

AGREEMENT FOR SALE

THIS AGREEMENT made and entered into at Mumbai this _____ day of _____ **Two Thousand Seventeen** made between **ADVENT DEVELOPERS PRIVATE LIMITED**, a company incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office **CTS NO. 6, RAMBAUG ESTATE, OFF. S V ROAD, BEHIND STATE BANK OF INDIA, MALAD (WEST), MUMBAI-400064** here in after referred to as "**DEVELOPERS**" (which expression shall unless it be repugnant to be context or meaning thereof be deemed to mean and include its administrators, successors and assigns) of the **ONE PART**;

_____, of Mumbai Indian Inhabitant/s, / a company incorporated under the Indian Companies Act, 1956 having his/ her/ their / their registered office /address at _____

_____ hereinafter referred as "**THE PURCHASER/S**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors and administrators and permitted assigns / which expression shall unless to the repugnant to the context or meaning thereof shall be deemed to mean and include its administrators, successors and assigns) of the **OTHER PART**;

WHEREAS:

- A. By a Deed of Conveyance dated 4th September, 1981 made between Maharaj Kumar Digvijaysinghji Dilipsinghji (therein referred to as "the Vendor") of the One Part, and Chemo Age Industries (therein referred to as "the Purchasers") of the Other Part. The Vendor therein sold all that piece or parcel of land bearing Survey No.3 (part), CTS No.6 admeasuring about 1975 square meters i.e. 2362.4 sq. yds. of Village Chincholi, Taluka Borivali, Mumbai Suburban District (hereinafter

referred to as “**the said Property**”) and more particularly described in the First Schedule hereunder to the Purchasers therein for the consideration and upon the terms and conditions mentioned therein. The said Deed of Conveyance is registered with the sub-registrar of Assurances at Mumbai, under Serial No. BOM/S/2580/1981.

- B. By a Deed of Conveyance dated 5th May, 2014 made between M/s. Chemo Age Industries (therein referred to as “the Vendors”) of the One Part, and Advent Developers Private Limited (therein referred to as “the Purchasers” and herein referred to as the “Developers”) of the Other Part. The Vendors therein sold the Property to the Developers herein for the consideration and upon the terms and conditions mentioned therein. The said Deed of Conveyance is registered with the sub-registrar of Assurances at Mumbai under Serial No. BRL9/3251/2014 on 5th May, 2014.
- C. In the circumstances aforesaid, the Developers are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Property.
- D. The Developers have got the plans for redeveloping the said Property sanctioned from the Municipal Corporation of Greater Bombay ("MCGM") and other concerned authorities and have obtained IOD/Commencement Certificate from the MCGM, Planning Authority, in respect of the building known as “Advent Palazzo” (hereinafter referred to as the “Building”)copies whereof are hereto annexed and marked as Annexure ‘A’ collectively. The said Building comprises of stilt, first, second and third podium and 18 (Eighteen) or upper floors as may be permitted by concerned authority.
- E. The Developers, pursuant to the plans sanctioned by the MCGM and other concerned authorities, are desirous of constructing the said Building on the said Property as per the sanctioned plans;
- F. MLS Vani & Associates, Advocates and Solicitors for the Developers have investigated the title of the Developers to the said Property and have issued their

Title Certificate dated 10th September, 2014, a copy whereof is hereto annexed and marked as Annexure 'B';

- G. The Purchasers has/have, in pursuance of the said Title Certificate issued by the Advocates and Solicitors of the Developers, accepted the title of the Developers to the said Property as clear and marketable and has/have agreed not to raise any objection hereafter;
- H. The Developers have entered into a standard Agreement with the Architect Mr. Ashish Solanki and the Agreement is registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architect;
- I. The Developers have appointed Structural Engineer Mr. Kailash Anwala for the preparation of structural designs and drawings of the building and the Developers have accepted the professional supervision of the Architects and Structural Engineers till the completion of the building;
- J. The Purchaser/s has/have demanded from the Developers and the Developers have given inspection to the Purchasers of all documents of title relating to the said Property, plans, designs, specifications and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of constructions, Sale Management and Transfer) Act, 1963 and the rules made there under;
- K. Copies of the Record of Rights/Extract of Property Card are hereto annexed and marked as Annexure 'C';
- L. The Developers have informed the Purchaser/s that they have entered into/ are entering into / will be entering into similar separate agreements with the several other persons and parties for the sale of flats in the said Building known as "Advent Palazzo".
- M. The Purchaser has applied to the Developers for allotment to the Purchaser of a Property with Parking Space in the Building known as "**Advent Palazzo**" to be

constructed on the said Property described in the First Schedule hereunder written;

- N. The Purchaser in view of the said allotment has requested the Developers herein to enter into this Agreement agreeing to sell to the Purchaser the said **Flat** no. _____ on the _____ **floor**, admeasuring _____ sq. mtrs carpet area along with One Car Parking Space in the building known as "**Advent Palazzo**" at the price and on the terms and conditions hereinafter contained;
- O. Prior to the execution of these presents the Purchaser has paid to the Developers herein, a sum of **Rs. _____ (Rupees _____ only)** as an Earnest Money (the payment and receipt whereof the Owners/Developers doth hereby admit and acknowledge) towards the sale price of the Property agreed to be sold to the Purchaser and the Purchaser has agreed to pay to the Developers balance of the Sale price in the manner hereinafter appearing;
- P. Under Section 4 of the Maharashtra Ownership Flat Act, 1963, the Developers are required to execute a Written Agreement for Sale of the said Flat to the Purchaser/s, being in fact these presents and also to register the said Agreement under the Registration Act.
- Q. The parties hereto are desirous of recording the said terms and conditions:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

1. The Developers shall, under the normal conditions and subject to the availability of the required building materials construct and complete the said building as per the said plans, designs, and specifications seen and approved by the said Purchaser, with such variations and modifications as the Developers may consider necessary or may be required by any public authority to be made in them. So long as the area of the said Property (agreed to be acquired by the Purchaser from the Developers) is not altered, the Developers shall be at liberty (and are hereby permitted) to make variations in the layout/elevations of the Property and/or of the building including

relocating the open spaces/all structures/buildings/garden spaces and/or varying the location of the access to the said building as the exigencies of the situation and the circumstances of the case may require. The Purchaser hereby expressly consents to such variations as if the said variations had been incorporated in the approved plans.

2. The Purchaser hereby agrees to purchase from the Developers and the Developers hereby agree to sell to the Purchaser as per Second Schedule hereunder written, a flat bearing **Flat No.** _____ on the _____ **floor** of carpet area admeasuring _____ **sq.mtrs.** equivalent to _____ **sq.ft.** along with _____ Car Parking Space as shown in the plan thereof, copy whereof is hereto annexed and marked as Annexure "D" of the said Building "**Advent Palazzo**" (hereinafter the Flat and Car Parking Space are collectively referred to as "the said Premises") for the consideration of **Rs.** _____ **Rupees** _____ **only**)

3. The Purchaser hereby agrees to pay to the Developers, the amount of the purchase price of **Rs.** _____ **Rupees** _____ **only**) in the following manner:
 - (a) By paying **Rs.** _____ **(Rupees** _____ **only)** as Earnest Money or Deposit on or before the execution of this Agreement;

 - (b) (i) **Rs.** _____ **(Rupees** _____ **only)** being 10.00% of the total consideration, within 7 days from the date of intimation about the completion of the plinth of the said Building being constructed;

 - (ii) **Rs.** _____ **(Rupees** _____ **only)** being 4.00% of the total consideration, within 7 days from the date of intimation about the completion of the slab of the First level of the Podium of the said Building being cast;

 - (iii) **Rs.** _____ **(Rupees** _____ **only)** being 4.00% of the total consideration, within 7 days from the

date of intimation about the completion of the slab of the Second level of the Podium of the said Building being cast;

- (iv) **Rs. _____ (Rupees _____ only)** being 4.00% of the total consideration, within 7 days from the date of intimation about the completion of the slab of the Third level of the Podium of the said Building being cast;
- (v) **Rs. _____ (Rupees _____ only)** being 4.00% of the total consideration, within 7 days from the date of Fourth slab of the said Building being cast;
- (vi) **Rs. _____ (Rupees _____ only)** being 4.00% of the total consideration, within 7 days from the date of intimation about the completion of the Fifth slab of the said Building being cast;
- (vii) **Rs. _____ (Rupees _____ only)** being 4.00% of the total consideration, within 7 days from the date of intimation about the completion of the Sixth slab of the said Building being cast;
- (viii) **Rs. _____ (Rupees _____ only)** being 4.00% of the total consideration, within 7 days from the date of intimation about the completion of the Seventh slab of the said Building being cast;
- (ix) **Rs. _____ (Rupees _____ only)** being 3.50% of the total consideration, within 7 days from the date of intimation about the completion of the Eighth slab of the said Building being cast;
- (x) **Rs. _____ (Rupees _____ only)** being 3.50% of the total consideration, within 7 days from the date of intimation about the completion of the Ninth slab of the said Building being cast;

- (xi) **Rs.** _____ **(Rupees** _____ **only)** being 3.50% of the total consideration, within 7 days from the date of intimation about the completion of the Tenth slab of the said Building being cast;
- (xii) **Rs.** _____ **(Rupees** _____ **only)** being 3.50% of the total consideration, within 7 days from the date of intimation about the completion of the Eleventh slab of the said Building being cast;
- (xiii) **Rs.** _____ **(Rupees** _____ **only)** being 3.50% of the total consideration, within 7 days from the date of intimation about the completion of the Twelfth slab of the said Building being cast;
- (xiv) **Rs.** _____ **(Rupees** _____ **only)** being 3.50% of the total consideration, within 7 days from the date of intimation about the completion of the Thirteenth slab of the said Building being cast;
- (xv) **Rs.** _____ **(Rupees** _____ **only)** being 3.50% of the total consideration, within 7 days from the date of intimation about the completion of the Fourteenth slab of the said Building being cast;
- (xvi) **Rs.** _____ **(Rupees** _____ **only)** being 3.50% of the total consideration, within 7 days from the date of intimation about the completion of the Fifteenth slab of the said Building being cast;
- (xvii) **Rs.** _____ **(Rupees** _____ **only)** being 3.50% of the total consideration, within 7 days from the date of intimation about the completion of the Sixteenth slab of the said Building being cast;
- (xviii) **Rs.** _____ **(Rupees** _____ **only)** being 3.50% of the total consideration, within 7 days from the

date of intimation about the completion of the Seventeenth slab of the said Building being cast;

(xix) **Rs. _____ (Rupees _____**

only) being 3.50% of the total consideration, within 7 days from the date of intimation about the completion of the Eighteenth slab of the said Building being cast;

(xx) **Rs. _____ (Rupees _____**

only) being 3.50% of the total consideration, within 7 days from the date of intimation about the completion of the Nineteenth slab of the said Building being cast;

(xxi) **Rs. _____ (Rupees _____**

only) being 5.00% of the total consideration, within 7 days from the date of intimation about the completion of internal and external plastering

(c) **Rs. _____ (Rupees _____**

only) being 5.00% or remaining of the total consideration being the balance purchase price within 7 days from the date on which the Developers give to the Purchaser, a written intimation that the said Premises are ready for occupation irrespective as to whether the Purchaser takes possession thereof or not.

(d) The time for each of the aforesaid payments as well as other payments to be made by the Purchasers to the Developers shall be the essence of the contract. The Developers will forward to the Purchasers the intimation of the Developers having carried out the aforesaid work at the address given by the Purchaser under this Agreement and the Purchaser will be bound to pay the amount of installments within seven days of Developers dispatching such intimation under Certificate of Posting at the address of Purchaser as given in these presents;

- (e) The list of specification and amenities to be provided in the Flat agreed to be purchased by the Purchaser is described in Annexure **E** hereto.
4. The Developers have availed financial assistance from Indian Bank, Vile Parle (East) Branch, 325, Geethanjali Building, 1st Floor, Nehru Road, Vile Parle (East), Mumbai – 57, against security of the said building i.e. “Advent Palazzo” along with the said Property, and entered into a Mortgage Deed dated 27th December, 2016 registered with the Sub-Registrar of Assurances at Mumbai under Serial Number BRL – 9/8543/2016 on 27th December, 2016.
 5. The Developer has opened an escrow account being Escrow Account Number **6490431319** with Indian Bank. The Purchasers hereby agree to transfer the aforesaid purchase price as mentioned in Clause 3 of this Agreement to the aforesaid escrow account.
 6. The Purchaser/s is aware that the Government of Maharashtra has announced the amendment to Maharashtra Value Added Tax 2002 making the said Act applicable to sale transaction contemplated herein by levying 1% value added tax on the contract price of flats mentioned in the Agreement for Sale registered after 1st April, 2010. In compliance of the aforesaid, the Purchaser/s hereby agrees to furnish to the Developers a demand draft/pay order of **Rs. _____ (Rupees _____ only)** being 1% on the said sale consideration and/or any additional amount (due to enhancement in the percentage of value added tax by Government of Maharashtra on the said sale price) as the case may be, in favour of the prescribed authority being the amount payable towards value added tax when demanded by the Developers. The Purchaser/s hereby also agrees to pay to the Developers, the said amount or any increases thereto together with interest and/or penalty, if any, that may be levied on the payment of the value added tax alongwith the payment of value added tax, when demanded by the Developers;
 5. The Purchaser/s do hereby agree/s and confirm/s with the Developers that the payment towards Service Tax, interest and penalty shall be payable by the Purchaser/s as determined by the Developers by Cheque/Pay Order drawn in favour of the said Bank and hand over to the Developers for deposit of the same with the said Bank without any delay or default. The Purchaser/s hereby agrees to pay service tax (including interest and penalty, if any) on the said sale price and other

amounts paid/payable by the Purchaser/s under this Agreement and as mentioned herein. The aforesaid condition will form part and parcel of fundamental terms of this agreement;

6. The Developers shall not be liable to refund any amounts paid by the Purchaser/s towards service tax, value added tax, capital tax and/or any other taxes, cess, dues, duties, imposition, premium, surcharge, fees, levies or any other charges levied by state and/or central government (hereinafter collectively referred to as “**the said taxes**”) on the sale price and on other amounts specified herein or to pay to the Purchaser/s any interest, compensation, damages, costs or otherwise. The said amounts shall be accepted by the Purchaser/s in full satisfaction of all his/her/their/its claims under this Agreement and/or in or to this said Property.

7. The Purchaser confirms that the installments payable by the Purchaser and all amounts payable under these presents shall be paid on the respective due dates without any delay or default as time in respect of payment of installments and in respect of all amounts payable under these presents by the Purchaser to the Developers is the essence of the contract. If the Purchaser delays or defaults in making payment of any of the installments or amounts, the Developers shall be entitled to interest at the rate of 21% per annum on all such amounts and installments from the date of default till payment and/or receipt thereof by the Developers without prejudice, to their other rights in law and under these presents. It is further agreed that on the Purchaser committing default in payment of either the installments or any other amount or amounts under these presents on the due date (including his/her/their proportionate share of taxes, rates, cesses, other charges, betterment charges and all other outgoing) the Owners/Developers shall be entitled at their option to terminate this Agreement PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Developers after giving the Purchaser 15 days prior notice in writing of their intention to terminate this Agreement and specifying the breach or breaches of the

terms and conditions on account of which the Developers intend to terminate the Agreement and if the Purchaser continues the default in remedying such breach or breaches after the expiry of the stipulated period of fifteen days from the date of such notice from the Developers. It is further agreed that upon termination of this Agreement as stated herein the Developers shall refund to the Purchaser the installments of the said price which the Purchaser may till then have paid to the Developers after deducting the earnest money i.e. 10% of the Purchase price which shall stand forfeited but the Developers shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination of this Agreement, the Developers shall be at liberty to dispose off and sell the said Premises to such person or persons of such price and on such conditions as the Developers may desire and think fit in their absolute discretion and the Purchaser shall have no right in that behalf. The Purchaser agrees that the Developers are not bound to give notice for payment of amounts due under these presents on their respective due dates mentioned herein and the failure thereof shall not be pleaded as an excuse for non-payments of any amount or amounts on their respective due dates. The Purchaser agrees that he/she/they will be entitled to refund of the amounts paid less the amount to stand forfeited on termination only on the realisation by the Developers of the entire sale consideration from the new Purchaser of the said Premises. The Developers accordingly shall refund to the Purchaser the amount paid by the Purchaser to the Developers in pursuance of this Agreement after deducting there from: -

- (i) 10% of the purchase price i.e. the earnest money of the said Premises (which is to stand forfeited by the Developers);
- (ii) the taxes and outgoing, if any due and payable by the Purchaser in respect of the said Premises up to the date of termination of this Agreement;
- (iii) in the event of the said resale price being less than the purchase price mentioned herein, the amount of such deficit;
- (iv) the cost incurred by the Developers in finding a new buyer for the said Premises.

- 8.(a) Possession of the said Premises shall be delivered to the Purchaser after the said building is ready for use and occupation and the Occupation Certificate in respect thereof is granted by the Municipal Corporation of Greater Mumbai in respect of the said Building or part thereof in which the said Premises may be situated PROVIDED THAT all the amounts due by the Purchaser under this Agreement have been paid by the Purchaser to the Developers. The Purchaser shall take possession of the said Premises within seven days of the Developers giving written notice to the Purchaser intimating that the said Premises are ready for use and occupation upon paying to the Developers all the amounts, if any, including interest that may have remained to be paid under any of the provisions hereof by the Purchaser to the Developers;
- (b) It is expressly agreed that the possession of the said Premises will be handed over by the Developers to the Purchasers by **June, 2018** provided the Developers have received the full purchase price of the said Premises and other amounts 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 or other building material, water or electric supply and no act of God, Civil Commotion, Riot, War or any notice, Order, Rule, Notification of the Government and/or any other Public Body and/or Competent Authority has disturbed the construction schedule of the Developers and there is no delay in issue of occupation certificate and/or Building completion Certificate by the Mumbai Municipal Corporation and/or Planning Authority and for such other similar reasons and/or circumstances beyond the control of the Developers. If the Developers are unable to give possession of the said Premises by the dates stipulated hereinabove then the Developers agree that they shall be liable on demand by the Purchaser to refund to the Purchaser the amounts already received by them in respect of the said Premises with simple interest at the rate of **9% per annum** from the date of Developers having received the sum till the dates the amounts and interest thereon is repaid by the Developers to the

Purchasers. It is agreed that upon refund of the said amount together with interest as stated hereinabove the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Developers or against the said Premises or against the said Premises in any manner whatsoever and the Developers shall be entitled to deal with and dispose off the said Premises to any person or party as the Developers may desire at their absolute discretion;

- (c) The Purchasers shall take possession of the Premises within 7 days of the Developers giving written notice to the Purchaser intimating that the said Premises are ready for use and occupation. Upon the possession of the said Premises being delivered to the Purchasers, he/she/they shall be entitled to the use and occupation of the said Premises. Upon the Purchasers taking possession of the said Premises he/she/they shall have no claim against the Developers in respect of any item of work in the said Premises which may be alleged not to have been carried out or completed;

9. If the Purchaser/s in order to augment the resources in his / her / their hand for the purpose of payment of consideration amount to the Developers under this Agreement, seeks loans from financial institutions or banks or other institutions against the security of the said Premises then the same shall be subject to the consent and approval of the Developers. In the event of the Purchaser/s committing default of the payment of the installments of the consideration amount and in the event of the Developers exercising its right to terminate this Agreement, the Purchaser/s shall and the Purchaser/s further hereby undertakes to clear the mortgage debt outstanding at the time of the said termination. The Purchaser/s shall obtain the necessary letter from such financial institution, banks etc. stating that the Purchaser/s has cleared the mortgage debt. On receipt of such letter from the financial institution, banks etc. the Purchaser/s shall be entitled to the refund of the amount so paid by him/her/them to the Developers towards the said Premises. However, the Developers shall directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Purchaser/s from

the amount standing to his/her/their credit with the Developers towards the said Premises (paid by him/her/them to the Developers towards the consideration amount) to the extent so as to clear the mortgage debt and only on receipt of such letter of clearance of mortgage debt from such bank, financial institution etc. the Purchaser/s shall be entitled to the refund of the balance amount standing credited to the account of the Purchaser/s (if any) with the Developers towards the said Premises. Not with standing all that is stated hereinabove it shall ALWAYS be obligatory on the part of the Purchaser/s to pay the installments of the consideration amount as and when due under the terms of this Agreement and the Purchaser/s shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the Purchaser/s has/have applied for the loan to such financial institution, banks, their employers or such other institution and irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Purchaser/s shall not be permitted to raise any contention in respect of his/her/their failure to pay the installments of the consideration amount on time and on the due dates on the basis that the Purchaser/s has applied for loan to such financial institution, banks, their employers or such other institutions and that the same are under process of disbursement or that the said loan application of the Purchaser/s is rejected. In the event of the failure of the Purchaser/s to pay the installments of the consideration amount the Developers shall be entitled to enforce its rights as mentioned herein. In case, there shall be deficit in this regard, the Purchaser/s shall forthwith on demand pay to the Developers his /her / their proportionate share to make up such deficit.

10. If any of the Purchaser/s fails to pay, the arrears in spite of the notice, the Developers will be entitled to terminate the Agreement with such Purchaser/s and thereupon all the monies paid by Purchaser/s to the Owner in respect of the Premises agreed to be purchased by him shall within ninety days of such termination be refunded by the Developers to the Purchaser/s. Consequently, the terms of the Agreement herein shall be applicable at the time of refund of the amounts. Under no circumstances, the possession of the said Premises shall be

given to the Purchaser/s unless and until all payments required to be made under this Agreement by the Purchaser/s to the Developers are complied with by the Purchaser/s.

11. The Purchaser/s agree/s to pay total consideration amounts payable under the terms of this Agreement as and when they become due and payable. Further, the Developers are not bound to give notice requiring any such payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amount or amounts due on the respective due dates or events.
12. Possession of the said Premises shall be delivered by the Developers to the Purchasers latest by **June, 2018**. The Developers shall not incur any liability, if they are unable to deliver possession of the said Premises by the date aforesaid if the completion of the building or the making of the Premises fit for use and occupation is delayed by the reason of non-availability of steel and/or cement or other building material by or by reason of war, civil commotion or any act of God, force majeure, strike/lockouts/lay-offs whether of the labour of the Developers or of any of the labour at the works at the manufactures/suppliers of steel, cement or other Building materials or other natural calamity or any reason beyond the control of the Developers or if the non-delivery of possession is as a result of any ordinance, notice, or order, rules, or regulations or notification by the Government and/or any other public body or authority then and in such all circumstances, the time for handing over possession shall be deemed to have been extended by mutual consent of the parties hereto and/or the parties claiming under them as the case may be. Save as aforesaid neither party shall have any right or claim against the other under or in relation to this Agreement or otherwise whatsoever and if there is any such right or claim the same shall be deemed to have been waived and given up by party having such right or claim in favour of the other party.
13. Upon possession of the said Premises being delivered to the Purchaser/s he/she/they shall be entitled to the use and occupation of the said Premises. Upon the Purchaser

taking possession of the said Premises, he/she/they shall have no claim against the Developers in respect of any items of work in the said Premises which may be alleged not to have been carried out or completed and it is agreed that all such claims of the Purchaser/s against the Developers shall be deemed to have been waived and/or given up by the Purchaser/s.

14. Commencing a week after notice is given by the Developers to the Purchaser/s that the Premises are ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and building namely local taxes, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary of and incidental to the management and maintenance of the said land and building. Until the Society is formed and the said land and building transferred to it, the Purchaser/s shall pay to the Developers such proportionate share of outgoings as may be determined by the Developers. The Purchaser/s further agrees that till the Purchaser's share is so determined, the Purchaser/s shall pay to the Developers provisional monthly contribution **of Rs. _____ (Rupees _____ only)** per month towards the outgoings, in respect of the residential Premises and **Rs. _____ (Rupees _____ only)** per month towards the property tax levied by local / MCGM authorities. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reasons whatsoever. The Purchasers and/or the proposed Society will not require the Developers to contribute proportionate share of the maintenance charges of the Premises and other areas attached there to which are to be constructed or which are not sold and disposed off by the Developers. The Developers will also be entitled to the refund of the Municipal Taxes on account of the vacancy of the unsold Premises.

15. The Purchaser/s agrees and binds himself / herself / themselves on or before the delivery of the possession of the said Premises, to pay to the Developers the following amount:

- (1) **Rs. _____ (Rupees _____ only)** for legal charges;
- (2) **Rs. _____ (Rupees _____ only)** for share money, application entrance fees of the society;
- (3) **Rs. _____ (Rupees _____ only)** for formation and registration of the society;
- (4) **Rs. _____ (Rupees _____ only)** towards MCGM Development charges & other charges (non refundable);
- (5) **Rs. _____ (Rupees _____ only)** towards eighteen months maintenance charges.
- (6) The Purchaser agrees to pay to the Developers, a sum of **Rs. _____ (Rupees _____ only)** on account and towards the amount of the deposit payable to the Mumbai Municipal Corporation as Water Meter Deposit and amount payable to RELIANCE ENERGY or to any other service provider for the Electric Meter to be installed for the said Premises of the Purchaser/s.
- (7) The Developers shall utilize the sum of **Rs. _____ (Rupees _____ only)** paid by the Purchaser/s to the Developers under Sub-Clause (2) & (3) hereinabove, for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Developers in connection with the formation of the said society, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this agreement and the Conveyance. The aforesaid deposit/payments shall not carry any interest. The Purchaser shall not ask for any refund or any account of the said amounts from the Developers.

The amounts so paid by the Purchaser/s to the Developers herein shall not carry any interest and remain with the Developers until a Conveyance is executed in favour of the Society as aforesaid. Subject to the provisions of Section 6 of the said Act, on such conveyance being executed, the aforesaid deposit (less the outgoings in respect of the Property purchased and deduction provided for in the Agreement) shall be paid over by the Developers to the society.

16. The Purchaser shall not use the said Premises or any part thereof or permit the same to be used for purpose other than residence. He/She/They shall not use the parking space allotted to the Purchaser/s for the purposes other than for keeping or parking the Purchaser's own motor car. The Purchaser/s is/are aware that after formation of a Society or Association of Purchasers the parking allotted will be regulated by the said Society or Association of Flat Purchasers and the Purchaser/s agrees to abide with the rules and regulations as may be framed with regard to the parking by the said Society or Association of Flat Purchaser/s.
17. The Purchaser shall not store in the said Premises any goods which are hazardous, combustible or dangerous in nature or so heavy as to damage the construction or structure of the Building or are objected to by the concerned local or other authorities, and shall not carry or cause to be carried heavy packages to the upper floors which are likely to damage the staircases, common passages or any other structure of the Building including entrances of the Premises and the Purchaser shall be liable for the consequences of breach of this clause.
18. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/itself/ themselves about the title of the Developers and the entitlement of the Developers to the said land described in the First Schedule hereunder written. The Purchaser/s has/have also taken inspection of the sanctioned building plan and have ascertained for themselves the plot FSI and TDR consumed on the said land described in the First Schedule hereunder written and have found the same in order.

19. The Purchaser/s shall from the date of possession, maintain the said Premises at his/her/their own costs in good and tenantable repairs and shall not do or suffer to be done anything in or to the said Premises the staircases and/or common passages which may be against the rules and/or regulations and/or bye-laws, rules or regulations of the Municipality, B.E.S.T./Reliance Energy or legal bodies or any other authority nor shall the Purchaser/s change, alter or make additions and/or alterations in or to the buildings or any part thereof or change the user thereof. The Purchaser/s shall be responsible for violation or breach of this provision and hereby agrees to save harmless, indemnify and keep indemnified the Developers as well as such Co-operative Society or an Association [as the case may be] against any action and liability of any nature whatsoever on account of any such breach, defaults, commission or omission on the part of the Purchasers.
20. The Developers shall be at liberty to sell, assign, transfer or otherwise deal with their right, title or interest in the said property and/or in the building to be constructed thereon and mortgage the same provided it does not in any way affect or prejudice the area of the Purchaser/s in respect of the said Premises and provided the mortgage if averted is released to the extent of the Purchaser/s Premises at the time of handing over possession thereof.
21. The Purchaser/s shall permit the Developers and their servants and agents with or without workmen and other at all reasonable times to enter into and upon the said Premises or any part thereof to view and examine the state and condition thereof and the Purchaser/s shall make good within one month, of the giving of a notice, all defects, decays and wants of repairs of which such notice in writing shall be given by the Developers to the Purchasers. The Purchaser/s shall also permit the Developers and their servants and agents with or without workmen and others at all reasonable times to enter into and upon the said Premises for the purposes of repairing any part of the building and for the purpose of making repairs, maintaining, rebuilding, clearing, lighting and keeping in order and condition all services, drains, pipes, cables, water courses, gutter, wires, party wall, structures

or other conveniences belonging to or serving or used for the said building also for the purpose of laying, maintaining, repairing and reinstating drainage and water pipes and electric wires and cables and for similar purposes.

22. It is clearly understood and agreed by and between the parties hereto that the Developers shall have the unqualified and unfettered right to sell on ownership basis to any one of their choice the terrace, if any above the top floor of the said building subject to the necessary means of access to be permitted so as to reach the water tanks of the building. The Purchaser/s of such terrace shall be entitled to make use of the same for all legitimate purposes whatsoever.

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space in front of or adjacent to the Flats on any of the floors of the said Building “**Advent Palazzo**” shall belong exclusively to such Purchaser/s and such terrace spaces are intended for the exclusive use of the said terrace Purchaser/s.

23. The Purchaser/s shall permit the Developers and their surveyors and agents, with or without workmen and other, at all reasonable times to enter into and upon the said land and Premises or any part thereof to view and examine the state and condition thereof.
24. The Developers shall have first lien and charge on the said Premises agreed to be acquired by the Purchasers in respect of any amount payable by the Purchasers under the terms and conditions of this Agreement.
25. If at any time after entering into this Agreement the floor space index is increased by the Government or the Municipal Corporation for Greater Mumbai or any other public Body or authority or T.D.R. F.S.I. is permitted to be consumed on the said property and as a result thereof the Developers become entitled to avail of the said increase and construct additional floors, and/or additional structures on the said property or if otherwise the Developers become entitled to construct additional floors, areas, or additional structures on the said property by paying

of premium or otherwise howsoever the Developers shall be entitled to do so and shall be entitled to sell the additional floors, areas or such additional structures to be constructed by them on the said property to the prospective Purchaser thereof even if the conveyance has in the meantime been executed in favour of such Co-operative Society and that such prospective purchasers of the other Premises shall have right to and that they shall also be admitted as the members of such a Co-operative Society that may be formed of all the Purchasers of other premises in the said building and/or on the said property.

- 26.(a) The Purchaser/s hereby covenants, agrees and undertakes to sign such consent letters and other papers as may be required by the Developers from time to time for availing of the benefit of construction of the additional floors area and/or structures as per the rules and regulations of the local authority;
- (b) Purchaser/s shall from time to time sign all applications, papers and documents and do all such acts, deeds, matters and things as the Developers and/or the society may require for safeguarding the interest of the Developers and/or the Purchaser/s and the other purchasers of the said Premises in the said building;
- .
27. The Purchaser/s hereby agrees and binds himself/herself/themselves to pay to the Developers or to the said Society when formed, as the case may be such amounts as may be required to be paid in respect of the Society Office Charges, Garden, cable charges, development charges and similar other disbursements as and when demanded by the Developers and the same shall be paid by all the Purchaser/s of the Premises/terraces.
- 28.(a) The Purchaser/s hereby agrees and binds himself/herself/themselves to pay to the Developers or to the said Society when formed, as the case may be, such amounts as non-interest bearing deposit or otherwise as may be required to be paid

- in respect of Electricity meter deposit, water meter charges, deposits and similar other deposits/disbursements as and when demanded by the Developers and the same shall be born and paid by all the Purchaser/s of the Premises in proportion to the area of their respective Premises;
- (b) The Purchaser/s agrees to pay to the Developers within 7 days on demand the Purchaser's SHARE of such deposit;
- (c) The Development and/or betterment charges or other levy by the concerned local authority, Government and/or any other public authority including VAT, service tax or any tax or levy in respect of the said Premises, land and/or buildings shall be borne and paid by the Purchaser along with all the Purchasers of flats in the Building in proportion to the floor area of their respective Premises;
29. The Developers or any person or persons nominated by the Developers or the party/s to whom the rights concerned under this clause are assigned shall have an absolute right to make additions, put up additional structures as may be permitted by the Municipal Corporation and other competent Authority and such additions, alterations and structures will be the sole property of the Developers or their nominee or nominees as the case may be who will be entitled to dispose off the same in any way they choose and the Purchaser/s hereby consents to the same. The Developers and/or their nominee or assigns shall be entitled to display advertisements or hoardings or sign boards or neon signs on any portion of the compound comprised in the said Premises including the terrace walls, parapet walls external and internal building walls and compound walls, parking areas, etc. and shall be exclusively entitled to the income that may be derived by display of the said advertisements or hoardings at all times hereafter. The Developers and/or their nominees shall also be entitled to let out sections of the property including foyers, atrium, lobbies, passages, terraces, etc. for promotional activities, putting up vending machines, stalls, amusement machines, kiosks including for sale of victuals and merchandise and shall alone be entitled to appropriate for themselves the revenue realised there from. The Developers and/or

their nominees or assigns shall also be entitled to install V-Sat Antenna and Broadcasting and Communication Towers on the Terrace of the buildings and to appropriate the entire income or consideration in respect thereof for themselves. The Agreement with the Purchaser/s in the said building shall be subject to the aforesaid rights of the Developers or their nominee or nominees or assignees and the Purchaser/s shall not be entitled to raise any objection or to any reduction in the price of the Premises agreed to be acquired by him/her/them/itself and/or compensation or damages on the ground of inconvenience or any other ground whatsoever AND IT IS HEREBY AGREED that the Developers shall be entitled to nominate any other person or persons to obtain the benefit of the rights and interest conferred by this clause or to assign such benefits, rights and interest in favour of other persons. Such nominee or assignee shall be admitted as member/s of the said Co-operative Society, to whom the said Building will be transferred in pursuance of the provisions hereinafter contained provided further that neither of the Purchaser or the Society, shall be entitled to charge the Developers and/or its nominee or assignees any amount by way of maintenance or otherwise in respect of the rights and benefits conferred upon them by this clause.

30. The Purchaser/s will not be entitled to any rebate and/or charge for alteration and additions made in the said Building.
31. The Purchaser/s shall cover the windows with safety grills in the manner, specification and design as suggested by the Developers and as per the sample already placed on the site.
32. The Purchaser/s shall not at any time demolish or cause to be demolished the said Premises or any part thereof nor shall at any time make or cause to be made any additions or alterations of whatsoever nature to the said Premises or any part thereof nor any alteration in the elevation and outside colour Scheme of the said Premises and shall keep the partition walls, sewers, drains, pipes in the said Premises and appurtenances thereto in good tenable

repairs and condition and in particular so as to support, shelter and protect the other parts of the said building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. Partis or other structural members in the said Premises without the prior written permission of the Developers and/or the Society. Any breach of these conditions shall cause this Agreement to ipso facto come to an end and the earnest monies and all the other amounts paid by the Purchasers to the Developers shall stand forfeited. The Developers shall be entitled to recover further amounts from the Purchaser/s to compensate for the damage so caused and the Purchaser/s hereby consents to the same. The decision of the Developers in this regard shall be final and binding upon the Purchaser/s who shall not dispute the same.

33. The Purchaser/s shall at his/her/their own costs carry out all internal repairs of the said Premises and maintain it in the same condition, state and order in which it was delivered to the Purchaser and shall not do or suffer to be done anything in or to the said Premises which may be against any rules, regulations and bye-laws of the concerned local authority or other public authorities and the Purchaser/s shall be responsible to the concerned Local Authorities and/or the other public authorities for anything so done in connection with the said Building and/or the said Premises and shall be liable for the consequences thereof.
34. The Purchaser/s shall not do or permit to be done any act, deed, matter or thing which may render void or voidable any insurance of the building in which the said Premises are situated or cause any increased premium to be payable in respect thereof. The Purchaser/s shall not decorate the exterior of his/her/its/their Premises otherwise than in the manner agreed to with the Developers or in the manner as far as may be in which the same was previously decorated.
35. The Purchaser/s shall not throw dirt, rubbish, rags or refuse or otherwise permit the same to be thrown in any portion of the Building or the compound in which the said Premises are situated.

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

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

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

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

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

40.(a) The Purchaser/s hereby agrees and undertakes to become and be a member of the Co-operative Housing Society or Association to be formed in the manner herein appearing and also from time to time to sign and execute the application for registration and for membership and other papers and documents necessary for the formation, and the Registration of the Co-operative Society and for becoming a member including the bye-laws of the proposed Co-operative Society within 4 (four) days of the same being forwarded by the Developers to the Purchaser/s and no objection shall be taken by the Purchaser/s, if any changes or alterations or amendments or modification are made in the draft bye-laws as may be required by the Registrar of the Co-operative Societies or any other Competent Authority or by the Developers. The Purchaser/s shall be bound from time to time to sign all papers and documents and to do all acts, deeds, matters and

things as may be necessary from time to time for safeguarding the interest of the Developers and/or the other Purchaser/s of the said other Premises in the said Building or in the said compound;

- (b) No objection shall be taken by the Purchaser/s, if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative societies or any other Competent Authority;
- (c) That the Society shall always be known as **"ADVENT PALAZZO CO-OPERATIVE HOUSING SOCIETY LTD"** if so approved by Registrar of Co-operative Societies or such other name as may be approved by the Developers and the name of the Co-operative Society or Limited Company or Condominium of Apartments to be formed shall bear the said name and this name shall not be changed without the written permission of the Developers;
41. The Purchaser/s hereby covenants that from the date of possession he/she/they shall keep the said Premises the walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to him/her/them in good condition and tenantable repair and conditions and protect the parts of the building other than his/her/its/their Premises and shall abide by all bye-laws, rules and regulations of the Government, Municipal Corporation of Greater Mumbai, Electric Supply Company and/or any other authorities and local bodies and shall attend, answer and be responsible for all actions for violations of any such conditions or rules or bye-laws.
42. The Purchaser/s along with the other Purchasers who take or have taken the other Premises in the said building being constructed by the Developers in the said property shall become member of a Co-operative Society to be incorporated or formed by the Developers as the case may be and on the Deed Conveyance or such other Assurance being executed, the rights of the said Purchaser/s will be recognized and regulated, by the provisions of the said

Co-operative Society and the rules and regulations formed by the said Society, but subject to the terms of this Agreement.

43. On the completion of the said building and other structure and the entire development of the property described in the First Schedule hereunder written including with that of any other adjoining properties as may have been amalgamated and merged with the said property and on receipt of by the Developers of the full payment of all the amounts due to them by all the Purchasers of the said Premises in the said Building and other structures (if permitted) the Purchasers shall co-operate with the Developers in forming and registering a Co-operative Housing Society, the rights of members of such Co-operative Society being subject to the rights of the Developers under this Agreement and the Deed of Conveyance or such other Assurance as may be decided by the Developers to be executed in pursuance thereof. When the Co-operative Society is registered and all the amount due and payable to the Developers are paid in full as aforesaid and the development of the entire property is completed in all respects, the Developers shall obtain from the Owners and shall also themselves execute a Deed of Conveyance and other assurances as the Developers deem fit and proper of the said building **“Advent Palazzo”** with land appurtenant thereto and forming a part of the said entire property described in the First Schedule hereunder written in favour of the Co-operative Society it being agreed that such Deed of Conveyance and the other necessary assurances shall be in keeping with the terms and provisions of this Agreement. The Developers shall alone decide whether to grant a Conveyance of the building with the land appurtenant thereto and forming part of the property described in the First Schedule hereunder written and/or to grant a Conveyance in respect of the same.

44. In the event of the Co-operative Society being formed and registered before the sale and disposal by the Developers of all the premises in such building and in the compound, the powers and authority of the Co-operative society so formed

or of the Purchaser/s and the Purchasers of the Premises shall be subject to the overall authority and control of the Developers in respect of any of the matters concerning the said building, the construction and completion thereof and of all amenities pertaining to the same and in particular the Developers shall have absolute authority and control as regards the unsold premises and the disposal thereof. The Purchasers of the said unsold Premises will also be entitled for membership of the Society on payment of the entrance fee and share subscription fee and the Society shall not be entitled to levy any premium or transfer charge while admitting the said Purchaser/s as members. The Society shall also not be entitled to seek any contribution from the Developers towards maintenance charges in respect of the unsold Premises in the event of the Developers handing over management of the Building to the Society prior to sale of all the premises.

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

- 46.(a) The Stamp Duty and Registration Charges and all other out of pocket expenses of and incidental to this agreement shall be borne and paid by Purchaser/s alone and this Agreement shall be lodged for Registration by the Purchaser/s within the time prescribed under law and the Developers will attend

the Sub-Registry Office and admit the execution thereof after the Purchaser/s informs them the date and Serial Number under which it is lodged for registration. If the Purchaser/s fail/s to lodge this Agreement for Registration within the time prescribed by law, the Developers shall not be responsible for the same or for any consequences arising from non-registration of the Agreement for any reason whatsoever. The Purchaser/s shall also be liable to bear and pay the proportionate stamp duty and registration charges that may be payable on the said Indenture of Conveyance. The Purchaser/s will deposit with the Developers the necessary amount for the purpose whenever demanded and in any event before he/she/it/they is/are put in possession of the said Premises;

(b) The Purchaser/s hereby agrees to pay on demand the Purchaser's share of Stamp Duty and Registration Charges, Payable, if any, by the said Society on the Assignment or any other document or instrument of transfer in respect of the said land and buildings to be executed in favour of the Society;

(c) The transaction covered by this contract at present is a sale liable to service tax. If, however, by reason of any amendment to the constitution or enactment or amendment of any existing law or on introduction or enforcement of any statute, circular or notification by any Government (Central or State) this transaction is held to be liable to any other tax as a sale or otherwise in whatever form either as a whole or in part or any inputs or labour or material or equipment used or supplied in execution of or in connection with this transaction are liable to tax including vat, the same shall be payable by the Purchaser/s along with other Purchaser/s on demand at any time and the Developers shall not be held liable or responsible in respect thereof. In the event of the onus and responsibility being cast upon the Developer to pay any such tax vat or charge including as may be levied on the labour charges it shall be the obligation of the Purchaser/s to pay the same to the Developers who shall thereafter pay the same to the concerned Authority. The Purchaser/s shall presently be liable to pay service tax as applicable and also any other tax which may become applicable. If the Purchaser/s fails to make payment, then the Developer shall be entitled to withhold possession of the Premises,

and if the Premises are already handed over, then the Developer shall have a charge on the Premises and if the Developer has already made payment of the tax, then the Purchaser/s shall be liable to pay interest at the rate of 24 % per annum till payment or realization.

47. In the event of the Society of Purchaser/s being formed and registered before the Sale and disposal of by the Developers of all the Premises in the said building, the power and authority of the Society shall be subject to the overall control and authority of the Developers in respect of any of the matter concerning the said property and/or the said building, the construction and completion thereof and all the amenities appertaining to the same and in particular the Developers shall have absolute authority and control as regards the unsold premises and the disposal thereof and the consideration for which the same shall be disposed off. It is further agreed that the Purchaser/s of the said unsold premises shall be admitted as members of the Society without levy of any premium or transfer fee. The Society in such event will only be entitled to levy share subscription amounts and membership application fee.
48. All letters, receipts and/or notices issued by the Developers dispatched under Certificate of Posting to the address known to them of the Purchaser/s shall be sufficient proof of the receipt of the same by the Purchaser/s and shall completely and effectually discharge the Developers.
49. The Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and Maharashtra Ownership Flat Rules, 1964 or any modification, amendments or re-enactments thereof for the time being in force or any other provisions of laws applicable thereto.
50. Any delay tolerated or indulgence shown by the Developers in enforcing the terms and conditions of this Agreement or any forbearance or of giving of time to the Purchaser/s by the Developers shall not be construed as waiver on the part of the Developers of any breach of or non-observance or compliance of any of

the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Developers.

51. All prevailing costs, charges and expenses including stamp duty and registration charges of this agreement shall be borne and paid by the Purchaser/s alone.
52. The Purchaser/s is/are an investor as defined under Article 5(g-a) (ii) of the Bombay Stamp Act. In the event of assignment/transfer of the said Premises within the stipulated period the Investor will be entitled to adjust the stamp duty as provided in the said Article.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

All that piece or parcel of land situated at Village Chinchavali, near Malad, Taluka Borivali in the Registration District and Sub- District of Mumbai City and Mumbai Suburban admeasuring 1975 sq. mtrs. i.e. 2362.4 sq. yards or thereabouts under land bearing City Survey No. 6, part of Survey No. 3, together with the structures standing thereon bounded by: -

On or towards the East by : State Bank of India
 On or towards the West by : Exim Trades Property
 On or towards the North by: Nadiadwala Estate
 On or towards the South by: Private Road

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

(Details of Flats/Car Parking Space allotted to the Purchasers)

Flat No. _____ on the _____ **floor** of the building known as “**Advent Palazzo**“ having a carpet area of _____ **sq.ft. One Car Parking Space** at Stilt / Podium Level I / II / III in the building known as “Advent Palazzo”.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and signatures on the day and the year first hereinabove written.

SIGNED SEALED AND DELIVERED)

by the with in named – THE DEVELOPERS)

ADVENT DEVELOPERS PRIVATE LTD.)

By the hand of its Director)

MR. VINODKUMAR SATYANARAIN AGARWAL)

duly authorized by the resolution of the)

Board of Directors passed in their)

meeting held on _____)

in the presence of ...)

1.

2.

SIGNED AND DELIVERED)

by the with in named Purchaser/s)

MR.)

MR.)

in the presence of ...)

1.

2.

Received from the within named **MR.** _____

Purchasers a sum of

RECEIPT

1) **Rs.** _____ (**Rupees** _____ **only**) by cheque no. _____ dated
_____ drawn on _____

Being the amount paid by the Purchaser to us as stipulated under Clause **3(a)** above.

Payment are subject to realization of cheque.

WE SAY RECEIVED

For ADVENT DEVELOPERS PRIVATE LTD.

Authorised Signatory
(Developers)

ADVENT DEVELOPERS PRIVATE LTD.

Owners/Developers

AND

MR. _____

MR. _____

...Purchaser/s

AGREEMENT FOR SALE

Dated this day of 2017

Flat No. _____

Floor _____