

AGREEMENT FOR SALE

THIS AGREEMENT is made and entered at Mumbai this on 28th February of 2017.

BETWEEN

M/s SURBHI CONSTRUCTION, a proprietorship firm, having its registered office at 12, Deepak Mahal, Shimpoli Cross Road No.1, Borivali (west), Mumbai – 400 092. Hereinafter called **"THE DEVELOPERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the **ONE PART:**

AND

_____, both adult, Indian Inhabitant, presently residing at 702, Rameshwaram, Co-Operative Housing Society, Ltd. Vaishali Nagar, Gharthan pada, Dahisar (east), Mumbai – 400 068. Hereinafter called **"PURCHASER/S"** (Which expression shall Unless it be repugnant to the context or meaning thereof be Deemed to mean and include his/her/their respective heirs, Executors, administrators and assigns) of the **OTHER PART:**

WHEREAS:-

a) By and under registered Conveyance Deed (Deemed/ Unilateral) dated _____rd _____ (registered with the Sub- Register Borivali- No 3, Bandra under Serial No. _____ dated _____) entered between N.R. Nikam, Competent Authority (U/S. 5A of the MOFA, 1963)- cum- District DY. Registrar, C.S. Mumbai City (4) on account of Defaulting predecessors/promoters- _____ & 2, Ors therein referred to as Vendors, and on account of defaulting Builder _____, Sole Proprietor of M/S _____, therein referred to as Confirming Party and _____ Co-operative Housing Society Ltd, a housing Society registered under the provisions of Maharashtra Cooperative Societies Act, 1960 having Registration No. _____ therein referred to as the Society/purchasers (hereinafter referred to as "the said Society") the Competent Authority, as a statutory obligation Of the Vendors/Confirming Party/Promoter/Owners/Assigness, granted, Transferred, assured and conveyed forever unto the said Society/Purchase all that piece or parcel of land which is in its Possession admeasuring _____ Sq Mtrs bearing

Survey No _____, Hissa No ____ corresponding to C.T.S No _____ of Village _____, Taluka Borivali, MSD along with structures standing thereon (more Particularly described in the Schedule thereunder written) pursuant to the Order & Judgement dated 6/1/2014 bearing No DDR-4/Mum/D.C/Laxmi Shopping Centre CHSL/20/14 passed in Application No _____ of _____ filed by the said Society. Thus the said Society is seized, possessed of and well and Sufficiently entitled to the property more particularly described in the Schedule hereunder written.

b) By and under registered Agreement for Redevelopment dated 3rd February 2015, (registered with the Sub-Registrar Borivali No 3, Bandra under Serial No BRL-3/475/2015 dated 28.01.2015) Entered between the said Society "Dahisar UDAYRAJ Co-Operative Housing Society Ltd." therein referred to as the Society And M/s M/s SURBHI CONSTRUCTION therein referred to as the Builders/Developers and herein referred to as the Promoters, the Said Society granted right, permission and authority to develop the Property being the piece and parcel of Land bearing s No.239, H. No.1, S. No. 192, H. No. 10, S.No.242, H. No. and S.No. 240 (Part) C.T.S No 1732/3 at Village Dahisar, admeasuring 487.7 Sq. mtrs. as per Property Card and situated at Plot No. 10, Parbat Nagar, Ambawadi. Dahisar (east), Mumbai – 400 068. Together with the building standing thereon (more particularly described in the Schedule there under written), at the consideration and upon the terms and conditions recorded therein.

(c) Pursuant thereto, the said Society also executed General Power of Attorney dated 3rd February 2015 (bearing Registration No.BRL-3/656 of 2015) authorizing the partners of the promoters to do various acts, deeds and things in respect of the redevelopment of the property as recorded therein;

(d) Thus the Promoters are entitled to develop the property bearing Plot No.10, s No.239, H. No.1, S. No. 192, H. No. 10, S.No.242, H. No. and S.No. 240 (Part) C.T.S No 1732/3, admeasuring 487.7 Sq. mtrs. as per Property Card at Village Dahisar Tal : Borivali, Mumbai Suburban District, more particularly described in the Schedule hereunder written and hereinafter referred to as **"the said property"**.

(e) The said Agreement for redevelopment dated 3rd February 2015 and General Power of Attorney executed by the said Society unto and in favour of the Promoters and/or their partners is valid, subsisting and in full force and binding upon the parties thereto;

(f) Under the aforementioned circumstances, the Promoters herein have submitted plans and specifications with the Municipal Corporation of Greater Mumbai and other concerned authorities for the purpose of redevelopment of the said property and accordingly plans and specifications have been sanctioned and I.O.D. has been issued by the Municipal Corporation of Greater Mumbai (M.C.G.M.) vide Ref. No. CHE/WSII/0668/R2/337(NEW) of 2015-2016 dated 10th December 2015, a copy whereof is annexed hereto as **Annexure "I"**.

(g) The Promoters complied with the terms and conditions contained in the I.O.D. dated 10th December 2015 and the Municipal Corporation of Greater Mumbai issued the Commencement Certificate for the construction of the residential on the said Property by its letter bearing No. _____ of 2015-2016 dated 11th Nov 2016, a copy whereof is annexed hereto as **Annexure "II"**.

(h) The Promoters have proposed to construction building known as "SURYODAYA Co – Operative Hsg.Ltd. " having One wing of Stilt + Seven Floors for residential purpose after utilizing the F.S.I./T.D.R. of

the said Plot. The Municipal Corporation of Greater Mumbai has as aforesaid issued Commencement Certificate up to the plinth level and the Promoters shall get the Commencement Certificate extended to the limits of floors as mentioned above.

(i) The Promoters will be purchasing/acquiring DRC/TDR from the market and utilizing the same and shall also consume the F.S.I. available on the said property for the purpose of constructions of the said building.

(j) That Adv. RIDDHI D SHAH , the Advocates & Solicitor for the Promoters have issued their Certificate dated ____th May, 2016 on title in respect of the said property described in the Schedule hereunder written certifying that the title of the said Society to the said property is clear, marketable and free from all encumbrances and reasonable doubts and the Promoters have right to redevelop the said property.

A copy each of the Title Certificate, relevant property card, floor plan of the flat agreed to be allotted to the Purchaser/s and the list of common amenities to be provided by the Promoters have been annexed and marked as **Annexure 'III', 'IV', 'V' and 'VI'**;

(k) The Promoters have entered into a standard Agreement with Architects Mr. JEEGAR TANNA, Registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the council of architects;

(l) The Promoters have appointed Structural Engineer, Mr. CHINTAN PATEL for the preparation of the structural design and drawing of the building and accept the professional supervision and the services of the structural engineer till the completion of the building;

(m) By virtue of the said Society entering into Development Agreement with the Promoters, the Promoters "M/s. SURBHI CONSTRUCTION" have the sole and absolute right to re-develop the said property by constructing the building thereon consisting of flats/shops/units and sell the flats/shops/units in the said building "SURYODAYA", after accommodating existing members of the said Society, to prospective purchasers of the flat/shop/units and to receive the sale proceedings (considerations) in respect thereof.

(n) The Purchaser/s has/have demanded from the Promoters and the Promoters have given inspection to the Purchaser/s all the documents of title etc. relating to the said property. The plans along with designs and specifications which have been prepared by the said promoters and sanctioned by the Municipal Corporation of Greater Mumbai, and of such other documents as are specified under Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale Managements and Transfer) Act, 1963, (hereinafter referred to as 'MOFA') and the 'Rules' made there under.

(o) The Promoters have accordingly commenced construction of the said building in accordance with the said plans;

(p) The Purchaser/s has/have applied to the Promoters for allotment to the Purchaser/s, Flat No. 702 on the Seventh Floor along with one car parking, of the project known as "SURYODAYA" in the redevelopment of building known as "DAHISAR UDAYRAJ CHS. Ltd." to be constructed on the said property more particularly described in the Schedule hereunder written;

(q) The Purchaser/s has/have entered into this agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, etc. recited and referred to above;

(r) Under Section 4 of the said Act the Promoters are required to execute a written agreement for sale of the said flat with the said Purchaser/s being in the fact, these present and also to register the said agreement under the Registration Act within the time limit prescribed hereunder.

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

1. The Promoters are proceeding further with the construction of the building to be known as "SURYODAYA" consisting of One Wing, of Stilt + Seven Floors on the said Property as sanctioned by the Municipal Corporation of Greater Mumbai on the said Property, more particularly described in the Schedule hereunder written and the said sanctioned plans have been seen and approved by the Purchaser/s with only such variations and modifications as the Promoters may consider necessary or may be approved by the concerned Local Authority/Government to be made in them or any of them.

2. It is agreed by and between the parties hereto that the Promoters shall be entitled to use the said land as base land, receiving land for use the DRC/TDR on the said land and for construction of additional flats/floors as may be permitted under the Development Control Regulation 2034 and the Purchaser/s hereby consent to the Promoters for bringing in and utilizing the DRC/TDR on the said land and constructing additional flats/floors by use of such DRC/TDR.

3. Subject to the terms and conditions herein, the Promoters hereby agree to allot/sell to the Purchaser/s and the Purchaser/s agree/s to accept the allotment/sale from the Promoters, the Flat bearing No. _____ on Seventh floor admeasuring _____ sq.ft (carpet area), along with one car parking, in the project known as "SURYODAYA" to be constructed in respect of redevelopment of DAHISAR UDAYRAJ CHS Ltd., as per the plans approved by MCGM (which Flat is shown on the Floor Plan annexed hereto and marked as Annexure "IV") (hereinafter the said flat are collectively referred to as the "said premises"), at or for the consideration of Rs. _____ (Rupees Ninety lakhs Only), which shall be payable by the Purchaser/s to the Promoters in the following manner.

Sr. No.	Payment Scheduled :	Presentage	Amount
01	At the time of allotment letter	20%	
02	On the completion of Plinth	25%	
03	On the completion of 1 st Slab	4%	
04	On the completion of 2 nd Slab	4%	
05	On the completion of 3 rd Slab	4%	
06	On the completion of 4 th Slab	4%	
07	On the completion of 5 th Slab	4%	
	On the completion of 6 th Slab	4%	
09	On the completion of 7 th Slab	4%	
10	On the completion of 8 th Slab	4%	
11	On the completion of Bricks work	5%	
12	On the completion of Internal Plaster	5%	
13	On the completion of External Plaster	5%	
14	On the completion of Finishing work	5%	
15	At the time of possession	3%	
	Total	100%	

Time for payment of the aforesaid amount shall be essence of the contract

As per the provisions of Section 194-IA of the Income Tax Act 1961, the Purchaser/s will be bound and liable to deduct a sum of 1% (one per centum only) out of the consideration and each installment stated hereinabove as and by way of Tax Deducted at Source. The Promoters will be at liberty to adjust/appropriate take benefit of the amount of tax so deducted and paid out of its total tax liability under the Income Tax Act 1961. The Purchaser/s will procure and provide to the Developer, TDS Certificate within 30 (thirty) days from the date hereof.

4. In addition to the said consideration amount the Purchaser/s shall also pay to the Promoters the Development charges as may be levied and/or recovered by the Municipal Corporation of Greater Mumbai, State of Maharashtra and/or any other authorities. All taxes (whether applicable/payable now or become applicable/payable in future) including VAT, Service Tax, GST etc. and any other applicable taxes payable in respect of intended sale of the said premises shall be borne and paid by the Purchaser/s alone and the Promoters shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof.

5. The Purchaser/s hereby declare/s that prior to execution of this Agreement, he/she/they has/have taken complete inspection of the specifications approved by the concerned local authority and which have been seen and approved by the Purchaser/s and the Promoters shall construct the building as per sanctioned plan, with only such variation and modification as the Promoters may consider necessary or as may be required by the concerned local authority/the Government. If there is any area variation due to planning constraint, the both the parties will settle the issue by mutual decision at that relevant time.

6. The Purchaser/s is/are, at his/her/their sole risk, liability and responsibility, free to obtain finance/housing loan from any financial institution or bank only for acquiring the said premises by offering his right in the said premises as security. The "NOC" for offering the said premises as security to be given by the Promoters to the Purchaser/s shall be subject to the Promoters receiving full consideration under this agreement and in the event of termination of this agreement for failure of the Purchaser/s to pay full consideration, the NOC shall stand revoked and the said premises shall stand released from the charge/security of bank/financial institution. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Purchaser/s. In the event of non-payment of the loan by the Purchaser/s, the recourse available to the financial institution or bank would be only against the Purchaser/s personally and such recourse shall be available against the said premises only if the full consideration under this agreement and other amount payable as per these presents is received by the Promoters.

7. The Promoters hereby declare that they have not done or omitted to do any act, deed or matter nor have they created any lien, charge or mortgage on the law whereby the enjoyment and possession of the said premises agreed to be purchased by the Purchaser/s in the building may become prejudicially affected or encumbered. The Promoters further declare that neither they nor the said Society have not received any notice for acquisition or requisition of the land/building.

8. The Purchaser/s hereby agree/s that prior to execution of this Agreement, the Promoters have made full, free and complete disclosure and the Purchaser/s has/have taken full, free and complete inspection of particulars and disclosure of the following :

(a) Nature and particulars of the Promoters' rights and the said society's title to the said Property described in the Schedule hereunder written and all encumbrances, if any, thereto, alongwith all the relevant documents.

(b) All plans and specifications duly approved and sanctioned by the Municipal Corporation of Greater Mumbai to be built upon to the said Property.

(c) Nature and particulars of fixtures, fittings and amenities to be provided in the building to be constructed on the said Property.

(d) All particular of design and materials to be used in construction of the building on the said Property.

(e) The various amounts of that are to be paid inter alia, towards the ground rent, revenue assessment, municipal and other taxes and water and electricity deposits as are required for the time being in force.

(f) The Purchaser/s hereby declare/s that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Promoters as aforesaid, the Purchaser/s with full knowledge thereof has/have entered into this Agreement.

9. The Promoters hereby agree to observe perform and comply with all the terms, conditions, stipulation and restrictions, if any, which have been imposed by the concerned local authority at the time of sanction of the said plans or thereafter and shall before handing over possession of the premises to the Purchaser/s, obtain from the concerned local authority occupation certificate in respect of the flat.

10. The Purchaser/s has/have entered into this Agreement with the notice of the terms and conditions of the said hereinabove recited Development Agreement and General Power of Attorney in respect of the development right of the said Property between the said Society and the Promoters and subject to the terms and conditions that may be imposed by the Municipal Corporation of Greater Mumbai and other authorities concerned and also subject to the Promoters right to make the necessary amendments, modifications and/or changes in the building plans or the materials and other specifications.

11. The Promoters hereby declare that the Floor Space Index (FSI) available in respect of the said Property is 487.5 Sq.Mtrs.) as per present Development Control Regulations and that no part of the said Floor Space Index has been utilized by the Promoters elsewhere for any purpose whatsoever. However, it is clarified that the FSI in respect of the said plot is likely to increase on account of revised Development Control Regulation which the Promoter will be entitled to utilize without any objection from the flat purchasers in this regard.

12. The Promoters have acquired right to develop the said Property by the said Agreement for Redevelopment & General Power of Attorney both dated 3rd February 2015 executed by the said Society, "Dahisar UDAYRAJ Co-operative Housing Society Ltd. and the said Society's title to the said property is free and unencumbered. The Purchaser/s hereby accept/s the said Society's title and shall not be entitled to raise any objection in that behalf and the Promoters shall as far as practicable ensure that the said Property is free from all encumbrances and the said Society's title to the said Property is absolutely clear and marketable.

13. The Promoters shall give possession of the Premises to the Purchaser/s within 24 months from the date of issuance of Commencement Certificate subject to force majeure. If the Promoters fail or neglect to give possession of the Premises to the Purchaser/s on account of reasons beyond their control and their agents as per the provision of section 8 of Maharashtra Ownership Flat Act, by the aforesaid date of the date or dates prescribed in section 8 of the said Act, then the Promoters shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the Premises with simple interest @9% (nine percent) per annum from the date the Promoters received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is

agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Promoters to the Purchaser/s there shall, subject to prior encumbrances if any, be a charge on the said land as well as the construction or building in which the Flats/Shops are situated or were to be situated.

PROVIDED THAT the Promoters shall be entitled to reasonable extension of the time for giving delivery of Premises on the aforesaid date, if the completion of the building/s in which the Flat/Shop to be situated is delayed on account of :

- (a) Non-availability of steel, cement other building materials, water or electric supply;
- (b) War, Civil commotion or act of God;
- (c) Any Notice, Order, Rule, Notification of the Government and/or other public or competent Authority.
- (d) Litigation, if any, filed by Member/s of the Society or any third party interested in the said property.

14. That Purchaser/s shall take possession of the Premises within 15 days from the Promoters giving written notice, to the Purchaser/s intimating that, the Premises is ready for occupation. **PROVIDED THAT** if within a period three years from the date of handing over the premises to the Purchaser/s the Purchaser/s bring to the notice of the Promoters any defect in the Premises or the building in which the Premises is are situated or the material used therein or any unauthorized change as far as possible the same shall be rectified by the Promoters at their own costs, charges, and expenses and in case if it is not possible to rectify such defects or unauthorized changed, then the Purchaser/s shall be entitled to receive from the Promoters reasonable compensation for such defect or change.

15. The Purchaser/s shall use the Premises or any part thereof or permit the same to be used only for the purposes of the same is approved by the authorities.

16. The Purchaser/s agree/s and give his/her/their irrevocable consent that the Promoters shall have a right to make additions, amendments and alterations in the building plans and/or to the said building or any part there of for any use or to change the user (excluding the said Premises) including to raise additional storey's or structures on the land or open part or parts of the said building including on the terrace at any time and such right shall include this right to use the F.S.I. or the additional F.S.I. which maybe available in respect of the said Property or other lands at any time in future or to make such amendment/alterations in the sanctioned plans as may be permitted by the Municipal Corporation of Greater Mumbai or the other authorities and such additional structures or storeys or units shall be the sole property of the said Promoters why shall be entitled to deal with or dispose of the same. The Purchaser/s shall not be allowed to make use of the terrace and parapet walls of the terrace which will be the exclusive Property of the said Society and the said Society shall have the exclusive use of the said terrace and the parapet walls, subject to attend any leakage from the terrace and/or to the water tanks on the said terrace or to carry out any repairs.

17. Upon Promoters discharging/complying with all their obligations under the Agreement for Re-development dated 3rd February 2015, obtaining Occupation Certificate/Part Occupation Certificate in respect of the building "SURYODAYA", placing all the society members in possession of premises and the Promoters having received full consideration and all the amounts as per these presents, the Promoters shall forward nomination of Purchaser/s to the Society and thereupon the said Society shall admit the Purchaser/s of Premises in the building as members of the said Society subject to payment of proportionate sinking fund by the Purchaser/s to the said Society and for this purpose also from time to time the Purchaser/s agree to sign and execute the application for Membership and other papers and documents necessary for becoming a

Member. The Purchaser/s shall abide by and observe all the rules, regulation and bye-laws of the Society.

18. The Promoters declare that :

(a) The building/s shall be constructed in accordance with the plans and specifications approved and sanctioned by the Municipal Corporation of Greater Mumbai and all other concerned authorities.

(b) The Promoters are absolved from the liability to form a Co-operative Housing Society under the provisions of the Maharashtra Co-operative Societies Act, in as much as, the Promoters have acquired / obtained the rights to develop the said Property as aforementioned from the said Society viz. SURYODAYA Co-operative Housing Society Ltd., i.e. the said Society which is duly registered under the provisions of The Maharashtra Co-operative Societies Act, 1960 and rules thereof.

(c) That the amenities to be provided in the said premises and to the Society by the Promoters shall be as set out in the Schedule annexed hereto as "Annexure VI".

(d) The premises shall be used for residential purposes only and the Purchaser/s undertakes/s that the said premises shall not be used by the Purchaser/s for any other purposes whatsoever.

(e) That the Proprietor and concern Architect / Licensed Surveyor shall compile and preserve the following documents:

1. Ownership documents
 2. Copies of IOD, CC, subsequent amendments, O.C.C., B.C.C. and corresponding canvas mounted plans.
 3. Copies of soil investigation reports.
 4. RCC details and canvas mounted structural drawings.
 5. Structural Stability Certificate from Licensed Structural Engineer.
 6. Structural Audit Reports.
 7. All details of repairs carried out in the building.
 8. Supervision Certificate issued by the Licensed Site Supervisor.
 9. Building Completion Certificate issued by Licensed Surveyor / Architect.
 10. NOC and completion certificate issued by the C.F.O.
 11. Fire safety audit carried out as per the requirement of C.F.O.
- (f) That the Promoter shall handover the documents listed in Sr. No. (e) Above to the end user / prospective society within a period of 60 after granting occupation certificate.

(g) The prospective society / and user shall preserve and maintain the above said documents / plans and shall preserve and maintain the above said documents / plans and shall also preserve and maintain the subsequent periodical structural audit reports and repair history. Similarly, to check and to carry out the fire safety audit from time to time as per the requirement of C.F.O. through the authorized agencies of M.C.G.M.

19. The Purchaser/s admit/s having taken inspection of all the documents required to be given by the Promoters under the provisions of the Maharashtra Ownership Flats Act and hereby agree/s and confirm/s that the Promoters shall have irrevocable rights for the purposes set out herein below and the Promoters shall be entitled to exercise the same as if the Purchaser/s had given the written prior consent to the Promoters and/or under the said Act and with a view to remove any doubts the Purchaser/s hereby confer/s upon the Promoters' right and authority for the purposes set out herein below.

(a) Without modifying the plan of the said premises the Promoters shall be entitled to amend, modify and/or vary the layout plans/building plans and/or sub-division plan and also the specifications in respect thereof.

(b) The Promoters shall be entitled to consume entire F.S.I. of the said property and F.S.I. by way of T.D.R. available from any source on

the said Property and shall for the purpose be entitled to amend, alter or modify the sanctioned plans. However, the Promoters shall not modify or alter the plan of the premises agreed to be purchased by the Purchaser/s.

(c) The Promoters shall be entitled to consume such FSI as may be available in respect of the said property or any part thereof or otherwise on the said property at present or in future and for the purpose of consuming such balance and/or additional FSI to construct extensions and/or additional floors as the Promoters may think fit and proper.

(d) The Purchaser/s and/or the Society shall not raise any objection on any ground as to the Promoters' rights reserved hereunder.

(e) The Promoters shall be entitled to consume such balance and/or additional FSI by constructing tenements to sell such tenements for such permissible user as the Promoters may think fit and proper to any person or persons for such consideration as the Promoters may in their absolute discretion deem fit and proper.

(f) The structure/s which may be put up for consuming the balance and/or additional FSI available by demolition of the existing structure or otherwise shall always be deemed to be a part of the existing structure or as if the said plans were seen and approved by the Purchaser/s even though such plans may be sanctioned in future.

(g) The Promoters shall also be entitled to consume additional FSI and/or balance available under D.C. Rules or by any special concession being granted by the Municipal Corporation of Greater Mumbai or any other authorities including the FSI available in lieu of the road widening, set back, reservation etc.

(h) The Purchaser/s and all the other Buyers of the Flats/Shops in the said building shall not have any right, title, claim or interest in respect of the FSI as stated above, open spaces, parking spaces, common areas, inclusive of the garden area and that the rights of the Purchaser is confined only to the Unit agreed to be sold.

(i) Irrespective of the possession of the Premises being given to the Purchaser/s, the rights under this clause and/or under this Agreement reserved for the Promoters for exploiting the potentiality of the Property described in the Schedule hereunder written shall be subsisting and shall continue to vest in the Promoters till the entire FSI available on the said property is fully consumed / utilized by the Promoters.

(j) That the building under reference is deficient in open space and MCGM will not be held liable for the same in future.

(k) That the member/s agrees for no objection for the neighborhood development with deficient open space in future.

(l) That the member/s will not held MCGM liable for the failure of mechanical parking system in future.

(m) That the member/s will not held MCGM liable for the proposed inadequate / sub-standard sizes of rooms in future and complaints of whatsoever nature will not be made in future.

(n) That there is inadequate maneuvering space of car parking and member/s will not make any complaint to MCGM in this regard in future.

20. The Promoters shall be entitled to dispose of such flats/shops/garages or other premises having exclusive and attached terraces together with the terrace/s to such persons at such rate and on such terms as Promoters may deem fit. The Promoters shall be entitled in that event to allow use of such entire exclusive and attached terrace/s to the purchaser/s of such flats/shops/garages or other premises or other premises proposed or constructed on the said Buildings and such exclusive and attached the Terrace/s shall then be in exclusive possession (as Owner) of the Purchaser/s of such premises proposed or constructed. The said Society shall admit as its members the Purchasers of such premises that may be proposed or constructed in the building with the exclusive right to them in the attached terrace as aforesaid.

21. Commencing a week after Notice in writing is given by the Promoters to the Purchaser/s that the premises is ready for occupation the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in

proportion to the floor area of the Premises) all the outgoings in respect of the said property and the building, namely local taxes, betterment charges and such other levies by the concerned local authorities and/or Government water charges, insurance premium common lights and salaries of clerks, bill collectors, security guards, sweepers and all other expenses necessary and, incidental to the management and maintenance of the said property and the building.

22. All the deposits payable to the Municipal Corporation of Greater Mumbai or Mahanagar Gas Limited, Reliance Company Limited for water connection and electricity charges or I.O.D. deposit, layout deposit or permanent deposits in respect of the said Premises which become payable shall be paid or reimbursed to the Promoters by the Purchaser/s. As agreed, the Purchaser/s also pay proportionate share towards development charges, betterment charges and applicable taxes.

23. The Purchaser/s on or before delivery of possession of the said premises shall deposit with the Promoters the following amounts;

i. Rs. _____ /- (Rupees Thirty Nine Thousand Three Hundred Sixty Only) for maintenance of 12 months at the time of possession of the said flat;

ii. Rs. _____ /- (Rupees Fifty Thousand only) as miscellaneous charges at the time of possession of the said flat.

24. At the time of execution/registration of this Agreement the Purchaser/s agree to pay to the Promoters and the entire amount of stamp duty and registration charges payable hereto.

25. The Purchaser/s of the respective premises shall be entitled to use and occupy their respective premises only.

26. The Purchaser/s for himself/herself/themselves with intention to bind all persons into whatsoever hands the Flats/Shops may come, both hereby covenant with Promoters as follows:

(a) To maintain the premises at the Purchaser/s own cost in good tenantable repair and condition from the date of possession of the premises is taken and shall not do or suffer to be done anything in or to the building in which the premises is situated and the premises itself or any part thereof.

(b) Not to store in the premises hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy package on the upper floors which may damage or are likely to damage the staircase, common passage, or any other structure of the building in which the premises situated and in case any damage is caused to the building in which the premises is situated or to the premises itself on account of negligence or default of the Purchaser/s in this behalf, the premises Purchaser/s shall be liable to the consequences of the breach.

(c) To carry at his/her/their own costs all internal repairs to the said premises and maintain the premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the premises is situated or the premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Purchaser/s committing any set 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.

(d) Not to demolish or cause to be demolished the premises or any part thereof, nor at any time make or cause to be made any additions/alteration of whatsoever nature in or to the premises or any part thereof nor make any alteration in the elevation and outside colour scheme of the building in which the premises is situated and appurtenance thereto and maintain in good tenantable repair and condition and in particular so as to support shelter and protect the other part of the building in which the premises is situated and shall not, in any manner, damage the columns,

beams, walls, slabs or R.C.C. parties or other structural members of the Premises.

(e) Not to do or permit to do any act or things which may render void or voidable any insurance of the said land and the building in which the premises is situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurance thereof.

(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 land and the building in which the premises is situated.

(g) The Purchaser/s shall segregate the dry and wet garbage and treat the same separately.

(h) Pay to the Promoters within SEVEN DAYS on demand by the Promoters his/her/their share of Security Deposit demanded by concerned local authority or Government for giving water, electricity or any other services in connection to the building in which the said premises is situated.

(i) Bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other Public Authority on account of change of user of the premises by the Purchaser user for any purposes other than for the purposes for which it is approved.

(j) Until the construction of the flat/shop, the Purchaser/s shall not let out, sub-let, transfer, assign or part with the Purchaser's interest or benefit of this Agreement unless the consideration as agreed hereinabove is fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and condition of this Agreement and until the Purchaser/s has/have obtained in writing the consent for the same from the Promoters.

(k) The Purchaser/s shall observe and perform all the Rules and Regulations of the said Society and the additions, alteration or amendments thereof that may be made from time to time for the protection and maintenance of the said building and the premises therein and for the observance and performance of the building Rules, Regulation and bye-laws of the concerned local authority and Government and other public bodies, in force for the time being, the Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and the use of the premises in the said building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms of the Agreement.

(l) To bear and pay the maintenance charges of extra amenities and additional facilities provided by the Promoters in the building.

27. Nothing contained in this Agreement is intended to be not shall be construed as a grant, demise or assignment in law of the said premises or of the building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc., will remain the Property of the Promoters until the F.S.I. is consumed, all flats are sold, full payment is received.

28. The Purchaser/s agree/s that if any of the provisions of this Agreement are contrary to and/or inconsistent with the provisions of the Maharashtra Ownership Flats Act or which would amount to reduce and/or extinguish and/or diminish the right, title and interest which are conferred upon him/her/them under the provisions of the Maharashtra Ownership Flats Act, then he/she/they shall have no objection or claim in that regards.

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

30. The Purchaser/s shall present this Agreement at the concerned registration office for the registration within the time limit prescribed by the Registration Act. Upon intimation given to the Promoters accordingly, the Promoters shall attend such office and admit execution thereof.

31. The Purchaser/s shall at his/her/their own cost, lodge this Agreement, for registration with the Sub-Registrar of Mumbai and forthwith inform the Promoters the serial number under which the same is lodged to enable them to admit execution of the same.

32. All notices to be served on the Purchaser/s contemplated by this Agreement shall be deemed to have been served if sent to the flat Purchaser by registered Post A.D./Under Certificate of Posting at his/her/their address specified below.

702, Rameshwaram, Co-Operative Housing Society, Ltd.
Vaishali Nagar, Gharthan pada, Mumbai – 400 068.

33. The member and the Developer are assessed under Income Tax under following PAN No.

Promoter :

Purchaser :

The price of the said premises as contained herein is fixed between the parties hereto on the understanding that the Promoters shall be entitled to consume and/or utilize the entire permissible F.S.I. of the said land and bring in and utilize D.R.C. on the said land for constructing additional flats/floors and shall be entitled to earn and/or explore fully business prospects therefrom. It is however, agreed by and between the parties hereto that in the event the Promoters are unable to consume and/or utilize fully the F.S.I. and/or are unable to utilize the D.R.C./T.D.R. for the reason or the obstacle caused by virtue of the provisions of Section 7 of the Maharashtra Ownership Flats Act and/or by virtue of any to the amendments to the said Act and/or the Rules framed/made or to be made under the said Maharashtra Ownership Flats Act and/or due to objection and/or non co-operation by the Purchaser/s then in such event the Builder shall be entitled to proportionate recovery from all the Purchaser/s the price of such F.S.I. which they are unable to consume which amount may be certified by the said Architect Mr. Jeegar Tanna.

IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace premises in the said building, if any, shall belong exclusively to the respective Purchaser/s of the terrace flat/shop and such terrace space are intended for the exclusive use of the respective terrace Purchaser/s.

34. This Agreement shall always be subject to the provision of the Maharashtra Ownership Flat (Regulation of the promotions of Constructions, Sale, Management and Transfer) Act, 1963 and the Rules made thereunder the said Act and amendments made thereunder.

35. All costs, charges and expenses in connection with preparing, engrossing, stamping and registering all the Agreements, including this Agreement transfer deeds or any other document or documents required to be executed by the Promoters or the buyers or Co-operative Society as well as the entire professional costs, charges and expenses payable for the same shall be paid by the Purchaser/s immediately on demand. The Purchaser/s shall pay the Professional fees in respect of the documents to be made and also in respect of the service rendered or to be rendered by the Promoters, Advocates as provided in this clause. As recorded hereinabove, the Purchaser/s alone shall bear and pay taxes, levies in respect of the sale of the said premises including works contract for sales tax or value added tax etc., stamp duty, registration charges, service tax and cess on this agreement or conveyance to be executed in pursuance of this agreement.

36. The Purchaser/s hereby agree/s to execute such further and other document or documents as may be required by Promoters to carry out

and/or implement any of the matters embodied in and related to this Agreement.

37. Save and except the dispute to be referred for arbitration as per clause 13 hereinabove, all other disputes or differences arising between the parties hereto as to the construction of this contract or as to any matter or things whatsoever nature arising thereunder or in connection therewith or the rights and liabilities of the parties under any of the clauses of this contract, then such dispute or difference shall be referred to the arbitration of a common Arbitrator to be mutually agreed upon. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or such other enactment for the time being in force. The arbitration proceedings shall be conducted at Mumbai and the Award passed therein shall be binding on both the parties.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of Land bearing CTS No. _____ at Village _____ Admeasuring about _____ sq. mtrs and situated at _____.

On or towards East :
 On or towards West :
 On or towards South :
 On or towards North :

SECOND SCHEDULE

FLAT/Shop No _____, Admeasuring _____ Sq.Ft Carpet Area on the 5th Floor A Wing along with one car parking in the building known as "_____" of _____ Co-operative Housing Society Limited to be constructed on the property described in the first Schedule herein above.

SIGNED , SEALED AND DELIVERED)
 By the withinnamed said " PROMOTERS")
 M/S. _____)
 Through its Partners)
 1. _____)

2. _____)

3. _____)

In the presence of)

1. _____)

2. _____)

SIGNED AND DELIVERED)

By withinnamed the "PURCHASERS")

_____)

_____)

In the presence of)

1. _____)

2. _____)

RECEIPT

RECEIVED of and from the withinnamed Purchaser a sum of Rs _____/- (Rupees _____ Only) as under being the amount mentioned within to be paid by him/her/them to us as earnest money/part consideration:

Sr. No.	BANK	AMOUNT	CHQ. NO DATE	CHQ. NO.
1				
2				
3				

WE SAY RECEIVED

PARTNER

WITNESSES:

- 1.
- 2.