

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai this_____day March of Two
Thousand Seventeen

BETWEEN

M/S. UNITEX a registered partnership firm having PAN No. AAAFU6826Eduly registered under the provision of Indian partnership Act, 1932, by the hands of its partner MR. VIJAY LAXMINARAYAN KHETAN authorized to execute this Agreement on behalf of M/S. UNITEX and having their place of business at B-115, Hind Saurashtra Indl.Estate, Andheri Kurla Road, Marol Naka, aandheri (East), Mumbai – 4400 059. hereinafter called “THE PROMOTERS” (Which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include the partners or partner for the time being constituting the said firm, the survivors or survivor of them and his/her/their heirs, executors and administrators of the last survivor and his/her/their permitted assigns) of the ONE PART;

AND

MR. MADHUSUDAN MAITY, age69 Years, having PAN No. AFBPM6047F and MRS. LAJWANTI MAITY age62 Years, having PAN No. AFBPM3259D both adults, Indian inhabitant of Mumbai presently residing at C-6,Nanddham, Bangur Nagar, Goregaon West, Mumbai 400104, hereinafter called the “THE PURCHASER/S” (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include them, their respective heirs, and legal representatives, executors, administrators, assigns, appointed power of attorney and all persons deriving title under or through them respectively) of the OTHER PART.

WHERE AS, by virtue of Agreement for Sale dated 04/11/1966 and thereafter vide Indenture of Conveyance dated 14th September 1973, executed by and between M/s. Laxmi Asbestos Products Ltd. And Mr. ShyamSuderKasat, the said Mr. Shyam Sunder Kasat, had acquired the open land property viz. All pieces and parcel of land together with message situated at Village – Pahadi Goregaon (west), Taluka Borivali, within the Registration sub-District and District at Mumbai, being Plot no. 162, C.T.S. No. 1051, admeasuring about 938.49 sq. yards equilant to 784.70 Sq. Mtr. or thereabout, more particularly described hereunder in the **FIRST SCHEDULE** of these presents; herein after for brevity's sake called as “THE SAID LAND”.

WHEREAS: Thereafter, the said Mr. Shyam Sunder Kasat, had sold the said land to Shri RajkumarJugalkishoreNemani Proprietor of M/S. Nemani Builders, by virtue of registered Agreement for sale dated 02/06/1984, along with confirmation deed dated 18/01/1995. And as such Shri RajkumarJugalkishoreNemani Proprietor of M/S. Nemani Builders therein becomes an absolute owner of the said land and under use and occupation un-interruptedly.

AND WHEREAS: thereafter, pursuant to the Agreement for sale dated 05/12/2003 executed by and between the Shri RajkumarJugalkishoreNemani Proprietor of M/S. Nemani Builders The Vendors therein and the M/S. UNITEX Purchasers therein, the vendor's therein agreed to sale and the Purchasers therein agreed to purchase the said plot of land together with all right, title and interest of the vendors therein, with the terms and conditions mentioned and described therein. In lieu of the said transaction, Shri RajkumarJugalkishoreNemani Proprietor of M/S. Nemani Builders has also executed a Deed of Conveyance dated 25/03/2004, in favour of M/S. UNITEX and absolutely handed over the vacant and peaceful possession of the said land to M/S. UNITEX.

AND WHEREAS:M/S. UNITEX is absolutely seized and possessed or otherwise well and sufficiently entitled to as owner of the said immovable property i.e. the said land together with all right, title and interest thereon situated at Village-Pahadi, Goregaon (west), Taluka Borivali, within the Registration District and Sub-District of Mumbai, Being Plot No. 162, C.T.S.No.1051.

AND WHEREAS: Prior to the execution of the said Conveyance, M/S. UNITEX therein had paid stamp duty, according to the transaction value mentioned in the said Conveyance but the same is found insufficient or deficit by the authority, according to the Market rates prevails to the said land, as on date of execution. Therefore, in the above circumstances, the said Conveyance remains unregistered but thereafter, the said Conveyance is lodges for adjudication on 01/10/2004 under 'AbhayYojna' vide Serial No. GSO/AY/2066/2004, before the Superintendent of Stamp, General Stamp office, fort, Mumbai, for calculation of correct Market Value, of the said land and to pay deficit stamp duty and penalty, if any, which was paid and deposit by the M/S. UNITEX on 19/03/2005 and the said deed was fully stamped. Therefore, under such circumstances, conveyance dated 25th March 2004, remains unregistered.

WHEREAS: Shri RajkumarJugalkishoreNemani Proprietor of M/S. Nemani Builders and M/S. UNITEX confirms admit and declares that the said Conveyance dated 25/03/2004, executed by and between the parties thereto was valid, subsisting and binding upon both parties and say that the same was not terminated by either party, under what so ever reason's and further, any one parties are not intend to terminate the same and confirm that the entire transaction, in respect to the said land was fully completed.

WHEREAS: Shri RajkumarJugalkishoreNemani Proprietor of M/S. Nemani Builders further declares that they has not entered into any other Agreement with any third party except the M/S. UNITEX, in respect to the said land and the further

confirm that the Purchasers therein, was only the entitlement for claiming ever right, title and interest in respect to the said land and they are liberty to dispose off or alienate or transfer the said land, to anybody, in any manner, as they deem fit and proper by them.

AND WHEREAS: Pursuant to the Confirmation Deed dated 18/03/2005 executed by and between Shri RajkumarJugalkishoreNemani Proprietor of M/S. Nemani Builders The Vendors therein and the M/S. UNITEX Purchasers therein, both the parties confirm, admit and declares that the said Conveyance dated 25/03/2004 executed by and between the parties therein was valid, subsisting and binding upon them and that the same was not terminated by either party, and both the party confirm the entire transaction in respect of the said Land by executing this Deed of Confirmation.

(A) In the circumstances hereinabove, the PROMOTERS are exclusively entitled to the use, occupation and possession of the said property.

(B) Accordingly the PROMOTERS are absolutely entitled to construct the building/s on the said property with the right to use the F.S.I and T.D.R and are entitled to deal with or dispose of the proposed building / Flat/Shops / Shops / Offices / Basements / Garages / Stilt Parkings / Open parking spaces / terrace and / or any other premises etc., for such consideration, as it deem fit and proper.

(C) In view thereof the PROMOTERS have got the building plan approved from the M.C.G.M. under I.O.D. bearing No. CHE/WSH/0164/P/337 (NEW) of 2013-2014 dated 14th February 2014 and obtained the Commencement Certificate bearing No. CHE/WSH/0164/P/337 (NEW) dated 13th October 2015, for the commencement of the construction of the said building know as “Bramha-Vihar” consists of Stilt + 6 upper floors on the said property more particularly described in the schedule hereunder written. The copies of the said I.O.D. and C.C. are annexed and marked Annexures “A” and “B” respectively.

(D) In view of the aforesaid sanctioned plan the PROMOTERS are entitled to construct the building consists of Flat/Shops / Shops / Offices / Basements / Garages / Stilt Parkings / Open parking spaces / terrace and / or any other premises etc., and shall be sold to the various purchaser/s desired to purchase the same. The PROMOTERS desired to further construct the additional floors on the said building by utilizing the TDR of other property as and when the same is availed and the said rights been hereby reserved by the PROMOTERS.

(E) The PROMOTERS are entitled to amalgamate/sub-divide the said property with any other property for the development purpose and the said amalgamation can be effected even after commencing the work on the said property and the said amalgamation and the development of the said additional plot(s) with the present property without violating the rules and regulation of the B.M.C. Act, D.C. Rule and without affecting the rights of the Purchaser/s in respect of their premises herein purchased.

(F) The PROMOTERS have also appointed M/S. Manish Karnik & Associates as Architect registered with the Council of Architect and the PROMOTERS have appointed a structural designer and drawings of the buildings and the PROMOTERS accept the professional supervision of the Architect and the structural engineer till the completion of the building.

(G) As a result of the aforesaid the PROMOTERS are entitled to and enjoyed upon to construct the building consisting of Stilt + 6 upper floors premises which will be sold to the various purchaser/s thereof including the Flat / Shops / Offices / Basements / Garages / Stilt Parkings / Open parking spaces / terrace and / or any other premises etc., (all of which hereinafter for the sake of brevity's and convenience referred to as "Premises" and reference to premises purchaser/s in this Agreement means purchaser/s of such premises in the said building known as "Bramha-Vihar").

(H) The PURCHASER/S have prior to the execution of this Agreement satisfied themselves based on the annexed documents provided by the PROMOTERS to the PURCHASER/S about the title of the PROMOTERS to the said property and the PURCHASER/S shall not be entitled to further investigate the title or raise any matter relating to the title of the said property or the plan and specification and no requisition or objection shall be raised by the PURCHASER/S in any manner relating thereto.

(I) A copy of Title Certificate issued by Advocates & Solicitors Mr. Vikas C. Rele, of the PROMOTERS, showing the nature of title of the PROMOTERS to the said property on which the premises are being constructed and the copy of the Revenue Records such as extract from property register cards annexed hereto and marked Annexures “F” and “G” respectively.

(J) While sanctioning the said plans the concerned Local Authority and and/or Government has laid down certain terms and conditions stipulations and restrictions which are to be observed and performed by the PROMOTERS while developing the said property and the said building/s and upon the observance and performance of which only the completion and occupation certificate/s in respect of the said building/s shall be granted by the concerned local Authority.

(K) Further more it was required to handover the set back area as per DP Plan to MCGB, concerned authorities as per the IOD and CC mentioned above. Therefore vide due procedure vide CT Survey Office concerned, Set Back Area was handed over to MCGB and new PR Card obtained from concerned authorities; specifying balance area and Set Back Area which is annexed herewith. Thus Set Back Area was handed over to MCGB and Possession Receipt obtained as per reference no. ACP/S/8949/AEM DATED 16.06.2016.

ANNEXED to the Agreement

1. IOD No. CHE/WSII/0164/p/337(New) of 2013–2014 Dated 14.02.2014.(ANX – A)

2. CC No. CHE/WSII/0164/p/337(New) Dated 13.10.2015. (ANX – B)
3. Order No. C/office-7a/POV/SRB-5297 Dated 28.04.16. (ANX – C)
4. Possession Receipt Ref. No. ACP/S/8949/AEM dated 16.06.2016
(ANX – D)
5. New PR Card. (ANX – E)
6. Title Certificate issued by Advocate of PROMOTERS (ANX-F)
7. Revenue Records Extract (ANX-G)

Original Area Under Possession: 784.70 Sq. Meter

Handed over to MCGB as Set Back Area: 215.40 Sq. Meter

Balance Area in possession: 569.30 Sq. Meter

(L) According to the sanctioned plans and proposed amended plans the PROMOTERS can construct building/s on the said property. The PROMOTERS have commenced construction on the said property; will complete the construction phase wise manner as they deem fit and sell Flat/Shops / Shops / Offices / Basements / Garages / Stilt Parkings / Open parking spaces / terrace and / or any other premises etc., of the said building known as “Bramha-Vihar” on ownership basis. The entire project shall permanently know as “Bramha-Vihar”. The PROMOTERS are entitled to use the balance F.S.I. and T.D.R in future in the manner it may deem fit.

(M) The balance F.S.I. available if any or T.D.R. purchased by the PROMOTERS or to be purchased in future for construction of the said building and /or the additional floors on the said building the PROMOTERS will be entitled to use the same and the PURCHASER/S and/or the common organization of all such premises shall not be entitled to the same. For that purpose the PROMOTERS will be entitled to amend the plans at any time and from time to time without affecting the location and area of the premises purchased by the PURCHASER/S herein in

any manner whatsoever. This will be applicable upto the Receipt of the Occupation Certificate from the concerned authorities.

(N) The PROMOTERS advertised to sell the flats at the construction site and the PURCHASER/S approached and requested the PROMOTERS to sell to the PURCHASER/S Flat, bearing No. 501 on the 5th floor admeasuring 1342.68 Sq. Ft. Carpet Area of the said building (which Flat is hereinafter for brevity's sake referred to as the SAID PREMISES).

(O) The PURCHASER/S have entered into this agreement with full knowledge of all the terms and conditions contained in the documents recited and referred to above.

(P) Under section 4 of the said Act, the PROMOTERS is required to execute an Agreement for sale of the SAID PREMISES to the PURCHASER/S being these presents as hereinafter appearing.

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

1. The PROMOTERS shall construct building/s consisting of stilt parking at Ground Stilt + 6 in accordance with the plans, designs, specifications approved by Municipal Corporation of Greater Mumbai and which have been seen and approved by the Flat PURCHASER/S with only such variations and modifications as the PROMOTERS may consider necessary or as may be required by the concerned local authority/the Government.
2. The PURCHASER/S hereby agrees to purchase from the PROMOTERS and the PROMOTERS hereby agree to sell to the PURCHASER/S Flat No. 501 admeasuring 1342.68 Sq. Ft. Carpet area as shown in Green colour on the plan hereto as annexed (**ANX-H**) in the said Building, the particulars of

the said Building and the SAID PREMISES as given in **SECOND SCHEDULE** hereinunder written, at the lump sum price or consideration of Rs. 2,40,00,000/- (Rupees Two Crore Forty Lakhs only) including proportionate price of the common areas and the Amenities appurtenant to the SAID PREMISES and Building as given in details in the annexed **(ANX-I)**. The PURCHASER/S hereby agrees to pay the said price of Rs. 2,40,00,000/- (Rupees Two Crore Forty Lakhs only) to the PROMOTERS. In addition, the PROMOTERS shall collect from the PURCHASER/S the Service Tax and VAT as applicable and levied as per Government policy and pay to the concerned Government authority. The said amount shall be payable on or before the Registration of this Agreement and the PROMOTERS shall give receipt to the PURCHASER/S for the same amount as an evidence of payment of Service Tax and VAT by the PURCHASER/S.

3. Both the PROMOTERS and the PURCHASER/S hereby agree that the PURCHASER/S will deduct Income Tax at source @ 1% of the full lump sum price of Rs. 2,40,00,000/- (Rupees Two Crore Forty Lakhs only) i.e., Rs. 2,40,000/- (Rupees Two Lakhs Forty Thousand only) as provided under Section 194-IA of the Income Tax Act, 1961 and deposit the same in the Government treasury as mentioned hereinabove. The PURCHASER/S further undertakes to issue TDS certificate to the PROMOTERS and the same is ready for download from the Income Tax department website.
4. The PROMOTERS do hereby admit and acknowledge to have received from the PURCHASER/S the sum of Rs. 1,40,00,000/- (Rupees One Crore Forty Lakhs only) on or before the execution of this Agreement being the part payments against sale of the SAID PREMISES as per details mentioned in the RECEIPT appearing herewith.

5. The PURCHASER/S agree and undertake to pay to the PROMOTERS the balance sum of Rs. 1,00,00,000/- (Rupees One Crore only) on or before possession of said flat.
6. The PROMOTERS agree and undertake to handover to the PURCHASER/S the vacant and peaceful possession of the SAID PREMISES against receiving the consideration amount in full.
7. The percentage of the undivided interest of the PURCHASER/S in the common areas and facilities limited or otherwise pertaining to the said Flat shall be in proportion of the area of the said Flat agreed to be sold hereunder in the total common areas and facilities limited or otherwise.
8. The PURCHASER/S has prior to the execution of this agreement satisfied him about the title to the said landed property. The PURCHASER/S shall not be entitled to investigate the title of the said property any further and no requisition or objection shall be raised by the PURCHASER/S in any manner relating thereto.
9. The PROMOTERS have made full and true disclosures of the nature of their title to the said landed property to the PURCHASER/S. The PROMOTERS, however, agree that before transferring and / or vesting the said building and the said landed property in favour of the Society or Apartment Owners Association or Corporate Company of acquirer Purchasers of Flat in the said buildings, the PROMOTERS shall ensure that the said property shall be free from all encumbrances on the execution of a document or documents vesting title, which may be a conveyance / assignment or any other document, which the PROMOTERS may decide in their absolute discretion.
10. The PURCHASER/S hereby grant/s his /their irrevocable power and consent to the PROMOTERS and agrees as under:-
 - I. The PROMOTERS shall be entitled to utilize all FSI, the additional FSI available under D.C. Rules from time to time and / or any special concessions, modifications or present rules and regulations regarding granting FSI, FSI available or whatsoever.

- II. That the PROMOTERS alone shall be entitled to sell any part or portion of the said building including the open terrace, walls or part of the said property and/or open space as the same may by permissible or ultimately be permitted by the authorities concerned.
 - III. To admit without any objection the person / persons who are allotted premises by the PROMOTERS as members of the proposed society and / or member of the apartment association in the event the society of apartment is registered before all premises are sold by the PROMOTERS.
 - IV. Not to raise any objection or interfere with the PROMOTERS rights reserved hereunder.
 - V. To execute, if required, further or other writings, documents, consents etc., as required by the PROMOTERS for carrying out the terms hereof and intentions of the parties hereto without any objection or obstruction.
 - VI. To do all other acts, deeds, things & matters & sign and execute such papers, deeds documents, writings, forms, applications.
 - VII. The Purchaser has been made aware that MCGM is not responsible for the proposed inadequate sub standard size of room size in future
11. The PURCHASER/S agree to pay to the PROMOTERS the aforesaid balance consideration amount within 21 days from the date of demand by the PROMOTERS under the terms of this Agreement. If the PURCHASER/S fail to pay to the PROMOTERS within such 21 days, the PURCHASER/S agree to pay to the PROMOTERS interest at the rate of 12 % p.a. on all the amounts which become due and payable by the PURCHASER/S to the PROMOTERS under the terms of this Agreement from due date on which said amount is payable by the PURCHASER/S till the date on which the payment is made to the PROMOTERS by the PURCHASER/S.
12. In the event of PURCHASER/S committing any default in payment on its due date of any amount payable by the PURCHASER/S to the PROMOTERS under this Agreement and / or on the PURCHASER/S committing breach of any of the terms and conditions herein contained, the

PROMOTERS shall be entitled to have right by giving 30 days prior notice in writing, to terminate this agreement for sale and refund to the PURCHASER/S the installments of sale price of the premises, which may till then have been paid by the PURCHASER/S to the PROMOTERS but the PROMOTERS shall not be liable to pay to the PURCHASER/S any interest or any other compensation amount over and above the amount so refunded and upon such termination of this agreement and on refund of the aforesaid amount by the PROMOTERS to the PURCHASER/S, the PROMOTERS shall be at liberty to deal with and/or dispose off or sell the said Flat to such person and at such price as the PROMOTERS may in their absolute discretion think fit.

2. The Promoters shall give possession of the said Flat to the purchaser/s on or before 30.09.2017. If the Promoters fail or neglect to give possession of the said Flat to the purchaser/s on account of reasons beyond their control and /or their agents as per the provisions of Section 8 of the said MOFA Act, by the aforesaid date, the Promoters shall be liable on demand to refund to the purchaser/s the amount already received by the Promoters in respect of the said premises with simple interest at 9% p.a. from the date the Promoters received the sum till the date on which the amounts and interest thereon is paid and the purchasers/ shall have no other right or claim against the Promoters except for such refund and interest. The purchaser/s agree / agrees that sending of the said amount by cheque by the Promoters at the address given by the purchaser/s in these presents, whether the purchaser/s accepts and/or encash the cheque or not, will amount to refund of the amount so required to be refunded and this agreement shall be treated as cancelled. PROVIDED THAT the Promoters shall be entitled to reasonable extension of time for giving delivery of the said Flat on the aforesaid date, if the completion of the building in which the said premises is to be situated is delayed on account of -

- i) Non-availability of Steel, Cement, Other building material, water or electric supply etc.
- ii) War, Civil commotion or act of God.
- iii) Any notice, order, rules, notifications of the Government and / or other competent authorities.

iv) Any other reasonable clauses.

13. The PROMOTERS shall be entitled to change the use of the said property, and /or building to be constructed thereon and / or part of portion thereof but the same should not directly affect the use of the Flat allotted to the said PURCHASER/S under this agreement.
14. The PROMOTERS shall give written notice attaching the occupation certificate issued by the competent authority to the PURCHASER/S intimating that the SAID PREMISES is complete in all aspects and ready for use and occupations with all the facilities in fully operational conditions. On receipt of such notice, the PURCHASER/S shall inspect the SAID PREMISES thoroughly and within seven working days submit in writing a check list of defects in construction and/or amenities, incomplete works, missing items etc. if any, to the PROMOTERS and on completion of such check list works by the PROMOTERS to the full satisfaction of the PURCHASER/S, the PURCHASER/S will pay by RTGS/DD/Net Banking the balance amount due to the PROMOTERS under the terms of the Agreement and at the same time take immediate vacant and peaceful possession of the SAID PREMISES from the PROMOTERS.
15. The SAID PREMISES is intended and shall be used for residential/commercial purpose only and the PURCHASER/S shall not use the SAID PREMISES or any part or portion thereof for any other purposes of whatsoever nature.
16. The PURCHASER/S along with other purchasers of the premises in the said building shall join in forming and registering the Society by name “Bramha-Vihar” Co-Operative Housing Society Ltd., and same will not be changed without prior written consent of the PROMOTERS. The PURCHASER/S agree that for the purpose of forming and registering the Society he/she/they shall from time to time sign and execute all papers, documents, applications for registration and/or membership forms and shall do all acts, deeds, things and matters for the formation and registration of the said Society and shall forward to the PROMOTERS within 15 (fifteen) days such documents and bye-laws for becoming member after the receipt of the same from the PROMOTERS, as to enable the PROMOTERS to form and register the Society under the provisions of Maharashtra Co-operative Societies Act., 1960. Or any of the association as per ‘The Maharashtra Pwnership of Flat

Act 1963 Addendum with upto date amendments and the MRTP Act 1966 with upto date amendments.

17. Commencing a week after notice in writing given by the PROMOTERS to the PURCHASER/S that the said Flat is ready for occupation or before taking the possession of the said Flat, whichever is earlier, the PURCHASER/S will be liable and pay regularly to the PROMOTERS.

- a) The Proportionate share of the PURCHASER/S of the Municipal Taxes, Assessment Tax of the said land and also of entire layout and building, all rates and taxes whether any or all the tenements or the buildings shall have been actually assessed or not or even if the assessment may not have been finally determined.
- b) The Share of the PURCHASER/S in all other dues, duties, impositions, outgoings, and burden of any nature at any time hereafter assessed or imposed upon the said property and buildings or upon the owners and occupiers thereof.
- c) The proportionate share of all other outgoings in respect of the said Flat or building including other taxes insurance, common lights, sanitation, additions, alterations, paintings, colour, washing, repairs, water charges in the event of water being charged on the basis of meter by the Municipal Corporation, salaries and charges of Bill collector, clerks, chowkidars, sweepers etc., and
- d) All other expenses necessary and incidental to the said entire building and the layout of building including said management and maintenance, until the Society is formed and the land and building transferred to the Society as provided herein, the PURCHASER/S shall pay to the PROMOTERS such proportionate share of outgoings as may be determined by the PROMOTERS.

18. The PURCHASER/S shall within seven days of posting intimation about the said Flat being ready for occupation as aforesaid, deposit and keep deposited with the PROMOTERS towards maintenance in respect of the said Flat in advance Rs.2,00,000/- (Rupees Two Lakhs Only) as security deposit for payment by the PURCHASER/S his/her/their share of aforesaid outgoings and payments for one year.

19. The PURCHASER/S hereby further un-equivocally agrees with the PROMOTERS that until the Municipal taxes and other public levies etc. are fixed and the exact amount is worked out for each flat and until the society or consortium is formed he/she/they shall regularly pay the outgoings every month to the PROMOTERS on the 10th day of each month provisional monthly contribution towards maintenance on account of the purchaser's share of the aforesaid outgoings. The PROMOTERS shall be at liberty, without being bound to do so, to appropriate from the said deposit money, if any, the dues of the PURCHASER/S for its aforesaid share of liability. After the formation of the Society or at the time of handing over charge and accounts to the Society, this amount or the balance thereof, shall be paid over and / or transferred to the Co-operative Society formed by the Flat Purchasers. Thereafter the Society shall be responsible for looking after the said property and premises and operate the bank account and it is for the Society managing committee to decide the quantum of the monthly contributions to be made by the Society members towards maintenance charges etc.

20. The PURCHASER/S shall on or before delivery of possession of the said Flat keep deposited with the PROMOTERS the above and following amounts:

- i) Share Money and Entrance Fee
- ii) Legal/ Society / MOFA/Formation Charges
- iii) Deposit of electric meter connection charges:
- iv) Deposit of water meter connection Charges:

As deemed Fit

21. The PROMOTERS shall utilize the amounts as mentioned in the aforesaid clause, paid by the purchaser/s and all other acquirers of the other premises to the PROMOTERS for meeting all legal charges, including professional costs of the Attorney at Law/Advocates of the PROMOTERS in connection with the formation of the said society, / preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this agreement. However, if there is any short fall the same shall be made good by the purchaser/s and all other acquirers of the other premises on the demand by the PROMOTERS in writing.

22. The PROMOTERS on behalf of the purchaser/s and all other acquirers of the other premises shall pay from the amount of aforesaid deposit all costs for preparation of all other documents, cost of lawyers for transfer of the said property along with building standing thereon to the said co-op. Housing society and such cost of transfer to be payable by the PURCHASER/S and all other acquirers of the other premises in equal shares but exclusive of all out of pocket expenses like stamp duty, registration charges etc., which will be born and paid by the PURCHASER/S and other acquirers of other premises in equal share. However, if there is any short fall the same would be made good by the PURCHASER/S and other acquirers of other premises in equal share, to the PROMOTERS on demand.
23. The PURCHASER/S shall also pay to the PROMOTERS the PURCHASER/S share of stamp duty and registration charges payable, if any payable by the said society on the conveyance or any documents or instrument of transfer in respect of the said property with building to be executed in favour of the society or limited company.
24. In the event of any of the said property being further notified for setback, D.P. Road, the PROMOTERS alone shall be entitled to receive the compensation or such other benefits that may be given by the Local authorities concerned for such set back.
25. The PURCHASER/S for himself/ herself / themselves, with intention to bring all persons into whomsoever hand the SAID PREMISES may come, doth hereby covenant with the PROMOTERS as follows:-
- a) To maintain the said Flat at his/her/their own cost in good tenantable repair and condition from the date of possession of the said Flat is taken and shall not do or suffered to be done anything in or to the said premises and the building in which the said premises in situated, its staircases or any passage, which may be against the rules, regulations and bye-laws of concerned local or any other authority or not to change / alter or make addition in or to the building in which the said premises is situated and in the said premises itself or any part thereof.
 - b) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the

construction or structure of the building in which the said premises is situated or store such goods which are objected to by the concerned local or other authorities and shall not carry or cause to be carried heavy packages or material to upper floors, which may damage or likely to damage the staircases, common passages corners of the walls or any other structure of the building in which the said premises is situated including entrances of the building and in any case any damage would cause on account of negligence or default on the part of the purchaser/s in this behalf, the purchaser/s shall be liable for the compensation in consequences of such damage and shall pay the same to the Promoters or the society on their demand without any objection.

- c) To carry at his/her/their own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Promoters to the purchaser/s and shall not do or suffer to be done anything in or to the building in which the said premises is situated or the said premises which may be given, against the rules, regulations and bye-laws of the concerned local authorities or society or other public authority. And in the event of the purchaser/s committing any act in contravention of the above provision, the purchaser/s shall be responsible and liable for the consequences thereof to the concern local authorities, society and / or other public authority.
- d) Not to demolish or cause to be demolished the said Flat or any part thereof and not at any time make or cause to be made any addition or alteration of whatever nature in the elevation and outside colour scheme and common designed grills fixed to the window as per approved by the Promoters in the said Flat premises of the building in which the said Flat premises is situated and to keep the portion, sewers, drains, pipes in the said Flat and appurtenances thereof in good tenantable repair and condition and shall not change or in any other manner damage to the columns, beams, walls slabs or RCC parties or other structural members in the said Flat premises without prior written permission of the Promoters and/or the said society.
- e) Not to throw dirt, rubbish, rage, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any

portion of the said property and the building in which the said Flat is situated.

- f) Not to keep anything in the common passages, staircases, terraces, adjacent to walls or any other common place and not to hand any sign-boards, hoardings, name board, etc. in passage or inner or outer wall of the said building. The Promoters / society shall throw away such things, without any notice to the purchaser/s if anything is found in breach of this provision.
- g) Pay to the Promoters within 7 (seven) days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned local authority or Government for giving water, electricity supply, sewer clearance certificate, or any service connections to the said buildings in which the said Flat is situated.
- h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which will be imposed by the concern local authorities or Government and / or other public authority including on account of change of user of the said premises by the purchaser/s viz. user for any purposes other than for residential / commercial purpose.
- i) The purchaser/s shall not let, sub-let, transfer, assign or part with possession of the said Flat along with interest or benefit factor of this agreement until all the dues payable by the purchaser/s to the Promoters under this agreement are fully paid up and only if the purchaser/s had / have not being guilty of the breach of or non-observance of any of the terms and conditions of this agreement and without obtaining prior written permission of the Promoters.
- j) The purchaser/s shall observe and perform all the rules and regulations which the society may adopt at its inception or formation and the addition, alterations or amendments thereof that may be made from time to time for protection and the maintenance of the said building and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being in force of the concern local authority and of the Government and other public bodies. The purchaser/s shall also observe and perform all the stipulations and conditions laid down by

the society / Limited Company regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

- k) In the event of the possession of the said Flat being given before conveyance of the land with building in which the said Flat is situated is executed, the purchaser/s shall enter a supplemental agreement, which shall be duly stamped by the purchaser/s and in such an event the purchaser/s shall till such conveyance is executed, permit the Promoters and their surveyors and agents with or without workman and others at all reasonable times, to enter into and upon the said land, building or any part thereof to view and examine the state and conditions thereof.
- l) Till a conveyance of building in which said Flat is situated is executed, the purchaser/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said property and buildings or any part thereof to view and examine the state and conditions thereof.
- m) The Flat purchaser/s shall neither closer veranda in front of his / her / their said Flat or encloses the balconies without written permission of the Promoters and / or without sanction the Local authorities neither concerned nor shall make any alterations or changes in the elevation and outside colour scheme of the said premises and / or building.

26. The purchaser/s agrees / agrees to sign and deliver to the Promoters before and after taking possession of the said Flat all writings, papers, documents, applications, etc., as may be necessary or required by the Promoters to put the intention of the parties as reflected herein into complete effect.

27. The PROMOTERS shall on the execution of conveyance, handover the balance of amount from the sum received by the PROMOTERS from the PURCHASER/S as advance or deposit after adjusting all the dues and amounts paid of the share capital, entrance fee, expenses, legal charges, society formation and registration charges and deposits paid to the public

bodies on behalf of the PURCHASER/S and the outgoings etc., to the society by submitting statement to that effect.

28. Nothing contained in this agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said premises or of the said property and building or any part thereof in favour of the purchaser/s and / or other purchasers of the premises in the said building or other buildings. The purchaser/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him / her / them and the entire property including all open spaces, parking spaces, lobbies, staircases, walls, compound wall, terraces including the right over wall hoarding etc. will remain the property of the Promoters who shall be entitled to sell, transfer, deal with or dispose off the same in any manner they deem fit and proper until the entire property including land and building is transferred to the society or societies as herein mentioned.
29. During the course of construction, the purchaser/s may instruct the Promoters to make any addition or alteration including any extra amenities provided the same does not involve any structural changes and is permitted by the said Corporation and for such additional alteration or extra amenities extra cost is to be payable by the purchaser/s to the Promoters in agreeing to provide the same. The Promoters shall be at liberty to refuse to provide such or any extra amenities and / or addition and / or alteration without assigning any reason and in their absolute discretion.
30. Notwithstanding anything state hereinabove, the Promoters shall be entitled to submit the said property under the provisions of Maharashtra Co-operative Societies Act, 1960, and in such an event, the purchaser/s shall at his/ her / their cost, charges and expenses be entitled to the execution of a Deed of Conveyance and in such an event the PROMOTERS shall execute such relevant documents for effectuating a property transfer of the said landed property in faour of the society which will be formed and registered in due course.
31. Irrespective of disputes, if any, arises between the Promoters and the purchaser/s and / or the said Co-operative Society, all amounts, contributions and deposits including amounts payable by the purchaser/s to the Promoters under this agreement shall always be paid punctually by the

purchaser/s to the Promoters and shall not be withheld by the purchaser/s for any reason of whatsoever nature.

32. Any delay, tolerated or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance or giving of time to the purchaser/s by the Promoters shall not be construed a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.
33. The PURCHASER/S shall present this agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act without fail and the PROMOTERS will attend such office and admit the execution thereof provided the PROMOTERS it informed well in advance about the same.
34. All notices to be served on the purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the purchaser by Speed Post at his / her / their Mumbai address furnished by him / her / them as mentioned hereinabove in the Agreement.
35. After possession of the said Flat is handed over to the purchaser/s if any additions or alteration in or about or relating to the said building and / or said Flat are required to be carried out by any statutory authority, the same shall be carried out by the PROMOTERS in the said buildings at their own costs, expenses, risks and responsibilities and the PROMOTERS shall be liable or responsible for the same in whatsoever manner.
36. The PROMOTERS shall be at liberty to sell, assign or otherwise deal with or dispose off their rights, title and interest in the said property or in the said building constructed / to be constructed by the PROMOTERS, but under such circumstances the rights and obligation undertaken by the PROMOTERS toward the PURCHASER/S under this Agreement shall not affect in any manner.
37. Under no circumstances, the possession of the SAID PREMISES shall be given to the PURCHASER/S unless and until all payments required to be made under this agreement by the PURCHASER/S has / have been made to the PROMOTERS.

38. The purchaser/s shall not be entitled to claim partition of his / her / their share in the said property and / or building and the same shall always remain undivided and if in future the Purchaser want to sale the said Flat in such case the Promoters NOC will required till the formation of the Co-operative Housing Society.
39. In the event of the society being formed and registered before the construction and / or sale and / or disposal by the PROMOTERS of all the premises and hoarding space etc., in the said building as aforesaid, the powers and authority of the society as formed of the purchaser/s and other purchasers of premises, shall be subject to the overall control of the PROMOTERS on all or any of the matters concerning the said building and the construction till completion thereof and all amenities appertaining to the same and in particular, but without prejudice to the generality of the foregoing, the promoter shall have absolute authority and control as regards the FSI available for further construction, incomplete construction, unsold portion of such building including Flat, hoarding space, terraces and the disposal thereof and the society so formed shall neither have any such right or authority nor the society shall interface, obstruct or commit or omit any act which will be harmful, injurious or prejudicial to the aforesaid rights of the PROMOTERS.
40. The Deed of Conveyance and all other relevant documents shall be prepared by Advocate of the PROMOTERS and shall contain covenants and conditions including those contained in this agreement with such modifications, alteration and additions therein as the PROMOTERS may deem fits and proper and other clauses, which they think necessary and desirable as per law.
41. This agreement shall always be subject to the provisions of the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and rules made there under and the laws applicable from time to time in respect of this agreement.
42. The PURCHASER/S will retain the Original of this "AGREEMENT" and the PROMOTERS the copy thereof.
43. IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seal on the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT pieces and parcels of land bearing Plot No. 162, Survey No. 161, and C.T.S. No. 1051a of Village – PahadiGoregoan West situated at Bangur Nagar, Goregaon West, falling in the limits of ‘P’ South Ward Taluka Borivaliadmeasuring 938.49 sq.yds i.e. 784.70 Sq. mtrs. in the Registration District and Sub – District Mumbai City and Mumbai Suburban.

THE SECOND SCHEDULE ABOVE REFERRED TO

FlatNo. 501 on 5th Floor, admeasuring 1342.68 sq.ft Carpet Area,in building known as “Bramha-Vihar”, on the said property and shown by Green colour boundary line on the plan.

SIGNED SEALED AND DELIVERED

By the withinnamed “THE PROMOTERS”

M/S. UNITEX)

PAN No. AAAFU6826E)

Through their Partners)

Shri. Vijay LaxminarayanKhetan)

In the presence of)

1.)

2.)

SIGNED SEALED AND DELIVERED)

By the withinnamed “THE PURCHASER/S”)

MR. MADHUSUDAN M. MAITY)

PAN NO AFBPM6047F)

MRS. LAJWANTI MADHUSUDAN MAITY)

PAN NO AFBPM3259D)

In the presence of)

1.)

2.)

RECEIPT

RECEIVED from the Purchaser a sum of Rs. 77,75,000/- (Rupees Seventy Seven Lakhs Seventy Five Thousand Only) as a advance part Payment of agreed

consideration Flat No. 501 on 5th Floor in building known as “Bramha-Vihar”, on the said property and shown by Red colour boundary line on the plan as per the details of payment mention below.

ChequeNo.	ChquequeDate	Chqueque Amount	Bank and Branch
950952	24/07/2016	Rs. 11,000/-	ICICI Bank Bangur Nagar
950954	06/09/2016	Rs. 49,89,000/-	ICICI Bank Bangur Nagar
950955	16/09/2016	Rs. 2,75,000/-	ICICI Bank Bangur Nagar
RTGS	25/10/2016	Rs. 5,00,000/-	Canara Bank

We say received.

M/S. UNITEX

(PROMOTERS)

LETTER OF ALOTMENT

To,

DATE:

03.12.2015

L. N. Khetan Charity Trust

1st Floor, "A" Wing,

Mitha Nagar Dhanlaxmi CHS Ltd.,

Vidyaniketan Marg,

Goregaon West, Mumbai 400 062

SUB: Allotment of Residential Flat in Project "BRAHMA VIHAR"
 Developed and Built by M/s UNITEX on the Plot situated at Plot
 No.162 CTS No 1051, near Canara Bank, Bangur Nagar, Goregaon –
 West, Mumbai – 400 104.

In response to your Booking Request and pursuant to your inspecting
 all Deeds, Writings, Sanctioned Plans and the particulars in respect of
 the proposed building project known as "**BRAHMA VIHAR**" on the
 plot situated at Plot No.162, CTS No.1051 , near Canara Bank, Bangur
 Nagar, Goregaon – West, Mumbai – 400 104, M/s UNITEX developer
 and builder of the project hereby, subject to terms and conditions of
 Sale Agreement to be entered between us and fulfillment of conditions,
 reserve for you a residential Flat No. 101 at 1st floor admeasuring
 approx 1342.68 Sq. Ft. carpet area at a lump sum cost of Rs.2,20,
 000.00 (Rs. Two Crore and Twenty Lacs Only).

Please note that in addition to the lump sum price agreed you have to bear the charges towards Stamp Duty, Registration, Electric and Water Connection, Legal Fees, VAT, Service Tax, Share Money, Entrance Fees, Maintenance and other Society Charges and all other Taxes and Levies that shall be levied or become leviable by the Local Authorities by the Government and also such other charges, penalties, escalations which shall at any time herein after imposed by the Local Body, Corporation and Government as the case may be.

This is a Provisional Letter issued to you on your request and you have to execute Agreement for Sale as existing laws.

Against the above Letter of Allotment we hereby acknowledge the receipt of Rs. 1,18,00,000 (Rs. One Crore Eighteen Lacs only) by RTGS / Cheque through South Indian bank Ltd. Goregaon – West, Mumbai, Branch towards provisional Booking of the said Flat.

It is specifically agreed by and between us that time for payment of each of the installments is of the essence of the contract. In case of delays in payments of the installments on their respective due dates as per Payment Schedule annexed you are liable for payment of interest @ 18% per annum. In case the default in payments continues we will be at the liberty to cancel the Letter of Allotment and

further to deal with and / or dispose of the said flat as we may deem fit and proper without any reference to you and the deficiency price if any occasioned by such resale and the cost thereof shall be made good by you with interest by way of liquidated damages.

It is understood that the allottee has full knowledge of applicable laws, notifications, rules, regulations and policies applicable to the said project as framed by the Government and Local Authorities and has acknowledged and understood that stipulations, Terms and Conditions.

Note: All the plans, drawings, amenities are subject to approval of the respective authorities and may be changed if required.

Received payment from the Clients as per annexure attached.

For UNITEX

Authorized Signatory