

AGREEMENT FOR SALE

THIS AGREEMENT made and entered into at Mumbai this _____ day of _____ between M/S AANANDVARDHAN REALTORS a Partnership Firm having their address at D- 704, Silver Square, Sunder Nagar, C,S,T, Road, Kalina, Santacruz (East), Mumbai 400 098 through its Partner Mr.Pradeep Rudranath Paralikar hereinafter referred to as the “DEVELOPERS” (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its executors, administrators and assigns) of the ONE PART AND

-----, age --- years and ----- age- ----- both Hindu adults, Indian Inhabitants having their residential address is at -----
----- hereinafter jointly referred to as the “PURCHASERS” (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) of the OTHER PART;

- A. WHEREAS, under a Deed of conveyance duly registered with the Sub Registrar of Assurances under No. BBE2 – 5849-2013 dated 03/09/2013 along with the Deed of Rectification duly registered with the Sub Registrar of Assurances under No. BBE2-6047-2013 dated 07/09/2013, the Developers have become the owners and are absolutely seized and possessed or otherwise well and sufficiently entitled to all that piece or parcel of land hereditaments and premises together with the old structure standing thereon of Three storied Building known as “Anand” which has since been occupied by the Tenants/Occupants situate laying and being at D. L. Vaidya Road, Dadar (West), Mumbai-400028 bearing Final Plot No.148 of Town Planning Scheme No.- IV of Mahim-Division admeasuring 339.47Sqmts. bearing Cadastral Survey No. 1577 of Mahim Division and more particularly described in the First Schedule herein under written and are hereinafter collectively briefly referred as “the said property”;
- B. AND WHEREAS, the said Building of “Anand” being very old prior to the year 1940 (constructed in the year 1935) falls under category “A” specified in section 84 of Maharashtra Act XXVII of 1977; duly assessed for the building repairs cess qualifying it to be redeveloped under Development Control Regulation No. 33 (7), with the result the Developer/Developers duly submitted to the requisite proposal to MHADA and so also simultaneously complied with the requisite regulations by interalia entering into the Permanent Alternate Accommodation agreements with all the tenants whose names were duly approved by the MHADA;
- C. AND WHEREAS, the Developers with 100% irrevocable consents (as per MHADA’s prescribed format) from the Tenants/Occupants including the Tenant / Occupant

herein, for the proposed Redevelopment, submitted a Redevelopment Proposal of the said property described in the First Schedule herein-underwritten by proposing to demolish the existing structure of Anand Building thereon, to MHADA, MCGM under the clause of 33(7) of Development Control Regulations for Greater Mumbai 1991 read with the provisions of Maharashtra Housing and Area Development Act, 1976 and the Maharashtra Regional Town Planning Act, 1966 as amended up-to-date;

- D. AND WHEREAS, the Municipal Corporation of Greater Mumbai has duly sanctioned the said building plans vide IOD No. EB/7128/GN/A dated 05/03/2014 (Annexure - A) for proposed redevelopment of existing building known as Anand situated on property as described in First Schedule hereunder written,
- E. Upon the Developers complying with certain conditions precedent of the IOD under which the building plans were so sanctioned, the Corporation has issued in favour of the Developers the Commencement Certificate No. EB/7128/GN/A dated 03/06/2014 & Full Commencement Certificate No. EB/7128/GN/A dated 20/04/2015 (Annexure - B) for the construction of a residential building on the said property.
- F. The Developers have appointed Mr. U. D. Chande as the Structural Engineer for the preparation of the structural designs and drawings of the said proposed construction and the development of the said plot shall be duly carried out under the professional supervision of the said Structural Engineers till the completion of the whole of the development herein.

- G. The Purchasers have visited the site & demanded inspection of the I.O.D along with the plans Commencement Certificate approved & issued by the Municipal Corporation of Greater Mumbai, for the proposed building & all the documents of title relating to the said plot and the Developers duly gave the Purchasers/s the inspection of I.O.D along with the plans, Commencement Certificate approved & issued by the Municipal Corporation of Greater Mumbai, for the proposed building & all the documents of title relating to the said plot, the designs and specifications prepared by the Architect, Structural Engineer and all other documents as specified under the Maharashtra Ownership Flat (Regulation of the Developers of Construction, Sale, Management and Transfer) Act, 1964 and the Rules made there under.
- H. The Developers have also annexed hereto the copies of the following

Sr. No	Particulars	Details
i.	Copy of I.O.D. issued by the M.C.G.M	Annexure "A"
ii.	Copy of C.C. issued by the M.C.G.M	Annexure "B"
iii.	Sketch plan of the Flat no. ----- on the -- ---- floor, of the said premises	Annexure "C"
iv.	Certificate of the title of the said property issued by the Advocate. D.V. KINI & CO.	Annexure "D"
v	Copy of D.P. remarks issued by the M.C.G.M.	Aannexure "E"
vi	Property Register Card issued by the City Survey Officer	Annexure "F"
vii	List of Amenities	Annexure "G"

- I. The Purchasers after satisfying themselves with regards the documents/construction work of the building at this stage and all permissions, approved Plans, etc. have approached and requested to the Developers for purchase of a Flat no. ----- on the ----- floor, in the Building Known as “OM SWAMI AANAND” admeasuring -----sq.mtr of Carpet Area inclusive of the area of the fungible FSI more particularly shown on the floor plan thereof hereto annexed and marked annexure ‘C’ (hereinafter referred to as “the Flat”). The Developers have agreed to sell to the Purchaser and the Purchasers has agreed to purchase from the Developers, the said Flat on the basis and details of measurements having been fully understand and accepted by the Purchasers for the total consideration of Rs.-----/- (Rupees -----only) and the total consideration shall be payable by the Purchaser to Developer herein on certain terms and conditions as have been agreed upon by and between the parties hereto as mentioned hereinafter.

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

1. The Developers shall construct a building comprising of Stilt+ 17 + 18 (Part) upper floors in the building known as “OM SWAMI AANAND” on the said property bearing Final Plot No. 148 of TPS IV of Mahim Division, situated at D. L. Vaidya Marg, Dadar (West),, Mumbai- 400 028 (hereinafter referred to as “the said Property”) more particularly described in the First Schedule hereunder written in accordance with the plans sanctioned by the MCGM, MBR, & RB, the planning and Development Authority, and all other concerned Authorities and which have been seen and approved by the Purchasers with

only such variations or modifications as the Developers may consider necessary and may be required or found necessary by the MCGM, MBR & RB, the Development Authority and other concerned Authorities.

2. The Purchasers hereby agreed to purchase one flat from the Developers and the Developers agree to sell to the Purchasers one Residential flat ----- on the ----- floor, in the Building Known as "OM SWAMI AANAND" admeasuring -----sq.mtr of Carpet Area inclusive of the area of the fungible FSI more particularly shown on the floor plan thereof hereto annexed and marked annexure 'C' at the total purchase price/consideration of Rs.----- (Rupees ----- only).

3. The Purchasers/s agree/s to pay to the Developers the said total purchase price/consideration of Rs.----- (Rupees ----- only) in respect of the said Residential flat ----- on the ----- floor, in the Building Known as "OM SWAMI AANAND" admeasuring -----sq.mtr of Carpet Area inclusive of the area of the fungible FSI more particularly shown on the floor plan thereof hereto annexed and marked annexure 'C', in the following manner:-
 - a. a sum of Rs.----- (Rupees ----- only) being the part of total purchase price/consideration on or before the execution of these Agreement;

 - b. a sum of Rs.----- (Rupees ----- only) being the 15 % of the Total purchase consideration on or before laying of the 4th level slab;

- c. a sum of Rs.----- (Rupees ----- only)
being the 15% of the Total purchase consideration on or
before laying of the 8th level slab;
 - d. a sum of Rs.----- (Rupees -----only)
being the 15% of the Total purchase consideration on or
before laying of the 12th level slab;
 - e. a sum of Rs.----- (Rupees ----- only)
being the 15% of the Total purchase consideration on or
before laying of the 16th level slab;
 - f. a sum of Rs.----- (Rupees ----- only)
being the 10% of the Total purchase consideration on or
before laying of the 19th last level slab;
 - g. a sum of Rs.----- (Rupees ----- only)
being the 5% of the Total purchase consideration on or
before completion of brick work; internal ,external
plastering work;
 - h. a sum of Rs.----- (Rupees ----- only)
being balance part of the Total purchase consideration
payable against Completion of flat/building work in all
respect or at the time of possession whichever is earlier.
4. As part of the transaction contemplated herein, the Purchasers shall, pay to the Developers interalia the following amounts over and above the consideration mentioned in clauses 3 above.

Sr No	Particulars	Amount (Rs.)
i	Electric Meter Charges;	Rs30,000/-
ii	Legal Charges;	Rs50,000/-
iii	Development Charges;	Rs3,50,000/-
iv	Formation and Registration of the said Organization	Rs30,000/-
v	Share Application Charges (5nos of share of Rs, 100/- each)	Rs500/-
vi	Proportionate share of outgoings for the said premises (for 12 months)	Rs1,80,000/-
vii	Miscellaneous Charges	Rs20,000/-
viii	Proportionate share of municipal taxes for the said premises	As applicable at the time of possession.
ix	Any other charges / dues if any	As applicable at the time of possession.

The Developers shall not render the account in respect of the amounts mentioned hereinabove. The Developers is entitled to spend, utilize etc. the aforesaid amount in such manner as it deem fit. It is hereby clarified that the aforesaid amounts mentioned hereinabove does not include the dues for electricity, gas and other bills for the said premises and the Purchasers shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Purchasers agrees to pay to the Developers, such other charges as the Developers may

indicate and the Developers are entitled to retain and appropriate the same.

5. The Purchasers hereby agrees to pay any Service Tax and MVAT together with interest and penalty, if any, or any such other tax duty fees cess that is payable by way of Service Tax or MVAT under these presents or otherwise in respect of intended sale of the said Flat by the Developers to the Purchasers, the Purchasers becoming payable in respect of the said Flat, on demand by the Developers without any demur. The Developers shall not contribute anything towards such taxes, duties fees, cess. If however, the Developers are compelled to pay such taxes, the Purchasers shall reimburse to the Developers such amount forthwith on demand together with the interest @ 18% (Eighteen Percent) per annum and in determining such amount the decision of the Developers shall be conclusive and binding upon the Purchasers. If the Purchasers commit default in payment of the Service Tax and the MVAT and the interest and penalty, if any, thereon the Developers shall be entitled to withhold delivery of possession of the said Flat to the Purchasers until the Service Tax and the MVAT and the interest and penalty are paid to the Developers.
6. The Purchasers hereby agrees that in case the Government of Maharashtra applies or levies Sales Tax or any other tax on the sale of Flat and if any such tax becomes payable in relation to the sale of the said Flat by the Developers to the Purchasers,, the Purchasers shall pay the same immediately on demand being made by the Developers and until such time the same shall remain unpaid or deposited by the Purchasers in a separate account with the Developers, the Purchasers shall not be

entitled to put in physical possession of the said Flat. It is expressly agreed that the legal obligation and liability to pay or to make any contributions towards the aforesaid Sales tax or such other tax on sale of said flat, shall be that of the Purchasers alone with interest and penalty, if any, and any loss or damage arising to the Developers on account of non-payment thereof in time or otherwise, by the Purchasers shall be reimbursed by the Purchasers to the Developers on demand.

7. Time for payment of the Service Tax and MVAT and interest and penalty if any thereon is of the essence of the contract. The Developers shall forward to the Purchasers an intimation of the notice of demand received by them from the Service Tax and MVAT Authorities calling upon the Purchasers to pay forthwith the amounts demanded under the said notice without any demur to the Developers and the Purchasers shall be bound to pay the said amounts within eight days of Owners dispatching such intimation Under Certificate of Posting at the address of the Purchasers as given in these presents. The Developers will keep the original of such demand notice open for inspection by the Purchasers at the office of the Owners and such notice shall be conclusive and binding upon the Purchasers and the Purchasers agree not to dispute the same.

8. On the Purchasers/s committing default in payment of the abovementioned Service Tax and MVAT and the interest and penalty, if any the Developers shall be entitled at their own option to terminate this agreement and forfeit the money received by them till such time. 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 Purchasers a prior notice in writing of their intention to terminate this agreement by bringing to his notice the default of non payment of Service Tax and MVAT calling upon the Purchasers to remedy such breach or breaches within the notice period. PROVIDED FURTHER THAT upon termination of this agreement as aforesaid, the Developers shall be entitled to and shall be at liberty to dispose off and sell the said Flat to such person and at such price as the Developers may in their absolute discretion think fit.

9. The Purchasers shall make payment of the instalments mentioned hereinabove along with all the other amounts as mentioned above in clause 4, over and above the consideration mentioned in clauses 3 above on or within 15days from the date of execution of this agreement. The Purchasers agrees and explicitly confirms that the Owner/Developers shall not give possession of the said Flat no ----- on the -----Floor in the Building Known as "OM SWAMI AANAND" to the purchasers, till the full consideration and all the amount due under this agreement are fully paid by the Purchaser to the Developer.
- 10 . The Purchasers shall bear and pay all the amounts payable towards stamp duty, registration charges and all other charges and expenses on all documents for transfer of the said premises including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchasers' account.
11. The Developers hereby agree to observe and perform all the terms and conditions imposed by the MCGM, MBR &

RB Development Authority, at the time of sanction of the plans, Commencement Certificate or thereafter and shall, before handing over possession of the Flat to the Purchasers/s obtain from the requisite authorities Occupation Certificate in respect of the building.

12. On the Purchasers committing default in payment of the installment on the respective due dates payable by the Purchasers to the Developers under this Agreement (including his/her/their proportionate share of taxes levied by the concerned local authority and other outgoings) or on the Purchasers/s 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 contained shall not be exercised by the Developers unless and until they have given to the Purchasers, fifteen days prior notice in writing of their intention to terminate his Agreement and of the specific breach or breaches of the 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 period of fifteen days after issuing such notice. PROVIDED FURTHER THAT upon termination of this Agreement as aforesaid, the Developers shall refund to the Purchasers, the installments of the purchase consideration paid by the Purchasers to the Developers but the Developers shall not be able to pay to the Purchasers, any interest on the money so refunded and upon the termination of this agreement and refund of the aforesaid amount by the Developer, the Developers shall be at liberty to dispose of and sell the said Flat to any person at such price as the Developers may, in their absolute discretion, think fit.

13. Without prejudice to the other rights of the Developers under these presents and/or in law, the Purchasers will be liable to pay to the Developers interest at the rate of 18 per cent annum on all the amounts due and payable by the Purchasers under these presents if the same remain unpaid for seven days or more after becoming due.
14. It is further agreed that the Developers shall have irrevocable and unconditional right to change, delete, substitute, alter, subtract, add, amend etc. the said plans, drawings, information, specification, amenities, lay-out etc. in such manner as the Developers may deem fit.
15. The Purchasers agrees and confirms that the payment of installments shall be made on the due dates, without any delay or default, in terms of this Agreement. The Purchasers agrees that the time for payment is the essence of the contract. Intimation forwarded by the Developers to the Purchasers that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced and/or completed. It is further agreed that if the Purchasers commits any delay or default in making payment of any of the amounts and/or installments of any amount payable under this agreement, the Developers shall without prejudice to any other rights or remedies that they may have against the Purchasers, including right to forfeit the consideration amount and/or terminate and/or put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Purchasers and the Purchasers shall pay to the Developers interest on all outstanding payment at the rate of 18% per year compounded on monthly rests from the due date till the date of actual payment. The Developers will keep

Certificate of its Architect Mr. Rajendra Pagnis certifying that the Developers has carried out/commenced given item of work and such Certificate will be open for inspection by the Purchasers at the office of the Developers and such Certificate shall be valid and binding upon the Purchasers and the Purchasers agreed for not to dispute the same.

16. Time for the payment of the entire amount including the consideration amount and performance of all the obligations by the Purchasers is the essence of the contract. If the Purchasers fails, neglects and/or is otherwise unable to pay to the Developers any of the amount including the consideration amount as mentioned in this Agreement and/or commits breach of any of the terms and condition of this Agreement and/or commits breach of any other writing and/or terms and conditions of IOD, Commencement Certificate, N.O.C. and other sanction, permission, Undertakings and Affidavits etc., then and in that event, the Developers shall without prejudice to all other rights that the Developers may have against the Purchasers either under this Agreement, or in law or otherwise, be entitled to terminate this Agreement. The Developers shall refund without interest the balance if any due to the Purchasers only after the said premises is sold and all amounts including consideration amount has been received from the new Purchasers in respect of the said premises. However, any profit and all other advantages and benefits arising from the sale of the said premises to new Purchasers shall be to the sole and exclusive credit of the Developers and the Developers shall be entitled to the said profits and all other advantages and benefits.

17. On Purchasers committing breach of any of the terms and condition of this Agreement including failing and/or neglecting etc. to pay to the Developers any of the amount including the consideration amount as mentioned in this Agreement as aforesaid and/or on termination of this Agreement for any reason whatsoever, the Purchasers shall cease to have any right, title, interest, claim or demand or dispute of any nature whatsoever either against the Developers or against the said premises and the Developers shall be entitled to deal with and dispose of the said premises to any other person/s as they deem fit without any further act or consent of the Purchasers.
18. It is expressly agreed that the right of the Purchasers under this Agreement or otherwise is restricted only to the said Flat subject to the payment of all the amounts by the Purchasers to the Developers and subject to compliance of all other terms and conditions hereof by the Purchasers. All other unsold Flats, Stilt area, parking area and portion or portions of the said building, including open spaces, terraces on the said property etc., shall be the sole and absolute property of the Developers. The Purchasers hereby confirms and consents to the irrevocable, absolute and unfettered right of the Developers to develop, sub-develop and/or assign its rights, and/or deal with and dispose of the said property and/or said building and/or all other unsold Flat, parking area, Stilt area and portion or portions of the said property including open spaces, terraces, etc., in the manner deemed fit by the Developers without any further or other consent or concurrence.
19. It is agreed and clarified that the Developers shall have all the rights and be entitled to sell all Flats and allot all the car parking spaces, transfer, give on lease, give on leave and license basis and/or otherwise deal with and dispose of the all Flats in said building and all other premises

intended to be constructed on the said property, etc. separately and independently at the discretion of owner/developer and the Purchasers/ allottees of all the Flats in said building shall be admitted to the said organizations.

20. The Developers shall have an irrevocable right and the Purchasers hereby expressly consents and confirms that the Developers will always be entitled to utilize all FSI and/or any other rights, benefits including floating rights which may be available now or available in future in respect of the said property or any other property or properties, as the case may be, and until the entire FSI and/or all other rights, benefits including floating rights which may be available on the said property and any other adjoining or other properties, is duly utilized or consumed or loaded by the Developers and until the construction of the building on the said property is completed and until all the Flats in the building are sold and until all the amounts are received by the Developers from the Purchasers in respect of the Flats in the building sold to them, the Developers shall not till then be bound and shall not be called upon or required to form any such said organization, and shall not be required to execute conveyance or any other document in respect of said building known as "OM SWAMI AANAND" and the land underneath thereto and the Purchasers agrees and irrevocably consents not to have any demand or dispute or objection in that behalf. It is agreed, declared and confirmed by and between the Parties hereto that the Developers shall only execute conveyance in respect of the said building and the land underneath thereto in favour of the said organization. It is agreed that notwithstanding anything contained to the contrary herein, the Purchasers shall have no objection to the scheme of phase-wise development of the said property and/or said building or

any part thereof as mentioned herein or otherwise as the Developers may deem fit and the Purchasers/s have given his/her/their/its irrevocable consent to the same.

21. It is agreed by the Purchasers that the Developers shall be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification of the plan or as may be sanctioned by MCGM in respect of the said property to utilize FSI and/or development rights in respect thereof and for that purpose to submit Plan or Proposal as the Developers may desire. It is further agreed that the Developers in its absolute discretion shall be entitled to locate or provide in the building on the said property any additional floor or floors and use the same for residential, commercial and/or such other purpose or purposes as the Developers may desire without reference or recourses to the Purchasers or prospective Purchasers/s in respect of the said building at the discretion and/or option of the Developers time to time.
22. The Purchasers confirm that the Developers will be entitled to utilize any FSI presently available and/or that may be available in the future on account of change in regulations / law / act etc. which results in increase in FSI on the said Property or any part thereof or adjoining property or properties as the case may be and the present and / or future FSI available on the said property is fully utilized by the Developers.
23. It is agreed that the said premises shall be of R.C.C. frame like structure and shall contain amenities as set out in Annexure "G" hereto annexed. The Purchasers hereby agrees, declares and confirms that save and except the amenities as set out in the Annexure "G" hereunder

written, the Developers shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said premises or in the said building.

24. The Owners/ Developers hereby agree and covenant with the Purchasers that construction of the building completed within 22 months after the Full Commencement Certificate No. EB/7128/GN/A dated 20/04/2015 issued by MCGM and other authorities concerned in that behalf and handover the possession of the said new Flat after completion of the said building being constructed on the said property, the Developers shall permit the Purchasers to use the said premises. The Developers shall Endeavour to complete the construction of the said premises by 22 months, provided always that the Developers shall be entitled to further extension of time for completion of the said building, if the completion of building is delayed on account of:
 - a) Non-availability of steel, cement, other building material, water or electric supply;
 - b) War, Civil Commotion or act of God i.e. earthquakes & such other natural calamities;
 - c) Any notice, order, rule, notification of the Government, B.M.C. and /or other public or other competent Authority or Court, Tribunal;
 - d) Economic downturn;
 - e) Any other eventuality which is beyond the control of the Developers including precarious financial condition of the Developers and/or economic downswing in real estate or any other industry; and
 - f) Any force majeure

25. Subject to the aforesaid, and subject to other terms hereof, if the Developers is unable to offer possession of the said premises by the date stipulated hereinabove then

the Developers agree that they shall be liable to refund to the Purchasers the amounts already received by them in respect of the said premises with simple interest at the rate of 9% (nine percent) per annum from the date the Developers received the sum till the dates the amounts and interest thereon is re-paid by the Developers to the Purchasers.

26. The Developers shall at its sole discretion form and register the said organization/Society. It is agreed that the Purchasers along with other Purchasers of the Flats in the said building known as "OM SWAMI AANAND" shall join in the said organization/Society so formed. For this purpose the Purchasers agrees from time to time to sign and execute documents necessary under the Apartment Act or MOFA act or Maharashtra Co-operative Societies Act or any other relevant Act and for vesting of the said premises in the Purchasers. Such application shall be duly filled in, signed and returned to the Developers within 15 days of the same being forwarded by the Developers to the Purchasers, so as to enable the Developers to register the organization/Society of the Purchasers.
27. It is agreed that one month prior to the execution of the conveyance the Purchasers shall pay the Purchasers' share of stamp duty and registration charges expenses payable, if any to the Developers, for the execution of the lease or any document or instrument of transfer in respect of the said building and the Developers shall not be liable or responsible for any of the said stamp duty registration charges, expenses if any. The Purchasers alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges expenses if any on this Agreement and/or all other documents etc.

28. So long as each Flat in the said building known as “OM SWAMI AANAND” is not being separately assessed for municipal taxes and water charges etc., the Purchasers shall pay to the Developers a proportionate share of the Municipal tax and water charges assessed on the said building known as “OM SWAMI AANAND” Such proportion to be determined by the Developers on the basis of the area of the said premises.
29. Commencing immediately after notice in writing is given by the Developers to the Purchasers that the said Flat is ready for occupation, The Purchasers shall occupy the said Flat within 7 days from the written notice and the Purchasers shall be liable to bear and pay the proportionate share of out goings in respect of the said Flat and the said building known as “OM SWAMI AANAND” including local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs, salaries of clerks, bill collectors, watchmen, sweepers and also other expenses necessary and incidental to the management and maintenance of the said property in addition to the amounts mentioned in clause ‘4’ hereof. It is agreed that if the Developers so requires, the Purchasers shall make such additional payment towards the outgoings on a continuous basis, beginnings from the time the notice in writing is given by the Developers to the Purchasers till the conveyance of the said building and land underneath thereto to the said organization. All amounts paid by the Purchasers to the Developers on account of outgoings and municipal taxes shall not carry any interest and the Developers shall be entitled to spend such amount for the purposes for which the same are collected.

30. It is agreed, confirmed and covenanted by and between the Parties hereto that the Developers shall have full right and absolute authority and shall be entitled to, at any time hereafter, change, alter and amend the building plans, designs, elevation, etc. of said building and/or the said property and/or get the said property amalgamate the same with any other property or properties and the Purchasers shall not have any objection in this regard. Further it is agreed between the parties hereto that the Purchasers shall not be entitled to nor shall he/she/they insist for sub-division of the said property or be entitled to any FSI exceeding the FSI used and consumed in the said building and that the Purchasers and/or the said organization shall not be entitled to put up any further or additional construction on the said building exceeding the FSI consumed therein at the time of conveyance to be executed in their favor for any reason whatsoever.
31. It is further agreed, confirmed and covenanted between the parties hereto that
- (a) The Purchasers shall not change the user of the said Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent in the said Flat and shall not cover or construct anything on the open spaces and/or stilt area, parking area or common areas or not to store anything in the passages, open spaces, staircases in the building within the said property etc.
 - (b) The Purchasers shall not demolish or cause to be demolished the said Flat/ premises or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat/ premises or any part thereof nor any alteration in the elevation and outside colour scheme of paint and glass of the building and keep the portion, sewers,

drains, pipes in the said premises and appurtenances thereto,

- (c) The Purchasers shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the said Flat /premises without the prior written permission of the concerned local authorities and/or any other public bodies as the case may be.
- (d) Pay to the Developers within 10 days of demand by the Developers, in addition to the amounts collected in clauses above, their share of security deposit demanded by any concerned local authority or government, M.C.G.M. for giving water, or any electric supply company for giving electricity or any other service connection to the building which the said premises is situated;
- (e) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time;
- (f) Till the Purchasers has obtained the prior written consent of the Developers, the Purchasers shall not let, sublet, sell, mortgage and/or otherwise transfer, assign or part with the Purchasers' interest or benefit under this Agreement and/or the said Flat. Such transfer shall be only in favour of the Transferee as may be approved by the Developers and not otherwise;
- (g) Shall not use the said Flat/premises for commercial purpose or any other Anti-Social Activity as per Law.
- i. Shall not at any time cause or permit any public or private nuisance in or upon the said Flat/ premises, said building or the said property or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Developers;

- ii. Shall not do either by himself/itself or any person claiming through the Purchasers anything which may or is likely to endanger or damage to said building or any part thereof, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in said building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said building;
- iii. Shall not display at any place in the said building and/or said property or any part thereof any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchasers shall not stick or affix pamphlets, posters or any paper on the walls of the said building or common area therein or in any other place or on the window, doors and corridors of the said building;
- iv. Shall abide by all rules and regulations framed by the said organization, for the purposes maintenance and up-keep of the said building;
- v. Shall not tamper with the elevation features ever and in any manner enclosed any common areas/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Flat and keep the same unenclosed at all time. The Developers shall have the right to inspect the said Flat at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchasers and without payment of any compensation to the Purchasers for such demolition in any manner whatsoever; and The Developers will have irrevocable, unconditional and unfettered right and be entitled to and the Purchasers shall permit the Developers and its surveyors and agents with or without workmen and others, at all

times, to enter into and upon the said Flat to view and examine the state and conditions thereof.

32. The Purchasers hereby covenants to keep the said Flat/premises, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and condition and in particular so as to support shelter and protect the other parts of the said building. The Purchasers further covenants not to chisel or in any other manner damage the columns, beams, slabs or R.C.C. partition or walls or other structural members without the prior written permission of the Developers. The breach of these conditions shall cause this Agreement, ipso facto come to an end and the Developers shall be entitled to recover further amounts from the Purchasers to compensate for the damage so caused and the Purchasers hereby consents to the same.
33. Until all the amounts payable by the Purchasers to the Developers are paid and until all the obligations required to be performed by the Purchasers, are performed, nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat in favour of the Purchasers and the Purchasers shall not have any right, title, interest or claim of any nature whatsoever in respect of the said Flat. Further, the Purchasers shall never have any right, title, interest, claim, or demand of any nature whatsoever in respect of open spaces, stilt area, parking area, lobbies, staircases, terrace, etc., even after the said building is conveyed to the organization.
34. It is expressly agreed that the said organization will maintain the common electric lighting, common water tanks and water pipe lines and water connections and all other common services, benefits, facilities and advantages

and it is hereby expressly agreed and confirmed between the parties that all such general facilities shall be for the use of the Purchasers of the premises in the said building known as "OM SWAMI AANAND" and the Purchasers shall pay proportionate share thereof. The proportionate share payable by the Purchasers to the Developers/ the said organization as may be determined by the Developers/ the said organization, shall be final and binding on the Purchasers and on the said organization.

35. The Developers shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the said property, such decision shall be final and binding until the conveyance in respect of the said building is executed in favour of the said organization. Thereafter, the said organization will undertake to maintain the building or any part thereof in the manner it was handed over the property and the said organization shall create and maintain a Sinking Fund for the purpose of such maintenance.

36. It is agreed that as and when the Developers enters into agreements/arrangements with any person, or otherwise the Developers is in a position to provide all utilities (as defined hereinafter) or any of them, then in that event the Purchasers herein shall procure such Utilities only from the Developers or any person as may be nominated by the Developers in that behalf, as the case may be, and pay such amount as may be fixed by the Developers, to the Developers. This is one of the essential, fundamental and material terms of this Agreement. For the purposes of this clause, Utilities refers to water, electricity, telephone, cable television, internet services and such other service of mass

consumption as may be utilized by the Purchasers on a day-to-day basis.

37. The Purchasers shall permit the persons nominated by the Developers and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said premises or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the building in respect whereof the Purchasers of such other premises, as the case may be, shall have made default in paying his share of taxes, maintenance charges etc.

38. That the name of the said building shall always be known "OM SWAMI AANAND". Further the name of the said organization shall contain the name as "OM SWAMI AANAND" and/or any other name the Developers may desire and the name of the Co-operative Society or Limited Company or Condominium of Apartments to be formed shall bear the said name and this name shall not be changed without the prior written permission of the Developers.

39. In the event of the organization/ any Co-operative Society being formed and registered before the sale and disposal by the Developers of all the Flats, then the powers and the authority of the organization so formed and/or the Purchasers and/or other holders of the premises shall be

subject to the overall authority and control of the Developers in respect of all the matters concerning the said building and, in particular the Developers shall have absolute authority and control as regards the unsold premises and the same and disposal thereof. PROVIDED AND ALWAYS the Purchasers/s hereby agrees and confirms that in the event of the said organization/ Co-operative Society being formed earlier than the Developers deal with or dispose of the said building on the said property then and in that event any allottee or Purchasers of Flats from the Developers shall be admitted to such organization / Co-operative Society on being called upon by the Developers without payment of any premium or any additional charges save and except Rs.500/- for the share money and Rs.100/- as entrance fee and such allottee/Purchasers or transferee thereof shall not be discriminated or treated prejudicially by such Co-operative Society as the case may be.

40. No forbearance, indulgence or relaxation or inaction by the Developers at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice their rights to require performance of that provision and any waiver or acquiescence by them or any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.
41. Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchasers by the

Developers shall not be construed as a waiver on the part of the Developers of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Developers.

42. As part of the transaction contemplated herein, it is agreed between parties hereto that for every sale or transfer of the said Flat or any part thereof, the Purchasers and all subsequent third parties who have purchased or have agreed to purchase, the said Flat or who have become the new purchasers of the said Flat, as the case may be, shall be liable and shall pay to the Developers transfer fees/charges calculated at 2% of the total consideration value of the said premises.
43. Notwithstanding what is stated hereinabove, the Developers shall not be liable or required to pay any transfer fees/charges and/or any amount, compensation whatsoever to the said organization for the sale or transfer of the unsold Flats/premises in the said building or the said property even after the conveyance is executed in favour of the said organization.
44. The Purchasers hereby expressly agrees and covenants with the Developers that in the event of the said building on the said property being not ready for occupation and in the event of the Developers offering license to enter upon the said Flat to the Purchasers or handing over occupation of the said Flat earlier than completion of the said building on the said property then and in that event the Purchasers shall not have any objection to the Developers completing the construction of the balance building or additional floors on the said property without any interference or

objection by the Purchasers. The Purchasers further confirms that he/she/they shall not object or dispute construction of the balance building or additional floors or additional construction or part or parts thereof by the Developers on any ground including on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Developers shall be entitled to either themselves or through any nominees to construct and complete the said additional floors or additional construction or part or parts thereof on the said property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchasers. The Purchasers hereby consents to the same.

45. That the Purchasers is aware that the building under reference shall be constructed with open space deficiency as per approved plans.
46. That the society of the prospective members / end user shall preserve and maintain the Ownership documents, Copies of IOD, CC, approved plans, soil investigation reports, RCC drawing,. Structural stability certificates, certificates of Architect/Site Supervisor /CFO and the said Society shall carry out fire safety audit time to time as per requirements of CFO through authorized agency of MCGM
47. Notwithstanding anything contained herein, it is agreed between the parties hereto:
 - (a) that the Purchasers shall be solely and exclusively liable and responsible and shall bear and pay all the costs, charges, taxes including services tax, etc. payable in respect of the transaction contemplated herein; and
 - (b) That the Developers shall not be liable, responsible required and/or obligated to provide any facility. However if the Developers provide any such facility,

than the Purchasers may be allowed to use such facility or any of them at the sole discretion of the Developers and also on the terms and conditions that may be imposed by the Developers. In any event all the costs, charges and expenses for providing such facilities and/or for maintaining, managing the same shall solely and exclusively be borne and paid by all the Purchasers of the other premises including the Purchasers herein and the Developers shall not be liable, responsible or required to bear, pay or contribute any charges, expenses, costs etc. for the same.

48. All notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers by Registered Post A.D./Under Certificate of Posting /Courier or by hand delivery to the address of the addressee at his/her/their address hereinbefore mentioned.
49. A notice shall be deemed to have been served as follows:
 - (a) If personally delivered, at the time of delivery
 - (b) If sent by courier, Registered (Post) A.D. at the time of
Delivered thereof to the person receiving the same
50. For the purposes of this transaction, the details of the PAN of the Developers and the Purchasers are as follows:
 - (a) Developers PAN- -----
 - (b) Purchasers' PAN -----
51. The Purchasers shall deduct & pay TDS as per provisions of Income Tax Act to Income Tax Department immediately and shall hand over the TDS certificate to the Developer for producing the same to the Income Tax Department.

52. The Purchasers hereby declares that he has gone through this Agreement and all the documents related to the said property and the said premises and has expressly understood the contents, terms and conditions of the same and the Purchasers after being fully satisfied has entered into this Agreement.

53. All the disputes between the parties hereto shall be adjudicated by the court in Mumbai alone.

IN WITNESS WHERE OF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

THE FIRST SCHEDULE ABOVE REFERRED TO

“All that piece and/or parcel of land, ground, hereditaments and premises together with the old structure (Ground + 3 upper floors) standing thereon known as “ANAND” situate, lying thereon Final Plot No.148 of the Town Planning Scheme No. IV, Mahim Division and Cadastral Survey No.1577 of Mahim Division and the area admeasuring 339.47 sq. Metres assessed by the Municipal Corporation of Greater Mumbai under „G” ward no.GN-4222(2) Street No.17, D.L. Vaidya Road, Dadar (West), Mumbai-400028 within the City and Island of Mumbai and in the Registration District & Sub-District of Mumbai City & Mumbai Suburban and delineated on the plan annexes hereto and thereon shown surrounded by Red colour boundary line, bounded as follows:-

On the West:	D.L. Vaidya Road.
On the North:	F.P. No.162 of TPS IV Mahim Division
On the East:	F.P. No. 149 of TPS IV Mahim Division
On the South:	20 feet Road

THE SECOND SCHEDULE ABOVE REFERRED TO

A Residential flat bearing No. ----- on the -----floor, having Carpet area admeasuring -----sq.mtr inclusive of the area of the fungible FSI more particularly shown on the floor plan thereof hereto annexed and marked annexure 'C', in the Proposed building known as "OM SWAMI AANAND" situated at Final Plot No. 148 of T.P.S. IV of Mahim Division, bearing C. S. No.1577 of Mahim Division, D.L. Vaidya Marg, Dadar (West), Mumbai-400028.

SIGNED AND DELIVERED

By the within named "DEVELOPERS"

M/S AANANDVARDHAN REALTORS

Through its Partner

MR. PRADEEP RUDRANATH PARALIKAR]

In the presence of

1) _____]

2) _____]

SIGNED AND DELIVERED

By the within named "PURCHASERS"

&

In the presence of

1) _____]

2) _____