

AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai on this _____ day of _____ 2019

between:

1. **M/s Sunil Constructions**, a proprietary firm, through its proprietor, Mr. Arjun Anant Waghmare, having its office at E-1, First Floor, Gora Gandhi Shopping Centre, Borivali (West), Mumbai- 400 092 (hereinafter referred to as “**the Developer**” which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, executors, administrators, and assigns) of **ONEPART**;

AND

2. MR. _____ adult/s, Indian Inhabitant of Mumbai having his/her/their address at _____
(hereinafter referred to as “**the Purchaser/s**” which expression shall, unless contrary to the context or meaning thereof mean and include its partner, his/her/their heirs, executors, administrators and assigns) of **the OTHERPART**;

(The Developer and the Purchaser are hereinafter collectively referred to as the “**Parties**” and singly referred to as the “**Party**” as the context may require)

WHEREAS:—

- A. By an Indenture of Conveyance dated 17th December, 1963 (hereinafter referred to as the said “**Indenture**”) made between (i) Manohar Waman Pradhan Court Receiver, High Court, Bombay, (ii) Receiver of the Estate of Haji Alimohamed Haji Cassurn, (iii) the Municipal Corporation of Greater Bombay, and (iv) Shailendra Eknath Sukthankar, I.A.S. Municipal Commissioner for Greater Bombay, the Vendors therein sold, transferred and conveyed in favour of the Municipal Corporation of Greater Bombay, inter alia, the said Property more particularly described in the First Schedule hereunder written for the consideration as set out therein. The said Indenture is registered with the office of the Sub-Registrar of

Assurances at Bombay at serial no.3658 of 63 in Book No.1 on 28th March, 1964.

- B. By virtue of the aforesaid the Municipal Corporation of Greater Mumbai (erstwhile Municipal Corporation of Greater Bombay) became the owner and is absolutely seized and possessed of and well and sufficiently entitled to all that pieces or parcels of land or ground totally admeasuring 5,722.20 square metres or thereabouts and bearing Survey No.27] and 272(part) corresponding to City Survey N0s.815, 816, 817, 818, 818/I & 2, 819, 819/I to 6, 820, 821, 822, 823, 824 & 825 of Village Dahisar, Taluka Borivli, Mumbai Suburban District and otherwise known as Sonya Budhya Compound at L. T. Road, Opp. Dahisar Railway Station, Dahisar (West), Mumbai 400 068 which is more particularly described in Part A of the **FIRST SCHEDULE** hereunder written (hereinafter referred to as **“the said Property”**)
- C. The said Property was entirely encroached upon by slum dwellers and that the said Property was a “deemed slum area” by virtue of it being a “census slum” as defined in Maharashtra Slum Areas (Improvement, Clearance and Re-development) Act, 1971 and that photo-pass was issued to the slum dwellers in the said Property.
- D. The slum dwellers residing on the said Property decided to re-develop the said Property under Regulation 33(10) of the Development Control Regulations (D.C.R.) for Greater Bombay, 1991 (hereinafter referred to as **“Regulation 33(10)”**) and in accordance with the terms and conditions of the Slum Rehabilitation Authority (hereinafter referred to as **“SRA”**) and formed a Co-operative Housing Society in the name of “OM Shiv Matoshri Co-operative Housing Society Limited (Hereinafter referred to as **“the Slum Society”**)
- E. By a resolution dated 10th August, 1997 passed at the general body meeting the said Slum Society appointed the Developer as their Builders & Developers for implementation of the Slum Rehabilitation Scheme. Pursuant to the above the said Slum Society have also executed a

Development Agreement on [N.A.] which is duly registered at serial number [N.A.] with the sub- registrar of assurances and also a General Power of Attorney in favour of the Developer in order to enable them to re-develop the said Property under the Slum Rehabilitation Scheme.

- F. The Developer has entered into a standard agreement with Architect, Mr.Ulhas J. Pagnis, registered with the council of architect and that such agreement prescribed by the council engineer for the preparation of the structural designs and drawing of the building. The Developer has appointed a Structural Engineer, Mr. Haresh Patel, for the preparation of the structural design and drawings of the building and the Developer accepts the professional supervision of the Architects and the Structural Engineer till the completion of the building.
- G. Pursuant to the appointment of the Developer by the slum dwellers and execution of the Development Agreement, the Developer submitted its proposal under Regulation 33(10) to SRA for re-development of the said Property under the Slum Rehabilitation Scheme.
- H. That in addition to the said Property being a deemed slum area, the said Property is also reserved for retail market (hereinafter referred to as “**Retail Market**”) and is falling in the C-1 Zone i.e. Commercial Zone under the Development Plan for Greater Mumbai, 1991 and as such the Developer has to construct a Retail Market in part of the said Property and handover the same, free of costs, to the Municipal Corporation of Greater Mumbai and in lieu thereof the Developer will be entitled to construct and sell in the open market, commercial and residential premises (hereinafter referred to as the “**Sale Component**”).
- I. That as per the plans submitted by the Developer to the planning authority i.e. SRA, the said Property has been divided into several parts and the same are as under:

- (i) Sale Plot 'A' admeasuring 2102.41 square meters as shown in blue color boundary in the map delineated at Annexure- A & Sale Plot 'A-1' admeasuring 350.16 square meters – for construction of the sale component building as shown in yellow color boundary in the map delineated at **Annexure-A** (Sale Plot 'A' and Sale Plot 'A-1' are hereinafter collectively referred to as **“Sale Plots”**).
 - (ii) Slum Plot 'B' admeasuring 1408.31 square meters which is for construction of the rehabilitation building for the purpose rehabilitation of the slum dwellers and Project Affected Persons (hereinafter referred to as **“PAP”**) as shown in green colour boundary lines in the map delineated at **Annexure- A**.
 - (iii) Retail Market Plot 'C' admeasuring 798.13 square meters which is for construction of Retail Market to be constructed and handed over to the MCGM is blue colour boundary lines in the map delineated at **Annexure- A**.
 - (iv) Internal Road Plot 'D' admeasuring 355.29 square meters, being internal road for the entire Property and shown in washed burnt sienna in the map delineated at **Annexure- A**.
 - (v) Set-back Road 'E' admeasuring 737.90 square meters - being the portion of the said property falling under set-back for D.P.Road and shown in washed burnt sienna in the map delineated at **Annexure- A**.
- J. As per the aforesaid plan, the Developer has constructed a building named as “Sai Krupa Mall & Tower” on the said Sale Plots. The said Sai Krupa Mall & Tower comprises of two wings, the A-Wing being a Commercial Building consisting of double basement + Ground + 3 upper floors and the B-Wing being a residential building consisting of double basement + stilt + 20 (or more) upper floors on the said Sale Plots.

- K. The Developer alone have the sole and exclusive right to develop the said property and are entitled to sell or otherwise dispose of the commercial and residential premises, car parking spaces, etc. in the said building “Sai Krupa Mall & Tower” to prospective purchasers on what is known as “ownership basis” and to enter into agreement/s with the prospective purchasers and to receive the sale price in respect thereof
- L. The SRA has issued a letter of intent bearing No. SRA/ENG/315/RN/ML/LOI dated 10th February, 2003 (hereinafter referred to as the said “**LOI**”) in respect of the Slum Rehabilitation Scheme on the said Property in favour of the Developer and thereafter on 19th March, 2004 the said LOI was amended. A copy of the said LOI and amended LOI are hereto annexed and marked as **Annexure “B” & “B-1”** hereto respectively.
- M. On 23rd May, 2003, SRA has issued an intimation of approval bearing No. SRA/Ch.E/933/RN/ML/AP (hereinafter referred to as “**IOA**”) under sub-Regulation 2.3 of Appendix-IV of Regulation 33(10) for part of the Rehabilitation Component in favour of the Developers and by Letter dated 19th March, 2004 of even no. the SRA amended the said IOA for the complete Rehabilitation Component. The copies of the said IOA and amended IOA are annexed as **Annexure “C” & “C-1”** hereto respectively.
- N. That upon the Developer complying with the terms and conditions contained in the said LOI & IOA, on 19th March, 2004 the SRA issued commencement certificate, being full commencement certificate of Wing-A and part commencement certificate up to plinth of Wing-B of the rehabilitation component and on 8th May, 2008 full commencement certificate was issued for Wing-B of the rehabilitation component. The copy of the said commencement certificate dated 19th March, 2004 with further commencement certificate dated 8th May, 2008 endorsed thereon is annexed as **Annexure “D”** hereto.

- O. That upon obtaining the commencement certificate for rehabilitation component and after demolishing the slums and providing transit accommodation to the slum dwellers, the Developer commenced and completed the construction of the Rehabilitation Component i.e. the Slum Rehabilitation Building No.1 on the said Slum Plot B and which building consists of A & B Wing of part stilt - part ground plus seven upper floors.
- P. Vide Letter bearing No. Asst. Comm./ Markets/1925/AEM dated 5th May, 2007 the market department of the MCGM has granted its no objection for construction of the retail market on said Retail Market Plot C on the terms and conditions as are stated in the said letter dated 5th May, 2007. A copy of the said letter dated 5th May, 2007 is annexed as **Annexure “E”** hereto.
- Q. Vide letter dated 30th May, 2008 bearing No. SRA/ENG/401/RN/ML/LAY, the SRA approved the Layout of the said Property as shown in the Layout Plan which is annexed at Annexure A. A copy of the said letter dated 30th May, 2008 is annexed as **Annexure “F”** hereto.
- R. The SRA by its letter dated 18th September, 2008 bearing No. SRA/Eng/2126/RN/ML/AP has issued the intimation of approval (IOA) under sub-regulation 2.3 of Appendix-IV of Regulation 33(10) in respect of the sale component building which has been build on the Sale Plots (hereinafter referred to as “**Sale Building No.2**”). The SRA vide its another letter dated 15th October, 2009 has issued amended IOA as per the amended plan dated 15th October, 2009. A copy of the said IOA dated 18th September, 2008 and the said amended IOA dated 15th October, 2009 is annexed as **Annexure “G”** and “**G-1**” respectively.
- S. The SRA issued commencement certificate in respect on the Sale Component Building on 5th May, 2009, being plinth commencement certificate and commencement certificate up to double basement +ground

+ first floor + part second floor. A copy of the said commencement certificate dated 5th May, 2009 is annexed as **Annexure- “H”** hereto.

- T. That in pursuance to the commencement certificate dated 5th May, 2009 and 15th October, 2009 the Developer had commenced the construction of the Sale Component Building on Sale Plots and has completed the same. As mentioned above the Developers alone have the sole and exclusive right to develop the said Property and are entitled to sell or otherwise dispose of the commercial and residential premises, car parking spaces, etc. in the said building i.e. Sai Krupa Mall & Tower to prospective purchasers on ownership basis and to enter into agreement/s with the prospective purchasers and to receive the sale price in respect thereof.
- U. The Developer has got approved from the SRA the plans, specifications, elevations, section and details of the A-Wing of the said Sale Component Building for double basement + ground + 3 upper floors and in respect of B-Wing of the said Sale Component Building for double basement + ground + 5 upper floors & part 6th Floor, that the plans, specifications, elevations, section and details of fifth floor and above i.e. upto 16th floor and/or more (hereinafter referred to as **the said “Upper Floors”**) will be approved after the FSI for the same has been granted by the MCGM. The FSI will be approved as per the progress of construction of the Retail Market in the Retail Market Plot ‘C’.
- V. While sanctioning the said plans concerned planning authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the said Property and the said Sale Component Building and only upon due observance and performance of such terms, conditions, stipulations and restrictions, the completion and occupation certificates in respect of the said Sale Component Building shall be granted by the concerned local authority.
- W. The Developer had accordingly commenced construction of the said Sale Component Building in accordance with the said plans.

- X. The Purchaser have demanded from the Developer and the Developer have given inspection to the Purchaser all the documents of title relating to the said Property and the plans, designs and specifications prepared by the Developers' Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as the said "**Act**") and the rules made thereunder.
- Y. The Developer has also annexed to this Agreement as **Annexure-"I"** to **Annexure- "L"** respectively, the copies of the following documents:
- (i) Certificate of Title issued by Advocate Anantrao More;
 - (ii) Property Register Cards & City Survey Plan of the said Property;
 - (iii) Copy of the floor plan of the shops/offices/flats/stilt/covered car parking spaces agreed to be allotted to the Purchaser, duly approved by the MCGM; and
 - (iv) List of amenities to be provided by the Developer in the said building known as Sai Krupa Mall and Tower.
- Z. The Purchaser has expressed his/her/their desire to purchase a Flat /~~SHOP/ office/car parking~~ no. _____ on _____th floor, admeasuring an area of _____ sq.ft. i.e. _____ sq.mt. (hereinafter referred to as the said "**Flat/ SHOP/ office/ car parking**") in the proposed new building to be known as "Sai Krupa Mall and Tower", the tentative details whereof the Purchaser/s has been made aware thereof to the Purchaser, on the said Property, and as more particularly described in the Second Schedule hereunder written.
- AA. The Purchaser is fully and properly informed and is aware that the brochures, leaflets, handouts, presentations, advertisements, oral or written representations made by or on behalf of the Developer and any other such informative material provided by the Developer (hereinafter referred to as "**the informative material**") are for the sake of

convenience and for representation of concept and that the same is likely to be changed, modified, etc. from time to time and printed in different formats. The Purchaser is aware that such informative material shall not form part of this Agreement and that the informative material will cease to be of any consequences for all purposes whatsoever, on execution of this Agreement and that this Agreement, the terms and conditions hereof shall supersede all such informative material and contents thereof.

- BB. The Purchaser/s has full knowledge of the terms and conditions contained above and in the documents, reference whereof are recited herein. The Developer has made full disclosure to the Purchaser/s as per law. The Purchaser/s is aware of the fact that the development of the said Property is subject to change and/or modifications, as may be desired by the Developers. Having fully understood the said disclosure made by the Developer, the Purchaser/s is being allotted, 'the said Flat / shop/ office/ car parking' as more particularly described in the Second Schedule hereunder written for the consideration and on the terms and conditions herein contained.
- CC. They are entering into similar separate agreement/s with the several other persons and parties for the sale of flats/shops/ Garage/ parking spaces/stilt part/terrace/units etc. in the said Sai Krupa Mall and Tower. (Note: In recital Z and EE (specifically) we are mentioning the premises which is being sold under this Agreement)
- DD. The Developer has registered the project under the provisions of the Real Estate (Regulatory & Redevelopment) Act, 2016 (hereinafter referred to as the said "**RERA**") with the Real Estate Regulatory Authority at [Maha Rera] no. [P51800004827].
- EE. In view of Section 13 of the said RERA the Developer is required to execute a written agreement for sale of the said **Flat/ SHOP/ office/ car parking** with the Purchaser, being in fact these presents and also register this Agreement under the Registration Act, 1908.

FF. The Parties hereto desire to reduce in writing the terms and conditions of this agreement.

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

1. The recitals contained as above shall form the integral part of these presents.
2. The Developer shall construct the said building/s consisting of [Two] basement and ground/ stilt/ [-] podiums and [20] upper floors on the said Property in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
3. The Purchaser hereby agrees to purchase/acquire from the Developer and the Developer hereby agrees to sell to purchaser, the Flat No. 1304 on the 13th floor in the building to be known as Sai Krupa Mall and Tower, admeasuring carpet area of _____ sq.ft. Equivalent _____ sq. mtrs. as shown by red colour in the Typical Floor Plan hereto annexed and marked at Annexure- “K” (hereinafter referred to as the said “**Flat**”) and as more particularly described in the Second Schedule hereunder written at or for a total consideration of Rs. _____/- (Rupees _____ Only) (hereinafter referred to as the “**Flat Consideration**”) and subject to terms and condition hereinafter mentioned.
4. The Purchaser hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser garage bearing no. [-] situated at [Ground Level in car parking] basement and/ or stilt and/ or [-] podium (hereinafter referred to as the said “**Garage**”) being constructed in the layout for the consideration of Rs. [-/-] (hereinafter referred to as “**Garage Consideration**”) (the said Flat and the said Garage are hereinafter referred to as the said “**Premises**”)

5. The Total Consideration for the said Premises is thus [Rs. /-]
(hereinafter referred to as “**Total Consideration**”)
6. The Total Consideration is to be paid in the following manner:-
- (i) The Purchaser has paid on or before the execution of this Agreement a sum of Rs. [] (Rupees Only) (not exceeding 10% of the Total Consideration) as advance payment or application fee.
 - (ii) Amount of Rs. [] (Rupees Only) (not exceeding 30% of the Total Consideration) to be paid to the Developer after the execution of this Agreement.
 - (iii) Amount of Rs. [] (Rupees Only) (not exceeding 45% of the Total Consideration) to be paid to the Developer on completion of the plinth of the building or wing in which the said Premises is situated.
 - (iv) Amount of Rs. [9,88,750] (Rupees Nine Lakh Eighty Eight Thousand Seven Hundred Fifty Only) (not exceeding 70% of the Total Consideration) to be paid to the Developer on completion of the slabs including podiums and stilts of the building or wing in which the said Premises is located.
 - (v) Amount of Rs. [] (Rupees Only) (not exceeding 75% of the Total Consideration) to be paid to the Developer on completion of the walls, internal plaster, floorings, doors and windows of the said apartment in which the said Premises is located.
 - (vi) Amount of Rs. [] (Rupees Only) (not

exceeding 80% of the Total Consideration) to be paid to the Developer on completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said apartment in which the said Premises is located.

(vii) Amount of Rs. [] (Rupees Fifty Only) (not exceeding 85% of the Total Consideration) to be paid to the Developer on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said Premises is located.

(viii) Amount of Rs. [] (Rupees Only) (not exceeding 95% of the Total Consideration) to be paid to the Developer on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environmental requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement for Sale of the building or wing in which the said Premises is located.

(ix) Amount of Rs. [] (Rupees Only) against and at the time of handing over of the possession of the said Premises to the Purchaser/s on or after the receipt of occupancy certificate or completion certificate.

7. It is clarified that the aforesaid Total Consideration does not include taxes i.e. excludes GST or CGST or any other taxes which may be levied in connection with the construction of and carrying out the project, payable up to the date of handing over of the possession of the said Premises and the same shall be payable by the Purchaser only.

8. It is further clarified that the Total Consideration is escalation free, save and except escalations/ increases due to increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the

competent authority/ local bodies/ government from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost or levies imposed by the competent authorities etc. they shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s which shall only be applicable on subsequent payments.

9. The Purchaser/s authorizes the Developer to adjust/ appropriate all payments made by him/her/ them under any head(s) of dues against lawful outstanding, if any, in his/ her/ their name as the Developer may in its sole discretion deem fit and the Purchaser undertakes not to object/ demand/ direct the Developer to adjust his/her/ their payments in any manner.
10. The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Purchaser/s and obtain from the concerned local authority occupation and/or completion certificates in respect of the said Sai Krupa Mall and Tower.
11. The Developer hereby declares that the Floor Space Index (hereinafter referred to as “**FSI**”) available as on date in respect of the said Property is of 5205.863 sq. mtrs. only and the Developer has planned to utilize FSI of [6583.04] by availing TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectations of increased FSI, which may be available in future on modification to the Development Control Regulations, which are applicable to the said Property. The Developer has disclosed the FSI of [2735.100] as proposed to be utilized by it on the said Property and the

Purchaser/s has agreed to purchase the said Premises based on the proposed construction and sale of apartments to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Developer only.

12. The Developer shall give possession of the said Premises to the Purchaser/s on or before _____ If the Developer fails or neglects to give possession of the said Premises to the Purchaser/s on account of reasons beyond its control and of his agent by the aforesaid date then the Developer shall be liable to refund to the Purchaser/s the amounts already received by it in respect of the said Premises. Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of the said Premises on the aforesaid date, if the completion of building in which the said Premises is situated is delayed due to:—

- (a) reasons beyond the control of the Developer as provided under Section 8 of the said Act;
- (b) non-availability of steel and/or cement or any such building material or by reason of war, civil commotion or any act of God or any prohibitory order of any court against development of property; or
- (c) any notice, order, rule, notification of the Government and/or other public or competent authority; or
- (d) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or
- (e) delay in grant of any NOC/permission/licence/connection for installation of any services, such as lifts, electricity and water connections and meters to the project/flat/road or completion certificate from appropriate authority.

13. The Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser/sas per this Agreement shall offer in writing the possession of the said Premises, to the Purchaser/s in terms of this Agreement to be taken within 3 months (three months) from the date of issue of such notice and the Developer shall give possession of the said Premises to the Purchaser/s. The Developer agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser/s agree(s) to pay maintenance charges as determined by the Developer or to association of purchasers, as the case may be. The Developer shall offer the possession to the Purchaser/s in writing within 7 days of receiving the occupancy certificate of the project.
14. If within a period of five years from the date of handing over the possession of the said Premises to the Purchaser/s, the Purchaser/s brings to the notice of the said Developer any defect in the said Flat/ Shop or the building in which the said Flat/ Shop is situated or the material used therein or any unauthorized change in the construction of the said building, then, wherever possible such defects or unauthorized changes shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Developer reasonable compensation for such defect or change, as provided under law.
15. The Purchaser/s shall use the said Premises or any part thereof or permit the same to be used only for purpose of residence or commercial. The Purchaser/s shall use the garage or parking space only for keeping or parking vehicle.
16. The Purchaser/s along with other purchaser/s of apartments in the said building shall join in forming and registering the Society or Association or a limited company (as per the SRA norms) to be known by such name

“Sai Krupa Mall and Tower” or as the Developer may decide and for this purpose also from time to time sign and execute the application for registration and/ or membership and other papers and documents necessary for the formation and registration of the society or association or limited company and for becoming a member, including adoption of the bye-laws of the proposed society and duly fill in, sign and return them to the Developer within seven days of the same being forwarded by the Developer to the Purchaser/s, so as to enable the Developer to register the common organization of the purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modification are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the Registrar of Co-operative societies or the Registrar of Companies, as the case may be, or any other competent authority.

17. Within 15 days after notice in writing is given by the Developer to the Purchaser/s that the Premises is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (*i.e.* in proportion to the carpet area of the Premises) of outgoings in respect of the said Premises and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property and building. Until the Society or Limited Company or Association of persons is formed and the said Property and/or the building/s are transferred to it, the Purchaser/s shall pay to the Developer such proportionate share of outgoings as may be determined. The Purchaser/s further agree/s that till the Purchaser/s' share is so determined, the Purchaser/s shall pay to the Developer the provisional monthly lump sum contribution of Rs. _____ per month towards the said outgoings. The amounts so paid by the Purchaser/s to the Developer shall not carry any interest and remain with the Developer until the conveyance of the Property and or building thereon is executed in favour of the society and/ or limited company and/ or Association of person, as aforesaid. On

execution of such conveyance/ assignment/ lease of the said Property, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Developer to the Society or the Limited Company, as the case may be.

18. The Purchaser/s shall on or before delivery of possession of the said Premises keep deposited with the Developer the following amounts:—
 - (i) Rs. 800/- (Rupees Eight Hundred only) for share money, application and entrance fee of the Society or Limited Company/ federation/ apex body.
 - (ii) Rs. 5000/- (Rupees Five Thousand only) for formation and registration of the Society or Limited Company/ federation/ apex body.
 - (iii) Rs. 20,000/- (Rupees Twenty Thousand only) for deposit towards electric meter cable, water connection, pipe gas connection, and other utility and services.
 - (iv) Rs. /- (Rupees only) for proportionate share of taxes and other charges/ levies in respect of the Society or limited company/ federation/ apex body.
 - (v) Rs. /- (Rupees only) for deposit towards provisional monthly contribution towards outgoings of the society or limited company/ federation/ apex body.
 - (vi) Rs. 10,000/- (Rupees Ten Thousand only) for deposits of electrical receiving and sub station provided in Layout.
19. The Developer shall, within three months of registration of the society or association or limited company, as aforesaid, cause to be transferred to the society or association of limited company all the right, title and

interest of the Vendor/ Developer and /or the owners in the said structure of the building or wing in which the said Premises is situated.

20. The Purchaser/s shall pay to the Developer a sum of Rs. [/-] (Rupees Twenty Thousand Only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-law/ Advocates of the Developer in connection with the formation of the Society/ limited company or federation or apex body and for preparing its rules, regulations and bye- laws and the cost of preparing and engrossing the conveyance or assignment of lease.
21. The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or a Company or association or towards the out goings, legal charges and other expenses and shall utilize the amounts only for the purposes for which they have been received.
22. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Property or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/ them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Developer until the said building or the Property is transferred to the society/ limited company/ or other body and until the said Property is transferred to the apex body/ federation as hereinbefore provided.
23. The Developer shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any

reduction in the carpet area beyond the defined limit then the Developer shall refund the excess money paid by the Purchaser/s within 45 days. If there is increase in the carpet area allotted to the Purchaser/s, the Developer shall demand the additional amount from the Purchaser/s as per the next milestone of the payment stage. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 6 of this Agreement.

24. That under the provisions of Regulation 33(10), the Sale Plots will be leased in favour of the Society (Federal Society) of the Sale Building which will be done after completion of the entire project and after the said sub-plots are given separate numbers. (Note: This depends upon the authority and the land is government land hence it will be lease only)
25. The Purchaser/s himself/herself/themselves with intention to bind himself/herself/themselves and all persons into whomsoever hands the said premises come and his/her/their successors-in-title doth hereby covenant/s with Developers as follows;
 - (a) To maintain the said Premises at the Purchaser/s' own cost in good and tenantable repair and condition from the date of possession of the said Premises is taken by him/them and shall not do or allow or suffer to be done anything in or to the staircase or any passage or compound wall of the building or any part of the building in which the said Premises is situated which may be against the rules, regulations, or bye-laws of the concerned local or any other authority or change, alter or make addition in and or to the buildings in which the said Premises is situated, without the consent of the local authorities, if required.
 - (b) Not to store in the said Premises 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 storing of which goods is objected to by the concerned

local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passage or lift or any other structure of the buildings in which the said Premises is situated including entrances of the building and in case of any damage caused to the building on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable to pay or make good the damage incurred or caused due to the default of the Purchaser/s whatsoever and shall be liable for the consequences of the breach.

- (c) To carry out at his/her/their own cost, all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which they were delivered by the Developer to the Purchaser/s and in tenantable repair and shall not do or allow or suffer to be done anything in the said Premises or to the building in which the said Premises are situate, or carry out the repairs and changes in the said Premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority which may endanger the said Premises above or below the said Premises. In the event of the Purchaser/s committing any act in contravention of the above provisions the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or public authority.
- (d) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof nor any alteration in the elevation, and outside colour scheme of building in which the said Premises are situated and shall keep the portion, sewers, drains, pipes in the said Premises and appurtenances thereto in good and tenantable repair and conditions so as to support, shelter and protect other parts of the building in which the said Premises are situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC, pardis or other

structural changes in the said Premises without prior written permission of the Developer and/or society or the limited company or the local authority as the case may be.

- (e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property and the building in which the said Premises is situated.
- (f) Pay to the Developer within 15 days of demand by the Developer, his/ her/their share of security deposit as demanded by the concerned local authorities or Government for giving water, electricity or any other service connection to the building in which the said Premises are situate.
- (g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authorities on account of change of user of the said Premises by the Purchaser/s for any purposes other than for purpose for which it is sold.
- (h) The Purchaser/s shall not let, sub-let, transfer, assign or part with his/ her/ their interest or benefit factor of this Agreement or part with the possession of the said Premises or any part thereof until all the dues payable by the Purchaser/s to the Developer under this Agreement is fully paid up.
- (i) Till a conveyance of the society or deed of lease of the Said Property under the building in which the said Premises is situated is executed, by SRA the Purchaser/s shall permit the Developer and its surveyors and agents with or without workmen and others at all reasonable times, to enter in to and upon the said Property and building or any part thereof to view and examine the state and conditions thereof or to repair and remove any disrepair.

- (j) The Purchaser/s shall observe and perform all the rules and regulations which the society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building and the Premises therein and for the observance and performance of the building rules and regulations and bye-laws for the time being of the concerned local authorities and Government and other public bodies. The Purchaser/s shall also observe all the stipulations and conditions laid down by the society regarding the occupation and use of the said Premises in the building and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings payable by him in accordance with the terms of this Agreement.
 - (k) Till a conveyance of the said Property on which the building in which the apartment is situated in favor of the society, apex body or federation, the Purchaser shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property or any part thereof to view and examine the state and condition thereof..
26. At the time of registration of conveyance or lease of the structure of the building or wing of the building, the Purchaser shall pay to the Developer, the Purchaser shall pay its share of stamp duty and registration charges payable, the said Society or limited company on such conveyance or lease or any document or instrument of transfer in respect of the said Premises. At the time of registration of conveyance or lease of the said Property, the Purchaser shall pay to the Developer, the Purchaser's share of the stamp duty and registration charges payable by the said society, apex body or federation on such conveyance⁴ or lease or any other document or instrument of transfer in respect of the said Premises to be executed in favor of the society, apex body or federation.
27. The Developer hereby represents and warrants that:
- (a) The Developer has clear and marketable title with respect to the

said project land as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the said Property and also has actual, physical and legal possession of the said Property for the implementation of the said project.

(b) The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the said Property and shall obtain requisite approvals from time to time to complete the development of the said Property.

(c) There are no encumbrances upon the said Property except those disclosed in the title report.

(d) There are no litigations pending before any Court of law with respect to the said Project except those disclosed in the title report.

(e) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Premises to the Purchaser(s) in the manner contemplated in this Agreement.

(f) no notice from the government or any other local body or authority or any legislature, enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received or served upon the Developer in respect of the said Developer except those disclosed in the title report.

28. After the Developer executes this Agreement, the Developer shall not mortgage or create charge on the said Premises.

29. Any delay tolerated or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Developer shall not be construed as a waiver or acquiescence on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the

Purchaser/s and shall not in any manner prejudice the rights of the Developer.

30. All notices to be served on the Purchaser/s and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to first Purchaser (in case of joint Purchasers) the Purchaser/s by the Registered Post A.D or notified E-mail ID (if any) at his/her/their addresses specified below.

Name of the Purchaser:

MR.

Notified E-mail Id:

Developer: M/s Sunil Constructions

Notified E-mail Id: arjunwaghmare@yahoo.com

It shall be the duty of the respective Party to inform each other of any change in the address subsequent to the execution of this Agreement in the above address by registered post A/D failing which communications and letters posted at the above address shall be deemed to have been received by that respective Party.

31. All out of pocket costs, charges and expenses including the stamp duty, registration charges of and incidental to this Agreement, shall be borne and paid by the Purchaser/s.
32. Forwarding this Agreement to the Purchaser/s by the Developer does not create a binding obligation on the part of the Developer or the Purchaser/s, firstly, the Purchaser/s signs and deliver this Agreement with all the schedules along with the payments due as stipulated payment terms within 30 days from the date of receipt by the Purchaser/s and

secondly, appears for registration of the same before the concerned sub-registrar as and when intimated by the Developer. If the Purchaser/s fails to execute and deliver to the Developer this Agreement within 30 days from the date of receipt by the Developer and/ or appear before the sub-registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

33. This Agreement alongwith schedules and annexures constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises.
34. The Parties have understood all the provisions and their respective obligations in respect of the said Premises under this Agreement.
35. This Agreement may only be amended through written consent of all the Parties.
36. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Purchasers of the said Premises, in case of transfer, as the said obligations go along with the said Premises for all intents and purposes.
37. Both the Parties shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably

required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transactions.

38. The charges towards the stamp duty and registration of this Agreement shall be borne by the Purchaser(s).
39. Any dispute between the Parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the competent authority as per the provisions of RERA and rules and regulations made thereunder.
40. If any provision of this Agreement shall be determined to be void or unenforceable under RERA or the rules and regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the rules and regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
41. That the rights and obligations of the Parties under and arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts of Mumbai will have the jurisdiction of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO
(being the description of the said Property)

ALL THAT pieces or parcels of land or ground totally admeasuring 5,722.20 square metres or thereabouts and bearing Survey No.271 and 272(part) corresponding to City Survey Nos.815, 816, 817, 818, 818/ 1 & 2, 819, 819/I to 6, 820, 821, 822, 823, 824 & 825 of Village Dahisar, Taluka Borivli, Mumbai Suburban District and otherwise known as Sonya Budhya Compound at L.T. Road, Opp. Dahisar Railway Station, Dahisar (West), Mumbai 400 068 and in the Registration District of Mumbai Suburban and Registration Sub-District of Borivali and within the limits of the Municipal Corporation of Greater Mumbai and bounded as under.

On the East: by L. T .Road & Dahisar Railway Station

On the West: by C.T.S. No.814

On the North: by C.T.S. Nos.812 & 813

On the South: by C.T.S. Nos.826, 827 & 828

THE SECOND SCHEDULE ABOVE REFERRED TO
(Being the description of the said Flat/ Shop/ Car Parking)

1. [] (Flat/ ~~Shop~~) on th Floor.
2. The Car parking no. On Ground Level in car parking area.

Annexure- A- Main Map

Sale Plot 'A' - blue color boundary
Sale Plot 'A-1' - yellow color boundary
Slum Plot 'B' - green colour boundary lines
Retail Market Plot 'C' - blue colour boundary
Internal Road Plot 'D' - washed burnt sienna
Set-back Road 'E' - washed burnt sienna

Annexure“B”

letter of intent bearing No. SRA/ENG/ 315/RN/ML/LOI dated 10th February,
2003

Annexure“B-1”

Amended LOI dated 9th March, 2004

Annexure “C”

approval bearing No. SRA/Ch.E/933/RN/ML/AP dated 23rd May, 2003

Annexure “C- 1”

Amended IOA dated 19th March, 2004

Annexure “D”

commencement certificate dated 8th May, 2008

Annexure “E”

Letter bearing No. Asst. Comm./ Markets/1925/AEM dated 5th May, 2007

Annexure “F”

letter dated 30th May, 2008 bearing No. SRA/ENG/401/RN/ML/LAY

Annexure “G”

letter dated 18th September, 2008 bearing No. SRA/Eng/2126/RN/ML/AP

Annexure “G-1”

amended IOA dated 15th October, 2009

Annexure- “H”

commencement certificate dated 5th May, 2009

Annexure- “I”

Certificate of Title issued by Advocate Anantrao More

Annexure- “J”

Property Register Cards & City Survey Plan of the said Property

Annexure- “K”

Copy of the floor plan of the shops/offices/flats/stilt/ covered car parking spaces
agreed to be allotted to the Purchaser, duly approved by the MCGM

Annexure- “L”

List of amenities to be provided by the Developer in the said building known as
Sai Krupa Mall and Tower

IN WITNESS WHEREOF the Parties hereto have hereunto put their respective hands and the seal on the day and the year first herein above written.

SIGNED AND DELIVERED BY THE)
Within named the said **Developer**) Photo and sign across photo
M/S. SUNIL CONSTRUCTIONS,)
a Proprietary Concern its Proprietor)
Shri. Arjun Anant Waghmare,) By his constituted Attorney
In the presence of) Shri. _____

SIGNED AND DELIVERED By)
the within named Purchaser/s viz.) Photo and sign across photo

MR.)

in the presence of :)

RECEIPT

Received of and from the withinnamed Purchaser/s viz.

an amount of Rs. [] (Rupees Only)

being the part consideration towards theTotal Consideration by

cash/cheque/D.D./ bearing no. and dated drawn on

the Bank branch.

We say received

For M/s. Sunil Constructions