

Date: 14th July, 2017

To,
Maharashtra Real Estate Regulatory Authority
3rd Floor, A-Wing, Slum Rehabilitation Authority
Administrative Building, Anant Kanekar Marg,
Bandra (E), Mumbai – 400 051

Dear Sir / Madam,

**Sub.: Declaration for not issuing allotment letter for Redevelopment Project known as
“Jade Vedant”.**

I, Mr. Umang D. Kuwadia being the Partner of the promoter of the said Redevelopment Project would like to state and record that we are not issuing / giving any allotment letter in any format in the subject mentioned project.

Kindly take note of the above details on your record.

Thanking You,

Yours Truly,
For National Happy Homes



Partner

Specimen Agreement for all the Saleable Flats sold
in this Project before commencement of the Real
Estate (Regulation And Development) Act, 2016
[RERA ACT]

Agreement

THIS AGREEMENT made at Mumbai this ____ day of _____ 2017

between

Messrs **NATIONAL HAPPY HOMES** a registered partnership firm under the Indian Partnership Act, 1932 having its corporate office at Ganga Heritage, Level II, 278, Deodhar Road, Matunga (CR) Mumbai 400019 presently represented by two of the partners Umang D. Kuwadia and Naresh B. Chheda both adults of Mumbai Indian inhabitants hereinafter referred to as “**THE OWNER / DEVELOPERS**” (which expression shall unless it be repugnant to the context or meaning thereof include the present partners and future partners, survivor or survivors of them and their respective heirs, legal representatives, executors, administrators and assigns) of the One Part

AND

_____ of Mumbai Indian inhabitant/s presently residing at _____ hereinafter referred to as “**THE PURCHASERS**” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include in case of individual or individuals, such individual/ his/her/their survivor or survivors and their respective heirs, executors, administrators; in case of a firm the present partners thereof or survivor or survivors of their respective heirs, executors and administrators; in case of a company its successors and permitted assigns) of the Other Part;

WHEREAS:

- a) By the **Lease dated 29th October 1941** registered under No Bom-5460/41 with the Sub-registrar of Bombay made between The Municipal Corporation of the City of Bombay (therein called “The Corporation” of the First Part) by the hands of the then Municipal Commissioner (therein called “The Commissioner” of the Second Part) with Gordhandas Bhagwandas Narottamdas, Mangaldas Vithaldas Desai, Manordas Tribhovandas and Dwarkadas Hargovindas (therein called “The Confirming Party” of the Third Part) and Dharamdas Vithaldas, Dharamdas Jagmohandas, Gordhandas Bhagwandas Narottamdas and Bai Jekorebai Kalyandas Vithaldas the then Trustees of KALYANDAS VITHALDAS KAPOL NIWAS TRUST (therein called “The Lessees” of the Fourth Part), pursuant to the agreement recited therein the Kalyandas Vithaldas Kapol Niwas Trust (created under the Declaration dated 14th November 1923 and later registered as a public charitable trust under the Maharashtra Public Trust Act, 1950 under No A-725/Bom) became entitled to lease in perpetuity of the property being Plot No 590A of Dadar-Matunga (South) Estate of the Municipal Corporation of Greater Mumbai (“MCGM”) admeasuring about 817.73 sqmts at Bhagwandas Narottamdas Road, Matunga (C. R.), Mumbai 400019 now in the registration sub-district and district of Mumbai City bearing Cadastral Survey No 693A/10 of Matunga Division more particularly described in the **First Schedule** hereunder written (hereinafter referred to as the “**Plot of Land**”) in consideration of the premium paid and the monies expended in the erection of the erstwhile building “Kalyandas Vithaldas Kapol Niwas, Matunga” assessed to municipal taxes and repair cess in “A & C” Categories under “F-N” Ward No 7031(1A) and Street No 9 Road No 30 Parsi Colony (hereinafter referred to as the “**Old Building**”) for the consideration all the rents and upon the terms and Lessees’ covenants therein reserved. The said Plot of Land with the said Old Building are hereinafter *collectively* referred to as the “**Old Property**”;
- b) There were successive changes in the Trustees of the said Trust prior to the Charity Commissioner, Maharashtra State, Mumbai passing his Order dated 28th May 2010 in the incumbent Trustees’ Application NoJ-4/55/2010 whereby sanction under Sec 36 (1)(a) of the Maharashtra Public Trust Act, 1950 was granted to transfer *inter alia* the said Old Property as setout therein;

- c) By the Deed of Assignment dated 2nd July 2010 registered under No BBE-2-7695-2010 with the Joint Sub-registrar of Mumbai City No 2 on 21st September 2010, Gopaldas Hargovindas Gandhi, Madhavdas Hargovindas Gandhi, Udaykumar Mangaldas Vora, Deven Gopaldas Gandhi and Pankaj Madhavdas Gandhi being the acting trustees of and representing the said Trust assigned unto and in favour of the Owner / Developers the said Old Property (which was a cessed structure within the island city of Mumbai and was in dilapidated condition requiring thorough and extensive repairs) at or for the consideration and upon the terms and covenants therein mentioned. Copy of the Property Card of the said Old Property is annexed hereto and marked as **Annexure: “A1”**;
- d) The Owner / Developers are, pursuant to the above recited Deed of Assignment dated 2nd July 2010 and by the registered Power of Attorney dated 21st September 2010, entitled and authorized to do all acts, deeds, things, matters for the redevelopment / reconstruction of the said Old Property by demolishing the said Old Building and erecting a new proposed building with better layout, modern amenities, superior facilities and avail unto themselves the benefits of further permissible construction as per policies for redevelopment under statutory provisions and ultimately transfer the said Plot of Land together with the new building/s that will be constructed thereon unto a co-operative housing society to be formed comprising of the purchasers and tenants / occupants of various Flat in such new building/s;
- e) As per the letter No AC/Estates/20425/LB-IV of 16.01.2013 annexed hereto and marked as **Annexure: “A2”**, lease of the said Old Property now vests in the name of the Owner/ Developers in the records of Estate Department of the MCGM. The Owner/ Developers have submitted the Indemnity Bond dated 25th May 2011 registered under No BBE-3-5272-2011;
- f) Upon the Owner / Developers submitting an Undertaking dated 21st February 2013 registered under No BBE-2-1025-2013 for executing a fresh lease for further 30 years with enhanced lease rent of Rs 14,00,805/- p. a. (as per Administrative Officer - Lease's demand letter of 24.05.2013 due from the date of transfer i.e. 18.01.2013), a formal NOC for redevelopment is issued by the Assistant Engineer (Imp)-II (Estates)' letter No AC/Estates/24758/A.E.(I)-II of 16.03.2013 annexed hereto and marked as **Annexure: “A3”**;

- g) Chief Officer, Mumbai Building Repairs and Reconstruction Board of MHADA issued the “No Objection Certificate” No R/NOC/F-2148/3196/ MBRRB-13 on 12th June 2013 to the Owner / Developers on the terms and conditions thereof and the same being revalidated from time to time subject to conditions therein;
- h) The Owner / Developers have obtained necessary approvals and permissions from the MCGM in terms of conditions and instructions of Intimation of Disapproval (IOD) No.EB/7117/FN/A dated 24th March 2015 and further amended plans dt.30-11-2015 annexed hereto and collectively marked as **Annexure: “A4”**.
- i) The erstwhile tenants/ occupants of the said Old Building have vacated the premises which were respectively occupied by them and thereupon the Owner/ Developers have demolished the said Old Building and commenced construction activity for the proposed building under the Commencement Certificate (CC) dated 28th August 2015 and further amended on 07-12-2015 with Full C.C. dated 08-01-2016 annexed hereto and marked as **Annexure: “A5”**, which, in effect, formalizes the permissible scheme of redevelopment.
- j) The new building proposed to be constructed on the said Plot of Land by the Owner/ Developers shall be in accordance with the present approvals and permissions from MCGM for ground with stilt and four podium levels *plus* fifteen upper habitable floors (aggregating to ground and stilt plus nineteen upper floors) sanctioned initially. The Owner / Developers intend to and is free and entitled to revise/ amend/ modify the plans for all the service areas including refuge areas and common facilities at their discretion as may be found convenient by them so as to realize maximum potential of development before the completion of the project till issuance of Occupancy Certificate (OC) or Building Completion Certificate (BCC) by MCGM and upto transfer of property as per statutory requirements;
- k) In the events that have happened as above and as per the Title Certificate dated 7th September 2015 annexed hereto and marked as **Annexure : “B”**, the Owner / Developers are seized possessed of and absolutely entitled to the said Old Property with clear and marketable title free from any encumbrances and reasonable doubts

and have begun and are continuing the redevelopment / reconstruction of the said Old Property;

- l) The Owner / Developers are empowered to sell on ownership basis and for valuable consideration the flats and other premises / exclusive rights (remaining after allotment to MHADA in terms of its NOC and to the erstwhile tenants / occupants as per their respective agreements of permanent alternative accommodation upon the terms and condition mutually agreed) in the new building to be known as “**Jade Vedant**” being constructed on the said Plot of Land as per the rules and regulations of the concerned authorities;
- m) The Owner/ Developers have appointed Architect, Structural Engineer, (R.C.C. Consultant), Licensed Surveyor and other service consultants to perform operations and procedure of commencing, carrying out and completion of the new proposed building being redeveloped/ reconstructed;
- n) As the Owner/Developers have availed of project finance facility from Piramal Finance Private Limited and registered the Indenture of Mortgage dated 30th March 2016 under No BBE-1-2703-2016, the sale of flat by the Owner/Developers as contemplated herein in the new building under construction on the said Plot of Land is with the consent / NOC from the mortgagee IDBI Trusteeship Services Limited;
- o) The Purchaser, with full knowledge and awareness for the title of the Owner / Developers and being satisfied about their intentions, right and authority to grant / permit / transfer / allot / sell various flats/ other premises and constructions/ exclusive rights contained therein and any of the specified premises as defined hereafter or part thereof which is to be ascertained at the Owner / Developers’ discretion, has approached the Owner / Developers and applied for and offered to purchase from the Owner / Developers the **Flat No.**_____ on the _____ **floor** of the new building to be known as “**Jade Vedant**” being constructed on the said Plot of Land (hereinafter referred to as the “**Flat**”) at mutually agreeable price and on the terms and conditions hereinafter appearing. Alongwith the said Flat, the Purchaser also applied for and offered to avail exclusive parking facility for **TWO** independent car parking at Ground floor to which solicitation the Owner / Developers have agreed. The Purchaser agree that he/she is/ they are interested in purchasing only the said Flat and

the consideration agreed to be paid by the Purchaser is for the purchase of the said Flat only and the Purchaser does not intend to make / is not interested in making a purchase of or retaining / reserving any undivided share right title interest in :

- i) car parking facility in the compound / at ground floor or under the stilt / podiums, whether covered or open to sky and whether on plain surface or in stack, other than the car parking facility applied for by the Purchaser to be availed of for his/her/their exclusive use;
 - ii) all open terrace / space at various levels including ground & stilt / various podiums/ floors in the building (except the part utilized or to be utilized for electric transmission room, water tanks, sewage treatment plants, garbage room, rain water collection tanks, D.G. Sets installation space, etc.) other than the right to access thereto;
 - iii) any benefits and rights reserved in the building whether constructed by consumption of FSI or exemption from FSI calculations including gym / fitness facility and all amenities therein, unless the Purchaser has participated to contribute in the capital cost as also maintenance cost thereof as herein elsewhere provided;
 - iv) spaces reserved for erection and display hoardings or logos on walls, etc., dish antennae or like facilities on the terrace or any part of the building or any of the walls thereof;
 - v) the compound wall/s and flower bed/s constructed in and around the building (hereinafter jointly and/or severally referred to the “**specified premises**”);
- p) The Purchaser has prior to the execution of this Agreement taken inspection and copies of all the hereinbefore recited documents, papers, plans and/or which are required to be disclosed as per the presently applicable provisions of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as “MOFA”) and is aware of the terms and conditions thereof and he/she/they/it has/have conceded thereto by agreeing to not raise any further requisitions or objections on any matter relating thereto and as flanking the statutory regulation for matters connected with promotion of construction, sale, management and transfer of ownership flats taking effect;

- q) The Purchaser is aware of the terms and conditions contained in MHADA NOC for redevelopment and confirms that the Purchaser shall not do any act by virtue of which the rights of the Owner / Developers are jeopardized in any manner;
- r) The Purchaser is aware of the Owner / Developers' (i.e. the present Lessees') Indemnity dated 25th May 2011 registered under No BBE-3-5272-2011 and Undertaking dated 21st February 2013 registered under No BBE-2-1025-2013 in favour of the MCGM (the Lessor) as also further undertaking(s) and indemnity/ies in favour of various statutory authorities (including for permitted open space deficiencies and further inconvenience in case of similar deficiencies permitted by various statutory authorities at any time in future to any neighbouring properties and any hardship/inconvenience in respect of mechanized parking/ car lifts) submitted or required to be further submitted in course of implementation of the redevelopment project and in compliance of requisitions for approvals by various authorities;
- s) It is expressly agreed that the Purchaser shall not claim from the Owner / Developers any fees / premium / demand / charges payable to the MCGM (the Lessor) in respect of transfer of lease of the said Plot of Land in favour of the Co-operative Organization as defined herein. In the event, the MCGM has in advance recovered from the Owner / Developers such transfer fees / premium / charges prior to the actual transfer of lease (after completion of the new building) in favour of the Co-operative Organization, then the Purchaser shall be liable and required to bear and pay / reimburse his/her/their proportionate share of the same to the Owner / Developers before being put into possession of the said Flat;
- t) The parties have agreed to enter into this Agreement to record the terms and conditions governing the sale by the Owner/Developers and purchase by the Purchaser of the said Flat and the terms and conditions, which will regulate and govern the inter se relationship between them;
- u) Under Section 4 of the MOFA, the Owner / Developers are required to execute a written agreement being these presents for sale of the said Flat unto the Purchaser. The Owner / Developers agree, within 4 months of the execution hereof, to accompany the Purchaser at the office of the concerned Joint Sub-registrar of Mumbai City to admit the execution hereof at the costs charges and expenses of the Purchaser:

NOW THEREFORE in consideration of the mutual contract and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **THIS AGREEMENT WITNESSETH** AND IT IS HEREBY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. ***Reading of the Agreement:***

- 1.1 The parties hereby declare agree and confirm that all the representations made in the recitals of the Agreement herein shall form the integral and operative part of the Agreement as if they are incorporated in the main body of the Agreement.
- 1.2 In this Agreement, unless the context specifies otherwise, reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to the other gender.
- 1.3 The words ‘include’ and ‘including’ are to be construed without limitation.
- 1.4 In this Agreement, headings are used for convenience only and shall not affect the interpretation of the Agreement nor shall limit the implementation of any of the provisions.
- 1.5 In this Agreement, reference to statutory provisions shall be construed as meaning and including references also to any amendment, consolidation or re-enactment (whether before or after the date of this Agreement), for the time being in force, all statutory instruments or orders made pursuant to a statutory provision and any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.
- 1.6 In this Agreement, reference to Clauses, Paragraphs and Schedules are references to those Clauses, Paragraphs and Schedules contained in this Agreement.
- 1.7 The references to knowledge, information and belief or awareness of any person shall be deemed to include the knowledge, information, belief or awareness such person would have if such person had made reasonable inquiries.

2. ***The Owner / Developers’ authority to redevelop :***

- 2.1 The Owner / Developers are absolutely entitled and authorized, in accordance with the plans, designs and specifications sanctioned and/or approved and which shall be amended / modified / varied / altered at the discretion of the Owner / Developers and/or the approving authority, to redevelop / reconstruct the said Old Property by

constructing the new building to be known as “**Jade Vedant**” on the leasehold land being Plot No 590A of Dadar-Matunga (South) Estate of the Municipal Corporation of Greater Mumbai (“MCGM”) admeasuring about 817.73 sq mts at Bhagwandas Narottamdas Road, Matunga (C. R.), Mumbai 400019 now in the registration sub-district and district of Mumbai City bearing Cadastral Survey No 693A/10 of Matunga Division more particularly described in the **First Schedule** hereunder written so as to exploit full plot potential thereof as also all the benefits directly and/or indirectly attached thereto without any limitation.

- 2.2 The Purchaser hereby agrees that the Owner / Developers shall be entitled to make variations or modifications in the aforesaid plans only as per rules and directives of the local authorities PROVIDED THAT the location / position and the admeasuring area of the said Flat as defined hereunder agreed to be purchased by the Purchaser shall remain unchanged, if specific / express consent of the Purchaser is not obtained for any variation in the said Flat as may be necessary.

3. ***The Contract:***

- 3.1 The Purchaser applied for and offered to purchase from the Owner / Developers and the Owner / Developers hereby agree with consent / NOC from IDBI Trusteeship Services Limited obtained by the Owner / Developers to sell to the Purchaser the residential Flat being **Flat No.**_____ on the _____ **floor** of the building to be known as “**Jade Vedant**” being constructed on the said Plot of Land as more particularly described in the **Second Schedule** hereunder written and shown on the floor plan thereof hereto annexed with red coloured boundary lines thereon and marked as **Annexure: “C1”** at or for the mutually agreed lump sum consideration of **Rs.**_____/ - (**Rupees** _____ **only**).
- 3.2 The aforesaid price agreed to be paid by the Purchaser to the Owner / Developers is for the carpet area of the said Flat but excluding any part of the said specified premises.
- 3.3 Subject to the statutory provisions and the rules and regulations the Purchaser herein shall, for no monetary consideration payable to the Owner / Developers, have the exclusive parking facility for TWO independent car parking at Ground Floor as identified and earmarked provisionally on the plan thereof hereto annexed and marked as **Annexure: “C2”**.
- 3.4 The Flat as mentioned in 3.1 (**Annexure: “C1”**) above and the parking facility as mentioned in 3.3 (**Annexure: “C2”**) above shall hereinafter collectively be referred

to as the “**Flat**”. No disputes ever be raised by the Purchaser or anyone claiming through the Purchaser against the Owner / Developers with regard to the specific parking facility agreed to be attached to the said Flat and for which no separate consideration is exchanged.

- 3.5 The Purchaser is made aware that there will be two car lifts connecting the ground / stilt with various parking / podium levels for the cars’ way in to / way out from parking on the podium levels/ exiting to the streets. The usual maintenance charges payable for the use of the same shall be payable by the Purchaser on demand.
- 3.6 The nature extent and description of common and/or limited common areas are mentioned in **Third Schedule** hereunder written.
- 3.7 The Purchaser agrees to sign and deliver to the Owner / Developers, at his cost before and after taking possession of the said Flat all writings, papers, documents, applications etc. as may be necessary or required by the Owner / Developers, to put the intention of the parties as reflected herein into complete effect.
- 3.8 **Internal Finishing** : The Owner/ Developer is providing specifications and amenities/ finishing as per list more particularly mentioned in **Fourth Schedule** hereunder written
 - 3.8.1 The Purchaser is aware and confirms that the agreed price as mentioned in the above clause does not include the consideration for carrying out the internal work being the internal finishing work including doors, kitchen, toilets, PoP, flooring, painting, plumbing and electrification within the said Flat which internal work has been agreed to be carried out by the Purchaser herein at his/her/their/its own cost, expenses, risks and consequences and within a period of six to eight months from availing of fit-out access to the said Flat so as to not delay the grant of OC without causing any nuisance and /or inconvenience to others.
 - 3.8.2. The Purchaser further agrees and undertakes to carry out and complete the said internal work in the said Flat strictly in accordance with the plans approved by the concerned authorities and shall not carry out any variation in work without obtaining the necessary and required prior permissions from the authorities concerned and the Purchaser further agrees to pay to the Owner / Developer the appropriate damages for any obstruction or nuisance caused to the Owner / Developers in any manner whatsoever and/or any other person/s and the Purchaser also agrees to pay to the Owner / Developers the appropriate compensation for the consumption charges of water, electricity and such other utilities in the course of carrying out the said internal work.

4. **Carpet area:**
- 4.1 The carpet area of the Flat is including door jambs, wall openings, niches as also the projections of structural members (columns / shear walls etc.), and also including all passages, decks, balconies, elevation treatment and / or any other area which the Purchaser is exclusively entitled to use / access as also including brick cladding of plumbing services for concealing the same within it. Such carpet area is measured between the cement plastered walls before application of any smooth plaster (gypsum / PoP) on bare shell basis prior to further application of any other finishing material like tiles etc. and is subject to workmanship tolerance / construction variances of +/- 2%.
- 4.2 Before being put in possession of the said Flat, the Purchaser shall be entitled to take final measurement of the said Flat for ascertaining the overall carpet area thereof with plastered walls before application of POP / cladding / paintings.
5. **The payment schedule :** The Purchaser has agreed to pay to the Owner / Developers the lump sum consideration amount or purchase price of Rs._____/ - in the manner as follows:

	Amount	Particulars
A	Rs_____/ -	(Rupees _____ only) as earnest money on or before the execution of these present (the payment and receipt whereof the Owner/Developers doth hereby admit and acknowledge and acquit, release and discharge the Purchaser)
B	Rs._____/ -	(Rupees _____ only) on or before _____
C	Rs._____/ -	(Rupees _____ only) on or before _____
D	Rs._____/ -	(Rupees _____ only) to be paid against the completion of entire RCC work on or before _____
E	Rs._____/ -	(Rupees _____ only) to be paid against completion of brick work of the said Flat tentatively on or before _____
F	Rs._____/ -	(Rupees _____ only) to be paid against completion of plaster of the said flat tentatively on or before _____
G	Rs._____/ -	(Rupees _____ only) to be paid against completion of windows and railings of the said Flat on or before _____
H	Rs._____/ -	(Rupees _____ only) to be paid against the Owner/ Developers offering permission for access to the said Flat

		to the Purchaser for fit-outs and internal finishing etc. tentatively on or before ____
I	Rs._____-/-	(Rupees _____ only) to be paid within 15 days from Receipt of Occupation Certificate and offering possession of the said Flat tentatively on or before _____.
	Rs._____-/-	T O T A L

Time as to payment of each of the installments shall be of the essence and the Purchaser shall be liable to pay interest @ 18% p. a. on all delayed payments from the due date thereof till the date of payment. The Owner / Developers shall not be bound to accept the payment of installment unless the same is paid alongwith the amount of the Service Tax and / or GST as applicable thereon and as mentioned hereinafter.

6. **TDS** : From the consideration amounts payable, the Purchaser shall deduct an amount of 1% of the consideration towards Income Tax under the provisions of Section 194IA of the Income Tax Act, 1961 and shall deposit the said amount to the credit of the Revenue and issue a TDS Certificate in favour of the Owner / Developers in the prescribed Form No 16B for the same, within 10 working days from the payment thereof.
7. **Service Tax and / or GST** : In addition to the consideration amount as mentioned hereinabove, the Purchaser shall also be liable to bear and pay Service Tax and / or GST proportionately as applicable while paying the installment amounts mentioned in the payment schedule hereinabove. Such payment of taxes shall also be an essence of contract, so for any delay in payment the Purchaser shall be liable to pay damages @ 12% p. a. to the Owner / Developers in addition to the applicable penalty / interest (by whatever name called) chargeable / recoverable by the concerned statutory authority.
8. **VAT** : The Purchaser has simultaneously with the execution of this Agreement paid to the Owner / Developers a sum of Rs._____-/- (Rupees _____ only) being the amount of VAT payable on this Agreement.
9. **Increase / revision in taxes** : If on account of any change / amendment in the present statutes or laws or rules or regulations or policies and / or enactment of new

legislation by the Central and / or State Government or the Corporation, any further or other amount of taxes or dues or duties or charges (by whatever name called) becomes payable hereafter in respect of the transaction as contemplated herein and / or any increase / revision in the aforesaid taxes is levied by the concerned authorities, then the Purchaser shall be solely and exclusively liable and responsible to bear and pay the same and in respect of such payment the Purchaser agree and undertakes to indemnify the Owner / Developers and their successors-in-title.

10. **Other payment Obligations of the Purchaser:**

10.1 The Purchaser shall alongwith the payment of last installment as mentioned in the payment schedule hereinabove, pay to the Owner / Developers the following amounts:

	Rupees	cost charges and expenses towards
(i)	Rs.____/-	share money application and entrance fee to the Society and formation charges
(ii)	Rs.____/-	being individual share of charges and expenses for securing permanent water, electric supply and piped gas connections to the new building on the said Plot of Land and the said Flat other than security deposit
(iii)	Rs.____/-	being individual share of charges and expenses for installation of D. G. Set/ Inverter or alternate electric supply for emergency power back up for common lighting and one lift to the new building
(iv)	Rs.____/-	being advance contribution of the outgoings other than municipal taxes and all other costs, charges, expenses of outgoings (on provisional basis @ Rs.85/- per sqmt per month) of the said New Flat for the period of 12 months commencing from the date of occupancy certificate and/or part-occupation certificate
(v)	Rs. [●]/-	(as and when determined) for statutory and other charges/ deposits including for municipal taxes, development cess / charges and other taxes, duties, levies, cess or fees during the period of construction estimated to be not less than Rs.1000/- per sq.mtr.
(vi)	Rs. [●]/-	(as and when determined and payable) towards proportionate share of fees / premium for transfer of lease in favour of Co-operative Organization formed of erstwhile tenants / occupants and sale purchasers estimated to be not less than Rs.4000/- per sq.mtr..
(vii)	Rs. [●]/-	(as and when determined) on pro-rata basis towards annual enhanced lease rent to MCGM during period of construction estimated to be not less than Rs.500/- per sq.mtr.
	Rs.____/-	(Rupees _____ only) [excluding item no (v) to (vii)]

- 10.2 These amounts are not refundable as well as not individually or separately accountable.
- 10.3 No interest will be payable by the Owner / Developers on the amounts specified herein.
- 10.4 Service Tax as may be applicable on these payments shall be borne and paid by the Purchaser.
- 10.5 It is hereby agreed that till the society is formed and if the Owner / Developers have opted not to insure the entire building at the costs of all the purchasers, then the Purchaser shall, at his/her/their/its own cost and efforts insure and keep insured the said Flat against any loss or damage by fire, earthquake etc. in the full value thereof in the joint names of the Owner / Developers and the Purchaser/s with such Insurance Company as the Owner / Developers shall approve and whenever required, produce to the Owner / Developers, the policy or policies of such insurance and the receipts for the same and in the event of the said Flat being damaged or destroyed by fire or earthquake etc. as soon as reasonably practical to lay out the insurance money in the repair, rebuilding or reinstatement of the said Flat.
- 10.6 In the event of the new building being insured by the Owner / Developers, the Purchaser agrees to reimburse to the Owner / Developers with the proportionate share of the insurance premium. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or premises or part of the new building or cause any increased premium to be payable in respect thereof or which may or is likely to cause nuisance or annoyance to occupiers of the other premises.
11. ***Payment clarification and liability :***
- 11.1 The Purchaser is well aware and so declare and confirm that the agreement for payment of the sums as stated herein **clauses 7, 8, 9 and 10** are over and above the purchase price as set out in **clause 5** hereinabove and also the various deposits and charges agreed to be paid by the Purchaser and the same shall not be set-off or adjusted against any other amount or amounts in any manner whatsoever.
- 11.2 The payment mentioned hereinabove does not include any payment towards maintenance / outgoings and other charges as applicable after OC as also for the exclusive services that may be rendered like Gym and Health Club. Such services, whenever provided, will have to be paid for separately.

- 11.3 All amounts, dues, charges, contributions, outgoings and deposits including amounts payable by the Purchaser to the Owner / Developers and statutory authorities under this Agreement shall always be paid and discharged punctually and not be withheld by the Purchaser for any unreasonable reasons and is the essence of the contract.
- 11.4 It shall be the sole and entire responsibility of the Purchaser to ensure the timely payment of the total consideration or the part thereof and / or the amounts payable hereunder either from his/her/their own sources or by availing of a loan from any banks / financial institutions and the Owner / Developers shall not be liable or responsible for any costs in connection with such procurement of any loan and / or mortgage of the said Flat.
- 11.5 The Purchaser shall indemnify and keep indemnified the Owner / Developers and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses on account of any action of such banks / financial institutions for the Purchaser's breach or otherwise.
12. ***Warranty of User*** : The Owner / Developers are duly authorized and entitled to sell various flats / other premises and constructions / exclusive rights and any of the specified premises as defined hereafter or part thereof contained in the proposed new building for all permitted uses. The said Flat allotted herein to the Purchaser is only for residential user and he will not be entitled for any change of user thereof. The car parking facility allowed to the Purchaser shall be used by the Purchaser for the purpose of parking his/her/their owned vehicles only.
13. ***The Owner / Developers' entitlements & the Purchaser's Covenants:***
- 13.1 The Owner / Developers shall, for all times in future, be entitled to use and/or consume F.S.I. and/or T.D.R. or other benefits and/or advantages of any nature whatsoever on the proposed new building and the said specified premises in such manner as the Owner / Developers, in their absolute discretion, think fit and proper. The Purchaser shall not take any objection for the aforesaid.
- 13.2 The Owner / Developers shall be entitled to consume additional and/or balance F.S.I. now available or which may hereafter become available at any point of time under the existing/ revised / forthcoming Development Control Regulations or by reasons of any special incentive /concession / improvement granted by the MCGM or any other authorities and shall also be entitled to receive any benefit including monetary

gain or compensation as may be payable by the authorities or any other person in such respects.

- 13.3 The owner/Developer shall give their “no objection” to any financial company/bank or otherwise without withholding unreasonably but without any liability on the Owner / Developers in the event that the Purchaser procures a housing loan against the security of the said Flat.
- 13.4 Before the lawful transfer of property by the Owner / Developers unto the Co-operative Organization as defined herein, save and except to the said Flat hereby agreed to be sold to the Purchaser, there shall be no claim of the Purchaser on any other portion of the leasehold land being Plot No 590A of Dadar-Matunga (South) Estate alongwith the proposed building presently being constructed thereon or any part thereof by way of partition or otherwise (including for the facilities/amenities for recreation/comfort of the occupiers which may be located in constructed spaces that have been consumed in / exempted from FSI by the concerned authorities) which is and shall always remain undivided and non-partitionable.
- 13.5 The open spaces, parking spaces, stilts and podium areas, lobbies, staircases, recreation spaces, walls, compound wall, lifts, terraces, other amenity and service areas will remain to the paramount benefit and right of the Owner / Developers, who are and shall be entitled to permit / allow exclusive use right and access to it or any portion of it, sell, transfer, deal with or dispose of the same for valuable consideration or otherwise in any manner the Owner / Developers deem fit and proper.
- 13.6 The Purchaser, independently and/or as member of the Co-operative Organization, shall not raise any claim, demand, objection or hindrance to the utilization conferment and / or disposal of any exclusive rights by the Owner / Developers unto their acquirer/s.
- 13.7 The Purchaser hereby unconditionally and irrevocably agrees, confirms and consents to the Owner / Developers that the Owner / Developers shall be free and entitled to sell and/or allot terraces adjoining and /or attached or connected to the respective premises and/or otherwise howsoever situated without restricting free access to the portion of the area locating overhead water tanks and lift machine rooms situated on top of the building to the interested purchaser of the adjoining or connected premises and/or any other premises purchaser for consideration as may deem fit and proper to the Owner / Developers and that the Purchaser herein shall not have any objection to the private and exclusive use of such terrace/s by such premises purchaser who has

- agreed to purchase such terrace/s not forming part of the common area/ amenities of the new building.
- 13.8 Similarly the Owner / Developers shall be free and entitled to sell and/ or allot for their own benefit any covered or open area adjoining to and/ or attached or connected to the specific premises and / or otherwise howsoever at any level of the new building which is not forming part of the designated common area/ amenities.
- 13.9 The refuge areas that will be constructed/ made available in accordance with Chief Fire Officers requirements shall be available for refuge and shelter in case of fire and emergency to all the occupants in the building but no one shall claim any other right to the same and interfere with the adjoining occupier's exclusive use and maintenance of the same provided such adjoining occupier shall maintain and keep the refuge area open in such condition so that in case of emergency, it can be freely accessed and used for the purpose for which it is constructed / made available by concerned officers / department.
- 13.10 The acquirer of any exclusive right and facility shall not claim any additional undivided share in the land FSI / Potential (at any time in future) other than in proportion of carpet area of his / her flat.
- 13.11 The Owner / Developers and / or the Co-operative Organization shall be entitled to take action against the Purchaser (including the termination of this agreement) if he/ she / they do not pay his / her / their proportionate share of the said Outgoings every month and the same remain in arrears for three months.
- 13.12 The Owner / Developers, in respect of any amount remaining unpaid by the Purchaser under the terms and conditions hereof, shall have first lien and charge on the said Flat agreed to be purchased by the Purchaser.
14. ***Ownership responsibilities:*** The said Flat agreed to be sold to the Purchaser on ownership basis is founded on the Purchaser's acceptance and confirmation to abide to all terms conditions obligations more particularly set out in **Fourth Schedule** hereunder written as commonly agreed abided by all the occupiers (including the Purchaser) in the proposed new building and / or their respective heirs, executors, administrators or assigns in whosoever hands the said Flat may come.
15. ***Co-operative Organization (Society):***
- 15.1 Within six months after completion of the entire redevelopment and sale of all the flats in the proposed new building and subject to all the purchasers having made full

payment of the entire consideration amount including all the amounts, dues, charges, contributions, outgoings and deposits including amounts payable by the Purchaser to the Owner / Developers and statutory authorities to be paid as agreed hereunder, the Purchaser along with other occupiers in the proposed building shall whenever required by the Owner / Developers join in forming and registering a co-operative housing society/ limited company/ (condominium) association of apartment owners (hereinafter referred to as the “*Co-operative Organization*”).

- 15.2 The Purchaser agree to sign and execute all papers, documents, applications for registration and/or membership necessary for the formation and the registration of the Co-operative Organization from time to time and return to the Owner / Developers within ten days of the same being forwarded by the Owner / Developers to the Purchaser so as to enable the Owner / Developers to process further.
- 15.3 The Purchaser shall accept all or any changes or modifications, if made in the draft bye-laws / Memorandum and Articles of Association, by the Owner / Developers and/ or the Registrar of Co-operative Societies / Companies, as the case may be, or any other competent authority.

16. ***Transfer of property :***

- 16.1 After formation and the registration of the Co-operative Organization, the Owner / Developers will assign and transfer and / or cause to assign and transfer the leasehold rights in the said Plot of Land alongwith the completed building (presently proposed) thereon by an appropriate document of transfer / assignment as per norms of the MCGM unto and in favour of the Co-operative Organization, subject, however, to the costs charges and expenses of transfer premium and fees, stamp duty, registration and any other charges payable therefor to the concerned authorities being borne and paid by the Co-operative Organization (including the Purchaser).
- 16.2 As per present policy, MCGM is levying 10% of RR value of land as transfer fees / premium for transfer of lease in favour of Co-operative Organization of erstwhile tenants/occupants and sale purchasers and same is recovered not after the transfer but demanded before the transfer at the time of NOC for Occupation Permission. If it is so demanded and recovered, the Purchaser agrees to pay to the Owner/ Developers his/her proportionate share before taking possession of the said Flat.

17. ***Outgoings obligation of the Purchaser :***

- 17.1 On and from the 8th day of the date of OC and notifying to offer possession (regardless of whether the Purchaser takes possession of the said Flat or not), the Purchaser's liability shall commence to pay the common area maintenance charges (*inter alia* for the maintenance of the said Flat / building and operationalization of all services and its appurtenances) as also property taxes (as may be determined from time to time by the concerned authorities), Co-operative Organization and other operational charges of utility connection and distribution expenses of water and electricity, pipe laying / pipe gas connection charges, fire-fighting services, lift installation including car lifts and mechanical (parking) stacker, if any, building protection and upkeep deposits, insurance premiums, those of the said specified premises as are not exclusively permitted to be used by any person and are handed over to the said Co-operative Organization, charges/ salaries of facilities management workforce (clerks, chowkidars, sweepers, housekeeping, liftmen etc.) and the lease rent (enhanced or otherwise) payable to the MCGM also other levies and charges alongwith applicable direct and / or indirect taxes (hereinafter referred to, in generality, as the “**Outgoings**”) in proportionate share for the said Flat.
- 17.2 Notwithstanding anything contained in this agreement, the Purchaser hereby agree to contribute and pay his/her/their/its proportionate share towards the municipal taxes and all other costs, charges, expenses of outgoings for the period commencing from the date of occupancy certificate and/or part-occupation certificate. Such share is to be determined by the Owner / Developers having regard to the area of each unit.
- 17.3 The Purchaser agrees to make payment of an estimated amount of the said Outgoings for the first 12 months within 30(thirty) days from the date of offer of possession for fit-outs. The said on-account amount will remain with / expended by the Owner / Developers.
- 17.4 It is expressly agreed that the payment of the said on-account amount shall not absolve the Purchaser from his / her share of monthly contribution towards the said Outgoings even if the Purchaser's share is not determined. Any delayed payment of the said amount shall carry interest at 18% p. a. quarterly compounded.
- 17.5 The Purchaser will not be entitled to ask for adjustment of the deposit amount mentioned herein against the expenses, municipal taxes and outgoings.
- 17.6 The Owner / Developers shall be at liberty without being bound to do so to appropriate from the said on-account money the dues by the Purchaser for his/ her/ their liability of the said Outgoings.

- 17.7 The Owner / Developers, shall after formation of the said Co-operative Organization and handing over of administration of the Society in or after its First General Meeting, hand over to the Co-operative Organization the balance amount, if any, remaining with the Owner / Developers from the sums received from the Purchaser as advance contribution or deposit towards outgoings after adjusting all dues and amounts paid on behalf of the Purchaser on such count.
- 17.8 If, however, the Owner / Developers would have spent more sum than that received for and on behalf of the Purchaser towards outgoings, then the Owner / Developers shall be entitled to recover the same from the Purchaser before being obliged to comply and / or continue with the responsibility as mentioned herein cl 16 hereinabove.
18. ***Time for payment - essence of contract :***
- 18.1 It is hereby expressly agreed that the time for all payment as herein set out as well as payment of each of the aforesaid installments of the purchase price as set out in **clause 5** above and other payments as mentioned in **clauses 7, 8, 9, 10 and 11** above shall be of the essence of the contract.
- 18.2 The Purchaser shall be bound to pay the amount of installments within 7 days of the due date or dates so specified hereinabove to the Owner / Developers and as per the demand raised by the Owners/Developers.
- 18.3 In the event of the Purchaser making any default in payment of any three installments of the purchase price or any amount stated herein on its due date, the Owner / Developers will be entitled to terminate this Agreement subject to 30 days notice period to rectify the default. The Owner / Developers will be entitled to sell and / or dispose of the said Flat in favour of any other person only if the Purchaser has failed to rectify the default within such notice period as mentioned above for the termination of this Agreement. And in that event all the monies paid hereunder by the Purchaser shall be refunded to the Purchaser by the Owner / Developers (but without any interest, compensation, damages or cost) within sixty days after the termination of this Agreement or from and out of the sale proceeds received from new allotment of the said Flat whichever is earlier.
19. ***Warranty:***
- 19.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment or transfer or deemed conveyance in law of the said Flat

and / or the said Car Parking in favour of the Purchaser until the possession thereof is offered by the Owner / Developers to the Purchaser and the Purchaser accepts the same by recording the Undertaking for Possession Obligations in favour of the Owner / Developers.

- 19.2 By reason of the present agreement, there is and shall be no breach or default of any agreements, covenants, commitments with banks, lenders, financial institutions, agents, contractors or other third parties with regard to any contracts, agreements, businesses, entities, which would have a substantially negative financial impact on the net assets or activities of the project.
- 19.3 There are no legal, quasi-legal, administrative or arbitration proceedings or other claims, actions of any nature whatsoever pending by or against the Owner / Developers or to which the Owner / Developers or the said Old Property is a party.

20. ***Possession of the said Flat:***

- 20.1 Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder, the Owner / Developers intend to and will endeavour to provide the said Flat to the Purchaser for fit-outs within 24 months from the date of CC.
- 20.2 Within a period of 6(six) months from the date of offer of access for fit-outs of the said Flat, the Owner / Developers shall endeavor to make available significant common areas and amenities and endeavor to complete Occupation Permission for the said Flat tentatively upto 30-06-2018.
- 20.3 The Owner / Developers shall, without being liable to the Purchaser, be entitled to a grace period of 3(Three) months beyond the aforesaid date for receiving O.C. of the said Flat. The date on which the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation) shall be deemed to be the date of possession. The Developers shall formally record the date of possession against obtaining Undertaking of Possession Obligations of the Purchaser and indemnity bond for tax liabilities till its assessments are completed.
- 20.4 Under no circumstances, the possession of the said Flat shall be given to the Purchaser unless and until all payments together with accrued interest, if any, required to be made under the Agreement by the Purchaser are made in full to the Owner / Developers.

21. **Reasonable time extension** : The Owner / Developers shall *ipso facto* be entitled to reasonable extension of time for giving delivery of the said Flat on the aforesaid date to the Purchaser, if the completion of building in which the said Flat is situated is delayed on account of ~
- a) Non-availability / shortage of Steel, Cement, other building material, water, electric supply, sewage or drainage lines, labour problems etc;
 - b) War, Civil Commotion or act of God;
 - c) Any notice, order, rules, notification of the Government, Court and/or other public or competent authority to stop work for no fault of the Owner / Developers;
 - d) Non-payment or late payment of installment/s of purchase price by the Purchaser/s to the Owner / Developers;
 - e) Delay in occupation permission of the said Flat due to delay in sanctions / approvals from statutory authorities and
 - f) Any other technical reason / circumstances beyond the reasonable control of the Owner/ Developers and / or their agents.
22. **Delay in possession** :
- 22.1 In the event the Owner / Developers fail to offer the possession by the aforesaid date and the aforesaid grace period, then within 30(thirty) days of expiry of such grace period, the Owner / Developers shall inform the Purchaser the revised date by which the said Flat would be likely to be ready.
- 22.2 If the Owner / Developers fail or neglect to give possession of the said Flat to the Purchaser on account of reasons beyond their control and /or of the agents as per the provisions of Section 8 of MOFA by the aforesaid date, then the Owner / Developers shall be liable, against termination of this agreement and on demand by the Purchaser to refund to the Purchaser within six months of such demand the amount already received by the Owner / Developers in respect of the said Flat with interest thereon as may be prescribed by the MOFA from the date the Owner / Developers received the respective installments till the date the amount is refunded. In such an event, any reimbursement of stamp duty, MVAT, service tax received by the Owner / Developers on account of the Deed of Cancellation will be reimbursed to the Purchaser within 30 days of its credit / adjustment confirmation received by the Owner / Developers from the concerned statutory authorities.
- 22.3 The Purchaser agree that the Owner / Developers' sending the said amount by cheque at the address of the Purchaser, whether the Purchaser accepts and encashes the

cheque or not, will amount to refund of the amount so required to be refunded and thereafter neither party shall have any other claim against the other in respect of the said Flat or arising out of this Agreement and in the event of the Purchaser demanding refund, the Owner / Developers shall be at liberty to agree to allot the said Flat to any other person upon such terms and conditions as the Owner / Developers may deem fit.

23. ***Defect liability :***

- 23.1 Within 21 days of the Owner / Developers accepting the Purchaser's request for the permission to access the said Flat for fit-outs or notifying to offer the possession, as the case may be, the Purchaser shall pay the balance consideration amount (together with accrued interest, if any) and all other dues and deposits payable by the Purchaser and inspect the said Flat thoroughly and point out defects, if any, in construction and/ or amenities and take such possession only after rectification thereof is carried out.
- 23.2 The Purchaser, upon being delivered the possession of the said Flat, shall be entitled to the personal use and occupation of the said Flat and thereupon the Purchaser shall have no claim against the Owner / Developers in respect of any item of work in the said Flat.
- 23.3 Any defect noticed within a period of 24 months from the date of OC in the materials used in construction of the said Flat or workmanship, shall, wherever possible, be rectified by the Owner / Developers without further charge to the Purchaser and in the alternative; the Purchaser shall be entitled to receive from the Owner / Developers reasonable compensation for such defect.

24. ***No structural / unauthorized changes by the Purchaser:***

- 24.1 If any defect is noticed in respect of the item/s of work carried out by the Purchaser himself / herself / themselves and further that if the Purchaser carried out any structural and/or unauthorized changes in his/her/their Flat or its appurtenances, then the Owner / Developers shall not be held responsible for the same.
- 24.2 After possession of the said Flat is handed over to the Purchaser, if any statutory authority requires any additions or alterations in or about or relating to the said building and/or the said Flat to be carried out, the same shall be carried out by the Purchaser and the acquirer/s of the other Flat in the proposed building at their own costs and the Owner/ Developers will not in any manner be responsible for the same.

25. ***Undertaking of the Purchaser including assigns:***
- 25.1 Unless the context otherwise suggests or warrants, all obligations, conditions and liabilities herein imposed upon and agreed by the Purchaser, whether expressly or impliedly, shall, in the same manner as the covenants running with the land, be binding upon all further purchaser(s) or assigns of the said Flat from the Purchaser herein including any person acquiring any interest in the said Flat by way of a sale, lease, inheritance or by reason of law.
- 25.2 The obligations and liabilities on the part of the Purchaser shall remain in full force and effect as far as he is concerned even after the formation of the said Co-operative Organization and enforceable as such.
- 25.3 Each of the representations and warranties herein shall be construed as a separate representation, warranty, covenant or undertaking, as the case may be, and shall not be limited by the terms of any other representation or warranty or by any other term of this Agreement.
26. ***Non-waiver*** : Any delay or indulgence shown by the Owner / Developers and / or the Co-operative Organization in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser, shall not be construed as a waiver, on the part of the Owner / Developers and / or the Co-operative Organization, of any breach or non-compliance by the Purchaser of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Owner / Developers.
27. ***Service:*** All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served (whether accepted or not) if sent to the Purchaser at his/ her address specified in the title of this Agreement or to the e-mail id _____.
28. ***Document registration:*** The Purchaser, at his/her/their own costs charges and expenses, shall after execution hereof present this Agreement at the proper registration office within the time limit prescribed by the Registration Act, 1908 and the Owner / Developers through their duly authorized signatory will attend such office on being informed sufficiently in advance by the Purchaser to admit execution thereof. However, the Owner / Developers shall not be responsible or liable for any delay or default in such registration.

29. **Finality :**

- 29.1 The parties agree that the Agreement, Schedules, Annexures and Exhibits and Amendments thereto, constitute the entire contract between the parties concerning the subject matter hereof. The terms and conditions of this Agreement override, supersede, cancel any prior oral or written arrangements, negotiations, commitments, writings, discussions, representations and warranties made by the parties.
- 29.2 This Agreement has been duly executed and delivered by the parties and constitutes legal, valid and binding obligations of the parties and is enforceable in accordance with its terms.
- 29.3 The execution of all relevant documentation is in form and substance mutually acceptable to the parties, including the present agreement.

FIRST SCHEDULE

ALL THAT piece and parcel of the property being Plot No 590A of Dadar-Matunga (South) Estate of the Municipal Corporation of Greater Mumbai admeasuring about 817.73 sqmts at Bhagwandas Narottamdas Road, Matunga (C. R.), Mumbai 400019 now in the registration sub-district and district of Mumbai City bearing Cadastral Survey No 693A/10 of Matunga Division with former building known as “Seth Kalyandas Vithaldas Kapol Niwas, Matunga” assessed to municipal taxes and repair cess in “A &C” Categories under “F-N” Ward No 7031(1A) and Street No 9 Road No 30 Parsi Colony and bounded as follows : that is to say~

- On or towards the North : By 60’ Bhagwandas Narottamdas Road
- On or towards the South : By Plot No590 of the said Estate
- On or towards the West : By Plot No590 of the said Estate leased to the Matunga Kapol Nivas Co-operative Society Limited
- On or towards the East : By Plot No591 of the said Estate.

SECOND SCHEDULE

All that the flat being the **Flat No.**____ admeasuring ____ sq mts carpet area on the __ **floor** in the building consisting of stilt with ground floor and four podium levels *plus* fifteen upper habitable floors sanctioned initially (aggregating to ground with stilt and nineteen upper floors) to be known as **Jade Vedant** being constructed on the plot of land more particularly described in the First Schedule hereinabove and the exclusive parking facility for ____ independent car parking at ____ Floor.

THIRD SCHEDULE

The nature, extent and description of the “Common Area and Facilities” and of the “Limited Common Areas and Facilities” shall be as under:

Common Areas and Facilities (Amenities)

- (i) enclosed entrance lobby of the building in the stilted area of the building;
- (ii) compound of the building i.e. the open area (other than the stilted area) appurtenant to the built-up area of building not specifically allotted to anyone for exclusive use and excluding the open car parking spaces in the compound allotted / to be allotted to the Flat holders and garages if any existing at present or retained, and if permitted and constructed in future;
- (iii) staircase of the building including mid-landing for the purpose of ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping;
- (iv) portion of terraces, over and above to any habitable construction and at the topmost floor/ level of the building which are not exclusively allotted to anyone and left out for free access to the water tanks and lift machine rooms;
- (v) servants’ toilet, if any, at corresponding floor level constructed free of FSI and not exclusively allotted to anyone;
- (vi) Flat, if any, constructed as society room;
- (vii) Passenger / service lift/s, lift machine room, underground and overhead water tanks, including fire-fighting systems and water tanks, pump room;
- (viii) electric meter room, D.G. Set space (room), rain water collection tank (if any provided), STP (if any provided), solar system (if any provided), letter box room (if any provided);
- (ix) refuge area will be freely accessible only in case of necessity for shelter / refuge in case of fire or emergency.

Limited Common Areas and Facilities

- (1) lift lobbies / landing in front of the stairs and lift/s on the floor on which the said Flat is located as a means of access thereto available to all occupants and visitors but not for the purpose of storing or as a recreation area or for residence.
- (2) car lift/s provided and serving to podium parking to be limited for the use of the Flat-holders who are allowed / permitted the parking facility on such podium levels.

FOURTH SCHEDULE

➤ **GENERAL SPECIFICATIONS & AMENITIES TO BE PROVIDED:**

- 1) Building shall be in R.C.C. Frame Structure (as per ISI building codes with durable concrete criteria & seismic earthquake resistance).
- 2) Floor to Floor height of 10'6" (3.2 mt).
- 3) External walls Double coat sand faced plaster & Acrylic Texture Treatment for long lasting waterproofing
- 4) Branded Acrylic or equivalent paint on external walls. (Asian Paints- Apex/ICICI- Weather Shield/ Imported Latex paints or equivalent).
- 5) Branded (Toshiba/ Schindlers/ Johnson/ Eros /Equivalent) Hi Speed Automatic elevators with Fire Safety & Auto Rescue Devices.
- 6) Designer entrance lobby with Imported Marble, Fancy Brass & Glass, light fittings etc.
- 7) Polished Marble / Kota / Vitrified Marble/ Equivalent to be provided for Stair Case.
- 8) Mirror Polished Granite Lift Dado/ Vitrified tiles flooring to be provided in the common passage landings of all floors.
- 9) Fancy and Efficient light fittings to be provided in the common passage on each floor i.e. designer passages on each floor
- 10) Building Compound & Car Parking area will be tiled with Pavers / paving tiles/ Tremix Finishing.
- 11) Servants Toilet at each landing or Mid Landing and common toilet at ground floor if approvable free of FSI.
- 12) Common Intercom and Video Door Phone Security system in all flats.
- 13) Society office, Electric Meter room, gymnasium or fitness center as may be approved free of FSI.
- 14) Decorative, Modern and Stylish Elevation through reputed Architects.
- 15) Security Cabin / Desk in the building.
- 16) Underground And Overhead Tank with sensor controlled automatic pumping facility.
- 17) Bore well facility as per feasibility and as per rules.
- 18) Fire Fighting System as per CFO specifications.
- 19) Provision for Piped / Mahanagar Gas Connection.

* The internal finishing of flat is agreed to be carried out by the Purchaser by his/ her own agencies at their own cost.

FIFTH SCHEDULE

The ownership rights of the said Flat agreed to be conferred upon the Purchaser to enjoy the usage upon possession thereof being handed over to the Purchaser as contemplated herein are coupled with the further stipulations conditions and obligations (that are of the essence of contract) to :

- a) maintain the said Flat and keep the sewers, drains, pipes and all other services at the Purchaser's own cost in good tenantable repair and proper condition and not do or suffer to be done anything in or to the building or to the staircase / any passage against the rules, regulations or bye/laws of the concerned local authority and/or the said Co-operative Organization nor shall he/she/they change/alter or make addition in or to the said Flat or any part thereof including the windows and / or grills, if any, provided by the Owner / Developers;
- b) not store in the said Flat any goods which are of hazardous or combustible nature or are so heavy as to damage the construction or structure of the building or storing of which goods is objected to by the concerned local or other authorities and shall not carry or caused to be carried heavy packages or furniture along the staircase which may damage or are likely to damage the staircase, common passage or any other structure in the building including entrance of the building and in case any damages caused on account of negligence or default of the Purchaser in this behalf, then the Purchaser shall be liable for the costs and consequences thereof;
- c) not demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any additions or alternations of whatsoever nature in or to the said Flat or any part thereof, or any alternations in the elevation/façade and outside colour scheme of the building / waterproofed areas / plumbing or electrical lines in particular so as to support shelter and protect the other part of the building and shall not chisel or in any other manner damage the columns beams walls slabs or RCC Pardis or other structural members in the said Flat;
- d) not do or permit to be done any act or thing which may render void or voidable any insurance or whereby any increased premium shall become payable in respect thereof;
- e) not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in compound or any part / portion of the building;
- f) not put any wire, pipe, grill, plant or any articles or storage outside the said Flat and not dry any clothes in any area which is visible from the external façade;
- g) to put / install Air-Conditioners in service ducts at place provided for it and not at any other place;

- h) conduct him/her/itself in a reasonable manner in line with widespread social behaviour and not cause any damage to the reputation or bring disrepute to or cause nuisance to any other occupants;
- i) observe and perform all the rules and regulations or by-laws (including operating instructions) which the Co-operative Organization may adopt at its inception and the additions, alterations or amendment thereof that may be made from time to time for the protection and maintenance of the said building including those of the concerned local authorities and / or the government and other public bodies;
- j) not require (even through the Co-operative Organization) the Owner / Developers to contribute proportionate share of the said Outgoings and all other charges of any nature whatsoever (save and except the municipal assessment taxes only) in respect of the unoccupied Flat not allotted / not disposed of / unsold by the Owner / Developers;
- k) permit the Owner / Developers and / or the said Co-operative Organization / their servants and agents, whether with or without workmen and others at all reasonable times, to enter into and upon the said Flat and/or the building or any part thereof to view and examine the state and condition thereof;
- l) not resist or refuse signing and furnishing any undertaking in the format given by the Owner / Developers at the time of receiving fit-out access (if sought by the Purchaser) and possession of the said Flat and referring to the continuing liability to duly observe and comply with various stipulations contained in this Agreement as also those as may be required by the concerned local authorities and also for discharging of any present / future statutory levies taxes duties charges cess premia of all nature whether with retrospective or prospective effect;
- m) abide by and comply with the terms and conditions as also the undertakings and indemnities agreed / to be agreed for commencing, carrying out and completing the construction and the transfer / assignment of lease of the land and the new building constructed thereon unto the Co-operative Organization in all respects;
- n) not at any time limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interest, privileges or authorities reserved by, or retained or granted to the Owner / Developers. The Purchaser and the Co-operative Organization shall be bound to render to the Owner / Developers all necessary assistance and co-operation to enable them to exercise and avail of the same including to utilize, construct, dispose and/or consume any additional and/or increased F.S.I. (whatever be its nomenclature) now available or which may hereafter become available at any point of time on any

account etc. which shall absolutely and exclusively belong to and be available to the Owner / Developers in which the Purchaser and/or the said Co-operative Organization disclaim any rights, benefits or interest whatsoever;

- o) permit the Owner / Developers to keep and/or store any construction materials, on any portion of the said Property and/or to have additional electricity supply and/or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary and not to take any objection or otherwise on the ground of any nuisance, noise and/or of light, ventilation and/or of density and environment or otherwise directly and/or indirectly not do any act, deed, matter or thing whereby the Owner / Developers may be prevented from putting any such additional and/or new construction and/or vertical extension. Such further construction shall, as and when the same be laid out, constitute a part of the building the Owner / Developers having reserved to themselves the right to put up the same further without being objected to or obstructed by any of the Flat-purchasers / occupiers (including the Purchaser herein) in the building;
- p) confirm having given his/her/their express consent as deemed under the provisions of section 9 of MOFA to the Owner / Developers to create a charge over or mortgage of the said Property on the express understanding that any such charge, if created in respect of the said Flat, shall be cleared by the Owner / Developers at their own expenses before the Flat is handed over to the Purchaser and the same if created in respect of the said Property, shall be cleared by the Owner / Developers at their own expenses before execution and registration of appropriate document of transfer / assignment as mentioned in cl 16 hereinabove;
- q) be exclusively responsible and answerable for carrying out any unauthorized addition or alteration by the Purchaser himself/herself/themselves and / or his/her/their agent and the Owner / Developers, then, shall not be responsible for any liability and/or responsibility in respect thereof including for any loss or damages that may be suffered by the Purchaser while restoring the exterior of the building to its original condition and also as to bringing occupation certificate or otherwise;
- r) acquiesce that the exclusive facilities / limited facilities or part thereof are not the common areas / amenities and further agree and undertake to not to claim any right, title or interest therein on the ground that the same constitute common areas and facility;

- s) acquiesce his/her/their express no objection for exclusive usage and benefit of the pocket terraces and open areas, if any, attached to any Flat by the respective purchaser and/or allottee(s) thereof;
- t) not to cause any impediment / obstruction to the Owner / Developers to commercially exploit either by themselves or through any third party any of the said specified premises and facilities, fixtures, fittings and amenities, which are not specified in the Third Schedule;
- u) not sell and transfer the said Flat or the benefit of this agreement and/or not create third party rights unless with prior written consent of the Owner / Developers and / or the said Common Organization.

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

SIGNED AND DELIVERED by the)
within named **Owner / Landlords**)
Messrs **NATIONAL HAPPY HOMES**)
PAN: _____)
through two of the partners)
_____)
_____)
In presence of)
1.)
2.)

SIGNED AND DELIVERED by the)
within named **PURCHASER**)
_____)
PAN: _____)
in the presence of)

1.)

2.)

R E C E I P T

RECEIVED from the withinnamed Purchaser, _____ a sum of **Rs.**_____/-
(**Rupees** _____ **only**) being the earnest money/ deposit paid by them to us for **Flat**
No._____ on _____ **Floor** as per following details:

S. No	Cheque No.	Date	Name of Bank	Branch	Amount
1					
					Rs. _____/-

Date :

We say received
For NATIONAL HAPPY HOMES

Witness:

- 1.
- 2.

Partner
(The Owner/ Developer)

Note : All payments are acknowledged subject to its realisation in our account

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DATED THIS DAY OF 2017

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NATIONAL HAPPY HOMES

... The Owner / Developers

AND

... The Purchaser

AGREEMENT FOR SALE

BUILDING PROJECT NAME:

“JADE VEDANT”

Plot No 590A, Bhagwandas Narottamdas Road,
Matunga (C.R.), Mumbai 400019

FLAT No. _____

FLOOR: _____