

AGREEMENT TO SALL

THIS AGREEMENT made at Mumbai on this _____ day of _____

Between

Lakadawala Developers Pvt. Ltd., a company formed and registered under the Indian Companies Act, 1956 and having its office Lathiwala Apartment, First Floor, Shivdas Chapsi Marg, Near Sale Tax Office, Mazgaon, Mumbai – 400 001, hereinafter called and referred to as “**the Developer**” for the sake of brevity; (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the members and directors from time to time executors, liquidators, assigns, and administrators etc. as the case may be) of the FIRST PART,

AND

Mr./Mrs./M/s. _____ an adult, Indian Inhabitant of Mumbai, hereinafter called and referred to as **"The Purchaser"** for the sake of brevity (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administration, successors and assigns) of the SECOND PART.

AND

Mr./Mrs./M/s. _____ an adult, Indian Inhabitant of Mumbai, hereinafter called and referred to as **"The Confirming Party"** for the sake of brevity (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administration, successors and assigns) of the THIRD PART.

Whereas Murga Giran Co-operative Housing Society, a Co-op. Hsg. Soc. Duly Registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Regn. No. BOM/WE/HSG/(TC)/380 of 1985-86 (hereinafter referred to as **"the Society"**) is seized and possessed of, or otherwise well sufficiently title to the Property/land with structure, bearing Cadastral Survey No. 166 (P) of Tardeo Division, admeasuring about 2680.45 Sq. Yards, which is assessed with Municipal Corporation of Greater Mumbai, under D-Ward No. 4250- 4252-53 and situated lying and being at Patthe Bapurao Marg, Mumbai – 400 008 as the valid and lawful Owners thereof (the property hereinafter for the sake of brevity referred to as the said property);

And Whereas by and under an Development Agreement dated 11th day of October, 2002 read with Confirmation Deed Dated 30th November, 2005 duly registered in the office of Sub-registrar under serial No. BBE-1/11121/2005 dated 30/11/2005 respectively and entered into between the Society of the One part And Lakadawala Developers Pvt. Ltd., a company registered under the Companies Act, 1956 and having its office at Khushnuma Apartment, 65/A, Maulana Azad Road, Agripada, Mumbai – 400 011, (therein and hereinafter referred to as **"the Developer"**) of the Other Part, the Developer was granted

development rights in respect of all that piece or parcel of land bearing Cadastral Survey No. 166 (P) of Tardeo Division, admeasuring about 2680.45 Sq. yards, which is assessed with Municipal Corporation of Greater, under D-Ward No. 4250-4252-53 and situated lying and being at Patthe Bapurao Marg, Mumbai – 400 008 and more particularly described in the Schedule hereunder written (hereinafter referred to as the “property”) on which land was existing originally an old building occupied by 222 monthly tenants in number.

AND WHEREAS the Developer have evolved a Scheme for development of the property by availing of the Index of F.S.I. 2.5 or the F.S.I, required for rehabilitation of existing occupiers plus 50% incentive F.S.I., whichever is higher permitted under Regulation No. 33 (vii) of the Development Control Regulations for Greater Mumbai 1996 (hereinafter referred to as “the D.C. Regulation”).

AND WHEREAS the Developers entered into a Standard Agreement with M/s. Shaikh & Associates Architect (hereinafter referred to as “the Project Architect”) registered with the Council of Architects and such Agreement is as per the format Agreement prescribed by the Council of Architects;

AND WHEREAS the Developers appointed M/s. D. S. Harpalani, as Structural Engineer for the preparation of the structural designs and drawings in respect of the construction of the building and the Developers agreed to accept the professional supervision of the Project Architect and the Structural Engineer.

AND WHEREAS the Developers through its said Architects prepared the Proposal in accordance with the provisions of the said Regulation No. 33 (VII) and submitted the proposal to Maharashtra Area Development Authority which was pleased to issue its Composite No., Objection Certificate, permitting F.S.I. 2.5 in the construction of the said building Xerox copy of which N.O.C. is hereby annexed as “Annexure A”;

AND WHEREAS the Developers applied for and obtained redevelopment under Section 22 of the U.L (C&R) Act, 1976 and demolished the old building standing on the property.

AND WHEREAS the Developers have applied for and obtained from MHADA requisite re-development no objection vide their letter bearing serial No. R/NOC/F-11947 4094/MBRRB/of 2002 dated 04/12/2002.

AND WHEREAS Building Proposal was prepared and submitted by the Developer's said Architect to the Brihanmumbai Mahanagar Palika (BMC) on the basis of the re-development No Objection Certificate of MAHDA and the BMC was pleased to sanction the Building Proposal vide Intimation of Disapproval No. EB/9490/D/A dated 18/04/2003 and Commencement Certificate No. EEBPC/9490/D/A dated 19/08/2004 for construction of the building on the said land comprising of Ground Floor and upper Floors, for the C.S. No. 166 (part) of Tardeo Division "D" Ward.

AND WHEREAS after the allotment of flat(s)/shop(s) on ownership basis to the tenants in lieu of their tenancy in the old building, the balance flat(s) shop(s) are earmarked for being sold to purchasers on Ownership basis with a view to selling shops' or other premises on the Ground Floor and Flats on the Upper Floors to prospective purchasers on what is popularly known as ownership basis.

AND WHEREAS photo copies of the I.O.D. and Plinth Commencement Certificate and the Re-Development N.O.C. are annexed hereto and marked Annexure "B" hereto.

AND WHEREAS Mr. A. R. Patni, Advocate has investigated the Developer's title of the said property and have issued their Certificate of Title (a photocopy whereof is hereto annexed and marked Annexure "C");

AND WHEREAS a copy of the Property Register Card relating to the property is also annexed hereto and marked Annexure "D";

AND WHEREAS the development work has already been commenced by the Developers in accordance with the sanctioned building Plans;

AND WHEREAS the Confirming Party being desirous of acquiring the premises being **Flat/Shop No. 1201 on the 12th Floor** of the building admeasuring **350 Square Feet Carpet Area** shown in the Floor Plan hereto annexed and marked Exhibit "E" (hereinafter referred to as the "**said Premises**") approached the Developer and requested to allot him/her/them/ it the said Premises. Acceding to the aforesaid request of the Confirming Party, the Developer agreed to allot the Confirming Party, and the Confirming Party agreed to acquire from the Developer, the said Premises for total consideration of Rs. 13,65,000/- (Rupees Thirteen Lakhs Sixty Five Thousands Only). The Confirming Party has paid to the Developer the entire purchase consideration of Rs. 13,65,000/- (Rupees Thirteen Lakhs Sixty Five Thousands Only) and no further sum is payable by the Confirming Party to the Developer.

AND WHEREAS the Purchaser is now desirous of acquiring the said Premises and has approached the Confirming Party to assign sell and transfer his/her/its right title and interest in the said Premises for total consideration of Rs. 50,000,000/- (Rupees Fifty Lakhs only), to be paid by the Confirming Party to the Purchaser for such sale, assignment and transfer. The Purchaser has familiarized himself/herself/themselves with the scheme of Development and have read and understood the terms and condition of the I.O.D. The Confirming Party is ready and willing to sell transfer and assign its right title and interest in the said Premises in favour of the Purchaser;

AND WHEREAS under Section 4 of the said MOF Act, the Developer is required to execute a written Agreement for Sale in respect of the said Premises to be sold to the Purchaser. Since the Confirming Party has already paid the Developer the entire purchase consideration with respect to the said Premises, the Developer has requested the Purchaser and the Purchaser has agreed at the request and direction of the Developer, to pay the entire purchase consideration for purchase of the said Premises to the Confirming Party, for which consideration to be paid by the Purchaser to the Confirming, the Confirming Party has agreed to confirm the sale and transfer of the said Premises in favour of the Purchaser by and under this Agreement. Accordingly, the Purchaser shall, at the request and direction of the Developer, pay to the Confirming Party the consideration of Rs. 50,000,000/- (Rupees Fifty Lakhs only) for purchaser of the said Premises by and under this Agreement. It is clarified that no payment is being received by the Developer under this Agreement. The Parties are therefore, executing these presents which shall be got registered under the Indian Registration Act, 1908.

AND WHEREAS the Purchaser has demanded inspection from the Developer and the Developer has given inspection to the Purchaser of all documents of title relating to the said property including all the documents mentioned in the recitals hereinabove and also the plans, design and specification prepare by the Developer's Architects, the Certificate of title, revenue records and other documents as specified the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as the "MOF Act") and the rules made thereunder, and also handed over the copies thereof. the Purchaser hereby confirms that the Developers have produced for inspection of the Purchaser all information and documents and have made full and true disclosure of all the items covered under Clauses (a) to (k) of Sub-Section 3 of the MOF Act as well as items covered under Clauses (a) to (g) or Rule 4 of the Maharashtra Ownership Flats Rules, 1964 (hereinafter referred to as "the said Rules") and the

Purchaser are satisfied with the same and have no further or other information nor disclosure to be required from the Developer;

AND WHEREAS the parties are desirous of recording the terms and conditions agreed to between themselves;

**NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY
AND BETWEEN THE PARTIES HERETO AS UNDER:-**

1. All that is stated in the recitals mentioned hereinabove shall form integral part of this agreement and all that is stated therein be deemed to be incorporated herein in verbatim, although specifically stated herein.
2. The Purchaser shall purchase and acquire from the Developers the aforesaid premises being **Flat/Shop No. 1201 on the 12th Floor** of the building admeasuring **350 Square Feet Carpet Area** shown in the Floor Plan hereto annexed and marked Exhibit "E" (hereinafter referred to as "the said Premises") at or for the total lumpsum price and consideration of **Rs.13,65,000/- (Rupees Thirteen Lakhs Sixty Five Thousand only)** inclusive of the proportionate price of the common areas and facilities (more particularly described in the Second Schedule hereunder written) appurtenant to the said premises and other the flats, etc., in the said building which are hereinafter collectively referred to as "the said Premises". For the reasons mentioned in the recitals hereinabove, at the request and direction of the Developer, the Purchaser hereby agrees and undertakes to pay to the Confirming Party the said total purchase price of **Rs. 50,000,000/- (Rupees Fifty Lakhs only)** in the following installments:-

- (i) Rs. _____ on or before the execution of this Agreement by way of advance / earnest money (the receipt and payment whereof the Confirming Party hereby acknowledges and confirms and of and from the same discharges the Purchaser forever).
- (ii) Rs. _____ on/or before the completion of the Plinth
- (iii) Rs. _____ on/or before the completion of the 1st Slab;
- (iv) Rs. _____ on/or before the completion of the 2nd Slab;
- (v) Rs. _____ on/or before the completion of the 3rd Slab;
- (vi) Rs. _____ on/or before the completion of the 4th Slab;
- (vii) Rs. _____ on/or before the completion of the 5th Slab;
- (viii) Rs. _____ on/or before the completion of the 6th Slab;
- (ix) Rs. _____ on/or before the completion of the 7th Slab;
- (x) Rs. _____ on/or before the completion of the 8th Slab;
- (xi) Rs. _____ on/or before the completion of the 9th Slab;
- (xii) Rs. _____ on/or before the completion of the 10th Slab;
- (xiii) Rs. _____ on/or before the completion of the 11th Slab;
- (xiv) Rs. _____ on/or before the completion of the 12th floor
- (xv) Rs. _____ on/or before the completion of the 13th floor
- (xvi) Rs. _____ on/or before the completion of the 14th floor
- (xvii) Rs. _____ on/or before the completion of the Brick work;
- (xviii) Rs. _____ on/or before the completion of the plaster work of the said building;
- (xix) Rs. _____ on/or before the completion of the building and peaceful and vacant possession of the flat being given to the Purchaser
- Rs. _____ (Total)

For consideration to be received under this Agreement as stated hereinabove, the Confirming Party hereby confirms the sale and transfer of the said Premises in favour of the Purchaser by and under this Agreement.

The Developer will provide the said premises with the fixtures, fittings and amenities as per details mentioned in the Second Schedule hereunder written. ;

3. The Developers will under normal circumstances, construct or get constructed on the property more particularly described in the First Schedule hereunder written a building to be called **“Murga Giran”** in accordance with the plans and specifications seen and approved by the Purchaser, and as per the true copy thereof received by the Purchaser prior to the execution of this Agreement. The Purchaser hereby agrees to the Developers making such variations, modifications and additions in the plans and in the said building, as they may consider necessary or expedient by the Developer's Project Architect or as may be required by any public or local body or authorities. This shall operate as an irrevocable consent of the Purchaser to the Developer under Section 7 of the Maharashtra Ownership Act, 1964 for carrying out such changes in the building plans.
4. The Developer hereby agrees, subject to the provisions of the presents, to observe, perform and comply with all terms, conditions, stipulations and restrictions, if any, that maybe imposed by the State Government and / or the Municipal Corporation or the concerned sanctioned authority and obtain the Occupation/ / Part Occupation Certificates in respect of the said premises from the concerned authority before handing over possession thereof to the Purchaser;
5. The Developers hereby declare that they will utilize the Floor space as per Index available to the said property. The construction of the said building has been sanctioned by the Municipal Corporation on the basis of the aggregate of the F.S.I. as attributable to the said property and as per the redevelopment NOC granted by them. The purchaser hereby

declares that if at any time prior to the execution of the Deed/s of Transfer as provided in the Agreement, the Floor Space Index at present applicable to the said property remains partly unutilized by the Developers or the same is increased due to any change in the Development Control Rules or under law, the benefit thereof shall vest in the Developers alone and exclusively, without the Purchaser being entitled to claim an rebate or right in any manner in respect thereof, and the Developers shall be entitled to use such unused or further Floor Space Index or any part thereof for construction on the said property or elsewhere or for any other purpose as they deem fit. The Developers have informed the Purchaser that they are negotiating the acquisition of Transfer of Development Rights / F.S.I., area attributable to some other property which the Developers will utilize in the construction of additional floors structures over the new Building and/or further structures in accordance with the Development Control Rules and sell flats and other premises in such additional floors/structures to prospective Buyers / Purchaser for such consideration and on such terms and conditions as the Developers may in their sole discretion decide. The Purchaser shall not object to and/or obstruct directly or indirectly the consumption of such F.S.I., in such additional floors / structures and the sale of flats and other premises therein. The Purchasers of flats and other premises in the additional floors / structures shall be entitled to be enrolled as members of the Co-operative Housing Society / Limited Company to be formed and registered in accordance with the provisions of these presents.

6. The parties hereto hereby agree and declare as follow:-

(a) the possession of the said premises shall be given by the Developers to the purchaser subject to the Building Occupation Certificate or completion Certificate in respect thereof being issued by the concerned local body or authority, and further

subject to the provision of sub-clause (b) to (c) hereto, on or before 30th June, 2005, but in any case until the execution of the Deed/s of Transfer of with the said building "Murga Giran" constructed thereon, in favour of the society or the Body to be formed by the Purchaser of the said Premises on the said building, the possession of the said property and the said flats/shops constructed therein including the said Premises in the said building, shall be deemed to be that of the Developers alone and exclusively;

- (b) The Purchaser shall be entitled to take possession of the said premises as contemplated in Sub-clause (a) hereof, only if the Purchaser shall have duly observed and performed all the obligations and stipulations contained in this Agreement to be observed and performed by the Purchaser and shall have duly paid all the amounts payable by the Purchaser under this Agreement to the Developers.
- (c) notwithstanding anything contained in this agreement, the Purchaser hereby agrees that the developers shall not incur any liability if the Developers are unable to deliver possession of the said premises as stated above, in the event the completion of the said building is delayed for reason of non availability of steel, cement or other building materials of any type, on account of strike, accident, civil commotion, riot, or any Act of God, or in account of any Court in Tribunal or the Government and / or any other Public Body or authority, or on account of withholding or delay in the grant of the Building Occupation Certificate, and/or any other necessary-facilities, permission or sanction, or on account of any obstruction or hindrance caused to the Developers by any other person or persons claiming or alleging any right over

the said property or any part, or as a result of any proceedings adopted by such persons or persons or by any⁸ person or persons claiming through them;

- (d) before taking possession of the said premise and thereafter whenever required, the Purchaser shall sign and deliver to the Developer all writing and papers as may be necessary, including letter of possession, for electric meter, transfer, forms and other papers for formation and registration of the proposed society/s or Body/s;
- (e) before taking possession of the said premise, the Purchaser shall pay to the Developers all the deposits payable to the Municipal Corporation of Greater Bombay or deposit for water connection and electricity charges which become payable in respect of the said Premises of the same shall be reimbursed to the Developers by the Purchaser, who shall also pay proportionate share in respect of all payments made / or required to be made, by way of betterment charges, development charges, contributions, Municipal Taxes, property taxes including taxes for land under-construction, rates, cesses, charges and/or all other amounts in respect of the said property, and shall not raise any objection in respect thereof;
- (f) upon taking possession of the said Premise and thereafter, the Purchaser shall be entitled to use and occupy the said premises for the propose for which it was agreed to be purchased, but without having claim against the Developers as to specification, amenities of any defect in the building or material used in construction of the building and the said Premises.

- (g) Not to put any grills or any other external changes or elevation to and in the said premises and the said building or any part without prior written consent of the Developers and that the Developers have agreed not to withhold their consent provided the same is in conformity and/or symmetrical with the settled design and elevation set by the Developers so that the elevation of the Building is not spoiled.
- (h) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said plot of land and/or the said building.

7. The purchaser confirms that the installments payable by the purchaser under these presents shall be paid strictly on the due dates without any delay or default as time in respect of payment of installments and in respect of the amounts payable under these presents by the purchaser to the Developers in the essences of the contract. If the purchaser make default in making payment of any of the installments or amounts on their respective due dates the Developer shall be entitled to charge interest at the rate a (Twenty Four Percent) per annum on all such amounts and from the date of prejudice to its other rights in law and under these presents. It is further agreed that on the Purchaser committing default in payment of any of the installments or of any other amounts under these presents present on their respective due date (including his/her/their/its proportionate share of taxes, rates, cesses, other charges, betterment charges, development charges, and all other out goings) Developers shall be entitled at its option to terminate this Agreements PROVIDED ALWAYS THAT the power to terminate herein contained shall be exercised by the Developer after giving the purchasers 15 (fifteen) days prior notice (in writing) of its intention to terminate this Agreement, and specifying therein the breach or breaches of the terms and conditions on

account of which Developers intends to terminate the Agreements, and should the Purchaser continue the default / breach / or breaches of the terms and conditions on account of which Developers intends to terminate the Agreements, and should the Purchaser continue the default / breach / within the stipulated period of 15 (fifteen) days from the date of such notice from the Developers. It is further agreed that upon termination of this Agreement as stated herein Developers shall forfeit the earnest money deposit, and thereupon these presents shall stand cancelled and terminated and the purchaser shall have no claim, right over the earnest money or the Flat/shop. The Developer shall refund the installments of the purchaser price to the Purchaser upon such termination of this Agreement. The Developers shall be at liberty to dispose off and sell the Flat / Shop to such person or persons at such price and on such conditions as the Developers may deem and think fit in its absolute discretion and the purchaser/s shall have no right to in that behalf. The Purchaser also agreed that the payment and delivery of the said refund by Account Cheque to the Purchaser at the address given by the Purchaser in these present, (Where the purchaser/s encash/s the cheque or not), shall be deemed to be a refund of the amounts so required to be refunded by the Developers. Without prejudice to the above and other Agreement and / or in law the Developers may at their option accept from the Purchaser payment of the defaulted installment on the Purchaser paying to Developers interest on the defaulted installments at the rate of 24% per annum for the period during which the payment has been delayed. Without prejudice to all other rights of the Developers under this Agreement and/or in law the Purchaser shall be liable to pay interest at the rate of 24 percent per annum which shall remain due and outstanding after a period of Seven days from the date of the same becoming due, whether demanded or not.

8. It is expressly agreed and understood by and between the parties that the apparent consideration for the purpose of the transaction under this Agreement, is mutually agreed under Clause 2 to be paid by the Purchaser to the Developers. The said date, the above said apparent consideration is as at the date of these presents fair and reasonable market value of the said premises in open market for sale to the purchaser and when ordinarily fetch the said mark fair and reasonable market value of the said premises in open market for sale to the purchaser and when ordinarily fetch the said mark and between the parties hereto that the execution of the Deed's of Transfer being mere a legal formality after formation and registration of the society, the date of allotment of the said premises to the purchaser and its value on the said date shall be the material date of the purpose of Income Tax Act, 1961.
9. The Purchaser hereby agrees that in case of any default or failure on developers part giving possession of the said Premise to the Purchaser by the date specified in clause (9) above, or the dates prescribed in sub-clause (b) of section 8 of the said Maharashtra Ownership Flat Act, then the Developers shall on written request refund to the Purchaser the amounts already received by them from the Purchaser. Till the refund or tender thereof by the Developers to the Purchaser, the same shall, subject to prior encumbrances, if any, be a charges, the same shall, subject to prior encumbrances, if any, be a charge on the said construction or building in which the said premises is situate or were to be situated.
10. The purchase shall, after the expiry of seven days after the receipt of the notice from the Developers that an Occupation Certificate has been obtained, interalia in respect of the said Premises, be liable to bear and pay all local taxes and charges for electricity and other services by way of

maintenance, upkeep etc., and outgoings payable proportionate in respect of the said Premises as provided in clause hereinafter;

11. The Purchaser agrees and undertakes to pay regularly to the Developers or in case of formation of an Ad-Hoc Committee of the Purchasers of said Flats/Shops including the Purchasers, with the consent of the Developer, to such Ad-Hoc Committee by the 5th day of each month, in advance whether demanded or not, until execution of the Deed of Transfer shall pay to the Society that maybe formed, the proportionate share of the Transfer as the Developers or the society may decide, of all rates, charges, levies, assessed or imposed upon or in respect of the said property or the said building on the said property, or for the use thereof, or upon the flat holders, occupiers, caretakers, etc., thereof by and local body or the Government and payable either by Developer, occupiers, caretakers, etc., of land / building and shall also pay proportionate share of all other outgoings in respect thereof viz. taxes, insurance, sanitation, water charges, common lights, pumps, chowkidars, sweepers and all other common expenses and other expenses as may be necessary and / or incidental to the management and maintenance of the said building and other buildings on the said property, And more particularly described in Annexure 'D' hereunder written, and shall indemnify, and keep indemnified, at all times, the Developers in that behalf.

12. The Purchaser and the Purchaser of the other premises in the said building to be constructed on the said property shall join in forming and registering the society to be know by such name as Developer may decided, and for that purpose, the Purchaser shall from time to time sign and execute other papers and documents and Bye-laws and constitution of such society, and for becoming a member thereof, and return the same to the Developers within 10 (Ten) days of the same being forwarded to the Purchaser, and the Purchaser shall consent to any changes or

modifications made in the draft Bye-laws or the constitution as may be required by the Register of Co-operative Societies or any other Competent Authority'

13. On the completion of the said building and on receipt by the Developers of the full payment of all the documents due and payable to them by all purchasers of the said flats/shops in the said building and other buildings on the said property the purchasers of the said premises, including the purchaser, shall, co-operate with the Developers informing, registering or incorporating a society. The right of the members of the Society as the case may be, shall be subject to the overall rights of the Developers under this Agreements, and the conveyance, or order Deed of Transfer to be executed in pursuance thereof as provided in Clause 33 hereof or to the extent as may be permitted by authorities, in favor of such society/s Body/s, as the case may be. The amount paid by the Purchased to the Developer under Clause 24, shall not be refunded or returned and remain with the Developer;
14. The Purchaser hereby agrees and covenants with the Developers that from and after the date of delivery of physical possession of the said Premises of the Purchaser, the Purchaser shall:-
 - (a) keep and maintain the said Premises in good and tenantable repair and condition and not to suffer or to be done anything in or to the said Premises or the building, terrace, staircases and common passages, or the open spaces thereof which shall or may be contrary to or against the law or rules of Bye-laws of the date State of Local Body or any other authority;

- (b) duly observe and perform all the terms and conditions as may be imposed by the State Local Body or other authority, including any further or increased levies, charge or taxes;
 - (c) not to demolish or cause to be demolished any walls or other structures at any time or make or cause to be made any new construction, additions or alterations of whatsoever nature on or in the said Premises or building or any part thereof, or change the elevation or the colour scheme of the said building verandah or gallery, without the previous consent in writing of the Developers and if it is found that the Purchaser has acted contrary to the various covenants under this Agreement or as a shall be absolved from their responsibility of obtaining the Building Completion Certificate, and shall not be liable to other Purchaser of the said Flats / Shops in the said building, in that behalf;
- 15. The Purchaser shall at all times and at the Purchaser's cost and expenses keep all partitions walls, sewers, drains, pipes of and in the said Premises and appurtenances thereto, in good tenantable repair and conditions, and in particular so as to support, shelter and protect the other parts of the said building, and shall not chisel or in any other manner damage the columns beams, walls, slabs, or R.C.C. Columns or make other structural changes in the said Premises, save and except the prior written permission of the Developer and / or the Society or Body.
- 16. The Developers shall be at liberty subject to these present to sell, mortgage, assign, transfer or otherwise deal with their rights, title and interest in the said property and / or in the said building to be erected thereon, or their rights, title and interest in the said property and / or in the said building to be erected thereon, or their rights and benefits under said

Agreement, without intimation to the Purchaser who shall not be entitled to raise any objection thereof;

17. Nothing contained in these presents is intended, nor shall be construed, to confer upon the Purchaser any right, title or interest of any kind whatsoever in, to or over the said Premises or the said property or any part thereof, such conferment shall take place only upon the execution of the Deed of Transfer of the said property with the buildings and structures standing thereon, including the said building. Such transfer being in favour of the Society proposed to be formed, incorporated and registered under and in accordance with the provisions of Maharashtra Co-operative Societies Act, 1960, or the Companies Act, 1956, as may be applicable. Such Society shall be known by such name as the Registrar of Co-operative Societies, Registrar of Companies, Maharashtra or other appropriate authority under other applicable Act, may approve;
18. The Purchaser shall duly observe and perform all the rules and regulations of the said Society that may be in force from time to time, the Building Rules and Bye-laws for the time being in force of the Municipal Corporation of Greater Bombay or the Government and / or other public body or any other local authority or body, and shall sign all necessary papers and documents and do all other acts and things from time to time for safeguarding or protecting the interest of the Developer, and the said society or Body.
19. The Purchaser hereby agrees that in respect of any amount and/or interest or cost and expenses liable to be paid by the Purchaser to the Developers under or by virtue of this Agreement, the Developers shall have a possessory lien and first legal charge on the said Premises so long as the same shall remain unpaid.

20. The Purchaser hereby confirms that prior to the execution of this Agreements, the purchaser fully satisfied about the title of the Developers to the said property described in the First Schedule hereunder written. The Purchaser shall not be entitled to investigate to title any further hereafter to raise any objection or requisition of any matter relating thereto.
21. The Purchaser hereby covenants that, the Purchaser shall pay the Society the sum of Rs. 15,000/- towards Society Membership Fees, Preliminary Expenses and various deposits and other society expenses. It is made clear that, it shall be liability and responsibility of the purchaser to pay service tax or any other tax, charges, fees, penalty, interest, etc. related with the said flat and / or in respect of this transaction and / or this agreement, which shall be paid immediately and demand by the Seller / Developer.
22. After all the flats / shops in the said building to be constructed by the Developers are completed and ready and fit for occupation and the same have been sold and disposed off by the Developers, and the Society been formed and registered, and after the Purchaser and all other buildings of the said Flats / Shops in the said building and other buildings on the said property have paid in full at their respective dues payable by them to the Developers and strictly complied with all the terms and conditions of their respective Agreements with the Developers, the Developers shall execute or cause to be executed by the persons concerned, Deed/s of Conveyance or such other Deeds of Transfer of the said property with building thereon in favour of such Society or Body.
23. The said building shall always be known as and the name shall not be changed without the written consent of the Developers, and the name of

the Society that may be formed shall as far as possible bear the above name “**Murga Giran**” as part of its name.

24. The account of amounts referred to in Clause 24 above shall be made up by the Developers on the execution of the Conveyance or other such transfer deed, and the balance, if any, after deducting there from, the amounts, if any, payable by the Purchaser to the Developers under and in accordance with the provisions of this Agreement, shall be paid over by the Developer to the Society or the Ad-Hoc Committee/s if any, that may be formed, as the case may be. The Developer shall not be required to render any account regarding the amount in clause 24 (a) to 24 (f) above, or to make any payment there from to the Purchaser of Society or Ad-Hoc Committee, as the case may be. The Purchaser hereby covenants to pay such further amount or amounts to the Developer if any, of such deposits or payment referred to above get exhausted or is found to be insufficient to meet the taxes and expenses to be incurred by the Developer.
25. The purchaser shall not be entitled to claim or demand any rebate and 7 or concession on any account, in the price and consideration of the said premises payable by the Purchaser to the Developers under this Agreement. The Purchaser shall have no claim upon all open spaces, lobbies, terrace, or other flats, shops, garages, spaces, etc., (save and except and said Premises) which shall continue to remain the property of the Developers until the said property and the said building thereon is conveyed and transferred by the Conveyance or other transfer deed to a Society as provided hereinabove, subject nevertheless to the rights of the Developers as hereinafter stated and hereby confirmed by the Purchaser.
26. The Purchaser hereby agrees and confirms that the Developers shall have a right until the execution of the Conveyance of Transfer, to construct other building/s and structures on the said property and/or make

additions or changes or put up additional storey's, terraces and structures on the said building on the said property, as the Developers deem fit, without any objection hindrance or obstruction from the Purchaser, and such other building and structures and such additional and changes shall be the property of the Developer and if all premises in the said building and other structures on the said property are not sold by the Developer, the same shall be at their disposal and they alone shall be fully entitled to sell or otherwise deal with and dispose off the same, other structures on the said property are not sold by the Developer, the same shall be at their disposal and they alone shall be fully entitled to sell or otherwise deal with and dispose off the same, in such manner to others as the Purchasers or Society formed and registered or incorporated as herein stated, and such other persons, when recommended by the Developers shall be admitted as members thereof unconditionally as herein provided by such Society/s or Body/s, if already formed.

27. So long as the said premises shall not be separately assessed for property taxes, water charges, and maintenance charge and other outgoings, the Purchaser shall continue to pay to the Developers, such sum or sums as may be determined by the Developers calculated on the built-up area of the said premises, as the proportionate share thereof and other outgoings mentioned in The Annexure 'E' hereto assessed on the whole building. The decision of the Developers in determining such proportionate share of the Purchaser according to the built up area of the said Premises (including the balcony, verandah and common area) shall be final and binding on the Purchaser.
28. The Purchaser hereby agrees that in the event of any amount by way of betterment charges, development charges or any other levy or as premium or security deposits, becomes payable to the Bombay municipal Corporation or the Government, or Bombay Suburban Electric Supply

Limited, Mahanagar Telephone Nigam Ltd., or to any other Public or Local Body, for the purpose of giving water, electric, telephone connections or for any other utility, or any other tax or payment similar nature becoming payable by the developer in respect of the said building, the same shall be reimbursed by the Purchaser to the Developers in proportion to the built-up area of the said premises and in determining such amount, the decision of the Developers shall be conclusive and binding upon the Purchaser. The Purchaser agrees to pay within seven days or demand, without any deduction, objection or delay, such proportionate share of such deposits and costs to the Developers.

29. The purchaser hereby agrees that in case the Government of Maharashtra applied or levies sales tax or any other tax on the sale of Flats / Shops etc., and if any such tax becomes payable in relation to the said Premises, the Purchaser shall pay the same immediately on demand being made by the Developers and until such time the same shall remain unpaid or deposited by the Purchaser in a separate account with the Developers, the Purchaser shall not be entitled to be put in physical possession of the said Premises. It is expressly agreed that the legal obligation and liability to pay or to make any contributions towards the aforesaid Sales tax or such other tax on sale of Flats / Shops etc., shall be that the Purchaser alone with interest and penalty, if any, and any loss or damage arising to the Developers on account of non-payment thereof in time or otherwise, by the Purchaser shall be shall be reimbursed to the Developer on demand by the Purchaser.

30. If the Purchaser neglects, omits, or fails for any reason whatsoever, to pay to the Developer any of the amounts due and payable by the Purchaser under the terms and conditions of this Agreement (whether before or after delivery of possession) within the time hereinabove specified, or if the Purchaser shall in any way, fails to perform or observe

any if the terms and conditions on the part of the Purchaser herein contained or referred to, the Purchaser hereby agrees that the Developers shall be entitled to re-enter upon and resume possession of the said Premises and remove therefrom everything whatsoever brought in by the Purchaser, without any objection or hindrance from the Purchaser, and this Agreement shall cease and stand terminated, and the earnest money and all the other amounts already paid by the Purchaser shall stand absolutely forfeited to the Developer, and the Purchaser shall have no claim against the Developers for refund or repayment of the said earnest money and other money already paid by the Purchaser to the Developers or any part thereof, and the Purchaser hereby agrees in such event to forfeit all rights, title, and interest of the Purchaser in the said premises and all amounts already paid, and in such event, the Purchaser shall also be liable to immediate ejectment as a trespasser and the right given by this clause to the Developer shall be without prejudice to any other rights, remedies and claim whatsoever at law or under this Agreement of the Developers against the Purchaser.

31. It is hereby expressly agreed that the Terraces on the said Building, shall always belong to the Developers and they shall be entitled to deal with, dispose of the same in such manner as it may deem fit. In the event of the Developers obtaining permission from the concerned Authorities for agreed by the Purchaser that payments already made by the Developer and the payment to be made for or in connection with or incidental to this Agreement shall be reimbursed by the Purchaser to the Developer on demand.
32. The Purchaser agrees that any indulgence, forbearance, delay or default on the part of Developer in enforcing the terms and conditions of these presents or the grant of time to the Purchaser shall not be constructed as

a waiver or the breach of any of the terms and conditions of these present nor shall in any way prejudice the rights of the Developer.

33. The said premises, in case it be a flat, shall be used by the Purchase for residential purpose only, and in case of shop or similar other case, for the purpose for which permission is granted by the Developer in writing. The Purchaser shall not use the said Premises or any part thereof or permit the same to be used for any purpose whatsoever other than as stated above, or for any immoral, or illegal purpose, or in a manner which maybe or is likely to cause for nuisance or annoyance to the occupiers of the said building or to the Developers or occupiers of the neighboring building on the said property and / or adjacent property / properties.
34. In the event of a Society being formed and registered or incorporated, as provided herein before the sale and disposal by the Developers of all the Flats / Shops etc., in the said buildings constructed on the said property, and until execution of Conveyance/ Assignment or other Transfer Deed's, and handing over juridical possession thereof by the Developers, the powers and authorities of such Society of the Purchaser of the said Premises and Purchaser of the other Flats / Shops in the said building and in other such buildings shall be subject to the overall control of the Developers about all or any of the matters concerning said building and such other building, the construction and completion thereof and all amenities appurtenant there to, and in particular, the Developers shall have absolute authority and control, as regards the unsold Shops / Flats etc. and the disposal thereof, as provided above.
35. After the possession of the said Premises is handed over to the Purchaser or after execution of Conveyance of other such Transfer deed/s as aforesaid, if any additions or alterations in or about or relating to the said Building/s or in any Unit therein are required to be carried out

by or at the instance of the Government, the Municipal Corporation or any Statutory Authority, the same shall be carried out by the Purchaser and all other Purchaser of the other Flats / Shops in case the same relate to the said Building/s at their own costs, and not by the Developer who shall not in any manner be liable or responsible for the same or any part thereof.

36. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and the rules in force there under or any other provisions of the law applicable thereto.

37. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if addressed to the Purchaser and sent by prepaid postal charges, Under:-

Flat No. 503, Murga Giran Co-Op Housing Society Ltd. Pathe Bapu Rao
Marg, Mumbai – 400 008.

38. The Stamp Duty, Registration charges and other expenses of and incidental of this Agreement and the registration thereof, shall be borne and paid by the Purchaser alone. The Purchaser shall be and pay the professional fees or charges of the Purchaser's Advocates / Solicitors, and of any other persons engaged and or employed by the Purchasers.

39. After execution of this Agreement the same will be presented and lodged with the Sub-Registrar of Assurance at Bombay for registration thereof by the Purchaser, who shall pay the necessary Stamp Duty and registration charges and other fees in respect thereof, and shall intimate to the Developer the lodgment number and date in case the Agreement is lodged by the Purchaser, immediately thereafter, for the purpose of admitting the execution hereby by the Developer, If the purchaser fails to do so, the Developer shall not be responsible for the delay of non-registration thereof and the consequence arising thereof.

40. It is expressly agreed by the Purchaser that the proportionate share towards cost of providing electricity transformer / telephone and cable wiring charges require dot be made to B.E.S.T. / TATA or M.S.E.B. or other incidental charge shall be paid by the Purchaser to the Developer three months prior to scheduled date of possession of the said Premises on being given.
41. it is agreed that no taxes or maintenance charge shall be payable by the Developer for the unsold Flat / Shop including Flat / Shops until such Flat / Shop are sold and possession thereof given to the Purchaser.
42. Any addition and alterations in the Felt / Shop and / or in respect of the specifications and amenities by the purchaser may if agreed upon by the Developer shall be carried out at the risk and extra costs of the Purchaser/s which shall be paid in advance by the Purchaser before the work is carried out by the Developer.
43. The Purchaser shall allow Developer and their Surveyors and Agents with or without workman and other at all reasonable times to enter upon his / her / their premises or any part thereof for the purpose of repairing any part of the building and for lying cables, water pipes, fittings electric wires, structures and other conveyance belonging to or serving or used for the said Building and also for the purpose of cutting of supply of water and other services to the Flat / Shop in the said Building in respect whereof the Purchaser or user or Occupier of such Flat / Shop as the case may be shall have committed default in payment of his / her their share of the Local Bodies taxes and other outgoings including the charges for electricity, water and other services consumed by the Purchaser

44. Irrespective of disputes, if any arising between the Developer and the Purchaser and / or the said Society or Co-operative Society all amounts, contributions and deposits including amounts payable by the Purchaser/s to the Developers under this Agreement shall always be paid punctually by the Purchaser/s to the Developer and shall not be withheld by the Purchaser for any reasons whatsoever.
45. The Developer shall be entitled to modify and / or amend the building plans or Lay-out or usage of any plots or buildings or other Flat / Shop or recreation areas with the permission of M.M.C. or any other planning authorities if they in their opinion consider such modification or change necessary. The Purchaser/s hereto agrees and gives his / her / their / its irrevocable consent to the Developer to the above effect.
46. It is also understood and agreed by and between the parties hereto that the terrace space in front of and / or adjacent to the terrace flats in the said building, if any shall belong exclusively to the purchaser of the terrace and such terrace spaces are intended for the exclusive use of the respective terrace and such terrace spaces are intended for the exclusive use of the respective terrace purchaser. The said terrace shall not be enclosed by the terrace purchaser till the permission in writing obtained from the Concerned Local Authority and the Developer and / or the Society as the case may be.
47. Notwithstanding anything contained to the contrary in any prior or contemporary advertisements / publicity / promotional material these presents shall constitute the complete and comprehensive contract between the parties and shall govern and be constructed to govern the right and obligation of the parties in all matter relating to premises, fixtures and amenities.

48. It is agreed and understood that the terrace attached to any flat shall be exclusive used by the flat Purchaser of such flat and no other Flat Purchasers of flat / shop / garage / parking space nor Society shall have any right of any nature whatsoever over such terrace. However the terrace of the said building shall always belong to the Developers and that the Developers are also entitled to fix transformers etc for use of modern technology and let out the same on such terms and consideration as the Developers may deem fit and proper.
49. That the Developers shall be entitled to put up a hoarding or hoardings on the said plot of land or on the said building or any part thereof and the said hoarding may be illuminated by neon signs and/ or by any other source of illumination which is contemporary and/or and for that purpose the Developers will is contemporary and/or may in future be invented and for that purpose the Developer will be fully authorized to allow temporary or permanent construction or erection or installation either on the terrace or terraces or on the exterior of the said building as the case may be and that the Flat Purchaser agrees not to object or dispute the same. That the Developers will be entitled to all the profits and/income from the said Hoarding site.
50. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat or the said plot or the said building or any part thereof and which right will accrue only upon the Conveyance of the said property by the Developers in favour of the Society / Company as the case may be. That the Flat Purchaser shall have no claim save and except in respect of the premises hereby agreed to be sold to him/her/them and all the open spaces, parking spaces lobbies, staircases, terraces, recreation spaces etc., will remain the property of the Developers until the said plot and said building

are transferred by the Developers in favour of Society / Company as the case may be.

51. It is specifically agreed that in the event of the Developers require to install or erect any structure or room for the purpose of installation of transformer or any other instrument to obtain necessary supply of electricity for the said building by B.E.S.T. or any other concerned Authorities either within the said plot or the said building in such event the Flat Purchaser and other Flat Purchaser shall be and pay the said outstanding charges, deposits and expenses to be incurred paid or deposited with them for the said purpose proportionately or as may be mutually decided. That the Developers shall not be liable to bear and pay the said expenses, charges or deposits as maybe required to obtain electricity supply from the said concerned Electricity Board.
52. The Agreement for sale shall be lodged by the Purchaser for registration with the office of the Sub-Registrar Mumbai under the Registration Act, 1908 as provided in the said Act at the cost of the Purchaser and due intimation thereof shall be given by the Purchaser to the Owners including the name under which the same is lodged and on receipt of such intimation the Owners shall attend the office of the Sub-Registrar to admit execution by them. If the Purchaser fails to lodge the agreement for registration as aforesaid within the prescribed time the Owners shall not be responsible for the consequence arising from non-registration of the agreement
53. In case any security deposit is demanded by the MCGM for the Purpose of giving water connection to the building or for giving occupation, part occupation or completion certificate or otherwise such deposit shall be payable by all the Purchaser of the flat / shop in proportion to their respective floor area. The Purchaser agrees to pay to the Owners within

seven days of demand (time being the essence of the contract) such proportionate share of the Purchaser of such deposit.

54. The Stamp Duty and registration charges on this agreement and proportionate stamp duty and registration charges in respect of the Assignment / deed / Conveyance in favour of the Co-operative Housing Society Association / limited company shall be borne and paid by the Flat Purchaser alone and the Owners shall not be liable to pay the same.
55. Any delay tolerated or indulgence shown by the Owners in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser by the Owners shall not be construed as a waiver on the part of the Owners of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall be seen in any manner to prejudice the rights of the Owners. It is agreed that the recitals of the agreement shall be deemed to be the part and parcel of this Agreement.
56. The Purchaser/s hereby declare agree and confirm that they have signed / this Agreement after understanding its full meaning and implication thereof and that all the terms and conditions of this Agreement shall be binding upon them and their respective heirs and legal representatives and all persons claiming through them and that they shall duly fulfill all the terms and conditions of this Agreement without any default or breach thereof.
57. In case dispute or difference arises by and between the parties herein individually or collectively with other purchasers, arising out of this agreement or in respect of the execution, implementation of this agreement or specific performance of this agreement, including the interpretation or meaning of any word or clause of this agreement or

anything related with the said property or the project of redevelopment, the same shall be referred to the sold arbitrator, which arbitrator shall be appointed only by the Developer of his choice and the place of arbitration and procedure of conducting the arbitration shall be decided and declare alone by the Developer within one month from the notice received by the purchaser or so motto, and the fees and charges of the arbitrator shall be borne by both the parties in equal proportion, and the provisions of the Arbitration and Conciliation Act, 1996 shall be applicable to the same.

IN THE WITNESSETH WHEREOF THE PARTIES HEREIN HAVE SET AND SUBSCRIBED THEIR HANDS TO THIS WRITING ON THE DAY AND DATE MENTIONED HEREINAFTER.

THE FIRST SCHEDULE REFERRED TO HEREINABOVE

All that piece or parcel of foras land or ground with the messuage tenement or dwelling house standing thereon, situate lying and being at Patthe Bapurao Marg, (Fockland Road),Mumbai – 400008 in the registration district and sub-district of Mumbai, in the Island of Mumbai, containing by admeasurements 2680.45 square yards i.e. ____ square meters or thereabout, and registered in the books of collector of land revenue under old number _____ New Number _____, old survey No. _____, New Survey No. _____ Cadastral Survey No. 166 (p) of Tardeo Division and in the book of the Collector of Municipal rates and taxes under ‘D’ Ward No. 4250-4252-53 and street No. 79-81, 81B, 83-D, 387-391 A, Bapty Road, and Fockland Road, and bounded as follows:

On or towards East: _____
On or towards West: _____
On or towards North: _____
On or towards South: _____

SIGNED SEALED AND DELIVERED)
By the withinnamed DEVELOPERS)
LAKADAWALA DEVELOLPERS PVT.LTD.)
In presence of)

1. _____
Name: _____
Add: _____

2. _____
Name: _____
Add: _____

SIGNED SEALED AND DELIVERED)
By the withinnamed PURCHASER)
Mr/Mrs. Abdul Latif Ibrahim Badarpura)
In presence of)

1. _____
Name: _____
Add: _____

2. _____
Name: _____
Add: _____

SIGNED SEALED AND DELIVERED)
By the withinnamed CONFIRMING PARTY)
Mr/Mrs. Imran Usman & Huzaifa Usman)
In presence of)

1. _____
Name: _____
Add: _____

2. _____

Name: _____

Add: _____
