

_____ only) being 10% Earnest Money or Deposit on the execution of this Agreement. (The payment and receipt whereof the Developers do hereby admit and acknowledge and acquit, release and discharge the purchaser from the payment and receipt thereof and every part thereof).

- (b) By making the following part payments towards the balance of the purchase price, of which payments shall be made in the manner and by the installments specified below within _____ (_____) days of the Developers giving to the purchaser written notice calling for payment of the said money.

No.	Amount	Particulars
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
TOTAL		

- c. The purchaser shall pay the amounts as aforesaid on the due date without any delay or default as time in respect of the said payments is of the essence of the contract. The Developers will forward to the purchaser intimation of the Developers having carried out the aforesaid work at the address given by the purchaser under this agreement and

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the purchaser will be bound to pay the amount of installments within eight days of the Developers dispatching such intimation letters under certificate of posting at the address of the purchaser as given in these presents.

6. It is expressly agreed that the purchaser shall be entitled to the limited common area and the facilities along with the said premises and the extent, nature and description of such limited common areas and facilities and the percent age of undivided interest which the purchaser will enjoy in the limited common areas and facilities appurtenant to the said premises agreed to be sold is set out in the Fourth Schedule hereunder written.
7. The Purchaser agree to pay to the Developers interest at 18% per annum on all the amounts which become due and payable by the purchaser to the Developers under the terms of this agreement from the date the said amount is payable by purchaser to the Developers.
8. On the purchaser committing default in payment on due date of any amount due and payable by the purchaser to the developers under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings (time is the essence of the contract and on the purchaser committing breach of any of the terms and conditions herein contained). The Developers shall be entitled at their own option to terminate this Agreement, provided always that the power of termination herein before contained shall not be exercised by the Developers unless and until the Developers shall have given to the purchaser a fifteen (15) days prior notice in writing of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the purchaser in remedying such breach of such notice. Provided further that upon the termination of Agreement as aforesaid, the Developers shall refund to the purchaser the installments of the sale price of the premises which may till then have been paid by the purchaser to the Developers and the Developers shall not pay the purchaser any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount with the liberty to dispose off and sell the that premises to such other person and at such price as the Developers may in their absolute discretion think fit.
9. If the purchaser commits default in payment of any of the installments aforesaid on their respective due date (time being the essence of the contract)

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and if the default continues inspite of 15 days notice in writing to be sent by the Developers to the purchaser, the Developers shall be at liberty to terminate this Agreement in which event, the said deposit paid by the purchaser to the Developers shall stand forfeited. The Developers shall however, on termination, refund to the purchasers the installments of part payment, if any, which may have till then been paid by the purchaser to the Developers, without any further amount by way of interest or otherwise. On the Developers terminating this agreement under this clause they shall be at liberty to sell and dispose off the said such premises to any other person as the developers deem fit and at such price as the developers may determine and the purchaser shall not be entitled to question such sale or to claim any interest in the flat or any amount from the developers.

10. The Developers hereby agree to observe perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concern local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the premises to the premises purchasers, obtained from the concerned local authority occupation and/or completion certificates in respect of the said flat. Possession will not be granted in any case without obtaining completion certificate and the Purchaser specifically agrees for the same.
11. The residual F.S.I. in the plot or the layout not consumed will be available to the Developer till the completion of the building and in any event before the execution of a conveyance deed of the said property more particularly described in Schedules hereunder written in favour of a corporate body to be formed by the Developers. The Developers are also entitled to use any other additional F.S.I. and/or residue F.S.I. made available during the development of the said property and the said F.S.I. can be used by constructing vertically on the said property and/or extending the building as may be permitted by the concerned authority. The said development can be proceeded even after completing the development as per Sanctioned Plan mentioned hereinabove. The purchasers have irrevocably consented for the same and they shall not make any objection for such construction and shall always co-operate with the Developers. It is further provided that purchasers shall not even object for amalgamation even any other property adjoining to the said property which might be acquired by the said Developers for the purpose of development and to complete a project on the said property.

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12. The developers agree that the possession of the said premises / flats shall be delivered to the purchaser after the completion of the building i.e. on or about _____. If the developers fail and or find it difficult to give possession of the premises to the Purchaser on account of reasons beyond their control and of agents as per the provisions of section 8 of Maharashtra Ownership Flats Act, by the aforesaid date or date prescribed in Sec.8 of the said Act, then the developers shall be liable on demand to refund to the purchaser the amounts already received by him in respect of the flat with simple interest at 9% per annum from the date the amounts and interest therein is repaid provided that by mutual consent is agreed that the dispute, whether the stipulations specified in Section 2 have been satisfied or not will be competent authority who will act as an Architect Provided that the Developers shall be entitled to reasonable extension of time for giving delivery of flat on the aforesaid date, is the completion of building in which the flat is to be situated is delayed on account of:-

- i) non-availability/shortage of Steel, cement and/or other building material, water or electric supply;
- ii) War, civil commotion strike, lockout or act of God such as earthquake, floods and/or any other natural calamity and other cause beyond the control of the developers.
- iii) Any notice, court order, rule notification the Government and/or other public or competent authority, stalling / stopping / prohibiting construction.

13. It is specifically agreed that the present sale component building consisting "H" and "I" wing which is constructed is a part of composite building constructed alongwith wing "A" to "G" which is more particularly described in the Fourth Schedule hereunder written which is owned by MHADA. As per D. C. Rule 33(10) Appendix IV clause 1.11 lease of said land is being obtained in favour of the society which is being amalgamated by the three present societies i.e. Kurla Nehru Nagar Sai Seva Krupa SRA CHS Ltd., for Kurla Nehru Nagar Varsha Adarsh SRA CHS Ltd. and Santaji Dhanaji SRA CHS Ltd. of the slum dwellers. As per planning it is earmarked that wing "H" and "I" notionally segregated by compound wall and the occupiers and members of "H" and "I" will have separate access from public road and the occupiers and members of "A" to "G" wing have separate access from public road.

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penses necessary and incidental to the administration, management and maintenance of the said property and the said building and until the said property is transferred to any co-operative society, limited company or condominium of apartments, as the case may be. The purchaser shall pay to the Developers the proportionate share of outgoings as may be determined by the Developers. The purchaser further agrees that till the purchaser's share is so determined the purchaser shall pay to the Developers, the provisional monthly contribution of Rs. _____ /- per sq. ft. carpet per month towards such outgoings and taxes the amount so paid by the purchaser to the promoters shall not carry any interest and remain with the Developers till a conveyance or Deed of Transfer or Lease Assignment is executed in favour of any society, limited company or condominium of apartments as the case may be, subject to the provisions of section 6 of the Maharashtra Ownership Flats Act 1963 on such Conveyance/Lease/Assignment being executed the aforesaid deposits (less deductions provided for in this agreement/shall be paid over by the Developers to the society or limited company or condominium of apartments as the case may be. The purchaser undertakes to pay such provisional monthly contributions and such proportionate share of outgoings and charge regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever failing which interest @ 21% per annum shall be payable by the purchaser on such outstanding amount. The Developers shall also be entitled to increase or decrease the provisional monthly contribution payable by the purchaser.

19. The Purchaser along with the other purchasers of premises in the said building " Gulraj Heights" (Wing "H" and "I") shall join in forming and registering a company or condominium of apartments as the case may be and for that purpose also from time to time sign and execute applications for registration and papers connected and other documents necessary for formation of such society, limited company or condominium of apartments and to become member and sign and return all the documents including bye-laws within seven days of receipt thereof, time being of the essence so as to enable the Developers to register the organization of the under Section 10 of the Maharashtra Ownership Flats Act 1963 within the time limit prescribed by Rule 8 of Maharashtra Ownership Flats Act (Regulation of the promotion, construction, sale, and transfer) Rules, 1964. No objection shall be taken by the purchaser if any changes or modifications are in the draft bye-laws or

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the memorandum of association and articles of association as may be required by the Registrar of Co-operative Societies or Registrar of companies and in the condominium of apartments or Association of persons as case may be or any other authority competent in that behalf.

20. Upon the possession of the said premises being delivered to the purchasers he/she shall be entitled to use and occupy the said premises and he/she shall have no claim against the Developers in respect of any item of work in the said premises which may be alleged not to have been carried out or completed. The only liability of the Developers shall be the statutory liability under section 7 (2) of Maharashtra ownership of flats Act.

21. The purchaser shall take possession of the flat within 7 days of the Developers giving written notice to the purchasers intimating that the said/premises are ready for use and occupation.

22. Commencing a week after notice in writing is given by the Developers to purchaser that the premises/flats is ready for use and occupation, the purchaser shall be liable to bear and pay the proportionate share. (i.e. proportion to the floor area of the flat) of outgoing in respect of the said land and building namely local taxes, betterment charges or such other levies by the concerned local authorities and or Government, water charges, insurances common lights repairs and salaries to clerks, bill collections, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and buildings until the society/Limited Company/ any other association is formed and the said land and buildings transferred to them the purchasers shall pay to the builders such proportionate share of outgoing as may be determined. The purchaser further agree that till the purchaser's share is so determined the purchaser shall pay to the Developers provisional Monthly contribution of Rs.____/- per sq.ft. per month of the carpet area towards the outgoings. The amounts so paid by the purchaser to the Developers until the deed of conveyance is executed in favour of the society or the Limited Company as aforesaid. Subject to the provisions of the section 6 of the said Act, on such Deed of conveyance being executed, the aforesaid deposits less deduction provided for by this agreement shall be paid over by the Developers to the society or the Limited Company as the case may be. The purchasers undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th

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day of each and every month in advance and shall not withheld the same for any reason whatsoever. If within a period of one year from the date of handing over the flat to the flat purchaser the flat purchaser brings to the notice of the Developers any defect in the flat or the building in which the flats are situated or the material used therein or any unauthorized change in the construction of the said buildings/then whenever possible such defect or unauthorized changes shall be rectified by the developers at his own cost, and in case it not possible to rectify such defects or unauthorized changes then the purchaser shall be entitled to receive from the developers reasonable compensation for such defect or change.

23. The purchaser agree and shall be liable to pay from the date of receipt of the completion and/or occupation certificate as aforesaid the proportionate share as may be determined by the Developers towards all the outgoings in respect of the said property and the said building including insurance taxes, common lights, and alterations, salaries of the clerks, bill collectors, and incidental to the maintenance and up- the said society's property and the said building.
24. The purchaser shall maintain at his/her own costs the premises/flats agree to be acquired by him/her in the same good tenable condition and state and order in which it is delivered to him/her and shall not do and cause to be done anything in or the said building premises, staircase and common passage, which may be against the rules and shall abide by all the byelaws, and regulations of the Government, SRA and all other authorities and local bodies and shall attend to or answer and shall be reasonable for the compliance with the same.
25. If the building or any part thereof gets demolished and/or damaged on account of any act of God, such as enemy war or other caused beyond the control of the developers such losses incurred to the structures will be fully sustained by the purchaser alongwith the other purchasers and the Developers shall not be responsible for such losses. The purchasers shall have to make good the loss so sustained.
26. The purchaser shall not let, sell transfer, assign mortgage, change in any way encumber or deal with dispose off or part with his interest, possession or benefit of this agreement in the said premises or assign sub-let or part with his interest under the benefit of this agreement or any part hereof until all the

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dues payable by him to the Developers under this agreement are fully paid up and only if the purchaser is not guilty of breach of non observance of any of the terms and conditions of this Agreement and until the purchaser obtains prior written consent from the Developers. In the event of any such permitted transfer or assignment the purchaser shall pay to the Developers and or the said cooperative Housing society a transfer fee before the developer grants any such permission. Even after the formation of the society and transfer of the property to the society the Bye-laws of the society shall provide that no member shall transfer, let out or encumber his premises/flats or give it on leave and licence basis or part with the possession of the same without the previous consent in writing of the society.

27. The purchaser shall not be entitled to pay rebate and/or concession in the price of his/her premises/flats on account of the construction of the additional floors on the said building or buildings and or on account of changes alterations and additions made in the plans and/or to the said building or buildings.
28. If for any reason the Developers are unable or fail to give possession of the said premises to the flat holder within the date specified in clause (12) above or within any further date or dates as may be mutually agreed to by and between the parties hereto, then and in such case, the flat holder shall be entitled to give notice to the Developers terminating the agreement to the flat holder the aforesaid amount of deposit and the further amount if any, that may have been received by the Developers from the flat holder as installment 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. Neither party shall have any other claim against the other in respect of the said premises or arising out of this agreement and the developers 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 Developers may deem fit. If as a result of any legislative order or Regulation or direction of Government or Public authorities the developers are unable to complete the aforesaid building and/or to give possession of the said premises to the flat holder, the only responsibility and liability of the Developers will be to pay over to the flat holder and the several other persons who have purchased or who may purchase hereafter the said premises and other portions in the said building the total amount (attributable to the said premises) that may be received by the Developers at the time and in

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the manner as may be received by the Developers pursuant to such legislation, and save as aforesaid neither party shall have any right or claim against the other under or in relation to this agreement of otherwise whatsoever.

29. The Purchasers shall not be entitled to claim a partition of his/her share in the said property and/or the said building and the same shall always remain undivided and impartable.

30. The purchaser along with other purchaser of premises in the building shall join in forming and registering the society to be known as Gulraj Heights Co. op. Hsg. Ltd. (Proposed) (Wing "H" and "I") or any other association and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation of the registration of the society and for becoming a member, including the bye-laws of the proposed society and duly filled in signed and returned to the developers within 7 days of the same being forwarded by the owners of the flat purchaser so as to enable the owners to register the organization of the flat purchasers under section 10 of the Maharashtra ownership flats (Regulation of the promotion of construction sale, Management and Transfer) 1964. No objection shall be taken by the purchaser if any changes or modification are made in the draft bye-laws as the case may be or any other competent Authority.

31. Unless it is otherwise agreed to by and between the parties hereto the Developers shall, within four months of Registration of the society, as aforesaid causes to be transferred to the society, all the right, and title and the interest of the original owner/and/or the owners the said land described in Schedules hereunder written together with the building/s by obtaining or executing the necessary Deed of Conveyance / Lease Deed of the said land or to the extent as may be permitted by the authorities and the said building in favour of such society, as the case may be such deed of conveyance shall be in keeping with the terms and provisions of this agreement.

32. The purchaser hereby agrees and undertakes to be a member of the Co-operative Housing Society Ltd. or any other association to be formed in the manner herein appearing and also agree from time to time to sign and execute the application for registration and all other papers and documents necessary for the formation and registration of the society including the

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bye-laws of the proposed society and duly filled in, signed and return within 7 days (seven days) of the same being forwarded by the owners to the purchaser/s if changes or modifications are made in cooperative societies or other competent authority.

33. The flat purchaser shall before the delivery of possession of the said premises keep deposit with the Developers the following amounts. Such amounts shall not carry any interest to be paid on the execution of this Agreement.

- i. Rs. _____/- for legal charges.
- ii. Rs. _____/-for Application entrance fee of the society or limited company.
- iii. Rs. _____/- (non refundable) for proportionate share of incidental expenses, outgoings, and other charges.
- iv. Rs. _____/- (non refundable) for deposit of electricity and water connection.
- v. Rs. _____/- for proportionate share of taxes, maintenance and other charges.

34. The Developers shall utilize the sum of Rs. _____/- paid by the purchaser to the Developers as stated above in sub-clause (i) and (iii) for meeting all legal costs, and expenses including professional costs of the Attorney at Law/Advocates of the Developers in connection with formation of the said society or as the case may be the preparing its rules, regulations and byelaws and the cost of preparing the engrossing this Agreement and the conveyance.

35. The purchaser/s himself / themselves with intention to bring all persons in whosoever hands the premises may come, both hereby covenant with the Developers as follows :-

- a) To maintain the premises at purchaser's own cost a good and tenable repair and condition from the date of possession of the premises is taken and shall not do or suffered to be done anything in or to the building in which the premises is situated, staircase or any passage which may be against the rules, regulation or bye-laws of concerned local or any other authority or change/alter or make or make addition in or to the building in which the premises is situated and the premises itself or any part thereof.

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- b) Not to store in the premises any goods which are of hazardous combustible or dangerous nature or prohibited by law 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 packages whose upper floors may damage or likely to damage the staircase, common passages or any other structure of the building in which the flat is situated, including entrances of the building in which the premises is situated or premises on account of negligence or default of the purchaser in this behalf, the purchaser shall be liable for the consequences of the breach.
- c) To carry at his own cost 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 Developers to the purchasers and shall not do or cause to be done anything in or to the building in which the premises is situated or the premises which may be given the rules and regulations & bye-laws of the concerned local authority or other public authority. And in the event of the purchaser committing any act in contravention of the above provision, the purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the or any part thereof, not at any time make or cause to be made any addition or alteration of whatever nature in or to the premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the premises is situated and shall keep the portion, sewers, drains pipes in the premises and appurtenances thereto in good tenable repair and condition and the particular, so as to support shelter and protect the other parts of the building in which the premises is situated and shall not damage or in any manner damage the columns, beams, walls, slabs or RCC, or other structural members in the premises without the prior written permission of the Developers and/ or the society or the limited company.
- e) Not to do or permit to be done any Act of thing which may render void or voidable any insurance of the said land and the building in which the

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premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- 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 lands and the building in which the premises is situated.
- g) Pay to the Developers within 7 days of demand by the Developers, his share of security deposit, by concerned local authority or Government for giving water, electricity or any other service connected to the building in which the premises is situated.
- h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, are imposed by the concerned local authority and/or Government and/or other public authority, account of change of user of the flat by the purchasers, Viz. user for any purposes other than for residential purpose.
- i) The Purchaser shall have no claim save and except in respect of the premises hereby agreed to be acquired. All open spaces, lobbies, staircases, etc. will remain the property of the Developers, until the whole property described in Schedules hereunder written is transferred to the proposed Co-operative Housing Society or an Incorporated Body as hereinafter mentioned but subject to the rights of the Developers as mentioned herein. It is thereby agreed that the Developers shall be entitled to sell any premises in the said building for the purpose of using the same as restaurants, Exhibition Hall, Party Hall dispensaries, nursing homes and/or maternity homes, coaching classes, banks and for any other business purposes and the purchaser shall not object to the user of such premises for the aforesaid purpose by the Purchaser thereof.
- j) The Purchaser shall not let, sub-let, transfer, assign or part with purchaser interest or benefit under this agreement or part with the possession of the premises until all the dues payable by the purchaser to the builder under this Agreement are fully paid up and only if the flat purchaser had not been guilty of breach of or non-conversance of any of the terms and conditions of this agreement and the purchaser has intimated in writing to the Developers.

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- *****
- k) The purchaser shall observe and perform all the rules, and regulations which the society or the limited company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the premises therein & for the observance & performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government other public bodies.
 - l) The purchaser shall also observe and perform all the stipulations and conditions laid down by the society/limited company regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses and/or other out goings in accordance with the terms of this Agreement.
 - m) Till conveyance Deed / Lease Deed of building in which premises is situated is executed the purchaser shall permit the Developers and their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said land and building or any part thereof to view and examine the state and condition thereof.
 - n) The right of the purchaser is restricted to the premises agreed to be sold to him by the Developers as per the plans annexed hereto and the purchaser shall not be entitled to claim any right to any open space or passage, staircase or any other area in the proposed building "Gulraj Heights" (Wing "H" and "I") or any other space surrounding the said building in any manner whatsoever.
 - o) Neither the purchaser nor any body/corporation or any co-operative society, limited company, of apartments, shall be entitled to demand or levy any amount more than Rs. _____/- per month as in respect of the said terrace/open spaces/projections of all floor levels/terraces or any other terraces on any floors, which exclusively may be or are retained by the promoters or their nominee/s and neither the purchaser nor any cooperative society, limited company or condominium of apartments of purchasers of premises/flats in the said building " Gulraj Heights" (Wing "H" and "I") shall be entitled to claim the said terrace/projections at any floor levels, including the

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p) The Developers has informed the purchaser that they intend to develop the said property more particularly referred to in the Fourth schedule hereunder written, in a phased programme. The purchaser hereby gives his express consent for the said phased development of the said property and agrees and undertakes, not to complain for any inconvenience or loss that may be caused to him/her/they by virtue of the Developers developing the said property, more particularly referred to in the Fourth Schedule hereunder written, in a phased manner.

q) The purchaser shall not at any time cause or permit any public or private nuisance in or upon the said flat, building, the said property and/or the said larger property or part thereof or do anything which shall cause any annoyance, inconvenience, suffering, hardship or disturbance to the Developers or to the occupants of the neighboring properties.

36. Sums received by the developers deposit, sum received on account of the share capital for the promotion of the cooperative society or towards the outgoings, legal charges and shall utilize the amounts only for the purpose for which they have been received.

37. The Purchaser hereby expressly consents to the Developers re-designing building or passages and such other area or areas which the Developers may desire to realign and re-design and the Purchaser confirms that the Developers will be entitled to utilize any F.S.I. may be available on the said property or any part thereof or any adjoining other property or properties as the case may be and until the entire F.S.I. available on the said property and any other adjoining or other properties is duly utilized by the Developers and until all the flats, shops, garages, stilt, parking space, spaces and other tenements in the building are sold, the Developers shall not till then be bound and shall not be called upon or required to form any co-operative society, limited company or condominium of apartments, as the case may be and the purchaser agrees and irrevocably consents not to have any demand or dispute or objection in that behalf.

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