

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai on this ____ day of _____ 2014 **BETWEEN M/S. M. & M. CONSTRUCTIONS** a Partnership firm through its Partner **SHRI MANISH MAHESH DHOLAKIA**, having their office at 302, Sharda Chambers, 15, New Marine Lines, Mumbai - 400 020, hereinafter referred to as the **"OWNERS/DEVELOPERS/PROMOTERS"** (which expression shall unless is be repugnant to the context or the meaning thereof mean and include their partner or partners for the time being, their heirs, executors, administrators, assigns) of the One Part: **AND SHRI/SMT./M/s.** _____

_____ of Mumbai Indian Inhabitants at present residing or having his/her their office at _____

hereinafter called the **"PURCHASER'S"** (which expression shall unless it be repugnant

to the context or the meaning thereof mean and include his/her/their heirs, executors, administrators and assignees) of the part.

WHEREAS one Mr. Prabhakar Purshottam Dahanukar was the Owner and/or otherwise seized and possessed of all that piece or parcel of land lying being and situate at M.G. Road, Dahanukar Wadi, admeasuring 1501.90 Sq. Mtrs. or thereabouts with the messuages tenements or dwelling house known as 'Dahanukar Chawl', standing thereon which is bearing C.T.S.No.960, 960 1 to 18 of Village Kandivli, in the Island and registration Sub-District and District of Mumbai City and Mumbai 'R' South within

the limits of Mumbai City. The said property is fully tenanted and the structures are occupied by the respective tenants and the tenants were enjoying the occupation and possession of their respective premises and were paying the rent of their respective Room/premises to the said Prabhakar Purshottam Dahanukar; and said Prabhakar Purshottam Dahanukar was paying the Taxes and Outgoings to the Corporation and other concerned authorities. (more particularly described in the first schedule hereunder written (hereinafter referred to as "the said Property").

AND WHEREAS by virtue of Deed of Conveyance dated 29th December 2004 executed between said Shri Prabhakar Purshottam Dahanukar therein called as the Vendor of the First Part and the Owners/ Developers/Promoters herein therein called as the Purchasers of the Second Part. The said Conveyance is duly registered with the office of the Sub-Registrar of Assurances at Bandra under Serial No.BDR-11-00392 of 2004; whereby the Vendor therein sold, transferred, assigned and conveyed the said property together with the structures standing thereon, more particularly described in the Schedule thereunder written as also in the Schedule hereunder written, to the Owners/Developers/Promoters herein, for the price and on the terms and conditions contained therein.

AND WHEREAS in pursuance to the said Conveyance dated 29th December 2004 executed by said Shri Prabhakar Purshottam Dahanukar in favour of the Owners/Developers/Promoters herein, the Owners/ Developers /Promoters became the absolute Owners of the under mentioned property.

AND WHEREAS the Owners/Developers/Promoters have decided to develop the said property more particularly described in the schedule hereunder written as per the permissions/orders obtained from the Mumbai Municipal Corporation under I.O.D. No. EB/CE/CHE/A-3478/BP(WS)/AR dated 28/9/2004 and sanctioned plan by the Brihan Mumbai Municipal Corporation and have further obtained Commencement Certificate for the construction of proposed building thereon.

AND WHEREAS the Owners/Developers/Promoters have entered into a standard Agreement with M/s. Devang R.Mody, an Architect registered with the council and the same is as per the Agreement prescribed by the council of Architecture, whereby the Architect appointed as the Structural Engineer for the preparation of structural design and drawing of the building and the Owners/Developers/Promoters accept the professional services and supervisions as the structural Engineer till the completion of the building.

AND WHEREAS pursuant to the amended sanctioned plans dated _____ the Owners/ Developers/Promoters herein are constructing the new building known as **"MAHESH RESIDENCY"** (now known as **"TANDICE"**) will be constructed on the property described in the Schedule.

AND WHEREAS the Owners/ Developers/ Promoters have entitled to sell the entire basement along with the the flats/commercial area/ shops and the open parking space on Ground floor in the said building to be constructed on the said land and to

enter in to the Ownership Agreements with the prospective Purchasers of the flats /premises/offices/units/ commercial area/ shops/garages/parking space as well as the open parking space and the entire basement and to receive the sale price thereof.

AND WHEREAS as per the terms of the I.O.D. dated 20th September 2004, there is a Municipal dumping ground in the closed vicinity of the said property.

AND WHEREAS the Purchasers demanded from the Owners/Developers/ Promoters and the Owners/ Developers/ Promoters have given to the Purchaser inspection of all the documents of title relating to the said property, permission issued by the Additional Collector and Competent Authority under provisions of the Urban Land (Ceiling & Regulation) Act. 1976, the building plan, design and specifications prepared by the Owners/Developers Architect and such other document as specified under the Maharashtra Ownership Flats (Regulations of permission of construction, sale, management and transfer) Act, 1965 (hereinafter referred to as " the said Act" and the rules made there under).

AND WHEREAS the title of the under mentioned property has been given for investigation to M/s. Gaonkar & Company, Advocates & Solicitors and the title Certificate in respect of the Owners/Developers/ Promoters property has been issued. The Purchasers/ has/have inspected and accepted the title. The Owners/ Developers/ Promoters to the under mentioned property as clear, marketable and free from encumbrances and also the building plan, specification, design, elevations and the detail of the said building on or before the execution of this Agreement.

AND WHEREAS the Owners/Developers/ Promoters have decided and agreed to commence the construction of the building on said Property consisting of residential flats/premises/offices/shops/commercial center /units/garages/ parking

spaces with a view to sell the same on ownership basis strictly as per the terms and conditions mentioned in the documents and various order and permission.

AND WHEREAS this Agreement for sale, is for the sale of flats/premises/offices/shops/commercial center /units/garages/ parking spaces mentioned herein which has been entered into subject to terms and conditions of the documents mentioned in this Agreement referred hereinabove and the terms and conditions as may be imposed by the Brihan Mumbai Municipal Corporation or any variation and/or modification and/or amendments as may be agreed upon by Owners /Developers/Promoters and Brihan Mumbai Municipal Corporation or other public and Government Authority from time to time.

AND WHEREAS the Purchasers hereby declare that before execution of this Agreement the Owners/Developers/Promoters have made full and complete disclosure and Purchasers/has/have taken full and free inspection of particulars and disclosure interalia of the following:

- a) Nature of Owners/Developers/Promoters title to the said property and encumbrances if any thereto along with all relevant documents.
- b) All plans and specifications to be approved and sanctioned by the Mumbai Municipal Corporation for construction of the said building or buildings upon the said property.
- c) Nature and particulars of fixtures, fittings and amenities provided or to be provided in the buildings to be constructed on the said property.
- d) All particulars of design and materials to be used in constructions of the buildings on the said property.
- e) The nature of organization of person to be constituted and to which the title is to be passed being either a Co-operative Society governed by the provisions of the Maharashtra Co-operative Societies Act 1960 or a private Limited Company to be governed by the provisions of the companies Act, 1956 and/or by the provisions of Owners Association to be governed by the Maharashtra Apartment Ownership Act, 1970.
- f) The various amounts that are to be paid interalia towards the ground rent, revenue assessment, Municipal and other taxes and water and electricity charges, including water deposits and electricity deposits as are for the time being in force.

AND WHEREAS the Purchasers hereby declares that after reading and having understood the contents of the aforesaid documents and all the disclosures made by Owners/Developers/Promoters the Purchasers with full knowledge thereof has entered into this Agreement.

AND WHEREAS under the said circumstances Owners/Developers/Promoters have now the sole and exclusive right to sell and dispose off the tenements/flats/offices/shops/commercial center/premises/units/garages/parking space on ownership basis in the said building and to enter into and Agreement with the intending Purchasers of such tenements flats /offices/shops/commercial center/premises/units/garages/parking space and to receive the sale price thereof.

AND WHEREAS all the relevant Annexures , documents and permissions showing the nature of the title of the Owners/Developers/Promoters to the land on which the building is to constructed are annexed hereto as under:

ANNEXURE- 1. INSTALMENT PAYMENTS AS PER CLAUSE NO.1

ANNEXURE- 2. LEGAL CHARGES AS PER CLAUSE NO. 16

ANNEXURE- 3. CONVEYANCE CHARGES AS PER CLAUSE NO.14

**ANNEXURE- 4. FLOOR PLAN DULY COLOURED WITH RESPECT TO THIS
FLAT/PREMISES/OFFICES/SHOPS/COMMERCIAL CENTER/
UNITS / GARAGES / PARKING SPACE.**

ANNEXURE- 5. PROPERTY REGISTERED CARD

ANNEXURE- 6. URBAN & LAND CEILING ORDER

ANNEXURE- 7. TITLE CERTIFICATE

ANNEXURE- 8. INTIMATION OF DISAPPROVAL

ANNEXURE- 9. COMMENCEMENT CERTIFICATE

**ANNEXURE- 10. COMMON AND SPECIFIC AMENITIES TO BE
PROVIDED IN THE BUILDING.**

AND WHEREAS the Purchasers after satisfying themselves/herself/himself agree to purchase the flat/ premises/offices/shops/commercial center/units/garages/parking spaces No. _____ on _____ Floor, Wing “ ____ ” admeasuring _____ sq. ft. Carpet Area,i.e.,_____ sq. ft. Built-up Area in the building known as “**MAHESH RESIDENCY**” (now known as “**TANDICE**”) at or for the total price of Rs._____/ - (Rupees _____ only) being the payment of the sale price of the flat/premises/offices/shops/commercial center /units/Garages agreed to be sold by the Owners/Developers/Promoters to the Purchasers and the Purchasers have agreed to pay the Owners/Developers/Promoters the sale price in the manner hereafter contained.

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

- 1) The Purchasers shall purchase and Owners/Developers/Promoters shall sell on what is commonly known as Ownership Basis the said Flat bearing No. _____ on the _____ Floor, “ _____ “Wing admeasuring_____ sq.ft. Carpet Area,i.e.,_____ sq.ft. Built-up Area in the building known as **“MAHESH RESIDENCY” (now known “TANDICE”)** at or for the total price of Rs._____/-(Rupees _____as the total purchase

price of the said flat as shown in the floor plan annexed herewith as Annexure-4 out of which TOTAL Rs._____/-(Rupees _____ only) is paid by the Purchasers to the Owners Developers/Promoters on execution of these presents and the Purchasers agrees to pay the balance amount of Rs._____(Rupees _____ only) in accordance with the installments, as mentioned in the Annexure 1 annexed herewith.

- 2) The Owners/Developers/Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by the concerned local authority at the time of sanctioning the said plan or thereafter and shall, before handing over possession of said flats/premises/offices/shops/commercial center/ units / garages/parking space to the Purchasers obtains from the concerned local authority occupation and/or completing certificate in respect of the said flats/premises/ offices/shops/commercial center /units/garages/ parking spaces.

- 3) It is agreed by and between the parties that the terrace on the said **“MAHESH RESIDENCY” (“TANDICE”)** building shall always belong to the Owners /Developers /Promoters and they shall be entitled to deal with and dispose of the same in such manner as they may deem fit. The Owners /Developers /Promoters may at their discretion shall sell the right of terrace for putting up hoardings, Display Advertisements, Erection and Installation of to be paid and other Communications Relaying Stations and for that purpose the Owners /Developers /Promoters at their own discretion put up hoardings and display advertisements with various devices, erect and install 1] Cellular Telecommunications Relay Station 2] Radio Pager Relay Station, 3] and other Communications Relaying Stations and for that purpose install antennae, boosters and other equipment on terrace of the said **“MAHESH RESIDENCY” (“TANDICE”)** even after the Society is Registered and the Building affairs are manage by the Committee or the Society.

4) It is expressly agreed and understood by and between parties hereto that any additional F.S.I. being granted to the Owners/Developers/Promoters from the Municipal corporation of Greater Mumbai for construction of flats the same shall be utilized by the Owners/Developers/Promoters on the Terrace of the top most floor to be sold in the market by the Owners/Developers/Promoters constructed by them on the terrace together with the terrace to such persons and at such rate and on such terms and conditions as Owners/Developers/Promoters may deem fit. The Purchaser hereby give his/their irrevocable consent to the Owners/Developers/Promoters to construct such units on additional floors on the terrace in accordance with the plan sanctioned by the Municipal Corporation of Greater Mumbai without any hindrance or obstruction from the Purchasers. The Society when formed after the sanction of such additional floors shall not be entitled to any consideration in respect of the allotment/sale of Units in the additional floors constructed by the Owners/Developers/Promoters if the society is formed and registered when such building plans have not been sanctioned shall pass appropriate resolution at its first General Body Meeting which will confirm the right and authority of the Owners/Developers/Promoters to construct such flats on the additional floors through utilization of the said balance F.S.I. as sanctioned by the Municipal Corporation of Greater Mumbai. The Purchasers of flats/premises/offices/shops/commercial center / Units/garages / parking space in the additional floors shall pay their share of Municipal Taxes and Maintenance Charges and other Outgoings on the same basis. This shall operate as an irrevocable Consent of the Purchasers to the Owners/Developers/Promoters under section 7 of Maharashtra Ownership Flats Act, 1963 for carrying out such changes in the building plans. The Terrace on the Topmost floor will be in exclusive use, enjoyment, occupation and possession with the Owners/Developers/Promoters until the balance F.S.I. IS FULLY UTILIZED BY THE Owners/Developers/Promoters by constructing flats/premises/ offices/shops/commercial center /units/garages /parking space in the additional floors.

5) The Owners/Developers/Promoters have informed the Purchasers and the Purchasers are aware of the Owners/Developers/Promoters propose to develop the said property by construction of the building (hereinafter referred to "the said building"). The Owners/Developers/Promoters may as required by the concerned authorities and/or in their (i.e the Owners/Developers/Promoters) absolute discretion from time to time vary, amend and/or alter the plans or amenities of the entire property as mentioned in Schedule or the building plans in respect of such building. As part of such variations, amendment in the plans Owners/Developers/Promoters may also construct additional independent structure on the said property and/or additional wing and/or additional

construction by way of extension or one or more wings to the proposed building. The Society when formed after the sanction of such additional construction shall not be entitled to any consideration in respect of the allotment/sale of Units. The Purchasers hereby irrevocably agrees and gives his/her/their consent to the Owners/Developers/Promoters for carrying out amendments, alternations, modifications and/or variations to the site plan in respect of the said property for construction of independent additional structure thereon building plans in respect of one or more building to be constructed (Whether or not envisaged at present and/or in respect or building now under construction on the said property as aforesaid). If the Society is formed and registered when such building plans have not been sanctioned shall pass appropriate resolution at its first General Body Meeting which will confirm the right and authority or the Owners/Developers/Promoters to construct and carry out amendments. Alternation, modifications and/or variations to the site plan in respect of the said property for construction of independent additional structure thereon building plans in respect of one or more building to be constructed (Whether or not envisaged at present and/or in respect or building now under construction on the said property as aforesaid such flats on the additional floors through utilization of the said balance F.S.I. as sanctioned by the Municipal Corporation of Greater Mumbai. The Owners/Developers/Promoters shall accordingly be entitled to develop the said property in a manner to be determined from time to time in the plan in respect of the said property and/or in the building plans of said building to be constructed as aforesaid. The Purchasers hereby agrees to give all the facilities and assistance to the Owners/Developers/Promoters may request from time to time after the Owners/Developers/Promoters shall have delivered the possession of his/her/their premises to the Purchasers so as to enable the Owners/Developers/Promoters to complete the development of the said property in the manner that may be determined by the Owners/Developers/Promoters.

6) It is hereby expressly agreed that at the time of payment of the purchase price shall be the essence of the contract. In the event of the Purchasers making default in payment of the purchase price Owners/Developers/Promoters shall be entitled at its own option to terminate the Agreement and in that event the sum of Rs. _____/-(Rupees _____ only) being the earnest money paid hereunder by the Purchasers shall be forfeited and balance if any shall be refunded to the Purchasers by the Owners/Developers/Promoters without interest and the Owners/Developers/Promoters will be entitled after the termination of this Agreement to sell and/or dispose off the said flats/ premises/ offices/shops/commercial center/units/garages/ parking spaces in favour of third party and the Purchasers herein will have no right to object to such sale/dispose off

the said flats/premises/offices/shops/commercial center /units/garages/ parking spaces by the Owners/Developers/Promoters provided Always that the power of termination hereinbefore contained shall not be exercised by the Owners/Developers/Promoters unless and until the Owners/Developers/Promoters shall have given to the Purchasers 30 days prior notice in writing of its 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 Purchasers in remedying such breach or breaches within a reasonable time after the giving of such notice.

7) Without prejudice to the above the Owners/Developers/Promoters have other rights under this agreement and/or in law, the Owners/Developers/Promoters may at their own option accept from the Purchaser the payment of the defaulted installments on the Purchasers paying to the Owners/Developers/Promoters interest on the defaulted installments @ 18% per annum for the period of which the payment may have been delayed.

8) The possession of the said premises shall be given by the Owners/Developers /Promoters on or before the ____day of _____subject to the availability of cement, steel, water, for construction or other building materials and subject to strike, civil or communal riot or any act of God such as earthquake, floods or any other natural calamities and act beyond the control of the Owners/Developers/Promoters. The Owners/Developers/Promoters shall not be held responsible if the delay is due to genuine technical difficulties in obtaining permissions and orders from the various Government and some Government departments then in that event the Owners/Developers/Promoters shall be entitled to give the possession on any extended date then the date specified herein. If the Owners/Developers/Promoters shall fail to give possession of the said flat on the aforesaid date and/or such further date as extended for reasons stated herein then it shall be at the option of the Purchasers to terminate this Agreement in which event the Owners/Developers/Promoters shall refund to the Purchasers all the moneys paid by the Purchasers to the Owners/Developers/Promoters herein together with the simple interest @ 9% per annum from the date of the receipt of the respective amounts received by the Owners/Developers/Promoters and until such amount is refunded such interest shall be charged on the said flat together with the construction (if any) thereon to the extent of the amounts due to the purchasers provisions of this clause shall be subject to what is provided in section 8 of the Maharashtra ownership flat Act 1963 PROVIDED THAT the Owners/Developers/Promoters shall be entitled to reasonable extension of time for

giving delivery of the said flat on the aforesaid date if the completion of building in which the said flat is to be situated is delayed on account of.

- i) Non-available of steel cement copper building materials water or electric supply
- ii) War civil commotion or act of God:
- iii) Any legislation order rules notice orders of courts notification of the Government and/or other public or competent authority:
- iv) force major or other causes beyond the control of the company including strikes by the workers, employees or labors or the Owners/Developers/Promoters or the contractors or suppliers.

9) The Purchasers shall take possession of the said flats/premises/offices/shops/commercial center /units/garages/ parking spaces immediately for the use and occupation when it is ready for use or occupation and if within a period of one year from the date of possession the Purchasers brings to the notice of the Owners/Developers/Promoters any defect in the said flats/premises/ offices/ shops / commercial center/units/garages/ parking spaces is situated other material used therein or the unauthorized change in the construction of the said building in which the said flats/ premises/offices/shops/commercial center/units/garages/ parking spaces is situated or the material used therein unauthorized change in construction of the said building then where ever possible such defect or unauthorized change shall be rectified by the Owners/Developers/Promoters at their own costs. The Purchasers of the said flat/premises/offices/shops/commercial center /units/garages/ parking spaces shall be entitled to receive reasonable compensation payable in respect of such defect/change or which cannot be or is not rectified by the Owners/Developers/Promoters the matter shall, within a period of 1 year from the date of handing over the possession be referred to the decision of the authority specified in sub-section (2) of the section 7 of Maharashtra Ownership flat act. 1963.

10) The Purchasers shall use the said flats/premises/offices/shops/commercial center /units/garages/ parking spaces for the purposes for they are assigned for and in any case in accordance with the use permissible by the Mumbai Municipal Corporation.

11) Commencing week after notice in writing is given by the Owners/Developers/Promoters to the Purchasers that the said flats/premises/offices/shops/commercial center /units/garages/ parking spaces is ready for use and occupation , the Purchasers shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area purchased) of the outgoing in respect of the said land, buildings namely local taxes, betterment charges or such other charges/taxes levied by the concerned authority and/or salaries of clerks, bill

collectors, chowkidars sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and buildings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchasers shall pay to the Owners/Developers/Promoters provisional monthly contribution of Rs._____/ -per month, towards the outgoing. Amounts so paid by the Purchasers to the Owners/Developers/Promoters shall not carry any interest and remain with the Owners/Developers/Promoters until conveyance is executed in favour of the society as aforesaid, subject to the provisions of section 6 of the said act on such conveyance being executed the aforesaid deposits less deductions provided for agreement shall be paid over by the Owners/Developers/Promoters to the Society as the case may be. The Purchasers undertakes to pay such provisional monthly contribution and such proportionate share of outgoing regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

12(a) The Owners/Developers/Promoters hereby agree that it shall before handing over possession of the said flat to the Purchasers and in any event before execution of a Conveyance of the said property in favour of the federal society to be formed of acquirers of flats/shops/ offices/commercial center/units/ garages/premises parking spaces in the buildings under construction and/or to be constructed on the said property and on the said land in phase I/II/III Phase make full and true disclosure of the nature of the Owners/Developers/Promoters title to the said property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said property and shall, as far as practicable, ensure that the said property is free from all encumbrances and that the Owners/Developers/Promoters have absolute clear and marketable title to the said property as to enable it to convey to the Federal Society such absolute clear and marketable title on the execution of a conveyance of the said property by the company in favour of the Federal Society.

(b) The Owners/Developers/Promoters shall execute in favour of the Federal Society to be formed by the Purchasers of flats/shop/ offices/commercial center/units/ garages /premises /parking spaces a Deed of Conveyance granting and transferring the said property and the said building.

13) The Purchasers herein along with the other Purchasers of the tenements in the said building agrees and undertakes that, in the event of Owners/Developers/Promoters decides to form a Co-operative society as provided hereinabove then in such event the Purchasers shall join in the formation and registration of the Society to whom the Conveyance of the said property together with building will be made by the Owners/Developers/Promoters and for this purpose from time to time sign and

execute applications form for registration purpose and/or membership and other papers and documents that may be necessary in the formation and registration of the society duly filed in and signed by them to the Owners/Developers/Promoters within 10 days of the intimation by the Owners/Developers/Promoters. No objection shall be raised to the changes in the Bylaws as may be required by the registrar of Co-operative Society and or other concerned authorities. The Purchasers shall bound from time to time to sign all the papers and documents and all other deeds as the Owners/Developers/Promoters require from him/her/them to do from time to time for safe guarding the interest the interest of the Owners/Developers/Promoters and Purchasers of other premises in the said building to enable the Owners/Developers/Promoters to register the Society as per the provisions of Section 10 of the Maharashtra Ownership Flats act and Rules framed there under. The Owners/Developers/Promoters shall propose the Model Bye-laws for the proposed Society. The Purchasers shall pass the necessary resolution confirming the right of the Owners/Developers/Promoters to carry out additional construction work on the said building as also to construct additional building or floor and structures on the said property by acquiring the additional transfer of Development rights /set back F.S.I. / additional F.S.I. sanctioned by M.C.G.M / any F.S.I. granted by M.C.G.M under any D.C.Rules & Regulations or under any Scheme of Proposal or Policy or under section of M.C.G.M. rules. and using the same on the building construction thereon and also confirming the right of the Owners/Developers/Promoters to sell on ownership basis other premises in the said buildings.

14) At the time of execution of this Agreement of the said flat the Purchasers shall pay to the Owners/Developers/Promoters , of stamp duty and registration charges and all other costs, charges and expenses as mentioned in the Annexure -3 hereto payable on the conveyance or any documents or instruments of transfer in respect of the said property and the building to be executed in favour of the Federal Society as well as the costs of preparing engrossing stamping and registering all the agreements and writings or any other documents and instruments as may be required to be executed including the charges of Advocates & Solicitors M/S. GAONKAR & CO., . It is also expressly agreed that the amount mentioned herein in Annexure-3 is the tentative amount payable by the Purchasers to the Owners/Developers/Promoters and may vary at the time of actual execution of Conveyance and such increarrent charges shall be paid by the Purchasers to the Owners/Developers/Promoters before the execution of the Conveyance in favour of the Society and the Owners/Developers/Promoters shall not be unable to contribute any amount in respect thereof.

15) The Owners/Developers/Promoters shall within 4 months of the registration of the Society of the Purchasers of tenements in the said building cause conveyance to be executed in favour of such Society in respect of the structures constructed thereon.

16) The Purchasers shall on execution of this Agreement for of the said flats/premises/ offices/shops/commercial center /units /garages/ parking spaces keep deposited with Owners/Developers/Promoters following amounts: -

- a. **Rs. 1,001/- (Rupees One Thousand & One only)** share money, application entrance of the Society:
- b. **Rs. 10,000/- (Rupees Ten Thousand only)** for formation and registration of the Society:
- c. **Rs. 25,000/- (Rupees twenty five thousand only)** for proportionate share of taxes and other charges:
- d. **Rs. 10,000/- (Rupees Ten thousand only)** for legal charges of this Agreement.
- e. **Rs. _____/- (Rupees: _____ only)** for Electric Meter, Water Charges, Municipal Taxes, etc.,
- f. **Rs. _____/- (Rupees: _____ only)** as Infrastructure Charges
- g. **Rs. _____/- (Rupees: _____ only)** for Development Charges.
- h. **Rs. _____/- (Rupees _____ only)** for Maintenance Deposit.

Total: Rs. _____/- (Rupees _____ Only)

17) The Owners/Developers/Promoters shall maintain a separate account in respect of the sums received from the Purchasers towards the advance or deposit, sums received on account of the Share Capital for the formation of the co-operative Society /limited company and utilize the sum so paid by the Purchasers to the Owners/ Developers/ Promoters for meeting all legal costs, charges and expenses in connection with formation of the said Society or Limited Company preparing its rules, regulations and bye-laws of the society on behalf of the Purchasers .

18)The Owners/Developers/Promoters shall utilize the sum of money as mentioned in the Annexure-2 hereto paid by the Purchasers to the Owners / Developers for meeting all legal costs, charges and expenses including professional costs of the Solicitors / Advocates of the Owners/ Developers/ Promoters in connection with formation of Co-

operative Housing Society / the federal Society, preparing their constitution Rules, Regulations and Bye-laws or other documents and instruments. In respect of the above the Owners/Developers/Promoters shall not be liable to render any account.

19)The Owners/Developers/Promoters shall in respect of any amount remaining unpaid by the Purchasers to the Owners/Developers/Promoters under the terms and conditions of this Agreement have a first lien and charge on the said flat agreed to be purchased by the Purchasers as long as the same shall remain unpaid.

20)The Purchasers for himself / herself / themselves with intention to bring all persons into whosoever hands the said flat/ premises / offices /shops / commercial center / units / garages/ parking spaces may come, dot hereby convenient with the Owners/Developers/Promoters as follows:

- a) To maintain the said flats/premises / offices/shops/commercial center / units / garages/ parking spaces at the Purchasers cost and in good tenantable repair and condition from the date of possession is taken and shall not do or caused to be done anything in or to the building in which the said flats/premises/ offices/shops/commercial center/units/garages/ parking spaces staircase or any passage in the building are situated which may be against the rules, regulations, bye-laws or concerned local or any other authority and shall not change / altar or make addition in or to the building in which the said flats / premises /commercial center/shops/offices/ units/ garages/ parking spaces is situated.
- b) Not to store in the said flats/premises/offices/shops/commercial center / units/garages/ parking spaces any goods which are hazardous, combustible or dangerous nature or are so heavy as to prejudice structure or the building in which the said flats/premises/offices/shops/commercial center/units/ garages/ parking spaces is situated or storing of which goods is objected to by the concerned local or any 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 area or any other structure of the building in which the said flats / premises / units / garages is situated and in case if any damage is caused to building or the said flat/ premises /offices/shops/commercial center / units / garages/ parking spaces then the Purchasers as the case may be shall be liable for the consequences.
- c) To carry only at his /her/ their own costs all internal repairs and maintain the said flats / units / garages/shops/offices/units/commercial center/parking space in the same condition state and manner in which it was delivered by the Owners/Developers/Promoters to the Purchasers and shall not do or cause to be

done anything to the building in which the said flat/premises/offices/shops/commercial center /units / garages/ parking spaces is situated or which may be against the rules, regulations, and bye-laws of the concerned local authority or other public authority in the event of the Purchasers committing any contravention of the above provision, the Purchasers shall be responsible and liable for the consequence thereof.

- d) Not to demolish or cause to be demolished the said flat/premises/offices/shops/commercial center/units / garages/ parking spaces or any part thereof not at any time make or cause to be made any alteration of whatever nature in or to the said premises and shall keep the portion, sewers, drain pipes and appurtenances thereto in good tenantable condition and in particular so as to support shelter and protect the other parts of the building in which the said flat/premises/offices/shops/commercial center/units/garages/ parking spaces is situated and shall not chisel or in any other manner damage the columns, beams, wells, slabs or R.C.C. partition or other structural members in the said premises without the prior written permission of the Owners/ Developers/ Promoters.
- e) Not to do or permit to be done any act or thing which may render, void or voidable any insurance of the said land and the building shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, Rags garbage or other refuse / permit the same to be thrown from the said flat/premises/offices/shops/commercial center /units/ garages/ parking spaces in the compound or any portion of the said property and the building in which the said flat/premises/offices/shops/commercial center/units/garages/ parking spaces is situated.
- g) Not to lodge any complaint or arise any grievances about the nuisance if any being created by virtue of the Municipal dumping ground in the closed vicinity of the said property and shall strictly adhere to this condition for themselves as well as for their heirs, executors, administrators, transferees and assignees from time to time.
- h) The Purchasers shall not permit the closing of the niches or balconies or make any alteration in the outside elevations and outside color scheme of the said premises to be allotted to him/her/them.
- i) Pay to the Owners/Developers/Promoters within 7 days of demand by the Owners/Developers/Promoters his / her /their share of security deposit and any amount demanded by the concerned local authority or Government or water,

electricity or any other service provided to the building and expenses for electric sub-station or any other charges demanded by the Owners/Developers/Promoters.

- j) To bear and pay all taxes, Water charges, insurance and other levies as may be imposed in respect of the said property and / or the said tenements by the concerned local authority and / or government as also for increases claimed therein on account of change of user or otherwise.
- k) The Purchasers shall not let, Sub-let transfer, assign or part with possession of the said flat/premises/offices/shops/commercial center /units / garages/ parking spaces purchased or the interest or benefit of this agreement to any other person or persons without the confirmation of the Owners/Developers/Promoters in writing.
- l) The Purchasers shall observe and perform all the rules and regulations which the Society / Limited company may adopt at its inception and the additions, alterations or any amendments thereof that may be made from time to time for protection and maintenance of the said building and the said flats/premises/ offices/ shops/ commercial center /units / garages/ parking spaces therein and for the observance and performance of the building rules, regulations and bye-laws for the time being imposed by the concerned local authority and Government and other public bodies. The Purchasers shall also observe and perform all the stipulations and conditions laid down by the Society / Limited company regarding the occupation and use of the said flats/premises/offices/shops/commercial center /units /garages/ parking spaces in the building and shall pay the contribution regularly and punctually towards the taxes, expenses and other outgoing in accordance with the terms of this Agreement.
- m) Till the conveyance of the building in which the said flats/premises / offices/ shops/ commercial center /units /garages / parking spaces is situated is executed in favor of the Society / Limited company the Purchasers shall permit the Owners/Developers/Promoters their surveyors and agents with or without workmen at all reasonable times to enter into upon the said property and buildings or any part thereof to view/examine the state and condition thereof.
- 21) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flats/premises/ offices/ shops/commercial center /units /garages/ parking spaces or of the said plot and building or any part thereof. The Purchasers shall have no claim save and except in respect of the said flat/ premises/ offices /shops / commercial center /units /garages / parking spaces hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies staircase, passages, terraces, recreation spaces, garden,

compound etc. will be taken to be the property of the Owners/Developers/Promoters / Builders until the said building is transferred to the society / Limited company as mentioned herein.

- 22) Any delay tolerated or indulgence shown by the Owners/Developers/Promoters in enforcing the terms of this Agreement or any forbearance by the Owners/Developers/Promoters shall not be construed as a waiver on the part of the Owners/Developers/Promoters of any breach or non-compliance of any terms and conditions of this Agreement by the Purchasers nor shall the same in any manner prejudice the rights of the Owners/Developers/Promoters
- 23) All letters, circulars, receipts, notices to be served on the said Purchasers as contemplated by this Agreement shall be deemed to have been duly served to the said Purchasers by Registered A.D./Under Certificate of Posting at his/her/their address specified below:

Name of the Purchaser : _____

Address : _____

: _____

- 24) The said building shall be known as **“MAHESH RESIDENCY” (TANDICE)** and the Owners/Developers/Promoters undertake to execute a further Deed of Confirmation or any other deed or writing in favour of the Purchasers herein, for more particularly vesting the said flat/premises/offices/shops/commercial center /units /garages / parking spaces under construction as and when required by the Purchaser even after the completion of the said building.

- 25) The Owners/Developers/Promoters have informed the Purchasers and the Purchasers is /are aware of the Owners/Developers/Promoters purpose to develop the said property by construction of the building (hereinafter referred to “the said building”). The Owners/Developers/Promoters may as required by the concerned authorities and/or in their (i.e. the Developers) absolute discretion from time to time vary, amend and/or alter the plans of the property or the building plans in respect of such building. As part of such variations, amendment in the plans Owners/Developers/Promoters may also construct additional independent structure on the said property and/or additional wing and/or additional construction by way of extension of one or more wings to the proposed building. The Purchasers hereby irrevocably agrees and gives his/her/their consent to the Owners/Developers/Promoters for carrying out amendments, alternations,

modifications and/or variations to the site plan in respect of the said property for construction of independent additional structure thereon building plans in respect of one or more building to be constructed (whether or not envisaged at present and/or in respect or building now under construction on the said property as aforesaid. The Owners/Developers/Promoters shall accordingly be entitled to develop the said property in a manner to be determined from time to time in the plan in respect of the said property and/or in the building plans of said building to be constructed as aforesaid. The Purchasers hereby agrees to give all the facilities and assistance the Owners/Developers/Promoters may request from time to time after the Owners/Developers/Promoters shall have delivered the possession of his/her/their premises to the Purchases so as to enable the Owners/Developers/Promoters to complete the development of the said property in the manner that may be determined by the Owners/Developers/Promoters It is however agreed by the Owners/Developers/Promoters that consent in writing of Purchasers in respect of any variation or modification in the building plans are not required at any point of time in future for amendments of Building plans and also give his/her/their consent for sub-division, amalgamation of property with adjoining property, Re-allocation of Recreation Ground Area , construction of more floors over & above the approved plans as on date, extension of one or more wings adjoining to the building structure and it is expressly agreed that this shall operate as Irrevocable Consent by the Purchasers to the Owners/Developers/Promoters at any given point of time in future even after the society formed by the Purchasers is Registered and the affairs of the Building is manage by the society and even after conveyance is executed in favour of the society.

- 26) The Purchases have prior to the execution of this Agreement satisfied himself/herself themselves about the title of the Owners/Developers/Promoters owners to the said property written and the Purchasers shall not be entitled to further investigate the title of the Owners/Developers/Promoters and no requisitions or objection shall be raised upon any matter in relation thereto.
- 27) It is hereby expressly agreed that, the Owners/Developers/Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as guest house, hotels, dispensaries, nursing homes, maternity homes, restaurants, offices or for residential/commercial use shops consulting rooms, banks, community halls stalls or any other non-residential use which may permitted by the said authorities and by Owners/Developers/Promoters shall be entitled to use the said premises agreed to be Purchased by him/her/them accordingly and similarly the Purchasers shall not object the use of the other premises in the said building for the aforesaid purpose by the respective Purchasers thereof.

28) (a) IT IS EXPRESSLY AGREED THAT , the terraces on the said buildings shall belong to the Owners/Developers/Promoters and they shall be entitled to deal with and dispose off the same in such manner as they may deem fit. In the event of the Owners/Developers/Promoters shall be entitled to dispose off such premises proposed to be constructed by them on the terrace together with terrace to such persons at such rate and on such terms as the Owners/Developers/Promoters shall be entitled to allow the use of such entire terrace to the Purchasers of such premises that may be proposed or constructed on the terrace and the terrace shall then be in exclusive possession (as Owners) of the Purchases of such premises proposed or constructed on the terrace. In that event the Owners/Developers/Promoters will be entitled to dispose off the concerned premises together with the portion of the terrace proportionate to and/or apartment thereof the society or Association of Owners under Apartment Ownership act that may be formed by the Purchases of premises as stated hereinafter shall admit as its members the Purchases of such premises that may be proposed or constructed on the terrace with the exclusive right to them in the terrace as aforesaid. In the event of any water storage tank for the building being constructed or any other facility being provided on the terrace then the society or Association of Apartment owners as may be, shall be entitled to depute its representative to go to the terrace for the regular check upon and upkeep and for carrying out repairs to the tank/tanks and/or such common facilities at all reasonable times and/or during such times as may be mutually agreed upon by the Purchases of such premises on the terrace and to society or the Association of Agreement owners as the case may be.

(b) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT., the terrace space in front of or adjacent to the terrace flats in the said building if any shall belong exclusive to respective Purchases of the terrace flats on payment of open area, i.e. Super built-up Area are being used by the Purchaser to the Owners/Developers/Promoters and obtain no objection from them and such terrace space are intended for the exclusive use of the respective terrace flat Purchasers. The said terrace shall not be enclosed by the flat Purchasers till permission is obtained in writing from the concerned local authority and the Owners/Developers/Promoters or the society or as the case may be.

29) The Owners/Developers/Promoters shall form cooperative society for the building to be constructed on the said property even after execution of such conveyance the Owners/Developers/Promoters shall have a right if so permitted by concerned authorities to make addition to the said building and to put a additional story on the said building and such additional story shall be the property of the

Owners/Developers/Promoters shall be entitled to dispose off such additional story in such manner as they may deem fit. Similarly the Owners/Developers/Promoters shall if so permitted by the concerned authorities and/or if the Owners/Developers/Promoters shall so desire they the Owners/Developers/Promoters be entitled to construct additional structures on the said property or any portion thereof and the Owners/Developers/Promoters shall be entitled to dispose of the premises in such additional structures as the Owners/Developers/Promoters may deem fit and proper. In case the Owners/Developers/Promoters shall be execute and/or cause to be executed separate conveyance in respect of any portion, of the said property with structures standing on such portion. The Owners/Developers/Promoters may be at their direction require the Purchasers of the said premises in any one or more buildings and Purchaser of the said premises in the concerned building shall from such separate co-operative society as aforesaid. It is expressly agreed and confirmed by the Purchasers that the right of the Owners/Developers/Promoters to construct the additional floors on the said building now under construction is and integral part of this contract for the sale of the said premises to the Purchasers and the Purchasers hereby agrees that he/she /they will not in any manner object to the Owners/Developers/Promoters constructing such additional any structure on carrying out the additional construction work on the said property or any portion/portions thereof . The Purchasers hereby gives his/her/their irrevocable consent to the Owners/Developers/Promoters carrying out the construction additional stories and/or additional structures as aforesaid. All such additional construction shall be carried out in accordance with and in conformity with the building plans as may approved by the concerned authorities.

30) IT IS EXPRESSLY AGREED AND PROVIDED THAT, so long as it does not in any way affect to prejudice the rights whatsoever hereunder granted to in favour of the Purchasers in respect of the said premises the Owners/Developers/Promoters shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of their, title or interest in the said property.

31) As soon as the said building is notified by the Owners/Developers/Promoters being completed each of the Purchasers of the said premises in the said buildings (including the Purchasers herein) shall pay the respective entire arrears of the price payable him/her/them within 15days of such notices served individually or to be put in any prominent place in the said building if any of the purchasers fail to pay the arrears in spite of the notice of the Owners/Developers/Promoters will be entitled to terminate the Agreement with such Purchasers and there upon all the monies paid by the said Purchasers to the Owners/Developers/Promoters in respect of the said premises

agreed to be purchased by him/her/them shall within 60days of such termination be refunded by the Owners/Developers/Promoters to the Purchasers.

- 32) The Purchasers agrees to pay total consideration amounts payable under the terms of this agreement as and when they become due payable. Further the Owners/Developers/Promoters are not bound to give notice requiring any such payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amounts or amount due on the respective due days.
- 33) The Purchaser hereby agrees that, in the event of any amount becoming payable by way of levy premium to the concerned local authority or to the State Government or any amount becoming payable be way of betterment charges or development levies or any other payment of a similar nature in respect of the construction thereon, the same shall be reimbursed by the Purchasers to the Owners/Developers/Promoters in the proportion in which the area of the said premises shall be bear to the total area of the premises in all the buildings on the said plots.
- 34) Without prejudice to the right of the Owners/Developers/Promoters to transfer the said building to Co-operative Society as provided in the Agreement, the Owners/Developers/Promoters shall have (including to submit the building and/or the said property including structures that may be constructed thereon) or portion of the said property in part or in full to the provision of the Maharashtra Ownership Act, 1970 (hereinafter for the sake of brevity referred to as "MOFA") and to require the Purchaser/s of the concerned premises to form themselves into an association of Apartment owners being a condominium as contemplated under the provision of the Maharashtra Ownership Act and the provision of there under. In the event of the Owners/Developers/Promoters determining that, the Purchaser/s of various premises should form themselves into an association of the Apartment Owners as contemplated by the Maharashtra ownership Act, all the Purchaser/s of the concerned premises shall sing such Declaration, Agreement, paper and Deeds of undertaking as may be required to be signed and register such an Association under provisions of the said Maharashtra Ownership Act, the Purchaser/s of such premises shall agree to abide by the rules and Bye-laws of the condominium as may be prescribe under the provisions of the said Maharashtra Ownership Act, from time to time. In order to enable the Owners/Developers/Promoters to form such Association the Purchaser/s shall give such particulars about himself/herself/themselves as may be required. In that event the Owners/Developers/Promoters will execute a Deed of Apartment in favor of each allotted premises separately conveying the Apartment and the proportionate undivided rights, share in the common areas of facilities unto the allotted of the premises.

- 35) The Purchasers on execution of these presents shall pay to the Owners/Developers/Promoters a sum of as mentioned in clause 14 & 16 which will be paid to the Owners/Developers/Promoters without interest and the Owners/Developers/Promoters towards payments to local authority, taxes and other outgoing thereof regularly as agreed to, herein by him/her/them. After the society as aforesaid shall have been transferred and or conveyed to the society the Owners/Developers/Promoters shall hand over the said deposit or the balance thereof to such society. If the property shall have been submitted to the provision of the Maharashtra Owners Apartment Act, 1970 the said deposit shall be handed over to the Association of Apartment owners.
- 36) The Purchaser/s have/has given his/her/their express consent to the Owners/Developers/Promoters to raise any loan against the said property, more particularly described in the Schedule hereunder written and on the building under construction as per the said plan and to mortgage the same and to create a charge thereon with any bank or banks and/or any other party, the said loan shall be cleared by the Owners/Developers/Promoters at their expenses before possession of the said premises is handed to the Purchaser/s.
- 37) The Purchaser/s shall allow the Owners/Developers/Promoters and their surveyors and agents with or without workmen and other person at all reasonable time to enter upon his/her/their premises or any part thereof for the purpose of repairing any part of the building and for laying cable, water pipe, fitting electric wires, structure and other convenience belonging to or servicing or use for the said building and also for the purpose of laying down maintaining repairing and also for the purpose of laying down maintaining repairing and testing drainage's, gas and water pipes and electric wires and for similar purpose of cutting off the premises in the said building in respect whereof the Purchaser/s or users or occupier of such premise as the case may be shall have committed default in payment of his /her / their share of the local body, property taxes and other outgoing and the charges for electricity consumed by the Purchaser/s.
- 38) In the event of the Society or Association being formed and registered before the disposal of all the premises by the Owners/Developers/Promoters in the said building as also the completion of additional structure or sale and disposal of premises in the building and or additional structure, the powers and authority of the society or Association so formed of the Purchaser/s in the said building and the Purchaser/s of the other premises shall be subject to the overriding powers of the Owners/Developers/Promoters in all the matter concerning and all amenities pertaining to the same and in particular the Owners/Developers/Promoters shall have absolute authority and control as regards to any unsold premises and sale thereof.

- 39) After the possession of the said premises is handover to the Purchaser if any additions or alternation in or relating to the said building are required to be carried out by the government, Local authority or any other statutory authorities, the same shall be carried out by the Purchaser of various premises in the said building at her / his/ their own costs and the Owners/Developers/Promoters shall not be in any manner liable responsible for the same.
- 40) After the buildings and premises to be constructed by the Owners/ Developers/ Promoters on the said property are complete and ready for occupation and after the society or association as aforesaid is registered and only after all the premises in the building that may be constructed have been sold and disposed off by the Owners/Developers/Promoters and after the Owners/ Developers/ Promoters have received all dues payable to them under terms and conditions of the agreement from the Purchasers/ of all the premises in all the buildings the Owners/Developers/Promoters shall execute conveyance in respect of all the said property, until the execution of the conveyance the possession of the said property and the buildings and the premises thereon shall be deemed to belong of the Owners/Developers/Promoters as the case may be and the Purchaser/s who shall have been given possession of the said premises agreed to be said to him / her/ them shall be merely occupant thereof.
- 41) The Purchaser/s shall be liable to pay the stamp duty and lodge this agreement with the sub registrar of assurances and intimate to the Owners/Developers/Promoters within 7 days after lodging the particular of the number and the office of the Sub - Registrar in which the agreement is lodged for registration and the Owners/Developers/Promoters will attend such office and admit execution thereof.
- 42) The Deed of Conveyance and other documents for transferring and title sale be prepared by M/s. Gaonkar & Co. Advocates and Solicitors and the same will contain such convenience and conditions as the said advocates and solicitors shall thing reasonable and necessary having regards to the development of the said property.
- 43) The Owners/Developers/Promoters shall be entitled to the alter the terms and conditions of the agreement relating to the unsold premises in said building of which the aforesaid premises forms part, and the Purchaser/s shall have no right to required the enforcement thereof or any of them at any time. The Purchasers/ here in sale agree to the exercise by the Purchaser/s under such agreement or his /her/there right under the same.

44) The following areas, common facilities on the entire property described in the schedule hereunder written shall be ensured for the benefit of all the Purchaser being members of the society as aforesaid.

- i) common compound area
- ii) Drainage system connecting the structures
- iii) Service lines as electrical and tel. Cables, water pumps, water pipe line, store water, drains, located in the common compound.

45) Agreement which may be entered into by the Owners/Developers/Promoters with the persons or parties who agree to take parking space/s as aforesaid shall be binding on all the Purchaser/s of flats in the said buildings and that the Purchaser/s shall not be entitled and hereby agrees not to raise any objection or do anything which would result in a breach of the terms and conditions of the agreements which may be entered in to by the Owners/Developers/Promoters with other parties with regards sale of such parking spaces as aforesaid and the Purchaser/s shall do and execute all such acts , deeds , matters, and things as may be required by the Owners/Developers/Promoters in that behalf.

46) The Owners/Developers/Promoters here by expressly bring to the notice of the Purchaser/s that the Owners/Developers/Promoters shall be entitled to sale the entire terrace or any part or portion of the terrace of the said building on the upper floor of the said building and until the said terrace or part or parts thereof are sold by the Owners/Developers/Promoters to any person or persons, the terrace shall always be in the exclusive possession of and the property of the Owners/Developers/Promoters and this agreement with the Purchaser/s and the agreements with all other Purchaser/s of the various premises in the said buildings shall be subject to the aforesaid right of the Owners/Developers/Promoters over the said entire terrace in the Owners/Developers/Promoters shall exclusively be entitled to use or allow to be used the said terrace or any portion or portions thereof for any purpose and the Owners/Developers/Promoters or its nominee or nominees shall also be entitled in future to build or any portion or portions of the said terrace(subject to the permission of the council and all other local or public bodies authorities and all overseas applicable laws) and to sale deal with or dispose of the said terrace or any portion or portions thereof provided that the Owners/Developers/Promoters shall allow the existing water tanks to remain on a portion of the said terrace or shift them elsewhere and allow at all reasonable times access to said terrace for the purpose of maintenance and repine of the said water tanks and the Purchaser/s of the federal society shall not be entitled to raise any objection or to claim any abasement in the price on account of such retention of the terrace by the Owners/Developers/Promoters

- 47) The Purchasers hereby agrees to sign and execute all papers instruments and documents and do all other things that the Owners/Developers/Promoters may require him/her/ them to do from time to time for giving effect to these presents.
- 48) Under no circumstances possession of the said flats/ premises/ units/offices/ shops/commercial centers/garages/parking spaces shall be given to the purchasers unless and until all payments required to be made under this Agreement have been paid by the Purchasers to the Owners/ Developers/ Promoters
- 49) The Purchasers shall not be entitled to claim partition of his/her/their share in the said property and/or the said building and/or the said flats/ premises/ units/offices/ shops/commercial centers/garages/parking spaces and the same shall always remain undivided and impartable.
- 50) The Purchasers shall pay the stamp duty and registration fee payable on this Agreement and also on the conveyance to be executed by the Owners/Developers/Promoters in favor of the Federal Society. The Purchasers shall immediately after the execution of this Agreement and at his/her/their own costs and expenses present the original of this Agreement for registration with the Sub-Registrars of Assurance and without delay inform the Owners/Developers/Promoters in writing the serial number under and on which this Agreement is so lodged and thereupon the Owners/Developers/Promoters authorized representative will attend the Sub-Registrar's office and submit execution thereof if the Purchasers fails to present this Agreement for registration within the time prescribed by law or does not give sufficient notice (of at least seven days) of its presentation for registration the Owners/Developers/Promoters will not be responsible for the non-registration of the Agreement and the consequences arising there from and the Purchasers shall indemnify and keep indemnified the Owners/Developers/Promoters against all actions and proceedings and all costs, charges, incurred caused or suffered by or imposed or levied on the Owners/Developers/Promoters by reason or on account of or due to the failure or default on the part of the Purchasers in presenting this Agreement for registration and giving sufficient notice to the Owners/Developers/Promoters to enable its authorized representative to admit execution of this Agreement.
- 51) All costs, charges and expenses in connection with preparation, engrossing, stamping and registering this Agreement as well as Conveyance and any other documents required to be executed by the Purchaser and registration charges in respect of such documents transferring land and the building in favour of the Co-operative Society or the Deed of Agreement in respect of the said premises as well as

the entire professional cost of the Advocates and Solicitors of the Owners/Developers/Promoters in preparing and or approving all such documents shall be borne and paid by the Purchasers of such premises the purchasers shall on demand pay to the Owners/Developers/Promoters / his/her/ their proportionate share this clause is in addition to the amount as mentioned in earlier clause hereinabove.

52) This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act 1971 and as amended from time to time and the Rules made thereunder.

53) All disputes or differences whatsoever which shall at any time hereafter (whether during the continuance of this Agreement or upon or after its discharge or determination arise between the parties hereto or their respective successors-in-title or representatives in interest touching or concerning this Agreement its construction or effect or as to the rights duties obligation and liabilities of the parties hereto or either of them under or by virtue of this Agreement or otherwise or as to any other matter in any way connected with or arising out of or in relation to the subject matter of this Agreement shall in accordance with and subject to the provisions of the arbitration act 1940 or any statutory modification or re-enactment thereof for the time being in forces be referred (unless the parties concur in the appointment of a single arbitrator) to two arbitrators one to be appointed by each party whose decision in the matter referred to them shall be final and binding on the parties. The arbitrators shall before entering upon the reference in turn appoint an Umpire whose decision in the event of any difference of opinion between the arbitrators in respect of the matter under reference shall be final and binding on the parties. The arbitration proceeding shall be held in Mumbai .

IN WITNEES WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT pieces and parcel of land lying being and situate at Dahanukar Wadi, M.G.Road, bearing C.T.S.No.960, 960/1 to 18, Survey No.80, Hissa No.2, Survey No.82(part), admeasuring about 1501.90 Sq.Mtrs. or thereabouts with the messuages tenements or dwelling house known as "Dahanukar Chawl", standing thereon situate at Dahanukar Wadi, Kandivli in the Island and Registration Sub-District and District of Mumbai City and Mumbai 'R' South within the limits of Mumbai City and bounded as follows: -

On or towards the North: C.T.S.No.959 & 961;

On or towards the East: Datta Mandir Road;

On or towards the South: D.P.Road;

On or towards the West: Gokhle Road.

THE SECOND SCHEDULE ABOVE REFERRED TO :

New self-contained Residential flats/ premises/ units/offices/ shops/ commercial centers/ garages/parking spaces premises bearing No._____, on ____ Floor, in `____' wing having _____ sq.ft. Carpet Area i.e. _____ sq.ft built-up area in building known as “ **MAHESH RESIDENCY**” (now known as “**TANDICE**”)situated at Dahanukar Wadi, M.G.Road, Kandivli (West), Mumbai - 400 067.

SIGNED, SEALED & DELIVERED, by the _____)

Within named “**OWNERS'/DEVELOPERS/ PROMOTERS**”)

M/S. M. & M.CONSTRUCTIONS through its _____)

Partners **SHRI MANISH MAHESH DHOLAKIA**,)

in the presence of)

SIGNED, SEALED & DELIVERED, by the _____)

Within named “**PURCHASERS**”)

in the presence of)

1 }SHRI/SMT./M/s._____,)

2 }SHRI/SMT./M/s._____ ,)

RECEIPT

RECEIVED on the day and year first)

Hereinabove written from the with-)

In named the Purchaser/s, a sum of)

RS. _____/- (Rupees _____)

_____ - only)

being amount as mentioned hereinabove)

by Cheque dated _____,No._____)

drawn on _____)

_____,_____Branch,)

to be paid by him/her/them to us.) Rs._____/-

WITNESSES:

WE SAY RECEIVED:

FOR: M/S. M & M CONSTRUCTIONS

Partner

@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@

DATED THIS _____ DAY OF _____ 2017.

@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@

M/S. M & M.CONSTRUCTIONS
AND

SHRI/SMT./M/s._____

