

AGREEMENT FOR SALE

This Agreement for Sale made and entered into at Mumbai this day of Two Thousand and Fourteen (2014)

BETWEEN

M/S. AVI HOUSING REALTORS, a registered partnership firm consisting of MR. PARESH VRAJLAL CHABHADIA, and MR. PRIYANK CHETAN CHABHADIA as the sole partners having office at Unit No. 2, Vadhani Industrial Estate, Opposite Shantiniketan Building, L.B.S. Marg, Ghatkopar (West), Mumbai 400086, PAN No: AASFA7447B hereinafter referred to as "THE DEVELOPERS " (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its partners for the time being of the said firm, the surviving partner, their respective heirs, executors, administrators and assigns) of the ONE PART

MR. _____ (PAN No: _____)
 aged about ____ years a Mumbai Indian inhabitant residing at

hereinafter called the “PURCHASER”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his / her / their heirs, executors, administrators and assigns) of the OTHER PART;

WHEREAS:

A. By virtue of registered Indenture dated 20th May, 1968 made between (1) Narottamdas Keshavlal Shah and others as the Vendors, M.S.Raman and C.B. Jangam as the Confirming Parties and State Bank of India Employees’ Navchitrakut Co-operative Housing Society Limited a society registered under the Maharashtra Co-operative Societies Act, 1960 bearing No.BOM/HSG/1550 of 1967 as the Purchasers and registered with the Sub-Registrar of Assurances on 24th May, 1968, the SOCIETY is seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land, ground, hereditaments and premises being land bearing City Survey No.5773 and Final Plot No. 222 of TPS III of village Ghatkopar, Taluka Kurla, Mumbai Suburban District admeasuring 2001 sq.yds. equivalent to 1673.10 sq.mtrs. or thereabouts hereunder (Hereinafter referred to as “THE SAID LAND” for the sake of brevity);

B. AND WHEREAS the society constructed two buildings at the said land known as Jayashree-Rajashree consisting of 30 residential flats, being the flats in occupation of 30 members of the society. The particulars of 30 members of society occupying their respective flats including name, area, floor, building, etc is annexed to Development Agreement referred hereinafter. For brevity sake the said land and two buildings viz. Jayashree-Rajashree standing thereon is hereinafter referred to as “the said property”. The said property is more particularly described in the First schedule hereinunder referred. The said two buildings are constructed with approval from concerned authorities in the year 1969 or thereabouts.

C. AND WHEREAS, by Deed of Partnership dated 21.12.2010 executed between MR. PARESH VRAJLAL CHABHADIA , MR. ASHOK RATILAL MIYANI (HUF) and MR. ANIL CHUNILAL BILAKHIA (HUF) and, partnership of M/S. AVI HOUSING REALTORS was constituted.

D. By a Development Agreement dated 12th May, 2011 made and entered into between the said society as the owner, all the members as confirming parties and the Developers herein as the Developers and registered with the Sub-Registrar of Assurances at Bandra-13 under No.BDR-13/04685 of 2011, the said Society did thereby appoint the Developers above named as the Developers to develop its said property more particularly described in the First Schedule hereunder written together with the Building/s thereon for consideration and on the terms and conditions contained therein;

E. Simultaneously, the said Society and all its members have also executed an Irrevocable Power of Attorney dated 8th June, 2011 in favour of the Developers for development of the said property and to do certain acts, deeds and things and to exercise the powers and authorities mentioned therein;

F. AND WHEREAS, by Deed of Admission, Retirement cum Partnership dated 2.1.2012, Ashok Ratilal Miyani (HUF) and Anil Chunilal Bilakhia (HUF) retired from, the partnership of M/S. AVI HOUSING REALTORS and they have been substituted by MR. ASHOK RATILAL MIYANI and Mr. ANIL CHUNILAL BILAKHIA in their independent capacity as partners with effect from 2.1.2012.

AND WHEREAS, there has been difference of opinion between Mr. Ashok Ratilal Miyani and Mr. Anil Chunilal Bilakhia and Mr. Paresh Vrajlal Chabhadia, partners of erstwhile partnership constituted under the Deed dated 2.1.2012, and the said dispute is resolved by filing Consent Terms before the Sole Arbitrator, Shri A.V. POTDAR, who was pleased to pass Award in terms of Consent Terms dated 16.12.2013. By the said Consent Terms and Consent Award, Mr. Priyank Chabhadia is admitted to the partnership of Developers, M/S. AVI HOUSING REALTORS, and Mr. Ashok Miyani and Mr. Anil

Bilakhia retired from the partnership firm upon the terms and conditions mentioned in the Consent Terms. The copy of the Consent Terms and the Consent Award is shown to the Purchaser.

AND WHEREAS, the aforesaid Developers being partners of M/S. AVI HOUSING REALTORS under Deed Of Partnership dated 16.12.2013, consist of Mr. PARESH V. CHABHADIA and Mr. PRIYANK C. CHABHADIA as partners and entitled to continue the said business of M/S. AVI HOUSING REALTORS upon the terms and conditions as set out in the aforesaid Consent Terms and Consent Award and thereby the Developers are entitled to complete the said development project.

AND WHEREAS, the said Development agreement dated 12.5.2011 is valid and subsisting.

G. The Property Register Card in respect of the said property stands in the name of the said Society, copy whereof are annexed hereto and marked as **ANNEXURE "A"**;

H. Accordingly the Developers have got the plans for the development of the said property sanctioned from the Brihanmumbai Mahanagarpalika on 8th August, 2011 under IOD, a copy of the IOD is hereto annexed and marked **Annexure "B"**:

I. The Developers have also applied for and obtained Commencement Certificate in respect of the said property being C.C. dated 06.10.2012 and a copy thereof is hereto annexed and marked **Annexure "C"**

J. AND WHEREAS, after execution of the Development agreement dated 12.5.2011, and after commencement of the redevelopment project, the Development Control Regulations were amended and the Developers are required to put up the Plans for utilization and/or consumption of Fungible FSI and accordingly the Developers are in the process of purchasing TDR and also entitled to avail the benefit of

Fungible FSI for rehab. and sale components in accordance with the policy of the Corporation.

AND WHEREAS, the society have by their letter dated 14.09.2012 addressed to Executive Engineer, Building Proposal, permitted the Developers to utilize the Fungible FSI in accordance with the provisions of the Development Control Regulations and the society and the developers have agreed to complete and comply with all formalities for utilizing of the Fungible FSI at the said property including execution of appropriate deeds, documents etc.

AND WHEREAS, the Developers have informed the Purchasers that Plans were approved on 08/08/2011 and amended on 26/09/2012 is required to be further amended for utilization to its maximum extent in accordance with the provisions of the DC Regulations including Fungible FSI and therefore the Developers have reserved to themselves the right to further amend the Plans for further development at the said property.

K. Smt.Rekha Shinde, Advocate & Solicitor has issued certificate of title dated 13th January , 2012 certifying the title of the said Property, a copy whereof is annexed hereto and marked as **ANNEXURE "D"**;

L. MR.KISHOR R. MEHTA OF M/S. MEHTA SAWANT, Consulting Civil & Structural Engineers have been appointed as the Structural Consultant for the said Redevelopment Project vide Letter of Appointment dated 17th July, 2012;

M. MRS.GEETA VELANKAR has been appointed as the Architect for the said Redevelopment Project by Letter of Appointment dated 8th June, 2011;

N. At the request of the Purchaser, the Developers have given inspection to the Purchaser, of all the documents including documents of title relating to the said property and Building Plans, designs and specifications prepared by the Architects of Developers

and other documents required under the provisions of the Maharashtra Ownership Flats Act, 1983 (MOFA) Act 1983 or and rules made there under and the Developers have supplied copies to the Purchaser of all such documents as mentioned in the said Act as per the rules made there under and as demanded by the Purchaser. The Purchaser has seen the Building Plans approved by the Corporation and the provisions for further development by utilizing Fungible and/or premium FSI and have satisfied themselves with the same and has undertake not to raise any query on the title in future.

O. It is agreed between the parties that if one or more of such flat(s) are not sold, taken, acquired by any person at the time of registration of the society then Developers shall be deemed to be owners of such unsold flat(s) and they shall be entitled to sell/ dispose off the same until the sale thereof by the Developers.

P. The Purchaser has with full knowledge of all terms and conditions and covenants contained in the papers, plans, orders, schemes and documents referred hereinabove has agreed to purchase and acquire from the Developers, the Flat No. _____ admeasuring _____ sq.mt. carpet (inclusive of Fungible area, and exclusive of elevation feature i.e. chajjas) on the ____th floor and stack car parking space No. _____ on podium (incidental to allotment of said flat), in the said Building "AVI'S RESIDENCY" and as shown on the enclosed Plan. For the sake of brevity and convenience the said Flat No. _____ and car parking space is hereinafter referred to as "said flat" and "said car parking" for and at a lumpsum price and upon and subject to the terms and conditions and covenants herein contained.

Q. Under Section 4 of the said Act, a written agreement for sale of premises is required to be executed with the purchaser and accordingly these presents is ascertained and also to register the said agreement under the Indian Registration Act, 1908.

R. The Developers have given inspection of the aforesaid documents as well as plans and other relevant details of the project to the Purchasers

S. Pursuant to the request of the Purchaser, the Developers have agreed to sell and purchaser have agreed to purchase Flat No. ____, admeasuring ____ square mt. carpet area (inclusive of Fungible area, and exclusive of elevation feature i.e. chajjas) situated on the 9th floor and stack car parking space No. ____ on podium (incidental to allotment of said flat), of the building known as 'AVI'S RESIDENCY' situated at the property particularly described in the First Schedule hereunder written at or for the consideration of Rs. ____/- (Rupees _____ only) payable in the manner mentioned hereinafter.

T. Pursuant to the request of the Purchaser, the Developers have agreed to execute these presents.

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

- 1) The Developers shall construct building/s with Flats /units on the said Property in accordance with the plans, designs and specifications approved by Brihanmumbai Mahanagarpalika or any other concerned authorities. The Developers shall be entitled to make such variation and modifications in the plans as the Developers may consider necessary and / or as may be required by the concerned authorities / Government, from time to time.
- 2) The Purchaser has prior to the execution of this Agreement satisfied himself / herself /itself / themselves about the title of the Developers to develop the said property and he/she / it / they shall not be entitled to further investigate the title of the Developers and raise any requisitions whatsoever.

- 3) The Purchaser hereby agrees to purchase from the Developers and the Developers hereby agrees to sell to the Purchaser Flat No. _____ admeasuring ____ sq.mt. carpet area (inclusive of Fungible area, and exclusive of elevation feature i.e. chajjas) on the ____th floor and stack car parking space no. _____ on podium (incidental to allotment of said flat) of the proposed building more particularly described in the second Schedule hereunder written (hereinafter referred to as the said property) in the said building to be known as “AVI’S RESIDENCY” being constructed on the said property (hereinafter referred to as “the said premises”) and as shown in the plan hereto annexed and marked as **“ANNEXURE “E”** at or for the price of Rs. _____/- (Rupees _____ only).
- 4) It is hereby mutually agreed upon by and between the parties hereto that the purchase price of Rs. _____/- (Rupees _____ only) shall be paid by the Purchaser to the Developers in the following manner:
- i) Rs. /- (Rupees only) being 20% on execution hereof;
 - ii) Rs. / = (Rupees only) being% on the casting of the first slab of the new building;
 - iii) Rs. / = (Rupees only) being% on the casting of the second slab of the new building;
 - iv) Rs. / = (Rupees only) being% on the casting of the third slab of the new building;
 - v) Rs. / = (Rupees only) being% on the casting of the fourth slab of the new building;
 - vi) Rs. / = (Rupees only) being% on the casting of the fifth slab of the new building;
 - vii) Rs. / = (Rupees only) being% on the

casting of the sixth slab of the new building;

viii) Rs...../= (Rupees only) being% on the casting of the seventh slab of the new building;

ix) Rs...../= (Rupees only) being% on the casting of the eighth slab of the new building;

x) Rs...../= (Rupees only) being% on the casting of the ninth slab of the new building;

xi) Rs...../= (Rupees only) being% on the casting of the tenth slab of the new building;

xii) Rs...../= (Rupees only) being% on the casting of the eleventh slab of the new building;

xiii) Rs...../= (Rupees only) being% on the casting of the twelfth slab of the new building;

xiv) Rs...../= (Rupees only) being% on the casting of the thirteenth slab of the new building;\

xv) Rs...../= (Rupees only) being% on the casting of the fourteenth slab of the new building;

xvi) Rs...../= (Rupees only) being% on the casting of the fifteenth slab of the new building;

xvii) Rs...../= (Rupees only) being% on the casting of the sixteenth slab of the new building;

5) Save as otherwise expressly set out herein, it is hereby expressly agreed by and between the parties that the time shall be essence of this Agreement for payment of installments as aforesaid.

6) The parties hereto hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned authorities at the

time of sanctioning the said plans or thereafter.

- 7) The Purchaser confirms that the Developers will be entitled to utilize any F.S.I. including benefit of Fungible or incentive FSI as permitted under D.C. Regulations and/or policy of the State Government or such other concerned authorities to its maximum extent which may be available on the said property. It is hereby agreed between the Developers and the Purchaser that in the event of the Developers receiving any additional F.S.I. and /or development rights in respect of the said property, the Developers shall be entitled to construct either additional floor or floors on the said building or any part thereof and in the aforesaid event the Developers shall be entitled to deal with, dispose off, alienate, encumber or transfer such additional area for such consideration to such party as the Developers may in their absolute discretion desire without reference or recourse or consent of the purchasers in any manner whatsoever and the Purchaser hereby agrees not to raise any dispute or raise any objection to the same.
- 8) Without prejudice to the other rights and remedies of the Developers under this Agreement and / or law, the Purchaser agrees to pay to the Developers interest at 12% per annum on all the amounts which become due and payable by the Purchaser to the Developers under terms of this Agreement from the due date till payment or realization thereof to the Developers. In the event of failure or neglect by the Purchaser to make the payments for three months after written notice by the developers, the Developers shall be entitled to terminate this Agreement and thereafter to refund the received amount to the Purchaser without interest. It is further clarified that upon such termination, the Developers shall be free to sell the said Premises to any third party without making any reference to the Purchaser and refund to the Purchaser the amount out of the proceeds from the sale of the said Premises after adjusting the Developers's claim on the Purchaser as mentioned under this Agreement.
- 9) The Developers shall in respect of any amount remaining unpaid

by the Purchaser under the terms and conditions of this Agreement shall have a first lien and charge on the said Premises agreed to be purchased by the Purchaser.

- 10) It is expressly agreed that the possession of the said Premises will be handed over by the Developers to the Purchaser on or before _____ provided the Developers have received full purchase price of the said Premises including interest on late payments and all other amount payable by the Purchaser to the Developers under these presents and provided the construction by the Developers is not delayed on account of non-availability of steel, cement and other building material, water or electric supply and / or on account of act of God, Civil Commotion, Riot, War or any notice, order, rules, notification of the Government and / or other public body and / or competent Authority which adversely affects the construction schedule of the Developers and if there is delay in issuance of occupation certificate and / or building completion certificate by BMC or any other reason and / or circumstances beyond control of Developers.
- 11) The Purchaser shall use the said Premises or any part thereof or permit the same to be used only for purpose as specified in the approved plan and no other use of any nature whatsoever shall be permitted. The Purchaser shall take possession of the said Premises within fifteen days of the Developers giving written notice to the Purchaser intimating that the said Premises is ready for use and occupation. Upon expiry of fifteen days of such notice, the Purchaser shall be liable to pay all taxes and outgoings in respect of the said Flat.
- 12) The Purchaser shall not use the said Premises for any purpose other than as set out in these presents nor use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other flats /units in the said building or for any illegal or immoral purpose
- 13) Upon receiving all payments hereunder, the Developers shall recommend the name of the Purchaser to the society for being

admitted as its members and the Purchaser shall sign all such applications, forms etc. as may be required and / or necessary under the bye-laws of the society for being admitted as member of the society and the Purchaser shall also be liable to pay all charges as is provided in the bye laws of the society.

- 14) Save and except the rights in common area with other Purchasers, the Purchaser shall not have any exclusive claim or right to or to the use of any open spaces, ramps, driveways, lifts, lobbies, staircase, commons fixtures, common entrance, common passage or refuge areas which will at all times remain the property of the society. It is hereby agreed, declared and understood by and between the Developers and the Purchaser that the open spaces, lobbies, staircases, lift wells, lift, common entrance, ramps, driveways, common passages, refuge area, terrace, etc. shall be for the common use and enjoyment of all the member of the society including the existing members of the society PROVIDED HOWEVER the Developers shall be entitled to sell pocket terraces attached to flats for exclusive use of such flat purchaser and the Purchaser herein has no objection to the same.
- 15) Commencing fifteen days after notice in writing is given by the Developers to the Purchaser that the said Premises is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said Property and buildings namely Local taxes, Service Tax, VAT, betterment charges or such other taxes levied by the concerned local authority, government charges, insurance, common light, repairs and salaries, bills of collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property and building.
- 16) The Purchaser shall on execution hereof pay to the Developers the following amounts:
 - i) Rs.25,000/= towards legal cost.
 - ii) Rs.250/= towards share money.
 - iii) Rs.100/= towards entrance fees.
 - iv) Rs.50,000/= towards advance maintenance for 6 months.

The Purchaser shall from the date of taking possession pay to the Developers provisional amount of maintenance as may be demanded by them from time to time till such time the society has accepted the Purchaser as member of the society and starts charging maintenance amount directly.

- 17) All the costs, charges and expenses including Stamp Duty and Registration charge of this Agreement shall be borne and paid by the Purchaser.
- 18) The purchaser/s shall not use the said premises for any other purpose other than for which it is sold and shall not use the car parking space for any other purpose and shall use the car parking space only for parking motor vehicles. The purchaser/s shall under no circumstances encroach the stilt / podium / car parking area and common area. It is specifically made clear that at no point of time there shall be any change of user on the premises sold by the Developers i.e. residential premises shall be used for residential purposes only.
- 19) The purchase shall maintain elevation of front/rear/back sides of the said premises, in the same form as the Developers construct and will not at any time alter such elevation. The Purchasers undertake not to change the outer side elevation of the building and put up safety grills at any time in future.
- 20) It is expressly agreed and provided that so long as it does not in any way affect or prejudice the rights herein granted in favor of the purchaser in respect of said Flat, the Developers shall be at liberty to sell, assign, mortgage, transfer or otherwise deal with or dispose of their right, title and interest in the other flats.
- 21) The Developers shall be fully and absolutely entitled to make variations in the lay out of the said larger property and the said vacant land and/or of the said property and/or the elevation of the building including relocation of open spaces /all structures

/Buildings /garden spaces or access of the building and get from the BMC revised permission/s sanctioned .The purchaser expressly consents to such variations.

- 22) If at any time prior to or even after execution of this presents, the FSI at present applicable / available to the said property is increased and/or if the method of consumption of FSI is changed or altered, all resulting benefits shall ensure for the benefit of the Developers ;and they shall be entitled to put further construction on the said premises and deal with and dispose the same on his account without any rebate to the Purchaser /Co-operative Society proposed to be formed
- 23) The Purchaser shall be bound by and shall obey the Bye-laws of the society and shall be bound by all the decisions taken by the General Body of the society from time to time.
- 24) Until formation of society or until the purchaser is admitted as member of the society, the Purchaser hereby covenants with the Developers as follows:
 - (a) To maintain at his / her / their own said Premises so as to keep it in good tenantable repair and conditions from the date of possession of the said Premises and shall not do or suffer to be done anything in or upon the building in which the said Premises is situated.
 - (b) Not to store in the said Premises any goods which are hazardous, combustible or dangerous or are too 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 the upper floors which may damage the staircase, common passages, entrances or any other structure of the building in which said Premises is situated and in case of any such damage is caused on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the

breach.

- (c) To carry at his / her / their own cost all internal repairs to the said Premises in the same condition, state and order in which it was delivered by the Developers to the Purchaser and shall not do or suffer to be done anything in or to the building/s which may be in contravention of the rules and regulations and bye-laws of the said Society or concerned local authority or other public authority and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable to the said Society and / or 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 whatsoever nature in or to the said Premises or any part thereof nor any alteration in the elevation and outside color scheme of the building in which the said Premises is situated and shall keep the portion, sewers, drains, pipes in the said Premises and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect the other parts of the building in which the said Premises is situated and shall not chisel or in any manner damage to columns, beams, walls, slabs or R.C.C. parts or other structural matter in the said Premises without the prior written permission of the Developers and / or the said Society.
- (e) Not to do or permit to be done any act which may render void or voidable any insurances of the said Property and the building or any part thereof in which the said premises is situated or whereby any increased premium shall become payable in respect of the insurance.
- (f) 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.

- (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 authority on account of internal changes or change of user of the said Premises by the Purchaser viz.user for any purpose other than for the purpose the same was allotted.
 - (h) The Purchaser shall not let, sublet, transfer, assign or part with his / her / their interest under or benefits of this Agreement or part with the possession of the said Premises until all the dues payable by the Purchaser to the Developers under this Agreement are fully paid and unless the purchaser obtains written permission from the Developers until the purchaser is admitted as member of the society..
 - (i) The Purchaser shall observe and perform all the rules and regulations which the said Society may adopt and the additions, alterations or amendments thereof that may be made, from time to time for protection and maintenance of the said building and the said flats therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all, the stipulations and conditions laid down by the said Society regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;
- 25) The Purchaser shall permit the Developers and the surveyors and agents and other persons, with or without workmen at all reasonable time to enter into and upon the said property and buildings or any part thereof to view and examine the state and

condition thereof;

- 26) Nothing contained in this Agreement is intended to be nor shall it be construed as a grant, demise or assignment in law of the said Premises hereby agreed to be sold to him / her / their and all spaces, parking spaces, offices, staircase, terraces, recreation spaces, etc. will remain the Property of the said Society.
- 27) Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Developers shall not be construed as a waiver on the part of the Developers of any breach or non-compliance of any of the terms and condition of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Developers.
- 28) It is mutually agreed that the Purchaser shall present this Agreement at the registration office of the Sub-Registrar of Assurances at Mumbai within the time limit prescribed by the Indian Registration Act and the Developers will upon receiving intimation along with copy of the lodging receipt attend such office and admit execution thereon. If the Purchaser fails to lodge this Agreement, the Developers shall not be responsible for consequences thereof.
- 29) The Purchaser hereby agrees to execute such other papers and documents as may be necessary for other purpose of giving effect to these presents.
- 30) The provisions of this Agreement have been read and fully understood by the Purchaser hereto.
- 31) All taxes, direct or indirect, MVAT, Service Tax, Statutory impositions, TDS, etc. chargeable on this transaction shall be borne and paid by the Purchaser. If by reason of any amendment to the constitution or enactment or amendment of any other law, Central or State, this transaction is held to be

eligible to tax as a sale or as a service or otherwise, either as a whole or in part, any inputs or materials or equipments used or supplied in execution of or in connection with this transaction are eligible to tax, the same shall be payable by the Purchaser along with other purchasers on demand at all times.

- 32) It is further clarified that the society is the owner of the property described in the First Schedule hereunder written upon the payment of the entire consideration and upon compliance with all requisitions of the society, purchasers will be admitted as members of the society. The property described in the Schedule hereunder written is owned by the society and at the request of the Developers, the society shall admit the purchasers as members of the society. In view thereof, no conveyance is required to be executed.
- 33) The Developers shall enter into separate agreements with purchasers of different premises i.e. Flat , in the said building on the terms and conditions agreed between them and the benefits of this and such other agreements shall ensure for the benefits of all premises purchasers in the said building and shall be available for enforcement not only against the respective purchasers but all premises acquired in the said building and the provisions of such agreements shall bind to the extent applicable to the transferee / s of premises from the Original Purchaser also.
- 34) All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser either by Registered Post A.D. or Under Certificate of Posting at his / her / their address specified below :

6, Vishwa Jyot, 109 Tilak Road
Opp. Balaji Temple, Ghatkopar (East),
Mumbai-400 077

- 35) This Agreement shall always be subject to the provisions

contained in the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sales, Management and Transfer) Act, 1970 or that of Maharashtra Apartment Ownership Act, 1970 and any amendment and modification thereof as the case may be, with the rules, regulations and byelaws framed thereunder.

IN WITNESS WHEREOF the parties hereto have hereunto and duplicate hereof set and subscribed their respective hands and seal the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:-

(Description of the property)

Land bearing Final Plot No.222 of TPS-III, C.T.S. No.5773 of Village Ghatkopar Kiroli, Taluka Kurla, Mumbai Suburban District admeasuring 2001 sq yds. equivalent to 1673.10 sq mts situated at R.N. Narkar Marg, Ghatkopar (East), Mumbai-400 077 and bounded as follows:

On or towards the North by	:	Plot No.221
On or towards the South by	:	Plot No. 223
On or towards the East by	:	R.N. Narkar Marg
On or towards the West by	:	Plot No. 214,215,216

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the said Flat)

Flat No. _____ on the ____th floor admeasuring _____ sq.mt. carpet area (inclusive of Fungible area, and exclusive of elevation feature i.e. chajjas) and stack car parking space No. _____ on podium, in the said building being constructed on the said Property described in the First Schedule hereinabove and to be known as "AVI'S RESIDENCY" marked by boundary in black colour in the floor plan annexed and marked as Annexure "E " hereto.

<p>SIGNED SEALED AND DELIVERED</p> <p>By the within named</p> <p>DEVELOPERS (1) MR.PARESH</p> <p>VRAJLAL CHABHADIA, carrying</p> <p>on business in Partnership firm in</p> <p>the name and style of M/S. AVI</p> <p>HOUSING REALTORS In the</p> <p>presence of</p> <p>1.</p> <p>2.</p>		
<p>SIGNED AND DELIVERED</p> <p>By the within named</p> <p>PURCHASER/S</p> <p>(1) _____</p> <p>In the presence of</p> <p>1.</p> <p>2.</p>		