



KARMVIR MUMBAI HOUSING PRIVATE LIMITED

Unit No. 608, The Capital, 6th Floor, Plot No. C-70,
G Block, A Wing, Behind ICIC Bank, Bandra Kurla Complex
Bandra (East), Mumbai - 400 051
Tel: +91 2652 7047/48
Website: www.karmvirgroup.in
CIN No: U70102MH2010PTC207166

ALLOTMENT LETTER

To,

Date : _____

SUB :- LETTER OF ALLOTMENT

REF :- Allotment of Flat No. _____ in our project 'WESTERN WOODS' on plot bearing C.T.S. No. 1B/9A at of Village Dindoshi, Mumbai

Respected Sir,

We are pleased to inform you that we have reserved a flat for you, **Flat No.** _____, on _____st Floor, admeasuring to _____**sq.ft.** Carpet, in the proposed building to be known as "**WESTERN WOODS**", situated at Village Dindoshi, District Malad, Mumbai, for the total consideration of Rs. _____/- (Rupees _____ Only). We confirm that we have received Rs. _____/- (Rupees _____ Only) as booking payment towards the same with following details.

Date	Cheque No.	Bank Name	Amount

You agrees that you shall pay the remaining amount of Sale Consideration of Rs. _____/- (Rupees _____ Only) agreed as per the payment Schedule.

This Allotment Letter shall not be treated as an Agreement for Sale. It shall be mandatory and binding on you, immediately after execution of Agreement for Sale between us this allotment letter shall automatically stand cancelled, shall have no effect and will be treated as null and void.

For KARMVIR MUMBAI HOUSING PVT.LTD.


Authorised Signatory



KARMVIR MUMBAI HOUSING PRIVATE LIMITED

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You shall NOT be permitted to transfer any of you right, title and interest and/or any other benefits in the said Flat nor create any third party rights without our prior written consent.

For, KARMVIR MUMBAI HOUSING PVT LTD,

Authorized Signatory.

For KARMVIR MUMBAI HOUSING PVT.LTD.

Authorised Signatory

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT made at Mumbai this ____ day of _____.

BETWEEN

KARMVIR MUMBAI HOUSING PVT. LTD., a company incorporated under the Companies Act, 1956, having its principal address of business at Unit No. 608, 6th Floor, The Capital, Plot No.C-70, G Block, A Wing, Behind ICICI Bank, BKC, Bandra-(E), Mumbai - 400051, through their Directors **MR. SUDEEP SAHA & MR. KARMVIRSINGH RAJPUROHIT**, hereinafter referred to as "**THE PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its administrators, successors in business and assigns) **OF THE ONE PART;**

AND

_____, an adult, Indian Inhabitants, having their address at _____, hereinafter called "**THE PURCHASER/S**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual include his respective heirs, executors, administrators and permitted assigns / in case of the HUF, the members and the coparceners of HUF from time to time and the last surviving member and coparcener and the legal heirs, executors and administrators of such last surviving member / in case of partnership firm the partners or partner as at present constituting the said firm the survivors or survivor of them and the heirs, executors, administrators and permitted assigns of the last survivor or survivors and in case of a limited company / corporate body its successors and permitted assigns) **OF THE OTHER PART;**

For **KARMVIR MUMBAI HOUSING PVT.LTD.**


Authorised Signatory

WHEREAS:

- A.** Prior to 1970, (1) Dwarkanath Vinayak Mahant, (2) Sumatibai Dwarkanath Mahant, (3) Kamalakar Dwarkanath Mahant, (4) Sudhakar Dwarkanath Mahant and (5) Ravikar Dwarkanath Mahant were seized, possessed of or otherwise sufficiently entitled to piece or parcel of lands being **(i)** a portion of land bearing Survey No 23 corresponding C.T.S. Nos. 7 and 8, admeasuring 3111.66 sq. yds. equivalent to 2601.72 sq.mtrs. or thereabouts bearing Plot No 3, **(ii)** a portion of land bearing Survey No 32, Hissa No 5A, corresponding C.T.S. Nos. 7 and 8, admeasuring 638.77 sq. yds. equivalent to 533.44 sq.mtrs. or thereabouts and **(iii)** a portion of land bearing Survey No 32, Hissa No 5A, corresponding C.T.S. Nos. 7 and 8, admeasuring 9.55 sq. yds. equivalent to 7.98 sq.mtrs. or thereabouts of Village Dindoshi, Taluka Malad, in P/North Ward, in the Registration District and Sub-District of Mumbai and Mumbai Suburban, more particularly described in the **First Schedule** hereunder written (hereinafter referred to as “**the said Larger Property**”).
- B.** By a Conveyance dated the 27th day of April, 1971, duly registered with the Sub-Registrar of Assurances at Bandra under serial no.785 of 1971 on 27th day of April, 1971, made and entered into between the said (1) Dwarkanath Vinayak Mahant, (2) Sumatibai Dwarkanath Mahant, (3) Kamalakar Dwarkanath Mahant, (4) Sudhakar Dwarkanath Mahant and (5) Ravikar Dwarkanath Mahant, (therein referred to as “the Vendors”) of the One Part and (1) Jaya Jayantilal Shah and (2) Vilasini Laxmikant Desai (therein referred to as “the Purchasers”) of the Other Part; the said Dwarkanath Vinayak Mahant and Others have granted, sold, conveyed and assured the said Larger Property, more particularly described in the First Schedule hereunder written, unto the said Purchasers, for consideration and on the terms and conditions more particularly setout therein.
- C.** A Plan for the sub-division of the said Larger Property, more particulars described in the First Schedule hereunder written, into two plots and indicated as **Plot Nos. 3A** and **Plot Nos. 3B** on the said Plan is prepared and submitted to the Municipal Corporation of Greater Bombay for sanction. Under the said layout the said Larger Property were proposed to be divided into two plots.
- D.** By a Deed of Partition dated the 06th day of March 1972, duly registered with the Sub-Registrar of Assurances at Bandra under Serial No. 33 of 1972, made and entered into between the said Vilasini Laxmikant Desai (therein referred to as “the Party of the First Part”) on one hand and the said Jaya Jayantilal Shah (therein referred to as “the Party of the Second Part”) on the

other hand, the Party of the Second Part therein (i.e. Vilasini Laxmikant Desai) was allotted the portion of the said Lager Property i.e. all that piece or parcel of land admeasuring 1358 sq.mtrs. or thereabout bearing C.T.S. No. 1B/9A of Village Dindoshi, Taluka Malad, in layout sanctioned by the Executive Engineer (Building Proposals), Zone II P-R Ward of the Municipal Corporation of Greater Mumbai, by letter No. CE/112/LO/P dated 4th March 1972, together with undivided/proportionate rights in the layout maintenance space, layout sub-station and internal layout roads lying, being and situate at Malad, in P/North Ward within the limits of Brihanmumbai Managarpalika, in the Registration District and Sub-District of Mumbai and Mumbai Suburban and more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as “**the said Property**”) on the terms and conditions more particularly mentioned therein.

- E. By a Conveyance date the 07th day of March 1972, duly registered with the Sub-Registrar of Assurances at Bandra under Serial No. 340 of 1972, made and entered into between the said Vilasini Laxmikant Desai (therein referred to as “the Vendor”) of the One Part and M/s. Mehul Industrial Estate, (therein referred to as “the Purchasers”) of the Other Part, the said Vilasini Laxmikant Desai have granted, sold, conveyed and assured the said Property, more particularly described in the Second Schedule hereunder written, unto the said M/s. Mehul Industrial Estate, for consideration and on the terms and conditions more particularly setout therein.

- F. By a Conveyance date the 30th day of May, 1972, duly registered with the Sub-Registrar of Assurances at Bandra under serial No.931 of 1972, made and entered into between the said M/s. Mehul Industrial Estate (therein referred to as “the Vendor”) of the One Part and M/s. Soni & Brothers, (therein referred to as “the Purchasers”) of the Other Part, the said M/s. Mehul Industrial Estate have granted, sold, conveyed and assured the said Property, more particularly described in the Second Schedule hereunder written, unto the said M/s. Soni & Brothers, for consideration and on the terms and conditions more particularly setout therein.

- G. In the premises aforesaid, the said “M/s. Soni & Brothers” (“**the Owners**”) were seized and possessed of or otherwise sufficiently entitled to piece or parcel of land admeasuring 1358 sq.mtrs. or thereabout bearing C.T.S. No. 1B/9A of Village Dindoshi, Taluka Malad, in the Registration District and Sub-District of Mumbai and Mumbai Suburban comprised in layout sanctioned by the Executive Engineer (Building Proposals), Zone II P-R Ward of the Municipal Corporation of Greater Mumbai, by letter No. CE/112/LO/P dated 04th March 1972, together with undivided/proportionate rights in the layout

maintenance space, layout sub-station and internal layout roads lying, being and situate at Malad, in P/North Ward within the limits of Brihanmumbai Managarpalika

- H. By a Development Agreement dated 26th day of July 2011 (hereinafter referred to as **“the Development Agreement”**), made between the said Owners (therein referred to as ‘the Owner’) on one hand and the Promoter herein (there referred to as ‘the Developer’), on the other hand, the said Owners nominated, constituted and appointed the Promoter herein as the developer, to demolish the structures standing thereon and constructing a proposed new building on the said Property.

- I. Under the said Development Agreement, the Promoter herein has inter alia agreed to grant absolutely free of cost to the said Owners totally admeasuring 22,000 sq.ft. (Super Built-up) (**“the Owners Area”**) and the said Promoter herein are entitled to sell the remaining areas to be constructed in the proposed new building/s on the said Property (**“the Promoter’s Area”**) on the terms and conditions contained under the Development Agreement.

- J. In these circumstances, the Promoter are entitled to develop the said Property by utilising the full permissible Floor Space Index (FSI) in respect of the Property and also FSI by way of Transfer of Development Rights (TDR) and any other benefits available on the said Property and deal with the premises constructed therein in the manner it deems fit and proper.

- K. The Municipal Corporation of Greater Mumbai (hereinafter referred to as **“the MCGM”**) has sanctioned plans for construction of the said Building to be constructed on the Said Property and accordingly issued the Intimation of Approval (IOD) dated 07th March 2013 bearing No.CHE/A-0364/BP(WS)/AP of 2012-2013 in respect of the said Property. A copy of the IOD is annexed hereto and marked as **ANNEXURES “A”**

- L. The said Promoter has got approved from the Municipal Corporation of Greater Mumbai for constructing a proposed new building to be constructed on the said Property. The said sanctioned plans may be amended / revised from time to time and sanctioned. The MCGM has on dated 04th April 2013 bearing No.CHE/A-0364/BP(WS)/AR, issued Commencement Certificate (CC) in respect of the proposed building. A copy of the CC is annexed hereto and marked as **ANNEXURES “B”**

- M.** Accordingly, for the purpose of development of the said Property, the Promoter is interalia presently constructing on the said Property, one building to be Called as “Western Woods”, comprising of stilts, 3 podium levels and 12 upper floors on the said Property, for residential premises, in accordance with the sanctioned plans and permissions and are entitled to sell on ownership basis, premises, garages, and other premises therein. The said Building “Western Woods” for the purpose of this Agreement shall be referred to as “the Said Building.” comprising of stilts, 3 podium levels and 12 or more upper floors on the said Property, more particularly described in the Second Schedule hereunder written, The name of the said proposed building shall be called as “**Western Woods**” (hereinafter referred to the “**THE SAID BUILDING**”).
- N.** At the instructions of the Promoters, Advocate H. G. Vijaykumar Address Krishna Palace, Gr. Floor, Near Sai Dham, Western Express Highway, Kandivali (E), Mumbai – 400 101, Advocate investigated the title of the Promoters and right of Promoters to construct building on the said Property and sell premises therein, and the said Advocates by their Title Certificate dated 28/12/2011, opined that the title of the Promoters to the said Property is marketable and that the Promoters is authorised and entitled to develop the Sale Building on the portions of said Property and construct building thereon and sell the premises therein. A copy of the said Title Certificate is also annexed hereto and marked as **ANNEXURE “C”**.
- O.** The Developer has entered into a prescribed Agreement with the Architect registered with the council of Architects and also appointed Structural Engineers for preparing structural designs, drawings and specifications of the building to be constructed on the said Property and the Purchaser accepts the professional supervision of the said Architect and the said Structural Engineers till completion of the said Building.
- P.** A copy of the property register cards in respect of the said Property are annexed hereto and marked as **ANNEXURES “D”**.
- Q.** The Promoter have subject to the terms and conditions of the Development Agreement dated 26th day of July 2011 and writings referred to herein and any amendments, modifications and/or changes therein, the sole and exclusive right to sell and/or otherwise deal with the flat or any other premises to be constructed by the Promoter on the said Property and to enter into agreement with the Purchaser of the flats and to receive the sale proceeds in respect thereof.

- R.** In these circumstances, the Promoter have started construction work of the building on the said Property and are selling on ownership basis, flats and other premises from the Developers Area in the said building.
- S.** Further building may be constructed on the Property by utilising balance F.S.I. in respect of Property or any other F.S.I. which may be available in respect of the said entire property or otherwise as also by utilising T.D.R., Fungible F.S.I as may be permitted in law for construction on the Property or any part thereof. The Promoters alone shall be entitled to the same.
- T.** There is an electric substation constructed by Reliance Energy on a portion of the said Property.
- U.** The Promoters as aforesaid are constructing one building on the Property. In respect of such building, the promoters will convey / lease to such society for a period of 99 or other shorter period as may be granted by the Appropriate Authority years with nominal lease rent of Rs.11/- per year with all powers of Promoter to the ultimate society. Similarly conveyance / leases will be granted in respect of other bldgs., if any, to be constructed on the Property. It is made clear that the Promoters may grant conveyance / the assignment of lease of the said Property jointly in favour of societies to all the Societies that may be formed in respect of bldgs, on the said Property at their own discretion and in such case a separate document will be executed between all such societies for having common use, enjoyment maintenance thereof as also regarding responsibilities therefore. In case of there being separate societies and separate lease documents being executed a right of way shall be granted by the Promoters or the Owners for the time being of the property as may be convenient for users of the building to be constructed. The Promoters may at their own discretion decide to have a common society in respect of all the building on Property in which case common conveyance will be granted in favour of a single society. The Promoters will be entitled to rearrange the boundary of the remaining portion of Property to which the Purchaser and/or ultimate society shall have no right and shall not claim any right therein.
- V.** The proposed building may be only a part of a larger construction scheme of the Promoters who may propose not only to construct the said building and develop the said property but are also developing the adjoining properties or one or more of them.
- W.** The present layout, design, elevation, plans etc., may be required to be amended from time to time by the Promoters and the Purchaser has entered

into the present Agreement knowing fully well that the scheme of development proposed to be carried out by the Promoters on the said Property may take a very long time, therefore the Promoters may require to amend, from time to time, the plans, lay out, design, elevation etc. and the Purchaser has no objection to the Promoters making such amendments;

- X.** The Purchaser demanded from the Promoters and the Promoters have given inspection to the Purchaser of all the documents of title relating to the said property including the true copy of the plans, designs and specifications prepared by the Promoters' Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963, (hereinafter referred to as "the said Act") and the rules made thereunder and the Purchaser confirm having seen, perused, verified and understood the said documents, writing etc., fully and have thereafter agreed to enter into this Agreement with the full knowledge thereof realising that this Agreement is subject to the terms and conditions contained in the above mentioned documents.
- Y.** The Flat Purchaser applied to the Promoters for allotment of the **Flat No.** _____ on the _____ **Floor** i.e. (_____ Residential Floor), in the proposed sale building to be constructed and to be known as Karmvir Avant Group's **"WESTERN WOODS"** on the said property (the said flat and podium parking space are hereinafter jointly referred to as **"the said flat"**) for the sale price / total consideration of **Rs. _____/- (Rupees _____ Only) ("Total Consideration")** including One Covered Car Parking.
- Z.** Prior to the execution of these presents, the Purchaser has paid to the Promoters a sum of **Rs. _____/- (Rupees _____ Only)** being part payment of the sale price of the said flat agreed to be sold by the Promoters to the Purchaser as earnest money (the payment and receipt whereof the Promoter do hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoters the balance of the sale price in the manner hereinafter appearing.
- AA.** Under section 4 of the said M.O.F. Act, the Promoters are required to execute a written Agreement for Sale of the said flat to the Purchaser being in fact, these presents and it is also required that the said agreement be registered under the Registration Act and which the Purchaser have agreed to lodge for registration with the jurisdictional registering authority and inform the

Promoters to enable them to admit the execution within statutory period mentioned under section 23 and 25 of the Registration Act, 1908.

- BB.** Hereinafter for the sake of brevity, the term Purchaser shall be referred to as “the Purchaser” and shall include Investor for the purposes of Article 5(g-a)(ii) of the Schedule I to the Bombay Stamp Act, 1958;

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

1. It is agreed between the parties hereto that all the recitals of this Agreement shall form part and parcel of operative part of this Agreement and shall be read accordingly.
2. The Promoters are as aforesaid constructing building “Western Woods” the said building consisting of ground and upper floors on the said property in accordance with the plans, designs, specifications etc. approved by the concerned local authority and which have been seen and approved by the Purchaser with only such variations and modifications as the Promoters may consider necessary or as may be required by the MCGM Authority or the concerned local authority or the Government to be made in them or any of them. The Purchasers hereby expressly consent to the Developers re-designing any building or building or the recreation area or internal road and passages and such other area or areas which the Developers may desire to realign and redesign. If the building, in which the Purchasers have agreed to acquire the premises, are completed earlier than other Building on the said property, the Purchasers confirms that the Developers then will be entitled to utilise any F.S.I. whether T.D.R. or otherwise, which may be available on the said property, said entire property or any part thereof or any part thereof or any adjoining property or properties as the case may be, written. Till the construction of the building “Western Woods”, is completed and the F.S.I., Fungible F.S.I and/or T.D.R. available on the said property is fully utilised by the Promoters and the amount or amounts receivable by the Promoters and all the obligations, required to be carried out by the Purchasers herein and the other purchasers of premises from the said Promoters, are fulfilled, the Promoters shall not be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or condominium of Apartment Owners, as the case may be. The Purchasers agree and irrevocably consent not to raise any demand or dispute or objection in that behalf.

3. The Purchaser has prior to the execution of this agreement satisfied himself about the title of the Promoters to the said property and he shall not be entitled, to further investigate the title of the Promoters and no requisitions or objection shall be raised on any matter relating to the title by the Purchaser after execution of this agreement.
4. The Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser **Flat No.**_____, admeasuring ____ sq.ft. (____ sq mtr) carpet area, inclusive of full area of balconies, etc. if any, on the _____ **floor** (____ Residential Floor), in the proposed sale building to be known as “**Western Woods**” delineated in RED colour boundary line on the floor plan thereof hereto annexed and marked as **ANNEXURE “E”**, together with an exclusive right to use a car parking being the common area (hereinafter the said flat and podium parking space are jointly referred to as "**the said Premises**"), for the price of **Rs.**_____/-(**Rupees** _____ **Only**) being the proportionate price of the common areas and facilities appurtenant to the said premises, extent and description of the common/limited common areas and facilities are shown on the plan annexed hereto. The Purchaser has paid to the Promoters on or before the execution of this agreement a sum of **Rs.**_____/-(**Rupees** _____ **Only**) as and by the way of earnest money and hereby agrees by pay to the Promoters the balance amount of **Rs.**_____/-(**Rupees** _____ **Only**) in the following manner:

Earnest Money	
Within 20 Days	
CC	
Foundation	
Plinth Completion	
17 Slabs (Rs._____/ - each for 17 Slab)	
Brickwork	
Internal Plaster	
Internal Tiling	
Internal Fittings	
External Plaster	
External Painting	
Possession	
TOTAL	

5. In accordance with the provisions of Income Tax Act the Purchaser is under obligation to deduct the TDS of 1% of the consideration amount and the Purchaser shall deduct 1% at the time of payment of each installment and pay the same to the Government Treasury and within seven days of such payment obtain and furnish the required Challan/Certificate to the Promoters. In the event the Purchaser fails to deduct such amount and/or to pay such amount to the Government Treasury then the Purchaser shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Promoters by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan/TDS Certificate evidencing such payment to the Promoters.

6. The Purchaser is aware that the Government of Maharashtra has announced the amendment to Maharashtra Value Added Tax 2002 making the said Act applicable to sale transaction contemplated herein by levying 1% value added tax on the contract price of premises / office / shop / flats mentioned in an Agreement for Sale registered after 1st April, 2010. In compliance of the aforesaid, the Purchaser hereby agrees to furnish to the Promoters a demand draft/pay order of **Rs._____/- (Rupees _____ Only)** being 1% on the said purchase price and/or any additional amount (due to enhancement in the percentage of value added tax by Government of Maharashtra on the said purchase price) as the case may be, in favour of the Promoters / prescribed authority being the amount payable towards value added tax when demanded by the Promoters.

7. It is expressly agreed that the time for the payment of each of the aforesaid installments of the consideration and other amounts shall be the essence of the contract. All the above respective payments shall be made within seven days of them to make payment of the same. The Promoters will send such notice under certificate of posting at the address mentioned hereinafter to the Purchaser and such posting will be sufficient discharge to the Promoters. The Purchaser shall make all payments of the consideration amount due and payable to the Promoters through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of **“Karmvir Mumbai Housing Pvt. Ltd.”**

8. Without prejudice to the Promoters' rights, under this agreement and/or in law, the Promoters shall be entitled to claim and the Purchaser shall be liable to pay to the Promoters interest at the rate of 21% per annum or at such rate as Promoters may agree on all such amounts which may become

due and payable by the Purchaser under the terms of this agreement and remain unpaid for seven days or more after becoming due. In addition to the aforesaid installments, the Purchaser shall simultaneously therewith also be liable to bear and pay VAT and Service Tax and/or other taxes on the said installments as may be applicable.

9. The Purchaser is aware that as per present statute, Service Tax/ VAT/GST are leviable /applicable on the sale consideration payable hereunder and consequently the amount of each installment payable by the Purchaser to the Promoters in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser hereby undertake(s) to pay the amount of the applicable Service Tax/VAT/GST along with each installment from the effective date with retrospective effect on which the relevant enactment/notification shall/has come into effect and further shall not dispute or object to payment of such statutory dues. The Promoters shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of Service Tax/VAT/GST applicable thereon and the Purchaser shall be deemed to have committed default in payment of amount due to the Promoters hereunder if such payment is not accompanied with the applicable Service Tax/VAT/GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government GST or any other taxes become payable hereafter on the amounts payable by the Purchaser to the Promoters in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser shall be solely and exclusively liable to bear and pay the same. The Purchaser hereby also agrees to pay to the Promoters, interest and/or penalty, if any, that may be levied on the payment of the value added tax and or the Service Tax and or any other taxes which may be levied from time to time alongwith the payment of the aforesaid amounts, when demanded by the Promoters.
10. The Purchaser has already paid amount of **Rs._____/- (Rupees _____ Only)** towards the VAT charges and amount towards the Service Tax as applicable shall be payable alongwith the payments of each installments.
11. The Purchaser shall make payments of total consideration / sale price / purchase price, Service Tax and other payments, as per the provisions of this Agreement. The Purchaser hereby agrees and authorizes the Promoters to appropriate the installments to be paid towards the price of

the flat towards the amounts due and payable by the Purchaser to Promoters with reference to payment of VAT, Service Tax and other dues under this Agreement and such adjusted amounts shall be the arrears in the total consideration / sale price / purchase price and the Purchaser in no event shall demure and protest the same in any manner whatsoever. Hence shall be treated as default towards non payments of the total consideration / sale price / purchase price.

12. On the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoters under this agreement (including his/her proportionate share of taxes levied by the concerned local authority and other outgoing) and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled to, at Promoters' own option, to terminate this agreement in which event the consequences hereinafter set out shall follow:

- (a) the Purchaser shall cease to have any right or interest in the said Premises or any part thereof;
- (b) the Promoters shall be entitled to sell and transfer the said Premises at such price and on the terms and conditions to such other person or party as the Promoters may in its absolute discretion deem fit, without any recourse to Purchaser;
- (c) on the realization of the entire sale consideration on resale from the new prospective Purchaser towards the said Premises, the Promoters shall refund to the Purchaser the amount paid till then by the Purchaser to the Promoters without any interest in pursuance of this Agreement after deducting therefrom:
 - (i) 20% of the purchase price of the said Premises i.e. the earnest money (which is to stand forfeited by the Promoters);
 - (ii) the taxes and outgoings, including brokerage charges if any, due and payable by the Purchaser in respect of the said Premises upto the date of termination of this Agreement;
 - (iii) the amount of interest payable by the Purchaser to the Promoters in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;

(iv) in the event of the said resale price being less than the purchaser price mentioned herein, the amount of such deficit.

(d) The Promoters shall, in the event of any shortfall, be entitled to recover the said amounts from the Purchaser. The Promoters shall not be liable to pay to the Purchaser any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Purchaser any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc. The amount shall be accepted by the Purchaser in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises. The Purchaser agree that receipt of the said refund by cheque from the Promoters by the Purchaser by registered post acknowledgement due at the address given by the Purchaser in these presents whether the Purchaser accept/s or encash/s the cheque or not, will amount to the said refund.

PROVIDED always that the power of termination herein before contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it has intended to terminate the Agreement and default shall have been made by the Purchaser in remedying such breach or breaches within fifteen days after receiving of such notice.

PROVIDED that if the Promoters does not receive any such reply or response from the Purchaser to comply with the terms mentioned in this clause in that case it is deemed to be considered that the Purchaser have constructive notice of the same and in that case the agreement entered by the Purchaser will be terminated and it shall have no force of law.

13. The fixtures, fittings and amenities to be provided by the Promoters in the said building and in the premises are those as described in the **ANNEXURE "F"** annexed hereto.
14. Commencing a week after notice in writing is given by the Promoters to the Purchaser that the said premises is ready for use and occupation irrespective of whether the possession of the premises is taken or not in accordance with this agreement, the Purchaser shall be liable to bear and

pay a corpus amount being a lump sum amount towards the proportionate share (i.e. in proportion to the floor area of the flat) of outgoing in respect of the said property and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property / building/s. Until the said society / limited company is formed and the said property and building are transferred to it, the Promoter shall use the corpus amount for the outgoings as may be determined from time to time. The Purchaser further agree and undertake to pay to the Co-op. Society/Company any additional amount demanded over and above the aforesaid corpus amount towards the outgoings, as and when required, without any demure and protest. The amounts so paid by the Purchaser to the Promoters shall not carry any interest and remain with the Promoters till the necessary transfer deed is executed in respect of the underneath land favour of the society or a limited company, subject to provision 6 of the said M.O.F. Act, on such transfer deed being executed, the aforesaid deposit (less deductions provided for under this agreement) shall be paid over by the Promoters to the society or limited company as the case may be deductions to be made, if any.

15. The Purchaser shall on execution of this agreement and prior to taking possession of the premises, deposit with the Promoters following sums of money in addition to any other amounts mentioned in this agreement:
 - (i) Rs.30,000/- (Rupees Thirty Thousand only) for meeting all legal cost, charges and expenses including professional cost of attorney at law, advocates and solicitors of the Promoters in connection with the cost of preparing and engrossing this agreement.
 - (ii) Rs.350/- (Rupees Three hundred fifty only) Rs.250/- (Rupees two hundred fifty only) for share money of 5 shares of Rs.50/- (Rupees fifty only) each and Rs. 100/- (Rupees One hundred only) towards entrance fee of the proposed co-operative housing society or limited company.
 - (iii) Rs.30,000/- (Rupees Thirty Thousand only) towards the deposit to meet the legal expenses and other out of pocket expenses/expenditure for formation and registration of the society.

- (iv) Rs.45,000/- (Rupees Forty Five Thousand only) towards deposit for water meter and electric meter and costs of electric substation and cables.
 - (v) Rs.75,000/- (Rupees Seventy Five Thousand Only) towards Infrastructure Development Charges.
 - (vi) Rs.25,000/- (Rupees Twenty Thousand Only) towards Pipe Gas Connection Charges , if gas pipe line is installed
16. The Promoters shall utilise the sum of Rs.30,000/- (Rupees Thirty Thousand only) as mentioned in Clause 15 (iii) paid by Purchaser for meeting all legal costs, charges and expenses including professional costs of the attorneys at law/advocates of the Promoters in connection with formation of the said society or limited company as the case may be preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this agreement, and the deed of assignment of lease.
 17. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser as deposit, sums received on account of the share capital, for the formation of the co-operative society or a limited company or towards the outgoings, legal charges and shall utilise the amounts only for the purpose for which they have been received.
 18. The Purchaser agrees and undertakes to pay all the amounts payable under this agreement as and when called upon by the Promoters and the Promoters are not bound to give any notice and the absence thereof shall not be admitted as an excuse for non payments of any amount/s on the due dates. The Purchaser further agree/s and undertake/s to observe and perform the terms, conditions and covenants contained in this agreement and to keep the Promoters indemnified against the said payments and observance and performance of the said terms, conditions and covenants to be observed and performed by the Purchaser under this agreement.
 19. The Purchaser shall pay stamp duty and registration charges payable, if any, by the said society or limited company, on the conveyance/lease or any document or instrument of transfer in respect of the said property and/or any part thereof and the said building to be executed in favour of the society or limited company. The Promoters will not be bound and liable to pay any stamp duty or registration charges on and/or under this agreement or otherwise.

20. The Promoters shall not be liable to share the maintenance charges, electricity charges and water charges in respect of the unsold flats. The Promoters will bear the local body assessment, if any payable and nothing else till all such unsold flats etc. are sold.

21. The said premises as stated in clause 4 above, admeasures about ____sq.ft., (_____Sq mtr) (carpet area) which carpet area includes the area of the balcony and other utility areas. The Purchaser has been specifically informed that apart from the said Carpet Area, the said premises enjoys certain further areas such as niches. The Carpet Area as stated in clause 4 above, together with the area niches, dry balcony, etc. is hereinafter called the "Usable Carpet Area". The Purchaser is further provided with certain common areas such as podium, parking floor, passages, lift well, staircase, entrance lobby, etc., as part of the building for the use of flat Purchaser.

22. The Promoter has represented that the open space, podium, and stilt form part and parcel of the common areas which are common to all the Purchasers. The Purchasers etc. have been proportionately charged for this common areas with specific right to park cars in an open area stilt / podium and which area has been sanctioned by the corporation for parking vehicles. The Purchaser is also aware that the promoters have already allotted to some other Purchasers the exclusive right to park cars in the open space passed for parking vehicles, podium, stilt and parking floor areas shown in the plan hereto. Purchaser herein hereby unconditionally accepts and confirms the same and agrees not to oppose the grant of such exclusive rights to park at any time hereafter and specifically agrees to vote in favour of creation of such exclusive rights if at any stage any voting takes place on a resolution passed in this regard at any meeting at the time or after the formation of the society in the meeting of the society, whether General Body Meeting or of any Managing Committee in respect thereof or otherwise in any manner whatsoever including by circular resolution. These exclusive rights to park car as aforestated are both inheritable and transferable and will stand attached to the said premises and the same shall not be transferred by the purchasers otherwise than with the transfer of the said premises. The purchaser agrees and undertakes to support any further exclusive rights to park that may be created by the Promoters herein in favour of the Purchasers which may be hereinafter made without any objection whatsoever and also agrees and undertakes not to object to and to specifically vote in favour of such exclusive rights in any resolutions that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the Society or otherwise in any other meeting. The

Purchaser is including by circular resolution aware that specifically relying on the aforesaid assurances and undertakings, the Purchaser is specifically granted exclusive rights to park as stated herein.

23. Agreed further that the irrevocable consent given herein shall be treated as an affirmative vote of the Purchasers and the Purchaser would be deemed to have assented to any resolution put up by the Society or Managing Committee referred to hereinabove.
24. The Purchaser is informed that the cost of proportionate common areas has been charged to the Purchaser. The Purchaser has prior to the execution of this Agreement, satisfied himself as to the measurements of the Carpet Area, the Usable Carpet Area and the Proportionate area of Common Areas.
25. If there is any increase in floor space index available in respect of the said property, the Promoters alone shall be entitled to utilise such additional floor space index by constructing additional floor/s on the said building as may be approved by the local authority or Government of Maharashtra or other competent authority. The residual F.S.I. if any, in the said property available but not sanctioned will be available to the Promoters till the registration of the society as well as the transfer of the said property and building and the Promoters will be entitled to utilize the same by constructing on the said property even after the transfer of the said property and building to the ultimate body of Purchasers.
26. In view of the Development Control Regulations 1991, it is possible for the Promoters to acquire certificate/s of Development Right of other properties (commonly known as TDR) and to make additional construction on the said property by utilising such Development Rights. Such additional, structures, or floors, shall be the property of the Promoters and the Promoters will be entitled to dispose off the same in any manner as Promoters may deem fit without adversely affecting the premises of the Purchaser.
27. If any portion of the said property is acquired or notified to be acquired by the Government, or by any other public body or authority the Promoters shall be entitled to receive all the benefits in respect thereof and/or the compensatory F.S.I. or all other benefits which may be permitted in lieu thereof till the society or limited company is formed and registered and the said property and building is transferred. The Promoters shall be entitled to use any additional F.S.I. or additional constructions that may be permitted by the local body or concerned authority on the said property for any

reasons whatsoever including F.S.I. in respect of any adjoining or neighboring property. Such additional structures and storey's will be the sole property of the Promoters who will be entitled to dispose off the same in any way the Promoters choose and the Purchaser hereby irrevocably consent to the same. The Purchaser shall not be entitled to raise any objection or claim any abatement in price of the premises agreed to be acquired by him/her/them and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever.

28. It is agreed by and between the parties that if the permitted floor space index or density though available but not sanctioned at the time the society or the limited company is formed or registered and the said property along with the building property is transferred, then, the Promoters will have the absolute rights to put up additional construction and storey's and/or consume such balance and/or available floor space index of the said property by constructing further on the said property even after the registration of the society or company and transfer of the property.
29. Till the time, the society or limited company, is formed and registered and deed of transfer / assignment in respect of the said property or part thereof and the building is executed the Promoters will be permitted to have the entire available F.S.I. including T.D.R. or any other benefit by whatever name called which could be used on the said property whether sanctioned or not and shall be entitled to utilise the same by making additions, alterations or putting up any additional structures as per the plan that may be approved by the local authority or the Government of Maharashtra or any other competent authority so as to consume the entire available F.S.I. in respect of the said property that may be available but not sanctioned even after registration of the society and transfer of the said property to the name of the said society. Such addition, structures, or floors, shall be the property of the Promoters and the Promoters will be entitled to dispose off the same in any manner as Promoters may deem fit without adversely affecting the flat of the Purchaser even after transfer of the said property.
30. The Purchaser agree/s and undertake/s to permit and give the Promoters all facilities for making any additions, alterations or to put up any additional structures or floors, on the said property even after the said society or limited company is formed and registered and the said property and the said building or part thereof is

transferred to the society and the work mentioned in clause 21 to 25 above is completed in full and possession of such flats etc., are handed over to

the respective Purchaser of such premises etc. The Purchaser agree/s and undertake/s not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons.

31. The Purchasers shall not be entitled to any rebate and/or concession in the price at his/her/their flat/premises on account of the construction of additional floor/s and/or any other building and/or structure and/or the changes, alterations and additions made in the building or building or structures or on account of any advertisement hoarding and/or facilities for disk Antenna/Satellite transmission facilities put up on the said property and/or the said building.
32. The Promoters hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the premises to the Purchaser, obtain from the concerned local authority, occupation and/or completion certificate in respect of the said building.
33. The Promoters hereby agree that they shall, before handing over possession of the premises to the Purchaser and in any event before execution of a assignment of lease/sub-lease/lease of the said property or portion thereof in favour of a body to be formed by the Purchaser of flat in the building to be constructed on the said property (hereinafter referred to as "the Society"/"the Limited Company/condominium"), make full and true disclosure of the nature of his title to the said property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said property, and shall as far as practicable, ensure that the said property is free from all encumbrances and that the Vendor/Lessors/Owner/ the Promoters has/have absolute, clear and marketable title to the said property so as to enable them to convey/lease to the said Society/Limited Company/condominium such absolute, clear and marketable title on the execution of a conveyance/lease/assignment of lease of the said property in favour of the said Society/Limited Company/condominium.
34. The Promoters shall be entitled to enter into agreements with other Purchaser on such terms and conditions of the agreements as the Promoters may deem fit without affecting or prejudicing the rights of the Purchaser in the flat under this agreement.

35. The Promoters at its risk and responsibility may avail from banks/ financial institutions, loan / financial assistance for development and construction of the Sale Building on the said free sale plot in which the said Premises is situated and as a security for the payment thereof it may, create security on the development rights in respect of the said Building to be constructed on the said free sale plot of land together with flat in the said Building but without affecting in anywise or encumbering the said Premises. The Promoters hereby represent that the said Premises has not been mortgaged with any bank or financial institution.
36. (i) Upon completion of the entire redevelopment of the said Property and sale of all the Flats in the said building and subject to the Purchaser having made payment of the entire consideration including all dues, outgoings to be paid hereunder, the Promoters shall form a one or more composite Society/Limited Company/Condominium or any other association (hereinafter referred to as "**the Common Organization/s**") of all the purchasers/occupants of the said building/s and the Promoter to cause the Owners to execute conveyance / Lease in respect of the said Building in favour of such Common Organization.
- (ii) The Purchaser alongwith other purchasers of flats in the Building and/or allottees of the Sale Building shall join in forming and registering the Common Organization and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the Common Organization and for becoming a member, including the bye-laws/Memorandum & Articles of Association of the proposed Common Organization and duly fill in, sign and return to the Promoters within ten days of the same being forwarded by the Promoters to the Purchaser', so as to enable the Promoters to register the organization of the Purchaser under Section 10 of the said Act within the time limit prescribed by rule 8 of the said Act. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of the Common Organization, as may be required by the Registrar of Co-operative Societies/ Registrar of Companies, as the case may be, or any other Competent Authority.
- (iii) It is agreed by and between the Promoters and the Purchaser that the Promoters shall, within a period of four months of the formation and registration of the society or limited company as aforesaid and

on receipt of the occupation / completion certificate of all building or building on the said property and after completing sale of all flats, etc. and receipt of entire consideration in respect of sale of all flats, units, premises, etc. cause to be transferred to the society or limited company, all the rights, title and interest of the said property together with the building/s subject to the sale and/or allotment of garage, stilt parking, parking space, open space etc. by executing and/or by causing the execution of the necessary lease/sub lease of the said property to the extent as may be permitted in favour of such society or limited company and transfer of the building, as the case may be and such lease / transfer shall be in keeping with the terms and provisions of this agreement is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold Flats including car parking spaces in the said building shall at all times, including after the formation and registration of the Common Organization and/or after the conveyance / lease of the said Property and the said building in favour of the Common Organization, be and remain the absolute property of the Promoters, and the Promoters shall become members of the Common Organization in respect thereof, and the Promoters shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Purchaser herein, nor the Common Organization shall object to or dispute the same. On the Promoters as the case may be intimating to the Common Organization the name or names of the Purchaser or acquirer/s of such unsold Flats, etc., the Common Organization shall forthwith accept and admit such purchasers and acquirers as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recording from them any premium, fees, donations or any other amount of whatsoever nature in respect thereof. The Promoters be shall not be liable to pay maintenance charges for the unsold Flats to the Common Organization save and except the municipal taxes with effect from receipt of occupation/ completion certificate.

37. The Promoters hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall, before offering over physical possession of the said Premises to the Purchaser, obtain from the concerned local authority occupation certificate in respect of the said Premises. Thereafter the same shall be complied and performed by the Purchaser/s.
38. The Promoters shall give possession of the said Premises to the Purchaser by June 2016, after completion of the proposed building and on obtaining necessary Occupation Certificate in respect thereof and upon receipt of the entire consideration with a further grace period of 6 (Six) months. If the Promoters fail or neglect to give possession of the said Premises to the Purchaser on the aforesaid date and/or on such date as may be extended by mutual consent then the Purchaser shall have the option to terminate this Agreement after giving 15 days notice in writing, whereupon the Promoters shall be liable on demand to refund to the Purchaser amounts already received by them in respect of the said Premises alongwith simple interest @ 9% per annum from the date of the receipt of the respective amounts by the Promoters till payment. It is agreed that upon the termination of this Agreement by the Purchaser, the claim of the Purchaser shall be restricted to refund of monies paid with simple interest @ 9% p.a. thereon and that the Purchaser shall not be entitled to claim for loss and/or damages and/or mental trauma or otherwise howsoever till the entire amount alongwith interest thereon is refunded by the Promoters to the Purchaser the same shall subject to prior encumbrance if any, be a charge on the said Premises but only to the extent of the amount so due to the Purchaser. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Purchaser under this Agreement. The Purchaser agrees that receipt of the said refund by cheque from the Promoters by the Purchaser by registered post acknowledgement due at the address given by the Purchaser in these presents whether the Purchaser accepts or encashes the cheque or not, will amount to the said refund.
39. The Promoters shall be entitled for reasonable extension of time for handing over the possession of the said Premises, as stated in Clause 38 hereinabove, if the completion of the said sale building in which the said Premises is situated is delayed on account of
- (i) non-availability of steel, cement, other building material, water or electric supply for a period of not more than six months.
 - (ii) War, Civil Commotion, Riots or Act of God;

- (iii) Any notice, order, rule, notification of the Government and/or other public or competent authority.
 - (iv) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or
 - (v) on account of delay in issue of the Occupation Certificate, and/or any other Certificate/permission/approval as may be required in respect of the said sale building by the said local authority or
 - (vi) delay in grant of any NOC / permission / licence / connection for installation of any services, such as lifts, electricity and water connections and meters to the project / flat / road or completion certificate from appropriate authority for which such delay shall be condoned by not be more than six months;
 - (vii) any other concerned authority not due to any default on the part of the Promoter herein or any cause beyond the control of the Promoters or any other reasonable cause or and that the Purchaser hereby agrees to ignore such delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Promoters as per the provisions of section 8 of the MOFA
 - (viii) Any stay, injunction or other order of any court, tribunal or authority.
40. Before entering into this agreement, the Promoters have disclosed to the purchaser and the purchaser is put to the notice that the Promoter and/or their nominee/s propose to develop the said property in phase-wise manner and, have, for the purpose, prepared a lay-out plan of the property in accordance with the prevalent provisions of the Development Control Regulations. By virtue of the proposed development, it is possible, that the Promoters or the nominees may from time to time, amend the said lay-out plan and for the purpose may reallocate/ shift the internal reservations, like parking, internal roads, common facilities, recreation ground, garden, electric sub-station, open space and all other infrastructures of the lay-out, from time to time. By the proposed amendments in the lay-out, it is possible that, the Promoters or the nominees of the Promoters may put up High-rise towers in the said lay-out plots in accordance with the layout plans, building rules and the Development Control Regulations etc. then prevailing. The Purchasers hereby accords his informed consent with regard to this potentiality of development of the said property. These aforesaid facts are being put to the specific notice of the Purchaser, as contemplated under the provisions of law and as interpreted in the various judgments of the various High Courts and the Supreme Court of India. The Purchaser hereby further accords his irrevocable consent and agrees that, the Purchaser will not create any hindrance or obstruct the Promoters or the nominees under

the pretext of any infringement of easement or loss of air or light or any private benefit or the obstruction of the view of the surroundings or enjoyment of common amenities and facilities or otherwise on any ground whatsoever, and, as such, the Promoters or nominees of the said larger property will be entitled to develop the said lay-out plots and the properties without any further or other written or otherwise any consent from the Purchaser in this regard. The Purchaser further declares and confirms that, the sellers have made true, complete and full disclosure of the potentiality of the development with regard to the additional constructions that may be put up on the said larger property. The Purchaser is further put to the notice that the said property is, in future, capable of being loaded with additional F.S.I., floating F.S.I./ T.D.R. Fungible F. S. I. in the entire project or scheme of development of the said larger property. The Purchaser further agrees and records that the consent accorded herein by this specific clause, is an informed consent and shall not be construed as a blanket consent or authority obtained by the Promoters, as the Promoters have made full, free and complete disclosure of the development potentiality of the entire project. The Purchaser is further put to the notice that, as a result of the development potentiality, it will be possible for the Promoters or the nominees to put up individual separate building or Highrise tower or structures or wings adjacent to the existing building as also the upper floors on the said existing building in the lay-out in accordance with the layout plan then stood approved, building rules and the Development Control Regulations etc. The Purchaser further agrees not to challenge such amendments on the basis of hardship, health, safety measure, easement, loss of light or area or loss of view or otherwise.

41. The Purchaser shall bear and pay the proportionate municipal taxes, maintenance charges and all other outgoings in respect of the said Building from the date of possession in respect of the said Premises. The common expenses in respect of the said sale property, shall be shared by the purchasers of Flats in proportion of their respective area.
42. The Purchaser shall take possession of the said Premises within 15 (fifteen) days of the Promoters giving written notice to the Purchaser intimating that the said Premises is / are ready for use and occupation.
43. if the Purchaser carries out any alteration or addition or change as regards columns, beams, slabs, and/or ceiling or outer walls any other structural change/alteration in the said Premises or any part thereof in the said Premises and/or the said free sale building, the Purchaser alone shall be responsible to rectify such defect or change at his/her/their own cost/s.

44. It is hereby expressly clarified, agreed and understood between the parties hereto that:

- (a) The Promoter hereby declare that they are entitled to use the available FSI and T.D.R for construction of thee building on the said Property. This development is subject to the terms of the development agreement signed with the landlord.
- (b) The entire unconsumed and residual F.S.I. and T.D.R., if any in respect of the said free sale building to be constructed on the said sale building on the said Property and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D. P. Plan, Rules, Regulations and bye-laws governing the FSI as also the F.S.I. which may be available till execution of the vesting document in respect of the said free sale building as aforesaid on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to Promoter, free of all costs, charges and payments, and neither the Purchaser herein, nor the Organization shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;
- (c) The Promoters, shall have the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR respectively for constructing any new and additional structures and floors thereon, and/or otherwise howsoever, as the Promoters may desire and deem fit and proper and as may be legally permitted, whether now or at any time in future. It is expressly agreed that in case of vertical expansion of the said Building by way of additional floor/s, the Promoters shall be entitled to shift the water tank/s, dish antenna/s, relay station for cellular and satellite communications etc., either over and above such additional floors and/ or extension or such other place/s as the Promoters may deem fit and proper.

- (d) The lift machine room and water tank shall be located on the common terrace above the topmost floor of the said Building. The said common terrace is agreed to be left open to the sky for further and additional constructions thereon by the Promoters in future at any stage and/or time in terms of this Clause. The Purchaser will not have any right to use or have any claim right title or interest of whatsoever nature in the said common terrace, save and except for the purpose of inspection and maintenance of lift, lift room and water tanks;
- (e) All such new and additional Flats in building and structures shall absolutely and exclusively belong to the Promoters, and neither the Purchaser herein, nor the Common Organization shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Promoters shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Purchaser nor the Common Organization shall raise any dispute or objection thereto and the Purchaser hereby grants his irrevocable consent to the same;
- (f) The Common Organization shall admit as its members all purchaser's of such new and additional Flats whenever constructed on the said Building.
- (g) The Purchaser shall not at any time hereafter raise any objection of dispute on any ground whatsoever to the provisions of this agreement or to the Promoters exercising their rights as mentioned herein, nor shall they claim any abatement or reduction in the purchaser price due to the same nor shall they claim any compensation or damages from the Promoters due to the same on any ground whatsoever;
- (h) It is agreed and understood that at any time before the execution of the lease of the said free sale plot in favour of the Common Organisation of both the building each having two wings each of the free sale building known as "Western Woods", the Promoters shall be entitled to amalgamate the said free sale plot with any other adjacent property which it may have already purchased /acquired, or which it may hereafter purchase/acquire, and to apply for and obtain the necessary sanctions, permissions, orders, NOCs,

approvals, etc. for such amalgamation, and to develop the said free sale plot in accordance therewith. The Purchaser shall not raise any objection to or dispute such amalgamation of the said Property of land by the Promoters; and

- (i) The Promoters shall be entitled to grant any Right of Way or license of any right through, over or under the said property to any person or party including occupant, purchaser or person entitled to any area or areas in any building(s) which may be construction by the Promoters on the said property or any other adjoining property or properties to the said property or to any other person as the Promoters may desire or deem fit.
- (j) The Promoters shall be entitled to revise the boundary or area of the layout in respect of the said property and to submit any revised layout or amended building plans for the purpose of revision of the layout in respect of the said property as the promoters may desire or deem fit from time to time.
- (k) The Promoters shall be entitled to take benefit of any approval of development rights which may become available with respect of the said property to any other property or properties either adjoining the said property or otherwise as may be permissible in law and the Purchaser shall neither claim any right thereto nor object or dispute the same in any manner whatsoever.
- (l) The Promoters hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings etc. on any open spaces in the said property including on the terrace and compound walls for the said purpose on such terms and conditions as the Promoters may desire. The said right shall continue to subsist even after the execution of lease or assignment in favour of the estate or common organization to be formed by the Flat Purchaser. If any municipal rates, taxes, cess, assessments are imposed on the said property due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said property, the same shall be borne and paid wholly by the Promoters. The Promoters shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Business office purchaser will not object to the same for any reason whatsoever and shall allow the promoters, their

agents, servants, etc. to enter into the said property, the terrace and any other open spaces in the said property for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Promoters shall be entitled to transfer or assign such right to any person or persons who they may deem fit and the Business/ office purchaser or the estate or common organization to be formed by the Business office purchaser shall not raise any objection thereto.

- (m) The Purchaser is aware that the Promoters or the Maintenance Agency nominated by the Promoters for providing certain Maintenance Services in the said sale building shall maintain the Sale Building until such time as the society/Common Organization of the Purchasers is formed and takes charge of the property. Provided that the Purchaser alongwith the other members of the said Society/Common Organisation of flat/office/premises/ Purchaser shall be entitled to enter into Maintenance and Service Agreement, with the Promoter and/or the said Agency appointed by the Promoter at their own cost and risk.
- (n) It is in the interest of the Purchaser to help the Maintenance Agency in effectively keeping the Flats and the same building secured in all ways. The Purchaser hereby agrees and accepts that for security reasons, the Maintenance Agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/ visitors to the same building. However, it has been made clear to the Purchaser that the entire internal security of the premises shall be sole responsibility of the owner/purchaser/occupant and the Promoter or the Maintenance Agency shall not be responsible for any theft, loss or damage suffered by the owner/purchaser/occupant due to any security lapse within and in respect of the Flats hereby agreed to be purchased by the Purchaser.
- (o) The provisions of this clause shall always be of the essence of this Agreement and shall be covenant running with the land.

- 45. It is further agreed by the Purchaser that he shall not at any time either at the time of carrying out the interior works or otherwise make any changes in the facade elements or elements supporting facade, that the window above the ledge should be retained to avoid leakage in side of the said Premises and that the gap between the ledge and structural glazing should

not be closed and that there should not be any change in this regard, there should not be any tampering for the existing services like plumbing, electrical, etc in the service duct areas, there should not be any tampering to any R.C.C. members like columns, beams, slabs, etc., there should not be any tampering of the smoke seal, no work is allowed in the Electrical or Plumbing duct without prior approval/ permissions of the Promoters and/or the Common Organization or of any appropriate authority, required, if any, in case of Waterproofing of the entire floor of the said Premises to be carried out by Purchaser, the same shall be done prior to starting of any civil finishing work. It is further agreed by the Purchaser that he shall submit a set of as-built drawings for all the services in the respective areas of the said Premises and that Plans and details for interior work should be submitted to the Promoters and/or the Common Organization for approval and that the work must be carried out in accordance with the approval/permission of the Promoters and/or the Common Organization. It is further agreed that the Purchaser shall keep deposited Rs.1,00,000/- (Rupees One Lakh only) with the Promoters and/or the Common Organization as a deposit which shall be used by the Promoters and/or the Common Organization to rectify damage caused, if any, to the said Building or any structure or common property or others' property during interior works. That the decision of the Promoters and/or the Common Organization in this respect shall be final and binding on the Purchaser.

46. The Purchaser shall use the said Premises or any part thereof or permit the same to be used only for the purpose for which the same has been allotted.
47. The Purchaser hereby agree that in the event if any amount by way of premium or security deposit as fire cess is paid to the SRA/MMRDA/MCGM or to the State Government or any other tax or repayment of a similar nature becoming payable by the Promoters the same shall be reimbursed by the Purchaser to the Promoters in proportion of the said Premises agreed to be acquired by the Purchaser and in determining such amount, the decision of the Promoters shall be conclusive and binding upon the Purchaser.
48. If at any time any development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the SRA/MCGM/MHADA, Government and/or any other Public Authority in respect of the said free sale plot and/or the said free sale building standing thereon, the same relating to the period after the Purchaser is put in possession of the said Premises shall be borne and paid by the Purchaser in proportion to the saleable area occupied by it.

49. The Purchaser agree/s and undertake/s that all charges, consideration, stamp duty, registration charges, transfer fee, premium or any other charges of any nature whatsoever payable to MMRDA or SRA or MCGM or Metropolitan Commissioner or any other authority for execution of lease of the said free sale plot in favour of the said Common Organization and/or for execution of this Agreement is the responsibility of the Purchaser. The expenses, charges, fees etc. for obtaining lease deed from MCGM/SRA/Concerned authority in respect of the said Building in favour of the Common Organization to be formed including stamp duty and registration charges in respect thereof shall be borne and shared by the occupants of the said Building.
50. The Purchaser has:
- (a) taken inspection of all relevant documents and has satisfied himself fully in respect of the Promoters' title to the develop the free sale plot and the said Premises prior to the execution of this Agreement and the Purchaser doth hereby accepts the same and agree not to raise any requisition or objection/s or dispute relating thereto at any stage; and
 - (b) read and understood and is fully aware of the terms and conditions of Development Agreement dated 26th July 2011, the said writings, Intimation of Approval dated 07th March 2013, Commencement Certificate dated 04th April 2013 and all the plans, designs and specifications prepared by the Promoters' Architects and the Promoters rights, liabilities and responsibilities thereunder and in respect of the said free sale plot and the said Building and has no objection thereto and further hereby agrees to accept the said terms and conditions unconditionally and absolutely and is aware of the fact that the Promoters have agreed to sell and transfer the said Premises to the Purchaser relying on the assurance and declaration of the Purchaser that he/she/they has/have no objection to the same.
51. The Purchaser for himself with intention to bring all persons into whosoever hand the said Premises may come, do hereby covenant with the Promoters as follows:
- (a) To abide by the terms and conditions of the said Common Areas and Facilities Agreement;

- (b) To maintain at the Purchaser's own cost in good tenable repair and condition from the date of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the said Building, staircases or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said Premises itself or any part thereof;
- (c) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building including entrances of the said Building and in case any damage is caused to the said Building and/or the said Premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable to carry out the repair at the Purchaser's cost;
- (d) To carry at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser and shall not do or suffer to be done anything in the said Premises or to the said Building or the said Premises which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequence thereof to the concerned local authority and/or public authority;
- (e) Not do or suffer to be done anything in the said Premises or to the said Building or the said Premises which is in contravention any of the Clause in the agreement. And in the event of the Purchaser committing any act in contravention of any of the Clause in the said agreement. The Purchaser shall be responsible and liable for the consequence thereof including the liability to carry out the repair at the Purchaser's cost;
- (f) 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 whatsoever in or to the said Premises or any

part thereof, nor any alteration in the elevation and outside colour scheme of the said free sale building and shall keep the portion, sewers, drains pipes in the said Premises and appurtenances thereto in good tenantable repair and condition and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Pardis or other structural members in the said Premises without the prior written permission of the Promoters and/or the said Common Organization and in the event so such damage the Purchaser shall indemnify the Promoters and/or the Common Organization for the same;

- (g) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said free sale plot and the said Building or any part thereof or whereby any increase in premium shall become payable in respect of insurance;
- (h) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said free sale plot and the said Building;
- (i) No equipments such as dish antennae/solar heaters/solar panels, D.G. Set, air conditioning plants etc. shall be installed on the terrace and/or under the stilts and/or basements of the said building and/or in the compound of the said building by any of the flat holders and/or the said organization at any time whatsoever without the permission of the builders. However the Promoters alone shall from time to time and at all times be entitled to permit the flat holders of the premises in the said building to install equipments such as dish antennae/solar heaters/solar panels, D.G. set, air conditioning plants etc. on the terrace and/or under the stilts and/or basements of the said building and/or in the compound of the said building as the Promoters may determine absolutely at its discretion.
- (j) The Purchaser shall not remove or affix grills / fixtures on the exterior of the said Building or cause any obstruction of any nature whatsoever and the Purchaser shall forthwith remove such grills, fixtures, obstructions.
- (k) Pay to the Promoters within 7 (seven) days of demand by the Promoters, his share of security deposit, charges or expenses etc. demanded by concerned local authority or Government or giving water, electricity or any other service connected to the said Building;

- (l) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Purchaser viz. user for any purposes other than purpose for which the same is allotted;
- (m) The Purchaser shall not sell, mortgage, transfer, assign, let, underlet or sub-let the said Premises or the Purchaser's interest or benefit factor of this Agreement or part with the possession of the said Premises or any part thereof until all the dues payable by the Purchaser to the Promoters under this Agreement are fully paid-up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Promoters;
- (n) The Purchaser shall observe and perform all the rules and regulations which the said Common Organization may adopt at its/their inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said free sale plot, the said free sale building, the said Building and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the said Common Organization regarding the occupation and use of the said Premises in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;
- (o) Till the conveyance / lease / sub-lease of the said Property and the said Building is executed in favour of the Common Organization the Promoters and its servants and agents, with or without workmen and others, shall at all reasonable times, be entitled to enter into and upon the said Property, and the said Building or any part thereof.
- (p) In the event any development charges or betterment charge, service charge or premium or tax or any other levy becomes payable by the Promoters, the Purchaser hereby agrees to

reimburse the same to the Promoters in proportion to the area of Flat, etc., agreed to be purchased by him and in determining such amount, the decision of the Promoters shall be conclusive and binding upon the Purchaser.

- (q) The Purchaser shall insure and keep insured the said Flat against loss or damage by fire of any other calamities for the full value thereof.
- (r) The Purchaser agrees that his interest in the said property and the said building is impartable and he shall not be entitled at any time to demand partition of his interest in the said property and/or in the said building.
- (s) In case MSEB or any competent authority requires/demands construction of sub-station before supplying necessary electricity or domestic load to the proposed building, the cost charges and expenses thereof shall be borne and paid by all the Purchaser in proportion to the area of their respective Flat agreed to be acquired by them.
- (t) Until the said property together with the said building is conveyed as aforesaid, the Promoters will control the management of the said building, realisation of outgoings and the disbursements of the payments to be made. The Purchaser alongwith other flats/premises/parking space Purchaser and/or the co-operative society and/or limited company and/or incorporated body will not have any objection to the aforesaid right of the Promoters.

52. Notwithstanding any other provisions of this Agreement the Promoters shall be entitled to, at the Promoters sole and absolute discretion:

- (a) to decide from time to time when and what sort of document of transfer should be executed in whose favour.
- (b) to have a society and/or limited company and/or any other body or bodies of Purchasers formed and constituted as contemplated herein.
- (c) have an exclusive, unfettered and unimpeachable right to sell, enter into any agreement with any persons as may decided by them from time to time.

- (d) have a right to terminate this agreement for sale in the event of happening any one or many of the acts, deeds things done or caused to be done by the said Purchaser if the Purchaser is not co-operative or unwilling to follow or observe the policy formulated by the said Promoters for the said purpose and/or terms and conditions imposed by them from time to time for the better management of the project or anything done or caused to be done for any unlawful activities, gains or having any relation or connection with the organizations which has been banned by the Government of India or the State Government of Maharashtra as the case may be and or propagating any message or information or things which may adversely affect the interest of the Promoters and/or persons associated with the Promoters till the final conveyance given by the Promoters to the society and/or limited company as may be formed or incorporated as contemplated herein.
 - (e) to cause to be and/or sub-leased or transferred the said building and/or building together with the said property i.e. land underneath the building and appurtenant land i.e. compulsory open space required under law in favour of such society and/or limited company and/or other associations as the case may be.
 - (f) to decide and determine how and in what manner the infrastructure including the common utility areas and gardens and other recreational facilities to be used by the various flat purchaser may be transferred and/or conveyed/assigned/ leased.
 - (g) to provide for and incorporate covenants, restrictions and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads if any.
53. For any amount remaining unpaid by the Purchaser under this Agreement, the Promoters shall have first lien and charge on the said Premises agreed to be allotted to the Purchaser.
54. This Agreement sets forth the entire Agreement and understanding between the Promoters and the Purchaser and supersedes, cancels and merges :
- (a) All Agreement, negotiations, commitments writings between the Purchaser and Promoters prior to the date of execution of this Agreement.

- (b) All the representation, warranties commitments etc. made by the Promoters in any documents, brochures, hoarding etc. and /or through on any other medium.
 - (c) The Promoters shall not be bound by any such prior agreement, negotiations, commitments, writings, discussions, representations, warranties and or compliance thereof other than expressly agreed by the Promoters under this Agreement.
55. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises or of the said free sale plot and the said Building or any part thereof. The Purchaser shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them. It is further agreed that all rights of ownership in all open spaces, parking spaces, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoters, until the said free sale plot and the said Building is leased to the said Common Organization as hereinabove mentioned, which in any case shall be subject to the rights of the Promoters as agreed to and specified herein and of the other purchasers of Flats and premises as herein stated.
56. It is further expressly clarified, agreed and understood by and between the parties hereto that the lower stilt and upper stilt, center portion of the car parking space and garden, all open spaces of the compound and the common terrace above the topmost floor of the said Building, shall always absolutely and exclusively belong to the Promoters and the Promoters shall have full right, absolute authority, and unfettered discretion to use the same in any lawful manner, including for putting up and displaying hoarding/advertisements thereon, or putting up any overhead water tank/s thereon to store and supply water to the occupants of the said Building. The Promoters shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Purchaser or the said Common Organization, and neither the Purchaser nor the said Common Organization shall at any time raise any dispute or objection in this regard. Use of the said common terrace may also be allowed to install Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. for which purpose the Promoters shall be entitled to enter into suitable arrangement/s or agreement/s with any person/s on such terms and conditions as the Promoters deem fit and to receive/collect such contract monies/rents as consideration thereof from such person/parties/ allottees. It is hereby expressly agreed that in case of further expansion more

particularly the vertical expansion of the said Building by way of additional floor/s, the Promoters shall be entitled to shift the water tank/s, Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. either over and above such additional floor/s and/or extension or such other place/s as may be convenient to the Promoters and the Purchaser and/or the said Common Organization shall not be entitled to raise any objection and/or create any hindrance in any manner whatsoever. The Purchaser will permit the authorised representative/s deputed by the Promoters/said Common Organization to go to the said common terrace to install, check up and/or service Dish Antenna and/or any other electronic gadgets etc. and for repairs and maintenance of the tank/s and/or such other common facilities, at all reasonable times. It is agreed that the aforesaid rights in favour of the Promoters shall be covenants running with the land and shall form part of the assignment/sub-lease when executed in favour of the said Common Organization.

57. The Purchaser hereby agrees, undertakes and covenants with the Promoters that neither he/she/they, nor the said Common Organization shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoters under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoters as mentioned herein, and the Purchaser and the said Common Organization shall be bound and liable to render to the Promoters, all necessary assistance and co-operation, to enable it to exercise and avail of the same.
58. Any delay tolerated or indulgence shown by the parties in enforcing the terms of this Agreement or any forbearance or giving of time to each other shall not be construed as a waiver on their part of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of parties.
59. The Purchaser and Promoters shall present this Agreement for registration within the time prescribed by the Registration Act, 1908 and the Promoters shall attend the Office of the Sub-Registrar and admit the execution thereof.
60. All letters, notices, circulars, receipts issued by the Promoters as contemplated by and under this Agreement shall be deemed to have been duly served/delivered to the Purchaser and shall discharge the Promoters completely and effectually of its obligations, if sent to the Purchaser under Certificate of Posting or registered Post Acknowledgement Due at the

following address (or at any other address as may have been subsequently notified by the Purchaser as and by way of change of address and if such change is confirmed by the Promoters) :

61. The Promoters shall not be responsible and/or liable for the consequences arising out of the change in law or changes in Municipal and other laws, rules, regulations etc.
62. This Agreement shall be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 or the Maharashtra Apartment Ownership Act (Mah Act. No. XV of 1971) whichever may be adopted by the Promoters and the rules made thereunder.
63. All costs charges and expenses in connection with the formation of the Common Organization as well as the costs of preparing and engrossing the deed of lease or any appropriate document/deed in respect of the said property and the said Building in favour of the Common Organization, payment of charges for such purpose, stamp duty and registration charges thereof and all other agreements or any other documents required to be executed by the Promoters as well as the entire professional costs of the Attorneys of the Promoters for preparing and approving all such documents shall be borne and paid by the Common Organization or proportionately by all the purchasers in the said Building. The share of the Purchaser in such costs, charges and expenses shall be paid by him immediately on when required.
64. The purchaser is aware of the provisions of law wherein service tax has been levied on construction services. The purchaser shall be bound and liable to pay such taxes if any. The purchaser hereby agrees and undertakes to pay the same if and when becomes payable.
65. The Purchaser agrees and accepts that if the carpet area of the premises is found to be less up to 2% for whatsoever reason, the Purchaser shall not claim/complain for the said reduction in area in any manner whatsoever. The Purchaser will accept such reduced area and shall not complain or demand any compensation for such reduced area.

- 66. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace Unit/s in the said building, if any, on it being allotted by Sellers shall belong exclusively to the respective Unit/Premises purchaser of the terrace Unit and such terrace spaces are intended for the exclusive use of the respective terrace Purchaser/s.
- 67. The Courts at Mumbai Dist shall alone have exclusive jurisdiction to try any disputes arising between the parties under this agreement for sale.
- 68. The Purchaser hereby declares that he/she/they has gone through the Agreement and all the documents related to the said flat purchased by him/her/them and has expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied with the contents has entered into this agreement.
- 69. The Stamp Duty and Registration charges payable on this Agreement shall be borne and paid by the Purchaser alone.
- 70. The Permanent Account Numbers of the parties hereto are as under:

Name	Permanent A/c. No.
KARMVIR MUMBAI HOUSING PRIVATE LIMITED	AAECK0679E
_____	_____
_____	_____

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of “the said Larger Property”)

ALL THAT piece or parcel of land containing by admeasurements 3111.66 sq.yards (equivalent to 2601.72 sq.mtrs) or thereabout and bearing Plot No. 3 of the layout plan hereto annexed and thereon shown surrounded by green coloured boundary line comprising of portion of the piece or parcel of land containing by admeasurements 2472.89 sq.yards (equivalent to

2025.28 sq.mtrs) or thereabouts out of the land bearing Survey No. 23 and forming part of CTS Nos. 7 and 8 and of a portion of the piece or parcel of land containing by admeasurements 638.77 sq.yards (equivalent to 533.44 sq.mtrs) or thereabouts out of the land bearing Survey No. 32, Hissa No. 5A, and also forming part of CTS No. 7 and 8 together with the area of land containing by admeasurements 9.55 sq.yards (equivalent by admeasurements 7.98 sq.mtrs) or thereabouts and shown on the plan in the blue colour wash and comprising of a portion of the piece or parcel of land out of the land bearing Survey No. 32, Hissa No. 5A and also forming part of CTS No. 7 and 8 and situate lying and being in the Village of Dindoshi in Registration Sub-District of Bandra, District Bombay Suburban and bounded as follows On or towards the East by 33 feet wide internal Road shown to the said layout on or towards the West by Plot No. 2 of the said layout On or towards the North by the area shown for amenity space on the said layout and on or towards the South Party by the area shown for sub-station on the said layout and partly by the 30 feet wide Public Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of “the said Property”)

ALL THAT piece of land containing by admeasurements 1358 sq.mtrs or thereabout bearing CTS No. 1B/9A (alongwith undivided /proportionate rights in the Layout amenity space, Layout Sub-station and the Internal Layout Road) and situate lying and being in the Village of Dindoshi, Division / Mouze of Malad Taluka in the Mumbai Suburban District and represented by red colour hatch and bounded as follows:

On or towards the West	:	By plot bearing CTS No. 1B/10A
On or towards the North	:	By plot bearing CTS No. 1B/8
On or towards the East	:	By plot bearing CTS No. 1B/6
On or towards the South	:	By plot bearing CTS No. 1B/9B/1

LIST OF COMMON AREAS AND FACILITIES FOR SAID BUILDING

(Nature, extent and description of common areas and facilities/limited common areas and facilities)

LIMITED AREA

Terraces/deck/flowerbed, which are adjacent to premises, shall belong to and are meant for the exclusive use of such Purchasers alone.

RESTRICTED COMMON AREAS AND FACILITIES

1. Landing in front of stairs on the floor on the particular premises is located, as a mere access to the premises but not for the purpose of storage, recreation, residence or sleeping. The landing is limited for the use of occupiers of the premises on that particular floor and the visitors thereto but is subject to means of access for reaching other floors, available to all residents and their visitors.
2. Mechanical Car parking spaces in the upper stilt/lower stilt in the free sale building.
3. Mobile Service Provider room, MTNL Room, IBS System tower.
4. Underground flushing and domestic water tank and water supply, rain water harvest system, façade cleaning system (rope way and gondola), CCTV. The Purchaser will have a proportionate undivided interest in the above, subject to the proportionate reduction therein in case additional premises are constructed in the said free sale building. All areas not covered under “common areas and facilities” including open spaces, terrace, parking spaces are restricted areas and facilities and the Promoter shall have absolute rights to dispose of the same as the Promoter may deem fit.

SIGNED AND DELIVERED by the) FOR **KARMVIR MUMBAI HOUSING PVT. LTD**
withinnamed Promoters :)
KARMVIR MUMBAI HOUSING)
PVT. LTD.)
Through its Director)

Mr. SUDEEP SAHA)

Mr. KARMVIRSINGH RAJPUROHIT)

in the presence of :)
1.)
2.)

SIGNED AND DELIVERED by the)
withinnamed Purchaser :)

_____)

_____)

in the presence of:
1.
2.

Cheque No	Date	Amount (In Rupees)	Bank Name	Branch
	TOTAL	Rs.		

Authorised Signatory