

AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at Mumbai, on this ____ day of December in the Christian year Two Thousand Twenty **BETWEEN M/s. YASHRAJ CORPORATION**, a Partnership Firm, constituted under the provisions of The Indian Partnership Act, 1932, having its address at Shop No.1, Shree Ramkrishna Niwas C.H.S. Ltd., G. V. Scheme Road no. 1, Mulund East, Mumbai-400081, hereinafter referred to as **“THE PROMOTERS/BUILDERS”** (which expression shall unless it be repugnant to the context and meaning thereof would mean and deem to mean and include the said firm, the partners constituting the said firm, for the time being and from time, their survivor/s and their respective legal heirs, executors and administrators) of **ONE PART; AND MRS.(PAN NO.)** having their address at, hereinafter for the sake of brevity referred to as **“THE PURCHASERS”** (which expression shall unless it be repugnant to the context and meaning thereof, would mean and deem to mean and include, their respective legal heirs, executors, administrators and assigns of the last survivor of them) of the **OTHER PART;**

WHEREAS:

- a) The term Purchaser shall denote and connote the following meaning:-
 - a. Singular number and plural numbers;
 - b. All;
- b) The land bearing C.T.S. No. 347/3(pt), 404(pt), 406(pt) & 446(pt) admeasuring 728.28 sq. mtrs. Of village Mulund more particularly described in the schedule hereunder written and herein after referred to as the said land was occupied by slum and as such this is notified as slum u/s 4(1) of Maharashtra Slum Area (EC&R) Act, 1971,;
- c) The slum dwellers on the said land formed a Co-op.Housing Society under the name and style as Shiv Chandra SRA Co-op. Housing Society Ltd., as required under the said slums Act 1971 or as required by the Slum Rehabilitation Authority for the purpose of redevelopment of the said land for rehabilitation of the slum on the said land (hereinafter referred to as the “said society”);
- d) The said society appointed M/s Arihant Construction company as the developers to redevelop the said property by implementing Slum Rehabilitation Scheme on the said land and according entered into Development Agreement dtd. 19th June, 2009 with the developers, as per terms of the SRA Scheme.
- e) In the premises, as aforesaid, the entire re-development rights in respect of the Said Land were vested in said M/s Arihant Construction Company;
- f) In the facts and circumstances mentioned hereinabove M/s Arihant Construction Company the partnership firm of developer herein became entitled to the entire and complete benefits in the re-development of the Said Land and out of the Slum Rehabilitation Scheme thereon;

- g) As per the Amended IOA issued under No. SRA/ENG/2658/T/STGL/AP dtd. 19.06.2018 the developer have provided Permanent Alternate Accommodation having an area of 269 sq.feet. (carpet) to the each of the eligible members of the said society free of costs and charges and such premises have been handed over to the eligible slum dwellers on the said land (hereinafter referred to as **'The Re-hab Portion'**).
- h) After providing the said PAA as required under said IOA the Promoters herein are entitled to sell the sale component available under the said Slum Rehabilitation Scheme in open market on what is known as **'Ownership Basis'**, on the terms and conditions and for considerations, as the Promoters herein may their discretion deem fit and proper. Such area/premises which are available for sale in the building to be constructed on the said property is hereinafter referred to as **'Sale Component'**.
- i) Likewise, whatever the TDR to be generated in the re-development of the said land under the said sanctioned Slum Rehabilitation Scheme, the Promoters herein are also entitled to dealt with the same in the manner, they may deem fit and proper.
- j) The SRA Authority by and vide its order bearing No. SRA/ENG/2231/T/STGL/LOI dtd. 04.11.2016 has granted the revised LOI in respect of the Slum Rehabilitation Scheme to be carried out on the said land,.
- k) In pursuance of the revised LOI, the said SRA Authority by and vide its order bearing No. SRA/ENG/2658/T/STGL/LOI dated 19.06.2018 has issued amended IOA in respect of the said Slum Rehabilitation Scheme and vide Certificate No. SRA/ENG/2658/T/STGL/AP dtd. 05/04/2019, granted Commencement Certificate for the said Slum Rehabilitation Scheme;

- l) The Promoters herein, after shifting the occupants of the Slum Structures, have already demolished the Said Structures and have commenced and completed the development and construction work of wing “A” building, consisting of Rehab component , which is presently known as ‘SHIVCHANDRA S.R.A. CO-OPERATIVE HOUSING SOCIETY LTD.,’ hereinafter referred to as ‘The Said Building’.
- m) The said Developer M/s Arihant Construction Company failed to complete the project within stipulated time and The said society appointed the promoter / builders hereto vide its resolution dated 20/11/2018 to complete the said entire SRA scheme.
- n) Said M/s Arihant Construction Company also has assigned and transferred, on ‘AS IS WHERE IS AND AS IT IS WHERE IT IS BASIS’ all their rights, title, interest, benefits, responsibilities and obligations of/under the said Scheme (including the said Development Agreement dated 11.6.2009, the First LOI, the Second LOI and all other approvals, permissions, consents, etc., in respect of the said Property and / or the development thereof) to and in favour of the Promoter/Builders herein for the consideration and on the terms and conditions as stated thereon vide Deed of Assignment dtd. 5th December, 2018.
- o) The sale Building “B” wing consists of ground plus Ten upper floors.
- p) The SRA Authority by and vide its order bearing No. SRA/ ACCT/ ANNEXURE-III/ CERT/ 1945/ 2020/ 158 dtd.14th September,2020 has issued Annexure III in the name of Promoters / Builders in respect of the Slum Rehabilitation Scheme to be carried out on the said land.
- q) SRA duly sanctioned the said assignment of slum rehabilitation scheme on the said Land and issued a Revised Letter of Intent dated 1st October, 2020(“**Third LOI**”) in favour of **THE**

PROMOTERS/BUILDERS and the Society for development of the said Land as slum rehabilitation scheme under Regulation 33(10) of the DCR in the manner and on the terms and conditions as stated therein. The basic features of the Slum Rehabilitation Scheme as sanctioned in this LOI are as follows:

- a. The total FSI sanctioned for development of the said Land is computed at 3.254.
 - b. The total built up area sanctioned for the development of the said Land is 2369.97 square meters, which comprises of the rehabilitation component of 1285.93 square meters and the Free Sale Component to an extent of 1285.93 square meters
 - c. The Free Sale Component is permissible to be constructed in-situ is 1100.80 square meters.
 - d. The total number of slum dwellers to be re-accommodated is 30 (thirty only).
 - e. Tenements to be constructed for Project Affected Persons (PAP) are 09 (nine only).
- r) MAHARERA has duly granted its consent for the assignment, in the manner as set out in their letter / certificate dated 22/02/2019 in favour of the Promoters/ Builders herein;
 - s) The Promoters do hereby declare and record that the above said Development Agreement dtd 19/06/2009 with the Said society is still valid, subsisting and is in full force and effect and binding by and between the parties.
 - t) By virtue of the abovesaid agreement and as per the terms of sanction given by the SRA Authority in respect of the re-development work to be carried out of the Said land and Deed of

Assignment dtd. 5th December, 2018 the Promoters / Builders herein, are entitled to sell the units of Sale Component of the Said Building, on what is known as '**OWNERSHIP BASIS**', directly to the prospective purchasers, to enter into agreements for sale and also to receive considerations directly from the unit Purchasers.

- u) A copy of the Certificate of Title, issued by **Mr. NANDU PAWAR** (Advocate) is annexed hereto and also the Copy of the Property Card in respect of the Said Land, is annexed hereto.
- v) The Promoters have appointed qualified Architects and Engineers, namely **M/s. DESIGNCREST**, to supervise the construction work of the Said Building.
- w) Before signing of these presents, the Purchasers have demanded from the Promoters and the Promoters have offered to the Purchasers for inspection of title papers, the approved plan, designs and specifications prepared by the Promoters' Architect and got themselves satisfied of the same as specified under the relevant provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act 1963 and the rules made thereunder.
- x) The copies of all the abovesaid agreement, including the Title Certificate, showing the nature of title of the Promoters to sell the units of Sale Component is the said building on the Said Property and the copies of plans and specifications of the unit agreed to be purchased by the said Purchaser and approved by Mumbai Municipal Corporation and other competent authorities have been inspected by the Purchasers to their fullest satisfaction.
- y) The Purchasers herein are desirous of purchasing a flat being Flat No.804 admeasuring 415 sq. ft. (RERA carpet) on Eight floor in "B" wing of the Said Building hereinafter referred to as

the “said unit”, and therefore has approached the Promoters herein and expressed their desire and willingness to purchase the same from the Promoters / Builders, to which the Promoters have agreed to.

- z) As required under the Provisions of The Maharashtra Ownership of Flats Act and RERA ACT., it is necessary to execute agreement for sale in respect of the sale of the abovesaid flat premises and accordingly the parties hereto are entering into these presents, in the manner, as appearing hereunder, which have been mutually agreed to by and between the parties hereto:-

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. All the recitals stated hereinabove and the annexures hereto shall form and shall be treated as integral part and parcel of this agreement, as if, the same are expressly and specifically incorporated in the body of these presents.
2. The Promoters are constructing the Said Building i.e. the building which is presently known as “SHIVCHANDRA S.R.A. CO-OPERATIVE HOUSING SOCIETY LTD.,” on the said land. As stated hereinabove Said Building is a composite or combined building which consists of wing A & wing B. Wing B Sale Component and the same is of ground plus Ten upper floors as per the plans and specifications which have duly sanctioned by the concerned planning authorities. The Purchasers confirm, admit, and acknowledge that they have seen and approved the same and it is further irrevocably agreed, admitted and acknowledged by the Purchaser that the Promoters may make such variations and modifications therein, as may be required to be done by the SRA, State Government, Mumbai Municipal Corporation, or authorities or the Promoters itself, for availing

further permissible FSI or T.D.R. on the Said Land or on the Said Building.

3. The Purchaser has prior to the execution of this agreement, satisfied himself about the title of the promoters to sell the Sale Component in the said building on the said land. The Purchaser shall not be entitled to raise any other or further requisitions or objections of whatsoever nature in respect of the title of the promoters to sell the said unit.
4. The Purchasers hereby agrees to purchase, from the Promoters and the Promoters agree to sell in favour of the Purchaser, Flat No., having an carpet area of 415 sq. feet RERA carpet on Fourth floor in "B" wing of the Said Building i.e. the building which is presently known as "SHIVCHANDRA S.R.A. CO-OPERATIVE HOUSING SOCIETY LTD.", consisting of one bed room, hall & one kitchen, as per the plans and specifications inspected and approved by the Purchaser, for consideration of Rs./- (Rupeesonly) which shall be paid by the Purchasers to the Promoters, in the manner mentioned here below:-
5. The Purchaser shall pay to the Seller the said purchase price at Rs./- (Rupees only) in the following manner:
 - a. Rs./- on or before executing hereof.
 - b. Rs./- within 30 days from the date of execution of this document.
 - c. Rs./- on commencing 9th R.C.C. SLAB.
 - d. Rs./- on commencing 10th R.C.C. SLAB.
 - e. Rs./- on commencing 11th R.C.C. SLAB.
 - f. Rs./-/- on commencing Brick works.
 - g. Rs./- on commencing Plaster works.
 - h. Rs./- on commencing Plumbing works.
 - i. Rs./- on commencing Electric works.
 - j. Rs./- on commencing Tiles works.
 - k. Rs./- on commencing Painting.

1. Rs./- on offering the said flat for occupation.

6. The Purchaser do hereby admit, confirm and acknowledge that there is no co-relation by and between the area of the said premises and the quantum of consideration, as agreed to be paid as provided hereinabove and the amount of consideration as agreed herein is a lump sum amount of consideration and also that the same is not at all based on and/or calculated or determined on the actual area of the Said Premises and further that he has no complaint or grievances of whatsoever nature in respect of lump sum amount of consideration, as agreed to be paid by him to the Promoters as agreed herein.

7. Under normal circumstances, the Promoters shall give possession of the said Premises to the Purchaser/s on or before Dec 2021. If the Promoters fail or neglect to give possession of the said Premises to the Purchaser/s on account of reasons beyond his control and of their agents as per the provisions of the said Act, by the aforesaid date or the dates prescribed in the said RERA Act, then the Promoters shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the said Premises with simple interest of 12% P.A. from the date the Promoters received the sum till the amounts and interest thereon is repaid.

8. The Promoters has registered /shall register the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai under no. P 51800010916.; (hereinafter referred to as “the said RERA Act)

9. Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, hereunder.

10. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, Management and Transfer) Act, 1963 and the rules made there under, read with said RERA Act, i.e. Real Estate (Development and Regulation) Act, 2016.
11. The Purchaser shall pay the aforesaid instalments of consideration on the respective due dates to the Promoters, without any delay or default, as it is expressly agreed, understood and acknowledged by the Purchaser that the time in respect of each of such payments as provided hereinabove, is shall be 'AN ESSENCE OF THE CONTRACT'. In other words, any default in making payment as aforesaid shall automatically make or render this agreement null and void and/or cancelled and terminated. Upon such termination, the Promoters shall refund to the Purchaser, whatever the sums paid by the Purchaser under these presents, without interest, only after the Said Premises is re-sold to any third party and after the Promoters have then received the entire considerations from such resale, provided further that the Promoters shall be entitled to deduct therefrom an amount equal to 15% of the total consideration payable as provided hereunder and such other amounts by way of compensation for loss, sustained by the Promoters or towards the outgoings payable in respect of the Said Premises.
12. The Promoters are not bound or liable to give any notice to the Purchaser, requiring such payments of consideration and any default therein, shall not be pleaded or considered as an excuse for non payment of such amounts, on the respective due dates.
13. Without prejudice to any of the rights, privileges and covenants under these presents of the Promoters or under any law in force, the Purchaser shall be bound and liable to pay to the Promoters, interest at the rate of 21% p.a. for the delay in making payments of consideration or other amount/s payable

by the Purchaser to the Promoter, from the due date till the payment thereof to the promoters.

14. The Promoters shall handover the possession of the Said Premises to the Purchaser only after receipt of Occupation Certificate in respect of the Said Building subject to any factors and circumstances that are beyond control of the Promoters and also after offering the possession of the PAA to the members of the Said Slum dwellers' society provided them Promoters have by the received the full or entire amount of consideration for the Said Premises and also all other amounts, as provided hereunder however subject to, the availability of cement, steel, sand or any other building materials and subject to any act of God, such as earthquake, flood or any other natural calamities, acts of enmity, war, civil commotion or any other causes/factors / circumstances which may be beyond the control of the Promoters or due to any orders of court, SRA Authority, Mumbai Municipal Corporation, Central Govt., State Govt., local authorities or any other authorities or bodies and/or due to any delay in issuing Completion Certificate and Occupation Certificate of the Said Building by the concerned authorities or bodies.
15. It is agreed by and between the parties hereto that in case, for whatever reasons, the Promoters are not in a position to handover the possession of the Said Premises to the Purchaser as agreed herein or within the mutually extended period, in such an event, the Purchaser shall be entitled to terminate this agreement and upon such termination, the Promoters shall refund to the Purchaser whatever the sums received from the Purchaser by the Promoters under these presents, along with simple interest at the rate of 9% p.a.
16. The Purchaser shall have no claim or right, save and except to the extent of the area of the Said Premises hereby agreed to be acquired, and, all the open spaces/areas, parking places, stilts, lobbies, staircases, lifts, terraces. Parapet walls etc. shall always

belong to the Promoters, till the said Building or the Said Land as the case may be, is/are transferred to the Co-op. Housing Society of the slum dwellers however subject to the sanction/consent of the State of Maharashtra, the owner of the said land.

17. It is further expressly and specifically understood by and between the parties hereto that nothing contained in these presents, shall be construed as conferring in favour of the Purchaser any rights, title or interest in any manner, whatsoever, into or over the Said Premises, Said Building and the Said Land or any part thereof. Such conferment shall take place only on the execution of transfer deeds in pursuance of the permissions and sanctions of the SRA and State of Maharashtra, the owner of the said land.
18. Upon the Purchaser taking possession of the said Premises, he shall not have any claim whatsoever nature against the Promoters as regards the nature of fixtures, fittings, and any other amenities to be provided in the Said Premises and also in the said Building which are set out hereunder or about the quality of the building materials used in the construction of the Said Premises and also about the Said Building or workmanship or for any delay in giving possession of the said premises or otherwise howsoever/whatsoever.
19. The Promoters shall always have absolute right, until the transfer deed is executed in the manner as provided hereunder, or until all the benefits in terms of FSI/TDR or until the entire potential of the said land or under the said Slum Rehabilitation Scheme is/are availed or utilised by the promoters for their benefit and profit as they may, in their sole discretion deem fit and proper. The purchaser do hereby irrevocably accords his consent to the same, provided the same does not in any way affect or prejudice the rights hereby agreed to be granted in favour of the Purchaser in respect of the Said Premises.

20. It is expressly agreed, understood and acknowledged by the Purchaser that at all times, the Promoters shall be entitled to raise loan or funds against the security of the Saleable Portion of the said building, from any financial institutions or bodies or persons.
21. Subject to the rights of the Purchaser hereunder, the Promoters shall be at liberty to sell, assign or otherwise deal with or dispose off their rights, title and interest in the Said Building, either in full and/or part or portion thereof from time to time.
22. Under no circumstances, the possession of the Said Premises shall be given by the Promoters to the Purchaser, unless and until, all the payments required to be made under this agreement by the Purchaser have been made to the Promoters and all the obligations hereunder are fulfilled or discharged, by the Purchaser.
23. The Promoters shall be entitled to sell, any premises of the Said Building for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes, schools, coaching classes, residential or commercial user or any other use or uses as may be permitted by the local authority in that behalf and the Purchaser individually or through Co-op. Housing Society of which he shall be member shall not raise any objection whatsoever nature in respect of the matters issues in this regard.
24. The Promoters shall, in respect of any amounts to be received from the Purchaser under the terms and conditions of this agreement, have first and paramount lien and charge on the Said Premises agreed to be acquired by the Purchaser.
25. The Purchaser shall on or before taking possession of the said flat/shop/garage pay to the Promoters the following amounts:
 - (i) Rs.7500/- for legal charges for this Agreement.

- (ii) Rs.700/- for share money, application entrance fee of the Co-op. Housing society or Limited Company.
- (iii) Rs. 40,000/- being reimbursement of the amount towards permanent deposit for I.O.D. & Layout, Development charge, electric supply deposit, water supply deposits paid to the various authorities, for the said building/said flat/shop/garage.
- (v) Rs. 38,000/- to meet proportionate share of municipal taxes, water tax, common electric bills and other charges. (Advance maintenance for 12 months).

Total Rs. 86,200/- (Rupees Eighty Six Thousand Two Hundred Only) The said amounts shall be independent of consideration to be paid hereunder and the purchaser shall not seek any accounts or explanation in respect thereof from the Promoters.

26. The Purchaser hereby agrees to contribute his proportionate share towards the costs, expenses and outgoings in respect of the items specified in Clause Nos. 25 herein and also proportionate share in respect of maintenance, repairs and up-keep, of various common amenities and facilities to be provided in the Said Building to the Promoters and to the Co-op. Housing Society of the flat purchasers after the management of the Said Building is handed over such society as provided hereunder, as and when demanded.
27. The Purchaser hereby agrees, undertakes and covenants that in the event of any amount by way of premium or security deposit being payable to the Municipal or any Govt. or any other authorities or any betterment charges or any development tax or any other similar or like tax, levies or payments of similar nature, that become/s payable in respect of the Said Premises and the said Building, the same shall be re-imbursed by the Purchaser to the promoters as and when demanded, by the promoters in proportion of the area of his flat in relation to the total area of the Said Building and in determining such amounts, the decision of the Promoters shall be conclusive, final and binding upon the Purchaser. The term betterment

charges referred to hereinabove shall also include and mean any escalation and/or increase in the betterment charges or any other charges of similar nature levied by the Mumbai Municipal Corporation from time to time.

Likewise, it is expressly agreed, undertaken and further acknowledged by the Purchaser that all taxes, cess or levies of whatsoever the name, the same may carry, now payable or which may become payable any time in future, in respect of the Said Premises or these presents, including VAT, Service Tax, Sale Tax, G.S.T. etc. that become applicable to these presents and/or the transaction as contemplated by these presents shall be paid and borne solely and singly by the Purchasers and further that for whatever reasons or under any circumstances, the Promoters shall not be liable or responsible or obliged to pay the same, in any manner whatsoever.

28. Any delay or indulgence by the Promoters, in enforcing any of the terms of this agreement or any forbearance or giving time to the Purchaser for making any payment as provided herein, shall not be construed or deemed as a waiver on the part of the Promoters of any of the breaches or non-compliance of any of the terms and conditions of this agreement by the Purchaser, nor shall the same in any manner, prejudice any of the rights and remedies of the Promoters under this agreement.
29. The Promoters shall be unilaterally entitled to alter, vary or modify the terms and conditions of this agreement, pertaining to the unsold premises in the Sale Component of the Said Building of which the said Premises forms part and the Purchaser shall have no objection thereto nor shall he be entitled to seek performance thereof. The Purchaser herein do hereby admit, confirm and acknowledge such rights of the Promoters in this regard.

30. The Purchaser, if he deems fit and proper may insure and keep insured the Said Premises against the loss or damage due to fire or any other calamities, at his own, cost, expenses and charges.
31. The Purchaser himself with an intention to bind all persons, into whatsoever hands the Said Premises may come though him doth hereby covenant with the Promoters as follows;-
 - [a] the Purchaser's shall at his own cost keep the said premises in good tenantable repair and condition from the date of possession of the Said Premises is taken and shall not do, suffer to be done, anything in or to the Said Building or the staircases or passages or other open spaces, common area which may be against the rules/regulations of the concerned local or any other authority or Bye laws of Co-op. Hsg. Society or shall not change alter or make additions in or to the Said Building or in the Said Premises itself or any part thereof.
 - [b] Not to store in the Said Premises, any goods of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or staircase of the Said Building or storing of such goods are objected to by the concerned local or any other authority and shall not carry or cause to be carried, heavy packages in the staircase, common passages or any other structure/s of the Said Building including entrances of the Said Building and in case, any damage is caused to the Said Building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for and make the good the loss of all such damages.
 - [c] To carry at his own cost, all internal repairs, to the Said Premises in the same condition, state and order in which they were delivered by the Promoters to the

Purchaser and shall not do or suffer to be done, anything in/or to the Said Building or in the Said Premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or any public authority. And in the event of the Purchaser committing any acts, omissions in contravention of the above provision, the Purchaser shall be responsible and liable for all the consequences thereof, to the concerned local authority and/or other public authority, as the case may be.

- [d] Not to demolish or cause to be demolished, the Said Premises or any part thereof, nor at any time make or cause to be made, any addition or alteration in the elevation or outside the premises and shall keep the portion, sewers, drains, pipes in the Said Premises and appurtenances there in good tenantable repair and condition, and in particular, so as to support, shelter and protect and 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. parts or other structural items in the alterations being carried out by the Purchaser in the said Said Premises (whether such alterations are permitted by the concerned authorities or not), there shall be any damage to the adjoining premises or to the premises situated below or above the Said Premises (inclusive of leakage of water and damages to the drains) the Purchaser shall at his own cost and expenses repair such damages including recurrences of such damages.
- [e] Not to throw dirt, rubbish, rags, garbage or other refuses or permit the same to be thrown from the Said Premises in the compound or any portion of the Said Building.

- [f] Pay to the Promoters within 7 (seven) days of demand by the Promoters his share of security deposit as demanded by the concerned local body or authority or Govt. for giving water, electricity or any other service connections to the Said Building.
- [g] To bear and pay, any increase in local taxes, water charges, ground rent, insurance and/or such other levies, taxes if any, which are imposed by the concerned local authority and/or Govt. and/or other public authority on account of the change of user of the Said Premises by the Purchaser.
- [h] The Purchaser shall not let, sub-let, transfer, assign or part with, the Purchaser's interest or benefits of this agreement or of the Said Premises or any part or portion thereof, until, all the dues payable by the Purchaser to the Promoters under these presents, are fully paid and only if the Purchaser has not committed any breach of or non-observance of any of the terms and conditions or obligations/ covenants of these presents and until the Purchaser has obtained permission from the Promoters in writing for the above purposes. However such transfer shall be in favour of only the transferee/s as may be approved by the Promoters.
- [i] The Purchaser shall observe and perform all the rules and regulations which Co-op. Hsg. Society which is already constituted or shall be constituted or shall be constituted or re-constituted as provided hereunder, may adopt since its inception and the additions, alterations, or amendments thereof that may be made from time to time for the protection and maintenance of the Said Building and the premises therein, for the observance and performance of the

Building Rules, Regulations and Bye-laws for the time being in force, of the concerned local authority and of the Govt. and other public bodies.

- [j] The Purchaser shall also observe and perform all the stipulations and conditions laid down by Promoters or the Co-op. Hsg. Society already constituted or to be constituted or to be re-constituted in the manner provided hereunder, regarding the occupation and the use of the Said Premises in the Said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoing in accordance with the terms of this agreement.

- [k] Till the transfer deed of the Said Building, is executed or till the possession of the Said Building is handed over to the Co-op. Hsg. Society already constituted or to be constituted or to be re-constituted as the case may be, the Purchaser shall permit the Promoters and their surveyors and agents with or without workmen and others, at all reasonable times to enter into Said Premises, in the Said Building and the portion of the land covered thereon, or any part or portion thereof, to view and examine, the state and conditions thereof and also to observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser as set-out in this Agreement.

- [l] The Promoters shall not be responsible, in any manner whatsoever, for the misuse, theft or unauthorized use of the water supply and/or electricity supply to the Said Building and also the Said Premises and/or any damages caused to the water supply and electricity installations or meters etc. and any fine, dues, penalty or damages imposed by the concerned authorities shall be

borne and paid by the Purchaser himself and also the Purchaser of other premises of the Said Building, alone.

32. Letters, receipts and/or notices issued by the Promoters dispatched by couriers or regd. a.d. to the address known to them of the Purchaser will be sufficient proof of the receipt of the same by the Purchaser and shall completely and effectively discharge the Promoters their duty, obligation in this regard.
33. The Purchaser hereby agrees to pay to the Promoters a sum of rupees as mentioned in clause no.25 for the necessary membership fees and the subscription towards the share capital and the professional fees and out of pocket expenses thereon and further undertakes to be a member of the Co-op. Hsg. Society already constituted or to be constituted or to be re-constituted in the manner as provided hereunder and also from time to time to sign and execute, the applications for registration and other papers and documents, so necessary for the constitution or the re-constituting of the Co-op. Hsg. Society in the manner, as provided hereunder, including the bye-laws of the proposed society or the limited company duly filled, signed and return the same within 10 (ten) days of the same being forwarded by the Promoters to the Purchaser. No objection shall be raised by the Purchaser if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other competent authority.
34. All costs, charges and expenses in connection with constitution or the re-constitution of the Co-Operative Housing Society or as per the provisions of The Maharashtra Apartment Ownership Act, 1970 or any limited company, as the case may be, as well as, the costs of preparations, engrossing, stamping and registering this agreement, transfer deed and any other documents required to be registered by the Promoters or the Purchaser and the stamp duty and the registration fees and out of pockets expenses, in respect of such documents,

transferring Said Land and Said Building in favour of such co-op. hsg. Society already constituted or to be constituted or to be re-constituted in the manner as provided hereunder, or the transfer deed in respect to the Said Building, as well as the entire professional costs of the advocates of the Promoters in preparing and approving all such documents, shall be borne and paid by the co-op. hsg. Society already constituted or re-constituted or to be re-constituted proportionately. The Promoters shall not be called upon or liable to contribute towards any such expenses. The proportionate share of such costs, charges and expenses payable by the Purchaser shall be paid by him immediately on demand by the Promoters or the co.op. hsg. Society already constituted or to be re-constituted or to be re-constituted in the manner, as provided hereunder.

35. The Purchaser shall be bound from time to time, to sign all papers and documents and to do all such acts, deeds and things as the Promoters, may require from him to do, from time to time, for safeguarding the interest of the Promoters and of the purchasers of other premises in the Said Building and also co-op. hsg. Society already constituted or to be constituted or to be re-constituted in the manner, as provided hereunder. Failure to comply with the provisions of this clause, will render this agreement ipso-factor void and whatever the earnest money and other money or monies paid by the Purchaser shall stand forfeited to the Promoters.
36. In case, the Purchaser neglects, omits or fails to pay for, any reasons whatsoever to the Promoters, any amount or part thereof, due and payable by him to the Promoters, under the terms and conditions of this agreement [whether before or after delivery of possession] within the time, hereinafter specified or in case the Purchaser fails to perform or observe any of the terms, covenants, obligations and stipulations herein contained or referred to then, this agreement shall come to an end and shall stand terminated automatically and the Promoters shall be entitled to re-enter the said premises and take possession of

the Said Premises and thereupon, the Promoters shall refund to the Purchaser whatever amounts paid by him under these presents and after deducting therefrom a sum equal to the 15% of the total considerations payable, and also the loss/outgoings sustained and /or incurred by the Promoters in respect of the Said Premises without any interest and the same shall be paid by the Promoters on the re-sale of the Said Premises and an receipt of the entire sale consideration. Upon such re-entry by the Promoters as aforesaid, this agreement will come to an end automatically and the Purchaser shall cease to be the purchaser of the Said Premises and the Purchaser shall also be liable for immediate ejectment from the said premises as a trespasser. The Purchaser shall thereupon cease to have any right, title or interest or claim of whatsoever nature in respect of the Said Premises, or against the promoters.

37. The Purchaser shall not use Said Premises or permit the same to be used for any purpose whatsoever, other than for the residential purposes nor shall be use the use the Said Premises in any manner, which may or which may likely to cause nuisance or annoyance to the occupiers of other adjoining flats in the said building nor shall be use the said premises for any illegal or immoral purposes.
38. The Purchaser will not at any time, demolish or caused to be demolished, the Said Premises agreed to be purchased by him or any part thereof nor will at any time make or caused to be made any additions or alterations of whatever nature to the Said Premises or any part thereof. The Purchaser shall not close or enclose the verandas or lounges of balconies or make any alterations in the elevation internal dimensions of the said flat or to the outside colour scheme of the Said Premises agreed to be acquired by the Purchaser.
39. The Said Building shall be known as "SHIVCHANDRA S.R.A. CO-OPERATIVE HOUSING SOCIETY LTD.,"

40. After the Said Building is complete and ready, fit for occupation and after the co.op hsg. Society is re-constituted in the manner or constituted in respect of Sale Component as agreed herein after all the premises of the Sale Component of the Said Building have been sold and disposed off by the Promoters and the Promoters have received all the dues payable to them under the terms of the agreement for sale from all and each of the flat purchasers, the Promoters shall subject to the permission of State Government shall cause to execute an assignment or transfer deed of the Said Land and the Said Building in favour the co.op. hsg. Society already constituted or to be constituted or to be re-constituted as provided hereunder, subject to the policy, guidelines, rules and regulations, that be formulated by State Government or SRA or any other authority or body having jurisdiction over the subject matter.

41. In the event of co.op. hsg. Society in respect of the Sale Component is already constituted or the existing society is re-constituted before the sale and disposal of all the premises of the Sale Component, the powers and the authorities of the society to be constituted or re-constituted as the case may be and also of the purchasers of other premises of the Sale Component of the Said Building, shall be subject to the over-all authority and control of the Promoters. The Promoters shall have absolute authority, right and control in respect of the unsold premises of the Said Building and disposal thereof.

42. It is expressly agreed by and between the parties hereto that in case, the coop. hsg. Society is re-constituted or a separate society is formed of the purchasers of the premises of Sale Component of the Said Building before the sale of all/entire premises of the Sale Component of the Said Building, no maintenance or non-occupant charge shall be charged to the Promoters in respect of the unsold premises of the Saleable Portion of the Said Building, till such time, the same are sold in favour the prospective flat.

43. The Promoters have specifically informed the Purchaser and the Purchaser has agreed that if, as a result of any change in the policy of SRA Mumbai Municipal Corporation and/or State/Central Govt. or other competent authorities, if there is any increase in the present F.S.I. in respect of the Said Land or the Said Building including the benefit of use of further/additional permissible FSI/T.D.R. the Promoters alone shall be entitled to all such increase in the F.S.I./TDR and/or such benefit and the Purchaser individually or through the co-op. hsg. society of which he may become member shall not be entitled to object or claim such increased F.S.I. or such additional benefits and also in Promoters utilizing or consuming or assigning to any third parties of such increased F.S.I./TDR by constructing any extra structure/s or floor/s or building/s on the Said Land. Further, the Promoters have explicitly made it clear to the Purchaser that as a result of such increase in F.S.I./TDR or otherwise, the Promoters shall be entitled to amend, alter, modify or vary the building plans already sanctioned by the local authorities and/or competent authorities, as may be required by the said authorities and that on such sanctioning and approval of such amendment by the said competent authorities, the Purchaser shall be deemed to have consented to the Promoters for making such alterations or modifications of the plan, which have been already sanctioned and approved by the concerned authorities.
44. The following expenses which may be incurred for the Said Building shall be borne and paid by the Purchaser, exclusive of the consideration as agreed herein.
- [a] The expenses for maintaining, repairing, re-decorating etc. of the main structure and in particular the roof drainage and rain water pipes of the building, water pipes, gas pipes and electric wires, inside, under or upon the building enjoyed or used by the Purchaser in common with other purchasers/or occupiers of other flats/shops/

premises and of the main entrance, passages, landing staircases of the Said Building as enjoyed by the Purchaser or used by him in common with other purchasers or occupiers of the premises of the Said Building and of the boundary walls of the or the terrace of the Said Building and compound of the Said Building;

- [b] The cost of regular cleaning and lighting passages, landings, staircases and other parts of the Said Building or other common facilities of the Said Building, enjoyed or used by the Purchaser in common with other premises purchasers or occupiers of the Said Building;
- [c] Cost of decorating of the exterior of the Said Building and other parts of the Said Building or other common facilities of the Said Building enjoyed or used by the Purchaser in common with other premises purchasers or occupiers of the said Building;
- [d] The cost of salaries of clerks, bill collectors, chowkidars, security personnel's, sweepers etc. gardeners etc;
- [e] The cost of maintenance of lights and other service items;
- [f] Municipal and other taxes, water charges, land revenue, levies etc;
- [g] Cost of insurance of the Said Building and other common amenities and facilities of the said Said Building;
- [h] Cost of water meters, electric meters and/or any other deposits of water or other electric installation;

- [i] Cost maintaining elevators of the Said Building;
- [j] Such other expenses as are necessary or incidental to the maintenance and the upkeep of the Said Building.

45. Notwithstanding the execution of the final deed of transfer by the Promoters to the said society already constituted or to be re-constituted in the manner as provided hereunder and/or handing over of the possession of the Said Premises to the Purchaser or the Said Building, it is the Promoters who alone shall be entitled for the unsold premises to be constructed in the Said Building and further that it is the Promoters alone shall be entitled to any increase in F.S.I./TDR as may be then available and the Purchaser and the purchasers of other premises of the Said Building or the co. op hsg. Society already constituted or to be re-constituted in the manner as provided hereunder, undertake to accept the person or persons of any premises to be sold subsequently either on ownership basis, tenancy basis or leave and license basis as member or as nominal members, as the case may be, of such society/organisation without raising any objection whatsoever.
46. The Purchaser acknowledges that he is fully aware that the registration of this Agreement is compulsory, as per the provisions of Section 4 of The Maharashtra Ownership Flat Act, 1963 and therefore undertakes that he shall take all necessary steps to register the same, within the stipulated time at his own costs and expenses, the Purchaser shall lodge this agreement with Sub-Registrar of Assurance at Mumbai and intimate the Promoters in writing, the particulars of the number, date under which the agreement is lodged for registration.
47. The Purchaser do hereby admit, confirm and acknowledge that he has gone through the LOI and IOA and Commencement Certificates stated above copies whereof are annexed hereto and

further do confirm and admit that he is fully aware of the fact that as per the terms of the said LOI, there shall not be specific parking facilities available to any of the purchasers of the Sale Component of the Said Building within the compound of the Said Building.

48. Notwithstanding anything contained or provided herein, it is expressly agreed, specifically understood and further clearly acknowledged by the Purchaser that the terms of these presents are subject to the existing norms of SRA Act and modifications or variation or amendment if any of the rules and regulations under SRA Act, from time to time and further that any modification or variation or amendment of **any of** the rules and regulations under the SRA Act shall be automatically applicable to these presents.
49. The Purchaser do hereby admits, confirms and further acknowledges that the Promoters herein has expressly informed him and he is fully aware of the fact that as per the LOI issued by SRA in respect of the Said Property, the Purchasers of the premises of the Sale Component of the Said Building is not entitled to claim facility of parking of vehicles within the premises of the Said Building, as a matter of right.

SCHEDULE HEREINABOVE REFERRED TO

ALL THAT PIECES and parcels of lands or grounds lands bearing **C.T.S. No. 347/3(pt), 406(pt), 446(pt) & 404(pt),,** in aggregate admeasuring 728.28 sq.mts. of Village Mulund(E), Tal. Kurla, Dist. Mumbai Suburban within the local limits of T Ward of Mumbai Municipal Corporation.

IN WITNESS WHEREOF the parties hereto have hereunto set subscribed their respective hands and seals the days and year first herein above written

SIGNED, SEALED AND DELIVERED
by the withinnamed “**PROMOTERS**”
M/s. YASHRAJ CORPORATION,
through its Partner
MR. YASHRAJ VIJAY PANCHAL
in the presence of

1.

2.

SIGNED, SEALED AND DELIVERED
by the within named “**PURCHASERS**”
MRS.
in the presence of
1.
2.

RECEIPT

RECEIVED the day and year first hereinabove written from the
withinnamed PURCHASER/S a sum of Rs. 10,00,000/- (Rupees Ten

Lakhs only) as part payment towards the purchase of flat as within mentioned to be paid by him/her to us by Cash/Cheque being the payment of consideration as within mentioned above, details are as under.

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	WE SAY RECEIVED
WITNESSES:	Rs. 10,00,000/-
	FOR M/s. YASHRAJ CORPORATION,
1.	
2.	Partner of Promoters