

# AGREEMENT FOR SALE

**THIS AGREEMENT** made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_ in the Christian Year 2017

## BETWEEN

**M/s Nina Realtors**, a Partnership firm duly registered under the Indian Partnership Act 1932 having its registered office at 292, Abdul Rehman Street, Shop No 8, Macheswala Building Mumbai – 400003 through its Partner **Mr. SABIR YASIN NIRBAN**, hereinafter referred to as "**THE Owners/Developers**" (which expression shall unless it be repugnant to the context or meaning thereof, shall mean and include Present and Future Partners of the said Firm, their survivors and the heirs, executors and administrators of last surviving Partner and assigns of the said Firm) of the **ONE PART:**

## AND

Mr. / Mrs. \_\_\_\_\_, an Adult, Indian Inhabitant of Mumbai, having his/her address at \_\_\_\_\_, hereinafter referred to as "**THE FLATHOLDERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors and administrators and in the case of a Partnership Firm will mean and include the partners from time to time constituting the said firm, their survivors, the heirs executors and administrators of the last surviving partner and in the case of a company its successors in title and permitted assigns) of the **OTHER PART:**

## WHEREAS:

A) By a Deed of Conveyance dated 5<sup>th</sup> day of February 2010 executed by and between one **Shrikant Gordhandas Ruparel** and **Shrideviben Narendas Ruparel** (both collectively referred to as the Vendors therein) AND **Tanveer**

**N. Munshi and Sabir Y Nirban** (both collectively referred to as the Purchasers therein) registered before the Sub-Registrar of Assurances, Bombay on **5<sup>th</sup> day of February 2010** under Serial No **BBE-1-00889-2010**, the assets referred to in the said Deed of Conveyance including all that piece or parcel of Foras land or ground together with the messuages, tenements or dwelling standing thereon situate and lying and being at D'souza street ( now known as V. V. Chandan street), Vadgadi in the Island and Registration Sub-District of Bombay containing by admeasurements **119.57** Sq Meters or thereabouts, (as per Property Register Card) registered in the Books of Collector of Land Revenue under Old no 611, New No 6270 and Cadastral Survey No. 800 of Mandvi Division and assessed by the Bombay Municipality under "B"-Ward No 1809, Old Street No 71-73 and New Street No 37-39 free from all encumbrances to the Purchaser therein on certain terms and conditions as appearing therein and for a consideration amount more particularly set out therein. Hereinafter referred to as the "**Property No 1**"

B) By an Deed of Conveyance dated 5<sup>th</sup> February 2010 entered into by and between **Shrikant Gordhandas Ruparel and Shrideviben Narendas Ruparel** (both collectively referred to as the Vendors therein) AND **Salma N. Munshi and Sabir Y Nirban** (both collectively referred to as the Purchasers therein) registered before the Sub-Registrar of Assurances, Bombay on **5<sup>th</sup> day of February 2010** under Serial No **BBE-1-00890-2010**, the assets referred to in the said Deed of Conveyance including all that piece or parcel of Foras land or ground together with the messuages, tenements or dwelling standing thereon situate and lying and being at D'souza street (now known as V.V.Chandan street), Vadgadi without the Fort of Bombay (Mumbai) in the Registration Sub-District of Bombay (Mumbai) and the Island City of Bombay (Mumbai) admeasuring **170.57** Sq Meters or thereabouts, ( as per Property Register Card) equivalent to and registered in the Books of Collectors' Land Revenue under Old no 596, New No 6255, Old Survey No. 687 Laughton Survey no 2199 and bearing C. S. No 801 of Mandvi Division, in the Books of Municipal Assessment under "B" Ward no 1810, Old Street No 75-79 and New Street No 31-33-35 free from all encumbrances to the Purchaser therein on certain terms and conditions as appearing therein and for a consideration amount more particularly set out therein. Hereinafter referred to as the "**Property No 2**"

C) By Deed of Conveyance dated 5<sup>th</sup> February 2010 entered into by and between **Shrikant Gordhandas Ruparel** and **Shrideviben Narendas Ruparel** (both collectively referred to as the Vendors therein) AND **Nazir M. Munshi** and **Musfira Moin Chasmawala** (both collectively referred to as the Purchasers therein) registered before the Sub-Registrar of Assurances, Bombay on **5<sup>th</sup> day of February 2010** under Serial No **BBE-1-00891-2010**, the assets referred to in the said Deed of Conveyance including all that piece or parcel of Foras land or ground together with the messuages, tenements or dwelling standing thereon situate and lying and being at D'souza street ( now known as V. V. Chandan street), Vadgadi in the Island and Registration Sub-District of Bombay containing by admeasurements **113.71** Sq Meters or thereabout, (as per Property Register Card) equivalent to and registered in the Books of Collectors' Land Revenue under Old no 994, New No 6726, Old Survey No. 684, 686 Laughton Survey no 2198 and bearing C. S. No 802 of Mandvi Division and assessed by the Bombay Municipal Assessment under "B"-Ward No 1811 Old Street No 81-83 and New Street No 27 free from all encumbrances to the Purchaser therein on certain terms and conditions as appearing therein and for a consideration amount more particularly set out therein. Hereinafter referred to as the "**Property No 3**"

D) The name of **Shrikant Gordhandas Ruparel** and **Shrideviben Narendas Ruparel** is appearing in the Property Register Card and Copy of the Property Register Card of all the said Property's is annexed hereto and marked as **Annexure "B-1", "B-2" & "B-3"**.

E) The said building standing in the said Property is known as "                    " and the said building was in a dilapidated condition and it was occupied by the Tenants of the Owner.

F) The building in the said property being in the exclusive use and occupation of various Tenants, the Owners/Developers herein have arrived at arrangements with the said Tenants who have granted their consent to the redevelopment as required by MHADA in terms of Development Control Regulation 33 (7).

G) The Owners/Developers herein having formulated a comprehensive scheme for re-development and propose to construct on the said property multi storied building/s and accordingly have obtained Redevelopment NOC

from Mumbai Building Repairs and Reconstruction Board (MBRRB) bearing No. R/NOC/F-1886/905/MBRRB-11 dated 23<sup>rd</sup> February 2011 and have also obtained from the Municipal Corporation of Greater Mumbai sanction of Building Plans and IOD bearing No. EB/6035/B/A dated 13.03.2013 and Commencement Certificate bearing No. EEBPC/6035/B/A dated 13.12.2013 and having obtained the said requisite sanctions from the Concerned Authorities have vacated the tenants and occupants from the said property and have commenced construction of a new multistoried building to be known as “**FORTUNE EDGE**” in accordance with the sanctioned building plans and permissions. (Copy whereof NOC, Intimation of Disapproval and the Commencement Certificate issued by Municipal Corporation of Greater Mumbai is hereto annexed and marked as “**Annexure "C"**")

**H)** The Developers have appointed M/s A P Dharia & ASSOCIATES, an Architect registered with the Council of Architects and have also appointed M/S HANWARE CONSULTANTS, a Structural Engineer for the implementation of the development sanctions and the structural design and drawings of the buildings and the Owners/Developers accept the professional supervision of the Architect and the Structural Engineer so appointed in respect of the building/s to be constructed on the said property;

**I)** The Flat Holder has applied to the Owners/Developers for allotment to the Flat Holder of premises in the Building known as/ to be known as “**FORTUNE EDGE**” to be constructed on the said property described in the First Schedule hereunder written;

**J)** Accordingly, the Owners/Developers herein have allotted to the Flat Holder, a premises bearing No. \_\_\_\_\_ on the \_\_\_\_\_ floor, of the building to be known as “**FORTUNE EDGE**” in the said property described in the First Schedule hereunder written;

**K)** The Flat Holder has taken inspection of the aforesaid Conveyances, MHADA NOC, Intimation of Disapproval copy of sanctioned plans amended from time to time and Commencement Certificate issued by the Municipal Corporation of Greater Mumbai and in token thereof of having taken inspection, has executed the present Agreement;

**L)** On demand of the Flat Holder, the Owners/Developers have given inspection to the Flat Holder of all the documents of title relating to the said property, including the Deed of Conveyance in favour of the Owners/Developers, the MHADA NOC, Intimation of Disapproval and Commencement Certificate issued by the Municipal Corporation of Greater Mumbai, plans, designs and specification prepared by the Owners/Developers Architect M/S A P Dharia & ASSOCIATES and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made there under, and in token thereof having taken inspection, has executed the present Agreement;

**M)** An authenticated copy of the Certificate of title issued by PRADEEP J RAMCHANDANI, Advocates & Solicitors, in respect of the property described in the First Schedule hereunder written is annexed hereto and marked **Annexure "A-1", "A-2" & "A-3"**. The Flat Holder further confirms that the copy of the Title Certificate annexed hereto is the True Copy of the Original Certificate inspected by the Flat Holder. The Flat Holder accepts the said Title Certificate and agrees not to raise any further or other requisitions or objections to the title of the said Owners/Developers to the said property. An authenticated copy of the Property Register Card in respect of the said property described as Firstly in the First Schedule hereunder written reflecting the name of the Original Owner as the Holder as well as a copy of the Property Register Card in the respect of the said property which reflects the Ownership as Holder thereof is annexed as **Annexure "B-1", "B-2" & "B-3"** Collectively hereto;

**N)** The Flat Holder in view of the said allotment has requested the Owners/Developers herein to enter into this Agreement agreeing to sell to the Flat Holder the said premises No. \_\_\_\_\_ on the \_\_\_\_\_ floor of the building known as **"FORTUNE EDGE"** at the price and on the terms and conditions hereinafter contained;

**O)** The Carpet Area of the said premises is \_\_\_\_\_ square Feet. For the purposes of this Agreement, "carpet area" means the net useable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said premises, if any, verandah area and exclusive open terrace area, if any, appurtenant to the

said premises, but includes the area covered by the internal partition walls of the said premises.

**P)** Prior to the execution of these presents the Flat Holder has paid to the Developers herein, a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as an advance money or an Earnest Money or deposit (the payment and receipt whereof the Developers doth hereby admit and acknowledge) towards the sale price of the premises agreed to be sold to the Flat Holder and the Flat Holder has agreed to pay to the Developers balance of the Sale price in the manner hereinafter appearing;

**Q)** The Owners/Developers have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 (RERA) with the Real Estate Regulatory Authority at \_\_\_\_\_ No. \_\_\_\_\_.

**R)** Under Section 4 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 as also Section 13 of the Real Estate (Regulation and Development) Act, 2016, the Owners/Developers are required to execute a written Agreement for Sale of the said premises with the Flat Holder, being in fact these presents, and also to register the said Agreement under the Registration Act, 1908.

**S)** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties hereto, the Owners/Developers hereby agree to sell and the Flat Holder hereby agrees to purchase the said premises.

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

1. The Owners/Developers shall, under the normal conditions and subject to the availability of the required building materials construct and complete the said building as per the said plans, designs, and specifications seen and approved by the said Flat Holder, and as approved by the Municipal Corporation for Greater Mumbai, with such variations, additions, alterations and modifications as may be necessary due to architectural and structural

reasons and/or as the Owners/Developers may consider necessary or may be required by any public authority or due to change in law to be made in them. So long as the area of the said premises (agreed to be acquired by the Flat Holder from the Owners/Developers) is not altered, the Owners/Developers shall be at liberty (and are hereby permitted) to make variations in the layout/elevations of the property and/or of the building including relocating the open spaces/all structures/buildings/garden spaces and/or varying the location of the access to the said building as the exigencies of the situation and the circumstances of the case may require. The Flat Holder hereby expressly consents to such variations as if the said variations had been incorporated in the approved plans and the consent hereby granted shall be deemed to be granted under the provisions of Section 7 of the Maharashtra Ownership of Flats Act, 1963. The Flat Holder agrees to execute such further consents if and when required by the Owners/Developers and/or the Planning Authority for recording the Flat Holders consent to amendments to the approved plans and the layout so long as the area of the premises to be allotted to the Flat Holder remain unchanged save and except to the extent of + or – 10% of the agreed area.

2. The Flat Holder hereby agrees to purchase from the Owners/Developers and the Owners/Developers here by agree to sell to the Flat Holder, one premises bearing Flat/Shop/ Premises No. \_\_\_\_\_ on the \_\_\_\_\_ Floor of carpet area admeasuring \_\_\_\_\_ sq. mtrs. equivalent to \_\_\_\_\_sq. ft., of the said Building "**FORTUNE EDGE**" to be constructed on the property described in the First Schedule hereunder written (hereinafter referred to as "**the said premises**") for the aggregate price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_only) including Rs.NIL being the proportionate price of the common areas and facilities appurtenant to the premises.

3. The Flat Holder hereby agrees to pay to the Owners/Developers, the amount of the purchase price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_only) in the following manner:

(a) Rs. [•]/- (Rupees [•] only) (not exceeding 10% of the total monetary consideration) as an advance money or an Earnest Money or deposit (the payment and receipt whereof the Developers doth hereby admit and acknowledge);

(b) By paying Rs. [•]/- (Rupees [•] only) on or before the execution of this Agreement;

(c)

(i) Rs. [•]/- (Rupees [•] only) within 7 days from the date of intimation about the completion of the Eleventh slab of the said Building being cast;

(ii) Rs. [•]/- (Rupees [•] only) within 7 days from the date of intimation about the completion of the Twelfth slab of the said Building being cast;

(iii) Rs. [•]/- (Rupees [•] only) within 7 days from the date of intimation about the completion of the Thirteenth slab of the said Building being cast;

(iv) Rs. [•]/- (Rupees [•] only) within 7 days from the date of intimation about the completion of the Fourteenth slab of the said Building being cast;

(v) Rs. [•]/- (Rupees [•] only) within 7 days from the date of intimation about the completion of the Fifteenth slab of the said Building being cast;

(vi) Rs. [•]/- (Rupees [•] only) within 7 days from the date of intimation about the completion of the Sixteenth slab of the said Building being cast;

(vii) Rs. [•]/- (Rupees [•] only) within 7 days from the date of intimation about the completion of the Seventeenth slab of the said Building being cast;

(viii) Rs. [•]/- (Rupees [•] only) within 7 days from the date of intimation about the completion of the Eighteenth slab of the said Building being cast;

(ix) Rs. [•]/- (Rupees [•] only) within 7 days from the date of intimation about the completion of the Nineteenth slab of the said Building being cast;

(x) Rs. [•]/- (Rupees [•] only) within 7 days from the date of intimation about the completion of the Twentieth slab of the said Building being cast;

(xi) Rs. [•]/- (Rupees [•] only) within 7 days from the date of intimation about the completion of the Twenty First slab of the said Building being cast;

(xii) Rs. [•]/- (Rupees [•] only) within 7 days from the date of intimation about the completion of the Twenty Second slab of the said Building being cast;

(xiii) Rs. [•]/- (Rupees [•] only) within 7 days from the date of intimation about the completion of the Twenty Third slab of the said Building being cast;

(xiv) Rs. [•]/- (Rupees [•] only) being the balance purchase price within 7 days from the date on which the Owners/Developers give to the Flat Holder, a written intimation that the said premises are ready for occupation irrespective as to whether the Flat Holder takes possession thereof or not. The time for each of the aforesaid payments as well as other payments to be made by the Flat Holder to the Owners/Developers shall be the essence of the contract. The Owners/Developers though not bound to forward to the Flat Holder the intimation of the Owners/Developers having carried out the aforesaid work at the address given by the Flat Holder/Purchaser under this Agreement and the



Flat Holder/Purchaser will be bound to pay the amount of installments within eight days of Owners/Developers dispatching such intimation by Courier or Ordinary Post at the address of Flat Holder/Purchaser as given in these presents. The Owners/Developers has represented that the installments paid by the Flat Holder/Purchaser shall be deposited in an account specified for the said development project and shall be utilized in accordance with the guidelines and provisions of the Real Estate (Regulation and Development Act, 2016) and the Rules formed there under;

4. The list of specification and amenities to be provided in the premises agreed to be purchased by the Flat Holder is described in the Third Schedule hereunder written.

5. The Flat Holder shall pay such escalation as may be levied by the Owners/Developers in the event of the cost of construction standing enhanced by 10% or more or any account of any premium, additional premium and/or development charges being levied by the municipal corporation, State Government or any other authority. In the event of the Flat Holder failing to pay such escalation, the same will constitute a breach and result in termination of the Agreement.

6. The Total Price above excludes Taxes (consisting of tax paid or payable by the Owners/Developers by way of Value Added Tax, Service Tax, Goods and Services Tax and Cess or any other similar taxes or levies which are leviable or which may be levied, in connection with the construction of and carrying out the Project or in connection with the transaction covered by this contract) and the same shall be payable by the Flat Holder on demand at any time and the Owners/Developers and/or Owners/Developers shall not be held liable or responsible in respect thereof. In the event of onus and responsibility being cast upon the Owners/Developers and/or Owners/Developers to pay any such Taxes including as may be levied on the labour and/or constructions charges, it shall be the obligation of the Purchaser to pay the same to the Owners/Developers who shall thereafter pay the same to the Concerned Authority.

7. The Owners/Developers 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 plans or thereafter and shall before handing over possession of the premises to the Flat Holder, obtain from the concerned local authority, Occupation Certificates in respect of the said premises.

8. The Flat Holder confirms that the installments payable by the Flat Holder and all amounts payable under these presents shall be paid on the respective due dates without any delay or default as time in respect of payment of installments and in respect of all amounts payable under these presents by the Flat Holder to the Owners/Developers is the essence of the contract. If the Flat Holder delays or defaults in making payment of any of the installments or amounts, the Owners/Developers shall be entitled to interest at the rate of 18% per annum on all such amounts and installments from the date of default till payment and/or receipt thereof by the Owners/Developers without prejudice, to their other rights in law and under these presents.

9. It is further agreed that on the Flat Holders committing default in payment of either the installments or any other amount or amounts under these presents on the due date (including his/her proportionate share of taxes, rates, cesses, other charges, betterment charges and all other outgoings) the Owners/Developers shall be entitled at their option to terminate this Agreement PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Owners/Developers after giving the Flat Holder 15 days prior notice in writing of their intention to terminate this Agreement and specifying the breach or breaches of the terms and conditions on account of which the Owners/Developers intend to terminate the Agreement and if the Flat Holder continues the default in remedying such breach or breaches after the expiry of the stipulated period of fifteen days from the date of such notice from the Owners/Developers the Agreement shall stand ipso facto terminated without any further notice. It is further agreed that upon termination of this Agreement as stated herein the Owners/Developers shall refund to the Flat Holder the installments of the said price which the Flat Holder may till then have paid to the Owners/Developers less a sum of 20% of the total price of the Flat which amount shall stand forfeited without the Owners/Developers being liable to pay to the Flat Holder any interest on the amount so refunded. Upon termination of this Agreement, the Owners/Developers shall be at liberty to dispose off and sell the said premises to such person or persons of such price and on such conditions as the Owners/Developers may desire and think fit in their

absolute discretion and the Flat Holder shall have no right in that behalf. The Flat Holder agrees that the Owners/Developers are not bound to give notice for payment of amounts due under these presents on their respective due dates mentioned herein and the failure thereof shall not be pleaded as an excuse for non-payments of any amount or amounts on their respective due dates. The Flat Holder further agrees that the Owners/Developers will be liable to refund the amounts as herein above stipulated on termination of the Agreement only after Owners/Developers sells the said flat/premises and at a price not below the price agreed to be sold to the Flat Holder. In the event of the Premises/Flat being sold at a price below the purchase price agreed with the Flat Holder herein then in such event the shortfall will be made good by the Flat Holder and the Owners/Developers will be liable to refund only such balance amounts after taking into account the shortfall and the 20% forfeiture amount and to which the Flat Holder agrees as evident from the execution hereof. The Flat Holder after consulting his legal advisors has agreed to the specific agreed terms relating to termination of this Agreement taking into account the fact that the Owners/Developers have granted considerable rebate and discount while agreeing upon the purchase consideration as well as the installment of payment as stipulated under clause 3 above.

10. Possession of the said premises shall be delivered to the Flat Holder after the said building is ready for use and occupation and the Occupation Certificate in respect thereof is granted by the Municipal Corporation of Greater Mumbai in respect of the said Building or of the part thereof in which the said premises may be situated PROVIDED THAT all the amounts due by the Flat Holder under this Agreement have been paid by the Flat Holder to the Owners/Developers. The Flat Holder shall take possession of the said premises within seven days of the Owners/Developers giving written notice to the Flat Holder intimating that the said premises are ready for use and occupation upon paying to the Owners/Developers all the amounts, if any, including interest that may have remained to be paid under any of the provisions hereof by the Flat Holders to the Owners/Developers;

11. It is expressly agreed that the possession of the said premises will be handed over by the Owners/Developers to the Flat Holder by \_\_\_\_\_ provided the Owners/Developers have received the full purchase price of the said premises and other amounts payable by the Flat Holder to the Owners/Developers under these presents and provided the construction by

the Developers is not delayed on account of non-availability of steel, cement or other building material, water or electric supply and no act of God, Civil Commotion, Riot, War force majeure, strike/lockout/ layoffs of the labour of the **Developer** or of the manufacturers/ suppliers of building materials or other natural calamity or any notice, Order, Rule, Notification of the Government and/or any other Public Body and/or Competent Authority has disturbed the construction schedule of the Owners/Developers and there is no delay in issue of occupation certificate and/or Building completion Certificate by the Mumbai Municipal Corporation and/or Planning Authority and for such other similar reasons and/or circumstances beyond the control of the Owners/Developers. In the event of there being delay incompletion of construction and handing over possession on account of reasons beyond the control of the Owners/Developers, the Owners/Developers will not be held responsible for the same and the Flat Holder shall not make any claim for damages or compensation on account of delayed possession in view of such delay being on account of reasons beyond the control of the Owners/Developers.

12. The Owners/Developers shall confirm the final carpet area that has been allotted to the Flat Holder after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of ten- percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Owners/Developers in the event of any change in the carpet area. If there is any reduction in the carpet area within the defined limit then Owners/Developers shall refund the excess money if paid by Flat Holder within ninety days. If there is any increase in the carpet area allotted to Flat Holder, the Flat Holder will on demand pay the excess money in respect of the additional area to the Owners/Developers.

13. The Flat Holders shall take possession of the premises within 7 days of the Owners/Developers giving written notice to the Flat Holders intimating that the said premises are ready for use and occupation. Upon the possession of the said premises being delivered to the Flat Holders, he/she shall be entitled to the use and occupation of the said premises. Upon the Flat Holders taking possession of the said premises he/she shall have no claim against the Owners/Developers in respect of any item of work in the said premises which maybe alleged not to have been carried out or completed and it is agreed that

all such claims of the Flat Holders against the Owners/Developers shall be deemed to have been waived and/or given up by the Flat Holder.

14. Commencing a week after notice is given by the Owners/Developers to the Flat Holders that the premises are ready for use and occupation, the Flat Holders shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and building namely local taxes, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary of and incidental to the management and maintenance of the said land and building. Until the Society is formed and the said land and building transferred to it, the Flat Holders shall pay to the Owners/Developers such proportionate share of outgoings as may be determined by the Owners/Developers. The Flat Holders further agree that till the Flat Holder's share is so determined the Flat Holders shall pay to the Owners/Developers provisional monthly contribution of Rs. \_\_\_\_\_/- per sq.ft. per month on the built up area towards the outgoings. The Flat Holders undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reasons whatsoever. The Flat Holders and/or their proposed Society will not require the Owners/Developers to contribute proportionate share of the maintenance charges of the premises with or without open garage and other areas attached thereto which are to be constructed or which are not sold and disposed off by the Owners/Developers. The Owners/Developers will also be entitled to the refund of the Municipal Taxes on account of the vacancy of the unsold premises.

15. The Flat Holders agree and bind themselves on or before the delivery of the possession of the said premises, to pay to the Owners/Developers the following amount:

- (1) Rs. \_\_\_\_\_/- for legal charges;
- (2) Rs. \_\_\_\_\_/- for share money, application entrance fees of the society;
- (3) Rs. \_\_\_\_\_/- for formation and registration of the society;
- (4) Rs. \_\_\_\_\_/- per sq.ft. per month on the built up area being provisional outgoings for the payment of proportionate share of provisional maintenance, charges, outgoings, which will include Municipal and other taxes and charges of water bills, common electric bill, etc.;

(5) The Flat Holders agree to pay to the Owners/Developers, a sum of Rs. [•]/- (Rupees \_\_\_\_\_ Only) on account and towards the amount of the deposit payable to the Mumbai Municipal Corporation as Water Meter Deposit and amount payable to the B.E.S.T. for the Electric Meter to be installed on the said Flat/Terrace or covered parking space of the Flat Holders. The Owners/Developers shall utilize the sum of Rs. [•]/- (Rupees [•] Only) paid by the Flat Holders to the Owners/Developers under Sub-Clause (1) and (2) hereinabove, for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Owners/Developers in connection with preparing Owner/Society rules, regulations and bye-laws etc. The aforesaid deposit/payments shall not carry any interest. The Flat Holders shall not ask for any refund or any account of the said amounts from the Owners/Developers. The amounts so paid by the Flat Holders to the Owners/Developers under 10 (4) herein shall not carry any interest and remain with the Owners/Developers until the management is transferred to the Society/Owner as aforesaid. Subject to the provisions of Section 6 of the MOFA Act, on such management being transferred to the Society/Owner, the aforesaid deposit (less the outgoings in respect of the premises purchased and deduction provided for in the Agreement) shall be paid over by the Owners/Developers to the society/Owner. The Developers confirms that the maintenance and outgoings to be paid by the Flat Holder will be calculated on the basis of the proportion of the carpet area of the said premises to the carpet area of the entire building.

16. The Owners/Developers hereby represent to the Flat Holder as follows:  
(A)

- i) In terms of and as set out in the title report annexed to this agreement the Owners/Developers are well and sufficiently entitled to carry out development upon the said property and also has actual physical and legal possession of the said property.
- ii) The Owners/Developers have lawful rights and requisite approvals from the competent Authorities to carry out development of the said property and shall obtain requisite and further approvals from time to time to complete the development of the said property and to avail of the entire development potential thereof in terms of the Development Control Regulations;
- iii) There are no encumbrances upon the said property save and except those as maybe disclosed in the title report;

- iv) There are no litigations pending before any Court of law with respect to the said property which restrain the development of the said property or the making of this Agreement save and except those disclosed in the title report;
  - v) All approvals, licenses and permits issued by the competent authorities with respect to the said building/wing under construction are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said land and said building/wing and the further buildings is to be constructed shall be obtained from the Planning Authority in accordance with law;
  - vi) The Owners/Developers have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Flat Holder created herein, may prejudicially be affected;
  - vii) The Owners/Developers have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said land and the said premises which will, in any manner, affect the rights of the Flat Holder under this Agreement;
  - viii) The Owners/Developers have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the offering of possession of the new premises to the Flat Holder;
  - ix) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Owners/Developers in respect of the said land except those disclosed in the title report.
  - x) The Owners/Developers confirm that the Owners/Developers are not restricted in any manner whatsoever from selling the said premises to the Flat Holder in the manner contemplated in this Agreement;
- (B) The Flat Holder have prior to the execution of this Agreement satisfied himself/herself/itself/ themselves about the title of the Owners to the said land described in the First Schedule hereunder written and have absolutely accepted the same.
- (C) The Flat Holder has also prior hereto satisfied themselves of the F.S.I. available and presently consumed on the said land described in the Schedule

hereunder written, having inspected the sanctioned building plans. The Flat Holders are informed and are aware that the Owners/Developers will be utilizing further FSI as would be available and sanctioned by the Planning Authority from time to time under various provisions of the Development Control Rules and not limited to DCRs 33(7), 33(9), 33(10), 33(14), 33(15) etc. as maybe modified and amended from time to time and the Flat Holder aware of the same and as disclosed in the manner herein contained records that he/she/it/they have no grievance in respect thereof of any notice whatsoever.

17. The Flat Holders shall not use the said premises or any part thereof or permit the same to be used for purpose other than residence. He shall not use the motor garage or parking space if allotted to the Flat Holders for the purposes other than for keeping or parking the Flat Holder's own motor car. The Flat Holder is fully aware that the parking if allotted to the flat holder as and by way of an additional amenity will be subject to the rules and regulations as may be framed by the Co-operative Housing Society or Association of Flat Purchasers and the Flat Holder agrees to abide with the same. The Flat holder will not in any manner object to or create any hindrance to any other Flat holder in respect of any parking's if allotted by the Owners/Developers to such Flat holder as an additional amenity and on formation of the Society will also abide with and honour the allotments of parking's if any made to the other Flat holders which are in the nature of an additional amenity.

18. The Flat Holders shall not store in the said premises any goods which are hazardous, combustible or dangerous in nature or so heavy as to damage the construction or structure of the Building or are objected to by the concerned local or other authorities, and shall not carry or cause to be carried heavy packages to the upper floors which are likely to damage the staircases, common passages or any other structure of the Building including entrances of the premises and the Flat Holders shall be liable for the consequences of breach of this clause.

19. The Flat Holders have prior to the execution of this Agreement satisfied himself/herself/itself/ themselves about the title of the Owners/Developers to the said land described in the First Schedule hereunder written. The Flat holders have also prior hereto satisfied themselves of the F.S.I. available and consumed on the said land described in the Schedule hereunder written.



20. The Flat Holders shall from the date of possession, maintain the said premises at his/her own costs in good and tenantable repairs and shall not do or suffer to be done anything in or to the said premises the staircases and/or common passages which maybe against the rules and/or regulations and/or bye-laws, rules or regulations of the Municipality, B.E.S.T. or legal bodies or any other authority nor shall the Flat Holders change, alter or make additions and/or alterations in or to the buildings or any part thereof or change the user thereof. The Flat Holders shall be responsible for violation or breach of this provision and hereby agrees to save harmless, indemnify and keep indemnified the Owners/Developers as well as such Co-operative Society against any action and liability of any nature whatsoever on account of any such breach, defaults, commission or omission on the part of the Flat Holders.

21. The Owners/Developers shall be at liberty to sell, assign, transfer or otherwise deal with their right, title or interest in the said property and/or in the building to be constructed thereon and mortgage the same provided it does not in any way affect or prejudice the area of the Flat Holders in respect of the said premises and provided the mortgage if averted is released to the extent of the Owners/Developers premises at the time of handing over possession thereof. The Owners/Developers shall not hereafter mortgage or create any charge on the said premises agreed to be acquired by the Flat Holder/Purchaser.

22. The Flat Holders shall permit the Owners/Developers and their servants and agents with or without workmen and other at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and the Flat Holders shall make good within three months, of the giving of a notice, all defects, decays and wants of repairs of which such notice in writing shall be given by the Owners/Developers to the Flat Holders. The Flat Holders shall also permit the Owners/Developers and their servants and agents with or without workmen and others at all reasonable times to enter into and upon the said premises for the purposes of repairing any part of the building and for the purpose of making repairs, maintaining, rebuilding, clearing, lighting and keeping in order and condition all services, drains, pipes, cables, water courses, gutter, wires, party wall, structures or other conveniences belonging to or serving or used for the said building also for the purpose of laying, maintaining,

repairing and re instating drainage and water pipes and electric wires and cables and for similar purposes.

23. The Flat Holders shall permit the Owners/Developers and their surveyors and agents, with or without workmen and other, at all reasonable times to enter into and upon the said land and premises or any part thereof to view and examine the state and condition thereof.

24. The Owners/Developers shall have first lien and charge on the said premises agreed to be acquired by the Flat Holders in respect of any amount payable by the Flat Holders under the terms and conditions of this Agreement.

25. (i) The Owners/Developers hereby declare that they are presently constructing the proposed building as per the floor space index available in respect of the said property and if, however, there is any increase in floor space index available in respect of the said property or in the event of the Owners/Developers proposing to avail of any additional FSI as maybe permitted to be consumed by availing of any other provisions of the Development Control Regulation, the Owners/Developers alone shall be entitled to utilize such additional floor space index by constructing additional floor/s on the said building as may be approved by the local authority or Government of Maharashtra or other competent authority. The residual F.S.I. if any, in the said property available but not sanctioned will be available to the Owners/Developers even after the registration of the society as well as the transfer of the said property and building and the Owners/Developers will be entitled to utilize the same by constructing on the said property. The Purchaser/s agree/s and undertake/s to permit and give the Owners/Developers all facilities for making any additions, alterations or to put up any additional structures or floors, on the said property even after the said society or limited company is formed and registered to enable the entire FSI and or other benefit being utilized by the Owners/Developers on the said property. The Flat Holder will not be entitled to any rebate and/or charge for alteration and additions made in the said Building.

(ii) It is hereby expressly clarified, agreed and understood between the parties hereto that:

(a) The Owners/Developers are entitled to use the available FSI and T.D.R., for construction of the building/s on the said Entire Property.

(b) The entire unconsumed and residual F.S.I. and T.D.R., if any in respect of the said building to be constructed on the said building on the said property and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D.P. Plan, Rules, Regulations and bye-laws governing the FSI as also the F.S.I. which may be available as aforesaid on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any setback area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to Owners/Developers and neither the Flat Holder herein, nor the Organization of Flat Holders shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

(c) The Owners/Developers, shall have the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR respectively for constructing any new and additional structures and floors thereon, and/or otherwise howsoever, as the Owners/Developers may desire and deem fit and proper and as may be legally permitted, whether now or at any time in future. It is expressly agreed that in case of vertical expansion of the said building by way of additional floor/s, the Owners/Developers shall be entitled to shift the water tank/s, dish antenna/s, relay station for cellular and satellite communications etc., either over and above such additional floors and/ or extension or such other place/s as the Owners/Developers may deem fit and proper. In the event of separate Buildings to be constructed in the property the Owners/Developers shall be entitled to shift and relocate the compulsory open space, recreation grounds etc. and the Flat Holder does hereby irrevocably authorize the Owners/Developers in that regard and agrees not object to any modification and amendments to the layout plans as may be required by Owners/Developers to consume the additional FSI/TDR on the said property.

(d) All such new and additional tenements, units, premises buildings and structures shall absolutely and exclusively belong to the Owners/Developers, and neither the Flat Purchaser/s herein, nor the Common Organization of Flat Holders shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Owners/Developers shall be entitled to deal with,

sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Flat Holder nor the Common Organization shall raise any dispute or objection thereto and the Flat Holder hereby grants his/her/their irrevocable consent to the same;

(e) The Common Organization of Flat Holders shall admit as its members all Purchaser/s's of such new and additional units/premises/ tenements when ever constructed on the said building.

(f) The Owners/Developers shall be entitled to grant any Right of Way or license of any right through, over or under the said property to any person or party including occupant, Purchaser/s or person entitled to any area or areas in any building(s) which may be construction by the Owners/Developers on the said property or any other adjoining property or properties to the said property or to any other person as the Owners/Developers may desire or deem fit.

26. (a) The Flat Holder hereby covenant, agree and undertake to sign such consent letters and other papers as may be required by the Owners/Developers from time to time for availing of the benefit of construction of the additional floors/area and/or structures as per the rules and regulations of the local authority;

(b) The Flat Holders shall from time to time sign all applications, papers and documents, and do all such acts, deeds, matters and things as the Builder and/or the society may require for safeguarding the interest of the Owners/Developers and/or the Flat Holders and the other purchasers of the said premises in the said building.

27. The BEST Undertaking or TATA Power Limited or RELIANCE POWER or any other local body or authority requires a sub-station to be put on the stipulated property, the costs, charges and expenses of the land and structure thereof shall be borne and paid by all the purchasers of the premises in the said building including the Flat Holders herein in proportion with the area of their respective premises.

28. The Flat Holders hereby agree and bind themselves to pay to the Owners/Developers or to the said Society when formed, as the case may be, such amounts as may be required to be paid in respect of the Society Office

Charges, Cable Charges, development charges and similar other disbursements as and when demanded by the Owners/Developers and the same shall be paid by all the Owners/Developers of the flats/terraces/open or covered parking spaces.

29. (a) The Flat Holder hereby agrees and binds himself to pay to the Owners/Developers or to the said Society when formed, as the case may be, such amounts as non-interest bearing deposit or otherwise as may be required to be paid in respect of Electricity meter deposit, water meter charges, Gas Meter deposits and similar other deposits/disbursements as and when demanded by the Owners/Developers and the same shall be borne and paid by all the Purchasers of premises in the building in proportion to the area of respective flats/ terraces/ open or covered parking spaces;

(b) The Flat Holders agree to pay to the Owners/Developers within 7 days on demand the Flat Holder's SHARE of such deposit;

(c) The Development and/or betterment charges or other levy by the concerned local authority, Government and/or any other public authority in respect of the said land and/or buildings along with all the purchasers of flats/premises/shop in the Building in proportion to the floor area of their respective premises.

30. The Owners/Developers or any person or persons nominated by the Owners/Developers or the party/s to whom the rights concerned under this clause are assigned shall have an absolute right to make additions, put up additional structures as may be permitted by the Municipal Corporation and other competent Authority and such additions, alterations and structures will be the sole property of the Owners/Developers or their nominee or nominees as the case may be who will be entitled to dispose off the same in any way they choose and the Flat Holder hereby consents to the same. The Owners/Developers and/or their nominee or assigns shall be entitled to display advertisements or hoardings or sign boards or neon signs on any portion of the compound comprised in the said premises including the terrace walls, parapet walls dead wall and compound walls and shall be exclusively entitled to the income that may be derived by display of the said advertisements or hoardings at all times hereafter. The Owners/Developers and/or their nominees or assigns shall also be entitled to install V-Sat Antenna and Broadcasting and Communication Towers on the Terrace of the buildings and to appropriate the entire income or consideration in respect thereof for

themselves. The Agreement with the Flat Holder in the said building shall be subject to the aforesaid rights of the Owners/Developers or their nominee or nominees or assignees and the Flat Holders shall not be entitled to raise any objection or to any reduction in the price of the flat/garages/parking spaces agreed to be acquired by him/her/them/itself and/or compensation or damages on the ground of inconvenience or any other ground whatsoever AND IT IS HEREBY AGREED that the Owners/Developers shall be entitled to nominate any other person or persons to obtain the benefit of the rights and interest conferred by this clause or to assign such benefits, rights and interest in favour of other persons. Such nominee or assignee shall be admitted as member/s of the said Co-operative Society, to whom the said Building will be transferred in pursuance of the provisions hereinafter contained provided further that neither of the Flat Holders or the Society, shall be entitled to charge the Owners/Developers and/or its nominee or assignees any amount by way of maintenance or otherwise in respect of the rights and benefits conferred upon them by this clause.

31. The Flat Holders will not be entitled to any rebate and/or charge for alteration and additions made in the said Building.

32. The Flat Holders shall not be entitled to in any manner modify the elevation and external look of the building.

33. The Flat Holders shall at his own costs carry out all internal repairs of the said premises and maintain it in the same condition, state and order in which it was delivered to the Flat Holder and shall not do or suffer to be done anything in or to the said premises which may be against any rules, regulations and bye-laws of the concerned local authority or other public authorities and the Flat Holder shall be responsible to the concerned Local Authorities and/or the other public authorities for anything so done in connection with the said Building and/or the said premises and shall be liable for the consequences thereof.

34. The Flat Holders shall not do or permit to be done any act, deed, matter or thing which may render void or voidable any insurance of the building in which the said premises are situated or cause any increased premium to be payable in respect thereof. The Flat Holder shall not decorate the exterior of his/her/its/their flat/parking space otherwise than in the manner agreed to

with the Owners/Developers or in the manner as far as may be in which the same was previously decorated.

35. The Flat Holders shall not throw dirt, rubbish, rags or refuse or otherwise permit the same to be thrown in any portion of the Building or the compound in which the said premises are situated.

36. (a) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said plot and building or any part thereof. The Flat Holder shall have no claim save and except in respect of the premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, stair cases, terraces, recreation spaces, etc. will remain the property of the Owners/Developers. It is agreed that the Flat Holder will have no objection if the Owners/Developers decide to allot any portion under the stilt to the persons not being the Purchasers of the premises in the said building. The Flat Holders and the Proposed Society shall admit the said Owners/Developers as their nominal members. The Flat Holders will not take any objection if the Prospective Owners/Developers enclose or cover their respective portion under the stilt subject to necessary permission from Concerned Authorities;

(b) The Owners/Developers shall be entitled to further amalgamate the property described in the First Schedule hereunder written with any other adjoining properties if they so desire and arrive at a further comprehensive redevelopment scheme reserving suitable rights of access to and from any other adjoining properties as may be acquired by the Owners/Developers and have no objection for flat holder or tenant of other properties become member of Society;

(c) Nothing contained in these presents shall be construed to confer upon the Flat Holder any right, title or interest of any kind whatsoever into or over the said buildings or land or any part thereof and such conferment shall take place only on the execution of the Deed of Conveyance or Lease hereinafter mentioned in favor of the co-operative Society of the Purchaser/Flat Holder/s of different flats/garages/ parking spaces in the building as hereinafter stated;

(d) The parking space if provided as an amenity for the Flat Holder will be subject to the rules and regulations as may be framed by the Co-operative Society of Flat Holders and the Flat Holder will be required to abide with all

such rules, regulations and directions as may be imposed by the Co-operative society of Flat Holders.

37. The Flat Holder agrees not to transfer, assign, or part with his/her interest in the said premises until the payment of the entire purchase consideration hereunder and after obtaining the prior written consent of the Owners/Developers.

38. The Flat Holder and person to whom the said premises are let, sub-let, transferred, assigned or given possession of, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Owners/Developers and/or the Cooperative Society as the case may be, require for safeguarding the interests of the Owners/Developers and/or of the other purchasers of the premises in the building, in keeping with the provisions of the Agreements.

39. The Flat Holder and the persons to whom the said premises are sub-let, let, transferred, assigned or given possession of shall duly and faithfully abide by, observe and perform all the rules, bye-laws and regulations which the Co-operative Housing Society at the time of registration may adopt, and the additions, alterations or amendments thereof for the protection and maintenance of the said building the said premises and other portions therein and for the observance and carrying out of the Building rules and regulations and the bye-laws for the time being of the Municipal Corporation of Greater Mumbai and the local authorities and of the Government and other public Bodies. The Flat Holder and the person to whom the said premises are let, transferred, assigned or given possession of, shall duly and faithfully abide by, observe and perform all the stipulations and conditions laid down by such co-operative society regarding the occupation and use of the Building and/or the premises therein and shall pay and contribute regularly and punctually towards the taxes, expenses and the other out goings under any head and of any nature whatsoever in accordance with the terms of this Agreement.

40. Without prejudice to the remedies available to the Owners/Developers in the event of the Flat Holder changing the user of the said premises, the Flat Holder hereby agrees and undertakes 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, on account of change of user of the said premises by the Flat Holder for any purposes other than for purpose for which it is sold.

41. (a) The Flat Holders hereby agree and undertake to become and be a member of the Co- operative Society or Association to be formed in the manner herein appearing and also from time to time to sign and execute the application for registration and for membership and other papers and documents necessary for the formation, and the Registration of the Co-operative Society and for becoming a member including the byelaws of the proposed Co-operative Society within 4 (four) days of the same being forwarded by the Owners/Developers to the Flat Holders and no objection shall be taken by the Flat Holders, if any changes or alterations or amendments or modifications are made in the draft bye-laws as may be required by the Registrar of the Co-operative Societies or any other Competent Authority or by the Owners/Developers. The Flat Holders shall be bound from time to time to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time for safeguarding the interest of the Owners/Developers and/or the other Flat Holders of the said other premises in the said Building or in the said compound;

(b) No objection shall be taken by the Flat Holders, if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative societies or any other Competent Authority;

(c) That the Society shall always be known as "-  
\_\_\_\_\_ " if so approved

by Registrar of Co-operative Societies or such other name as may be approved by the Owners/Developers 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 written permission of the Owners/Developers;

42. The Flat Holders hereby covenants that from the date of possession he/she shall keep the said premises the walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to him/her in good condition and tenantable repair and conditions and protect the parts of the building other than his/her/its/their premises and shall abide by all bye-laws, rules and regulations of the Government, Municipal Corporation of Greater Mumbai, Electric Supply Company and/or any other authorities and local

bodies and shall attend, answer and be responsible for all actions for violations of any such conditions or rules or bye-laws.

43. The Flat Holders along with the other Flat Holders who take or have taken the other premises in the said building being constructed by the Owners/Developers in the said property described in the First Schedule hereunder written shall become member of a Cooperative Society to be incorporated or formed by the Owners/Developers as the case may be and on the Deed of Lease , Conveyance or such other Assurance being executed, the rights of the said Flat Holder will be recognized and regulated, by the provisions of the said Co-operative Society and the rules and regulations formed by the said Society, but subject to the terms of this Agreement.

44. On the completion of the said building and other structure and the entire development of the property described in the First Schedule hereunder written including with that of any other adjoining properties as may have been amalgamated and merged with the said property and on receipt of by the Owners/Developers of the full payment of all the amounts due to them by all the Flat Holders of the said premises in the said Building and other structures (if permitted) the Flat Holders shall co-operate with the Owners/Developers in forming and registering a Co-operative Housing Society, the rights of members of such Co-operative Society being subject to the rights of the Owners/Developers under this Agreement and the Deed of Conveyance/Lease or such other Assurance as may be decided by the Owners/Developers to be executed in pursuance thereof. When the Co-operative Society is registered and all the amount due and payable to the Owners/Developers are paid in full as aforesaid and the development of the entire property is completed in all respects including the issue of the Building Completion Certificate, the Owners/Developers shall within one year thereafter execute a Deed of Conveyance/Lease and other necessary assurances of the said building "**FORTUNE EDGE**" with land appurtenant thereto and forming a part of the said entire property described in the First Schedule hereunder written in favor of the Co-operative Society it being agreed that such Deed of Conveyance/Lease and the other necessary assurances shall be in keeping with the terms and provisions of this Agreement. The Developers shall alone decide whether Deed of Lease or a Deed of Conveyance in respect of the said property will be executed in favour of the Co-operative Society.

45. In the event of the Co-operative Society being formed and registered before the sale and disposal by the Owners/Developers of all the premises in such building and in the compound, the powers and authority of the Co-operative society so formed or of the Flat Holder and the Flat Holders of the premises shall be subject to the overall authority and control of the Owners/Developers in respect of any of the matters concerning the said building, the construction and completion thereof and of all amenities pertaining to the same and in particular the Owners/Developers shall have absolute authority and control as regards the unsold premises and the disposal thereof. The Owners/Developers of the said unsold premises will also be entitled for membership of the Society on payment of the entrance fee and share subscription fee and the Society shall not be entitled to levy any premium or transfer charge while admitting the said Owners/Developers as members. The Society shall also not be entitled to seek any contribution from the Owners/Developers towards maintenance charges in respect of the unsold Flat and premises in the event of the Owners/Developers handing over management of the Building to the Society prior to sale of all the premises.

46. The Advocates and Solicitors of the Owners/Developers shall prepare and/or approve the Deed of Conveyance/Lease and all other documents to be executed in pursuance of this Agreement as also the bye-laws in connection with the formation, registration and/or incorporation of the Co-operative Society. All costs, charges and expenses of and including Stamp Duty, Registration Charges and all other expenses including of whatsoever nature in connection with the formation of the Co-operative Society and the preparation and execution of the Deed of Conveyance/Lease and its duplicate and other assurances, if any, in pursuance hereto shall be borne and paid by all the Purchasers of the flats, and other premises in the said building on the said property in proportion to the area of their respective premises and/or by such Co-operative Society comprising of the Flat Holder as the members thereof.

47. (a) The Stamp Duty and Registration Charges and all other out of pocket expenses of and incidental to this agreement shall be borne and paid by Flat Holder alone and this Agreement shall be lodged for Registration by the Flat Holder within the time prescribed under law and the Owners/Developers will attend the Sub-Registry Office and admit the execution thereof after the Flat

Holder informs them the date and Serial Number under which it is lodged for registration. If the Flat Holder/s fail/s to lodge this Agreement for Registration within the time prescribed by law, the Owners/Developers shall not be responsible for the same or for any consequences arising from non-registration of the Agreement for any reason whatsoever. The Flat Holders shall also be liable to bear and pay the proportionate stamp duty and registration charges that may be payable on the said Deed of Lease as the case may be. The Flat Holders will deposit with the Owners/Developers the necessary amount for the purpose whenever demanded and in any event before he/she/it/they is/are put in possession of the said premises;

(b) The Flat Holders hereby agree to pay on demand the Flat Holder's Share of Stamp Duty and Registration Charges, Payable, if any, by the said Society on the Assignment or any other document or instrument of transfer in respect of the said land and buildings to be executed in favor of the Society.

48. In the event of the Society of Flat Holders being formed and registered before the Sale and disposal of by the Owners/Developers of all the flats, garages, parking spaces, shops in the said building, the power and authority of the Society shall be subject to the overall control and authority of the Owners/Developers in respect of any of the matter concerning the said property and/or the said building, the construction and completion thereof and all the amenities appertaining to the same and in particular the Owners/Developers shall have absolute authority and control as regards the unsold flats, terrace, parking spaces (Open or Covered) and any other premises and the disposal thereof and the consideration for which the same shall be disposed off. It is further agreed that the Owners/Developers of the said unsold premises shall be admitted as members of the Society without levy of any premium or transfer fee. The Society in such event will only be entitled to levy share subscription amounts and membership application fee.

49. All letters, receipts and/or notices to be served on the Flat Holder and the Owners/Developers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Holder or the Owners/Developers by Registered Post A.D **and** notified Email ID and Courier Post at their respective addresses specified below:

Address of Flat Holder: \_\_\_\_\_

Notified Email ID: \_\_\_\_\_

Address of Owners/Developers: \_\_\_\_\_

Notified Email ID: \_\_\_\_\_

It shall be the duty of the Flat Holder and the Owners/Developers to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Owners/Developers or the Flat Holders, as the case may be.

50. The Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and Maharashtra Ownership Flat Rules, 1964 or the Maharashtra Apartment Ownership Act, 1971 whichever may be adopted by the Owners/Developers and the provisions of the Real Estate (Regulation and Development) Act, 2016 or any modification, amendments or re-enactments thereof for the time being in force any other provisions of laws applicable thereto.

51. Any delay tolerated or indulgence shown by the Owners/Developers in enforcing the terms and conditions of this Agreement or any forbearance or of giving of time to the Flat Holders by the Owners/Developers shall not be construed as waiver on the part of the Owners/Developers of any breach of or non-observance or compliance of any of the terms and conditions of this Agreement by the Flat Holder/s nor shall the same in any manner prejudice the rights of the Owners/Developers.

52. Any tax as a sale or otherwise in whatever form either as a whole or in part or any inputs or labour or material or equipment used or supplied in execution of or in connection with this transaction including service tax/charges, v.a.t. etc. shall be payable by the Flat Purchaser/s along with other Flat/premises Purchasers on demand and the Owners/Developers shall not be held liable or responsible in respect thereof. In the event of onus and responsibility being cast upon the Owners/Developers to pay any such service tax or service charge including as may be levied on the labour charges it shall be the obligation of the Flat Purchaser to pay the same to the Owners/Developers who shall thereafter pay the same to the Concerned Authority. The flat holders agree to pay such VAT & Service charges/taxes and all applicable taxes that may be payable and levied by concerned

authority. The Flat Holder also agrees to promptly pay the T.D.S. deducted relating to payments made to the Owners/Developers in the Income Tax treasury and issue forthwith the requisite certificate/confirmation in the matter.

53. All prevailing costs, charges and expenses including stamp duty and registration Charges of this agreement shall be borne and paid by the purchaser/s/Flat Holder/s alone.

54. The Flat Purchaser is the investor as defined under Article-5(g-a) (ii). In the event of assignment/transfer of the said flat within the stipulated period the investor will be titled to adjust the stamp duty as provided in the said article.

#### **THE FIRST SCHEDULE HEREINABOVE REFERRED TO:**

All the piece and parcel of quit and ground rent tenure (now redeemed) together with the messuage tenements or dwelling house standing thereon situate, lying and being at D'souza street ( now known as V.V.Chandan street), Vadgadi without the Fort of Bombay (Mumbai) in the Registration Sub-District of Bombay (Mumbai) and the Island City of Bombay (Mumbai) admeasuring 119.57 Sq Meters or thereabouts, ( as per Property Register Card) equivalent to and registered in the Books of Collectors' Land Revenue under Old no 611, New No 6270, Laughton Survey no 2200 and bearing C. S. No 800 of Mandvi Division, in the Books of Municipal Assessment under "B" Ward no 1809, Old Street No 71-73 and New Street No 37-39 and bounded as follows:

On or towards the North: by a property bearing C.S. No 801

On or towards the East: by a property bearing C.S. No 810

On or towards the West: by D'souza Street ( now known as  
V.V. Chandan Street)

On or towards the South: by a property bearing C.S. No 799

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

All the piece and parcel of quit and ground rent tenure (now redeemed) together with the messuage tenements or dwelling house standing thereon situate, lying and being at D'souza street ( now known as V.V.Chandan street), Vadgadi without the Fort of Bombay (Mumbai) in the Registration Sub-District of Bombay (Mumbai) and the Island City of Bombay (Mumbai) admeasuring 170.57 Sq Meters or thereabouts, (as per Property Register Card) equivalent to and registered in the Books of Collectors' Land Revenue under Old no 596 and 596, New No 6255, Old Survey No. 687 and 687 Laughton Survey no 2199 and bearing C. S. No 801 of Mandvi Division, in the Books of Municipal Assessment under "B" Ward no 1810, Old Street No 75-79 and New Street No 31-33-35 and bounded as follows:

On or towards the North: by a property bearing C.S. No 802

On or towards the East : partly by a sweepers passage and  
partly by a property bearing C.S. No 809

On or towards the West : by D'souza Street ( now known as  
V.V. Chandan Street)

On or towards the South: by a property bearing C.S. No 800

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

All the piece and parcel of quit and ground rent tenure (now redeemed) together with the messuage tenements or dwelling house standing thereon situate, lying and being at D'souza street ( now known as V.V.Chandan street), Vadgadi without the Fort of Bombay (Mumbai) in the Registration Sub-District of Bombay (Mumbai) and the Island City of Bombay (Mumbai) admeasuring 113.71 Sq Meters or thereabouts, ( as per Property Register Card) equivalent to and registered in the Books of Collectors' Land Revenue under Old no 994,1397 and New No 6726, Old Survey No. 684, 686, Laughton Survey no 2198 and bearing C. S. No 802 of Mandvi Division, in the Books of Municipal

Assessment under “B” Ward no 1811, Old Street No 81-83 and New Street No 27 and bounded as follows:

On or towards the North: by a property bearing C.S. No 803

On or towards the East : partly by a sweepers passage and  
partly by a properties bearing C.S. No 808 and No 809

On or towards the West : by D’souza Street ( now known as  
V.V. Chandan Street)

#### **THE SECOND SCHEDULE HEREINABOVE REFERRED TO:**

Residential Flat being Flat No. \_\_\_\_\_ situated on the \_\_\_\_\_ floor of the building known as FORTUNE EDGE admeasuring \_\_\_\_\_ sq. ft. carpet being constructed on the Property bearing C.S. No. **800, 801 & 802** of Mandvi Division, Mumbai – 400 003.

#### **THE THIRD SCHEDULE HEREINABOVE REFERRED TO:**

**(Specifications and Amenities)**

### **LIST OF AMENITIES**

- (1) Construction of entire building will be A-grade R.C.C. type and of scientific method and Earthquake Resistance enhance structural safety as per CFO Specifications.
- (2) Fire-Fighting system will be provided in designated area as per CFO specifications.
- (3) Individual electric meter for every Flat;



- (4) External walls will be constructed with 6" (with plaster 8") bricks and internal walls will be constructed with 4" (with plaster 6") bricks;
- (5) Height of every flat – flooring to ceiling will be as per approval of MHADA/ BMC.
- (6) Main entrance door of the tenement / flat shall be of flush type and 35 mm width which will be of best quality with standard polish finishing at both the sides of the same. Frame of the said doors shall be of best quality wood. The door shall bear telescopic peep hole (Magic Eye), Safety Chain, Good quality Night Latch, Attractive Heavy Aldrop of brass outside the door, handle and door stopper. Hinges of all the doors shall be of I.S.I mark in brass. Interior and exterior portion of the doors shall bear water-proof flush.
- (7) All windows of the tenement / flat shall have best quality and heavy gauged and power coated Aluminum frames, channels and locking system with 5 Millimeter thickness, of standard quality and tinted glass will be fixed in it.
- (8) Standard quality, thick and heavy gauged aluminum powder coated frame will be provided to W.C. and Bathroom.
- (9) Doors of bathroom and W.C. will be of standard quality and will be fixed into aluminium frames stroke channels.
- (10) Kitchen platform will be of black granite with molding. Standard quality stainless steel (size – 2' x 2') sink will be provided and Height of this platform will be as such so that Gas Cylinder may fit under this platform.
- (11) Ceramic Wall tiles (8" x 12") shall be fixed above the said kitchen platform upto the height of 4 feet.
- (12) Standard ceramic tiles shall be fixed on the flooring of the bathroom and W.C.
- (13) Standard Indian style / Western style W.C shall be fixed.
- (14) Glazed tiles of 8" x 12" size will be entirely fixed into the Bathroom and W.C.
- (15) All pipes for water supply shall be G.I. pipes of standard quality ad bearing ISI mark, P.V.C or C.I. pipes of standard quality with ISI mark recognized by M.C.G.M will be provided for drainage water and a separate P.V.C. pipes shall be provided for removing out gas of W.C.
- (16) Water storage tanks shall be constructed underground and above terrace of the building with sufficient amount of storage capacity and according to the M.C.G.M. rule so that sufficient water may be available / supplied. A pump room shall be constructed for the water supply to the tenants / occupants.
- (17) The building shall have 2 high speed ISI certified lifts.
- (18) Electric connection and separate meter with ISI mark shall be provided for every flat / tenement. All meters shall be fixed in the Meter-room. Heavy duty ISI marked 3 core copper cable shall be used for the Electric meter connections of the said tenement / flat;

(19) Internal wiring of the tenement / flat shall be concealed with ISI marked heavy duty wires. Adequate Light points in each tenement / flat shall be provided.

(20) Necessary arrangement of light shall be made on the ground floor, staircase and premises / passage of common use. Materials going to be used shall be standard quality and I.S.I. marked;

(21) Decorative Name-plate shall be fixed at the entrance of the lift.

(22) Anti-termite treatment for the entire building.

(23) Flooring of W.C and Bathrooms shall have appropriate ceramic tiles with proper water proofing done.

(24) Good quality sanitary wares and fitting in the W.C / Bathroom.

(25) Good quality of Flooring tiles either of Marbonite / Vitrified etc.

(26) Over head tanks and underground tanks for water must be built with cement, concrete and RCC frames, the structure and capacity of the tanks must be as per the rules and approval of M.C.G.M.

(27) Drinking water must be supplied through the MCGM, Pipelines only and adequate quota for same has to be arranged by the Developer for the Tenants.

(28) Good Quality durable hardware shall be used in every flat.

(29) All flats shall be painted with good quality paints

(30) Adequate Plumbing and drainage will be provided as per rules and regulations of BMC.

(31) Entrance of the newly constructed building must have beautifully design entrance lobby with visitors seating arrangement on the ground floor. The entrance lobby should be of granite flooring and designer ceramic/Dado tiles on each wall. Also the main entrance should be provided with decorative water proofing lights.

**IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed**

**their respective hands and signatures on the day and the year first hereinabove written.**

SIGNED AND DELIVERED )

by the withinnamed" **OWNERS/DEVELOPERS**" )

**M/S NINA REALTORS** )

by the hand of its Authorized Partner )

**Mr. SABIR YASIN NIRBAN** )

in the presence of )

1. )

2. )

SIGNED AND DELIVERED )

by the withinnamed “**FLAT HOLDERS**” )

\_\_\_\_\_ )

in the presence of )

1. )

2. )

RECEIVED a sum of Rs. \_\_\_\_\_/- )

(Rupees \_\_\_\_\_ Only) )

of and from the withinnamed )

\_\_\_\_\_ )

Flat Holder, being the amount payable )

under Clauses \_\_\_\_\_paid by )

him/her/them to us. ) Rs. \_\_\_\_\_/- )

WITNESSES: WE SAY RECEIVED

For \_\_\_\_\_

**(OWNERS/DEVELOPERS)**

=====

**AGREEMENT FOR SALE**

of premises No. \_\_\_\_\_ on \_\_\_\_\_  
Floor of **“FORTUNE EDGE”** situate at  
\_\_\_\_\_

DATED THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_, \_\_\_\_\_

=====

**BETWEEN:**

\_\_\_\_\_

...

(OWNERS/DEVELOPERS)

A N D:

\_\_\_\_\_

—

...FLAT HOLDER

DRAFT