

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai, this ____ day of _____ 2017 BETWEEN M/s. TRIDEV CONSTRUCTION CO., a partnership firm registered under the Indian Partnership Act, 1932, bearing Registration No. BA 94334 dtd 16th June 2006 having its office address at 27, Ground Floor, Nirmal Galaxy, L. B. S. Marg, Mulund (West), Mumbai 400080, through one of its partner namely **Shri. Piyush Harish Gosar**, hereinafter called the "**PROMOTER/DEVELOPERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being constituting the said firm, the last surviving partner, his/her heirs, executors, administrators and assigns) of the **ONE PART**.

AND

____ Age ____ years, (PAN No. _____) & _____ (PAN No. _____), Age ____ Years, Indian Inhabitant, at present residing at _____, hereinafter called and referred to as "**THE PURCHASER/s**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her heirs, executors, administrators and assigns) of the **OTHER PART**.

WHEREAS:



A. By virtue of Deed of Conveyance dated 23/6/2014, registered in the office of the Sub-Registrar of assurances at Kurla under sr. no. KRL-2/5944 of 2014, **NIRMAL PRITI CO-OPERATIVE HOUSING SOCIETY LTD.,** is absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land situated at BPS Road No. 4, Mulund (West), Mumbai 400 080 registered under collectors land revenue entry No. 263, New Survey No. 1000 admeasuring about 500.14 sq. yards equivalent to 418.18 sq mts as per the title Deeds and as per the Property Card the area of the land whereupon the building of the Society is standing is admeasuring 399.6 sq. meters and more particularly described in the First Schedule hereunder. The said building of the Society herein is consisting of ground plus three (3) upper floors and is known as “Nirmal Priti” assessed to Municipal taxes under “T” Ward No 2306(2) Street No. 1079B BPS Cross Road within the limits of Greater Mumbai in the District and Registration Sub-district of Mumbai Suburban District bearing Chain and Triangulation Survey (C.T.S.) No. 1089 of Revenue Village Mulund (hereinafter referred as “the said Property”)

B. The name of the said Society is recorded in the record of rights of the said property maintained by the Assessor & Collector, MCGM and also the Property Register card of the said property maintained by the City Survey Office Mulund (West), Mumbai – 400 080; The said building of the said Society has been assessed by the Municipal Corporation of Greater Mumbai

under Assessment Ward No. 'T' Ward Account No. TX0404830030000 2

Annexure-A

- C. The said building of the Society have 8 shareholders **i.e.** 8 members owning one residential flat each and having the right, title and interest in the said property, with a building consisting of Ground plus three (3) upper floors known as “Nirmal Priti Co-operative Housing Society Ltd”, standing thereon which is occupied by the members of the Society herein, in the form of ownership residential flats.
- D. The building of the Society was constructed 33 years ago and the same is not in a good condition and as such the members of the Society have proposed to go for redevelopment of the said property by demolishing the existing building thereon;
- E. The Society accordingly, convened and held a Special General Body meeting (“SGM”) on 10th November 2012 which was presided by the Chairman of the Society Mr. Mukesh Vejani in the presence of Mr. B.K YEHLARE, instant Cooperative Officer authorized signatory of Deputy Registrar of Co-operative Societies ‘T’ ward, Mulund (West), Mumbai – 400 080. The selection of the Promoter/Developers was resolved unanimously by all the members present at the SGM. The authorized Officer of Deputy Registrar of Co-operative Societies ‘T’ ward, Mulund (West), Mumbai – 400 080 also confirmed the

selection and appointment of **M/s. TRIDEV CONSTRUCTION CO.,** the Promoter/ Developers herein as the Promoter/Developers, vide its letter dated 10th November 2012.

F. The Society after completing all the requisite requirements has executed the Development Agreement dated 23rd June 2014 duly registered in the office of the Sub-Registrar of assurances at Kurla , under Serial No.KRL-2/5946 of 2014 whereby the Society has entrusted the complete development rights of the said property in favour of the Promoter/Developers herein;. (Hereinafter referred to as “the said Development Agreement”).

G. The said Society through its office bearers also executed General Power of Attorney dated 23rd June 2014, registered in the office of the Sub-Registrar of assurances at Kurla, under Sr. No. KRL-2/5945 of 2014 and delegated various powers to the Promoter/Developers in respect of the said property. (hereinafter for the sake of brevity referred to as “the said Power of Attorney”

H. The Promoter/Developers arrived at settlement with the members of the Society (including the Member herein) and obtained their respective consent for re-development of the said property by demolishing the existing old building standing thereon, on sanction of the Plan by MCGM.

- I. For the purpose of development of the said property, the Promoter/Developers prepared and submitted the plan for constructing proposed residential Building to be known as “**NIRMAL PRITI CO-OPERATIVE HOUSING SOCIETY LTD**” to the Municipal Corporation of Greater Mumbai, which in-turn has sanctioned the said plan and issued the Intimation of Disapproval (I.O.D.) dated 21st February 2015, bearing No CE/5270/BPES/AT .In pursuance of the sanction of the plan as per the said Intimation of Disapproval, the Promoter/Developers have got vacated the existing building by obtaining vacant and peaceful possession of the flats occupied by the existing members and in pursuance of which the Promoter/Developers have obtained the Commencement Certificate from the Municipal Corporation of Greater Mumbai on 19th August 2015 bearing No.CE/5270/BPES/AT. A copy whereof is hereto annexed as

Annexure No. B & C

- J. The Promoter/Developers agreed to demolish the said existing building with a view to construct inter alia the Proposed New Building to be known as “Nirmal Priti CHS Ltd” comprising of Stilt/Stack/Covered Parking Spaces with 7 upper floors consisting of residential flats therein; The Promoter/Developers have entered into a Standard Agreement with the Architects Mr. G.S.Gokhle having their office at A/9, Om Riddhi- Siddhi CHS Ltd, S.N.Road, Mulund West, Mumbai 400 080 as Architect, who has registered with the Council of Architects and such Agreements are as per the standard prescribed by the Council of Architects;

- K. In pursuance of the said Agreement, the Promoter/Developers have agreed to provide to the said members the residential flats in the said building along with Stilt/Stack/ Covered Parking Spaces, free of cost.
- L. The copies of (i) the Title Certificate dated 31st July 2014 issued by the Advocate/Solicitor for the Promoter/Developers, (ii) Property Register Card of the said property have been annexed hereto and marked as **Annexure “D” & “E”** respectively;
- M. The Purchaser demanded from the Promoter/Developers and the Promoter/Developers have given inspection to the Purchaser of all the documents of title relating to the said property, the said Agreements, plans, designs and specifications prepared by the Promoter/Developers’ Architects, and of such other documents as specified under the Real Estate (Regulation and Development), Act, 2016 (hereinafter referred to as "the said Act").
- N. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter/Developers while developing the said Property and the said building and upon due observance and performance of which only the completion and occupation certificate in respect of the said building shall be granted by the concerned local authority.

O. The Promoter/Developers have accordingly commenced construction of the said building/s in accordance with the said plans

P. The Purchaser is interested in purchasing the premises of the Building to be constructed on the said property and more particularly described in the Second schedule hereunder written and applied for the allotment of the Flat/Shop/Office Premises No. _____ on the _____ floor of the Building/s to be erected on the said property.

Q. The Promoter/Developers agreed to sell to the Purchaser and the Purchaser agreed to purchase from the Promoter/Developers the Flat/Shop / office Premises No. _____ on the _____ Floor of the said proposed new Building to be known as **“NIRMAL PRITI CO-OPERATIVE HOUSING SOCIETY LTD.,”** to be constructed on the said property more particularly described in the **Second** Schedule hereunder written at the price and on the terms and conditions hereinafter appearing.

R. Prior to the execution of these presents the Purchaser has paid to the Promoter/Developers, a sum of Rs. _____ /-(Rupees _____ only) being the part payment of sale price of the Flat/Shop/office agreed to be sold by the Promoter/Developers to the Purchaser as advance payment or deposit (the

payment and receipt whereof the Promoter/Developers DO hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter/Developers balance of the sale price in the manner hereinafter appearing.

S. Under Section 13 of the said Act the Promoter/Developers are required to execute a written Agreement for sale of the said Premises to the Purchasers and also to register the same under the Registration Act, 1908.

T. AND WHEREAS the Promoters/ Developers have registered the project under the provision of the REAL ESATE (Regulation & Development) ACT,2016 with the **REAL ESTATE REGULATORY AUTHORITY at Mumbai Vide Registration No.P51800002769**

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

1. The Promoter/Developers shall under normal circumstances, re-construct the Building/s, known as **NIRMAL PRITI CO-OPERATIVE HOUSING SOCIETY LTD.,** consisting of Stilt/Ground plus 7 upper floors on the said Property in accordance with the plans, designs and specifications prepared by their Architects Mr. G.S. Gokhale and approved by the Municipal Corporation of Greater Mumbai under IOD under No.

CE/5270/BPES/AT dated 21st February 2015 and Commencement Certificate No. CE/5270/BPES/AT dated 19th August 2015 and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Promoter/Developers may consider necessary or as may be required by the concerned local authority, the Government to be made in them or any of them.

Provided that the Promoter/Developers shall have to obtain prior consent in writing to the Purchaser/s in respect of only such variations or modifications which may adversely affect the Premises of the Purchaser/s by reduction in area.

2. The Purchaser/s hereby agrees to purchase from the Promoter/Developers and the Promoter/Developers hereby agree to sell to the Purchaser/s one Flat/Shop/Office premises being premises No._____ of Carpet area as per RERA admeasuring _____ sq.ft. plus exclusive and/or dry balcony area _____ / _____ sq.ft. so total Carpet Area _____ sq.ft. or thereabouts on the _____ floor of the Building and shown in the floor plan thereof hereto annexed and marked **Annexure "F"** in the building together with the amenities to be provided therein as set out in the list thereof hereto annexed as **Annexure No. "G"** (hereinafter referred to as "the Said Premises") .

3. "Carpet area" means the net usable floor area of the said Premises, excluding the area covered by the external walls, areas under services

shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Premises.

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee.

If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan.

All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 of this Agreement.

4. The total price of the said premises inclusive of the proportionate price of common areas and facilities appurtenant to the premises to be paid by the purchaser/s to the Promoter/Developers works out to

Rs. _____/-(Rupees _____

_____ only). The said consideration of the said premises shall be paid by the Purchaser/s to the DEVELOPERS in the following manner that is to say-

i. Rs. _____/-(Rupees _____ only) (the payment and Receipt whereof the Promoter/Developer DO hereby admit and acknowledge).

ii. Rs. _____/-(Rupees _____ only) to be paid to the Promoter/Developers after the execution of Agreement

iii. Rs.-/-(.....) to be paid to the Promoter/Developer on completion of the Plinth of the building or wing in which the said Apartment is located.

iv. Rs _____/-(Rupees _____ only) to be paid to the Promoter/Developer on completion of the slabs including podiums and stilts of the building or wing in which the said Premises is located. (total _____ slabs, _____/% on each slab)

v. Rs _____/- (Rupees _____ only) to be paid to the Promoter/Developer on completion of the walls, internal plaster, floorings doors and windows of the said Premises.

vi. Rs _____/- (Rupees _____ only) to be paid to the Promoter/Developer on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.

vii. Rs._____-/- (Rupees _____ only) to be paid to the Promoter/Developer on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Premises are located..

vii. Rs._____-/- .(Rupees _____ only) to be paid to the Promoter/Developer on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Premises are located.

viii. Rs._____-/- (Rupees _____ only.) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

(Time for payment of each installment being the essence of this contract).

The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter/Developers by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter/Developer) up to the date of handing over the possession of the said Premises.

The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter/Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter/Developers shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

5. The Promoter/Developers hereby agree to observe, perform and comply with all the terms, conditions 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 said premises obtain from the concerned local authority Occupation and/ or Completion Certificates in respect of the said Premises.
6. The Purchaser/s agrees to pay to the Promoter/Developers interest at the rate of 10% per annum or any other rate as may be determined by the RERA authority from time to time on all amounts which become due and payable by the Purchaser/s to the Promoter/Developers under the

terms of this Agreement from the date the said amount is payable by the purchaser to the Promoter/Developers.

7. On the Purchaser/s committing default in payment on due dates of any amount due and payable (including his/her proportionate share of taxes levied by the concerned local Authority) and on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Promoter/Developers shall be entitled at their option to terminate this Agreement.

PROVIDED always that the power of termination shall not be exercised by the Promoter/Developers unless and until the Promoter/Developers shall have given fifteen days prior notice in writing of their intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which he intend to terminate the agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within a reasonable time after the giving of such notice.

In the event the Developers sell the said flat on account of non-compliance of their notice of demand mentioned in preceding paragraph, then in that event, the Developers shall refund 85% of the payments received by them from the purchasers/s without interest and 15% amount shall be forfeited by the Developers as liquidated damages and the purchaser/s expressly agree/s to the same.

PROVIDED further that upon the termination of this Agreement as aforesaid, the Promoter/Developers shall refund to the Purchaser/s the installments of sale price which may till then have been paid by the Purchaser/s to the Promoter/Developers but the Promoter/Developers shall not be liable to pay any interest on such amount. On refund of such amount, the Promoter/Developers shall be at liberty to dispose of and sell the premises to such person and at such price the Promoter/Developers may in their absolute discretion think fit.

8. The Promoter/Developers declare that as on this day, the said Society is absolutely seized and possessed of the said Property, more particularly described in the First Schedule hereunder written and the title of the said Property is clear marketable and free from encumbrances and reasonable doubts. The Promoter/Developers have obtained the title certificate of the said property from their Advocate, Copy whereof is hereto annexed and marked as **Annexure "D"**.
9. The Promoter/Developers hereby declare that no part of the Floor space index of the said demised piece of land has been utilized by the Promoter/Developers elsewhere for any purpose whatsoever. The Promoter/Developers shall have the right to make additions and / or alterations and raise or put up additional structures as may be permitted by the concerned authorities by using permissible F.S.I. in any form including utilization of F.S.I. under T.D.R. Scheme, Fungible FSI or grant

right of way from the said property for development of adjoining properties. If any portion of the said Property is acquired or notified to be acquired by the Government or any other public body or authority, the Promoter/Developers shall be entitled to receive all benefits in respect thereof and/ or compensatory F.S.I. and all other benefits which may be permitted in lieu thereof. The Promoter/Developers hereby agree that they shall before handing over possession of the premises to the Purchaser/s make full and true disclosure of the nature of title to the said property as well as encumbrance, if any, including any right, title, interest or claim of any third party in or over the said Property and shall as far as practicable ensure that the said Property is free from all encumbrances.

10. The fixtures, fittings and amenities to be provided by the Promoter/Developers in the said Premises are those that are set out in **Annexure "G"** annexed hereto.

11. Under normal circumstances, the Promoter/Developers shall give possession of the said Premises to the Purchaser/s on or before 31st December 2020. If the Promoter/Developers fail or neglect to give possession of the said Premises to the Purchaser/s on account of reasons beyond his control and of their agents as per the provisions of the said Act, by the aforesaid date or the dates prescribed in the said Act, then the Promoter/Developers shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the

said Premises with simple interest of 10% per annum or any other rate as may be determined by the RERA authority from time to time from the date the Promoter/Developers received the sum till the amounts and interest thereon is repaid.

PROVIDED that the Promoter/Developers shall be entitled to reasonable extension of time subject to approval under RERA ,if required for giving delivery of premises on the aforesaid date, if the completion of building in which the premises are to be situated is delayed on account of-

- (i) War, civil Commotion or act of God;
- (ii) any notice, restrictive order, rule, notification of the Court, Government and/other public or competent authority.
- (iii) any other reasons, beyond control of the Promoter/Developer.

12. The Purchaser/s shall take possession of the said Premises within 15 days of the Promoter/Developers giving written notice to the purchaser intimating that the said premises are ready for use and occupation.

Upon receiving a written intimation from the Promoter/Developers, the Purchaser shall take possession of the said Premises from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as may be necessary. In case the Purchaser fails to take possession within the time provided herein, such Purchaser shall continue to be liable to pay maintenance charges as applicable.

PROVIDED within the period of five year from the date of handing over the said premises to the Purchaser/s, if the Purchaser/s brings to the notice of the Promoter/Developers any defect in the said premises or the building in which the premises are situated or the material used therein or any unauthorized change in the construction of the building then wherever necessary such defects or unauthorized changes shall be rectified by the Promoter/Developers at their own cost.

13. The Purchaser/s shall use the said premises or any part thereof or permit the same to be used only for the purpose of residence/office/business. The Purchaser/s shall use the garage or parking space, if allotted, only for purpose of for keeping or parking their own vehicle. It is specifically clarified that the Purchaser/s shall at their own cost and responsibility maintain cleanliness in the said premises as well as its surrounding area so that no nuisance or unhealthy atmosphere is created.

14. The Purchaser/s along with other Purchasers of the components in the said building shall join the Said Society and for this purpose also from time to time sign and execute the application for membership and other papers and documents necessary for becoming a member, including the bye-laws of the Society and duly fill in, sign and return to the Promoter/Developers within 8 days of the same being forwarded by the Promoter/Developers to the Purchaser/s, so as to enable Promoter/Developers to admit the Purchaser/s as member of the said

Society as required under the said Act. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other competent Authority.

15. Commencing a week after notice in writing is given by the Promoter/Developers to the Purchaser that the Premises are ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flat) of outgoings in respect of the said land and building namely local taxes, betterment charges or such other levies by the concerned local authority/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 land and Building until the Society is formed and the said land and building transferred to it, the Purchaser shall pay to the

Promoter/Developers such proportionate share of outgoings as may be determined. The Purchaser agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Promoter/Developers provisional monthly contribution of Rs. As Applicable/- (Rupees

_____ only) per month towards the outgoings. The amount so paid by the Purchaser/s to the Promoter/Developers shall not carry any interest and remain with the Promoter/Developers until a conveyance in favour of Society, as aforesaid. On such conveyance being executed, the aforesaid deposits (less deductions provided for this Agreement) shall be paid over by the Promoter/Developers to the Society as the case may be. The Purchaser undertakes to pay such monthly contributions and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

17. The Purchaser/s shall bear cost of stamp duty, scanning fees, out of pocket expenses, registration charges, vat (works contract tax), service tax , betterment and development charges, GST or any other cess , levies or taxes that may be levied by the Central Government , State Government, or local authority as applicable at the time of possession or thereafter.

18. Whatever actual amount towards share money application, entrance fee of the Society or Limited Company, cost of getting membership rights of the Co-operative Society, legal charges of this Agreement ,

proportionate maintenance charges in advance for Twelve months, installation charges of Electric Meter/water Meter connection and other

development charges, shall be paid by the Purchasers to the PROMOTER/DEVELOPERS, on or before delivery of possession of the said premises, as the said amount is to be finalized and paid at the time of taking over possession.

19. The Promoter/Developers shall utilize the said Sum paid by the Purchaser/s to the Promoter/Developers for the purpose for which they are received.

20. .The PROMOTER/DEVELOPERS hereby represents and warrants to the

Purchaser as follows:

i. The Promoter/Developer has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project..

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained

by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

vii. The Promoter/Developer not entered into any agreement for sale and/or development agreement or any other agreement /

arrangement with any person or party with respect to the project land, including the Project and the said P r e m i s e s , which will, in any manner, affect the rights of the Purchaser, under this Agreement;

viii. The Promoter/Developer confirm that they are not restricted in any manner whatsoever from selling the said Premises to the Purchaser in the manner contemplated in this Agreement;

ix. The Promoter/Developer has duly paid and shall continue to pay and discharge u n d i s p u t e d governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project.

21. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the said Premises may come, DO hereby covenant with the Promoter/Developers as follows:

- a. To maintain the said Premises at Purchaser's own cost in good tenantable condition from the date of taking over possession of the said premises and shall not do or suffered to be done anything in or to the building, staircase or any passage which may be against the rules, regulations, or bye-laws of concerned local authorities or change/ alter or make any additions or alterations in or to the building in which the said premises are situated and the said premises itself or any part thereof.

- b. Not to store in the premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the same premises are situated or storing of which goods is objected or prevented by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage or likely to damage the staircase, common passage or any of the structures of the building in which the premises are situated, including entrances of the building. On account of the negligence or default of the purchaser/s in this behalf, the purchaser/s shall be liable for all the consequences of the breach.

- c. To carry at their own cost all internal repairs of the said premises and maintain the same in good condition and order in which it was delivered by the Promoter/Developers and shall not do or suffering to be done

anything in or to the said building. In the event Purchaser/s committing any act in contravention of the municipal or any their legal provisions of the appropriate authorities, the purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/ or other public authority.

- d. Not to demolish or caused to be demolished the said premises or any part thereof, not in any time make or caused to be made any addition or alteration of whatsoever nature in the elevation and outside colour scheme of the building in which the Premises are situated and shall keep the portion, sewers drains pipes in the premises and appurtenances thereto in good tenantable condition and in particular so as to support shelter and protect the other parts of the building and shall not chisel or in any other manner columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said premises without the prior written permission of the Promoter/Developers.

- e. Not to do or permit to be done any act or thing which may rendered void or voidable any insurance of the said property and the building whereby any increased premium shall become payable in respect of the insurance.

- f. Not to throw dirt, rubbish, rags, garbage or other refuse for permit the same to be thrown from the said Premises in the compound, gutter or in the portion of the same building.
- g. Pay to the Promoter/Developers within 7 days of demand by the Promoter/Developers his/her/their share of Security Deposit or additional amount demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Premises are situated.
- h. To bear and pay increase in local taxes, water charges, Insurances and such other levies which may be imposed by the concerned local authorities, Government, Public authority on account of change of user of the said premises of the Purchaser/s.
- i. The Purchaser/s shall not let, sub-let, transfer, assign or part with the purchaser/s' interest or benefit factor of this Agreement or part with possession of the said premises in any manner until all dues payable by the Purchaser/s under this Agreement are fully paid up to the Promoter/Developers and only if the Purchaser/s had not guilty of breach of or non-observance of any of the terms and condition of this Agreement and until the Purchaser has intimated in writing to the Promoter/Developers.

- j. The Purchaser/s shall observe and perform all the rules and regulations which the Society may adopt at its reception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building 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 government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
 - k. The Purchaser/s shall permit the Promoter/Developers and their surveyors and agent, with or without workmen at all reasonable times to enter into and upon the said land and building or any part thereof to view and examine the state and condition thereof and do the construction activities, if permitted by the municipal authorities.
22. It is expressly agreed by and between the Promoter/Developers and the Purchaser/s and all persons claiming under them that
- (a) The Promoter/Developers shall have unfettered full, free and complete right of way and means of access over, along, across and under all the

internal access roads at all times of the day and night, for all purposes and either on foot or with or without carts, arraigns, trucks and other vehicles for the purposes of carrying on construction of the said building as well as the construction of additional floors on the said property for consuming the unconsumed F.A.R. (F.S.I.) and also full free and complete right and liberty to lay and connect drains, pipes, electricity, telephone, fax, cables and services facilities for full and proper use and enjoyment of the said property and/or the neighboring properties that may have been or that may hereafter be agreed to be developed by the Promoter/Developers.

(b) For unsold Flats, the Promoter/Developers shall join as the promoters/members in respect of such unsold flats and premises and when such flats and premises are sold at the discretion of the Promoter/Developers, Co-operative Society shall admit such Purchasers as members of the Society on payment of entrance fee of Rs.100/- and share money of Rs.500/- only without charging any premium or other extra amount whatsoever.

(c) The Promoter/Developers shall have the right to make addition and alterations and raise or put the additional structures, as may be permitted by concerned authorities on the terrace of the said property and/or grant right of way from the said property for development of adjoining property. The Purchaser shall not be entitled to claim any rebate and/or concession in the price of her/his Premises on account of

additions/alterations made in the building and or right of way, if any granted by the Promoter/Developers. The Promoter/Developers shall have exclusive rights to stilt portion and they can develop the said stilt portion in future as per municipal council laws and shall be entitled to deal with the same at their own discretion.

23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise, or assignment in law of the said piece of land / Property or any part thereof. The Purchaser/s shall have no claim save and except the said premises agreed to be sold to him/her and the parking space, open terrace , balance F.S.I., Fungible FSI etc. will remain the property of the of the Promoter/Developers as hereinbefore mentioned.

24. Any delay tolerated or indulgence shown by the Promoter/Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on the part of the Promoter/Developers of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter/Developers.

25. After the Promoter/Developer executes this Agreement they shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or

charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Premises.

26. The Purchaser/s shall present this Agreement at the proper registration office of Registration within the time limit prescribed by the Registration Act, and the Promoter/Developers will attend such office and admit execution thereof.

27. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in the front of or adjacent to the terrace premises in the said building, if any shall belong exclusively to the respective purchaser of the terrace Premises and such terrace spaces are intended for the exclusive use of the respective terrace Premises purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter/Developers and the Society.

28. It is specifically clarified that the Promoter/Developer shall be entitled to allow or permit the concerned authorities to put cable station, hoardings, machineries etc. in the terrace or in the premises of the building to carry on telephone, cable or any other lawful activities and Purchaser un-conditionally undertake not to take any objection there for.

29. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D/ under certificate of posting at his/her address specified below-

30. The Purchaser/s shall not be entitled to claim partition or any separate legal document in respect of the premises agreed to be acquired by him/her.

31. The Promoter/Developer shall be entitled to sell the components of the building for any lawful purpose viz. Bank, Marriage Hall, Hotel etc. and the Purchaser/s un-conditionally confirm this right of the Promoter/Developer.

32. Vat, service taxes, GST or any other taxes, as applicable and/or if any levied by the government authorities in respect of this agreement shall be borne and paid by the Purchasers alone.

33. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

34. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent purchasers of the said Premises, in case of a transfer, as the said obligations go along with the said Premises for all intents and purposes.

35. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

37. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, Management and Transfer) Act, 1963 and the rules made there under, read with Real Estate (Development and Regulation) Act, 2016.

38. It is clearly agreed and understood that the Developers shall always have a rights to consume additional F.S.I. as and when permissible, load additional T.D.R. as and when made permissible and construct on the said plot of land

and on the building so constructed by adding more floors/storeys without any notice or reference in that regard to the Purchasers and without having to obtain any permission/NOC from the Purchaser/s or the Society. Further, the Developers and/or their nominee/s agents, servants, workers/laborers engineers, architects and all other person authorized by the Developers will have full rights to enter upon the said property for the aforesaid purpose of loading, consuming and exploiting the additional FSI/TDR for all time to come. Even the Conveyance to be executed in favour the Society, Association or company will be subject to, inter alia, the above covenants.

39. The Purchaser/s agrees that the Developers shall have a right to use and exploit any part of the building/s including its walls, floors, compounds and terraces for the purpose of letting or giving on hire the same to any advertisers or service providers like mobile networking service and appropriate unto themselves the income generated from such activities for all time to come and the purchaser/s agrees and accords his no objection to the same. For the aforesaid purpose the Developers, their staff members and persons and personals to whom the Developers would provide such spaces for commercial activities will have a right to enter into the building/s for all time to come without any interference or hindrance from the purchaser/s and his/her/their family members. The conveyance to be executed in favor of the society, Association or company will be subject to above covenant.

40. The rights and authorities of the Developers stated in Para 38 and 39 above is assignable/ transferable by the Developers without having to obtain any sanction or NOC of the Purchaser/s herein or of the society, association or company in that regard.

38. The purchaser unconditionally grant their consent to the Developer for utilization of balance FSI or any of the incremental FSI or any other benefits that may arise in the form of FSI/TDR as may be made available to the Developers under any present/future scheme of the MCGM/planning authority/appropriate authority. The purchaser further unconditionally agrees to extend all co-operation to the Developers for obtaining and utilizing such available/incremental FSI. The Developers shall make good any damage or refurbishment to the property caused while utilizing such available/incremental FSI.

IN WITNESSESS WHEREOF the parties hereto have hereunto set and subscribed their respective signatures and seal the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land or ground with the building known as “Nirmal Priti” Co-operative Housing Society Ltd; standing thereon consisting of Ground + 3 floors situate lying, and being at Mulund (West) in the Registration District and Sub-District of Mumbai Suburban District, Taluka- Kurla admeasuring about 500.14 sq. yards equivalent to 418.18 sq mts (As per Title deeds) and actual area admeasuring 399.6 sq. meters, (As per P.R. Card) situated at at Street No. 1079B BPS Road, Mulund (West), Mumbai – 400 080 and bearing C.T.S. No. 1089 of Village – Mulund (West), within the limits of the Mumbai Municipal

Corporation and assessed by the Municipality under “T” Ward and bounded as follows :-

On or towards the East by:	Vrindavan Society
On or towards the West by:	Devidayal Garden
On or towards the North by:	Vimal Jyoti Society
On or towards the South by:	Garden View Society

THE SECOND SCHEDULE ABOVE REFERRED TO

The Residential Flat Premises being Flat/Shop/Premises No.____ , admeasuring _____ Sq. ft. Carpet plus exclusive and/or dry balcony area _____/_____Sq.Ft. so total Carpet Area _____ Sq.Ft. or thereabouts, located on the _____ floor in the _____ wing, of the building known as “_____” to be newly re-constructed and known as **NIRMAL PRITI CO-OPERATIVE HOUSING SOCIETY LTD.,** situated at BPS Cross Road No. 4, Mulund (West), Mumbai 400 080, consisting of Stilt/Ground plus _____ upper floors and to be constructed on the property, more particularly described in the First Schedule hereunder written together with the benefit of common limited areas and facilities, as under.

- i) Entrance lobby and foyer of the building.
- ii) Staircase of the building including main landing, for the purpose of storing for recreation or for residence or for sleeping.
- iii) The landing is limited for the use of the residents of the flats located on that particular floor and for visitors thereto but is subject to means

access for reaching the other floors, available to all residents and visitors.

- iv) Electric meters and water meter/s connected to common lights, water connection, pump set etc.
- v) Underground water tank of adequate capacity with water pumps connected with overhead water tanks.

SIGNED & DELIVERED

BY THE WITHIN NAMED Promoter/Developer]

M/s. TRIDEV CONSTRUCTION CO.,]

Through its Partner]

SHRI. PIYUSH HARISH GOSAR]

in the presence of]

1]

2]

SIGNED & DELIVERED

BY THE WITHIN NAMED PURCHASER/s]

1) SHRI.]

2) SMT.]

In the presence of

1]

2]

Handwritten signature in blue ink, possibly reading "R.Y."

ANNEXURE "A"

Copy of Municipal Assessment Tax bill

ANNEXURE "B"

Copy of I.O.D

ANNEXURE "C"

Copy of C.C

ANNEXURE "D"

TITLE CERTIFICATE

ANNEXURE "E"

Copies of P.R. Card, Revenue Records showing nature of the Title to the land.

ANNEXURE "F"

Copy of Floor Plan

ANNEXURE "G"

List of amenities to be provided in the said Premises.