



CLASSIC CORPORATION

179, Commercial Chamber, Office No. 46, 3rd Floor, Corner Of Mohd. Ali Road & Yusuf Mehar Ali Road, Mumbai - 400 003.
Tel. : 2343 4283 / 3020 5170 • E-mail : classic_associates786@yahoo.com

To

SUB: ALLOTMENT LETTER FOR FLAT BEARING No. _____ ON
THE _____ FLOOR IN BUILDING KNOWN AS "**BURJ
ASHRAFI**" SITUATED AT Junction of Yusuf Meherali Road and
Kambekar Street, MUMBAI 400003, MANDVI DIVISION, BEARING
C.S. NO 1172, 1173, 1/1173, 1175, 1176.

Dear Sir/Madam

We hereby confirm having today arrived at understanding with you, to
allot to you flat/shop bearing No. _____ on the _____ floor, in the
building known as "BURJ ASHRAFI" situated at above mentioned
location admeasuring _____ Sq mtr (_____sq ft) Carpet Area
(inclusive of amenities and Service areas.) for a total consideration of
Rs. _____ (Rupees _____) on the following
terms and conditions:

1. Rs. _____ (Rupees _____) is paid by you to us
as Earnest Money Deposit on or before the execution hereof by cheque
No. _____ Dated _____ drawn on _____ .
(subject to realization). The balance consideration amount shall be
paid by you to us as per schedule of instalments as stated in
Annexure "A" attached hereto within 10 days from the date of
intimation by us to you (time being the essence of the contract).

2. Without prejudice to our rights as mentioned hereinabove, if any of the instalments are not paid within stipulated time, interest at the rate of 21% per annum will be charged from the due date of such instalments till the date of payment.
3. You shall, in the same format as shall be executed with other purchasers before possession execute a printed Agreement to sell being executed with other purchasers of Flat as and when called upon by us and it is provided that provisions of the printed Agreement to sell will be treated as provided herein and the same shall be applicable over and above the provisions of this letter of allotment. A printed Agreement to sell referred hereinabove has been perused and approved by you and the same will prevail upon this letter of allotment.
4. In case you commit default in payment of any instalment, this understanding to allot the flat shall stand cancelled after giving 10 days notice. In which event Rs. 1,00,000/- (Rupees one lac only) out of payments made till then paid by you to us shall stand forfeited as agreed liquidated damages and you shall have no claim of any nature whatsoever in respect of the above stated flat and other instalments if any paid by you to us shall be returned by us without any interest. Upon termination we shall be entitled to allot the above stated flat to any person or persons as we shall deem fit. On receipt of the payments towards consideration amount from such person or persons we shall be liable to refund to you the amount if any refundable as above. You shall have no claim of any nature whatsoever against us upon termination except for refund if any as above.
5. In addition to the above said consideration you shall also bear and pay the following further amounts and charges:-
 - (i) Stamp duty and registration charges in respect of the said Agreement.
 - (ii) Proportionate stamp duty and registration charges towards the execution and registration of the Deed of Conveyance in favour of the society.
 - (iii) Legal Charges
 - (iv) Share money, application and entrance fee of the Society/Limited Company, Condominium.
 - (v) Proportionate deposit for the maintenance, management and upkeep of the building as may be fixed as also taxes and other outgoings.

- (vi) Proportionate deposits for the maintenance, management and upkeep of the garden areas as may be fixed.
- (vii) Deposits and other charges payable for electricity, water and other service connections to building.
- (viii) Any other incidental charges, Govt levis or taxes or service taxes & vat as may be applicable now or in future will be payable by the purchaser.

6. The Agreement to be executed in presence of this letter of allotment shall be governed by Maharashtra Ownership Flat Act. 1963

7. This letter is issued to record the understanding and interest of parties and to reserve the above Flat for you till you decide to agree to purchase the same after approval of final plans & receiving of further C.C. for above Flat or otherwise at your option earlier thereto, subject to your making payment of stamp duty and registering the Agreement to sell within 30 days of our having obtained approval of plans & C.C. for above Flat or deciding to agree to purchase and execute Agreement to sell as per standard format to be provided to you, whichever is earlier.

8. Any, transfer, sale or assignment of your rights against this flat will be subject to terms & conditions & necessary compliances.

9. Kindly confirm by signing the duplicate hereof in token of your acceptance of above terms and conditions.

Thanking you.

Yours faithfully,

For **CLASSIC CORPORATION**

I/WE CONFIRM

Authorised signatory

SIGNATURE OF PURCHASER

ANNEXURE-'A'

BURJ ASHRAFI

PAYMENT SCHEDULE FOR FLATS

EARNEST MONEY DEPOSIT	___%
COMPLETION OF PLINTH	___%
COMPLETION OF 1 ST SLAB	___%
COMPLETION OF 2 ND SLAB	___%
COMPLETION OF 3 RD SLAB	___%
COMPLETION OF 4 TH SLAB	___%
COMPLETION OF 5 TH SLAB	___%
COMPLETION OF 6 TH SLAB	___%
COMPLETION OF 7 TH SLAB	___%
COMPLETION OF 8 TH SLAB	___%
COMPLETION OF 9 TH SLAB	___%
COMPLETION OF 10 TH SLAB	___%
COMPLETION OF 11 TH SLAB	___%
COMPLETION OF 12 TH SLAB	___%
COMPLETION OF 13 TH SLAB	___%
COMPLETION OF 14 TH SLAB	___%
COMPLETION OF 15 TH SLAB	___%
COMPLETION OF 16 TH SLAB	___%
COMPLETION OF 17 TH SLAB	___%
COMPLETION OF 18 TH SLAB	___%
COMPLETION OF 19 TH SLAB	___%
COMPLETION OF 20 TH SLAB	___%
COMPLETION OF 21 ST SLAB	___%
COMPLETION OF 22 ND SLAB	___%
COMMENCEMENT OF BRICK WORK	___%
COMMENCEMENT OF PLASTER	___%
COMMENCEMENT OF ELECTRIC WORK	___%
COMMENCEMENT OF FLOORING	___%
COMMENCEMENT OF PAINTING	___%
POSSESSION	___%
TOTAL	100%

AGREEMENT FOR SALE

M/S. CLASSIC CORPORATION

**179, Commercial Chamber, Office No.46,
3rd floor, Mohd. Ali Road,
Mumbai-400003**

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and executed at Mumbai, on this ____ day of _____, 2015

BETWEEN

“M/s. CLASSIC CORPORATION”, a partnership firm registered under the Partnership Act, 1932 having its office at 179, Commercial Chamber, 3rd Floor, Office No. 46, Yusuf Meher Ali Road, Mumbai: 400 003, hereinafter referred to as the **“VENDORS”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners constituting the said firm and Partner/Partners from time to time and survivors of them and their respective heirs, executors, administrators of the surviving Partner and their successors and assigns) of the **FIRST PART**;

And

_____ having his/her/their address at _____ hereinafter referred to as the **“Purchaser”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, its partners for time being and time to time and his/her/their/its heirs, executors, administrators and permitted assigns and the survivor or survivors and the heirs, executors and administrators of the last survivor of such partners and in case of a limited company its successors and permitted assigns and in case of a Joint Hindu Family, the Karta and the members or member for the time being of the said Joint Hindu Family, and their respective heirs, executors, administrators and permitted assigns and in case of Trust, its trustees for the time being and permitted assigns) of the **SECOND PART**

WHEREAS:

- (a) By a Deed of Conveyance dated 31st Dec, 2011 executed by and between (1) MR. MOHAMED IRFAN MOHAMED SIDDIQUE MOOSA DADANI and (2) MASTER ABDUL RAHIM M. IRFAN DADANI (a Minor represented through his father and natural guardian MR. MOHAMED IRFAN MOHAMED SIDDIQUE MOOSA DADANI) therein referred to as the Vendors of the one part and M/s CLASSIC CORPORATION, therein referred to as the Purchasers of the other part and Owners/ Developers herein, and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BBE/3/ 1534/2012 on 18/02/2012. The Vendors therein conveyed, transferred and assured unto the Owner/ Developers herein all that piece or parcel of land admeasuring 211.17 sq.mtrs . or thereabout, together with a structure standing thereon building known as “DADANI BUILDING” fully occupied by the Tenants, situate, lying and being at C.S. No. 1173 of Mandvi division. 210-214, Kambekar street, Mumbai – 400 003 and more particularly described in the **First Schedule** hereinunder written.
- (b) By a Development Agreement dated 17th Jan, 2012 executed by and between (1) MR. SAIFUDDIN AKBARALI VORA & (2) MRS. HAMIDA HAROON TOWELWALA (wife of late MR. HAROON KASAM TOWELWALA) (3) MRS. HASINA IRFAN VESVARIA (D/O. late MR. HAROON KASAM TOWELWALA), therein referred to as the Owners of the one part and M/s CLASSIC CORPORATION therein referred to as the Developers of the other part and Owners/ Developers herein, and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BBE/3/ 512/2012 and on 17/01/2012 The Owners therein given Development Rights to the Developers herein all that piece or parcel of land admeasuring 240 sq.mtrs. or thereabout, together with a structure standing thereon known as “MADINA MANZIL” fully occupied by the Tenants, situate, lying and being at C.S No. 1/1173 of Mandvi division.202-208, assessed by the Municipality under B-Ward Nos. 985(2) Kambekar street, Mumbai – 400 003 and more particularly described in the **Second Schedule** hereinunder written.
- (c) By a Deed of Conveyance dated 1st Aug, 2011 executed by and between M/s ANANTPUR TRADING CO. PVT. LTD. therein referred to as the Vendors of the one part and M/s CLASSIC CORPORATION, therein referred to as the Purchasers of the other part and Owners/ Owner/Developers herein, and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BBE/1/ 06900/2011 on 1/08/2011. The Vendors therein conveyed, transferred and assured unto the **Owner**/Developers herein all that piece or parcel of land admeasuring 259.20 sq.mtrs. or thereabout, together with a structure standing thereon building known as “ZULEKHA MANZIL” fully occupied by the Tenants, situate, lying and being at C.S NO. 1172. Of /Mandvi division. 198, Kambekar street, Mumbai – 400 003 and more particularly described in the **Third Schedule** hereinunder written.
- (d) By a Deed of Development Agreement dated 26th December 2014 executed by and between BAI FATMABAI CASSUM ALLIANI AND CASSUM ALLIANI CHARITABLE TRUST therein referred to as the “Owners” of the one part and M/s. CLASSIC CORPORATION therein referred to “The Developers” of the other part and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. 10489 on 26-12-2014. The Vendor therein granted Development Rights, unto the

M/s. Classic Corporation all that pieces and parcel of Fazandari land (now LTA) land or ground which have been formed into one together with the messuages, tenenament or dwelling house standing thereon situate in the city and registration sub-district of Mumbai containing by admeasurement about 214.05 sq. Mtrs, equivalent to 256 Sq. Yards of area and registered in the books of collector of Land revenue under C.S. No. 1176 of Mandvi Division and possessed by the Assessor and Collector of Municipal Rates and Taxes under B-ward No. 838-838, street Nos. 186,188 and 190. more particularly described in the **Fourth Schedule** hereinunder written. The Owners took up the matter with Charity Commissioner of Mumbai for their sanction under section 36(1) (a) of the Maharashtra Public Trust Act, 1950 being application No. J-4/60/2012 and the Jt. Charity Commissioner of Maharashtra State, Mumbai accorded its sanction/Order on 02-08-2014 for the purposes of Development of the above said property more particularly described in the Fourth Schedule hereunder on the terms and condition recorded therein.

- (e) By a Deed of Conveyance dated 31st December 2014 executed by and between (1) MR. SALIMUDDIN NOORUDDIN SHAMSHI AND (2) MR. AFZAL UMER therein referred to as the Vendors of the one part and M/s CLASSIC CORPORATION, therein referred to as the Purchasers of the other part and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. 1414 on 03-03-2014. The Vendors therein conveyed, transferred and assured unto the M/s. Classic Corporation all that piece or parcel of Fazandari land (now LTA) admeasuring 181.3 sq.mtrs. equivalent to 216.75 sq. Yds as per title Deeds and 195.65 sq mtrs as per property card bearing survey No. 1322 and 1333, cadestal survey No. 1175 of Mandvi Division, Sheet No. 158 Zone No. B-2 together with tenement or building standing thereon and assessed by the Assesor and Collector of Municipal Rates and Taxes under B ward No. B-639 and street No. 180-184, Masjid Bundar Road, Now known as Yusuf Meherali Road, Mumbai-400 003 in the registration District and Sub-district of Mumbai city and Mumbai Suburb. and more particularly described in the **Fifth Schedule** hereinunder written. There was a suit no 2890 of 1993 in high court which was subsequently transferred to city civil court vide suit no 9230 of 1993. This suit is pending on the property of fifth schedule. However, there is no restricting order or injunction in this suit. M/s Classic Corporation purchased the fifth schedule property relying on high court order dated 18 th April , 2011, wherein the honourable judge has stated that no equitable and discretionary relief can be granted to plaintiffs in Notice of Motion No 1428 of 2008 in which the plaintiff had claimed that defendant be restrained from dealing, disposing , encumbering , creating third party rights etc in suit no 2890 of 1993.
- (f) In view of the above mentioned premises the Vendors herein became entitled to develop the Property of First Schedule in the capacity of owners, the Property of the Second Schedule by virtue of having Development Rights of the same and the property of the Third Schedule in the capacity of Developers. the Property of Fourth Schedule by virtue of Developers and Property of Fifth Schedule by virtue of conveyance.
- (g) The Vendors herein have amalgamated the property of the First, Second third Fourth and Fifth Schedule. (Hereinafter referred to as "The Said Property"). The Vendors herein are developing the said property vide 33/7 SRA scheme of MHADA.

- (h) The vendors have vacated the tenants of the said property and shall allot to them permanent Alternate Accomodation in lieu of their tenanted premises in the buildings situated on the said property. As per the 33/7 slum redevelopment scheme the vendors are obliged to allot permanent Alternate accommodation to the tenants and the vendor is granted sellable FSI for the building/buildings to be constructed on the said property.
- (i) The Vendors have obtained a Letter of Intent (LOI) from MHADA dated ____ and bearing No. _____. The Vendors have also obtained a Commencement Certificate (CC) from MCGM Dated _____ and bearing No. _____.
- (j) The Vendors have got plans for the building to be constructed on the said property prepared and submitted the same for approval through their architect _____ and the same are (UNDER APPROVAL) approved by the MCGM on _____
- (k) In the aforesaid premises the vendors are entitled to sale residential flats from the saleable FSI in the building/s to be constructed on the said property. (Hereinafter referred to as **“The Said building”**). The Purchaser is now desirous of acquiring a residential Flat in the said building and has approached the vendors to assign him /her /them /it a Flat being No. ____ on the ____ floor of the building to be known as Burj Ashrafi Co.op. Hsg. Soc. Ltd. admeasuring _____ Sq. Ft. Carpet area for total consideration of **Rs. _____/- (Rupees _____ only)**. (Hereinafter referred to as **“The Said Premises”**). The typical floor plan indicating the said premises is annexed hereto and marked as **Annexure “1”**.
- (l) The Vendors intend to develop the Said Property by constructing building named as “BURJ ASHRAFI” (Hereinafter referred to as “The Said Building”).

At present the Floor Space Index in respect of the Said Property is _____. The Vendors are entitled to further Floor Space Index. The Vendors shall have all the rights and be entitled to develop the Said Property in such manner as it deems fit. The Vendors are entitled to consume the present Floor Space Index and also the future Floor Space Index which it is entitled to and construct building/s by consuming the same. The present approvals are tentative and liable to amendment including for horizontal or vertical extensions and/or by approval of additional constructions so as to consume and exploit present _____ and/or any further FSI/TDR/Additional FSI on payment of premium or otherwise including claiming of areas Free of FSI on payment of Premium and all such rights and liberties are reserved.

- (m) The Purchaser has demanded inspection from the Vendors and the Vendors has given inspection to the Purchaser of all documents of title relating to the Said Property including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Vendor’s Architects, the Certificate of title, revenue records and all other documents as specified under the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as “the M.O.F. Act”) and the rules made there under, and also handed over the copies thereof;
- (n) Under Section 4 of the said M.O.F Act, the Vendors are required to execute a written Agreement for Sale in respect of the premises agreed to be sold to the Purchaser and the Parties are therefore, executing these presents which shall be got registered under the Indian Registration Act, 1908;

- (o) The Purchaser is aware that development of the Said Property shall be over period of time and that although the said building in which the said premises hereby agreed to be sold may be completed and the Vendors may permit the Purchaser to use the said premises, however, only on completion of the entire work of development on the said Property and only upon sale of all the premises, flats, offices, shops, garages, stilt, parking, open spaces and other tenements in the building and only upon receipt of all the amounts including entire consideration amount from the purchasers of the premises, the Vendors shall take steps to form society of the said building and get the building and the land underneath thereto leased or conveyed in favour of the said Society. This Agreement is entered into by the Purchaser on a specific understanding that the Purchaser shall not insist upon the lease or conveyance of the Sale Property as provided herein being executed until the entire construction of the Said building is completed and until the sale of all the offices, shops, garages, stilt, parking, open spaces and other tenements, are affected by the Vendors and all the amounts including entire consideration amount in respect thereof are received by the Vendors and/or their nominee/s unless they retain these premises as members of any ad-hoc committee / organisation in the Said building. The list of Annexures attached to this Agreement are stated hereinbelow:

Annexure "1":	Plan of the Property
Annexure "2":	Copies of the Revenue Records in respect of the Said Property
Annexure "3":	Copy of Approved Layout
Annexure "4":	Copy of the CC
Annexure "5":	Copy of the Title Report
Annexure "6":	Typical Floor Plan

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

1. The Vendors shall construct the said building by the name of "(BURJ ASHRAFI)" on the Said Property, in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and approved by the Purchaser with such variations and modifications as the Vendors may make from time to time. The name of the said building is "**Burj Ashrafi**" and the society shall be named as Burj Ashrafi Co. Op. Hsg. Society Ltd..
2. The Purchaser hereby agrees that prior to entering into these presents and opting for allotment of premises in the Said Building, he/she/it made all enquiries including thru his/her/its legal advisors and after being satisfied and understanding all terms, the Purchaser undertakes to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, there under and covenants of this clause are with aim and intent to bind himself/herself/itself and all person/s at any time claiming or to claim by, thru under or in trust for Purchaser or any of them including to the said ad-hoc committee / association and the said organisation as contemplated herein.
3. The Vendors hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authorities and/or Government bodies at the time of sanction of the said plans or thereafter.

Event	Percentage of Cost	Payable to Vendors	Paid to Vendors till date
Earnest Money Deposit	10%		
Completion of Plinth	10%		
Completion of slab 1	3%		
Completion of slab 2	3%		
Completion of slab 3	3.5%		
Completion of slab 4	3.5%		
Completion of slab 5	3.5%		
Completion of slab 6	3.5%		
Completion of slab 7	3.5%		
Completion of slab 8	3.5%		
Completion of slab 9	3.5%		
Completion of slab 10	3.5%		
Completion of slab 11	3.5%		
Completion of slab 12	3.5%		
Completion of slab 13	3.5%		
Completion of slab 14	3.5%		
Completion of slab 15	3.5%		

Completion of slab 16	3.5%		
Completion of slab 17	3.5%		
Completion of slab 18	3.5%		
Completion of slab 19	3.5%		
Completion of slab 20	3.5%		
Completion of slab 21	3%		
Completion of slab 22	3%		
Possession	5%		
TOTAL	100%		

The Purchaser hereby undertakes to bear and pay the Service Tax, penalty, interest as may be levied by the relevant authorities and payable in respect of the transaction / Flat/ Amenities/ consideration/ and other charges. The Purchaser hereby undertakes to bear and pay the VAT, penalty, interest as may be levied by the relevant authorities and payable in respect of the transaction/Flat/Amenities/consideration/other charges. The Purchaser hereby undertakes to bear and pay any other taxes by any other name, applicable now or levied or introduced in future, any penalty or interest thereon (in case of delayed payment by the Purchaser), as may be levied by the relevant authorities and payable in respect of the transaction/Flat/Amenities/consideration/other charges.

5. The Purchaser shall make all payments of the consideration amount due and payable to the Vendors within 7 days of achieving of relevant progress at site and it would be obligation of Purchaser to keep track of progress and make payment, whether or not any demand notice in that behalf is issued or not by Vendors. All payments shall be made only through an account payee cheque / demand draft / pay order / any other instrument drawn in favour of **M/s. "Classic Corporation"** or such name as Vendors may direct in writing from time to time. In case of any financing arrangement entered by the Purchaser with any financial institution with respect to the purchase of the said premises, the Purchaser undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to the Vendors through an account payee cheque / demand draft / pay order drawn in favour of **"M/s. Classic Corporation "** or such name as Vendors may direct in writing hereafter from time to time.
6. It is also made clear by the Vendors that if the Vendors have made any tie-up with any financial institution for the purpose of housing loan and the Purchaser avails the loan from the said financial institution, the Purchaser shall irrevocably consents to take the disbursement of his /her /their loan according to the terms set out as per the said tie-up.
7. The Vendors shall have first lien and charge on the said premises agreed to be acquired by the Purchaser in respect of any unpaid amount payable by the Purchaser to the Vendors hereunder. It is essential and integral term and condition of this Agreement, that only upon payment of the entire

consideration and all other amounts, charges, dues, outgoings, etc. payable hereunder, having been paid on its respective due date/s without any default by the Purchaser to the Vendors (and not otherwise), will the Purchaser have or be entitled to claim any rights, against the Vendors under this Agreement and / or in respect of the said premises.

8. The Parties hereto confirm that this document constitutes the full agreement between the parties and supersedes all previous agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents entered into, executed and/or provided.
9. It is agreed that the information, specifications, amenities, layout, pictures etc. shown / contained in brochure shown to Purchaser, if any, are indicative only. The Developers shall not be liable, responsible, obligated and / or required to provide any and / or all such amenities, specification etc. as contained in the brochure and/or these presents or to strictly adhere to any layout or nature of development of Said Property or The said Building or Elevation/s as reflected therein and Purchaser is aware and admits same to be temporary and that the actual development would be and can be only as per sanctioned plans and approvals and amendments thereto from time to time. No right of any nature whatsoever shall be construed and/or deemed to have accrued in favour of any person and/or Purchaser from or by virtue of such brochure, plans, estimates, figures etc. And request to purchase the said premises, as contained in Final Plans at completion of Project in its entirety as contemplated and mentioned herein and which Purchaser was made aware of completely prior to entering into transaction and opting to, shall be deemed as Final and conclusive. The Developers shall not be liable and/or responsible for any loss, damages, cost, charges, expenses suffered / incurred and/or likely to be suffered and/or incurred by any person and /or Purchasers and no person or Purchaser shall have any right or be entitled to claim or enforce any right based on such brochure etc.
10. It is further agreed that the Developers shall have irrevocable and unconditional right to change, delete, substitute, alter, subtract, add, amend etc. the said plans, drawings, information, specification, amenities, lay-out etc. in such manner as the Vendors may deem fit as permissible and permitted by authorities, without any further or other reference or recourse to Purchaser and/or any ad-hoc committee / association and/or the said organisation .
11. The Purchaser agrees and confirms that the payment of installments shall be made on the due dates, without any delay or default, in terms of this Agreement. The Purchaser agrees that the time for payment is the essence of the contract. An intimation forwarded by the Vendors [though not obliged] to the Purchaser that a particular stage of construction is completed shall on despatch be sufficient proof that a particular stage of construction is completed. It is further agreed that if the Purchaser commits any delay or default in making payment of any of the amounts and/or instalments of any amount payable under this Agreement, the Vendors shall without prejudice to any other rights or remedies that they may have against the Purchaser, including right to forfeit the consideration amount and/or terminate and/or put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Purchaser and the Purchaser shall pay to the Vendors interest on all outstanding payment at the rate of 21% per month compounded on monthly rests from the due date till the date of actual payment.

12. Time for the payment of all the amounts including the consideration amount and performance of all the obligations by the Purchaser is the essence of the contract. If the Purchaser fails, neglects and/or is otherwise unable to pay to the Vendors any of the amount including the consideration amount as mentioned in this Agreement and/or commits breach of any of the terms and condition of this Agreement and/or any other writing and/or the terms and conditions of layout, Commencement Certificate, N.O.C. and other sanction,

permission, Undertakings and Affidavits etc., then and in that event, the Vendors shall without prejudice to all other rights that the Vendors may have against the Purchaser either under this Agreement, or in law or otherwise, be entitled to terminate this Agreement and forfeit and appropriate the following amount:

- a. A minimum of 10 %(Ten percent) of the total consideration value, or all the losses and/or damages suffered in the sale of the said premises to a new purchaser, whichever is more.

Or

- b. A minimum of 12% (Twelve percent) of the total consideration value, or all the losses and/or damages suffered in the sale of the said premises to a new purchaser, whichever is more, in case of any brokerage was paid by Developers with respect to the sale of the said Premises to Purchaser.

The Vendors shall refund without interest the balance if any due to the Purchaser only after deductions of all amounts deductible as aforesaid and the said premises is sold and all amounts including consideration amount has been received from the new purchaser in respect of the said premises. However, any profit and all other advantages and benefits arising from the sale of the said premises to a new purchaser shall be to the sole and exclusive credit / account of the Vendors and the Vendors shall be entitled to the said profits and all other advantages and benefits. If the amount paid by the Purchaser is less than the amount of forfeiture, then the Purchaser shall be liable to pay the difference of amount due on forfeiture to the Vendors and shall forthwith pay the same.

13. On Purchaser committing breach of any of the terms and condition of this Agreement including failing and/or neglecting etc. to pay to the Vendors any of the amount including the consideration amount as mentioned in this Agreement as aforesaid and/or on termination of this Agreement for any reason whatsoever, the Purchaser shall cease to have any right, title, interest, claim or demand or dispute of any nature whatsoever either against the Vendors or against the said premises and the Vendors shall be entitled to deal with and dispose of the said premises to any other person/s as they deem fit without any further act or consent of the Purchaser.
14. In case of a termination of this Agreement, if the Purchaser has paid any amount towards Service Tax or VAT, the Vendors shall not be liable to refund the same. The Vendors at the most may issue a letter to the Purchaser and the Purchaser may claim refund of such amount paid towards Service Tax or VAT. However if at any time after cancellation or termination of this Agreement or handing over of possession, any amount is claimed by Government as Service Tax or VAT on such transaction including even if cancelled, the liability of the Purchaser to bear and pay the same shall continue and amount so due would always be deemed to be the charge on the said Premises [if handed over to

Purchaser] and if not handed over, on the movable and/or immovable property/ies as may be belonging to Purchaser at the time such amount is found due and demanded by Vendors and the Purchaser declare and confirm that the limitation for claiming such amount if any shall commence on date such demand is made by authorities in writing upon Purchaser or the Vendors, as case may be.

15. It is expressly agreed that the right of the Purchaser under this Agreement or otherwise is restricted only to the said premises subject to the payment of all
16. The amounts including the consideration amount payable by the Purchaser to the Vendors and subject to compliance of all other terms and conditions hereof by the Purchaser. All other unsold flats, premises, parkings, rights for reserved allocation of car/vehicle parks and portion or portions of the Said building for said purpose/s with right to transfer such reserved rights with said premises, including licenses for use of any open spaces, terraces on the said Property etc., shall be the sole and absolute property and rights/entitlements of the Vendors even after the said Property is leased / conveyed to the said Society.
17. It is agreed that notwithstanding anything contained to the contrary herein, the Vendors shall be entitled at any time to amend the existing layout and/or construct additional floors on said building being constructed on the said Property, even after completion of said building and/or even after execution of lease/conveyance in respect of the said building in favour of the said organisation. All such additions, alterations, additional floors and/or additional wings, shall be the sole property of the Vendors who shall be entitled to sell and/or otherwise deal with the same in the manner the Vendors deems fit. Such additional construction may either be on account of additional FSI that may be available from the said Property and Said Property or elsewhere and/or on account of TDR and/or any other rights, benefits including floating rights which may be available in respect of the said Property and or other properties and/or any potential that may be available on account of the amendment in the Development Control Rules or FSI or otherwise or on account of floating rights and all other benefits and rights. The Vendors shall be entitled to utilize and consume such TDR, FSI or any other potential, other rights, benefits including floating rights etc. to the extent possible in law. The Purchaser shall not be entitled to claim any rebate in price or any other advantage from the Vendors on the ground of the Vendors making additional construction or any other ground whatsoever. The Purchaser hereby confirms and consents to the irrevocable and unfettered right of the Vendors to construct and sell the said building on the said Property and/or additional floors on the said building being constructed on the said Property in the manner deemed fit by the Vendors without any further or other consent or concurrence in future and these consents and confirmation shall be treated as irrevocable No Objection ("**NOC**") consent, permission given by the Purchaser, under section 7 and 7 A of M.O.F. Act after understanding its implication and effect and after legal advice if any from his/her/its own advocate/counsel etc.
18. The Vendors will be entitled to purchase the Rights of adjoining building/s by way of conveyance or Development Rights and amalgamate the plots of such buildings to the Said Property and load the Saleable FSI accrued from such buildings on the Said building and construct additional floors on the said building by obtaining fresh IOD, Commencement Certificate, and getting the amended plan sanctioned by BMC. In such event the existing L.O.I, I.O.D C.C

and sanction plan shall stand amended in terms of fresh L.O.I. I.O.D., C.C. and sanction Plan. The same shall be replaced by the new L.O.I. I.O.D., C.C. and sanction Plan in this Agreement. The Purchaser shall have no objection for the same.

19. The Vendors shall be, if the Vendors so decides, entitled to construct in, over or around or above the terrace of the said building or any additional area or facility permitted within the rules of the MBMC / MCGM.
20. The Vendors shall be entitled to grant any right of way or licence of any right through, over or under the said Property and Said Property to any person including occupant, purchaser or person entitled to any area or areas in any building which may be constructed by the Vendors on the said Property and Said Property or to any person as the Vendors may desire or deem fit.
21. The Vendors shall be entitled to revise the boundary or area or the layout 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 Vendors may desire or deem fit from time to time by amalgamating adjoining plot or plots and the Purchaser shall have no objection for it and shall not claim any relief in respect thereof under the MOFA or any other present Act or any other Act to be enacted in this respect in future.
22. The Purchaser has made inquiries and is satisfied that the Vendors has right and authority to develop the said property and construct the Said building thereon sell the flats and other premises therein. The Purchaser hereby undertakes not to raise any objection and/or requisitions to the title, right, authority etc. of Vendors to the said Property and/or right of the Vendors to construct the buildings including the said building thereon and sell flats and other premises therein.
23. The Vendors shall endeavour to complete the construction of the said building on or before _____ and if the construction of the said premises is not completed by _____, then the Vendors shall complete the construction of the said building within further period of 12 months after_____, provided always that the Vendors shall be entitled to further extension of time for completion of the said building, if the completion of said building is delayed on account of:
 - (a) Non-availability of steel, cement, other building material, water or electric supply;
 - (b) War, Civil Commotion or act of God;
 - (c) Any notice, order, rule, notification of the Government, MBMC / MCGM and/or other public or other Competent Authority or Court, Tribunal;
 - (d) Economic downturn;
 - (e) Any other eventuality or event which is beyond the control of the Vendors including precarious financial condition of the Vendors and/or economic downswing in real estate or any other industry; and

(f) Any other force majeure or viz-majeure;

Subject to the aforesaid, and subject to other terms hereof, if the Vendors is unable to offer possession of the said premises by the date stipulated hereinabove then the Vendors agree that they shall be liable to refund to the Purchaser the amounts already received by them in respect of the said premises with simple interest at the rate of 9% (nine percent) per annum from the date the Vendors received the sum till the dates the amounts and interest thereon is re-paid by the Vendors to the Purchaser.

24. The Purchaser shall make payment of the instalments mentioned hereinabove along with all the other amounts as mentioned in clause 27 and 28 below. The Purchaser shall occupy the said premises within 7 days of the Vendors giving written notice to the Purchaser intimating that the said premises is ready for occupation.
25. The Purchaser shall use the said premises only for residential purpose.
26. The Purchaser doth hereby agree, declare and confirm that the Purchaser and the other purchasers of the premises in the said building shall jointly and severally be liable and responsible to operate and maintain the various assets installed in the buildings within the Said Property like water pumps, fire fighting system, filtration plants including other such items for Rain Water Harvesting System and other such equipments and appliances etc. as may be necessary for the purpose of use and management of the various amenities, facilities and plant and machinery by all the flat purchasers in common, as common amenities and facilities and thereby ensure compliance of the condition as imposed by MOEF or as may be imposed by them with respect to the development and construction of the Said building as the case may be.
27. The Vendors shall at its sole discretion form and register the said organisation. The Purchaser agrees from time to time to sign and execute documents necessary under the Apartment Act or Maharashtra Co-operative Societies Act or any other relevant Act and. Such application shall be duly filled in, signed and returned to the Vendors within 18 days of the same being forwarded by the Vendors to the Purchaser, so as to enable the Vendors to register the said organisation. However, lease or conveyance will be executed only after the Vendors has completed the construction of The Said building entirely and in all respect and the Vendors is or will be entitled to construct by utilizing the additional FSI and/or TDR and/or all other rights, title, interest, benefits etc. and after receiving the Occupation Certificate in respect of The Said building and only after the Vendor has sold all the flats / Shops/ Offices/ Parking spaces / tenements therein and after all the purchasers have paid to the Vendors all the amounts due under their respective agreements.
28. As part of the transaction contemplated herein, the Purchaser shall on the Purchaser being intimated to occupy the said premises, or Purchaser having requested and Vendors [though not obliged] having acceded to and handed over key of said premises, pay to the Vendors inter alia the following lump sum amounts over and above the consideration mentioned in clause 4 above. The Vendors is entitled to retain and appropriate the same.

Sr. No	Particulars	Amount (Rs.)
(i)	Organisation Registration	
(ii)	Ad – hoc Committee / Association Formation	
(iii)	Development Charges;	
(iv)	Water and Electricity Meter	
(v)	Legal Charges;	
(vi)	Infrastructure Cost;	
(vii)	Outgoing for 18 months in advance	
	Total	

(Any other charges / dues as may be applicable and payable at the time of handing over of the said premises, if any).

The Vendors shall not be liable to render the accounts in respect of the amounts mentioned hereinabove. It is hereby clarified that the aforesaid amounts mentioned Herein above does not include the dues for electricity, gas and other bills for the said premises and the Purchaser shall be liable to pay electricity, gas and other bills for the individual meters separately.

29. It is expressly agreed that the Purchaser shall on the Purchaser being intimated to occupy the said premises, or Purchaser having requested and Vendors [though not obliged] having acceded to and handed over key of said premises pay to the Vendors inter alia the following amounts over and above the consideration mentioned in clause 4 above and the amounts mentioned in clause 26 above. Such amounts shall not carry any interest.

Sr. No.	Particulars	Amount (Rs.)
(i)	Share Money	
(ii)	Share Money in case of Company / Firm	
(iii)	Mahanagar Gas	
(iv)	Federation Charges	
(v)	Outgoing for 18 months as Interest Free Security Deposit	
(vi)	Club House	
	Total	

The Vendors shall not be liable, responsible and/or required to render the account in respect of the amounts mentioned above in this clause i.e. clause 27. The Vendors is entitled to spend, utilise etc. the aforesaid amount in such manner as it deem fit and spent balance, if any, in the amounts mentioned in this clause, shall be transferred to the said organisation's Account at the time of handing over the charge of the buildings to the said organisation. It is hereby clarified that the aforesaid amounts mentioned hereinabove does not include the dues for electricity, gas and other bills for the said premises and the Purchaser shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges mentioned

hereinabove is only indicative and not exhaustive and the Purchaser agrees to pay to the Vendors, such other charges as the Vendors may indicate.

30. All costs, charges and expenses incurred in connection with the formation of the said organisation as well as the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Vendors and by the Purchaser including stamp duty, registration charges etc., payable in respect of such documents shall be borne by the Purchaser.
31. The Purchaser shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for transfer of the said premises including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's account.
32. It is agreed that one month prior to the execution of the lease or conveyance the Purchaser shall pay to the Vendors, the Purchaser's share of stamp duty and registration charges payable, if any, by the said organisation on the execution of the lease or conveyance in respect of the buildings and land underneath thereto and the Vendors shall not be liable or responsible for any of the said stamp duty and registration charges. The Purchaser alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents etc.
33. Upon the Purchaser being permitted to enter upon the said premises, he/she/they shall have no claim against the Vendors as regard the quality of the building material used for construction of the said premises or the nature of the construction of the said premises or otherwise howsoever, provided that if within a period of one year from the date on which the Purchaser being permitted to enter the said premises to the Purchaser, the Purchaser brings to the notice of the Vendors any defect in the said premises or the material used therein or any unauthorised change in the construction of the said building, then, wherever possible such defect shall be rectified by the Vendors at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendors/s reasonable compensation for such defect or change as determined by the Authority appointed under the M.O.F. Act.
34. It is further agreed, confirmed and covenanted between the parties hereto that Purchaser shall not change the user of the said premises and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said premises and shall not cover or construct anything on the open spaces and/or parking spaces and/or refuge areas.
35. The Purchaser by himself/herself/themselves with intention to bind all persons into whose hands the said premises and other premises may hereinafter come, even after buildings and land underneath thereto is leased or conveyed in favour of the said organisation, is executed, hereby covenant/s with the Vendors as follows:

- (a) To maintain the said premises at the Purchaser's own cost in good tenantable repair and condition from the date on which the Purchaser is permitted to use the said premises is given by the Vendors to the Purchaser and not do or suffer to be done anything in or to the building, staircase, common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the building or to the said premises itself or any part thereof;
- (b) Not to store anything in the passages, open spaces, staircase in the building within the said Property etc.
- (c) Not to store anything on any open area in the said premises which are hazardous, combustible or of 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 on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said building and in case any damage caused to the said building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs;
- (d) To carry out at his / their own costs 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 Vendors to the Purchaser and not to do or suffer to be done anything in or to the building or in 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 consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities;
- (e) Not to demolish or cause to be demolished the said premises or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said premises or any part thereof nor any alteration in the elevation and outside colour scheme of paint and glass of the said building and keep the portion, sewers, drains, pipes in the said premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support, shelter and protect other parts of the said building and not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the said premises without the prior written permission of the Vendors and/or the said organisation . The Purchaser further undertakes not to affix any fixtures or grills on the exterior of the said building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the premises. He/she/they shall not be allowed to install window A.C. which would deface the elevation of the said building. The obligation of the Purchaser under this sub-clause shall not prejudice or affect any obligation under any other clauses of this Agreement, including but not limited to sub-clause (o) of this clause. In the event the Purchaser fails to pay the penalty and rectify the default of his/her obligation within one month

from committing this default at his/her own cost then the Vendors through its agents, shall have a right to enter upon the said premises and dismantle at the Purchaser's cost, such fixtures which are in contravention of this sub-clause or any other provision of this Agreement. Should the Purchaser desire to affix grills within the premises, the same shall be affixed in such a manner as will not deface the elevation of the said building and its exterior aesthetic features, and for this purpose, prior written consent of the Vendors shall be sought by the Purchaser;

- (f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and said building in which the said premises is situate or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance;
- (g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises into the compound or any open areas or any portion of the said Property and the said building in which the said premises is situated;
- (h) Pay to the Vendors within 10 days of demand by the Vendors, in addition to the amounts collected in clause 26 and 27 above, their share of security deposit demanded by any concerned local authority or government, MCGM for giving water, or any electric supply company for giving electricity or any other service connection to the said building which the said premises is situated;
- (i) 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 from time to time;
- (j) Till the Purchaser has obtained the prior written consent of the Vendors, the Purchaser shall not let, sublet, sell, mortgage and/or otherwise transfer, assign or part with the Purchaser's interest or benefit under this Agreement and/or the said premises and subject to the payment of transfer charges as may be determined by the Vendors/Organisation. Such transfer shall be only in favour of the Transferee as may be approved by the Vendors and not otherwise;
Shall observe and perform all the rules and regulations which the said organisation may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of buildings and the 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 government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the said organisation 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 outgoings in accordance with the terms of this Agreement;
- (k) Shall not at any time cause or permit any public or private nuisance in or upon the said premises, said building or the said property or any part

thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Vendors;

- (l) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said premises and/or open space nor litter or permit any littering in the common areas in or around the said premises and/or said building and/or buildings and at the Purchaser's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said premises and/or the said building to the requirement and satisfaction of the Vendors and/or relevant government and statutory authorities;
- (m) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said building or the exterior wall of the said premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, or any other thing whatsoever save and except the name of the Purchaser in such places only as shall have been previously approved in writing by the Vendors in accordance with such manner, position and standard design laid down by the Vendors;
- (n) Shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Vendors and not at any other place;
- (o) Shall not do or permit or suffer to be done anything in or upon the said premises or any part of the said building which is or may, or which in the opinion of the Vendors is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining flat or the neighbourhood provided always that the Vendors shall not be responsible to the Purchaser for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining flat of the buildings and the Purchaser shall not hold the Vendors so liable;
- (p) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said premises or in or on the common stairways, corridors and passageways in and of the buildings including the said building;
- (q) Shall abide by all rules and regulations framed by the Vendors or by the said organisation, for the purposes maintenance and up-keep of the buildings;
- (r) Shall not ever and in any manner enclosed any flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said premises and keep the same unenclosed at all time.

The Vendors shall have the right to inspect the said premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser and without payment of any compensation to the Purchaser for such demolition in any manner whatsoever; and

- (s) Shall not enclose any flower beds/pocket terraces now or in the future and shall not tamper with the elevation features. The Vendors shall have the right to inspect the premises and also demolition of any such addition and alteration to the open areas affecting the present or further FSI potential of the Vendors.

The Vendors will have irrevocable, unconditional and unfettered right and be entitled to and the Purchaser shall permit the Vendors and its surveyors and agents with or without workmen and others, at all times, to enter into and upon the said premises to view and examine the state and conditions thereof.

36. The Purchaser hereby covenants to keep the said premises, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and condition and in particular so as to support shelter and protect the other parts of the said building. The Purchaser further covenants not to chisel or in any other manner damage the columns, beams, slabs, or R.C.C. partition or walls or other structural members without the prior written permission of the Vendors. The breach of these conditions shall cause this Agreement, ipso facto come to an end and the earnest money paid by the Purchaser to the Vendors shall stand forfeited and the Vendors shall be entitled to deduct from the payments made by the Purchaser such amounts as they may find proper to compensate for the damage so caused and if such payments are inadequate, the Vendors shall be entitled to recover further amounts from the Purchaser to compensate for the damage so caused and the Purchaser hereby consents to the same. The decision of the Vendors in that regard shall be final and binding upon the Purchaser who shall not dispute the decision of the Vendors in this regard.
37. Until all the amounts payable by the Purchaser to the Vendors are paid and until all the obligations required to be performed by the Purchaser, are performed, 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 in favour of the Purchaser and the Purchaser shall not have any right, title, interest or claim of any nature whatsoever in respect of the said premises. Further, the Purchaser shall never have any right, title, interest, claim or demand of any nature whatsoever in respect of open spaces, unsold parking spaces, lobbies, staircases, terrace, etc., even after the buildings and land underneath thereto is leased or conveyed to the said organisation which will always remain the property of the Vendors. It is further agreed that should any grant or demise be construed in the Purchaser's favour in respect of the said premises then there shall deem to be a charge on the Purchaser's interest in the said premises, for all payments due under this Agreement from the Purchaser. The Purchaser shall have permission only to use open spaces (other than the open car parking spaces), terrace, lobby, stair case and lift.
38. The Vendors shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the said Property,

such decision shall be final and binding until the conveyance in respect of the said building and land underneath thereto is executed in favour of the said organisation. Thereafter, the said organisation will undertake to maintain the buildings or any part thereof in the manner it was handed over save and except normal wear and tear of the property and the said organisation shall create and maintain a Sinking Fund for the purpose of such maintenance and if the said organisation commits default, the Vendors shall have a right to rectify the default and recover the expenses from the said organisation of the purchaser / allottee.

39. The Purchaser shall at no time demand partition of the said building and/or said Property etc. and/or his/her/their interest, if any, therein and the same shall never be partitioned.

40. It is agreed that the said premises shall be of normal brick with cement plaster only and shall contain specifications, fixtures, fittings and/or amenities as set out in the Seventh Schedule hereunder written. The Purchaser hereby agrees,

declares and confirms that save and except the specification, fixtures, fittings and/or amenities as set out in the Second Schedule hereunder written, the Vendors shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said premises or in the said building. It is expressly agreed between the Vendors and the Purchaser and the Purchaser confirms that he/she/they are aware that the Vendors is likely to receive additional FSI, TDR and other rights and benefits on the said property and in such event of Vendors receiving additional FSI and/or TDR and other rights and benefits the Vendors shall be entitled to construct either additional floor or floors on the buildings including the said building or any part thereof or construct any additional structure on the said property in the open compound as may be permissible either as Annexe structure or as an independent structure as the Vendors may desire and the Vendors shall be entitled to deal with, dispose of, alienate, encumber or transfer such additional floor or floors or premises and building or buildings or structures for such consideration to such party as the Vendors may desire without reference or recourse or consent of the Purchaser in any manner whatsoever and the Purchaser agrees not to dispute or object to the same.

41. That the name of the said building shall always be known as "Burj". Further the name of the said organisation shall contain the name as "**Burj Ashrafi Co-Operative Housing Society Ltd.**" and/or any other name the Vendors may desire and this name shall not be changed without the prior written permission of the Vendors.

42. It is expressly agreed that the Vendors shall have an irrevocable and perpetual right even after the execution of the lease or conveyance in favour of the said organisation and be entitled to put a hoarding on the said Property or any parts of the said building or buildings including on the terrace and/or on the parapet wall and/or on the said Property and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Vendors is fully authorised to allow temporary or permanent construction or erection for installation either on the exterior of the buildings or on the said Property as the case may be and further the Vendors shall be entitled to use and allow third parties to use any part of the buildings and the said Property for installation of cables, satellite, communication equipment, cellular telephone equipment,

radio turnkey equipment, wireless equipment etc. The Purchaser agrees not to object or dispute the same. It is further expressly agreed that the Vendors shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall be solely and absolutely belonging to the Vendors.

43. No forbearance, indulgence or relaxation or inaction by the Vendors at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice their rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.
44. Any delay tolerated or indulgence shown by the Vendors in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Vendors shall not be construed as a waiver on the part of the Vendors 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 the Vendors.
45. As part of the transaction contemplated herein, it is agreed between parties hereto that for every sale or transfer of the said premises or any part thereof, the Purchaser and all subsequent third parties who have purchased or have agreed to purchase, the said premises or who have become the owners of the said premises, as the case may be, shall be liable and shall pay to the Vendors transfer fees/charges as determined by the Vendors.
46. Notwithstanding what is stated hereinabove, the Vendors shall not be liable or required to pay any transfer fees/charges and/or any amount, compensation whatsoever to the said organisation for the sale or transfer of the unsold premises in the buildings or the said Property and the Said Property even after the lease or conveyance is executed in favour of the said organisation.
47. The Purchaser hereby expressly agrees and covenants with the Vendors that in the event of the said building on the said Property being not ready for occupation and in the event of the Vendors offering license to enter upon the said premises to the Purchaser or handing over occupation of the said premises earlier than completion of the said building on the said Property then and in that event the Purchaser shall not have any objection to the Vendors completing the construction of the balance building or additional floors on the said Property without any interference or objection by the Purchaser. Notwithstanding anything contrary to contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Vendors) and notwithstanding the Vendors giving any no objection/permission for mortgaging the said premises or creating any charge or lien on the said premises and notwithstanding the mortgages/charges/lien of or on the said premises, the Vendors shall have first and exclusive charge on the said premises and all the right, title and interest of the Purchaser under this Agreement for recovery of any amount due and payable by the Purchaser to the Vendors under this Agreement or otherwise.

Notwithstanding anything contained herein, it is agreed between the parties hereto:

- (a) That the Purchaser shall be solely and exclusively liable and responsible and shall bear and pay all the costs, charges, taxes, VAT, including services tax, etc. payable in respect of the transaction contemplated herein; and
48. All notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery to the address of the addressee at his/her/their address hereinbefore mentioned
49. A notice shall be deemed to have been served as follows:
- (a) if personally delivered, at the time of delivery
 - (b) if sent by courier, Registered (Post) A.D. at the time of delivery thereof to the person receiving the same
50. For the purposes of this transaction, the details of the PAN of the Vendors and the Purchaser are as follows:
- (a) Vendor's PAN - _____
 - (b) Purchaser's PAN- _____
51. The Purchaser hereby declares that he has gone through this Agreement and all the documents related to the Said Property and the said premises and has expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied has entered into this Agreement.
52. Clause as per IOD.point no 21.
53. All the disputes between the parties hereto shall be adjudicated by the courts in Mumbai alone.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

The First Schedule Above Referred to

All that piece or parcel of land admeasuring 211.17 sq.mtrs. or thereabout, together with a structure standing thereon building known as "DADANI BUILDING" fully occupied by the Tenants, situate, lying and being at C.S. No. 1173 of Mandvi division. 210-214, Kambekar street, Mumbai – 400 003

The Second Schedule Above Referred To

All that piece or parcel of land admeasuring 240 sq.mtrs. or thereabout, together with a structure standing thereon known as "MADINA MANZIL" fully occupied by the Tenants, situate, lying and being at C.S No. 1/1173 of Mandvi division.202-208, assessed by the Municipality under B-Ward Nos. 985(2) Kambekar street, Mumbai – 400 003

The Third Schedule Above Referred To

All that piece or parcel of land admeasuring 259.20 sq.mtrs. or thereabout, together with a structure standing thereon building known as “ZULEKHA MANZIL” fully occupied by the Tenants, situate, lying and being at C.S NO. 1172. Of /Mandvi division. 198, Kambekar street, Mumbai – 400 003

The Fourth Schedule Above referred to

all that pieces and parcel of Fazandari land (now LTA) land or ground which have been formed into one together with the messuages, tenenament or dwelling house standing thereon situate in the city and registration sub-district of Mumbai containing by admeasurement about 214.05 sq. Mtrs, equivalent to 256 Sq. Yards of area and registered in the books of collector of Land revenue under C.S. No. 1176 of Mandvi Division and possessed by the Assessor and Collector of Municipal Rates and Taxes under B-ward No. 837-838, street Nos. 186,188, 190 Mumbai-400 003. Assessed by BMC under B-ward No.986

The Fifth Schedule Above Referred To

all that piece or parcel of Fazandari land (now LTA) admeasuring 181.3 sq.mtrs. equivalent to 216.75 sq. Yds as per title Deeds and 195.65 sq mtrs as per property card bearing survey No. 1322 and 1333, cadestal survey No. 1175 of Mandvi Division, Sheet No. 158 Zone No. B-2 together with tenement or building standing thereon and assessed by the Assesor and Collector of Municipal Rates and Taxes under B ward No. B-639 and street No. 180-184, Masjid Bundar Road, Now known as Yusuf Meherali Road, Mumbai-400 003 in the registration District and Sub-district of Mumbai city and Mumbai Suburb.

SIGNED AND DELIVERED by

the withinnamed “Vendors”

“M/s. CLASSIC CORPORATION”,

through its Authorised Signatories

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] Authorised Signatory

in the presence of.

1.

2.

SIGNED AND DELIVERED

by the withinnamed “Purchaser/s”

]

]

in the presence of.

1.

2.

RECEIPT

RECEIVED on or before the execution from the within named Purchaser a sum of **Rs.** _____/- **(Rupees _____ Only)** being the amount within mentioned to have been due to us and accordingly paid by him/her/them to us as part payment towards and out of total consideration of **Rs.** _____/- **(Rupees _____ only)** against agreeing to sell the said Premises as described herein

WITNESS:

WE SAY RECEIVED
“M/s. CLASSIC CORPORATION”,

Authorised Signatories