

THIS ARTICLES OF AGREEMENT is made and entered into at Mumbai on this____day of_____20 BETWEEN **M/s. Suvidha Developers** a Proprietorship firm having its office at 2, Ganesh Bhavan, Daftary Road, Malad (east), Mumbai - 400 097 herein after referred to as "**THE DEVELOPER / PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their his heirs, executors, representatives, administrators and assigns) of the **ONE PART AND SHRI/SMT/M/s.** _____ of Mumbai Indian Inhabitant residing at _____

hereinafter referred as "**THE PURCHASER/S**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of the "**OTHER PART**"

AND WHEREAS pursuant to the writing dated 10th August 2005 executed by the Government of Maharashtra, the office bearers of **PRATIMA** Co-operative Housing Society Limited (Registration No. BOM/HSG/241 of 1962) hereinafter referred to as "THE SAID SOCIETY" the society is absolutely seized, possessed of and/or otherwise well and sufficiently entitled to a plot of land bearing C.T.S.No. 53/3 of Village Vile parle, Taluka Andheri admeasuring about 1214 square meters at koldongari, Sahar Road, Andheri (East), Mumbai- 400 058 along with the building named "**PRATIMA**" situated therein hereinafter setout in the Schedule hereto annexed as "SCHEDULE 1" and referred to as "THE SAID PROPERTY";

AND WHEREAS the said building was constructed in the year 1972 comprising of 20 Residential Flats allotted to its 20 members who were in use and occupation of the said Residential Flats as the members thereof;

AND WHEREAS the said building had deteriorated with the lapse of time and it required heavy repairs at huge costs and the members being not in a position to bear and pay the said expenses, the said members individually and the said society as corporate body have granted development rights to M/s. Suvidha Developers herein and an Agreement dated 28th December 2005 is executed between the society and the said Suvidha Developers hereby recording the mutually agreed terms and conditions;

AND WHEREAS the said Agreement for Development is legal, valid, subsisting and binding upon the parties thereto and in pursuance of the said Agreement the said society had executed a Power of Attorney in favour of Shri Subhash Chawda of M/s. Suvidha Developers, the Developers on _____ and have put the said M/s. Suvidha Developers herein in possession and have granted license to the said M/s. Suvidha Developers to enter upon the said property and to carry out the development therein by demolishing the existing building and that the amount as agreed in the said Agreement is duly paid by the said

M/s. Suvidha Developers herein and/or received by the said society for and on behalf of their members and the said M/s. Suvidha Developers have complied with their obligations as provided for in the said Agreement and in pursuance of the said Agreement the said M/s. Suvidha Developers are fully and absolutely entitled to develop the said property by utilizing the full F.S.I., T.D.R. upon the said plot of land and all the benefits therein and the society has executed an irrevocable Power of Attorney in favour of the said Subhash Chawda of M/s. Suvidha Developers herein and the said Power of Attorney is legal, valid and subsisting and it is neither revoked and /or cancelled by the said society;

AND WHEREAS in pursuance of the said documents having been executed by the said plot of land as set out in the Schedule hereto annexed and hereinafter referred as "THE SAID PROPERTY";

AND WHEREAS the said M/s. Suvidha Developers are within their own rights to construct the new building by demolishing the old existing dilapidated building and by developing the said plot at their own costs and to allot 20 flats to the society free of charge and sell the balance flats to the intending purchasers, on ownership basis upon such terms and conditions as they may deem it fit and proper;

AND WHEREAS the said M/s. Suvidha Developers have represented to the Purchasers herein that there are no reservations and/or restrictions upon them in respect of the said plot of land or the construction to be carried out in any manner whatsoever and the said M/s. Suvidha Developers are entitled to fully develop the said plot of land as may be permitted by the authorities by utilising FSI and TDR and development without seeking any permission or consent from the said society and the said Development Agreement is also legal, valid and subsisting and binding upon the said society, its members as well as the said M/s. Suvidha Developers therein;

AND WHEREAS the said M/s. Suvidha Developers declare that they have not created any encumbrances upon the said plot and the same is free from all claims, encumbrances, charges and they have not accepted any amount in respect of the said plot or any part thereof from any third party in any manner nor they have accepted any amount by way of deposit, earnest money, part payment or otherwise from any third party at any time nor they have agree to allot any flats/premises to any third parties;

AND WHEREAS by an under the Development Agreement dated 28th December 2005 executed between the said M/s. Suvidha Developers and the Society herein demolishing the Promoters have been granted certain rights to develop the said property after demolishing the old Building upon the terms and conditions recorded therein and n pursuance of the said Development Agreement the Developers/Promoter said fully and absolutely entitled to develop the aid property;

AND WHEREAS the Developer/Promoter herein is seized possessed of and/or otherwise well and sufficiently entitled to all those piece or parcel of land here ditaments and premises together with the structure standing upon he said plot as per the Deed Development Agreement dated 28th December 2005 executed by the said Pratima Co-operative Housing Society in favour of the Developers/Promoter herein in respect of the said property and more particularly described in the First Schedule hereunder written;

AND WHEREAS the Developer/Promoter have demolished the said old building "**PRATIMA**" and is constructing upon the said plot of land a Building named as "**PRATIMA**" as per the plans sanctioned by the SRA on 12th June 2006 under File No. SRA/ DDP/305/KE/PL/AP by the Executive Engineer of the SRA and a Commencement Certificate is granted on 19th Sept. 2006 and the plans have been approved on 12th June 2006 and the Occupation Certificate will be granted by the SRA upon completion of the building;

AND WHEREAS the Developer/Promoter have Proposed Composite Building 1950 sq. mts. of F.S.I. which will be duly utilised upon the plot of land by construction of additional area therein upon the plans sanctioned by the SRA and upon the completion of the new building by the Developer/Promoter and as Pratima Co-operative Housing Society Ltd., is already formed as such and the new Flat Purchasers of **"PRATIMA"** will also be admitted as the members of the said society upon payment of the admission fees and share money;

AND WHEREAS the said property more particularly described in the First Schedule hereunder written is leasehold/ freehold and unencumbered;

AND WHEREAS the developer/promoter state that the provisions of the Urban Land Ceiling and Regulation Act 1976 is applicable to the said plot of land and the permission is obtained from the Competent Authority established under the Urban Land Ceiling and Regulation Act 1976 under No. C/ULC/D.III/8226 dated 12th April 2006.

AND WHEREAS accordingly the developer/promoter are entitled to develop the said property more particularly described in the First Schedule hereunder written;

AND WHEREAS the developer/promoter are developing the said property and are constructing building named as **"PRATIMA"**

AND WHEREAS the developer/promoter are entitled to sale or allot flat/car parking space, garages are in building constructed upon the said property and named as **"PRATIMA"** as per the sanctioned plans and IOD issued by the SRA under No SRA/DDTP/305/KE/PL/AP dated 12h June 2006 as per the Commencement Certificate issued by SRA on 19th September 2006 the copies of which are annexed hereto and marked with letter "A" collectively;

AND WHEREAS the developer/promoter will allot the premises on what is known as "Ownership Basis" and will issue the letter to Pratima Co-operative Housing Society Ltd., formed of the Purchasers of the Flat premises at **"PRATIMA"**;

AND WHEREAS the interest of the Flat Purchasers of **"PRATIMA"** will be common the Flat Purchasers shall bear and pay the taxes in respect of the plot of land, the Municipal Taxes of the building and premises as per the Municipal Assessment that may be levied upon the said new building and also the maintenance and other charges to the said Pratima Co-operative Housing Society Ltd.;

AND WHEREAS the title of the said Promoters is certified by _____ Advocate as per the certificate of title issued by him and a copy whereof is annexed hereto and marked with letter "B"

AND WHEREAS the said property stands in the City Survey Record in the name of Pratima Co-operative Housing Society Ltd., and a copy of the City Survey Records are annexed hereto marked with letter "C" collectively;

AND WHEREAS the said existing Building **"PRATIMA"** is already demolished and presently the Municipal Assessment Bill stands in the name of Pratima Co-operative Housing Society Ltd., and New Assessment Bills will also be issued in the name of Pratima Co-operative Housing Society Ltd.;

AND WHEREAS the developer/purchaser have entered into a standard Agreement with Shri Subhash Chawda of M/s. C.Subhash & Associates Architects and such Agreement is as per the Agreement prescribed by the Council of Architects and the developer/purchaser have appointed Mr. Dilip Parekh as structural Engineers for preparation of the structural designs and drawing of the building and

have accepted the professional supervision of the Architect and the Structural Engineers till the construction of the building constructed upon the said plot of land;

AND WHEREAS the Purchasers have demanded from the developer/promoter and the developer/promoter have given inspection to the Purchasers of all the documents of the title relating to the said property and all other documents as are specified under the Maharashtra Ownership Flats (hereinafter referred to as "The Said Act") and the rules made there under;

AND WHEREAS the Building "**PRATIMA**" will be consisting of Ground and 7 upper floors and garages/car Parking Spaces;

AND WHEREAS the developer/promoter have agreed to sell and the Purchasers have agreed to purchaser flat/Car Parking Space are being Flat No._____ on _____ Floor of area _____ of the building known as "**PRATIMA**" upon the terms and conditions hereinafter appearing and a Car Parking/ Stilt/ Open no_____.

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

1) The developer/promoters are developing the said property situate lying and being at Village Vile Parle-East in Registration District of Mumbai Suburban more particularly described in the First Schedule hereunder written (hereinafter referred to as "the said property") and as the developer/promoters are fully entitled to do so within their own rights.

2) The developer/promoter are constructing proposed building named as "**PRATIMA**" upon plot bearing City Survey No. 53/3 and admeasuring about 1214 square meters at Sahar Road, Koldongari, Andheri-East, Mumbai- 400 069 under sanctioned plan, IOD, bearing No.SRA/DDTP/305/KE/PL/AP dated 12th June 2006 issued by the Executive Engineer, Slum Rehabilitation Authority KE

Ward and Work Commencement Certificate dated 19th September 2006. The copies which are annexed hereto and marked as **ANNEXTURE "A (COLLY)"**. The Purchasers confirm that he/she/they have inspected the original plans, IOD and Commencement Certificate prior hereto and the Purchasers further confirms that the copies annexed hereto are the true copies of the said plans IOD and said work Commencement Certificate.

3) The developer/promoters have agreed to sell and the Purchasers has/have/agreed to purchaser the flat/premises No._____ on the _____ Floor of area_____ of the building known as "**PRATIMA**" along with/without open/enclosed stilt car Parking Space No._____ in the said property admeasuring about_____ square feet carpet area (which is inclusive of the area of balconies) for the total consideration price of Rs._____ (Rupees_____only) shall be paid by the Purchasers to the Developers/Promoters in the following manner :-

- | | |
|----------------|---|
| A) Rs._____-/- | As earnest or deposit on the execution or these presents (the payment and receipt whereof the Developer/Promoter do hereby admit and acknowledge and acquit release and discharge the Purchasers from the payment and receipt thereof and every part thereof) |
| B) Rs._____-/- | On casting plinth work of the proposed building. |
| C) Rs._____-/- | On casting of 1 st slab of the proposed building. |
| D) Rs._____-/- | On casting of 2 nd Slab of the proposed building. |
| E) Rs._____-/- | On casting of 3 rd Slab of the proposed building. |

- | | | |
|----|-------------|---|
| F) | Rs. _____/- | On casting of 4th Slab of the proposed building. |
| G) | Rs. _____/- | On casting of 5th Slab of the proposed building. |
| H) | Rs. _____/- | On casting of 6th Slab of the proposed building. |
| I) | Rs. _____/- | On casting of 7th Slab of the proposed building. |
| J) | Rs. _____/- | On casting of 8th Slab of the proposed building. |
| K) | Rs. _____/- | On Brick masonry work of the proposed building. |
| L) | Rs. _____/- | On erection of doors and windows of the proposed building being commenced. |
| M) | Rs. _____/- | On plaster of the proposed building to be constructed upon the said plot of land. |
| N) | Rs. _____/- | Balance amount on possession of the said premises. |

4) It is agreed that the pending execution of conveyance or lease or Assignment in favour of Registered Co-operative Society, Limited Company or Condominium of Apartments and upon execution of such conveyance or Lease and/or Deed of Assignment such personal License to enter upon and enjoy the said premises in favour of the Purchasers/s shall automatically. shall become absolute possession of the Purchaser/s. The Purchaser/s shall pay the amounts as aforesaid on the due dates without fail and without any delay or default as time in respect of the said payments is the essence of the contract. The developer/promoters will forward to the Purchaser/s intimation of the developer/promoters having carried out the aforesaid work at the address given by the Purchasers

under this Agreement and the Purchasers will be bound to pay the amount of installments within eight days of developer/promoters dispatching such intimation under Certificate of posting/courier at the address of the Purchaser/s as given in these presents. The developer/promoter will keep certificate of their Architects certifying that the developer/promoters have carried out given items of work and such certificate will be open for inspection by the Purchaser/s at the office of the developer/promoter and such Certificates shall be valid and binding upon the Purchaser/s and the Purchaser/s agree/s not to dispute the same.

5. It is expressly agreed that the Purchaser/s shall be entitled to the common area and facilities along with the said premises and the extent, nature and description of such common areas and facilities and percentage of such common areas and percentages of undivided interest which the Purchaser/s will enjoy in the common areas and facilities appurtenant to the said premises agreed to be sold is hereunder written.

6. It is expressly agreed that the Purchaser/s shall be entitled to the limited common areas and facilities along with the said premises and the extent, nature and description of such limited common areas and facilities and the percentage of undivided interest which the Purchaser/s will enjoy in the Limited Common area and facilities appurtenant to the said premises agreed to be sold is hereunder written.

7. It is expressly agreed that the said premises shall contain specifications, fixture, fittings and amenities as set out in the Annexure "D" hereunder written and the Purchaser/s confirms that the developer/promoters shall not be liable to provide any other specifications, fixtures, fittings, and amenities in the said premises.

8. If the Purchasers/s commit default in payment of any of the installments mentioned in Clause 3 (a) aforesaid on their respective due dates (the time being the essence

of the contract) and if the default continues inspite of 15 days notice in wiring to be sent by the Promoters to the Purchaser/s the Promoter shall be at liberty to terminate this Agreement in which event the said deposit paid by the Purchasers/s to the developer/promoter shall stand forfeited. The Promoters shall however on such termination, refund to the Purchaser/s the installments of pat payment, if any, which may have till then been paid by the Purchaser/s to the Promoters but without any further amount by way of interest or otherwise. On the developer/promoters terminating this Agreement under this clause, they shall be at liberty to sell and dispose of the said premises to any other person as the developer/promoters may deem fit at such price as the developer/promoters may determine and the Purchaser shall not be entitled to question such sale or to claim any amount from the developer/promoter.

9. Without prejudice to the developer/promoter's other rights under this Agreement and/or in law the Purchaser/s shall be liable, at the option of the developer/promoter to pay (and hereby agrees to pay) to the Promoters interest at the rate of 18% per annum on all amounts that may be due and payable by the Purchaser/s under this Agreement, if any such amount remains unpaid for seven days or more after becoming due.

10. Possession of the said premises shall be delivered by the developer/promoters to the Purchaser/s after the said premises are ready for use and occupation PROVIDED all the amount due and payable by the Purchaser/s under this Agreement are paid to the developer/promoter. The Purchaser/s shall take possession of the said premises within seven days of the developer/promoter giving written notice to the Purchaser intimating that the said premises are ready for use and occupation.

11. (a) Possession of the said premises shall be delivered by the developer/promoters to the Purchaser/s by the end of _____ and the necessary papers shall be executed in favour of the Co-operative Housing Society in due course.

(b) the developer/promoters shall not incur any liability if they are unable to deliver possession of the said premises by the aforesaid date, if the completion of the project is delayed, by reasons of non-availability of steel and/or cement or other building material or water supply or electric power or by reason of war, Civil commotion or any act of God or if non delivery of possession is as a result of any notice, order, rule or notification of the Government and/or other public or Competent Authority or Court or for any other reason beyond the control of the Promoters and in any of the aforesaid events the Promoter shall be entitled to reasonable extension of time for delivery of possession of the said premises.

12. If for any reason the developer/promoter are unable or fail to give possession of the said premises to the Purchaser/s within the date specified in clause II (a) above, or within any further date or dated as may be mutually agreed to by and between the parties hereto then in such case, the Purchaser/s shall be entitled to give notice to the developer/promoters terminating the Agreement, in which event the developer/promoters shall within two weeks from the receipt of such notice refund to the Purchaser/s the aforesaid amount of deposit and the further amount if any that may have been received by the developer/promoters from the Purchasers as installments in part payment in respect of the said premises as well as simple interest on such amounts at the rate of 9% per annum from the date of receipt till repayment. The developer/promoters shall also pay to the Purchaser sum of Rs. 500/- (Rupees Five Hundred Only) as liquidated damages in respect of such termination. Neither party shall have any other claim against the other in respect of the said premises or arising out of this Agreement and the developer/promoters shall be at liberty to sell and dispose of the said premises to any other person at such price and upon such terms and conditions as the developer/promoters may deem fit. If as a result of any legislative Order or regulation or direction of the Government or public authorities, the

developer/promoters are unable to complete the aforesaid building and/or give possession of the said premises to the Purchaser, the only responsibility and liability of the developer/promoters will be to pay over to the Purchasers and the several other/persons who have purchased or who may purchase hereafter the flats, and other portions in the said building the total amount attributable to the said flats that may be received by the developer/promoters at the time and in the manner as may be received by the developer/promoters pursuant to such legislation and save right or claim against the other under or relation to this Agreement or otherwise howsoever.

13. Upon possession of the said promises being delivered to the Purchaser/s he/she/they shall be entitled to the use and occupy the said premises. Upon the Purchaser/s taking possession of the said premises he/she/they shall have no claim against the developer/promoters in respect of any items of work in the said premises, which may be alleged not to have been carried out or completed. The only liability of the developer/promoters shall be the statutory liability under Section 7 (2) of the said Act.

14. Commencing a week after notice is given by the developer/promoters to the Purchaser/s that the said premises are ready for use and occupation, the Purchaser/s shall be liable to bear and pay all taxes and charges for electricity and other services and the outgoings payable in respect of the said premises mentioned in clause (14) hereof, whether or not the Co-operative Housing Society is formed or not.

15. The Purchaser/s agrees and binds himself/herself to pay regularly every month, by the 5th of each month to the Promoter until the formation of the Co-operative Housing Society, the proportionate share that may be decided by the Promoters or the Co-operative Society as the case may be, for (a) Insurance Premium (b) all Municipal and other taxes that may from time to time be

levied against the said land and/or building including water taxes and water charges (c) outgoings for the Maintenance and management of the estate and the amenities, incurred in connection with the said property as described in **Annexure "E"**.

16. (a) The Purchaser/s shall at the time of entering upon the said premises as Licensee pay to developer/promoters the following amounts.

1)

Rs. 10/- towards membership fees;

2)

Rs. 250/- towards share money of shares;

3)

Rs. _____/- towards deposits of electric/water meters;

4)

Rs. _____/- towards legal costs for formation of Society;

5)

Rs. _____/- towards outgoings, municipal taxes electric bills, maintenance charges and other society expenses;

6)

Rs. _____/-towards Development Tax;

7)

Rs. _____/- towards bore well connection charges;

8)

Rs. _____/- towards Gas connection charges;

TOTAL Rs. _____/-

These aforesaid amounts are to be paid by the Purchaser/s before possession/license to enter upon the said premise is given No interest will be payable thereon. The developer/promoters shall utilize the sum of Rs._____/ - paid by the Purchaser/s to the developer/promoters for meeting all legal cost, charges and expenses, including professional cost of the Advocate of the developer/Promoter in connection with formation of the said Co-Operative Society or Limited Company or Condominium of Apartment as the case may be, preparing its rules, regulation and bye-laws and the cost of preparing the conveyance or assignment of case. The Stamp Duty, Registration Charges and other Miscellaneous Expenses in respect of this Agreement and the deed of Conveyance shall be paid extra by the flat purchaser/s.

17. The purchaser shall not use the said premises for any purpose other than as a private residence and the said Car-Parking space/garage, for parking a motor Vehicle and the shop , if constructed, for any Commercial purpose permissible by law;

18 The purchaser/s shall maintain the front elevation and rear elevation of the said premises, in the same from as the Developer/Promoters construct and shall not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from the Promoters. If any alteration are made without the Developer/Promoters permission then the purchaser/s will be liable for any damage caused to the structures and will be required to undo the alteration at his/her own cost.

It is expressly agreed that the said premises shall contain specification, Fixtures, fittings and amenities as set out in the annexure "D" hereunder written and the purchaser/s confirms that the

Developer/Promoters shall not be liable to provide any other specification, fixtures, fittings and amenities in the said premises. It is further agreed that the purchaser/s shall not be entitled to install External Grills or Box Grills without the written consent of the promoters. In the event the purchasers desire to get installed the External grills or Box Grills then it shall be got installed by the purchaser through the promoter only, who shall be entitled for receiving the extra amenities cost at the prevailing market cost as per design approved by the developer/Promoters only. The Purchaser shall not be entitled to get the work done through any other agency.

19 The Purchaser/s shall from the date of possession maintain the said premises, all partition walls, sewers, drains, pipes and appurtenance at his/her cost in a good tenable condition and shall not do or suffer to be done anything in or to the said premises and/or common passages, or the compound which may be against the rules or bye laws of the Mumbai Municipal Corporation and shall also comply with the orders passed by the Government of Maharashtra and other Authorities under the provisions of the Urban Land Ceiling act and other Provisions of Law.

20. Provided it does not in anyway affect or prejudice the right of the purchaser in respect of the said premises, Developer/Promoters shall be liberty to sell, assigns, transfer or otherwise deal with right, title and interest or otherwise in the said land and/or its part or portion thereof or in the building to the constructed thereon and also the flats/shops/garages/parking space and other units areas entirely at their own discretion and upon such terms and condition that the Developer/promoters shall deem fit and proper and the purchaser/s will not be entitled to object to the said sale by the developer/Promoters and he/she/they hereby expressly give their consent and no-

objection. It further made clear that the Developer/Promoters have reserved their rights to enclose the garage and/or stills portion or any portion of the plot of land for allotment to anyone at their own discretion. The purchaser give his/her/their express consent no objection for the said allotment/user by anyone.

21. The purchaser/s shall have no claim whatsoever expect in respect of the particular flat/car parking space/garage hereby agreed to be acquired. All other open spaces, unalloted flats, shops and other spaces, etc. will remain the property of the Developer/Promoters until the whole property viz. land and building are transferred to the Co-operative society of "**PRATIMA**" but even the subject to the rights of the Developer /Promoters under this agreement or the agreement entired with any other premises/area purchaser/s.

22. The purchasers hereby grant his/her irrevocable power and consent to the promoters and agrees:

(a) That ill the Conveyance or any other document vesting the property in favour of the Co-operative Society of the Purchaser/s is executed, the Developer/Promoters alone shall be entitled to all F.S.I. whether available at present or in future including the balance F.S.I. the additional F.S.I available D.C. Regulation from time to time and/or by special connection, modification of present rules and regulations granting F.S.I. available in lieu of the road widening, set back, reservation or otherwise;

(b) That under no circumstance the purchaser/s will be entitled to any F.S.I or shall have an/right to consume the same in any manner whatsoever;

(c) To the Developer/Promoters developing the said plot of land fully by constructing additional built up floors/structures thereon so as to avail of the full F.S.I permissible at present or in future including staircase, lift passage, temporary access, or by way of purchase of T.D.R. (Floor Space Index) on the said plot and including putting up any additional construction, as mentioned above and Developer/Promoters selling the same and appropriating to itself the entire sale proceeds thereon without the purchaser or other acquires of the tenement/flats in such building and/or their common organization having any claim thereto or to any part thereof. The F.S.I. and further and/or additional construction shall always be the property of the Developer/Promoter who shall be at liberty to use, deal with, dispose of, sell, transfer etc. the same in the manner the promoters choose. The purchaser/s agree not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance and hereby gives his/her irrevocable consent or non-objection. The conveyance of the portion of the said land with building etc. and transfer of rights of the Developer/Promoters as thereafter mentioned shall be subject interalia to the aforesaid reservation. The Developer/Promoters shall be entitled to consume the said F.S.I by raising floors Cr floors or any structures and/or putting structures and/or by way of extension of any structures;

(d) To the Developer/Promoters selling any part or portion of the said building including the open terrace, stilts or any portion thereof any open area of appurtenant land for exclusive use as a garden, display of advertisement, hoardings, parking or as may be convenient; The Developer/Promoters are fully and absolutely entitled to sell and dispose of the stilt area garages for Commercial purpose and the purchasers give his\her\their irrevocable consent and Non-Objection and will not raise any objection in future;

(e) Not to raise any objection or interfere with the Developer/Promoters rights reserved hereunder;

(f) To execute, at once if any further or other writing, document etc. is required or necessary for the purpose and intent of this agreement;

(g) To do all other acts, deeds, things and matter, which the Developer/promoters in their absolute discretion deem, fit for putting into complete effect the provision of this Agreement;

The aforesaid consent and Agreement shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said flat/premises is handed over to the Purchasers and/or possession of the said property is handed over to the Society of the Purchaser/s of Flats;

23 The nature, extent and description of the "common area and facilities" and of the "Limited common areas and facilities" shall be as under;

a) **COMMON AREA AND FACILITIES** to the purchaser/s of the flat premises of the building namely "**PRAIMA**".

i) Compound of the building i.e. the open area (Out of the said land described in the first schedule hereunder written) appurtenant to the built up area of the said "**PRATIMA**" building.

b) **LIMITED COMMON AREA AND FACILITIES** to the purchaser/s of flat premises of the building namely "**PRATIMA**".

i) Entrance lobby and foyer of the particular building in which the above-mentioned flat is located and the lift of such building shall be for Owner/Occupies of the respective building.

ii) The staircase of the particular building including main landing of the particular building which

the said flat is located shall be available to the Owner/Occupies of the respective building. For the purpose of ingress and egress but not the purpose of storing or for recreation or for residence or for sleeping.

These limited common area and facilities are applicable to all the Purchaser/s of flats located in the particular building in question. The purchaser will have proportionate undivided interest in the above.

1) The underground water tank with the pumps and pump house and the overhead water tank to be constructed for the building named "**PRATIMA**" will serve only that building. The Bore well locate in the premises of "**PRATIMA**" will be the property of the flats holders of the building and the maintenance cost of Bore well will be borne by the society. The promoters upon request from the flat holders shall install an extra bore well line from the Bore well to the overhead tank at an additional cost to the society.

24. Nothing contained in these present it intended to be, nor shall be construed to be grant, demise or assignment in law of the said premises or of the said land hereditaments and premises or any part thereof or of the said building thereon or any part thereof. Nothing contained herein shall deprive the promoters of their rights to let out hoardings for advertisement from the compound o9f the building. It is expressly agreed that the promoters shall be entitled to sell to any person/s Hoardings rights (including right to put up hoardings or dish antenna or tower etc., in the compound and or on the terrace.)

25. The parties hereto specifically declare and confirm that; The purchaser/s inspected the property and had ascertained for himself / herself that the work of

completing the said building is/are still in progress and the said premises are not yet fit/ready for use and occupation. It is specifically declared that the possession of the said premises is not transferred to the Agreement with the conveyance in respect thereof.

Conveyance if any to be executed in pursuance hereof shall be complete at or before the time of handing over the possession of the said premises. In the event however the Purchaser/s insists on receiving possession prior thereto and if the Developer /Promoters are in a position to agree to give the same, and any stamp duty and/or other charges, duties or any levies become payable on these present and/or on such possession letter and/or any record thereof or otherwise, the same shall be borne and paid by the purchaser/s alone. This Agreement is not an immovable property or Conveyance within the meaning of the terms under the Bombay Stamp Act 1958 and no interest in the immovable property is or is intended to be transferred to or vested inter-vivos in the Flat holder/s.

26 The purchasers till the Deed of Conveyance is executed shall not let, sublet, sell, transfer, convey or assign part with his interest or possession under or benefit of this agreement or part with possession of the premises unless and until the written permission of the Developer/Promoters is obtained and also all the dues payable by him/her to the Developer/Promoters under this Agreement are fully paid up and that too only if the Purchasers has not been guilty of breach of or non-observation of any of the terms and/or conditions of his Agreement and if any of the aforesaid acts are done without obtaining the previous consent in writing of the Developer/Promoters then that will amount to breach of the terms and the conditions of this agreement and the Developer/Promoters will not be bound to accept such third party in any manner, nor third party shall have any right against the Developer/Promoters nor any liability can be discharged by the Developer/Promoters.

27. The purchasers and the person to whom the said premises are let, sub-let, transferred, assigned or given possession of shall from time to time sign all application, papers and documents and do all acts, deeds and things as the Developer/Promoters and/or Co-Operative Society may require safeguarding the interest of the Developer/Promoters and/or of the Purchaser/s in the said building.

28 The Purchasers and the person to whom the said premises are let, sub-let, transferred, assigned or given possession of shall observe and perform all the bye-laws and/or the rules and regulation which the Co-Operative Society at the registration may adopt and the addition, alternation or amendment, thereof for protection and maintenance of the said building and the premises therein and/or in the compound and for the observance and carrying out of the building Rules and Regulation, the Bye-Laws for the time being of the Mumbai Municipal Corporation and other public bodies. The purchasers and the persons to whom the said premises are let, sub-let, transferred assigned or given possession, shall observe and performed all the stipulations and conditioned laid down by such Co-operative Society of the Government of Maharashtra or the promoters as the case may be, regarding the occupation and use of building and the premises therein and shall pay and contribute regularly and punctually towards the taxes and/or expenses and other outgoings in accordance with the terms of this agreement.

29 The Purchasers hereby agrees and undertake to be a member of the Co-operative Society to be formed in the manner herein appearing and also from time to time sign and execute all application for registration and for membership and other papers and documents necessary for the formation and the registration of the society and for becoming a member, including the bye-laws of the proposed society and duly fill in, sign and returns the same to

the Developer/Promoters to the purchases non-objection shall be taken by the purchaser if any charges or modification are made in the draft by-laws as may be required by the Registered of Co-operative societies or any competent authority. The purchaser shall be bound from time to time to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time for safeguarding the interest of the Developer/Promoters and of the other Purchaser/s of the other flats in the building.

30. The Purchasers hereby covenant that from the date of possession, he/she shall keep the said premises, the walls and partition walls, sewers, drains, pipes and appurtenances thereof belonging in good tenantable repair and conditions and shall abide by all the bye-laws rules and regulations of the Government, Mumbai Municipal Corporation or the Reliance Energy Ltd./ B.S.E.S. Ltd. and any other authorities and local Bodies and shall attend answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.

31. The Purchasers along with the other Purchaser/s who take or have taken the other flats, shops/premises in the building shall form themselves into a Co-operative Society. On the Co-operative Society being registered the rights of the Purchaser/s as the Purchaser of the said premises will be recognized and regulated by the provisions of the said Co-operative Society and the Rules and Regulations framed by them but subject to the terms of this Agreement.

32. On the completion of the said building, the Developer/Promoter shall Co-operate with the Purchaser/s in forming, registering or incorporating a Co-operative Society, the rights of members of the Co-operative Society being subject to the rights of the Developer / Promoter under this Agreement and the Conveyance

Assignment to be executed in pursuance hereof. When the Co-operative Society is registered and when all the amounts due and payable to the Developer/Promoter in respect of all the flats and other premises in the said building are constructed as required under the law and rules and regulations) execute /get executed the necessary conveyance of the said land described in the first schedule hereunder written paid in full as aforesaid, the promoter shall execute in favour of Such Co-operative society. The purchaser shall not raise any objection and or claim any compensation of the areas permitted to be conveyed is less than the area shown in the first Schedule hereunder written.

33. In the event of the society being formed and registered before the sale and disposal by the Developer/Promoters of all the flats, shops and other premises in the building. the owner and authority of the society so formed and/or of the purchaser and/or of the purchaser and/or the purchase/s of the other flats and shops premises in the said building shall be subject to the overall authority and control of the Developer/Promoter in respect of any of the matters concerning the said building the construction and completion thereof and all amenities pertaining to the same and in particular the Developer/Promoter shall have absolute authority and control as regards the unsold flats/stilt, garages, open parking spaces and other premises and the disposal thereof. The Developer/Promoter shall be liable to pay only the Municipal Taxes at accruals in respect of the unsold flats & other premises and no other amounts then and in such case, the Developer/Promoter shall join in as the Developer/Promoter/Member in respect of such unsold premises and as and when such premises are sold to the persons of their choice and at the discretion of the Developer/Promoter the co-operative society shall admit

as member the purchaser/s of such premises without charging any premium or donation or any other extra payment in any manner and without raising any objection for admission of such purchasers as the member of the said society.

34. Shri. Nalin R. Parekh, Advocate of the promoter shall prepare and/or approve as the case may be the deed of conveyance and deed of assignment and all other document to be executed in pursuance of the agreement is also the bye-laws in connection with the formation, registration and/or incorporation of the co-operative society, All costs, charges and expenses including stamp duty, registration charges and other expenses in connection with the preparation and execution of the Deed of Conveyance, Deed of assignment and other document and formation and registration of the co-operative shall be borne, shared and paid by all the purchaser/s of the said building in proportion to the respective purchaser price of their respective premises and/or paid by such co-operative society. Such amount shall be kept deposited by the purchaser/s with the Developer/Promoter as per clause 14 (a) one week before the time of taking possession of the said premises and the said amount shall not bear any interest.

35. The stamp duty and registration charges of and incidental to this Agreement shall be borne and paid by the purchasers. It shall be the responsibility, obligation and liability of the purchasers to lodge this agreement for registration. In compliance with the obligation under the law, the Developer/Promoters will attend the office of the sub-registrar of Assurances Mumbai and admit execution of this agreement and so as to get the same registered, after the purchaser/s inform the Developer/Promoters in the writing the number under which it is lodged and forwarding the Xerox copy of the receipt issued by the Sub-Registrar of assurances.

36. The non refundable deposits that may be demanded by or paid to the Mumbai Municipal Corporation for the purpose of sanctioning the plans and /or issuing the commencement certificate, IOD and/or occupation certificate and/or Building Completion Certificate and for giving water connection to the said building shall be payable by all the purchaser/s of the said building in proportion to the respective purchaser price of their respective flats, the amount of the same to be determined by the promoters. The Purchaser/s agrees to pay to the Developer/Promoters within seven days of demand, such proportionate share of the Purchaser of such deposit.

37. If any time further development tax and/or charges, and/or any charges or any other levy are charged, levied or sought to be recovered by the Mumbai Municipal Corporation, Government and/or any other public authority in respect of the said land and/or building the same shall be borne and paid by all the purchaser/s in proportion to the respective purchase price of their respective flats.

38. The purchaser/s agrees and binds himself to pay to the Developer/Promoters his/her provisional monthly contribution at the rate of Rs.3/- per square feet months towards the aforesaid outgoings and maintain ace charges (referred to in clause (14) above) from the date as provided herein above in clause 13 and payable every month regularly in advance till such time as the said property is transferred to a Co-Operative Society and he/shall not withhold the same for any reason whatsoever and if there is a delay in payment Developer/Promoters shall be entitled to charges interest for the delayed payment for the delayed period at 18% per annum and also take such further steps as the promoters be advised.

39. If for any reason prior to the completion of the said building and the receipt by the Developer/Promoters

of the total consideration money receivable by them a deed of Conveyance, deed of assignment in executed in favour of the Co-Operative society and if on the date of such conveyance the said building is not fully constructed and/or completed and/or if the building and/or other portion of the said property has or have not been disposed off by the Developer/Promoters on ownership basis, or if the Developer/Promoters have not obtained in full the consideration money receivable by them from all person who obtain the flats, car parking spaces and/or other portion in the said property, then and in such event, the Developer/Promoters shall have the right to construct and complete the said building and to dispose off the unsold flats, car parking spaces and/or other portion of the said property and/or to receive the consideration money even though such conveyance is obtained in favour of the Co-Operative Society. Adequate provisions for the above may be made in the deed of conveyance/Deed of assignment.

40. 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 purchasers by prepaid post, under certificate of posting at his/her address specified below;

41. The purchaser shall permit the Developer/Promoters and their surveyor and against, with or without workmen and others at all reasonable times to entire into and upon the said premises or any part thereof to view and examine the state and condition thereof and the purchasers shall make good, within three months of the Developer/Promoters giving a notice all defects, decays and works of repairs of which such notice in writing shall be given by the Developer/Promoters to the purchaser and also for the purpose of repairing any part of the building and for the purpose making,

repairing, maintenance rebuilding, cleaning lighting and kipping in order and condition all services, drains, pipes, cable, water courses, gutters, wires, partitions, walls of structures on other convenience belonging to or serving or used for the said building, and also for the purpose for laying, maintaining, repairing and testing drainage and water pipes and electric wires and cables and for similar other purpose and for all other purpose contemplated by this Agreement.

42. It is clearly understood and agreed by and between the parties hereto that the Developer/Promoters shall have the unqualified an unfettered right to sell on ownership basis to anyone of their choice, the terrace above the top floor of the said new building subject to the necessary means of access to be permitted for such purposes so as to reach the water tank of sthe building. The Purchaser/s of such terrace shall be entitled to make use of the same for all purpose whatsoever as permissible by law. However, the Purchasers shall not enclose or cover the said terrace without the written permission of the Developer/Promoters and/or the society, as the case may and the Mumbai Municipal Corporation. The Developer/Promoters shall have a right to install dish antenna, cable connection, mobile tower or any other paraphernalia upon the terrace and in the room in the terrace appropriate the income for themselves.

43. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO;

(a) That the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusive to the respective Purchaser of the terrace flat and such terrace space are intended for the exclusive use of the respective Flat Purchaser/s. The said terrace spaces shall remain open to sky until and unless permission is obtained in writing by the Purchasers from the Developer/Promoters and/or Co-operative Society as the case may be and the Mumbai Municipal Corporation.

b) That the purchase price mentioned hereinabove is purely on lump sum basis and no dispute whatsoever shall be entertained at any time relating to the purchase price. The aggregate areas mentioned herein for the flat premises shall be used for determining the proportionate distribution amongst the various flat holders of any common expenses incurred or to be incurred on the whole building and land and which distribution is otherwise not specified anywhere else.

44. That the society shall always be known as "PRATIMA" and the name of the Co-operative Society or Ltd. Company or Condominium of Apartment to be formed shall bear the said name and this name shall not be changed without the written permission of the Developer/Promoter/s.

45. If any time prior to the execution of the Deed of Conveyance the F.S.I. at present applicable to the said land is increased or it is permitted to utilize further F.S.I. in any manner due to any notification or change in D.C. rules and regulations such increase shall ensure for the benefit of the Developer / Promoters alone without any rebate to the Purchasers and the Developers / Promoters shall be entitled to use such F.S.I. upon the existing building or to transfer or sell the same at such price as the Developer / Promoters may deem fit and proper to any third party that they may deem fit and proper.

46. So long as the areas of the said premises (agreed to be acquired by the Purchasers from the Developer / Promoters is not altered and the amenities set out in the Second Schedule hereunder written are not altered, the Developer / Promoters shall be at liberty and are hereby expressly permitted to make variations in the layout elevation of the property and / or of the building including relocating the open spaces building / garden spaces and/or varying the location of the access to the building as the exigencies of the situation and the circumstances of the case may require. The Purchaser/s expressly hereby consents to all such variations. The Developer / Promoters are folly and absolutely entitled

to utilize the floor space index as may be sanctioned by the Mumbai Municipal Corporation. The Developer/Promoters

are entitled and the Purchaser/s gives his/her irrevocable consent and no objection to put additional construction by construction additional floors, converting stilts area in ground floor to flats/shops and garages or such premises entirely at their own discretion. The Developer/Promoters are entitled to construct the area Phase wise and complete the same in the manner they may deem fit and proper. The Purchasers are aware that Developer/Promoters are desirous of constructing a building name as "PRATIMA" upon the plot of land set out in the First Schedule hereto annexed. The Purchaser/s shall not be entitled to raise any objection in any manner and do hereby give their irrevocable consent and no objection to the Developer/Promoters to put up such construction entirely at their own discretion.

47. The Developer / Promoters shall have a first lien and charge on the said premises agreed to be acquired by the Purchasers.

48. This Agreement shall always be subject to the provisions contained in the Maharashtra ownership Flats Act 1963 and the Maharashtra ownership Flats Rules 1964 and any other provisions of law applicable thereto.

49. The Purchaser agrees to the conditions that due to unavoidable circumstances if the flat agreement is cancelled by the seller he will not object to it but will agree for either another flat or he will accept the money refunded by the seller with reasonable profit.

50. The Purchaser shall pay before execution/registration of agreement for the advance maintenance cheques of Rs. _____/-. And he will also deposit advance cheque of VAT Tax and service Tax before registration.

51. The purchaser shall not sale his flat without THE DEVELOPER / PROMOTER N.O.C. & shall not change the use without permission of THE DEVELOPER / PROMOTER than the permission granted as per Agreement

52. The DEVELOPER/PROMOTER has every right to terminate the agreement. If the purchasers failed to pay Rs. _____ within 15 days of Agreement registration the Agreement to be treated as cancel or to change the flat No., floor etc or every right to allot to another flat or

refund the amount as per Maharashtra Ownership Flat Act and the purchaser give his consent and agree to it.

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

SCHEDULE

ALL THAT piece and parcel of land bearing Survey No. 46 (Part), C.T.S. No. 53/3 admeasuring about 1452 square yards i.e. 1214 square meters along with the building situated therein named as "**PRATIMA**" at Village Vile-Parle , Sahar Road, Koldongari, Andheri (East), Mumbai- 400 069. within K (East) Ward of the Brihanmumbai Mahanagarpalika within the Registration District of Mumbai Suburban.

SIGNED SEALED AND DELIVERED	)
by the Withinnamed:	)
THE DEVELOPER/PROMOTERS	)
M/s. SUVIDHA DEVELOPERS	)
Through the hands of its proprietor	)
Mr. SUBHASH CHAWDA	)
In the presence of	)
1)_____	)
2)_____	)
SIGNED SEALED AND DELIVERED	)
by the Withinnamed:	)
THE PURCHASER/S	)
	)
In the presence of	)
1)_____	)
2)_____	)
RECEIVED on the day and year	) CHEQUE NO._____
first hereinabove written of and from	) DATED _____
the Withinnamed Purchaser/s, the sum of	) DRAWN ON _____
Rs._____	) _____
(Rupees_____	) BRANCH_____
_____	) _____
_____	)
only) being the amount as mentioned	)
within to be paid by him /her / them	)
paid to us	) WE SAY RECEIVED
WITNESS :	For SUVIDHA DEVELOPRS
1)_____	
2)_____	

LIST OF AMENITIES (BOARD)

1. Entrance Lobby at Ground Floor will be well designed and laid with Granite / Marble.
2. Spartex Flooring/Marble Flooring as per choice of each member.
3. Black Granite Kitchen Platform with Steel Sink.
4. Full Ceramic Tiles in Bathroom with Steel Sink.
5. Concealed Plumbing with C.P. Fittings in 2 ft. above the Kitchen Platform.
6. Heavy Section Powder Coated Aluminum tinted Glass Windows.
7. Concealed Copper Wiring with superior quality Switches.
8. Flush Doors with Latch Lock and superior quality fittings.
9. Ultra-modern lift with Decorative Cage.
10. Eye appealing wide Entrance Lobby with maximum cross ventilation.
11. Permanent exterior finish with Tex Paint.
12. Society office.
13. Toilet for Security.
15. Full M.S. Grill for Safety.
16. All window should be with Marble Moulding frame.

