

AGREEMENT FOR SALE made at Mumbai this ____ day of _____ 2017.

BETWEEN

M/s. NEMINATH CONSTRUCTION, a partnership firm duly constituted under the provisions of the Indian Partnership Act, 1932, having its registered office at 132A, Bombay Talkies Compound, Himasuraj Road, Opp. Aruna Hotel, Malad (West), Mumbai – 400064, hereinafter referred to as “the Promoter/Developer” (which expression shall unless it be repugnant to the context or meaning thereof mean and include its present partners and from time to time constituting the said firm and all heirs, executors, administrators of the last surviving partners and their permitted assigns) of the ONE PART;

AND

(1) Mr./Mrs _____, aged ____ years, residing at _____, and (2) Mr./Mrs _____, aged ____ years, residing at _____,

hereinafter referred to as “the Flat Purchaser/s” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individuals his/her/their heirs, executors, administrators, permitted assigns, in case of Company its successors and permitted assigns and in case of the firm, such firm, its partner/s or survivor/s and heir executors, administrators and permitted assigns of last such survivor) of the OTHER PART;

WHEREAS:

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i. One Kandivali Shiv Krupa Co-operative Housing Society Limited i.e. a co-operative Housing Society duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, bearing registration no. Bom/Hsg/R/9688 of 1984 dated 30.03.1984 and having its registered office at Opp. Municipal Garden, S.V.P Road, Kandivali (West), Mumbai – 400067 (hereinafter for the sake of brevity referred to as the “Society”), is the Owner and as such Owner is well and sufficiently entitled to all that piece or parcel of land or ground together with building known as “Kandivali Shiv Krupa” consisting of ground + 4 upper floors comprising of 8 shops, 1 nursing home and 16 flats (since demolished and then occupied by its members), situate, lying & being at Sardar Vallabhbhai Patel Road, Kandivali (W), Mumbai-400067, Village Pakhadi, Belwadi, Malad, Pot Takadi, Bandra District, Mumbai Suburban and in the registration district & sub- district of Mumbai City & Mumbai Suburban and containing by admeasurements 1213.18. sq. metres equivalent to 1451 sq. yards or thereabouts and bearing Plot No.36, C.T.S Nos.363, 363/ 1 to 6 in the Municipal R-South Ward (hereinafter for the sake of brevity referred to as the “said property”) and is more particularly described in the First Schedule hereunder written, pursuant to a Deed of Conveyance dated 23rd October, 2010, duly registered with the Sub-Registrar of Assurances, Mumbai under Serial No. BDR-16/12886/10 dated 23rd December, 2010.

(ii) By virtue of a Development Agreement dated 23rd December, 2010 made and executed between the Society herein therein referred to as the Society of the One part and (1) Laxmikant H. Rupapara of Flat nos.1, 2 and 3, (2) Amit V. Gokani of Flat no.11, (3) Dipen K. Shah of Flat no.12, (4) Hemal D. Gelani of Flat no.13, (5) Madhusudan B. Shah of Flat no.14, (6) Harish P. Jethwa of Flat no.15, (7) Sharavan M. Vyas of Flat no.21, (8) Bhikalal B. Doshi of Flat no.22, (9) Kantaben S. Bhatt of Flat no.23, (10) Nalinkumar V. Shah of Flat no. 32, (11) Kalpana G.

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Parekh of Flat no.33, (12) Mahipal M. Shah of Flat no.34, (13) Sureshchandra Shah of Flat no.35, (14) Yatin L. Samani of Flat no.44, (15) Rasiklal J. Ruparel of Flat no.45, (16) Kanta D. Rajani of Shop no.1, (17) Champak G. Furia of Shop no.2, (18) Neeta A. Ghelani of Shop no.3, (19) Anju Shah of Shop no.5 and (20) Bakul C. Mehta of Shop No.6, therein referred to as the Members of the Society of the Second Part and one M/s. Maan Housing Development therein referred as "the Developers" of the Third Part, the Society and its members aforesaid, granted the development rights in respect of the said property to the aforesaid M/s. Maan Housing Development, for the terms and for the consideration therein mentioned. The said Development Agreement dated 23rd December, 2010 is duly registered with the Sub-Registrar of Assurances, Mumbai under Serial No.BDR16/12917/2010 on 24th December, 2010.

(iii) In pursuance of the aforementioned Development Agreement dated 23rd December 2010, the said Society also executed a Power of Attorney dated 24th December, 2010 unto and in favour of one of the partners of the said M/s. Maan Housing Development, interalia to enable them to develop the said property and perform the terms and conditions of the said Development Agreement.

(iv) In pursuance of the said Development Agreement dated 23rd December 2010, the said M/s. Maan Housing Development initially got the plans for the construction of the new building i.e. upto the 2nd floor, sanctioned from the Municipal Corporation of Greater Mumbai (MCGM) and also obtained the IOD dated 01.02.2011 bearing No.CHE/A-4980/BP(WS)/AR.

(v) Thereafter, the Society and its members vacated the said property and eventually, the said M/s. Maan Housing Development demolished

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the then existing building known as Kandivali Shiv Krupa standing on the said property and further commenced the construction of the new building on the said property pursuant to the Commencement Certificate dated 22nd August, 2012 issued by the MCGM.

(vi) The said M/s. Maan Housing Development also constructed a new building upto ground plus eight upper floors i.e. ground plus 8 and ninth floor slab, on the said property in accordance with the sanctioned plans as approved by the MCGM dated 06.08.2012.

(vii) Thereafter, disputes arose between the Society and the said M/s. Maan Housing Development interalia resulting in the Society terminating the development rights granted to the said M/s. Maan Housing Development and further resulting in the said Society filing a Suit in the Hon'ble High Court at Bombay i.e. Suit No.625 of 2016 against the M/s. Maan Housing Development and others, for the reliefs more particularly therein prayed.

(viii) Pursuant to negotiations between the parties to the aforesaid Suit No.625 of 2016 including the Society, its members, M/s. Maan Housing Development and others and further pursuant to the resolution dated 16th March 2017, passed by the Society herein in the Special General Body meeting of its members, the Promoter/Developer herein was joined as party defendant to the said Suit and the disputes between the parties came to be settled interalia by terminating the development rights granted by the said Society to the said M/s. Maan Housing Development and further by appointing the Promoter/Developer herein to carry out the further development on the said property, pursuant to Consent Terms dated 21st March 2017 filed by and between all the concerned parties. The said Consent terms dated 21st March 2017 was duly accepted by the Hon'ble High Court at Bombay and the aforesaid Suit No.625 of 2016

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came to be disposed off in terms of the said Consent Terms vide an order dated 23rd March 2017.

(ix) In the circumstances and in view of the terms agreed between the Society and the Promoter/Developer herein and as recorded in the aforesaid Consent terms dated 21st March 2017, the Society executed a Development Agreement dated 29th April 2017 unto and in favour of the Promoter/Developer herein inter alia granting the further development rights of the said property to the Promoter/Developer herein inter alia by allowing them to utilize all available FSI and TDR rights, permissible Fungible FSI rights as per the amended provisions of the Development Control Regulations applicable in the City of Greater Mumbai and any further FSI that may be available then or in future, for the consideration and upon the terms therein mentioned. The said Development Agreement dated 29th April 2017 is duly registered with the Sub-registrar of Assurances at Borivali under Serial No.BRI.-3-2708-2017 on 29.04.2017 (hereinafter for the sake of brevity referred to as "**the said Development Agreement**");

(x) In pursuance of the said Development Agreement, the Society has executed a Power of Attorney dated 29th April 2017 in favour of the partner/s of the Promoter/Developer herein inter alia authorizing them to do all acts, deeds, matters and things for carrying out the development of the said property and construction of the proposed new building thereon; The said Power of Attorney dated 29th April 2017 is also duly registered with Sub-registrar of Assurances at Borivali under Serial no.BRI.-3-2709-2017 on 29.04.2017.

(xi) The City Survey Records of the said property stands in the name of the pre-decessor in title of the Society and the Property Register Card

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pertaining to the said property is annexed hereto and marked as **Annexure "1"**.

(xii) In terms of the said Development Agreement, the Promoter/Developer is constructing a building comprising of ground/stilt floor plus _____ or more upper floors (hereinafter referred to as **"the said new building"**). The Promoter/ Developer is required to construct and hand over the requisite number of flats and car parking spaces in the said new building to be constructed on the said property as set out in detail in the said Development Agreement to the existing Members of the said Society (hereinafter referred to as **"the Member's Portion"**), free of cost on ownership basis and is entitled to sell, allot, lease or otherwise deal with all the remaining flats, offices, shops etc., and also the car parking spaces in the said new building (hereinafter referred to as **"the Promoter/Developer's Portion"**) at its absolute discretion and appropriate the proceeds thereof to themselves.;

(xiii) The Promoter/Developer thus proposes to construct the said new building in accordance with the Building rules and regulations and bye-laws of the Municipal Corporation of Greater Mumbai (MCGM), Development Control Regulations, 1991 and such other laws, rules and regulations as may be in force at present and/or at any time hereafter and also subject to such terms and conditions as may be imposed by the State Government or any other Competent Authority;

(xiv) In the premises, the Promoter/Developer is entitled to construct the said new building by utilizing the full permissible FSI, FSI by way of TDR, additional FSI purchased from government agencies in respect of the said property including the area of the tit-bit land abutting the said Plot, Fungible FSI etc., and sell and/or allot from and out of the Promoter/Developer's Portion all flats, offices, shops etc., and also the car parking spaces in the said new building.

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(xv) The Promoter/Developer has got the plans, specifications, elevations, sections and details of the said new building duly sanctioned from the MCGM, for construction of the said new building vide Intimation of Disapproval (I.O.D.) bearing reference No.CHE/A-4980/BP (WS)/AR dated 11.04.2017 which was lastly amended on _____. The MCGM has also issued the Further Commencement Certificate (C.C.) upto _____ floor on dated _____ in respect of the said new building;

(xvi) The Promoter/Developer, the said Society and the members of the Society have identified and ear-marked the flats and the car-parking spaces forming part of the Members' Portion and the Promoter/Developer's Portion;

(xvii) The Promoter/Developer has entered into a prescribed contract with the Licensed Surveyor Mr. Nilesh H. Makwana of M/s. Chamunda Consultant and has also appointed Mr. Hiren M. Tanna as Structural Engineer for preparing structural designs and drawings and specifications of the said new buildings to be constructed on the said property and the Flat Purchaser/s accept/s the professional supervision of the said Architect and the said Structural Engineer till the completion of the said new building unless otherwise changed;

(xviii) The Promoter/Developer has registered the project under the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the ACT") with the Real Estate Regulatory Authority at Mumbai/Maharashtra under No._____. The copy of the registration certificate of the Promoter/Developer is hereto annexed and marked as Annexure "II".

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(xix) The Promoter/Developer is entitled to purchase and/or acquire Fungible FSI and/or Compensatory FSI, Transfer of Development Rights (TDR)/FSI Premium for the purposes of consuming and utilizing it for the proposed development as permissible by the MCGM, D.C. Rules and Regulations and other applicable laws from time to time;

(xx) The Flat Purchaser/s has/have demanded from the Promoter/Developer and the Promoter/Developer has given inspection to the Flat Purchaser/s of all the documents of title relating to the said property, the plans, designs and specifications prepared by the Promoter/Developer's Architect and of such other documents as are specified under the Act and the rules made thereunder;

(xxi) Copies of the following documents are annexed hereto as **Annexure "III" to "VI"** respectively:-

(a) Intimation of Disapproval (I.O.D.) bearing reference No. No.CHE/A-4980/BP (WS)/AR dated:_____.

(b) Commencement Certificate upto _____ floor bearing reference No. CHE/A-4980/BP (WS) AR dated: _____

(c) Title Certificate of Mr. Dhiren H. Shah, Advocate & Solicitor, dated 24th June 2017.

(d) Floor Plan of the said flat agreed to be purchased by the Flat Purchaser/s and approved by the concerned local authority;

(xxii) While sanctioning the said plans for the said new multistoried buildings the concerned local authorities and/or government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter/Developer while developing the said property and the said new multistoried building and upon due observance and performance of which only the occupation and

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the completion certificates in respect of the said new multistoried building shall be granted by the concerned local authority;

(xxiii) The Flat Purchaser/s being fully satisfied in respect of the title of the said Society to the said property and the Promoter/Developer's title, rights and interest to develop the said property and to sell their allocated premises in the said new multistoried buildings, has/have approached the Promoter/Developer and has/have agreed to purchase a Flat/Shop/Office bearing No. _____ admeasuring _____ sq. ft. carpet area [as defined under Section 2(k) of the Real Estate (Regulation and Development) Act 2016] and inclusive of Fungible area on the _____ floor of the said new building to be known as " _____ " and to be constructed on the said property (hereinafter to be referred to as the "said premises"), on the terms and conditions agreed and appearing hereunder;

(xxiv) The Flat Purchaser/s hereby expressly confirms that he/she/they/it have agreed to enter into this Agreement with full knowledge, implication, effect, etc., of various terms and conditions contained in the said development agreement and the said supplemental agreement, writings, plans, documents, orders, layout scheme/project including the rights and entitlements available to and reserved by the Promoter/Developer and as contained in these presents;

(xxv) The Promoter/Developer hereby records, declares and confirms that the said premises form a part of the Promoter/Developer's Portion as envisaged in the said Development Agreement;

(xxvi) Under Section 13 of the said Act, the Promoter/Developer is required to execute a written Agreement for the sale of the aforesaid flat

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to the Flat Purchaser/s, being infact these presents and also to register this Agreement under the Registration Act, 1908;

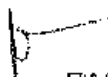
(xxvii) Relying upon the said applications, declaration and agreement herein contained, the Promoter/Developer have agreed to sell to the Flat Purchaser/s the said premises at the price and on the terms and conditions hereinafter appearing.

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

1. The recitals contained above and schedules hereto form an integral and operative part of this agreement as if the same were set out and incorporated herein verbatim.

2. The Promoters will construct a new building on the said property and comprising of ground/stilt + ___ or more upper floors (hereinafter referred to as "the said new building") to be known as " _____ " on all that piece or parcel of the land situate, lying & being at Sardar Vallabhbhai Patel Road, Kandivali (W), Mumbai-400067, Village Pakhadi, Belwadi, Malad, Pot Takadi, Bandra District, Mumbai Suburban and in the registration district & sub- district of Mumbai City & Mumbai Suburban and containing by admeasurements 1213.18. sq. metres equivalent to 1451 sq. yards or thereabouts and bearing Plot No.36, C.T.S Nos.363, 363/ 1 to 6 in the Municipal R-South Ward and as more particularly described in the First Schedule hereunder written (hereinafter referred to as "**the said property**") in accordance with the plans, designs and specifications approved by Municipal Corporation of Greater Mumbai (MCGM) and other local authorities which have been seen and approved by the Flat Purchaser/s with only such variations and modifications as the Promoter/Developer

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may consider necessary or as may be required by the concerned authorities or Government to be made in them. It is hereby agreed by and between the parties hereto that the Promoter/Developer shall be entitled to make variations or modifications in the said plans as they may deem fit provided that the same does not adversely affect the said premises agreed to be purchased by the Flat Purchaser/s and/or the area of the said premises remains unchanged. The Flat Purchaser/s hereby expressly consent/s to the Promoter/Developer making variations or modifications in the said plans as they may deem fit so long as the same does not adversely affect the said premises and/or the area of the said premises agreed to be purchased by the Flat Purchaser/s remains unchanged. The Promoter/Developer shall not be required to take any further permission of the Flat Purchaser/s for the same. The consent herein shall be considered as the Flat Purchaser/s' consent contemplated by Section 14(2) of the Act.

3A. The Flat Purchaser/s hereby agree/s to purchase from the Promoter/Developer and the Promoter/Developer hereby agrees to sell to the Flat Purchaser/s, a Flat/Shop/Office bearing no. ____ admeasuring ____ sq. feet carpet area [as defined under Section 2(k) of the Real Estate (Regulation and Development) Act 2016] and inclusive of Fungible area on the ____ floor of the building known as "_____" as shown bounded by red colour boundary line on the typical floor plan thereof hereto annexed and marked as **Annexure "VI"** (hereinafter referred to as "the said premises") at and for the lumpsum price of Rs. _____/- (Rupees _____ Only), which is inclusive of the proportionate price of the common areas and facilities appurtenant to the premises. The percentage of the undivided interest of the Flat Purchaser/s in the common areas and facilities limited or otherwise pertaining to the said premises shall be in proportion of the area of the

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premises agreed to be sold hereunder to the total area of the buildings. The nature, extent and description of the common areas and facilities are more particularly described in **Second Schedule** hereunder written.

3B. The Promoter/Developer, subject to providing the requisite car parking spaces in the said new buildings to the existing members of the Society as per the terms of the aforesaid Development Agreement, is entitled to the remaining car parking spaces in the said new buildings and the same forms part of the Promoter/Developer's Premises. The Purchaser/s hereby agrees to purchase the Ground /Stack parking no. ____ situated at ____ Podium floor being constructed in the said building for the consideration of Rs. _____ of the building known as "____", hereinafter referred to as "the said Car Parking", from and out of the Promoter/Developer's Premises.

4A. The Total Consideration Value of the Flat/Shop/Office is Rs. _____/- (Rupees _____ only) and the Purchaser/s has further agreed to purchase the Ground /Stack parking no. ____ situated at ____ Podium floor being constructed in the said building for the consideration of Rs. _____ and as such, the total aggregate consideration amount for the said Flat/Office /Shop including car parking to be paid by the Purchaser/s to the promoter/Developer is Rs. _____ (Rupees _____ only) and the same shall be paid by the Purchaser/s in the following manner i.e.

Installments	% Payment to be made/duc
has been paid by the Flat Purchaser/s to the Promoter/Developer on or before execution of these presents as and by way of part consideration (receipt whereof the Promoter/Developer hereby admits and	Rs.

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acknowledges);	
On execution of agreement and within 15 Days from Booking (Less Booking Amount)	10%
within 7 days of Completion of Plinth	20%
within 7 days of Completion of 2 nd Podium Slab	4%
within 7 days of Completion of 4 th Podium Slab	4%
within 7 days of Completion of 6 th Slab	4%
within 7 days of Completion of 8 th Slab	4%
within 7 days of Completion of 10 th Slab	4%
within 7 days of Completion of 12 th Slab	4%
within 7 days of Completion of 14 th Slab	4%
within 7 days of Completion of 16 th Slab	4%
within 7 days of Completion of 18 th Slab	4%
within 7 days of Completion of 20 th Slab	4%
within 7 days of Completion of 22 nd Slab	4%
within 7 days of Completion of the walls, internal plaster, of the said premises.	6%
Within 7 days of Completion of the staircases, lift wells, lobbies upto the floor level of the said premises.	5%
Within 7 days of Completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building.	5%
Within 7 days of Completion of the lifts, water pumps, electrical fittings, entrance lobby of the building.	5%
On Possession	5%
Total	100%

The aforesaid price or part thereof may, at the specific instruction of the Promoter/Developer in that regard, have to be paid by the Flat

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Purchaser/s by way of pay order / cheque drawn in favour of the Promoter/Developer. Time as to payment shall be of the essence and the Flat Purchaser/s shall be liable to pay interest @ 15% p.a. on all delayed payments from the due date till the date of payment thereof.

4B. The Flat Purchaser/s are aware that as per present statute, GST is leviable/applicable on the purchase price payable hereunder and consequently the amount of each installment payable by the Flat Purchaser/s to the Promoter/Developer in respect of this transaction, shall proportionately increase to the extent of the liability of such taxes. The Flat Purchaser/s hereby undertake(s) to pay the amount towards the GST along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Promoter/Developer shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of GST applicable thereon and the Flat Purchaser/s shall be deemed to have committed default in payment of amount due to the Promoter/Developer hereunder if such payment is not accompanied with the applicable GST etc., Provided Further that, if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government, any other taxes become payable hereafter on the amounts payable by the Flat Purchaser/s to the Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Flat Purchaser/s shall be solely and exclusively liable to bear and pay the same.

4C. The total sale price mentioned above is escalation free, save and except escalations/increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, local bodies/government from time to time. The Promoter/Developer

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undertakes and agrees that while raising a demand on the Flat Purchaser/s for increase in development charges, cost or levies imposed by the competent authorities etc., the promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Flat Purchaser/s, which shall be applicable on all subsequent payments from the date of such notification etc.,

5. The Promoter/Developer may avail from banks/financial institutions loan/financial assistance for development of the said property including construction of the said new building in which the said premises is situated and as a security for the payment thereof it may create security on the Promoter's Premises and save and except the flats/premises forming part of the Members' Premises and the said property. The Flat Purchaser/s hereby consent/s to the Promoter/Developer availing such loan and/or financial assistance on such terms and conditions as the Promoter/Developer may deem fit and proper, without however the Flat Purchaser/s being responsible in any manner for repayment of loan alongwith interest and/or incurring liability of any manner whatsoever, finalized or otherwise in that regard.

6. The Promoter/Developer hereby agrees that it shall before handing over the possession of the said premises to the Flat Purchaser/s make full and true disclosure of the nature of its title to the said property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said property and shall, as far as practicable, ensure that the said property is free from all encumbrances and is clear and marketable.

7. The Promoter/Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if

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any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said premises to the Flat Purchaser/s, obtain from the concerned local authority Occupation Certificate in respect of the said premises. Thereafter, the same shall be complied and performed by the Flat Purchaser/s.

8. (a) The Promoter/Developer hereby declares that no part of the FSI relating to the said property has been utilized by the Promoter/Developer elsewhere for any purpose whatsoever; and

(b) The Promoter/Developer further avers that in the event of any further or additional FSI becoming available in respect of the said property the same shall belong to the Promoter/Developer alone and as has been agreed between the Promoter/Developer and the Society under the aforesaid Development Agreement.

9. The Purchaser/s hereby grant/s his/her/their irrevocable power and consent to the Promoter/Developer and agree/s:-

a) That till the completion of the project and till the time all the premises in the new buildings are occupied, the Promoter/Developer alone, shall be entitled to all FSI and T.D.R in respect of the said property more particularly described in the First Schedule hereunder written whether available at present or in future including the balance of FSI, any additional FSI and/or T.D.R. available under D.C. Rules from time to time and/or by any special concession, modification of present Rules and Regulations granting any further Fungible FSI/Compensatory FSI, FSI available in lieu of the road widening, set back, reservation if any, or otherwise howsoever;

b) That till the completion of the project and till the time all the premises in the new buildings are occupied, the Promoter/Developer

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shall be entitled to all available FSI in respect of the said property or shall have right to consume the same in any manner whatsoever;

c) That the Promoter/Developer shall be entitled to develop the said property fully by constructing and/or making additions or constructing additional floors in the said new buildings and/or by constructing additional buildings/floors/structures so as to avail of the full FSI permissible at present or in future for the said entire property inclusive for staircase, lift, passage, by way of purchase of floating FSI, TDR, free FSI or by any name called, which may be available on the said property or acquired otherwise howsoever and including putting up any "Additional Construction" as mentioned above and the Promoter/Developer shall be entitled to sell the same and appropriate to themselves the entire sale proceeds thereof, without the purchaser or other acquirer of premises in the new buildings and/or the said Society having any claim thereto or to any part thereof. The FSI, T.D.R. of any future and further and/or additional construction, shall always be the property of the Promoter/Developer, who shall be at liberty to use, deal with, dispose of, sell, and transfer etc., the same in the manner the Promoter/Developer chooses. The Purchaser/s agree/s not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above and in any manner whatsoever. The Promoter/Developer shall be entitled to consume such FSI, T.D.R by raising floor or floors on any structures including the new buildings and/or putting additional structures and/or by way of extension of any structure.

d) The Purchaser/s has/have seen the building plan as also the particulars of the specification in accordance with which the said building is to be constructed. The Promoter/Developer shall be entitled to make such changes in the building plan (including change of users of the area therein) as the Promoter/Developer may from time to time

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determine and as may be approved by the MCGM and other concerned authorities and the Purchaser/s hereby agree/s to the same.

e) That the Promoter/Developer alone shall be entitled to sell any part or portion of the said new buildings including the terrace/s attached to the flat/s, offices, shops, stilt, parking space (covered or otherwise), including for the purposes of display of advertisements, hoarding etc., as the same may be permissible or ultimately may be permitted by the authorities concerned;

It is also specifically understood and agreed by and between the parties hereto that the terrace space attached to flats in the said new buildings shall exclusively belong to the Promoter/Developer and such terrace space is intended for exclusive use of the flats to which the same are attached and which the Promoter/Developer shall be entitled to deal with and dispose off the same to any person or persons as they may think fit and proper.

f) To admit without any objection the persons who are allotted premises by the Promoter as members of the said Society, in the event of any premises including premises of extended/annexed buildings remaining unsold by the Promoter/Developer for some time and sold at later date;

g) To bear and pay any increment in price of building material, labor and other escalations as may be decided by the Promoter/Developer whose decision shall be final and binding on the Purchaser/s;

h) Not to raise any objection or interfere with Promoter's rights reserved hereunder;

i) To execute, if any further or other writing documents, consents, etc., as required by the Promoter/Developer for carrying out the terms hereof and intentions of the parties hereto;

j) To do all other acts, deeds, things and matters and to sign and execute such papers, deeds, documents, writings, forms, applications,

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etc., at the costs and expenses of the Purchaser/s which the Promoter/Developer in their absolute discretion deem fit for putting into complete effect the provision of this Agreement.

The aforesaid consents, agreements and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said premises is handed over to the Purchaser/s and/or till the completion of the project and till the time all the premises in the new buildings are occupied.

10. On the Flat Purchaser/s committing default on the due dates (on any three instances) in respect of payment of any installment of the amounts due and payable by the Flat Purchaser/s to the Promoter/Developer under this Agreement (including non-payment of GST etc., levied hereafter under the relevant statutes) and upon Flat Purchaser/s committing breach of any of the terms and conditions herein contained, the Promoter/Developer shall be entitled at their own option to terminate this Agreement.

Provided always that the power of termination herein before contained shall not be exercised by the Promoter/Developer, unless and until the Promoter/Developer shall have given to the Flat Purchaser/s' 15 (fifteen) days prior notice in writing of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it has intended to terminate the Agreement and default shall have been made by the Flat Purchaser/s in remedying such breach or breaches within fifteen days after receiving of such notice.

Provided further that upon termination of this Agreement as aforesaid and without prejudice to the rights that may be available to the Promoter/Developer under any existing or future legislation, the

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Promoter/Developer shall refund to the Flat Purchaser/s the instalments of the sale price of the said premises, which may till then have been paid by the Flat Purchaser/s to the Promoter/Developer, within a period of 1 (one) months from the date of termination of this Agreement and after deducting there from, a sum equivalent to 10% of the total consideration amount of the said premises, out of the sale price of the said premises (which is to stand forfeited by the Promoter/Developer and an amount towards GST and all other taxes paid or payable on this Agreement and the Promoter/Developer shall also not be liable to pay to the Flat Purchaser/s any interest on the amount so refunded upon termination of this Agreement. Upon such refund, the Promoter/Developer shall be at liberty to dispose of and sell the Flat/car parking spaces and such premises to such persons and at such price as the Promoter/Developer may in its sole and absolute discretion deem fit.

11. The Promoter/Developer shall give possession of the said premises to the Flat Purchaser/s on or before _____ and after having offered possession of new premises in the said new building to all the existing members of the said Society. If the Promoter/Developer fails or neglects to give possession of the said premises to the Flat Purchaser/s on the aforesaid date and/or on such date as may be extended by mutual consent then the Flat Purchaser/s shall have the option to terminate this Agreement after giving 15 days notice in writing, whereupon the Promoter/Developer shall be liable, on demand, to refund to the Flat Purchaser/s amounts already received by it in respect of the said premises alongwith simple interest @ 15% per annum from the date of the receipt of the respective amounts by the Promoter/Developer till payment. It is agreed that upon the termination of this Agreement by the Flat Purchaser/s the claim of the Flat Purchaser/s shall be restricted to refund of monies paid with simple interest @ 15% p.a. thereon and that the Flat Purchaser/s shall not be

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entitled to claim for loss and/or damage and/or mental trauma or otherwise howsoever. Till the entire amount alongwith interest thereon is refunded by the Promoter/Developer to the Flat Purchaser/s, the same shall, subject to prior encumbrance if any, be a charge on the said premises but only to the extent of the amount so due to the Flat Purchaser/s. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Flat Purchaser/s under this Agreement. The Flat Purchaser/s agree that receipt of the said refund by cheque from the Promoter by the Flat Purchaser/s by registered post acknowledgement due at the address given by the Flat Purchaser/s in these presents whether the Flat Purchaser/s accept/s or encash/es the cheque or not, will amount to the said refund.

The Promoter/Developer shall not incur any liability if it is unable to deliver possession of the said premises by the aforesaid date, if the completion of the project is delayed, by reason of non-availability of steel and/or cement or other building materials or water supply or electric power or by reason of war, civil commotion or any act of God or if non delivery of possession is as a result of any notice, order, rule or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the Promoter/Developer or if there is any delay in payment of the installments and other amounts payable under these presents or due to delay in grant of any NOC/permission/license/connection for installation of any service such as lifts, electricity, water connection and meters to the project/premises or occupation certificate from the appropriate authority and in any of the aforesaid events the time for delivery of possession of the said premises shall stand extended.

12. It is further expressly agreed by and between the parties that at the time of handing over possession of the said premises to the Flat Purchaser/s, subject to the terms contained in these presents, if it is

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found that there is a actual discrepancy in the area of the said premises to the extent of (+/-) 3% vis-à-vis the area of the said premises as mentioned in the sanctioned plan and which difference in area could result from any inadvertent error whilst the construction of the building and/or otherwise howsoever, then in the event of the area of the said premises being less than the area of the said premises as mentioned in this agreement hereinabove, then in that event the Promoter/Developer shall compensate the Flat Purchaser/s to the extent of such deficit area by making payment towards such deficit area and compensation shall be computed at the same price at which the said premises has been agreed to be sold to them under these presents alongwith interest @ 15% p.a. on such additional amount as may have been paid by the Flat Purchaser/s to the Promoter/Developer in terms hereof and similarly, if it is found that the area of the said premises is more than the area of the said premises as mentioned in this agreement hereinabove, then in that event the Flat Purchaser/s shall be liable to make payment towards such excess area and which amount shall be computed at the same price at which the said premises has been agreed to be sold to them under these presents. It is further agreed by and between the parties that the payments to be made (if any), by either of the parties in terms hereof, shall be made simultaneously at the time of handing over possession of the said premises in terms of what is stated in these presents.

13. The Flat Purchaser/s shall take possession of the said premises within 15 (fifteen) days of the Promoter/Developer giving written notice to the Flat Purchaser/s, intimating that the said premises are ready for use and occupation.

Provided that if within a period of 5 (five) years from the date of handing over the said premises to the Flat Purchaser/s, the Flat Purchaser/s bring/s to the notice of the Promoter/Developer any

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structural defect in the said premises or the building in which the said premises is situated or the material used therein or any unauthorised change in the construction of the said new building, then, wherever possible such defects or unauthorised changes shall be rectified by the Promoter/Developer at their own cost and in case it is not possible to rectify such defects or unauthorised changes, then the Flat Purchaser/s shall be entitled to receive from the Promoter/Developer reasonable compensation for such defect or change. However, if the Flat Purchaser/s carry out any alteration or addition or change in the said premises and/or the said new buildings without obtaining prior written permission of the Promoter/Developer and the concerned authorities wherever required, the liability of the Promoter/Developer shall come to an end and the Flat Purchaser/s alone shall be responsible to rectify such defect or change at his/her/their own cost/s.

14. It is expressly clarified, agreed and understood between the parties hereto that:

- (a) Upon completion of the development of the said property and receipt of the Occupation Certificate in respect of the said new buildings and subject to the Flat Purchaser/s having made payment of the entire consideration including all dues, outgoings to be paid hereunder, the Promoter/Developer shall cause the said Society to admit the Flat Purchaser/s as member/s of the Society, subject to the Flat Purchaser/s agreeing to abide by the rules, regulations and bye-laws of the said Society;
- (b) The Flat Purchaser/s shall sign and execute the application for membership and other papers and documents necessary for becoming a member and return to the Promoter/Developer within ten days of the same being forwarded by the Promoter/Developer to the Flat Purchaser/s, so as to enable the said Society to enroll the Flat Purchaser/s as its member/s.

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(c) It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold and/or unallotted flats and other premises from out of the Promoter/Developer's Premises including car parking spaces in the stilt/podium/stack etc., in the said new buildings shall at all times be and remain the absolute property of the Promoter/Developer, and the Promoter/Developer may if it so desires, become member of the said Society in respect thereof, and the Promoter/Developer shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper to any person or party of its choice and neither the Flat Purchaser/s herein, nor the said Society shall object to or dispute the same. On the Promoter/Developer intimating to the said Society the name or names of the purchaser/s or acquirer/s of such unsold flats, shops, offices, premises, etc., the said Society shall forthwith accept and admit such purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/ recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof. The Promoter/Developer shall not be liable to pay any maintenance charges, etc., in respect of the unsold flats, car parking spaces and other premises save and except the municipal taxes with effect from the date of grant of occupation certificate by the MCGM. Provided however in the event, the Promoter/Developer occupies or permits occupation of any premises, then such Occupant or Promoter/Developer as the case may be shall be liable to pay the maintenance charges, etc., in respect thereof.

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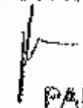


PARTNER

15. The Flat Purchaser/s shall use the said premises or any part thereof or permit the same to be used only for the purpose for which the same has been allotted. The Purchaser/s shall use the parking space for his/her/their own light motor vehicle.

16. Commencing a week after notice in writing is given by the Promoter/Developer to the Flat Purchaser/s that the said premises is ready for use and occupation, the Flat Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Premises) of outgoings in respect of the said property and the said new building namely local taxes, development charges, land under construction tax, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and the said new building including the club house/gymnasium therein. Until the said Flat Purchaser/s are admitted as member/s of the said Society, the Flat Purchaser/s shall pay to the Promoter/Developer such proportionate share of outgoings as may be determined. At the time of being handed over possession of the said premises, the Flat Purchaser/s shall pay to the Promoter/Developer a sum equivalent to one year's outgoings approximately by way of security deposit for payment of such outgoings. The monthly outgoings payable in respect of the said premises inclusive of government taxes shall be roughly calculated @ Rs. /- per sq. ft. carpet area. The amounts so paid by the Flat Purchaser/s to the Promoter/Developer shall not carry any interest and remain with the Promoter/Developer until the Flat Purchaser/s is/are admitted as member/s of the said Society. Subject to the provisions of section 11 of the Act, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter/Developer to the

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said Society as the case may be. The Flat Purchaser/s undertake/s 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 reason whatsoever.

17. The Flat Purchaser/s hereby agrees that in the event if any amount by way of development and/or betterment charges, premium or security deposit as fire cess is paid to the MCGM or to the State Government or any other tax or repayment of a similar nature becoming payable by the Promoter/Developer, the same shall be reimbursed by the Flat Purchaser/s to the Promoter/Developer in proportion of the area of the said premises agreed to be acquired by the Flat Purchaser/s and in determining such amount, the decision of the Promoter/Developer shall be conclusive and binding upon the Flat Purchaser/s.

18. (a) The Flat Purchaser/s shall on or before delivery of possession of the said premises shall pay to the Promoter/Developer the following amounts:

- (i) Rs. _____/- for legal charges;
- (ii) A sum equivalent to 12 months monthly outgoings which outgoings shall be calculated @ Rs. _____/- per sq. ft. carpet area for proportionate share of taxes and other outgoings;
- (iii) Rs. _____/- towards water meter & any other service connection to the building in which the premises is situated
- (iv) Rs. _____/- towards the electric meter deposit & installation charges.
- (v) Rs. _____/- towards proportionate share of development charges;
- (vi) Rs. _____/- towards proportionate share of LUC taxes;
- (vii) GST or any other taxes – As applicable as per Govt. Rules.
- (viii) Society Sinking Fund (Rs. _____ per sq. ft. on carpet area)

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(b) The Flat Purchaser/s shall on or before delivery of possession of the said premises pay to the said Society as the case may be, the following amounts in compliance with provisions of the said Development Agreement i.e.:

(i) Rs. _____/- towards share money and entrance/admission fees;

19. (a) The Promoter/Developer shall without having to render any account of whatsoever nature to either the Flat Purchaser/s and/or the said Society, utilise the sums as set out in Clause 18 (a)(i) and to meet all legal costs, charges and expenses including professional costs of the Attorney-at-law/ Advocates of the Promoter/Developer in connection with all the legal costs for the project and its title and/or any other document or writing required to be executed by the Promoter/Developer in respect of the said property and/or any part thereof. The Promoter/Developer shall not be liable to contribute anything towards such expenses and the Flat Purchaser/s and the other prospective purchasers shall proportionately contribute to the same;

(b) The aforesaid amount set out in Clause 18 (a)(ii) after deduction therefrom of all arrears of taxes, maintenance charges and expenses incurred till then, will be transferred by the Promoter/Developer to the said Society, when the Flat Purchaser/s is/are admitted as a member of the said Society, upon completion of the development of the said property and the Promoter/Developer shall not be liable to maintain and/or render individual accounts to the Flat Purchaser/s and shall give a consolidated account of all the sums as aforesaid to the said Society;

(c) To bear and pay or reimburse to the Promoter/Developer as the case may be, all the statutory taxes, dues, cess, levies and duty on this

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transaction or agreement by whatever name called and/or whatsoever nature including but not limited to GST etc., levied/charged by the State and/or Central Government or any other competent authority at any time in respect of this transaction and/or these present ("Amount of Tax"). The Amount of Tax shall be payable at the time of paying each installment of the balance consideration and balance, if any against the possession of the said premises by the Promoter/Developer or within 15 days of the demand thereof whichever is earlier. The decision of the Promoter/Developer as regards payment or non-payment and/or reasonableness or otherwise of such statutory levies shall be final and binding upon the Flat Purchaser/s and the Flat Purchaser/s do and doth hereby agree and undertake to indemnify and keep indemnified the Promoter/Developer and its successors and assigns in respect thereof. Time as to payment, being essence of these presents.

20. (a) It is understood and agreed by and between the parties hereto that the terrace space, if any, in front of or adjacent to the flats in the said new buildings, if any, shall belong exclusively to the respective purchaser/s of the terrace flats and such terrace space are intended for exclusive use of the respective Flat Purchaser/s with attached terraces. The said terrace shall not be enclosed by such Flat Purchaser/s till the permission in writing is obtained from the concerned local authority and the Promoter/Developer or the said Society;

(b) The Flat Purchaser/s hereby consent/s to the grant of exclusive usage of the said attached terrace/s to the purchaser/s of the said flats with attached terraces and hereby state/s, declare/s and covenant/s that neither the Flat Purchaser/s nor the said Society as the case may be, will have any right to use or have any claim, right, title or interest of whatsoever nature in such attached terrace/s.

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(c) The lift machine room and water tank shall be located on the respective common terrace above the top most floor of the said new buildings;

(d) The said new buildings shall always be known as "_____ " and the Flat Purchaser/s shall not be entitled to change and/or alter the same at any time hereafter.

(e) The provisions of this clause shall always be of the essence of this Agreement.

21. The Flat Purchaser/s has/have taken inspection of all relevant documents and has/have satisfied himself/herself/themselves fully in respect of the Promoter's title to the said property prior to the execution of this Agreement and he/she/they doth hereby accept the same and agree/s not to raise any requisition or objection/s relating thereto at any stage hereafter.

22. The Flat Purchaser/s for himself/herself/themselves with intention to bring all persons into whosoever hand the said premises may come, doth hereby covenants with the Promoter/Developer as follows:

(a) To maintain at the Flat Purchaser/s' own cost in good tenantable repair and condition from the date of possession of the said premises is taken and shall not do or suffer to be done anything in or to the building in which the said premises is situated or to the staircase or any passages in the building which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alier or make addition in or to the said premises itself or any part thereof;

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(b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building in which the said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated or the said premises on account of negligence or default of the Flat Purchaser/s in this behalf, the Flat Purchaser/s shall be liable for the consequences of the breach;.

(c) To carry at his/her/their own cost all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Promoter/Developer to the Flat Purchaser/s and shall not do or suffer to be done anything in or to the said new building in which the said premises is situated or the said premises which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat Purchaser/s committing any act in contravention of the above provision, the Flat Purchaser/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or public authority;

(d) Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said new building in which the said premises is situated and shall keep the

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portion, sewers, drains pipes in the said premises and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said new building and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Partis or other structural members in the said premises without the prior written permission of the Promoter/Developer and/or the said Society;

(e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the said building in which the said premises is situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurance;

(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said property in which the said premises is situated;

(g) Not to use the area of flower bed for any purpose except for the purpose of keeping planters/flower bed.

(h) Not to dry clothes in any area visible on outside, and not do any act that spoils the external elevation of the said new building/s.

(i) Not to shift windows of the said premises and/or carry out any changes in the said premises so as to increase the area of the said premises and/or put any grill which would affect the elevation of the said new building and/or carryout any unauthorized construction in the said premises. In the event if any such change is carried out, the Flat Purchaser/s shall remove the same within 24 hours of notice in that regard from the Promoter/Developer. In the event if the Flat Purchaser/s

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fail/s to remove the same within the period of 24 hours, then the Promoter/Developer shall be entitled to enter upon the said premises and remove such unauthorized construction and the Flat Purchaser/s hereby agree/s, undertake/s not to raise any objection for the same and/or demand any damages for the same from the Promoter/Developer.

(j) Not to keep anything in the common passage, staircases, terraces, walls or any other common place of the said new building/s;

(k) Not to use the said premises as a guest house or for any other purpose other than for residence;

(l) Not to affix any sign boards, neon lights or advertisements either on the terrace or on the exterior of the said new buildings or on the compound wall or otherwise in the said property;

(m) Not to claim/require the said Society to partition by metes and bounds the said property or any part thereof;

(n) Pay to the Promoter/Developer within 7 (seven) days of demand by the Promoter, his/her/their share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connected to the said new building in which the said premises is situated;

(o) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said premises by the Flat Purchaser/s viz. user for any purposes other than purpose for which the same is allotted;

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(p) The Flat Purchaser/s shall not let, sub-let, let on leave & license, transfer, assign or part with the Flat Purchaser/s' interest or benefit factor of this Agreement or part with the possession of the said premises until all the dues payable by the Flat Purchaser/s to the Promoter/Developer under this Agreement are fully paid-up and further only if the Flat Purchaser/s is/are not guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat Purchaser/s has/have obtained the prior written permission of the Promoter/Developer or the said Society as the case may be;

(q) The Flat Purchaser/s shall sign and execute all the writings, documents, forms and applications as may be necessary and required by the Promoter/Developer;

(r) The Flat Purchaser/s shall observe and perform all the rules and regulations of the said Society as the case may be and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said new building and the said premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Flat Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said premises in the building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

(s) Till all the Members and the Flat Purchaser/s of premises in the said new building take possession of their new flats in the new buildings, the Flat Purchaser/s shall permit the Promoter/Developer and its servants and agents, with or without workmen and others, at all

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reasonable times, to enter into and upon the said property and the said new building/s or any part thereof to view and examine the state and condition thereof.

23A. For any amount remaining unpaid by the Flat Purchaser/s under this Agreement, the Promoter/Developer shall have first lien and charge on the said premises agreed to be allotted to the Flat Purchaser/s.

23B. If the Flat Purchaser/s commit/s a default and/or delay in the payment of installments due and payable under this Agreement and the Promoter/Developer shall exercise its rights to terminate this Agreement, and in such events then the Flat Purchaser/s herein shall be, solely and absolutely, responsible to repay any housing loan availed by him/her/them from any bank and/or financial institution as the case may be and shall be entitled to get the refund of amount paid till then to the Promoter/Developer after deducting the amounts mentioned in clause 10 herein above and only upon receipt of no dues certificate from the bank and/or financial institutions. Notwithstanding what is stated hereinabove it shall always be obligatory on the part of the Flat Purchaser/s to pay the installment of the consideration amount as and when due under the terms of this Agreement and the Flat Purchaser/s shall promptly and duly pay the balance consideration on its due date irrespective of the fact that the Flat Purchaser/s has/have applied for the loan to such financial institution/bank or person and irrespective of the fact that such loans are being, under process and/or sanction awaited and/or rejected.

24. 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 any right or interest in the said property on which the said new building/s are to be constructed or any part thereof and/or the said new building in which the said premises is situated or any part thereof.

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The Flat Purchaser/s shall have no claim save and except in respect of the said premises hereby agreed to be sold to him/her/them and all rights of ownership in all open spaces, parking spaces, lobbies, lifts, staircases, common terraces and land etc., will remain and vest with the said Society, subject to the provisions of the said Development Agreement.

25. Any delay tolerated or indulgence shown by the Promoter/Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser/s by the Promoter/Developer shall not be construed as a waiver on the part of the Promoter/Developer of any breach of non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter/Developer.

26. The Flat Purchaser/s hereby agree/s, undertake/s and covenant/s with the Promoter/Developer that he/she/they shall not at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to the Promoter/Developer under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter/Developer as mentioned herein, and the Flat Purchaser/s shall be bound and liable to render to the Promoter/Developer, all necessary assistance and co-operation, to enable it to exercise and avail of the same.

27. This Agreement sets forth the entire Agreement and understanding between the Promoter/Developer and the Flat Purchaser/s and supersedes, cancels and merges:

(a) All Agreement, negotiations, commitments, writings between the Flat Purchaser/s and Promoter/Developer prior to the date of execution of this Agreement;

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(b) All the representation, warranties, commitments, etc. made by the Promoter/Developer in any documents, brochures, hoarding etc. and /or through on any other medium.

(c) The Promoter/Developer shall not be bound by any such prior agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Promoter/Developer under this Agreement.

28. The Flat Purchaser/s shall present this agreement for registration within the time prescribed by the Registration Act, 1908 and intimate to the Promoter/Developer the serial number under which the same is lodged for registration and thereafter the Promoter/Developer shall within the time limit prescribed by the Registration Act, 1908, attend such office and admit the execution thereof.

29. All letters, notices, circulars, receipts issued by the Promoter as contemplated by and under this Agreement shall be deemed to have been duly served/delivered to the Flat Purchaser/s and shall discharge the Promoter/Developer completely and effectually of its obligations, if sent to the Flat Purchaser/s under Certificate of Posting or registered Post Acknowledgement Due at the following address (or at any other address as may have been subsequently notified by the Flat Purchaser/s as and by way of change of address and if such change is confirmed by the Promoter/Developer):

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This Agreement shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder.

30. The Stamp Duty and Registration charges payable on this agreement shall be borne and paid by the Flat Purchaser/s alone.

31. Any dispute between the parties shall be settled amicably. In the case of failure to settle the dispute amicably, the same shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act 2016.

32. The Courts in Mumbai shall have jurisdiction over the disputes arising in respect to the terms and conditions of this agreement.

33. The Permanent Account Numbers of the parties hereto are as under:

Name	Permanent A/c. No.
M/s. Neminath Construction	
Mr./Ms./M/s. _____	

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

THE FIRST SCHEDULE ABOVE REFERRED TO

All that the said piece or parcel of land or ground, situate, lying & being at Sardar Vallabhbai Patel Road, Kandivali (W), Mumbai-400067, Village Pakhadi, Belwadi, Malad, Pot Takadi, Bandra District, Mumbai Suburban and in the registration district & sub- district of Mumbai City

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& Mumbai Suburban and containing by admeasurements 1213.18. sq. metres equivalent to 1451 sq. yards or thereabouts and bearing Plot No.36, C.T.S Nos.363, 363/ 1 to 6 in the Municipal R-South Ward and bounded as follows:-

On or towards the NORTH: Property Bearing C.T.S No. 362

On or towards the SOUTH: Property Bearing C.T.S No. 366

On or towards the EAST: Property Bearing C.T.S No. 36

On or towards the WEST: Sardar Vallabhbhai Patel Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Nature, extent and description of common areas and facilities)

1. Staircase.
2. Passage and Midlanding.
3. Corridors.
4. Common electric meter for common lights and services.
5. _____ Nos. of Elevators.
6. Lift Lobby.
7. Fire Fighting Equipment and means to access thereto.
8. Overhead water tanks located on topmost floor of the building.
9. Drainage, storm water drain, electric sub-station if constructed, electrical poles, underground water tank.
10. Refuge Area, if any.
11. Common Terrace above the top floor of the said new building.
12. Open spaces around the said new building

Limited common areas and facilities :

1. Car parking spaces in the said new building/s as set out in the said Development Agreement and forming part of the Members Portion shall be available to the existing members of the Society to park their light motor vehicles and the balance car parking spaces in the said new

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buildings shall be available to the incoming members of the Society (such incoming members who are specifically purchased/allotted such car parking spaces by the Promoter/Developer) to park their light motor vehicles.

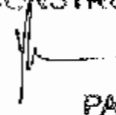
Restricted Areas

1. Pocket terraces or terrace space/s/decks in front of or adjacent to terrace flats, if any.

SIGNED AND DELIVERED)
 by the withinnamed)
 "PROMOTER/DEVELOPER")
 M/S. NEMINATH CONSTRUCTION)
 through its Partners)
 1. MR. _____)
 2. MR. _____)
 who have in token thereof subscribed their)
 signatures hereto in the presence of.....)
 1.
 2.

SIGNED AND DELIVERED by the)
 withinnamed "Flat Purchaser/s")
 (1) _____)
 (2) _____)
 in the presence of...)

For NEMINATH CONSTRUCTION


 PARTNER

RECEIPT

RECEIVED of and from the withinnamed Flat Purchaser/s a sum of Rs. _____/- (Rupees _____ only) being the earnest amount/ part payment towards the agreed consideration amount to be by him/her/them to us as within mentioned, the details of which are as under:

CHEQUE NO.	DATE	DRAWN ON	AMOUNT (Rs.)
TOTAL:			

WE SAY RECEIVED

For M/s. Neminath Construction

For NEMINATH CONSTRUCTION

(Partner)

PROMOTER/DEVELOPER

 PARTNER

Witnesses:

1.

2.

**

Dated this day of 201_

BETWEEN

M/s. Neminath Construction

... The Promoter/Developer

AND

... The Flat Purchaser/s

**

ARTICLES OF AGREEMENT

**

DIHIREN H. SHAH
Advocate & Solicitor
115-116, 3rd Floor,
24-B Rajabahadur Compound,
Hamam Street, Fort,
Mumbai-400023

LETTER OF ALLOTMENT

Date: _____
To,
Mr/Mrs. _____
Add: _____

Dear Sir/Madam,

We are pleased to confirm the allotment of Flat/Shop/Office No. _____ on _____ floor admeasuring _____ sq. ft. carpet area [as defined under Section 2(k) of the Real Estate (Regulation and Development) Act 2016] in the building known as Kandivali Shivkrupa Chs Ltd, being developed at situated lying and being bearing Plot No.36, C.T.S Nos.363, 363/ 1 to 6 in the Municipal R-South Ward at Sardar Vallabhbhai Patel Road, Kandivali (W), Mumbai-400067, Village Pakhadi, Belwadi, Malad, Pot Takadi, Bandra District, Mumbai Suburban and in the registration district & sub- district of Mumbai City & Mumbai Suburban .

The Total Consideration Value of the Flat/Shop/Office is Rs. _____/- (Rupees _____ only)

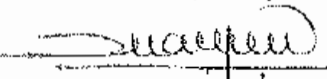
The Allottee/s hereby agrees to purchase the Ground /Stack parking no: _____ situated at _____ Podium floor being constructed in the said building for the consideration of Rs. _____ .

The total aggregate consideration amount for the said Flat/Office /Shop including parking is thus Rs. _____. The same shall be paid by you in the following installments.

Installment	% Duc	Payment
Initial Booking Amount	Rs.	
On execution of agreement and within 15 Days from Booking (Less Booking Amount)	10%	
within 7 days of Completion of Plinth	20%	
within 7 days of Completion of 2 nd Podium Slab	4%	
within 7 days of Completion of 4 th Podium Slab	4%	
within 7 days of Completion of 6 th Slab	4%	
within 7 days of Completion of 8 th Slab	4%	
within 7 days of Completion of 10 th Slab	4%	
within 7 days of Completion of 12 th Slab	4%	
within 7 days of Completion of 14 th Slab	4%	
within 7 days of Completion of 16 th Slab	4%	
within 7 days of Completion of 18 th Slab	4%	

For NEMINATH CONSTRUCTION

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PARTNER

within 7 days of Completion of 20 th Slab	4%
within 7 days of Completion of 22 nd Slab	4%
within 7 days of Completion of the walls, internal plaster, of the said premises.	6%
Within 7 days of Completion of the staircases, lift wells, lobbies upto the floor level of the said premises.	5%
Within 7 days of Completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building.	5%
Within 7 days of Completion of the lifts, waterpumps, electrical fittings, entrance lobby of the building.	5%
On Possession	5%
Total	100%

In addition, the following amounts will also be borne by you. The same shall be paid at the time of possession:

Additional Charges	Amount (INR)
Legal Charges	/-
Society Registration Charges	/-
Electricity Meter and Installation Charges	/-
Share Money	/-
Maintenance Charges (Rs. _____ /sq. ft. on carpet area per month for 12 months)	/-
Society Sinking Fund (Rs. _____ per sq. ft. on carpet area)	/-
Total Additional Charges	/-

Other Terms and Conditions:

- 1) The allottee(s) has/have full knowledge of the rules, laws and notifications applicable to this area and in general, which have been explained by the company and understood by him/her/them.
- 2) The allottee(s) has/have satisfied himself/herself/themselves about the interest and rights of the Company in the land on which the said building is being developed and understanding all limitations and obligations in respect thereof. Hereafter no complaint/objection on this account shall be entertained.
- 3) The allottee(s) agree that the company shall have the right to effect suitable change and necessary alterations in the building plan, if and when necessary, which may involve all or any of the changes, namely change in location of the

For NEMINATH CONSTRUCTION

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 PARTNER

apartment, change in its number, dimensions, height, size, area, layout or change of the entire scheme.

- 4) The allottee(s) agree that the building plans and layout are subject to changes and approval of the Municipal Corporation of Greater Mumbai (MCGM) and other authorities. The company reserves the right to make additions or amendments as may be necessitated or otherwise as they deem fit, from time to time without prior intimation to the allottee(s), subject however that any changes to the sanctioned plans adversely affecting the plan of the Flat agreed to be allotted to the allottee(s) shall not be undertaken without the prior written consent of the allottee(s).
- 5) It is clearly understood and confirmed by the allottee(s) that the "Total Consideration Value" and "Total Additional Charges" are exclusive of any government charges and/or taxes. The same shall be paid by you at actuals based on the applicable law upto the handing over the possession of the said Premise.
- 6) Further, the allottee(s) agree and confirm that any liabilities arising out of Service Tax, Sales Tax, GST or any other taxes, duties and charges with respect to this transaction, shall be paid by you immediately on demand by the company or the concerned authorities.
- 7) It is clearly understood and confirmed by the allottee(s) that he/she/they must pay 10% of the Total Consideration Value at the time of entering into an Agreement for Sale.
- 8) It is clearly understood and confirmed by the allottee(s) that the rights hereunder shall be complete, only on your executing with us an Agreement for Sale based on our standard format. The same will alone be conclusive of your rights and obligations in respect of the above premises.
- 9) It is clearly understood and confirmed by the allottee(s) that Stamp Duty, Registration charges, VAT, GST and/or any other government taxes, duties and charges applicable on execution of the Agreement for Sale will be borne and paid solely by you.
- 10) It is specifically agreed and confirmed by the allottee(s) that the timely payment of the aforementioned installments is the essence of this transaction. In case of non-payment of any of the installments or any other amounts, we shall be entitled to cancel this allotment after giving 15 days notice and immediately thereafter we shall be at liberty to dispose off and sell the premises to any other person, without any further notice and/or intimation to you. The company shall not be held liable for any delay in payments irrespective of whether the allottee(s) home loan has been sanctioned or not.
- 11) Without prejudice to the aforementioned right to termination, if any payment is delayed, interest at 15% per annum will be charged on all outstanding payments from the due date to the date of full realization. All future payments made by the allottee(s) will first be adjusted towards interest due on delayed payments, if any, and thereafter the balance, if any, will be adjusted towards the principal and government taxes as applicable.

- 12) If the allottee(s) wishes to cancel the allotment for any reason, the company will return the amount received from the allottee(s) after deducting 10% of the total amount plus any expenses directly incurred as a result of the sale after selling of the said premises to other purchaser/s. These include but are not restricted to brokerage, service tax or any other government taxes etc. If the company is able to receive a refund of these amounts, the same shall be passed on to the allottee(s) once the company receives such refunds.
- 13) The amount stated as "Maintenance Charges" is only indicative. If an increase is noted at the time of Possession, the same will be borne and paid by the allottee(s) on actuals prevalent at that time. The allottee(s) agree to pay maintenance charges as applicable to the company or its nominated agency after they have been handed possession and until these services are handed over to a common organization. The allottee(s) agrees and consents to this arrangement and will not question the same singly or jointly.
- 14) The allottee(s) agree and confirm that no changes in colour, material or otherwise will be permitted on the external walls, windows and chajjas of the premises. No grills will be allowed to be fixed outside the window. They may be fixed on the internal sill only. No changes will be permitted in the external elevation by changing windows and railings or keeping pots, boards & objects outside the windows or in any other manner whatsoever.
- 15) The company reserves the right for creation of charge, security, encumbrances, securitization or other arrangements, at its sole discretion, in respect of the project, structure and building being developed and/or amount receivable from the allottee(s), in relation to the borrowing, credit facility or finance avails by the company. The allottee(s) hereby accords his/her/their consent for the aforesaid. However, the unit will be free from any mortgages/charge upon execution of the Agreement for Sale.
- 16) If the allottee(s) is an NRI, non-resident, foreign national or foreign company, then the allottee(s) shall be solely responsible for complying with the necessary compliance/permissions as per the Foreign Exchange Management Act, Reserve Bank of India Act and any other rule, regulations guidelines etc.
- 17) The allottee(s) confirm that he/she/they will not be permitted to sell the apartment in pursuance of these presents, for a period of two years from the date of Registration and in any event, the allottee(s) shall not be entitled to sell and/or transfer the apartment without the written consent from the Company.
- 18) The allottee(s) shall not be entitled to get the name of his/her/their nominee substituted in his/her/their place in the agreement for sale, without the prior written approval/consent of the Company.
- 19) The allottee(s) shall use the premises for residential purposes only. The allottee(s) shall not use the premises for Commercial or any other purposes.
- 20) The allottee(s) shall get his/her/their postal address registered with the Company at the time of booking and it shall be his/her responsibility to inform the Company of any change in this registered address along with proof of new address failing

which all demand notices and letters posted to the original registered address will be deemed to have been served and the allottee(s) shall be responsible for default in payment and other consequences that might occur.

- 21) The allottee(s) agree to make all payments through cheques/demand drafts drawn in favour of "_____."

For Neminath Construction

Partner

I/We have fully read and understood the above-mentioned terms and conditions and agree to abide by the same.

Mr.

Mrs.

For NEMINATH CONSTRUCTION

PARTNER

