

AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai, this _____
day of _____ 201____, BETWEEN M/s.
JAYASHREE BUILDERS & CONTRACTORS PVT. LTD., (CIN
No.U45200MH1979PTC021564 & PAN No.AAACJ1713A),
a Company registered under Indian Companies Act,
having their office at 101-102, Suhas C.H.S. Ltd., C.T.S.
No.2500, Plot No.133, Daulat Nagar Road No.9, Borivali
(East), Mumbai- 400 066, carrying on business as
Builders & Developers, herein represented by its
Director/Authorised Signatory _____
_____, (Aadhar No._____),
hereinafter called the “BUILDERS” or “PROMOTER” (which
expression shall, unless it be repugnant to the context
or meaning thereof, mean and include the Secretary,
Chairman, Managing Director and Directors and/or any
other Authorized Person/ Official or Office Bearer
and/or Successors-In-Office and Permitted Assignees
for the time being of the said Company) of the PARTY OF
THE FIRST PART AND _____

(PAN: _____
_____ &
Aadhar _____
_____)

aged about _____
respectively, residing/having office at _____

hereinafter referred to as the "PURCHASER/S" OR
"ALLOTTEE/S" or PARTY OF THE SECOND PART (which
expression shall, unless it be repugnant to the context
or meaning thereof, mean and include the survivor or
survivors of them and/or his/her/their heirs, legal
representatives, executors, administrators and assigns
or the Partners/Directors for the time being of the said
Firm or from time to time, survivor or survivors of them
and/or his/her/their respective heirs, legal
representatives, executors and permitted assignees) of
the OTHER PART.

W H E R E A S:

- (a) By an Indenture of Conveyance dated 10th day of
December, 1975 registered before the Sub-
Registrar of Assurances under Sr. No.BOM/B/
1758/1975 made and entered into between Smt.

Natalbai Louis Mingel, therein called as the “Vendor” of the One Part and Shri A. S. Sampath Iyengar, therein called as the “Purchasers” of the Other Part, the said Smt. Natalbai Louis Mingel sold, transferred and conveyed and Shri A. S. Sampath Iyengar purchased and acquired all that pieces and parcels of land bearing Survey No.69, Hissa No.3, C.T.S. No.1279 admeasuring 2 Gunthas i.e. 242 Sq. Yards, i.e. 203.35 Sq. Mtrs. (as per P.R. Cards 211.00 Sq. Mtrs.) assessed at Rs.0.31 Paise, Survey No.73, Hissa No.5, C.T.S. No.1290 admeasuring 3 $\frac{3}{4}$ Gunthas, i.e. 453 Sq. Yards i.e. 379.41 Sq. Mtrs. assessed at Rs.0.58 Paise and Survey No.71, Hissa No.16, C.T.S. No.1274 admeasuring 3 Gunthas i.e. 363.00 Sq. Yards i.e. 303.52 Sq. Mtrs. and assessed at Rs.0.58 in all admeasuring 8 $\frac{3}{4}$ Gunthas i.e. 885.25 Sq. Mtrs. situate lying and being at Village Dahisar, Taluka Borivali, Mumbai Suburban District {then Bombay Suburban District} (hereinafter referred to as the “**Said Larger Property/Plot of Land**”) at or for the price and on the terms and conditions mentioned in the said Deed of Indenture of Conveyance. The said Shri A. S. Sampath Iyengar expired, leaving behind his last will and Testament dated 16/02/1994. By the said will, the said Shri A. S. Sampath Iyengar bequeathed the “**Said Larger Property/Plot of Land**” to his Son-in-Law Shri Lakshminarasimhan A. Belur {Shri L. A. Belur} including the property bearing C.T.S. No.1279, Survey No.69, Hissa No.3,

admeasuring 2 Gunthas i.e. 242 Sq. Yards i.e. 203.35 Sq. Mtrs. and 211.00 Sq. Mtrs. as per P.R. Card and for the sake of brevity the said property bearing C.T.S. No.1279 is hereinafter, referred to as the “**Said Land**”. Shri L. A. Belur’s name is mutated and entered in all the Revenue & C.T.S. Records viz. 7/12 Extract and Property Register Card pertaining to the “Said Land”.

- (b) Necessary orders/ permissions/ sanctions and approvals under the B.T. & A.L. Act 1948, M.L.R. Code 1966, U.L.C & R. Act 1976 and the D.C. Rules 1991 are obtained. The N.A. permission under No.ADC/LND/D/5088 dated 14th November, 1975 is granted by the Addl. Dist. Dy. Collector, Bombay Suburban District and the N.A. assessment is being paid since then.
- (c) The area of the “Said Land” as per actual measurements on site were more than the area as mentioned in the P.R. Cards and the Collector, Mumbai Suburban District has vide order No.CTS3B/ Dahisar/ A.C./ S.R.1626/ 2016/ 1350 dated 30/04/2016 directed the City Survey officer Borivali to carry out the Area Correction of the “Said Land”. Accordingly the City Survey Officer Borivali, M.S.D. has carried out the Area Correction and in the place of 211.00 Sq. Meters the Area is now corrected and shown as 248.00 Sq. Meters in the Property Register Card pertaining to the “Said Land”.

- (d) The "Said Land" did not have direct access from any of the Municipal Roads and as such the Right of Way/Access was obtained from the plot having direct access from the Municipal Road. An Agreement for Private Right of Way/Access Road in respect of Private Access to the "Said Land" from C.T.S. No.1275 & Others of Village Dahisar, Taluka Borivali, M.S.D. was entered on the 6th day of August 2014 between Shri L. A. Belur (Owner of the "Said Land") and Shri Nemichand Lalchand Oswal, Shri Kesarimal Lalchand Oswal and Smt. Kamala Dhanpat Ranka (Owners of the Property through which the Access is drawn to the "Said Land"). This said Agreement for Private Right of Way/Access Road is duly registered on the same day in the office of the Sub-Registrar Borivali No.5 under No.7671 of 2014. In pursuance of the aforesaid Agreement for Private Right of Way/Access Road, the said Shri Nemichand Lalchand Oswal, Shri Kesarimal Lalchand Oswal and Smt. Kamala Dhanpat Ranka have also executed an Affidavit-cum-Undertaking in favour of Shri L. A. Belur confirming the execution of the said Agreement and also undertaking that the said Agreement will not be called in question. The said Shri Nemichand Lalchand Oswal, Shri Kesarimal Lalchand Oswal and Smt. Kamala Dhanpat Ranka have also declared to have received by Shri L. A. Belur a sum of Rs.10,00,000/- (Rupees Ten Lakhs only) as and by way of compensation/payments

towards granting the usage rights vide the aforesaid Agreement for Right of Way/Access. The said Affidavit-Cum-Undertaking is executed on 06/08/2014 and duly notarized before the Notary Shri D. K. Malkani (Notary Govt. of India; Reg. No.6109), at Borivali under Sr. No.21510 of 2014.

- (e) A Resolution was passed in the meeting of the board of Directors held in the office of the Promoter on 5th Day of August, 2014 that the "Said Land" owned by Shri L. A. Belur be developed by the Promoter and in lieu thereof the Promoter to compensate suitably by way of payment or bay way of providing constructed area to Shri L. A. Belur and the said Shri L. A. Belur, also being one of the Director's of the Company M/s. Jayashree Builders & Contractors Pvt. Ltd., the Promoter, has agreed and consented to the same and a signatory to the said Resolution. It is further resolved in the said meeting to use the Common Seal of the Company on the Agreements entered into with the Purchasers of Flats and Parking Space in the building to be built on the "Said Land". It is also resolved in the meeting that the Agreement with the Purchasers be signed by the either of the Directors or the Authorised Signatory of the Company viz. the Promoter.

ANNEXURE-A

- (f) The subject matter of this Agreement is the Said Land bearing C.T.S. No.1279, Survey No.69, Hissa No.3,

admeasuring 2 Gunthas i.e. 242 Sq. Yards i.e. 203.35 Sq. Meters as per R. R. and 248.00 Sq. Meters as per P. R. Card and the Apartments/Units/ Flats/Stilt & Open Parking Spaces contained/ constructed and proposed to be constructed thereon on, in the said building on the said land and shall for the sake of brevity be referred as **“Said Project/Real Estate Project”**.

- (g) The PROMOTER has, for the present evolved a scheme for construction of dwelling units of Stilt + Seven upper floors to be named as **“VAMANA APARTMENTS”** on the “Said Land” more particularly mentioned in the Schedule hereunder written, in phases in accordance with sanctioned plans, elevations & sanctions duly approved & sanctioned by Brihanmumbai Municipal Corporation under No.CHE/WSII/0474/ R1/337 (NEW) of 2015-16 and have obtained the I.O.D/Commencement Certificate (C.C.) for giving or selling or assigning the same on what is known as “On Ownership Basis” with a view that intending purchasers/ acquirers of such Flats & Parking Space, in the building **“VAMANA APARTMENTS”**, which is being constructed, to form a Co-operative Housing Society or a Limited Company or Association of Apartment holders and in whose favour a CONVEYANCE in respect of the “Said Land” together with Building being constructed thereon would be executed and for the sake of brevity the “Said Land” with building

constructed/being constructed thereon is more particularly mentioned in the 1st Schedule hereunder written and hereinafter for the sake of brevity referred to as the "Said Property". The copy of the said IOD and Commencement Certificate is hereto annexed and marked **Annexure "B" and "C" respectively.**

FIRST SCHEDULE

Annexure "B" and "C"

- (h) Separate Agreements will be entered into by the PROMOTER with diverse persons/parties in respect of sale of such flats/ offices/ stilt parking spaces on ownership basis on the terms and conditions as are herein contained, save and except the price thereof, amounts of deposits and outgoings and costs, payable by such persons and parties.
- (i) It is agreed that if one or more of such flats/ offices/stilt parking spaces are not sold and/or not allotted and/or taken by any persons/parties, other than the PROMOTER, at the time the said proposed building under construction is ready for occupation, the PROMOTER shall remain and be deemed to be owner of the said building until such flats/ offices/stilt parking spaces are sold and/or allotted by or otherwise dealt with as deemed proper by the PROMOTER, upon and subject to all payments and outgoings with respect to such unsold/un-allotted flats/ offices/stilt parking spaces to be made by the Promoter.

- (j) The Promoter have appointed Mr. Sanjay Neve registered with the Council of Architects as Architect for the said project. The Promoter have also appointed Structural Engineer, Mr. R. D. Magdum for the preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the said Architect and the Structural Engineer till the completion of the Said Project.
- (k) The Purchaser/s have demanded from the Promoter and the Promoter have given inspection to the Purchaser/s of all the documents of title relating to the said land, and the plans, designs and specifications prepared by the Promoters' Architect and of such other documents viz. I.O.D., C.C., N.A. Permissions etc. as are specified and/or required to be shown to Purchaser/s under the Maharashtra Ownership Flats (Regulations of Construction, Sale, Management and Transfer) Act, 1963 and Real Estate (Regulation & Development) Act, 2016 hereinafter referred to as "The said Laws") and the Rules and Regulations made thereunder.
- (l) The copy of Certificate of Title issued by the Advocate Satish Sharma of the Promoter and copy of Property Register Card showing the nature of the title of the Promoter to the said land on which the said building is to be constructed have been annexed hereto and marked **ANNEXURE "D"**.

Annexure "D"

- (m) While sanctioning the said plans, concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said property and the said building and upon due observance and performance of which only, the Completion and Occupation Certificate in respect of the said building shall be granted by the concerned local authority. The Promoter has accordingly commenced construction of the said building in accordance with the said plans.

- (n) The Buildings are constructed and/or being constructed on the "Said Land" in accordance with the plans and specifications which have been kept with the PROMOTER at their office and also at the ongoing Building's site for inspection and which the PURCHASER/S has/have seen and approved and the PURCHASER/S has/have also agreed that the PROMOTER may make such variations and modifications as may be required to be done by the Government/Municipal Corporation of Greater Mumbai or any other Local Authorities and the PROMOTER may consider desirable and this shall operate as an Irrevocable consent of the PURCHASER/S. The PURCHASER/S is/are satisfied about the correctness of the area of the "Said Land" more particularly mentioned in the 1st Schedule hereunder written and has/have accepted the same and he/she/they do not

has/have and shall not raise any objections for the same on any account whatsoever.

- (o) THE PROMOTER has registered the Project under the provisions of the MAHARERA Act with the Real Estate Regulatory Authority at Mumbai-Maharashtra on _____ under registration no._____.
- (p) THE PURCHASER/S has/have agreed to purchase and acquire from the PROMOTER FLAT/OFFICE No._____ on the _____ Floor having Carpet Area of _____ Sq. Feet = _____ Sq. Meters of the proposed building known as "VAMANA APARTMENTS" (hereinafter referred to as the "**Said Building**"), situated at Jaya Nagar, Off C. S. Road No.2, Dahisar (E), Mumbai-400 068 which is more particularly described in the Second Schedule hereunder written (hereinafter referred to as the "**Said Flat**") along with the Covered Car Parking space No. _____ on the _____ (hereinafter referred to as the "**Said Car Parking Space**") of the said building constructed on the said land. (the said Flat/ Office/Stilt Parking Space hereinafter referred to as "THE SAID PREMISE") at the price and upon subject to the terms, provisions and conditions hereinafter contained.

SECOND CHEDULE

- (q) The term “Carpet Area” as defined under the said Act (RERA) shall mean the net usable floor area of an Apartment, excluding the area covered by the external wall, area under the service shafts, exclusive balcony or verandah area (uncovered) and exclusive open Terrace area, but includes the areas covered by the internal partition walls of the apartment.

- (r) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the law, rules, regulations, notifications, etc. applicable to the project and the PURCHASER/s has/have, notwithstanding to the conditions as aforesaid and as hereinbelow more specifically mentioned, anything contrary to the existing rules, stipulations, laws and regulations, agreed to buy the above “Said Premise” from the Promoter.

- (s) Under Section 4 of the MOFA read with Section 13 of RERA, the Promoters are required to execute a written Agreement for Sale of the said Premise with the Flat Purchaser/s, being in fact these presents and also to register under the Registration Act.

- (t) The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this

Agreement on the terms and conditions appearing hereinafter.

- (u) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the PROMOTER agrees to sell and the PURCHASER/S agrees to purchase the "Said Premise" i.e. FLAT/OFFICE No._____ as specified hereinabove.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The PROMOTER shall construct the said building on the "Said Land" more particularly described in the First Schedule hereunder written, situate, lying and being at revenue village Dahisar, Taluka Borivali, M.S.D. in accordance with the plans, elevations and sections submitted for necessary sanction to the Greater Mumbai Municipal Corporation Authorities as aforesaid and kept at their office and at building construction site (which THE PURCHASER/S has/have seen and approved) with such variations and modifications therein, as may be necessitated by circumstances or required to be done by the Government/the Municipal Corporation of Greater Mumbai and/or by any other public Body or Authority from time to time.

2. The PURCHASER/S has prior to the execution of this Agreement, satisfied about the title of the original owners and the PROMOTER to the "Said Land", more particularly described in the First Schedule hereunder written and he/she/they shall not be entitled further to investigate the title of the original owners and the PROMOTER and no requisition/objection or dispute shall be raised on any matters relating thereto. THE PURCHASER/S hereby declare/s and admit/s that he/she/they has/have taken full, free and complete inspection of the said building plan, the necessary scheme submitted for approval to the Competent Authority, and papers relating to grant of approvals and relative documents and papers, regarding the title to the "Said Land", as aforesaid.

3. THE PURCHASER/S hereby agree/s to Purchase/ Acquire, Flat/Office No._____ in the said building named as VAMANA APARTMENTS (for the sake of brevity hereinafter referred to as "THE SAID PREMISE" and more particularly described in the Second Schedule hereunder written along with the common areas more particularly described in Third Schedule hereunder written) on the _____ floor of the said building as per the plans and specifications having carpet area of _____ Sq. Ft. i.e._____ Sq. Meter also seen and approved by

him/her/ them for a Lum-Sum amount of
Rs. _____ (Rupees _____
_____ only).

THIRD SCHEDULE

4. The total sale consideration is the aggregate consideration for the said premise and the said car parking space, which is individually bifurcated as under:-
 - a) Rs. _____/- for and towards *the said premise*.
 - b) Rs. _____/- for and towards *the said car parking space*.
5. The parties hereto agree and accept that if the carpet area of the Premises is reduced/increased due to structural columns and structural membranes and/or on account of design and construction variances, the Purchaser/s shall not complain or raise any grievance on account of the said reduction/increase to the extent of 3% (three percentage). The Purchaser/s shall be bound to accept such reduced/increased area and shall not complain or demand compensation for such reduced/increased area, provided such reduction/increase does not exceed a maximum of 3% (three percent), in which scenario (of such reduction/increase of more than 3%) the appropriate payment shall be made for such reduction/increase by the Purchaser/s to the Promoter or vice-a-versa in

accordance and as per the ratio of the Sale Consideration to the Area Sold of the said Premise.

6. The total consideration money to be paid by the Purchaser/s towards said premise including the payment for the said parking is Rs._____-/-
(Rupees_____)
_____), which shall
be paid in the manner given below:-

- | | | |
|-------|----------|--|
| I. | Rs._____ | Upon entering into Agreement against the total price for Sale with PROMOTER. |
| II. | Rs._____ | Upon completion of plinth. |
| III. | Rs._____ | Upon casting of 1 st floor slab. |
| IV. | Rs._____ | Upon casting of 2 nd floor slab. |
| V. | Rs._____ | Upon casting of 3 rd floor slab. |
| VI. | Rs._____ | Upon casting of 4 th floor slab. |
| VII. | Rs._____ | Upon casting of 5 th floor slab. |
| VIII. | Rs._____ | Upon casting of 6 th floor slab. |
| IX. | Rs._____ | Upon casting of 7 th floor slab. |

- IX. Rs._____ Upon casting of Terrace slab.
- X. Rs._____ Upon completion of Masonry Works.
- XI. Rs._____ Upon completion of Sanitary & Electrical works.
- XII. Rs._____ Upon completion of Tiling & Flooring Works.
- XIII. Rs._____ Upon completion of finishing Items.
- XIV. Rs._____ All balance dues including the statutory taxes etc. at the time of possession offered by PROMOTER.

TIME SHALL BE ESSENCE OF THE CONTRACT FOR PAYMENT/S OF EACH INSTALLMENT/S OF AMOUNT/S PAYABLE UNDER THIS AGREEMENT.

7. The Purchaser/s shall make the payment of the sale consideration in the following manner:
1. **70% of the installment** shall be made by cheque/demand draft /pay order/wire transfer/ any other instrument drawn in favour of “JAYASHREE BUILDERS & CONTR PL RERA ACCOUNT No.50200031550604” in the designated account maintained with HDFC Bank Ltd.,

Andheri (W) Branch with IFSC Code No.HDFC0000019 (hereinafter referred to as 'the Designated Account'). The Promoter shall withdraw amounts from the Designated Account in accordance with the provision of Applicable Laws and as per MAHARERA Act.

- b) **30% of every installment** shall be made by cheque/demand draft /pay order/wire transfer/ any other instrument drawn in favour of "JAYASHREE BUILDERS & CONTRACTORS PVT. LTD., ACCOUNT No.50200019988643" in the Promoter's account maintained with HDFC Bank Ltd., Andheri (W) Branch with IFSC Code No.HDFC0000019 (hereinafter referred to as "**the Promoter's Account**").

8. The fixtures, fittings and general amenities to be provided in the said building are those as set out in the ANNEXURE "E" hereto annexed.

Annexure "E"

9. THE PURCHASER/S hereby agrees to pay all amounts payable under the terms of this Agreement as and when they became due and payable, **time in this respect being essence of the contract**. It is expressly agreed between the parties that THE PROMOTER is not bound to give a Notice demanding such payment and the failure to do so shall not be pleaded as an excuse for nonpayment of any amount or amounts on their respective due dates.

10. THE PROMOTER shall under normal conditions construct building as aforesaid on the said land as per the said sanctioned plans, with the said specifications seen and approved by THE PURCHASER/S with such variation in said plans and specifications as THE PROMOTER may consider necessary or as may be required by the Government and/or Greater Mumbai Municipal Corporation or any other Concerned and Competent Public Bodies or Local Authorities to be made. THE PURCHASER/S will not be entitled to or demand any compensation or reduction in the price of the said premises by reason of any such variation or variations, subject to the said variation or variations not exceeding 3% (three percentage) as specifically mentioned in the clause 4 hereinabove.
11. THE PROMOTER shall sell and convey the "SAID PREMISE" in the said building on what is known as "OWNERSHIP BASIS" when all the premises in the building proposed to be constructed on the said land are complete and ready for occupation in all respects and all the premises in the building are sold by THE PROMOTER to the intending Buyers/Purchasers, with a view ultimately that the intending Buyers/Purchasers of all such premises in the building should form themselves into a Co-operative Housing Society duly registered under the Maharashtra Co-Operative Society Act 1960 or

they should incorporate a Private Limited Company under the Companies Act and/or an Association of Apartments Holders with themselves as the Share Holders and upon the intending Buyers/Purchasers of all such premises in the building paying in full their respective dues, payable by them and strictly complying with all the terms and conditions of their respective agreements with the PROMOTER and subject to all other stipulations and covenants and conditions contained in these presents, THE PROMOTER shall, then convey or get the necessary conveyance executed in respect of the said land and the said building constructed thereon as aforesaid in favour of a Co-operative Housing Society or a Private Limited Company or an Association of Apartments Holders, formed and/or incorporated by the intending Buyers/Purchasers jointly with other intending Buyers/Purchasers of all such premises in the building.

12. Under no circumstances the possession of the said premise shall be handed over by the PROMOTER to the PURCHASER/S unless and until all the payments required to be made under this Agreement by the PURCHASER/S have been made to the PROMOTER.

13. **DEFAULT BY THE PURCHASER/S & ITS CONSEQUENCES:**

- a) On the PURCHASER/S committing default in payment of the sale consideration or any

installment/s thereunder on due date **(time being the essence of contract)** of any amount/s due and payable by the PURCHASER/S to the PROMOTER under this agreement (including the PURCHASER/S proportionate share of taxes levied by the MCGM and other outgoings) and/or on the PURCHASER/S committing breach of any of the terms and conditions herein contained, the PROMOTER shall be entitled at its sole option to terminate this Agreement.

- b) Provided always that the power of termination hereinbefore contained shall not be exercised by the PROMOTER unless and until the PROMOTER shall have given to the PURCHASER/S 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the PURCHASER/S in remedying such breach or breaches within 15 (fifteen) days after giving of such notice.
- c) Provided further that upon termination of this Agreement as aforesaid, 10% of the amount paid till then by the PURCHASER/S will stand ipso facto forfeited without any reference or recourse to the PURCHASER/S and the PROMOTER shall refund to the PURCHASER/S the remaining amount of Sale Consideration of the Said

Premise which may till then have been paid by the PURCHASER/S to the PROMOTER but the PROMOTER shall not be liable to pay to the PURCHASER/S any interest on the amount so refunded and upon termination of this Agreement and offer of refund of the aforesaid amount (after taking into account the forfeited amount) by the PROMOTER, (whether acceptable and realized by the PURCHASER/S or not) the PROMOTER shall be at liberty to dispose of and sell the Said Premise to such person/s and at such price as the PROMOTER may in their absolute discretion think fit and proper. On termination of this Agreement, the PURCHASER/S shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the PROMOTER or against the Said Premise.

- d) Further, on termination of this Agreement, the PURCHASER/S shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the PROMOTER or against the Said Premise or under this agreement and for that the **PROMOTER is hereby Irrevocably Authorized by the PURCHASER/S** to comply with all the formalities for Execution And Registration of the Unilateral Deed Of Cancellation (at the sole option of the PROMOTER), without the PURCHASER/S being a signatory thereto and the PURCHASER/S will not

raise any objection or dispute in that regard. Further, upon termination, the PROMOTER shall be entitled to deal with, resale or dispose off the Said Premise in the manner as the PROMOTER may deem fit without any reference or recourse to the PURCHASER/S.

- e) Without prejudice to the right of the PROMOTER to terminate this Agreement on account of delay in payment/s, as stated above, in the event the PROMOTER does not exercise its option to terminate as aforesaid and grants extension of time to the PURCHASER/S to make payment, the PURCHASER/S agrees to pay to the PROMOTER, interest at the SBI highest marginal cost of lending rate plus 2% as specified in the rule, on all the delayed payments which become due and payable by the PURCHASER/S to the PROMOTER under the terms of this Agreement from the date the said amount is payable by the PURCHASER/S to the PROMOTER until the date of actual payment and realization to the Designated Account and PROMOTER'S Account hereinabove mentioned. Without prejudice to the other rights of the PROMOTER hereunder, the PROMOTER shall, in respect of any amounts remaining unpaid by the PURCHASER/S under this Agreement, have a first charge/lien on the Said Premise. The PURCHASER/S shall not have, in any manner whatsoever, any right of whatsoever nature in the Said Premise, without making full payment

of all amounts payable by the PURCHASER/S under this Agreement, to the PROMOTER. It is hereby clarified that for the purpose of this Agreement payment shall mean the date of credit of the amount in the Designated Account and the Promoter's Account.

- f) Upon the PROMOTER terminating this agreement as aforesaid, the PROMOTER shall be entitled to adjust the shortfall (if any) in the Service Tax and/or G.S.T. (or any other statutory levies and/or dues and/or taxes etc.) liability of the PURCHASER/S from the balance amounts (i.e. amount paid by PURCHASER/S to the PROMOTER less the amounts which the PROMOTER is entitled to forfeit, appropriate and adjust as aforesaid), if any available with the PROMOTER prior to refund of the amount/s to the PURCHASER/S. The amounts paid by the PURCHASER/S towards Service Tax and/or GST or any liability of whatsoever nature until the date of termination/cancellation and deposited with the statutory authorities, shall be refunded to the PURCHASER/S without any interest thereon only upon the PROMOTER receiving corresponding refund/getting credit of the corresponding Service Tax and/or GST etc. amount paid/deposited, from the statutory authorities and not otherwise.

- g) If the PURCHASER/S in order to augment the resources in his hand for the purpose of payment of consideration amount to the PROMOTER under this Agreement, seeks a loan from financial institutions or banks or any other lender (the "lender") against the security of the Said Premise subject to the consent and approval of the PROMOTER, then in the event of (a) the PURCHASER/S committing a default of the payment of the installment/s of the consideration amount and (b) the PROMOTER exercising its right to terminate this Agreement, the PURCHASER/S shall clear the mortgage debt outstanding at the time of the said termination. The PURCHASER/S shall obtain the necessary letter from such lender stating that the PURCHASER/S has/have cleared the mortgage debt and on receipt of such letter from the lender, the PURCHASER/S shall be (subject to what is stated in clause regarding the forfeiture) entitled to the refund of the amount so paid by the PURCHASER/S to the PROMOTER towards the said premise. Notwithstanding all that is stated hereinabove it shall always be obligatory on the part of the PURCHASER/S to pay the installment/s of the consideration amount as and when due under the terms of this Agreement irrespective of the fact that the PURCHASER/S has applied for the loan to the lender and further irrespective of the fact that

the said loan are under process and sanction is awaited and/or is rejected.

h) All the rights and/ or remedies of the PROMOTER including the aforesaid rights and remedies of the PROMOTER, are cumulative and without prejudice to one another.

14. Possession of the said premise shall be handed over by the PROMOTER to the PURCHASER/S after the building on the said land is ready for use and Occupation Certificate granted by the B.M.C., provided all the amounts are paid to the PROMOTER in full. The PURCHASER/S shall take possession of the said premise within seven days of the PROMOTER giving written notice to the PURCHASER/S intimating that the said premise is ready for use and occupation.

15. Subject to the PURCHASER/S making full payment of all the amounts due by him/her/them under this Agreement, the possession of the said premise shall be delivered by the PROMOTER to the PURCHASER/S on or before 31.12.2019 or on payment & clearance of all amounts payable by the PURCHASER/S to the PROMOTER in case the OCCUPATION CERTIFICATE by B.M.C. in respect of the Said Building is already obtained. The PROMOTER shall not incur any liability if they are unable to deliver possession of the said premise by the date aforesaid, if the completion of the building/s

is/are delayed by reason of non-availability of Steel or Cement or any other Building Material or by reasons of War, Civil Commotion, or any Act of God or if non-delivery of possession is as a result of any other notice, direction, order, rule or notification of the Government or any other Public Authority or Court of Law or Tribunal or Public bodies or Municipal Authorities not granting water connection or on account of the circumstances beyond the control of the PROMOTER, or for any other unavoidable unforeseen or inevitable circumstances, in which event, the period of time specified above shall automatically be deemed to have been extended and the PURCHASER/S shall not be entitled to object to the same or for cancellation of this Agreement.

16. If for any reason The PROMOTER are unable or they fail to give possession of the said premise to the PURCHASER/S by the date specified in Clause (11) above or upto its extension by a period during which any one or more of the reasons set out in Clause (11) prevails or by any further date or dates agreed to by and between the parties hereto, then and in that case, the PURCHASER/S shall be entitled to terminate this Agreement, in which event the PROMOTER shall, within two weeks from such termination refund to the PURCHASER/S the amounts that may have been received by the PROMOTER from the PURCHASER/S in terms hereof in respect of the said premises but subject to

proper Deed/s of Cancellation being made and executed and registered by the PURCHASER/S.

17. It is hereby specifically agreed by and between the parties that the said premise has been agreed to be sold at the said purchase price on the present market price of building materials and labour costs and if the prices of building materials or labour charges increase hereafter, the proportionate increase in the cost of construction of the said premise agreed to be purchased, shall also be payable by the PURCHASER/S to the PROMOTER before delivery of possession of the said premises by PROMOTER to the PURCHASER/S. The amounts of proportionate increase as may be fixed by PROMOTER shall be final and binding upon the PURCHASER/S and the PURCHASER/S hereby specifically agree/s and covenant/s to pay the same to the PROMOTER before asking for and taking delivery of possession of the said premise. The details of the approximate expenses of the said real estate project is already provided to the RERA Authority and the PURCHASER/S has/have agreed to look into the same as regards the premiums etc. payable to the government and B.M.C. and the estimated costs of construction and any increase therein will be in proportion and in the ratio as mentioned in the said project details provided.
18. Upon the PURCHASER/S taking possession of the said premise he/she/it shall have no claim

against the PROMOTER as regards the quality of the building materials used for construction of the said premise or the nature of the construction of the said premise or otherwise whatsoever. The PURCHASER/S shall verify all claims regarding the area of the Said Premise on or before taking the possession and no claims of whatsoever nature shall be entertained after the possession of the Said Premise is delivered by PROMOTER and taken over by the PURCHASER/S.

19. The PURCHASER/S is hereby made aware that the Sale Consideration includes the deposits pertaining to and towards (a) Legal Charges on Account of Drafting and Finalising the Conveyance Deed, (b) Share Money and Application Fee for membership to the Society, (c) Statutory Fees and Liaisoning Charges towards the Formation and Registration of the Society and Limited Company or Association of Apartment Holders, (d) Electricity Deposits for Electricity to the Said Premises and the Common Electricity Connection availed for various purposes in the Said Building, (e) Water Meter and Security Deposits of B.M.C. which is to be transferred to the Society, (f) Deposits pertaining to Piped Gas, (g) Development Charges, (h) 1 year Maintenance Charges and B.M.C. Assessment/ Property Taxes and does not include any payments towards any other account viz. Stamp Duty, Registration Charges, G.S.T. and other applicable statutory taxes etc.

20. The PURCHASER/S hereby consent/s and accept that in the present circumstances it is not possible for the PROMOTER to give any account of the above said deposits nor explain the out of pocket expenses incurred in the scheme of working and as such the PURCHASER/S accept the decision of the PROMOTER to be final and agree and undertake to not call in question the decision taken by the PROMOTER.
21. The PURCHASER/S has, in addition to the consideration and the various deposits mentioned hereinabove, agreed to deposit and keep deposited with the PROMOTER or otherwise to bear and pay directly or jointly with other purchasers of various Flat/Unit/Stilt/Stilt Parking Space in the said Building on the said land or as a member of the proposed organization of purchasers, the betterment and development charges, C.G.S.T./S.G.S.T./I.G.S.T. etc. or any other tax or payment of a similar nature which the B.M.C. or Any other Govt. Authorities, State or Central or Public Bodies may impose in respect of the development of the said land on which the said building is being constructed by the PROMOTER or any increment or varying additions in such betterment charges and development charges etc. from time to time as well or any taxes or charges which may be claimed, demanded or recovered by the B.M.C. or any Govt. Authority, State or Central, in

proportion to the area of the Flat/Unit/Stilt/Stilt Parking Space or proportionately to this Agreement value for the time being, as the case may be agreed, to be purchased from the PROMOTER and in determining such amount, the decision of the PROMOTER shall be conclusive and binding upon the PURCHASER/S and shall not be called in question.

22. Commencing a week after notice is given by the PROMOTER to the PURCHASER/S that the said premise is ready for use and occupation the PURCHASER/S hereby agrees to contribute & pay his/her/their proportionate share towards the costs, charges, expenses and outgoings regularly on or before the 5th day of every month to the PROMOTER until the said premise is conveyed to the PURCHASER/S jointly with the Purchasers of all the other premises in the said building, the proportionate share that may be ascertained by the PROMOTER.
23. So long as each premise in the said building is not separately assessed for taxes and water charges by the B.M.C., the PURCHASER/S shall pay proportionate share of the water charges and taxes, rates and assessments on the whole building by the B.M.C. PROVIDED HOWEVER that if any special taxes and/or rates are demanded by B.M.C. or any other Authorities by reason of any permitted use by the PURCHASER/S, the

PURCHASER/S alone shall bear and pay such special taxes and rates and any increase thereon. As from the deemed date of delivery of the Flat/ Stilt/Stilt/ Parking Space, the PURCHASER/S and other purchasers shall observe and perform all the Rules and Regulations of the B.M.C. and other Statutory Bodies and shall indemnify and always keep indemnified The Promoter against any loss or damage.

24. It is expressly agreed & declared that the PURCHASER/S is not entitled as of right to any parking place, open or covered other than what is allotted under these presents since the parking spaces are allotted for each of the flats in the said building to each of the purchasers in the said building and the possibility of vacant parking slots (both stilt and open) are bleak and it is in the interest of the other purchaser/s of the flat/s in the said building to enjoy the parking spaces allotted to him/her/them without any nuisance or objections. The PURCHASER/S consent that it will be in the sole & exclusive discretion and option of the PROMOTER to allot any parking slots to any purchaser/s on such terms & conditions as may be acceptable to the PROMOTER and that the PROMOTER may allot any parking slots in their sole discretion and it is expressly agreed and declared that the PURCHASER/S shall not under any circumstances call for in question any action on the part of the PROMOTER in above respects and or

raise any dispute and the PURCHASER/S hereby irrevocably consents to the same. It is also agreed by the PURCHASER/S that he/she/they shall along with the other purchasers and their Organization (Organisation of the Purchasers of all the units in the said building) shall not dispute the allocation of the Parking Spaces/Slots etc. and what is stated hereinabove shall be applicable to the organization of the purchasers in which the PURCHASER/S herein shall also be member/s. The PURCHASER/S covenants & undertakes to give an affidavit to that effect to the B.M.C and other concerned authorities without any dispute or objection and shall not make any grievance or complaint to any Authorities Civil, Municipal or Criminal etc., in respect of any such alleged hardship that may be caused while the PROMOTER shall take all necessary available precautionary measures for minimizing such hardship and any default on the part of the PURCHASER/S in doing so shall be deemed as the breach of the undertaking on the part of the PURCHASER/S and the terms & conditions of this Agreement and the Agreement is liable to be terminated.

25. After the possession of the said premise is handed over to the PURCHASER/S he/she/they shall maintain the said premise at his/her/their own costs in good and tenantable condition & repairs and shall not do or suffer or caused to be done anything in or to the said building or the said

premise, staircases and common passages which may be against the Rules and Regulations of the Municipal Corporation of Greater Mumbai or other Authority nor shall the PURCHASER/S change, alter or make additions in or to the said premise or to the building or any part thereof without prior permission of the PROMOTER and the Statutory Authority. After possession, the PURCHASER/S will not carry out any changes, alteration, additions, repairs, etc. to the "Said Premise" through any agency but those authorized by the PROMOTER until such time that the conveyance/conveyances is/are executed in favour of Society/Company/ Association in respect of the "SAID LAND" along with the "SAID BUILDING" constructed thereon.

26. Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said premise or of the said land or the said building constructed thereon or any part to the PURCHASER/S by the PROMOTER.
27. The PURCHASER/S shall not let, sub-let, sell, transfer or assign his/her/their interest or benefit under this Agreement till all the dues payable by him/her/them to the PROMOTER under this Agreement are fully paid up and until he/she/they obtain previous consent in writing of the PROMOTER in that behalf.

28. The PURCHASER/S alongwith other Purchasers of all other premises in the said building constructed on the said land shall Co-Operate in forming a Co-operative Housing Society or a Private Limited Company or an Association of Apartments Holders and upon the same being registered or being incorporated as the case may be, the rights of the PURCHASER/S as the owner/s of the said premise will be regulated by the provisions of Bye-Laws of such Co-operative Housing Society or the Memorandum and Articles of Association of such Limited Company or Association, as the case may be.
29. The PURCHASER/S shall take the necessary shares in the Limited Company or the Association or Co-operative Society to be formed as aforesaid and this Agreement shall be treated as an Irrevocable Application and Consent to become a Member of such Limited Company or Association or such Co-operative Society as aforesaid by the PURCHASER/S and for allotment of shares of such Limited Company or Association or Co-operative Society, as the case may be.
30. The PURCHASER/S shall, from time to time, sign all applications, papers and documents and do all acts, deeds and things as the PROMOTER and/or the Co-Operative Housing Society and/or the Limited Company and/or the Association as the case may be, may require for becoming a Member

of such Society or Limited Company or the Association.

31. The PURCHASER/S shall observe and perform all the Bye-Laws and Rules and Regulations which the Co-operative Society or Limited Company or Association on registration may adopt or all the provisions of the Memorandum and Articles of Association which the Limited Company or Association when incorporated may adopt.
32. The PROMOTER shall co-operate with the PURCHASER/S and the Purchasers of the other premises in the building in Formation and Registration of a Co-operative Society or a Private Limited Company or Association as aforesaid for the purpose of management of the "SAID LAND" and the "SAID BUILDING" constructed thereon.
33. The PURCHASER/S shall keep the said premise and its external and partition walls, sewers, drains, pipes and appurtenances of the said building in tenantable condition & repairs and in particular so as to support shelter and protect the parts and members of the said building other than the said premise.
34. The PURCHASER/S shall permit the PROMOTER, Co-operative Society, Limited Company or Association and his/her/their successors or agents, with or without workman, at all reasonable times and

from time to time, to enter into and upon the said premise or any part thereof to view and examine the conditions of the said premise and for the purpose of repairs of any part of the said building as also for the purpose of maintaining, rebuilding, cleaning, lighting and keeping in order and condition all services, including drains, pipes, electricity cables, water pipes, gutters, wires, party structures or other conveniences belonging to or serving or used for the said building as also for the purpose of laying down, maintaining, repairing and testing, drainage and all other pipes and electric wires and conveniences and for similar such other purposes.

35. After the possession of the said premise is handed over to the PURCHASER/S, if any works such as additions or alterations or repairs in or about or relating to the said building are required to be carried out by the Government, Municipality or any other Statutory Authority or Public Body, the same shall be carried out by the PURCHASER/S, in co-operation with the Purchasers of the other premises in the building at his/her/ their own costs and the PROMOTER shall not be in any manner liable or responsible for the same.
36. The PURCHASER/S shall not put up any ventilator, window, openings or any type of construction protruding outside the "Said Premise" for A.C. Grill works, gardening, keeping pots/plants etc.

and/or any extra toilet/washing facilities inside the premise other than what is already provided as per sanctioned plan and the PURCHASER/S hereby indemnifies and shall keep the PROMOTER always indemnified against any injury, damages, loss, taxes & expenses, assessment or proceedings made or incurred by the PROMOTER as a result thereof on account of any acts of commission or non-commission on the part of the PURCHASER/S.

37. The PURCHASER/S shall not decorate the exterior side of the said premise otherwise than in a manner agreed to with the PROMOTER.
38. The PURCHASER/S shall not be entitled to claim partition of his share in the said land and/or the said building constructed thereon and the same shall always remain undivided and impartible.
39. The PURCHASER/S shall not throw dirt, rubbish, rags or other refuse in the compound or any portion of the Building.
40. The PURCHASER/S shall not store in the said premise and/or in the passage or at any place of the said building, any goods of hazardous or combustible nature or which are too heavy to affect the construction or the structure of the said building.

41. The PURCHASER/S will co-operate with the PROMOTER, Co-operative Society, Limited Company or Association in maintaining the Society Office and the Health/Gymn and/or Facilities and shall regularly pay his/her/their respective outgoings towards the maintenance of the same.
42. The PURCHASER/S shall not cause or allow to be caused nuisance of any kind whatsoever and cause damage to the building or harassment to their immediate neighbours or in any floor of the building by pounding off conditions & grinding on masala stone and washing clothes by baton or by drying clothes on wires on the exterior or by watering the plants/flower pots kept in the exterior and spitting and/or in the matter of furnishing flat or interior decoration and/or cause or allow to be caused noise and/or air pollution of any nature such as loudspeakers, dusting and scraping of paints, p.o.p works etc. or otherwise.
43. If the PURCHASER/S neglect/s for any reason whatsoever to pay to the Promoter any of the amounts due and payable by the PURCHASER/S under the terms and conditions of this Agreement (whether before or after delivery of possession) within the time hereinbefore specified in that behalf in this Agreement or if the PURCHASER/S shall in any other way fail to perform or observe any of the terms and conditions on his/her/their part herein contained or referred to, the Promoter

shall be entitled to re-enter upon and resume possession of the said premise and everything whatsoever therein and this Agreement shall cease and stand terminated and the earnest money and all other amounts already paid by the PURCHASER/S to the PROMOTER stand absolutely forfeited by and to the PROMOTER except what is expressly mentioned hereinabove. In such event the PURCHASER/S shall have no claim for refund or repayment of the said earnest money and other monies already paid by him/her/it or any part thereof. The PURCHASER/S hereby agree/s to forfeit all his/her/their right, title and interest in the said premise and all amounts already paid and in each of such events, the PURCHASER/S shall also be liable to immediate ejectment as trespasser/s.

44. In case the PURCHASER/S give/s the said premise on Leave and Licence basis or any other basis and if on that account the Municipal Corporation of Greater Mumbai or any other authority charges the Municipal or other taxes and rates, etc. at an increased rate, the PURCHASER/S hereby agrees to pay such increased Municipal taxes, rates, etc. levied by the Municipal Corporation of Greater Mumbai or other Authority and/or increased outgoings in respect of the said premise. In case the PURCHASER/S fails to pay such increased Municipal or other taxes and outgoings to the PROMOTER, Co-operative Society, Limited Company or Association or to the Municipal Corporation of

Greater Mumbai or other authority, the PURCHASER/S shall alone be liable to pay and bear all the costs and consequences whether directly, indirectly or remotely resulting from such non-payment.

45. Save and except on the said premise hereby agreed to be acquired, the PURCHASER/S shall have no claim or right to any other premise i.e. to any of the open spaces, parking places, garages, lobbies, staircases, terraces, etc. and the same will remain the property of the PROMOTER until the whole property is transferred to the Co-operative Society, Limited Company or Association comprising of the PURCHASER/S jointly with the Purchaser/s of all other premises in the said building or their joint nominee or nominees. After the said building on the said land is complete and ready and fit for occupation and after the Society or Limited Company or Association is registered and only after all the flats/ offices/ parking spaces etc., in the said building being constructed, as aforesaid, have been sold, allotted and/or disposed of by the PROMOTER and the PROMOTER has received all the dues payable to them under the terms of the agreements with various Purchasers, PROMOTER shall execute a Conveyance in favour of the said Society or a Limited Company or Association, as herein provided.

46. The PROMOTER shall in respect of any amount unpaid by the PURCHASER/S under the terms and conditions of this Agreement, have a lien on the said premise agreed to be acquired by the PURCHASER/S. The PURCHASER/S agree and consent that notwithstanding any loan and/or financial assistance availed by the PURCHASER/S as and by way on mortgage of the said premise, the lien of the Promoter shall always stand first and the right of recovery of all dues, of whatsoever nature, shall first accrue to the PROMOTER.
47. The PURCHASER/S shall not do or cause to be done any act, matter or thing which may render void or voidable the insurance policy of the said building and/or whereby the rate of premium payable in respect thereof is increased.
48. Any delay or indulgence by the PROMOTER in enforcing the terms of this Agreement or any forbearance or giving time to the PURCHASER/S shall not be construed as a waiver on the part of the PROMOTER 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 right of the PROMOTER.
49. If within a period of five years from the date of handing over the said Premise to the PURCHASER/S, the PURCHASER/S brings to the notice of the PROMOTER any structural defect in the said premise or in the said

building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the PROMOTER at its own cost. It is however expressly agreed and the PURCHASER/S consents and confirms that if any complaint of whatsoever nature arises due to additions, alterations, modifications and/or changes made/carried out either by the PURCHASER/S, in the said premise (internally and/or externally) and/or in the said building, and/or by the other Purchaser/s of the flats in their premise and/or in said building, then in such circumstances the PROMOTER shall not be liable and/or responsible for the repairs in any manner whatsoever.

50. This Agreement shall always be subject to the provisions of (i) Real Estate (Regulation and Development) Act, 2016; (ii) Maharashtra Real Estate Regulatory Authority (General) Regulations, 2017; (iii) Maharashtra Real Estate Regulatory Authority (Recruitment and Conditions of Service of Employees) Regulations, 2017; (iv) Maharashtra Real Estate Appellate Tribunal, Officers and Employees (Appointment and Service Conditions) Rules, 2017; and (v) Maharashtra Real Estate Regulatory Authority (Form of Annual Statement of Accounts and Annual Report) Rules, 2017 and read together with Maharashtra Ownership of Flats Act, 1963, Maharashtra Apartment Ownership Act, 1970 and the respective rules made thereunder. In the event of conflict between any of the aforesaid, the provisions of

Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder shall prevail.

51. For all purposes, this agreement shall be subject to the jurisdiction of Bombay High Court and the subordinate courts thereunder.
52. All notices to be served on the PURCHASER/S by the PROMOTER under this Agreement or otherwise shall be deemed to have been duly served if sent to the PURCHASER/S by prepaid post Under Certificate of Posting OR by any other method through India Post or by Courier at his/her/their address at the said premise or at the address given hereinabove unless change of address is intimated in writing to the PROMOTER.
53. The PURCHASER/S shall lodge this Agreement for Registration within two months from the execution hereof with the Sub-Registrar of Assurances at Mumbai and the PROMOTER will attend the office of Sub-Registrar and admit execution thereof, after the PROMOTER receives from the PURCHASER/S written intimation of the number and date under which the same is lodged for Registration.
54. Advocate for the PROMOTER shall prepare and/or approve as the case may be, the Conveyance of the said land, more particularly mentioned in the First Schedule hereunder written, with the said building constructed thereon or any other

document in favour of the Co-operative Society, Limited Company or Association comprising the PURCHASER/S jointly with the Purchasers of all other premises in the said building or their joint nominee or nominees to complete their title to the said land and the said building thereon as also the Bye-Laws or the Memorandum and Articles of Association in connection with the Formation, Registration and/or Incorporation of Co-operative Housing Society or Limited Company or the Association.

55. **All costs, charges and expenses including stamp duty, registration charges and other expenses including the legal fees and charges in connection with the preparation and proof reading and execution of the Conveyance of the said land with the said building thereon, and any other document (whether incurred hitherto-fore or to be incurred hereafter) to complete the title of the Co-operative Society, Limited Company or Association comprising of the PURCHASER/S and the Purchaser/s of all other premise in the building or their joint nominee or nominees to the said land and the said building thereon as also all costs, charges and expenses including legal fees, laisoning fees/charges and charges in connection with Formation, Registration and Incorporation of the Co-operative Housing Society or the Limited Company or Association as the case**

may be, shall be borne, shared and paid by the PURCHASER/S in proportion to the area of the said premise.

56. The stamp duty, registration charges and other costs and charges including legal fees and charges of and incidental to this Agreement shall be borne and paid by the PURCHASER/S.

57. **The PURCHASER/S shall pay brokerage at the rate of 2% on the full Purchase Price to M/s./Shri/Smt. _____**

on the execution of this Agreement.

58. The PURCHASER/S hereby consents & covenants that the PROMOTER shall have a right until the execution of conveyance in favour of the proposed Society or Limited Company or the Association or an incorporated body to make additions, raise storeys or put up additional structures and/or use additional F.S.I. if any available and as may be permitted by the Municipal Corporation and other Competent Authority and such additions, structures, storeys, will be the sole property of the PROMOTER, who will be entitled to dispose off the same in any way they choose and the PURCHASER/S or their organization shall have no rights of any nature whatsoever to the same.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE
HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS
AND SEALS ON THE DAY AND YEAR FIRST HEREINABOVE
WRITTEN.

THE COMMON SEAL OF THE CO. PURSUANT TO)
THE RESOLUTION OF THE BOARD OF DIRECTORS)
AT THE BOARD’S MEETING HELD ON **05-08-2014**)
IS AFFIXED HERETO IN THE PRESENCE OF)
_____)

SIGNED SEALED AND DELIVERED BY THE)
WITHIN NAMED M/S. JAYASHREE BUILDERS AND)
CONTRACTORS PVT. LTD., BY SHRI L. A. BELUR OR)
SMT. B. L. RANGANAYAKI OR SHRI A. L. BELUR)
WHO HAS SUBSCRIBED HER/HIS SIGNATURE)
HERETO IN THE PRESENCE OF _____)

1.

2.

SIGNED SEALED AND DELIVERED BY THE)
WITHIN NAMED _____)
_____)

_____)
_____)
PURCHASER/S IN THE PRESENCE OF _____)

1.

2.

:RECEIPT:

RECEIVED FROM THE WITHIN NAMED PURCHASER A)
SUM OF RS. _____ (RUPEES _____)
_____ ONLY))
BEING THE EARNEST MONEY TO BE PAID BY HIM/)
HER/THEM TO US AS MENTIONED IN CLAUSE (3) IN)
THESE PRESENTS.)

Rs. _____

WE SAY RECEIVED
JAYASHREE BUILDERS AND CONTRACTORS PVT. LTD.

BUILDERS

- 1.
- 2.

FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land or ground situate,
lying and being at Revenue Village Dahisar, Taluka

Borivali, M.S.D. in area known as Jaya Nagar, off C. S. Road No.2, Chhatrapati Shivaji Complex, R/North Ward of Greater Mumbai Municipal Corporation, Dahisar (East), Mumbai-400 068 within the registration Sub-District of Mumbai City and Mumbai Suburban and bearing the following Revenue and City Survey description:-

<u>Survey No.</u>	<u>Hissa No.</u>	<u>Area A.G. As.</u>	<u>C.T.S. No.</u>	<u>Area as per PRC in Sq. Mtrs.</u>
69	3	0 2 0.31	1279	248.00

And bounded as follows:

ON OR TOWARDS:

East by : Survey No.69, Hissa No.6, C.T.S. No.1282 & 1283.

West by : Survey No.69, Hissa No.2, C.T.S. No.1278.

North by : Survey No.66, Hissa No.9, C.T.S. No.1310 Pt.

South by : Survey No.69, Hissa No.2, C.T.S. No.1280.

SECOND SCHEDULE ABOVE REFERRED TO

All that premise bearing Flat/Shop/Godown/Stilt Parking space bearing No.____ admeasuring _____ Sq. Feet = _____ Sq. Meters, on the _____ floor in the building known as **“VAMANA APARTMENTS”** on C.T.S. No.1279 of Village Dahisar, Taluka Borivali, M.S.D. lying being & situate off C. S. Road No.2 in a locality known as Jaya Nagar, Dahisar (East), Mumbai-400 068.

THIRD SCHEDULE ABOVE REFERRED TO

Entrance to the Building, Common Passages, Stair Cases, Suction Tank, Pump Room, Watchman Cabin, Compound Wall etc. and any other portion which is commonly used by the members of the society.

ANNEXURE-A

**M/S. JAYASHREE BUILDERS & CONTRACTORS PVT. LTD.
101-102, Suhas C.H.S. Ltd., C.T.S. No.2500, Plot No.133,
Daulat Nagar Road No.9, Borivali (E), Mumbai-400 066.**

Date: 5th August, 2014.

True Copy of the Resolution passed in the Board Meeting held on 5th August, 2014 at the Company's registered office at the above address at Mumbai.

Re.: Construction and Development of C.T.S. No.1279 of Village Dahisar, Taluka Borivali, M.S.D., R-North Ward, owned by the Director Shri L. A. Belur.

It is hereby resolved that the Company undertake the construction and development of C.T.S. No.1279 of Village Dahisar, Taluka Borivali, M.S.D., off C. S. Road No.2, R/North Ward, Dahisar (E), Mumbai-400 068 owned by Director Shri L. A. Belur (Shri Lakshminarasimhan Anantharaghavachar Belur) and construct a residential building named as "VAMANA" thereon by investing for the same. The Director Shri L. A. Belur has taken a sympathetic view of the finances of the Company and the Losses that are being piled up year on year and has permitted the company to develop and construct the building on the plot of land bearing C.T.S. No.1279. The Company further resolves that in lieu of the Director permitting the Company to carryout the development and construction of the building, the Company shall hereinafter suitably pay either in cash or by way of providing free constructed area either in this

particular project “VAMANA” or any other project of the Company taken up in future. It is further resolved that the Director Shri L. A. Belur and/or of the other Director Smt. B. L. Ranganayaki and/or their C.A. and Authorised Signatory of the Company Shri A. L. Belur (Shri Ananthakrishna Lakshminarasimhan Belur), is authorized to represent the Company and sign all necessary deeds, documents, affidavits etc. and further that the Digital Signature of Shri L. A. Belur be used for obtaining the various permissions including the Occupation Certificate from B.M.C.

For M/s Jayashree builders & contractors Pvt. Ltd.

Sd/-

Sd/-

Sd/-

Smt. B. L. Ranganayaki

Shri L.A.Belur

Director

Director

ANNEXURE-E

A M E N I T I E S

- ❖ Decorative Main Door finished in Veneer or Laminate with Teakwood Frame and Brass Fittings. Safety Door with appropriate fittings & fixtures. Windows of Quality Aluminium Section.
- ❖ Ward Robe in Master Bed-Room.
- ❖ Glazed & Louvered Alluminium Windows in Marble/Granite Frame and Composite/Wooden Panel Doors in common Bathroom & W.C.
- ❖ Acrylic paint or washable distemper to internal walls & Acrylic waterproof painting to external walls, P.O.P. finishing to internal walls and P.O.P moulded cornice in Living Rooms.
- ❖ Vitrified flooring with 2 ½” skirting all around in all rooms, passages & kitchen. Ceramic Tiles Dado upto window sill level in Kitchen, sink and Common toilet-bathroom.
- ❖ Granite Platform in kitchen with stainless steel sink and Italian kitchen counters.
- ❖ Piped Gas connection.
- ❖ Chimney and Hob in Kitchen.
- ❖ Quality trouble free passenger Lift.

- ❖ Concealed Copper Wiring with adequate electrical points, T.V. & Telephone Points.
- ❖ LED Television Sets in Hall and Master Bed-Room.
- ❖ Concealed Plumbing with Chrome Fittings and Fixtures of Jaguar or any other reputed brand, Hot & Cold Water Mixer and Geyser.
- ❖ Designed Grill Work where permitted.
- ❖ Compound wall with Main Gate & Watchmen's Cabin.
- ❖ Solar Water Heating for Bathrooms.
- ❖ Multipurpose Health/Gymnasium.
- ❖ Society Office.