

AGREEMENT

THIS AGREEMENT made at Mumbai on this [•] day of [•] 2017.

BETWEEN

K&M SHELTERS PRIVATE LIMITED, an existing Company under the Companies Act, 1956 having its Registered Office at Darus Salaam 'A'18-A Kane Road, Bandra (West), Mumbai- 400054, hereinafter referred to as **"THE PROMOTER"** (which expression shall, unless contrary to the context or meaning thereof, be deemed to mean and include its successor/s in business and permitted assigns) **OF THE ONE PART;**

AND

[•] adult, Indian Inhabitant, having its office at [•] Mumbai - 4000 [•], hereinafter collectively referred to as **"THE PURCHASER/S"** (which expression shall, unless contrary to the context or meaning thereof, be deemed to mean and include its successors and lawful assigns **OF THE OTHER PART;**

WHEREAS:—

- a. It has been represented to the Promoter by Midsummer Co-operative Housing Society Limited, a Co-operative Housing Society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 under Registration No. BOM/HSG/2517 of 1970 (hereinafter referred to as **"Society"**) that they have acquired title to Final Plot No. 94-B, T.P.S.IV, C.T.S.No. 437B admeasuring about 782 square yards equivalent to 653.83 square meters or thereabouts, situated at Linking Road, Santacruz (West), Mumbai 400054 (hereinafter referred to as **"the said Plot"**) by and under a Deed of Conveyance dated 30th July, 1972 entered into between Manubhai P. Cholia and Prabhavati Purushotamdass Choli of the first part (therein referred to as *'the Vendors'*), Prabhavati Purushotamdass Cholia of the second



part (therein referred to as '*the First Confirming Party*'), D.P. Padma of the third part (therein referred to as '*the Second Confirming Party*') and Midsummer Co-operative Housing Society Limited of the fourth part (therein referred to as '*the Purchaser/s*'), duly registered with the Sub-Registrar of Assurances at Bandra under Serial No. 1743 on 30th July, 1970. The said Plot is more particularly described in the **First Schedule** hereunder written.

- b. The Society has further represented to the Promoter that after purchasing the said Plot, it caused a building to be constructed thereon (hereinafter referred to as "**Existing Building**") and allotted flats and parking spaces to its members. There were in total eleven flats in the said Existing Building (hereinafter referred to as "**the Member's Existing Flats**") and the same were held by 10 members (hereinafter collectively referred to as "**the Members**").
- c. By and under a Development Agreement dated 21st December, 2010 entered into between Mid-Summer Co-operative Housing Society Limited of the first part (therein referred to as "*the Society*") and the Members of the Society of the second part (therein referred to as "*the Members*") and K & M Sheltors Private Limited of the third part (therein referred to as "*the Developers*") duly registered at Sr.No. 13060-2010 before the Sub-Registrar of Assurances, Andheri-3, development rights with respect to the said Plot were entrusted to the Promoter on the terms and conditions set out therein (hereinafter referred to as "**the Development Agreement**").
- d. In pursuance of the Development Agreement, the Promoter had obtained an Intimation of Disapproval (hereinafter referred to as "**I.O.D.**") dated 20th December, 2012. Two of the Members viz. (1) Mrs. Poonam V. Punjabi and (2) Mr. Vinod Prakash Goel and Mrs. Shobha Vinod Goel (hereinafter collectively referred to as "**Dissenting Members**") however failed to hand over possession of their respective flats to the Promoter. The Promoter was therefore constrained to file Suit No. 910 of 2013 against the Dissenting Members and the Society before the Hon'ble Bombay High Court seeking specific performance

of the Development Agreement (hereinafter referred to as "**said Suit**").

- e. The Hon'ble Bombay High Court vide its order dated 9th July, 2014 directed the Dissenting Members to handover possession of the suit flats to the Promoter (hereinafter referred to as "**said Court Order**").
- f. As per the said Court Order, the Promoter was required to obtain further TDR / FSI necessary to complete the whole redevelopment project within a period of 12 months of getting vacant possession of the Existing Building. The Hon'ble Bombay High Court vide its order dated 12th August, 2015 granted extension of further 12 months from 8th August, 2015 for obtaining further TDR/FSI necessary to complete redevelopment project including the sale component. The Promoter has complied with its aforesaid obligation.
- g. In the aforesaid circumstances, the Promoter is fully entitled to develop the said Plot and construct building thereon in accordance with the plans sanctioned by the MCGM. The Promoter has got approved from the concerned local authority the building plans in respect of the new building to be constructed on the said Plot under I.O.D No.CHE/WS/0432H/337(NEW) dated 24th July 2015. The Promoter has already demolished the Existing Building standing on the said Plot. The Promoter has also obtained Commencement Certificate from MCGM dated 5th October 2015 and 08th March 2017.
- h. In accordance with the plans sanctioned by the MCGM, the Promoter is developing the said Plot described in the First Schedule hereto and is constructing thereon building to be known as "**MID SUMMER**" comprising of basement, showroom on the ground and mezzanine floor, podium on the first floor plus 12 higher upper floors above the podium. There will be basement, showroom on the ground floor and mezzanine floor and the podium situated above the mezzanine for parking only exclusively for the Showroom. Above the podium on the upper floors there are 12 residential premises and the Basement, showroom on the ground and mezzanine, podium and the 12 upper floors of residential premises are hereinafter referred to as the said



building. (hereinafter referred to as "**said building**"). The Promoter has already constructed the showroom on the ground and mezzanine floor, podium and all the residential flats on the upper floors. The Promoter has already obtained the Part Occupation Certificate in respect of the Showroom on the Ground and Mezzanine floor from the M.C.G.M bearing CHE/WS/0432H/337(NEW) dated 08th June 2017.

- i. The Promoter has entered into standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects. Architects.
- j. The Promoter has appointed Structural Engineers for the preparation of the structural design and drawings of the buildings and the Development of the said Plot shall be under the professional supervision of the Architects and the structural Engineers till the completion of the said building.
- k. The Promoter, alone has the sole and exclusive right to sell the Showroom and residential premises including the pent house and all other structures (except the 10 (ten) flats and 11 (eleven) car parking spaces to be given to the Members of the Society as provided in the Development Agreement) in the building to be constructed on the said Plot and to enter into agreement/s with the Purchaser/s of premises in the said building and to receive the sale consideration in respect thereof.
- l. The Purchaser/s has demanded from the Promoter and the Promoter has given free and complete inspection to the Purchaser/s of all the documents of title relating to the said Plot in its possession including Court Proceedings referred to hereinabove, the said Development Agreement, the relevant orders, and the approved plans, designs and specifications prepared by the Promoter's Architects and all other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promoters of Construction, Sale, Management and Transfer) Act, 1963 (hereafter referred as "**the said Act**") and the Rules made thereunder. The Purchaser/s is satisfied with the title of

the Society in respect of the said Plot and the validity and subsistence of the development rights conferred by the Society upon the Promoter. The Purchaser/s shall not raise any requisitions on the title of the Promoter.

- m. The Promoter has also annexed hereto the copies of following documents:

SR. NO.	PARTICULARS	ANNEXURES
1.	Certificate of the title of the said Plot issued by Advocates and Solicitors of the Promoter;	A
2.	Property Card in the name of the Society.	B
3.	Commencement Certificate dated 05 th October 2015 and Commencement Certificate dated 08 th March 2017	C, C1
4.	Sketch plan of the Commercial Premises	D
5.	Occupation Certificate in respect of the Showroom.	E

- n. While sanctioning the said plans, in respect of construction on the said Plot, the 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 while developing the said Plot and the said building thereon and upon due observance and performance of which only the completion and full occupation certificate in respect of the said building shall be granted by the concerned authority.



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- o. The Promoter is entering into similar separate agreements with the several other persons and parties for the sale of free sale component of flats and other structures alongwith the exclusive right to use and enjoy the car parking spaces in the said building save and except the 10 flats and the 11 car parking spaces allotted to the Members of the Society.
- p. The Promoter is in the process of registering the project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority..
- q. Under section 13 of the said Act the promoter is required to execute a written agreement for sale of the said Showroom with the Purchaser/s, being in fact these presents and also to register said agreement under the Registration Act, 1908

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

- 1. The Promoter is constructing the said building called "**MID SUMMER**" on the said Plot more particularly described in the First Schedule hereunder written in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser/s to its satisfaction with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority. The Promoter has the right to amend and/or modify the said plans for smooth and better development of the said Plot without any reference to the Purchaser/s provided there is no reduction in area of the Purchaser/s premises as stated below. The Agreement is also considered as NOC given by Purchaser/s for such variations and changes and the Promoter is not required to seek any NOC for such variations.

2. The Purchaser/s agrees to purchase from the Promoter and the Promoter agrees to sell to the Purchaser/s the Showroom premises situated on the entire Ground Floor admeasuring approx. 1925 sqft useable carpet area/sq.ft. F.S.I/ built-up area, mezzanine floor admeasuring approx. 650 sq.ft., useable carpet area/ F.S.I/ built-up area, a terrace on the mezzanine level admeasuring approx. 150 sq. ft. carpet area, a car-deck also adjoining the mezzanine floor admeasuring approx. 275 sq. ft. useable area along with 2 servants toilets each admeasuring 50 sq. ft. approx, collectively admeasuring approx. 3100sqft. along with a podium above the Mezzanine floor admeasuring approx. 2,250 sq.ft., built up area for the exclusive use and enjoyment of the Purchaser/s for the purposes of "Parking" only, on the property being situated on the Plot No. 94-B, T.P.S IV, C.T.S. No. 437 B, situated at Linking Road, Santacruz (West), Mumbai-400054 as more particularly earmarked on the layout of the Plan annexed hereto (the aforesaid Showroom premises along with terrace, car-deck, toilets and the podium is hereinafter referred to as **"the said premises"**) as more particularly described in the **Second Schedule** hereunder with the proportionate undivided share, right, title and interest in the common areas, amenities and facilities of the said building, for the lump-sum consideration of Rs. [●] /-(Rupees [●] only) including the proportionate price of the common areas and facilities appurtenant to the said premises. The Purchaser/s has on or before execution of these presents paid the entire consideration of Rs. [●]/- (Rupees [●] only) to the Promoter the payment whereof the Promoter doth hereby accepts and discharges the Purchaser/s for the same.
3. The Purchaser/s while making payment of the entire consideration of Rs. [●]/-has deducted 1% TDS from the total sale consideration and shall within 15 days from execution hereof submit Form 16B of the Income Tax Act, 1961, and in any case before receiving the possession of the said premises. In addition to the consideration above, the Purchaser/s has also paid applicable taxes (VAT, service tax/goods and service tax, and such other taxes) as may be levied by



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the concerned authorities from time to time to the Promoter.
Purchaser/s

4. In addition to the consideration mentioned in clause 2 above the Purchaser/s shall, before receiving possession of the said premises pay to the Promoter the following amounts,(non- refundable) namely:

Sr. No.	Particulars	Amount in Rupees
(i)	Towards contribution to the sinking fund	
(ii)	Share money and Membership and entrance fee and contribution for society formalities charges	
(iii)	Advance towards maintenance dues/taxes	
(iv)	Legal costs	
(v)	Towards the development charges, premiums, electricity and water meter deposit and incidental expenses for cables, laying cost etc.	
	TOTAL	

Purchaser/s

5. The Promoter agrees to observe, perform and comply with all the terms, conditions, stipulations, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter.

6. The Promoter will give possession of the said premises to the Purchaser/s on or before 08/06/2017 with the grace period of 1 month thereof provided the Purchaser/s has furnished Form 16 B and paid all the amounts as mentioned in clauses (3) and (4) above, and gets the documents stamped and registered with the Registrar of Assurance. The Purchaser/s hereby agrees that if the possession is delayed due to:-

- a) reasons beyond the control of the Promoter as provided under said Act, or
- b) any notice, order, rules, notification of the Government and/or other public or competent authority; or
- c) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or
- d) delay in grant of any NOC/permission/license/connection for installation of any services, such as lifts, electricity and water connections and meters to the project/flat/road or completion certificate from appropriate authority; or
- e) delay or default in payment of dues by the Purchaser/s under these presents
- f) delay due to unforeseen reasons;

in that event, the Promoter shall be entitled to reasonable extension of time for delivery of possession of the said premises.

7. Purchaser/s if within a period of three years from the date of handing over the said premises to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any defect in the said premises or the said building in which the said premises are situated or the material used therein, which defects have not been caused due to any act of the Purchaser/s, then in that event, wherever possible such defects or unauthorized changes shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be



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entitled to receive from the Promoter reasonable compensation for such defect or change.

8. The Purchaser/s along with other Purchaser/s of premises in the said building shall be joined in as the members of the Society subject to the payment of amounts as mentioned in clause (4) above to the Promoter. The Purchaser/s shall make the appropriate application to the said Society for admitting the Purchaser/s as the new member of the said Society. The Purchaser/s of the said premises on being admitted as member will be governed by the bye-laws of the Society and all other rules and regulations as may be framed by the Society from time to time.
9. The Purchaser/s of the said premises shall be entitled to avail loan from any financial institution/bank/organization/employer by mortgaging the said Premises only after the payment of full consideration and all other charges mentioned above subject however to all other terms and conditions of this Agreement. The repayment of the loan, interest and other charges on such loan shall be the sole responsibility of the Purchaser/s alone. The Purchaser/s availing the loan shall first obtain the No Objection Certificate (NOC) of the Promoter in writing.
10. From the date of the said premises being ready for possession, the Purchaser/s shall be liable to bear and pay the proportionate share of all outgoings in respect of the said premises as also of the said Plot and buildings viz. Local taxes, betterment charges or such other levies demanded by the concerned local authority and/or the Government Authority and the maintenance charges in respect of common amenities as may be fixed by the said society. The Purchaser/s shall be liable to pay electricity bill separately. It is understood that the Society shall itself look after the maintenance of the said Plot and said building from the date of Full Occupation Certificate of the said building.

11. The Promoter doth hereby covenant as follows:

- a) The Promoter has clear and marketable title with respect to the said Premises .
- b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- c) There are no encumbrance upon the said Premises
- d) There are no litigations pending before any court of law, with respect to the said Premises except those disclosed in the title report.
- e) All approvals, licenses and permits issued by the competent authorities with respect to the Premises are valid and subsisting and have been obtained by due process of law.
- f) The Promoter 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/s, may prejudicially be affected.
- g) The Promoter has not entered into any agreement for sale or any other Agreement with any person or party with respect to the said Premises, affecting the rights of the Purchaser/s under this Agreement.
- h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Purchaser/s in the manner contemplated in this Agreement.
- i) No notice from the Government or any other local body or Authority or any legislative enactment, government ordinance, order has been received or served upon the Promoter in respect of the said Premises.



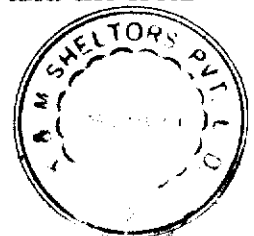
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12. The Purchaser/s doth hereby covenant as follows:

- a) The Purchaser/s shall use the said premises or any part thereof or permit the same to be used for the purpose of running the premise as a showroom or any other lawful purpose. The Purchaser/s is aware of the terms and conditions for user of the said premises as contained in clause 21.2 of the Development Agreement. The Purchaser/s shall not carry on or use the said premises or permit its successors to carry on or use the said premises for running the business of restaurant or a pub, bar, disco, nursing home, hospital, beauty parlor, school, coaching classes or for religious purposes.
- b) To maintain the said premises at Purchaser/s cost in good and tenantable repair and condition from the date of possession of the said premises being taken by him or from the date of expiry of a period of 7 (seven) days from the date of the Promoter offering possession of the said premises to the Purchaser/s, whichever is earlier and shall not do or allow or suffer to be done anything in and or to the staircase or any passage or compound wall of the building or any part of the said building in which the said premises are situated which may be against the rules, regulations, or bye-laws of the concerned local or any other authority or change, alter or make addition in and or to the buildings in which the said premises are situated.
- c) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises are situated or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passage or lift or any other structure of the

said building in which the said premises are situate including entrances of the said building and in case of any damage caused to the said building on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable to pay or make good the damage incurred or caused due to the default of the Purchaser/s whatsoever.

- d) To carry out at its own cost, all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which they were delivered by the Promoter to the Purchaser/s and in tenantable repair and shall not do or allow or suffer to be done anything in the said premises or to the said building in which the said premises are situate, or carry out the repairs and changes in the said premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority which may endanger the premises above or below the said premises. In the event of the Purchaser/s committing any act in contravention of the above provisions the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or public authority.
- e) Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the premises or any part thereof nor any alteration in the elevation, and outside colour scheme of building in which the said premises are situated and shall keep the premises, sewers, drains, pipes in the said premises and appurtenances thereto in good and tenantable repair and conditions so as to support, shelter and protect other parts of the building in which the premises are situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC pardis or other structural members in the said Premises without prior written permission of the Promoter and the local



authority as the case may be.

- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said Plot and the said building in which the said premises are situate.
- g) 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 Authorities on account of change of user of the said premises by the Purchaser/s or otherwise.
- h) The Purchaser/s shall not let, sublet, transfer, assign or part with Purchaser/s interest under this Agreement or of the said premises or part with possession of the said premises or any part thereof until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and only if the Purchaser/s has not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has obtained specific permission in writing of the Promoter for the purpose. Such transfer shall be only in favour of the Transferee as may be approved by the Promoter and not otherwise.
- i) The Purchaser/s hereby undertakes that Purchaser/s will not carry on any illegal business/profession in the said premises agreed to be purchased and further agrees and undertakes that the Purchaser/s through itself or its nominee or successor shall not carry on any such business/profession which may be illegal/anti-social/anti-national etc., which may tarnish the reputation of the Promoter and cause nuisance to neighboring flat holders and / or shop owners. It is understood that in the event of the Purchaser/s carrying on any such illegal business/es in the said premises whether directly or indirectly through his/her/their agent or tenant, the Promoter shall be entitled to cancel this Agreement in the

interest of public, peace and tranquility and have the Purchaser/s evicted from the said premises.

- j) The Purchaser/s shall be entitled to hold the said Premises in its name, and enjoy the rights and privileges in respect thereof along with other common amenities, privileges, easements and benefits etc, in respect of the said Premises. .
- k) Purchaser/Purchaser/s shall allow the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof for the purpose of making, maintaining, repairing, improving, replacing, re-building, cleaning, lighting and keeping in order and good condition the said infrastructural facilities as also services, drains, pipes, cables, water connections, telephone and electric connections, wires, part structures and other conveniences belonging to or serving the said premises or the building in which the said premises are located and for the purpose of laying down, maintaining, repairing and testing drainage lines, water pipes and electric wires and for similar purposes.
- l) The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the said building or cause any increased premium to be payable in respect thereof or which is likely to cause nuisance or annoyance to users and occupiers of the other premises in the said building. However it is clarified that this does not cast any obligation upon the Promoter to insure the said building or said premises agreed to be transferred to the Purchaser/s.
- m) Not to use the refuge area provided in the said building for any purpose whatsoever as the same is exclusively provided for a refuge in case of fire in the said building.
- n) The Purchaser/s shall not to do any act or deed which shall be in violation of the terms and conditions attached to the



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various sanctions/approvals/NOCs etc. set out in the recitals hereinabove.

o) The Purchaser/s to place hoarding, name board at the said premises of such size and in such position or situation as it may from time to time consider or think fit subject to the statutory rules and regulations prevailing.

p) The Purchaser/s shall be entitled to make the interior decoration, in the said premises as may be required for running the Showroom to carry out its business at its own cost, after notifying the Promoter and seeking its confirmation. The Purchaser/s shall not carry out any structural changes of any nature whatsoever to the said premises.

13. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said Plot and building or any part of thereof. The Purchaser/s shall have no claim save and except in respect of the said premises. The unsold flats/pent house, car parking spaces and all such other structures (save and except 11 flats and 11 car parking spaces for the Members) forming part of the free sale component shall be the exclusive property of the Promoter until they are sold by the Promoter.

14. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of the Agreement or any forbearance or giving of time to the Purchaser/s by the Promoter shall not be construed as a waiver or acquiescence on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s and shall not in any manner prejudice the rights of the Promoter.

15. The Purchaser/s and/or the Promoter shall present this Agreement at proper registration office for registration within 4 months from the date of executing this Agreement as prescribed by the Registration Act and the parties hereto shall attend such office and admit execution thereof.

16. 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 the pre-paid post under certificate at its addresses specified against its names above or by emails.
17. All out of pocket costs, charges and expenses including the stamp duty, registration charges of and incidental to this Agreement and service tax/goods and service tax shall be borne and paid by the Purchaser/s alone. If due to any changes in Government Policy and by virtue of the same if any additional stamp duty, registration charges and/or any other taxes/rates are levied the same shall be also borne and paid by the Purchaser/s alone.
18. The Purchaser/s hereby declares that it has gone through the Agreement and all the documents related to the said Plot and the said premises as recited above. The Purchaser/s has expressly understood the contents, terms and conditions of the same and the Purchaser/s after being fully satisfied has entered into this Agreement. The Purchaser/s shall make its successor aware of the terms and conditions of this Agreement and also the user of the said premises to ensure that the restrictions as contained in this agreement are adhered to by its successor.
19. After the possession of the said premises is handed over to the Purchaser/s if any additions or alterations in or about or relating to the said building are required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the Purchaser/s of various premises in the said building at its own costs and the Promoter shall not be in any manner liable or responsible for the same.
20. The Promoter shall not be liable to pay any maintenance or common expenses in respect of the unsold premises. The Promoter shall become member of the Mid-Summer Co-operative Housing Society and shall bear and pay only the proportionate share of the municipal taxes and dues of MCGM for the said unsold premises from the date of Full Occupancy Certificate.



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21. The Promoter shall be entitled to alter the terms and conditions of the Agreement relating to the unsold premises in the said building of which the said premises form part and the Purchaser/s shall have no right to object to the same.
22. The Promoter has informed and the Purchaser/s is also aware that the Promoter shall have all the rights to create license in respect of the said premises till the Purchaser/s has paid the full consideration and all other charges as mentioned in this Agreement. The Purchaser/s is also aware that the Promoter has already agreed to create license in respect of the said premises. The Purchaser/s shall take the possession of the said premises subject to the existing license in favour of the licensee. The Purchaser/s agrees and undertakes to accept the terms and conditions of the license agreement that may be executed by the Promoter in favour of the licensee and shall be bound by the obligations of the Promoter therein. The Promoter shall on handing over the possession of the said premises subject to such license shall be discharged from all the obligations as contained under the leave and license agreement or the letter of intent as the case may be.
23. This Agreement and the rights and duties of the Parties arising out of this Agreement shall be governed by and construed in accordance with the laws of India and the Courts of Mumbai shall have exclusive jurisdiction for all disputes arising under this Agreement.

FIRST SCHEDULE ABOVE REFERRED TO

(The said Plot)

ALL THAT piece of land bearing Final Plot No. 94-B, T.P.S. IV, C.T.S. No. 437B, admeasuring about 782 square yards equivalent to 653.83 square metres or thereabouts, situated at Linking Road, Santacruz (West), Mumbai 400 054, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, and bounded as follows:-

On or towards the North : by Plot No. _____, C.T.S. No.438,
On or towards the South: by Plot No.94A, C.T.S. No. _____;
On or towards the East : by Linking Road;
On or towards the West : by Plot No. _____, C.T.S. No. 436

SECOND SCHEDULE ABOVE REFERRED TO:

(The said premises)

Showroom Premise situated in the building called "MID SUMMER" comprising of a Showroom premise situated on the entire Ground Floor admeasuring approx. 1925 sq.ft. useable carpet area/ sq.ft. F.S.I/ built-up area, mezzanine floor admeasuring approx. 650 sq.ft., useable carpet area/ F.S.I/ built-up area, a terrace on the mezzanine level admeasuring approx.. 150 sqft carpet area , a car-deck also adjoin the mezzanine floor admeasuring approx. 275 sqft useable area along with 2 servants toilets each admeasuring 50 sqft approx, collectively admeasuring approx. 3100 sqft along with a podium above the Mezzanine floor admeasuring approx. 2,250 sq.ft., built up area for the exclusive use and enjoyment of the Purchaser/son the property being situated on Plot No.. 94-B, T.P.S IV, C.T.S.No. 437 B, situated at Linking Road, Santacruz (west), Mumbai-400054, bounded as under

On or towards the North : by Plot No. _____, C.T.S. No.438,
On or towards the South: by Plot No.94A, C.T.S. No. _____;
On or towards the East : by Linking Road;
On or towards the West : by Plot No. _____, C.T.S. No. 436
Situate within the Sub -Registration District of....



STRICTLY WITHOUT PREJUDICE AND ON CONDITION THAT THIS DRAFT OR THE CONTENTS THEREOF SHALL NOT BE OFFERED AS EVIDENCE IN ANY PROCEEDINGS WHATSOEVER AND NO CLAIM CAN BE BASED THEREON UNLESS A COPY PURSUANT HERETO IS DULY SIGNED BY ALL THE PARTIES

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE HANDS AND THE SEAL ON THE DAY AND YEAR FIRST HEREIN ABOVE MENTIONED.

SIGNED, SEALED AND DELIVERED)
By the within named PROMOTER)
K&M SHELTERS PRIVATE LTD.)
by the hands of its Director/ Authorized)
Signatory MR. KHALID OMAR WAKANI)
in the presence of:—)

SIGNED AND DELIVERED, by the)
Within named the PURCHASER/S)
in the presence of :)

RECEIPT

RECEIVED from the within named Purchaser/s a sum of Rs. [●]/- (Rupees [●] only) as a part payment of the said Showroom, vide a demand draft dated [●] bearing no. [●].

We say received,

For K & M SHELTERS PRIVATE LTD.

STRICTLY WITHOUT PREJUDICE AND ON CONDITION THAT THIS DRAFT OR THE CONTENTS THEREOF
SHALL NOT BE OFFERED AS EVIDENCE IN ANY PROCEEDINGS WHATSOEVER AND NO CLAIM CAN BE BASED
THEREON UNLESS A COPY PURSUANT HERETO IS DULY SIGNED BY ALL THE PARTIES

Dated this [●] day of [●], 2016

AGREEMENT

BETWEEN

K&M SHELTERS PRIVATE LTD.
PROMOTER

AND

[●] PURCHASER/S



STRICTLY WITHOUT PREJUDICE AND ON CONDITION THAT THIS DRAFT OR THE CONTENTS THEREOF
SHALL NOT BE OFFERED AS EVIDENCE IN ANY PROCEEDINGS WHATEVER AND NO CLAIM CAN BE BASED
THEREON UNLESS A COPY PURSUANT HERETO IS DULY SIGNED BY ALL THE PARTIES



**M/s. ManilalKher Ambalal
& Co.,
Advocates, Solicitors &
Notary
MKA Chambers,**

British Hotel Lane,

Off Mumbai Samachar Marg,

Fort, Mumbai - 400 001

Tel: 66311125

Email: mka@mkaco.com.