

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_, 2017 made and executed **BETWEEN CHARKOP JIN PREM CO-OPERATIVE HOUSING SOCIETY LTD.,** a society duly registered under the Maharashtra Co-operative Housing Society Act, 1960 (Mah. XXIV of 191) and bearing registration No. BOM/W-R/HSG/(TC)/5323 dated 31.12.1990 **and** having their office at Plot No.RDP/5/224, Charkop, Kandivali-West, Mumbai- 400 067, through their authorized signatory Mr. Nilesh K. Sheth (Chairman) and Mr. Manish S. Asgaonkar (Secretary) and Mr. Jayesh Mehta (Treasurers) pursuant to the Resolution passed to that effect vide resolution No. 5 vide General Body Meeting held on 03.09.2017 hereinafter referred to as ‘the **DEVELOPERS**’ (which expression shall unless it be repugnant to the context a meaning thereof be deemed to mean and include the Partner or Partners for the time being of the said Partnership Firm, the Survivor or Survivors of them and the heirs, executors and administrators of the last surviving Partner) of the **ONE PART**;

**AND**

**MR./MRS./MISS** \_\_\_\_\_ of Mumbai, Indian inhabitant \_\_\_\_\_ residing \_\_\_\_\_ at \_\_\_\_\_ hereinafter referred to as ‘**THE PURCHASER/S**’ (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of the **OTHER PART**;

**OR**

**M/S.** \_\_\_\_\_, a Company incorporated under the provision of the Companies Act, 1956 having its Registered Office 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 its successor and permitted assigns) of the **OTHER PART**:

**OR**

**M/S.** \_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932 having its Registered Office at \_\_\_\_\_, hereinafter referred to “**THE PURCHASER/S**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its partner or partners for the time being of the said partnership firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner) of the **OTHER PART**.

**WHEREAS :**

- a) By an Indenture of Lease dated 14<sup>th</sup> March, 1991 made and executed between Maharashtra Housing and Area Development Authority (hereinafter referred to as the MHADA) of the One Part and **Charkop Jin Prem Co-operative Housing Society Ltd.**, (hereinafter referred to as “the said Society”) of the Other Part, MHADA demised unto the said Society by way of lease land bearing Plot No. 224, RDP-5, in Sector No. 5, Part-V, in Scheme Charkop- Kandivali S. No. 149 of Kandivali Village admeasuring about 919.6 Sq. Mtrs more particularly described in the First Schedule hereunder written (which said land is herein under referred to as the said Lands) for the terms of 90 year commencing from 14.03.1991 subject to payments of the rents and observance and performance of the covenants and conditions therein contained and recorded the said Indenture of Lease.
- b) The Society herein is thus absolutely seized and possessed of and is otherwise well and sufficiently entitled to the said property. The property is more particularly described in Schedule hereunder written and the ‘Property Card/ MHADA area certificate’ in respect of the said property Annexed and marked as **Annexure “A” and “A-1”**)

- c) The said society pursuant to permission issued by Mumbai Municipal Corporation and all other relevant permission from competent authority and sanction/s have constructed building known as Charkop Jin Prem Co-operative Housing Society Ltd, having Ground Shop + 5 upper floor + part 6 floor building structure consisting all together 22 residential flat and 6 commercial shops standing thereon all which premises being situate at said Lands upon the terms and conditions contained herein.
- d) The Society building known as “Charkop Jin Prem Co-operative Housing Society Ltd., which is duly registered under the Maharashtra Co-operative Societies Act 1960 under No. BOM/W-R/HSG/(TC)/5323/1990 dated 31.12.1990 is consisting of Ground Shop + 5 upper floor + part 6 floor building structure standing on the said property was constructed in the year 1991-1992, in accordance with the plans approved by the Municipal Corporation of Greater Mumbai (“MCGM”). Copy of the Certificate of Registration of the Society is annexed hereto marked as **Annexure “A-2”**.
- e) The building known as “Charkop Jin Prem Co-operative Housing Society Ltd” comprises of total 22 residential flats and 6 Shops, acquired by the then existing members of the Society. The Authorized share capital of the Society is **Rs.1,00,000/-** divided into 2000 shares of Rs.50/- each. The subscribed & paid up capital of the Society is Rs.7000/- divided into 140 shares issued to the existing members.
- f) On account of sales and transfers of flats/Shops and transfer of shares from time to time the present 28 members of the Society are entitled to the 22 Residential Flats and 6 Shops in the said building standing on the said property.
- g) The existing building “Charkop Jin Prem Co-operative Housing Society Ltd” standing on the said property shall hereinafter be called “**the existing building**”.
- h) In the above premises, the Society and its Members are in absolute, exclusive and lawful possession use and enjoyment of the said property and the existing building.
- i) As per the provisions of the Development Control Regulations for Greater Mumbai, 1991 (“**DC Rules**”) the said property has the capacity of consuming Floor Space Index (“**F.S.I.**”) of the said property and F.S.I. of other properties that may be obtained by way of Transfer of Development Rights (hereinafter referred to as

"T.D.R./F.S.I.") or any other additional FSI that may be permissible as per the D.C Rules in force like Fungible FSI.

- j) At the Special General Body Meeting of the Society held on 27.04.2014 and 05.05.2014 the members unanimously decided that it would be in the interest of the Members and their present age and aged families to demolish the existing building and redevelop the said property by constructing a new building on the said property by using the available/potential F.S.I. and agreed amongst themselves that the benefit of utilizing T.D.R/F.S.I./ additional FSI be taken advantage by the Society, by loading the available T.D.R. F.S.I./ additional FSI as may be permitted in law and in accordance with the DC Rules and other prevailing applicable rules of the MCGM. The proposed new construction is hereinafter referred to as **“the said intended building”**.
- k) It was further decided by the Society in General Body forum held on 27.04.2017 and 25.05.2017 in compliance with by-laws, that instead of going in for redevelopment by developers, the society general body decided to self redevelop the society property by them self by appointing one Architect who would guide society to construct redevelopment process the said intended building on the said property by utilizing the available plot F.S.I. of the said property as well as plot T.D.R. F.S.I./ additional FSI. It was also further decided to take guidance of the appropriate Architect for redevelopment process.
- l) At the Special General Body Meeting of the Society held on 25.05.2014, the Members decided to appoint M/s. CNS Consultants as Project Architect for redevelopment of the society building.
- m) Thereafter the Society formally accepted the final offer of redevelopment contract made by M/s. Vardhaman Constructions by Letter dated 31.08.2017, the Society had informed M/s. Vardhaman Constructions that at the Special General Meeting of the society held on 03.09.2017 the Society had unanimously resolved to appoint M/s. Vardhaman Constructions as contractor for redevelopment of the said property in the manner therein contained.
- n) In compliance with the Circular dated 03-Jan-2009 issued by Government of Maharashtra under section 79 (A) of Maharashtra Co-operative Societies Act, 1960 the

Society had applied to the Registrar of Co-operative Housing Societies for appointment of an authorized officer to attend the Special General Meeting of the Society for finalizing redevelopment process for self Redevelopment. In response thereto Mrs. J.A. Nikam representative from the Office of the Dy. Registrar of Co-operative Societies, R -Ward, Mumbai was deputed to witness the proceedings of the Special General Body Meeting.

- o) As a procedure, the Society again approached the office of Dy. Registrar of Co-operative Societies to obtain their NOC for the self redevelopment of the Society building. In response thereto, Mrs. J.A. Nikam, representative from the office of Dy. Registrar of co-operative Societies, R (MHADA) Ward, Mumbai was deputed to witness the proceedings of the Special General Body Meeting for self redevelopment.
- p) The Dy. Registrar of Co-operative Societies, R (MHADA) Ward, has by his letter **No. DY.REG/SS/MM/B-2/PAN/4713/2015 dated 27.07.2015** for self redevelopment by society as the Contractor/ Developer of the said property. Copy of this letter is annexed hereto as **Annexure “A-3”**
- q) In pursuance of the redevelopment rights in respect of the said property by the Society being Developer, the society being Developer has agreed to redevelop the said property by demolishing the existing building and constructing the said intended building, which is to consist of part stilt/stag parking any other suitable for parking and as many upper floors as are permissible (as per Govt. and MCGM/MHADA Authorities guidelines) which are to consist of requisite shops and residential premises only.
- r) The Society has inter-alia agreed to provide to the existing members of society free of cost, new flats/shops in the said intended building, which shall admeasure flat premises 60 to 70% and shop premises 30 to 40% more carpet area than the carpet area of the existing flats/ shops of the respective Members of the Society in the existing building. The carpet area of each of the existing flats/ shops plus the 60 to 70% and shop premises 30 to 40% **(at the ratio mentioned hereinabove)** free of cost entitlement shall hereinafter collectively be called **“the entitled carpet area”**.
- s) The 22 flats + 6 shops retained by the Members in the said intended building shall hereinafter be referred to as **“the Members’ Premises”** and the remaining flats/shops which are available to the society being Developer for sale and disposal on ownership

basis as per the Maharashtra Ownerships Flat Act shall be referred to as the “**Saleble Society Premises**”. The particulars of the 22 flats + 6 shops comprised in the Members’ Premises in the said intended building, such as the names of the Members, the carpet area of the existing flats/shops, the - % free of cost entitlement area and the aggregate area to be provided to each Member and the particulars of the new units comprised in the Members’ Premises as per the tentative plans. Will be decided after sale of excess flats.

- t) The draft of the Power of Attorney/ Consent/ Declaration to be executed in pursuance hereof and other incidental documents were tabled before the Special General Meeting held on 17.07.2016 whereat the Society has accorded its final approval to the drafts. Certified true copy of the extracts of the Resolutions passed at the Special General Meeting held on 17.07.2016 is annexed hereto and marked as **Annexure “A-4”**
- u) The Society hereby declares that the statements, declarations and representations on its part as contained in the foregoing Recitals as also hereinafter contained are true to its own knowledge and are made by it conscientiously, believing and verifying the same to be true knowing full well that relying upon the said statements, declarations and representations to be true and correct.
- v) By virtue of the said facts and circumstances the said society and their officer bears pursuant to the said Powers conferred upon them by virtue of the Irrevocable consent given by all members and resolution dated 06.03.2016 to that effect passed in Special General Meeting held on 06.03.2016 are fully entitled to develop the said property and construct building/s thereon in accordance with the plans and revised plans and IOD bearing **No. CHE/WSII/1139/R/C/337(NEW) Dated 11.04.2017** sanctioned by the Municipal Corporation of Greater Mumbai. The Society have got approved from the concerned local Authority, the plans/the revised plans, the specifications, elevations, sections and details of the said building/s to be constructed on the said property and have agreed to abide by all conditions and regulations imposed by the MCGM, M.H.A.D.A and local Competent Authority.
- w) The Society herein are developing the said property under Regulation 33(5) of the Development Control Regulation for Greater Mumbai, 1991 and Appendix III to the said Regulation sanctioned by the Government in Urban Development Department,

Mantralaya vide Notification published in Government Gazette dated 25.02.1999 as Amended up to \_\_\_\_\_ and Mumbai Housing and Area Development Authority (Mumbai Board), Unit of M.H.A.D.A. has issued its Offer Letter in favour of the Society bearing **No. CO/MB/REE/NOC/F-1076/2016 Dated 13.07.2016** and **No. CO/MB/NOC/F-266/1392/2016 Dated 12.09.2016** for redevelopment of the said property and thereafter issued NOC for I.O.D purpose under No. CO/MB/REE/NOC/F-923/1393/2016 Dated 12.09.2016 the M.C.G.M issued I.O.D dated 11.04.2017 with specific terms and conditions more particularly stated therein which read as newly constructed building is proposed with the deficient open space and the said society / prospective purchaser shall not object to the development on the adjacent plots in future with the deficient open space and MHADA and also issued their necessary consent letter for Commencement Certificate under **No. CO/MB/REE/NOC/F-923/1336/2017 Dated 21.09.2017** for redevelopment of the said property. The copy of the said I.O.D and NOC issued by the Mumbai Housing and Area Development Authority (Mumbai Board), Unit of M.H.A.D.A is annexed hereto and marked with the letter as **Annexure “A-5”** collectively.

- x) The Society have represented to the Purchaser/s that there were existing 22 **residential flats and + 6 commercial shops** in the said old building standing on the said property who will be/ are re-accommodated in the **“same”** Wing of the new building to be constructed on the said property.
- y) The Society shall enter into separate Agreements/ Letter of Allotments with the said existing members for providing them with newly constructed premises with additional area as agreed in AGM in newly constructed building in the ‘same’ Wing of the new building to be constructed on the said property and with several other persons and parties for the sale of flats / shops and car parking spaces etc. in the said new building/s.
- z) The Society have entered into standard Agreement with M/s. CNS Consultants; Architect registered with the Council of Architects for preparation of the plans and for construction of the proposed building/s and such Agreement is as per the Agreement prescribed by the Council of Architects.
- aa) The Society have appointed Structural Engineers for the preparation of the structural design and drawings of the new building/s proposed to be constructed on the said

Property and the Development shall be under professional supervision of the Architect/s and the Structural Engineer/s till the completion of the building/s.

- bb) In accordance with the plans and the revised plans sanctioned and IOD **No. CHE/WSII/1139/R/C/337(NEW) Dated 11.04.2017** issued by the Municipal Corporation of Greater Mumbai, the Society are developing the said Property described in the First Schedule hereunder written and are constructing therein building/s to be known as **“Charkop Jin Prem Co-operative Housing Society Ltd.”** consisting of (Part) Ground floor for Shops & (Part) Stilt for Parking + (Part) First floor, + 2<sup>nd</sup> to 14<sup>th</sup> Upper floors for Residential user.
- cc) While sanctioning the said plans in respect of construction of the proposed building/s on the said property, the concerned local Authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Society as stated herein and also mentioned in their NOC for I.O.D purpose under **No. CO/MB/REE/NOC/F-923/1393/2016 Dated 12.09.2016** while developing the said property and the said building/s thereon and upon due observance and performance of which only the concerned Authority shall grant Occupation Certificate/s in respect of the said building/s.
- dd) The Society pursuant to the sanction of the plans and the revised plans and issuance of the IOD for construction of the proposed building to be named as **“Charkop Jin Prem Co-operative Housing Society Ltd”** (hereinafter referred to as the said building) have also obtained Commencement Certificate bearing **No. CHE/WSII/1139/R/C/337(NEW) dated 27<sup>th</sup> September, 2017** from the Executive Engineer (Building Proposals), ‘R/C’ Ward (as amended). The copies of the I.O.D. and Works Commencement Certificate (as amended) referred to hereinabove are annexed hereto and marked with letter **Annexure “A-6” collectively.**
- ee) The Society is/are constructing the said Building/s on the said property in accordance with the said sanctioned plan and the revised plan and sanctioned scheme of MHADA and shall sell the premises therein on ownership basis or such other basis as they may in their absolute discretion deem fit and proper.

- ff) The title of the Society herein as to the said Property is certified by Shri. Sachin S. Shanbhag, Advocate as per his Certificate of Title dated 02.02.2018 a copy whereof is annexed hereto and marked with letter **Annexure-“A-7”**
- gg) The Purchaser/s has/have seen the said property prior to the execution of this Agreement. The Purchaser/s has/have demanded from the Society and the Society have given inspection to the Purchaser/s of all the original documents of title relating to the said property including the title certificate issued by Shri. Sachin S. Shanbhag, Advocate, Property Register Card, Relevant Orders, Approved Plans/Revised Plans, IOD, Commencement Certificate, Designs and Specifications prepared by the Society Architects and all other documents as specified under the Maharashtra Ownership of Flats (Regulations of the Promoters of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as the ‘said Act’) and rules made there under.
- hh) The Society have informed to the Purchaser/s and the Purchaser/s is/are aware that the Society will/ shall redevelop the said Property at their own (Self Development) by constructing building/s as per the sanctioned plans, with such modifications thereto as the Society may from time to time determine and as may be approved by the concerned local bodies and Authorities.
- ii) The Society have also entered into the Agreement with the Contractor and RCC Consultant for carrying out construction of the said Building/s as per the plans prepared by their Architects and sanctioned by the Municipal Corporation of Greater Mumbai.
- jj) The Society have entered and/or will enter into similar such Agreement with other persons and/or parties in respect of the sale of other flats/premises/parking spaces etc. in the said Building/s.
- kk) The Purchaser/s has/have applied to the Society for allotment to the Purchaser/s of Flat/Premises bearing No. \_\_\_\_\_in Wing-“ \_\_\_\_\_” admeasuring \_\_\_\_\_sq.ft. equivalent to \_\_\_\_\_sq. mtrs carpet area (approx) on the \_\_\_\_\_Floor comprised in the Sale Building/ Sale Portion to be known as **“Charkop Jin Prem Co-operative Housing Society Ltd”** (description of said flat premises more particularly described in Second Schedule herein under written) to be constructed on the said property described in the First Schedule hereunder written for the consideration and on the terms and conditions hereinafter appearing.

- ll) Under Section 4 of MOFA Act, the Society are required to execute a written agreement being these presents for the sale of the said flat/premises in the said proposed building.
- mm) The recitals contained hereinabove form an integral part of this agreement as if the same were set out and incorporated in the operative part.

1. The said Building is and shall always be known as **“Charkop Jin Prem Co-operative Housing Society Ltd”** on the said property and the plans of the said building are sanctioned as recited above. The Purchaser confirm that he / she / they have carefully inspected all the relevant documents / approvals including the said (a) sanctioned plans, (b) I.O.D. (c) Commencement Certificate and also (d) said Agreement for Sale.

2. **Payments by the Purchaser/s to the Society:-**

Subject to the terms and conditions herein contained, the Society has agreed to sell and the Purchaser has / have agreed to purchase flat/ shop / premises as described hereunder, which is hereinafter referred to as **“the said Premises”**.

(A)	PROJECT NAME	:	<b>“Charkop Jin Prem Co-operative Housing Society Ltd”</b>
(B)	LOCATION	:	Plot No. 224, Sector no.5, Charkop, Kandivali-West, Mumbai
(C)	NAME OF THE BUILDING	:	<b>“Charkop Jin Prem Co-operative Housing Society Ltd”</b>
(D)	PREMISES NUMBERS	:	
(E)	FLOOR	:	
(F)	AREA	:	2 BHK -482.98 Sq. Fts Carpet approx 3 BHK -702.99 Sq. Fts Carpet approx

(G)	BASIC AMENITIES PROVIDED		
(H)	GROSS AMOUNT	:	.)

(A) The Purchaser has already paid to the Society, a sum of Rs. \_\_\_\_\_/- at the time of booking of the said premises.

(B) The Purchaser hereby agrees and undertakes to pay to the Society, a sum of Rs. \_\_\_\_\_/- on or before execution of this present.

(C) The Purchaser hereby agrees and undertakes to pay to the Society, remaining consideration amount as per following schedule at and or after execution of this present in following manner:-

Sr. No.	Description	Percentage
1.	Completion of Footing and Plinth Work	06%
2.	Completion of 1 <sup>st</sup> Slab	04%
3.	Completion of R.C.C Slab 2 <sup>nd</sup> to 15 <sup>th</sup> (14 <sup>th</sup> Slab *2.50% per slab)	35%
4.	Completion of U.G.T	02%
5.	Completion of O.H.T/ L.M.R	01%
6.	Completion of masonry work	07%
7.	Completion of internal plaster	05%
8.	Completion of external Plaster	05%
9.	Completion of Tiling Work	08%
10.	Completion of Water proofing work	01%
11.	Completion of Doors and Windows fittings	04%
12.	Completion of Plumbing	08%

13.	Completion of Electric Work	05%
14.	Completion of painting Work	03%
15.	Completion of Gypsum Work	03%
16.	Completion of Paving all surrounding SWD Etc.	02%
17.	At or the time of possession	01%
		100%

All the above payment shall be inclusive of payment for basic amenities provided by the society to the Purchaser as per “**Annexure - \_\_\_\_\_**” which payment will be made by the Purchaser to the society in the name of “**Charkop Jin Prem Co-operative Housing Society Ltd**” A/C.

Therefore agreed total consideration between the parties of this Agreement is Rs. \_\_\_\_\_/ - (Rupees \_\_\_\_\_ Only)

**3. OTHER CHARGES FOR THE SAID PREMISES:**

The Purchaser shall make the payment of other charges as detailed under, in favour of “**Charkop Jin Prem Co-operative Housing Society Ltd**” A/c.” to the Society on or before execution of these presents:

Sr. No.	Head / Purpose of the payment	Amount payable (Amt. in Rupees)
1	Share Money	As applicable
2	Society / Forum Registration	As applicable
3	Legal Charges	As applicable
4	Corpus Fund (Rs.____/- per sqft for Resi. Premises)	As applicable
5	Maintenance Charges (Adv. For 12 months @ Rs.____/- per sqft	As applicable
6	Property Tax (Adv. For 12 months @ Rs. ____/- per sqft	As applicable
	<b>TOTAL AMOUNT</b>	As applicable

	<b>RS.</b>	
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**4. OTHER CHARGES IN RESPECT OF THE SAID PREMISES:**

The Purchaser, shall make the payment of Extra charges as detailed under, by Cash or by cheque to be drawn in favour of “**Charkop Jin Prem Co-operative Housing Society Ltd**” to the Society on or before execution/ possession of these presents :

<b>Sr.No.</b>	<b>Head / Purpose of the payment</b>	<b>Amount payable (Amt. in Rupees)</b>
1	Electric Meter and Water Charges	As applicable
2	BMC Development Charges and MHADA infrastructure charges	As applicable
3	Other additional deposits & charges	As applicable
4		
	<b>TOTAL AMOUNT</b>	As applicable
	<b>RS.</b>	As applicable

The abovementioned charges may be increase as per the then Rules and deviation in cost;

**5. Outgoings payable:**

Commencing a week after notice is given by the Society to the Purchaser that the said premises are ready for use and occupation as provided hereinbefore, the Purchaser shall be liable and hereby agrees and undertakes to bear and pay all taxes and charges for electricity and other service charges and the outgoings payable in respect of the said premises. It is expressly agreed that the Purchaser shall invariably after execution hereof pay and deposit with the Society the amounts as mentioned hereinabove above, which shall not carry any interest

6. The Purchaser/s shall pay the amounts as aforesaid without fail and without any delay or default. Time for payment of the aforesaid is the essence of the contract. The Society will forward to the Purchaser/s by ordinary post intimation of the date of offering the possession of the said premises and the Purchaser hereby agrees and undertakes to pay the balance due amount to the Society dispatching such intimation under certificate of Posting / Courier at the address of the Purchaser/s as given in these presents.

**7. Termination on Default in payment:**

(a) Time for the payment of the purchase price of each installment thereof and other dues by the Purchaser in terms hereof is the essence of this contract. If the Purchaser commits any default in payment of any of the installments mentioned hereinabove AND if the default continues inspite of a notice in writing sent by the Society to the Purchaser requiring Purchaser to pay to the Society the outstanding installments together with 24% interest thereon, the Society shall have absolute liberty to terminate this Agreement and forfeit the earnest money/deposit/amount paid hereunder by the Purchaser to the Society. On the Society terminating this Agreement the Society shall have absolute liberty and authority to sell and dispose of the said premises to any other person as the Society may deem fit at such price as the Society may determine and the Purchaser shall have no right to object or question, dispute such sale or to claim any amount as compensation of any nature whatsoever from the Society.

(b) **Cancellation**

If the Purchaser cancels the booking of the said premises or cancels the present agreement at any stage and for whatever reason then the Society shall have absolute liberty to forfeit the earnest money and whatever deposit/amount paid by the Purchaser to the Society up to the date of cancellation. In the event of any party to this Agreement canceling and/or terminating this Agreement for whatever reason the Society shall have absolute liberty and authority to sell and dispose of the said premises to any other person as the Society may deem fit at such price as the Society may determine and the Purchaser shall have no right to object or question, dispute such sale or to claim any amount as compensation or otherwise of any nature whatsoever from the Society.

(c) **Breach of Conditions:**

Without prejudice to other rights of the Society under this Agreement and / or otherwise under any law for the time being in force, the Purchaser shall be liable to and hereby undertakes to pay interest at the rate of 24% per annum to the Society on all amounts that may be due and payable by the Purchaser to the Society under the Agreement, provided such amount remains unpaid for a period of seven days or more after becoming due.

**8. Restriction apart from the said premises:**

It is expressly agreed that the right of the Purchaser under this Agreement is restricted to the said premises agreed to be acquired by the Purchaser only and all the other premises and / or portion or portions of the said property and its appurtenant portions of land and open spaces, recreation grounds, path ways etc. shall forever be the sole and absolute property of the Society and the Society shall always be entitled to develop, use, possess, occupy, enjoy and/or otherwise deal with and dispose of the same in the manner

deemed fit by them without any reference, interference, recourse, consent or concurrence etc. of/from the Purchaser.

**9. Disclosure as to title:**

The Purchaser has, before agreeing to acquire the said premises, duly satisfied himself / her after making all necessary inquiries with the concerned authorities and has/ have investigated the title of the said property and is fully aware of the right, title and interest of the Society. The Society has placed and kept a copy each of all the documents plans, specifications, IOD, CC, the said Agreement of Sale, at the said property and have permitted all the purchasers to inspect the same.

**10. Possession:**

Possession of the said premises shall be delivered by the Society to the Purchaser after the said premises are finally ready for use and occupation PROVIDED all the amounts due and payable by the Purchaser under this Agreement are duly paid to the Society. The Purchaser shall take possession of the said premises within seven days of the Society giving written notice to the Purchaser intimating that the said premises are ready for use and occupation. The Purchaser shall before taking possession of the said premises, inspect the same carefully and thoroughly and then take possession. In the event of the Purchaser taking possession of the said premises he should be deemed to have inspected the same carefully and thoroughly and found the same without any defect as regards the construction and / or amenities and facilities unless otherwise recorded and intimated in writing by the Purchaser to the Society.

**11. Delay / Failure to give possession on due date:**

- (a) Possession of the said premises shall be delivered by the Society to the Purchaser on or before the end of 36 months from the date of execution hereof, provided all the payments and charges payable by the Purchaser as due hereunder are fully paid by the Purchaser.
- (b) The Society shall not incur any liability of any nature whatsoever if they are unable to deliver possession of the said premises by the aforesaid date, if the completion of the project is delayed 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 financial condition of the Society or economy downswing real estate or any other industry or any force majeure or vis major or for any other reason beyond the control of the Society and in any of the aforesaid events the Society shall automatically be entitled to a corresponding extension of time for delivery of possession of the said premises.

**12. Use and Occupation of the premises.**

Upon possession of the said premises being delivered to the Purchaser he / she shall be entitled to the use and occupation of the said premises. The Purchaser however shall not be entitled to and shall not change the user of these premises. Upon the Purchaser taking possession of the said premises he / she shall have no claim of any nature whatsoever against the Society in respect of any item or work in the said premises which may be alleged not to have been carried out or completed.

13. The Purchaser agrees and undertakes and binds himself / herself to pay regularly every month, by the 5<sup>th</sup> of each month to the Society until the Registration of the Society and thereafter to the to such Society the proportionate share that may be decided by the Society or such Society as the case may be, for various expenses / levies including (a) Insurance Premium (b) all Municipal and other taxes that may from time to time be levied against the said land and / or building including water taxes and water charges (c) outgoings for the maintenance and management of the estate and the amenities, common lights and other outgoings and Maintenance charges such as collection charges, charges for watchman, sweeper and maintenance of accounts, incurred in connection with the said property;
14. It is agreed that in respect of moneys paid as mentioned in clauses 2, 3 & 4 and sub-clause and ---- of clause ----- the Society shall not be liable to render any accounts.
15. It is agreed by and between the parties hereto that there will be separate document for allotment of car parking space and therefore this Agreement is not for the allotment of any car parking space.

**16. Purpose or Use:**

The Purchaser shall not use the said premises for any other purposes other than as a private residence and the shop shall be used for any commercial purpose permissible by law. The Purchaser shall under no circumstances enclose the stilt area or change the façade.

**17. Maintenance of the Elevations:**

The Purchaser shall maintain the front elevation, side elevation and rear elevation of the said premises, in the same form as the Society construct and shall not at any time affect / alter the said elevations in any manner whatsoever without the prior consent in writing from the Society. Further the Purchaser shall not alter the size and position of and any of the windows of the said premises.

**18. Compliance with Government Authorities:**

The Purchaser shall from the date of possession maintain the said premises at his / her cost in a good condition and shall not do or suffer to be done anything in or to the said premises and / or common passages, or the compound which may be against the rules or bye-laws of the Mumbai Municipal Corporation, Forum of the Premises Purchasers, and

shall also comply with the orders passed by the Government of Maharashtra and other authorities under the provisions of the Law for the time being in force.

**19. Sale of other premises /shops / car parks etc.**

Provided, it does not in any way affect or prejudice the right of the Purchaser in respect of the said premises, the Society shall have absolute and unfettered liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said land and/or in the building/s to be constructed thereon and also the premises/shops/garage /parking space and other units entirely at their own absolute discretion and upon such terms and conditions that the Society shall deem fit and proper and the Purchaser will not be in any manner entitled to object or to interfere in any manner to the said sale by the Society.

20. The Purchaser shall have no claim of any nature whatsoever except in respect of the particular premises hereby agreed to be purchased. All other open spaces, un-allotted premises / shops, car parking spaces, stilt areas and other spaces etc. will remain the sole and absolute property of the Society until the part/whole property viz. land and building are leased to the Forum of the Premises Purchasers as provided hereunder and shall always be subject to the right of the Society under this Agreement or otherwise.
21. The Purchaser hereby grants his/her/their irrevocable power and consent to the Society and declares, agrees and undertakes:
- (a) to the Society for selling any part or portion of the said building including the open terrace, right of hoardings, stilts or any portion thereof or any open area of appurtenant land for exclusive use as a garden, display of advertisements, hoarding, parking, as same may be convenient to the Society;
  - (b) not to raise any objection, reservation, dispute or interfere with the enjoyment of the Society's right reserved hereunder;
  - (c) to execute, at once, if any, further or other writing, documents etc. if required or for necessary for the purpose and intent of this agreement by the Society;
  - (d) to do all other acts, deeds, things and matter which the Society in his absolute discretion deem fit and call upon for the Purchaser to do such act for putting into complete effect the provision of this agreement;
  - (e) that the Society shall be entitled to change the user of any of the building(s) in the said property as per its sole discretion.

The aforesaid consent, undertakings and agreement shall remain valid continuous, irrevocable, subsisting and in full force even after the possession of the said premises is handed over to the Purchaser and / or the said property leased to the Forum of Premises Purchasers and to whosoever acquire the premises from such persons signing agreement.

22. The nature, extent and description of the “Limited common area and facilities” shall be as under:

**LIMITED COMMON AREA AND FACILITIES to the Purchaser of buildings:**

- (i) Common Entrance lobby and foyer of the particular building in which the above mentioned premises is located and the lift / lifts of such building shall be for the purchasers of the respective building.
- (ii) The staircase of the particular building including main landing of the particular building in which the said premises is located shall be available to the purchasers of the respective building for the purpose of ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping etc. under any circumstances.
- (iii) These limited Common Areas and Facilities are applicable to all the purchasers of flats/premises located in the particular building in question.
- (iv) The underground water tanks with the pumps and pumps-house and the overhead water tank are constructed separately for each building to be always known as “-----” will serve only that particular building.

**23. Rights of hoarding:**

Nothing contained herein shall deprive the Society of their rights to absolutely and exclusively let out hoarding for advertisement from the compound and/or terrace of the buildings. It is expressly agreed that the Society shall be fully and exclusively entitled to either use for themselves or to sell to any person/s Hoarding rights (including rights to put up Hoarding in the compound and on the terrace);

24. The parties hereto specifically declare and confirm that:
- (a) The Premises Holder has personally and carefully inspected the property and had ascertained for himself / herself that the finishing work of the said building is still in progress and the said premises is almost ready and / or fit for use and occupation;
  - (b) Occupation Certificate / Building Completion Certificate in respect of the said building has not yet been applied for or issued by the Municipal Corporation of Greater Bombay as required by law and consequently under the provisions of Section 3(2) (i) of the Maharashtra Ownership Flats Act, 1963 the Society are not entitled to allow the Premises – Holder to enter into possession of the said premises and the Premises-Holder is prohibited from taking possession of the said premises till such Certificate is given by the B.M.C.;
25. The Purchaser by himself/themselves with intention to bind all persons into whose hands the said premises may hereinafter come, hereby agree, undertake and covenant with the Society as follows:

- a) To maintain the premises at the Purchaser's own cost in good tenantable condition from the date of possession of the said premises is taken and not do or suffered to be done anything in or to the building in which the said premises is situated, staircase or any passages which may be against the rules, regulations or byelaws of concerned of local or any other authority or change/alter or make addition in or to the building in which the premises is situated or the premises itself or any part thereof.
- b) Not to store in the premises any goods which are hazardous, combustible or of 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 on the upper floors which may damage or likely to damage the stair cases, common passages or any other structure of the building in which the said premises is situated and in case any damage is caused to the building in which the premises is situated on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- c) To carry out at her/his own costs all internal repairs to the said premises and maintain the premises in the same conditions, state and order in which it was delivered to the Purchaser and not do or suffer to be done anything in or to the building in which the said premises is situated or in the premises which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority or the forum of the premises purchasers and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said premises or any part thereof nor any alteration in which the elevation and outside colour scheme of the building in which the said premises is situated is affected and keep the 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 building in which the said premises is situated and not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural chambers in the said premises without the prior written permission of the Society and/or the Forum of Premises Purchasers and the concerned local authorities and/or any other public bodies.
- 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 building in which the said premises is situate or any part thereof or whereby any increase in the 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 into the compound or any portion of the said property or the adjacent buildings or open spaces and the building in which the said premises is situated.
- g) Pay within 10 days of demand, their share of security deposit demanded by any concerned local authority or government for giving water, electricity or any other service connection to the building in which the said premises is situated.
- h) 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.
- i) The Purchaser shall observe and perform all the rules and regulations which the Forum of Premises Purchasers may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by such forum of premises purchasers regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- j) The Purchaser shall not at any time cause or permit any public or private nuisance in or upon the said premises, building, said property, open spaces or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the Society or to the occupants of the neighboring properties / buildings.

**26. Transfer of interest in the said premises:**

The Purchaser shall not let, sub-let, sell, transfer or assign or part with his interest under or benefit of this Agreement or part with possession of the premises and without obtaining prior consent of the Society in writing until : (a) Registration of the Forum of the Premises Purchasers and (b) he / she has paid and cleared all the dues under this Agreement or otherwise (c) he / she has not violated in any manner any of the terms and conditions under this agreement.

**27. In case of let, sub-let, transferred etc.**

- (a) The Purchaser and the persons to whom the said premises are let, sub-let, transferred, assigned or given possession of with the consent of the Society, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Society and / or such forum of premises purchasers may require the Purchaser for safe

guarding the interest of the Society and / or or the forum of the premises purchasers or of other Premises / Shop Purchasers in the said building.

- (b) The Purchaser and the persons to whom the said premises are let, sub-let, transferred, assigned or given possession of with the consent of the Society shall observe and perform all the bye-laws and / or the rules and regulations which the Forum of Premises Purchasers may adopt and also observe additions, alterations or amendments thereof for protection and maintenance of the said building and the premises therein and / or in the compound and for the observance and carrying out of the Building Rules and Regulations, the Bye-laws for the time being of the Bombay Municipal Corporation and other public bodies. The Purchaser and the persons to whom the said premises are let, sublet, transferred, assigned or given possession, shall observe and perform all the stipulations and conditions laid down by such Forum of Premises Purchasers and/or the Government of Maharashtra and / or the Society as the case may be, regarding the occupation and uses of the buildings and the premises and shall pay and contribute regularly and punctually towards the taxes and / or expenses and other outgoings in accordance with the terms of this Agreement;

**28. Premises to be kept in good tenable conditions:**

The Purchaser hereby covenants that from the date on which possession of the said premises are offered he/she shall keep the said premises, partition wall, sewers, drains, pipes and appurtenance thereof belonging in good tenable condition and shall abide by the conditions of the Government, Bombay Municipal Corporation or the B.S.E.S. Co. Ltd. Forum of the Premises Purchasers, or Reliance Energy Limited and any other authorities and local bodies and shall attend, answer and will be responsible for all violation of any such conditions or rules or bye-laws.

**29. Right of hoardings and advertisement:**

It is expressly agreed that the Society shall always have a an undisturbed, unfettered and irrevocable right and be entitled, even after the execution of the Deed of Lease in respect of the said property and the buildings constructed thereon, to put a hoarding on the said property or any parts of the building or buildings including on the terrace and on the parapet wall of the said Buildings and the said hoardings may be illuminated or comprising of neon sign and for that purpose the Society is fully entitled to and authorized to construct or allow temporary or permanent construction or erection for installation either on the exterior of the said buildings or on the said property as the case may be and further the Society shall solely be entitled to use and allow to third parties to use any part of the building and the property for installation of cables, satellite, communication equipment, cellular telephone equipment radio turnkey equipment, wireless equipment etc. The Purchaser and/or the organization of premises purchaser agrees not to object or dispute the same in any manner whatsoever. It is expressly agreed between the parties hereto that the Society is entitled, at its sole and absolute discretion to

transfer, assign and/or deal with or dispose of its rights under this clause to any person or persons from time to time.

**30. FSI:**

None of the Forum/s of the Premises Purchasers shall be entitled to any FSI exceeding the FSI consumed in such building and that all the remaining FSI and right to consume the same including as and by way of addition to such building horizontally or vertically will exclusively belong to the Society.

**31. Unsold premises:**

In the event of the Forum of the Premises Purchasers being formed and registered before the sale and disposal by the Society of all the flats, shops and other premises in the building the power and authority of the Forum of the Premises Purchasers so formed and / or of the Purchaser herein and / or Purchaser of the other premises and shops in the said building shall be subject to the overall authority and control of the Society in respect of any of the matters concerning the said building the construction and completion thereof and all amenities pertaining to the same and in particular the Society shall have sole and absolute authority and control as regards as unsold premises/shops and other premises and the areas underneath the stilts and the disposal thereof. The Society shall be liable to pay only the Municipal taxes at actual in respect of the unsold premises, shops and other premises and in such case, the Society shall join in as the Society / Member in respect of such unsold premises as and when such premises are sold to the persons of the choice and at the discretion of the Society, the Forum of the Premises Purchasers shall admit such purchasers of such premises as member without charging any premium or donation or any other extra payment in any manner and without any objection for admission of such purchase as the member of the said Forum of the Premises Purchasers.

32. Legal Consultants/Advocates of the Society shall prepare and / or approve as the case may be, the Deed of Lease and all other documents to be executed in pursuance of this agreement as also the bye-law in connection with the formation, registration and / or incorporation of the Forum of the Premises Purchasers. All costs, charges and other expenses in connection with the preparation and execution of the Deed of Lease and other documents and formation and registration of the Forum of the Premises Purchasers shall be borne, shared and paid by all the purchasers of the said building in proportion to the respective area of their corresponding premises and / or paid by such Forum of the Premises Purchasers. Such amount shall be kept deposited by the Purchaser with the Society invariably before the time of taking possession of the said premises and the said amount shall not bear any interest.

**33. Stamp Duty & Registration Charges:**

The stamp duty and registration charges of and incidental to this Agreement and any document executed in pursuance of this Agreement and/or in respect of the said premises

and/or the said property shall be borne and paid by the Purchaser. It shall be the responsibility, obligation and liability of the Purchaser to lodge this Agreement for registration. In the event the said agreement is not lodged for registration by paying the appropriate stamp duty as may be applicable under the law, the Purchaser only shall be liable to bear and pay the fines, penalty etc. and entirely at his / her / their own risk. In compliance with the obligations under the law, the Society will attend the office of the Sub-Registrar of assurance, Bombay and admit execution of this Agreement and so as to get the same registered, after the Purchaser inform the Society in writing the number under which it is lodged and forwarding the photo copy of the Receipt issued by the Sub-Registrar of Assurance.

**34. Non – Refundable Deposits:**

The Non-refundable deposits that may be demanded by or paid to the Mumbai Municipal Corporation for the purpose of occupation certificate and / or Building completion Certificate and for giving water connection to the said building shall be payable by all the purchasers of the said building in proportion to the respective area of their corresponding premises, the amount of the same shall be determined by the Society. The Purchaser agrees to pay to the Society within seven days of demand, such Proportionate share of such deposit.

**35. Other charges from any Authority or Government:**

If at any time any further development tax and / or charges, and / or betterment charges or other levy are charged, levied or sought to be recovered by the Mumbai Municipal Corporation, Government and / or any other public authority and /or S.R. Authorities in respect of the said land and / or the building and / or the approval of construction or occupation thereof the same shall be borne and paid by all the purchasers in proportion to the respective area of their corresponding premises.

**36. Monthly contribution / Charges.**

The Purchaser hereby agrees and undertakes to pay to the Society, his/her provisional monthly contribution per month as mentioned above towards the aforesaid outgoing and maintenance charges from the date as provided herein above and payable every month regularly in advance till such time as the said property is Leased to Forum of the Premises Purchasers and he/she shall not with-hold the same for any reason whatsoever.

**37. Address of Purchaser for service of the notice:**

All notices to be served upon the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by courier/registered post/ under certificate of posting/ordinary post at his / her address first hereinabove mentioned.

38.. The Purchaser shall permit the Society and their surveyors and agents, with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and the Purchaser shall make good, within three months of the Society giving a notice, all defects, decays and work of repairs of which such notice in writing shall be given by the Promoters to the Purchaser and also for the purpose of repairing any part of the building and for the purpose of making, repairing maintaining, rebuilding, cleaning, lighting and keeping in order and condition all service, drains, pipes, cables, water courses, gutters, wires, partition, walls or structure or other convenience belonging to serving or used for the said building, and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric wires and cables and for similar other purposes and for all other purposes contemplated by this Agreement.

39. It is clearly understood and agreed by and between the parties hereto that the Society shall have the unqualified and unfettered right to sell, or transfer, assign, lease or give on license basis, assign or otherwise deal with or disposed of to anyone of its choice, the terrace above the top floor of the said building subject to the necessary means of access to be permitted for such purposes so as to reach the water tank and lift machine room of the building. The Purchaser/s of such terrace shall be entitled to make use of the same for all purpose whatsoever as permissible by law. However, the Purchaser shall not enclosed or cover the said terrace without the written permission of the Society and/ or the Forum of the Premises Purchasers as the case may be and the Mumbai Municipal Corporation.

**40. It is also understood and agreed by and between the parties hereto:**

(a) that the purchase price mentioned hereinabove is purely on lump sum basis and no dispute whatsoever shall be entertained at any time relating to purchase price. The Aggregate areas mentioned herein for flats/premises shall be used for determining the proportionate distribution amongst the various premises holders of any common expenses incurred or to be incurred on the whole of building and land and which distribution is otherwise not specified anywhere else.

(b) that irrespective of disputes if any, which arise between the Purchaser and the Society and / or the said Forum of the Premises Purchasers all amounts, contributions and deposits including amounts payable by the Purchaser to the Society under this Agreement must always be paid punctually by the Purchaser to the Society and shall not be withheld by the Purchaser under any circumstances and for any reason whatsoever.

**41. Increase of FSI, without rebate to the Purchaser:**

If any time prior to the execution of the Lease Deed, the F.S.I. at present applicable to the said property is increased, such increase shall ensure exclusively and solely for the benefit of the existing original society members alone without any rebate to the Purchaser.

**42. Society to have charge till all the amounts paid:**

Notwithstanding anything contained in this Agreement or any other documents executed or to be executed in future in respect of the said premises, the Society shall always have a first charge on the said premises agreed to be acquired by the Purchaser for recovery of all the amounts due and payable by the Purchaser to the Society under this Agreement or otherwise.

43. The Purchaser hereby agrees that even after the Forum of the Premises Purchasers is formed and/or Deed of Lease is executed, the Society will not be liable or required to pay any taxes, maintenance charges for the retained, unsold premises/flat and the Purchaser/ Forum of the Premises Purchasers shall not charge or recover the same from the Society at any time.

**44. Forbearance:**

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

**45. MOFA Act:**

This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act 1963 and the Rules made there under from time to time AND other applicable provisions of the law time being in force.

**46. Jurisdiction:**

In the event of any dispute arising as regards to this present agreement, Hon'ble Court at Bombay shall have the sole and exclusive jurisdiction to entertain and decide the dispute so arisen.

**IN WITNESS WHEREOF** the parties hereto have executed these presents the day and year first hereinabove mentioned.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

All that piece or parcel of land or ground said Lessee the piece of land or ground containing by admeasuring about 919.6 Sq. Mtrs admeasuring 919.6 Sq. Mtrs or thereabout together with the

tenement or building known as “**Charkop Jin Prem Co-operative Housing Society Ltd**” standing thereon all which premises being situate at Plot No. 224, RDP-5, in Sector No. 5, Part-V, in Scheme Charkop- Kandivali S. No. 149 of Kandivali Village , Taluka Borivali and within the registration District and Sub-District of Mumbai Suburban District and within the local limits of Mumbai Municipal Corporation and bounded as follows:-

- On or towards the North by: - Plot No. 222
- On or towards the South by: - 9 M wide Road RSC-44
- On or towards the West by: - 30 M2 Plots Cluster 507
- On or towards the East by: - 19.30 M Wide Road RDP-5

**THE SECOND SCHEDULE ABOVE REFERRED TO**

All that Residential Flat/Premises bearing No. \_\_\_\_\_in Wing-“ \_\_\_\_\_” admeasuring \_\_\_\_\_sq.ft. equivalent to \_\_\_\_\_sq. mtrs carpet area (approx) on the \_\_\_\_\_Floor comprised in the Sale Building/ Sale Portion to be known as “Charkop Jin Prem Co-operative Housing Society Ltd” the said flat premises constructed on the plot of land more particularly described herein first schedule mentioned hereinabove. The said building consisting of (Part) Ground floor for Shops & (Part) Stilt for Parking + (Part) First floor, + 2<sup>nd</sup> to 14<sup>th</sup> Upper floors for Residential user.

**SIGNED SEALED AND DELIVERED BY )**

**THE WITHINNAMED SOCIETY )**

)

Though its Authorized Signatory )

\_\_\_\_\_ )

Pan No. \_\_\_\_\_ )

in the presence of )

1. \_\_\_\_\_ )

2. \_\_\_\_\_ )

**SIGNED SEALED AND DELIVERED** )

**BY THE WITHIN NAMED PURCHASER/S** )

\_\_\_\_\_ )

Pan No. \_\_\_\_\_ )

in the presence of \_\_\_\_\_ )

1. \_\_\_\_\_ )

2. \_\_\_\_\_ )

**RECEIPT**

**RECEIVED** from Shri / Smt. \_\_\_\_\_ a sum of  
Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) by  
Cheque / DD / No. \_\_\_\_\_ dated \_\_\_\_\_ and drawn upon  
\_\_\_\_\_ Bank \_\_\_\_\_ Branch, Mumbai being the  
amount as provided for hereinabove.

Dated this \_\_Day of \_\_\_\_\_ .

**I/ We SAY RECEIVED**

\_\_\_\_\_

### **ANNEXURE - “ B ”**

Basic Amenities provided along with premises are as follows:-

**SR. NO.**

1. Verified Flooring
2. Wooden Doors.
3. Plastic Paint (inside)
4. Concealed Wiring
5. Concealed Plumbing
6. Standard Sanitary Fittings

## **ANNEXURE-“ C ”**

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

**1. Common Areas and Facilities :**

- a) Entrance lobby and foyer of the Building;
- b) Compound of the building, i.e. the open area (out of the said land described in the First Schedule above) appurtenant to the built-up area of the building, but excluding the open car parking spaces in the compound allotted/to be allotted to the respective premises holder and garages, if permitted and constructed;
- c) staircase and including main landing , for the purpose of ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping;

**2. Limited Common Areas and Facilities :-**

- a) Landing in front of the stairs and lift on the floor on which the particular premises is located, as a means of access to the premises but not for the purpose of storing or as a recreation area, or for residence or for sleeping;

- b) This landing is limited for the use of the residents of the flats located on that particular floor and for visitors thereto, but is subject to means of access for reaching the other floors, available to all residents and visitors;

\*\*\*\*\*  
\*\*\*\*\*

DATED    THIS    \_\_\_\_DAY    OF  
\_\_\_\_\_, 20\_\_\_\_

\*\*\*\*\*  
\*\*\*\*\*

BETWEEN

“THE SOCIETY”

AND

---

“THE PURCHASER”

**ARTICLES OF AGREEMENT**

## **ANNEXURE LIST**

A-PROPERTY CARD.

A1-MHADA AREA CERTIFICATE.

A2-SOCIETY REGISTRATION CERTIFICATE.

A3-DY.REG LETTER.

A4-CERTIFIED COPY OF EXTRACT OF A.G.M DATED  
17/7/2016

A5-(I)MHADA OFFER LETTER. Dt. 13/07/2016

(II) MHADA OFFER LETTER Dt. 12/09/2016

(III) MHADA CC.

A6-(I) MHADA NOC for IOD.

(II)BMC IOD/FULL CC.

A7-ADVOCATE TITLE.

B-LIST OF AMMINTES.

C-COMMON AREAS AND FACILITIES.

D-BMC PLAN COPY.

E-RERA CERTIFICATE.