

## **ALLOTMENT LETTER**

Date : \_\_\_\_\_

To,

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**Ref : Allotment of BHK Flat No. \_\_\_\_\_ in our project Ashwini Residency (Borivali Ashwini CHSL) on plot bearing C.T.S. No. 360, Village Borivali Eksar Road, Near Laxminarayan Temple, Borivali (W), Mumbai - 400092.**

Sir,

We have allotted you \_\_\_\_\_ BHK Flat No. \_\_\_\_\_ on \_\_\_\_\_ floor having an area of \_\_\_\_\_ Sq.ft. carpet along with \_\_\_\_\_ parking slot in stack/puzzle parking machine in our above referred project for total consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only). We confirm that we have received Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as booking payment towards the same with following details.

Date	Cheque No.	Bank Name	Amount
<b>Total</b>			

You have to make the balance payment of Rs. \_\_\_\_\_/- as per the payment schedule (Annexure "A") enclosed.

In addition to the above government and society charges are enclosed as per (Annexure "B")

Immediately after execution of regular Agreement for sale between us this allotment letter shall have no effect and will be treated as null and void.

**For "Ethics Infra Development Pvt. Ltd."**

**Director.**

## **AGREEMENT FOR SALE**

ARTICLES OF AGREEMENT are made at MUMBAI on this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

### **BETWEEN**

**M/S. ETHICS INFRA DEVELOPMENT PVT. LTD.**, a Company duly registered under the provisions of the Indian Companies Act, 1956 having its registered office at Radha Kunj Bungalow, Next to Corporation Bank, I. C. Colony, Borivali (W), Mumbai – 400 103 shall hereinafter be referred to as "**The Developers**" (Which expression shall unless it be otherwise repugnant to the context or meaning thereof mean and include its partners and their legal representatives, executors, administrators and assigns) of the **ONE PART**;

### **AND**

Mr./Mrs. \_\_\_\_\_, aged about \_\_\_\_ years, an adult, Indian Inhabitants of MUMBAI, having address at \_\_\_\_\_ shall hereinafter be referred to as "**The Purchaser**" (which expression shall unless it be otherwise repugnant or context or meaning thereof deemed to include his/her/their/its heirs, executors, administrators and assigns) of the **SECOND PART**.

### **W H E R E A S:-**

- A. The Party of the First Part is company registered under Companies Act, 1956 engaged in the business of Construction, Development, and Redevelopment etc.
- B. The party of Second Part is a Party interested in purchase of the Flat from the Developer in the Redevelopment Project of "**THE BORIVALI ASHWINI CO-OPERATIVE HOUSING SOCIETY LIMITED**", registered under the Maharashtra Co-operative Societies Act, 1960 under Registration No. BOM/WR/HSG/TC/2728 of 1986-87, under Certificate of Registration dated 09.02.1987 situated at CTS No. 360, Eksar Road, Borivali (W), Mumbai – 400 091.
- C. By a deed of conveyance dated 29.10.1985 one M/s. Divya Shilpa had purchased and acquired a piece and parcel of land bearing CTS No. 362, admeasuring 400.80 sq. Mtrs. Village Borivali from Smt. Fatimabai Mohamedali, this Deed of conveyance dated 29.10.1985 was registered with the sub-Registrar of Assurances, Mumbai under No. S-3759 of 1985. The said M/s Divya Shilpa got amalgamated the two plots bearing CTS No. 360 and CTS No. 362. The CTS No. 362 was merged in to CTS No. 360 and the property card for CTS No. 362 was cancelled by the Revenue Authorities. The said M/s Divya Shilpa developed the property and constructed a building thereon and sold / allotted the flats therein to individual purchasers by separate flat sale agreements. The said structure is now known "**THE BORIVALI ASHWINI CO-OPERATIVE HOUSING SOCIETY LIMITED**". Thereafter by virtue of indenture dated 10<sup>th</sup> September, 2009 the said Society become the absolute owner of all that pieces and parcels of land described in the **property schedule** hereunder written and hereinafter referred to as the said property.
- D. The Society being absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece or/and parcel of land bearing CTS No. 360 in Village Borivali, Tehsil/Taluka Borivali in the Registration District and Sub-District of Mumbai Suburban & Mumbai City admeasuring 3071.30 sq. Mtrs. lying and being situated at Village Borivali, Eksar Road, Borivali (West), Mumbai – 400 091, within the limits of R-Central Ward of Municipal Corporation of Greater Mumbai (hereinafter referred to as "**the said Land**"), together with building standing thereon and known as "**THE BORIVALI ASHWINI CO-OPERATIVE HOUSING SOCIETY LIMITED**" on the said Land consisting of buildings having Two Wings of ground plus Six (6) upper floors each, consisting total Fifty Three (53) Residential flats which were originally occupied by the Flat Owners

(hereinafter referred to as "**the said Society**"), situated at Village Borivali, Eksar Road, Borivali (West), Mumbai 400 091, (The said Land and the said Building hereinafter referred to as "**the said property**") and more particularly described in the schedule hereunder written and delineated by red color boundary line on the plan hereto annexed and marked as **Annexure - 'A'**;

- E. The said Society buildings on the said property had become sufficiently old and due to lack of maintenance the RCC framework had become weak, cement mortar had also become loose therefore the Society and its members, vide its resolution passed as on dated 27/06/2010, had decided to reconstruct and redevelop the said Society standing on the said property. The buildings being in need of extensive repairs, the society and members in consultation with the Developers evolved a scheme for re-development under Development Control Regulations for Greater Mumbai, 1991 ("hereinafter referred to as the "D. C. Regulations") and in pursuance thereof development rights were acquired by the developer after following the procedure (in spirit) for redevelopment of the society buildings.
- F. By and under the Development Agreement as on dated **12<sup>th</sup> April 2013** registered with the Sub-Registrar of Assurances at Mumbai, under Sr. **No.BDR-1-3433-2013**, executed between the Society of the one part and **M/S. ETHICS INFRA DEVELOPMENT PVT. LTD.** of the second part, the Society have granted the right of development of the said property, unto and in favour of the Developer to develop the said property by demolishing the existing buildings on the said Land and constructing the New Residential Building (hereinafter referred as "the New Residential Building") at and for consideration and on the terms and conditions more particularly recorded therein.
- G. The Developers have executed a registered Irrevocable General Power of Attorney in favour of Mr. Gurudas S. Desai & Mr. Prashant B. Pawar jointly or severally to enable them to obtain all the permissions to get the plans for the development of the said property sanctioned and to get IOD and CC in respect thereof and also to sell, transfer and dispose of the residential flats, commercial premises and other units on directions of the Developers in the development of the said property described in the **First Schedule** hereunder written;
- H. The Developers appointed **M/s Rasik P. Hingoo Associates**, as the Project Architects (hereinafter referred to as the Project Architects and **M/s Kaivant C. Shah & Associates** as Structural Engineers for preparation of the Lay-out and Building Plans and for supervision of the construction work of the new Building (described hereinafter as re-developed building) including the Sale Component exclusively owned by the developer (as more properly defined hereinafter);
- I. After appointment of the Developers for the re-development of society building (after demolishing of existing buildings) the developers prepared and submitted to the MCGM through the Project Architects, proposal(s) in accordance with Development Control Regulation of Greater Bombay 1991, Buildings Bye Laws, Rules and Regulations and all other relevant provisions of Law, for re-development of the existing buildings and have obtained the sanctions from M.C.G.M.
- J. The MCGM sanctioned the proposed plans and the Building Proposal vide Intimation of Disapproval (IOD) No. **CHE/WSII/0234/R2/337(NEW)** dated **18.02.2015** for construction of the new Building Stilt + Two Level Podium + 18 Upper Floors. Upon the compliances by the Developers of the conditions in this behalf prescribed under the said I.O.D., the Developers already obtained from the said Brihanmumbai

Mahanagarpalika the requisite Commencement Certificate dated **24.11.2015** in respect of the construction thus presently proposed on the said Property. The copies of the Intimations of Disapproval (IOD) and the Commencement Certificate (CC) dated are hereto annexed and marked as **Annexure - 'B' and 'C'** respectively;

- K. While sanctioning the said plans, Brihanmumbai Mahanagarpalika has laid down certain terms, conditions, stipulations and restrictions which such terms, conditions, stipulations and restrictions till now have been and even hereafter will have to be observed and performed by the Developers while completing such a proposed construction and only upon the observations and performance whereof, the occupation and completion certificates in respect of such construction shall be granted by the said Mahanagarpalika, the purchaser hereby agrees that Developer shall not need any further approval or no objection for observing, adhering, complying, or performing any and all such terms, conditions, stipulations and restrictions led down by Mahanagar Palika from time to time.;
- L. The Developers above named have given the full free and complete inspection of the originals of the said U. L. C. Permission, the IOD and C.C. as above, as also the sanctioned plans and other consequential drawings, designs, specifications, and documents to the Purchaser/s and that the Purchaser/s is/are fully satisfied about the same. The originals of the said permissions, I.O.D., C.C. and sanctioned plans etc. have been retained by the Developer above named in their office.
- M. Each of the members of the existing society buildings have also entered into separate Permanent Alternate Accommodation Agreements with the Developers recording the terms and conditions for allotment of flats to each of them;
- N. In accordance with the Scheme of Development as outlined and approved, the various approvals, sanctions and permissions are received from the MCGM as Planning Authority including the hereinbefore recited Intimations of Disapproval (IOD) and Commencement Certificate (CC) for utilization of the Floor Space Index ("**FSI**") in accordance with Development Control Regulation (D.C. Regulations), the Developers will be entitled to construct the **new building** being inclusive of permanent alternate accommodations of existing society members, share of society and the Saleable Component of developers share, Stilt + 2 level podium providing for car-parking (hereinafter referred to as the "**Podium**") with several upper floors, of which Podium will be earmarked for parking of Motor Vehicles and 18 (Eighteen) floors will comprise of residential flats.
- O. The right and authority of the Developers to develop the Land in accordance with the scheme of development and hereinbefore recited Approvals, Sanctions and Permissions and further approvals to be obtained, including Intimations of Disapprovals etc. has been investigated by Advocate **Apte & Co.**, Advocates & Solicitors for the Developers who have provided their Title Certificate dated 28.01.2014. A copy whereof is hereto annexed and marked **Annexure - 'D'**;
- P. The Developers commenced the construction of the new building in accordance with the hereinbefore recited separate Intimations of Disapproval (IOD) and the Commencement Certificate (CC);
- Q. The Developers above named have commenced the construction work of their said proposed buildings as per the said sanctioned plans to be named as "The Borivali Ashwini Co-Op. Hsg. Soc. Ltd" and have started selling and/or disposing of the residential flats, commercial premises and other units in the development of the said property under the provisions

of Maharashtra Ownership Flats Act, 1963, and the Rules framed there under from time to time.

R. The Purchaser/s do hereby record and confirm that prior to the execution of these presents, the Purchaser/s has/have taken full, free and complete inspection of the original of said documents and purchaser/s has/have no objection of whatsoever nature in respect thereof along with the relevant copies of the property cards, mutation entries, Cadastral Survey records etc. available with the Developers and

S. The Purchaser/s hereby declare/s and confirm/s that he/she/they has/have entered into this Agreement, after reading and having understood the contents of all the aforesaid deeds, documents, writings and papers, and all disclosures made by the Developers to the Purchaser/s and with full knowledge and information thereof, and subject to the terms, conditions and stipulations imposed, or which may hereafter be imposed by the Municipality and all other concerned Government bodies and authorities, and also subject to the Developers right to make the necessary amendments, variations, modifications and/or changes therein, and their right to use, utilize, consume and exploit the entire balance and additional Floor Space Index (hereinafter referred to as F.S.I.) available on the said property, as also the entire Transferable Development Rights (hereinafter referred to as "T.D.R."). As may be permissible under the law, as also any other and/or further FSI which may be and which could be developed by the Developers in the development of the said property.

T. The Purchaser/s being desirous of purchasing the flat bearing no. \_\_\_\_\_ on the \_\_\_\_\_ floor of the new building, having carpet area of \_\_\_\_\_ square feet as shown on the Floor Plan (hereinafter referred to as the "said Flat"), has approached the Developers and expressed his desire and willingness to purchase the said flat at valuable consideration and has represented that he shall complete the Sale within the time prescribed hereunder without any dispute of whatsoever nature to the satisfaction of the Developers for which he has expressly agreed to comply with this agreement and such terms and conditions required by the said society;

U. The Purchaser/s hereby confirm/s that the Developers have produced for inspection of the Purchaser/s, all information and documents and have made full and true disclosure of all the items covered under Clauses (a) to (k) of Sub-Section 3 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (Maharashtra Act No. XLV of 1963) as amended from time to time (hereinafter for brevity's sake referred to as "**the said Act**") as well as items covered under Clauses (a) to (g) or Rule 4 of the Maharashtra Ownership Flats Rules, 1964 (hereinafter referred to as "**the said Rules**") and the Purchaser/s is/are satisfied with the same and have no further or other information or disclosure required to be made from the Developers;

V. The purchaser/s herein has/have taken inspection of such approved plans before execution of this Agreement and is/are satisfied in his behalf.

W. The parties hereto are desirous of recording the terms and conditions agreed to and arrived at by and between them.

X. Copies of the property- Register cards in respect of the said property annexed hereto and are collectively marked **Annexure - 'E'**.

**NOW THIS AGREEMENT WITHNESSETH AND IT IS HEREBY AGREED BY  
AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The Developers shall construct a Residential complex on the said land more particularly described in the **First Schedule** hereunder written in accordance with the plans, design, specification as approved by the concerned Local Authority and which have been accepted by the purchaser prior to execution of this Agreement AND the purchaser has permitted Developers to undergo such variations and modifications as the Developers may consider necessary or expedient or as may be required by any Public or Local Body or Authorities to be made in them and the Purchaser/s hereby consent/s so such variations being made PROVIDED THAT the total area of the Flat hereby agreed to be sold to the Purchaser/s is not thereby reduced. The Developers have given to the Purchaser/s express notice that the Developers already have procured benefits of Transferable Development Rights (T.D.R.) and the structure presently being constructed on the said Property as is more particularly hereinabove described is thus being constructed after taking into account the T.D.R. thus procured by the Developer. The purchaser does/do hereby agree and undertake not to raise any objection on this behalf either individually or collectively with the purchasers or other flat owner the construction thus proposed on any ground whatsoever
2. The Developers hereby agree to sell to the Purchaser/s or the purchaser/s hereby agree/s to purchase the Flat No. \_\_\_\_\_ on \_\_\_\_\_ floor of the said building on ownership basis thus proposed to be constructed on the said property. The flat thus hereunder being sold by the Developer to the Purchaser/s admeasures thereabout of carpet area which is equivalent to \_\_\_\_\_ Sq. Mtrs. or thereabout i.e. to say \_\_\_\_\_ Sq. ft inclusive of balconies & door jams (hereinafter referred to as "the Said Flat"). The said Flat is so being sold by the Developers to the Purchaser/s at or for the lump sum price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) payable in the manner provided in clause 3 hereof. The said Flat is shown delineated by red colour boundary line on the floor plan of the proposed Building being **Annexure 'F'** hereto; while the fitting, fixtures and amenities to be provided in and/or in respect of the said Flat are more particularly described in the statement hereto annexed and marked **Annexure 'G'** the said consideration however is fixed on the basis on the existing costs of building materials as also the existing labour charges. If before completion of the said flat, the price of the building materials and/or labour charges increase resulting in overall increase in cost of construction by more than 5% over the present cost of construction, the Purchaser/s shall pay to the Developers such additional price for the said Flat as may be certified by the Architects for the time being appointed by the Developers for development of the said Property and the Purchaser/s shall be bound to pay such additional price before the Purchaser/s become/s entitled to delivery of possession of said Flat. The developer shall not be responsible or liable for non-compliance of providing the amenities in case of non-availability of particular makes and brands of amenities in market during the required stage of construction and he shall be fully entitled to install amenities of any other make or brand of similar grade without any intimation or reference to the Purchaser. The developer shall be free to relocate, redesign, add, alter or delete any and all of the amenities and the facilities to be provided for common usage with respect to the development at any stage. The purchaser hereby grants his irrevocable consent and No-objection for the same and waives off all his rights with respect to the same.

3. The Purchaser/s hereby agree to pay to the Developers full consideration of Rs.\_\_\_\_\_/- (Rupees\_\_\_\_\_ Only) mentioned in the foregoing clause for the acquisition of the said flat as follows:-

- a) Rs. \_\_\_\_\_/- being the amount of earnest money paid by the Purchaser/s to the Developers on or before the execution of this agreement, payment and receipt whereof the Developers do and each of them does hereby admit and acknowledge and of and from the same and every thereof do hereby acquit, release and discharge the Purchaser's or ever.
- b) Rs.\_\_\_\_\_/- to be paid on or before the completion of **plinth** of the building thus proposed on the said property is completed;
- c) Rs.\_\_\_\_\_/- to be paid on or before casting of the **1<sup>st</sup> Podium** of the building thus proposed on the said property is completed;
- d) Rs.\_\_\_\_\_/- to be paid on or before casting of the **2<sup>nd</sup> Podium** of the building thus proposed on the said property is completed;
- e) Rs.\_\_\_\_\_/- to be paid on or before casting of the **1<sup>st</sup> slab** of the building thus proposed on the said property is completed;
- f) Rs.\_\_\_\_\_/- to be paid on or before casting of the **2<sup>nd</sup> slab** of the building thus proposed on the said property is completed;
- g) Rs.\_\_\_\_\_/- to be paid on or before casting of the **3<sup>rd</sup> slab** of the building thus proposed on the said property is completed;
- h) Rs.\_\_\_\_\_/- to be paid on or before casting of the **4<sup>th</sup> slab** of the building thus proposed on the said property is completed;
- i) Rs.\_\_\_\_\_/- to be paid on or before casting of the **5<sup>th</sup> slab** of the building thus proposed on the said property is completed;
- j) Rs.\_\_\_\_\_/- to be paid on or before casting of the **6<sup>th</sup> slab** of the building thus proposed on the said property is completed;
- k) Rs.\_\_\_\_\_/- to be paid on or before casting of the **7<sup>th</sup> slab** of the building thus proposed on the said property is completed;
- l) Rs.\_\_\_\_\_/- to be paid on or before casting of the **8<sup>th</sup> slab** of the building thus proposed on the said property is completed;
- m) Rs.\_\_\_\_\_/- to be paid on or before casting of the **9<sup>th</sup> slab** of the building thus proposed on the said property is completed;
- n) Rs.\_\_\_\_\_/- to be paid on or before casting of the **10<sup>th</sup> slab** of the building thus proposed on the said property is completed;
- o) Rs.\_\_\_\_\_/- to be paid on or before casting of the **11<sup>th</sup> slab** of the building thus proposed on the said property is completed;
- p) Rs.\_\_\_\_\_/- to be paid on or before casting of the **12<sup>th</sup> slab** of the building thus proposed on the said property is completed;
- q) Rs.\_\_\_\_\_/- to be paid on or before casting of the **13<sup>th</sup> slab** of the building thus proposed on the said property is completed;
- r) Rs.\_\_\_\_\_/- to be paid on or before casting of the **14<sup>th</sup> slab** of the building thus proposed on the said property is completed;
- s) Rs.\_\_\_\_\_/- to be paid on or before casting of the **15<sup>th</sup> slab** of the building thus proposed on the said property is completed;
- t) Rs.\_\_\_\_\_/- to be paid on or before casting of the **16<sup>th</sup> slab** of the building thus proposed on the said property is completed;
- u) Rs.\_\_\_\_\_/- to be paid on or before casting of the **17<sup>th</sup> slab** of the building thus proposed on the said property is completed;
- v) Rs.\_\_\_\_\_/- to be paid on or before casting of the **18<sup>th</sup> slab** of the building thus proposed on the said property is completed;
- w) Rs.\_\_\_\_\_/- to be paid on or before casting of the **19<sup>th</sup> slab** of the building thus proposed on the said property is completed;
- x) Rs.\_\_\_\_\_/- to be paid on or before the **brick work** of the said Flat is completed.
- y) Rs.\_\_\_\_\_/- to be paid on or before **External Plastering** of the said Flat is completed.

- z) Rs \_\_\_\_\_/- to be paid on or before **Internal Plastering** of the said Flat is completed.
- aa) Rs \_\_\_\_\_/- to be paid on or before **Flooring Work** of the said Flat is completed.
- bb) Rs \_\_\_\_\_/- being the amount of the balance consideration to be paid by the Purchaser/s to the Developers within 7 days from the Developers giving a written notice to the Purchaser/s that the said Flat is ready for occupation and/or before delivery of possession of the said Flat to the Purchaser/s whichever is earlier PROVEDED the Developers, at the time of calling upon the Purchaser/s so to pay the balance consideration, produce Occupation Certificate from the Brihanmumbai Mahanagarpalika for the structure thus constructed on the said Property.

The payment of the aforesaid installments in time shall be the essence of this contract. Payments if made in cheques or by any other instruments shall be subject to realization of the instrument and receipt of payment by Developers.

The Purchaser/s has/have till date paid advance of **Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ Only)** as shown in the receipt details on page no. \_\_\_\_\_. The balance payment will be made as per stages shown above.

- 4. The purchaser has also agreed to bear and make payment of all applicable taxes levied by Central and/or State Government of Maharashtra or local bodies on this sale including but not limited to VAT, Service tax, Stamp duty, Registration Charges etc. which shall not be included in the consideration mentioned herein above and shall be separately payable. The Purchaser also agrees to pay the applicable taxes at Prevailing rate or at any other rate revised by the concerned bodies in future and holding any retrospective effect
- 5. The Developers hereby agree to observe and comply with all the terms and conditions stipulation and restriction if 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 residential flat to Purchaser obtain from the concern Local Authority occupation and / or completion certificate in respect of the said building.
- 6. The Purchaser shall not have any right in respect of floor space index sanctioned by the Local Authority in respect of the said land and any other floor Space Index that may be sanctioned in future and be utilized for the development of said society building.
- 7. The Developers agree that, before handing over the possession of the flat to The Purchaser the Developers shall make full and true disclosure of the nature of the encumbrance any including any right, title, interest or claim of any party in or over the said land and shall as far as practicable ensure that the said land and shall remain free from all encumbrance caused & / or deemed to be caused by said Developers and that the society shall retain a clear and marketable title to the said land.
- 8. On the Purchaser/s committing default in payment on the due dates of any amount due and payable by the Purchaser/s to the Developers under this Agreement (including their proportionate shares of services charges and/or on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Developers shall be entitled at their own option to terminate this Agreement by giving to the Purchaser/s notice to that effect not to terminate this Agreement by giving to the Purchaser/s notice to that effect PROVIDED ALWAYS that the power of termination contained herein shall not be exercised by the

Developers unless and until the Developers shall have Agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within 15 (fifteen) days from the date on which such a notice is received and/or is deemed to have been received by the Purchasers PROVIDED FURTHER THAT upon termination of the Agreement as aforesaid, the Developers shall be entitled to forfeit the earnest money above mentioned and refund to the Purchaser/s the other installments of Purchase Price of the said Flat which may till then have been paid by the Purchaser/s to the Developers but the Developers shall not be liable to pay to the Purchaser/s any interest on the amount so refundable. Upon shall be at liberty to dispose off and sell the said Flat to such person and/or persons and such price as the Developers may in their absolute discretion think fit and to pay to the Purchaser/s as is hereby envisaged out of the said Flat.

9. Without prejudice to the rights of the Developers under Clause 4 thereof, in case of the Purchaser/s committing default in payment of any of the amount due and payable by the Purchaser/s, the Purchaser/s shall be liable to pay interest thereon to the Developer at the rate of 21% p.a. from the due date thereof until payment.
10. The Purchaser/s agree/s that despite of the Developers pointing out such breaches, if the Purchaser/s still fails and/or neglects to pay the defaulted amount of installment along with interest thereon, payable at the rate of **9%** per annum from the due date of payment of installments till payments and realization thereof in that event these presents will stand automatically cancelled and/or terminated and thereafter, the Developers shall refund to the Purchaser/s the monies received by the Developers from the Purchaser/s till then, after deducting earnest money without interest and thereafter these presents shall stand automatically cancelled without being required to execute any further documents / writings for cancellation thereof and thereafter the Developers shall intimate to the Sub-Registrar of Assurances at Mumbai, about the cancellation of this Agreement, without any further reference and/or notice to the Purchaser/s.
11. The Fixtures, fittings and amenities to be provided by the developers in the said building and the flat are those that are set out in **Annexure 'G'** hereto PROVIDED HOWEVER that any special amenities will be provided by the developers only in the event of the purchaser by writing inform the developers to provide such special amenities at extra cost payable by the purchaser to developers in advance. The provision for Special amenities as mentioned herein is just a facility agreed upon by the Developers and shall not be construed to be a matter of right by the purchaser.
12. Subject to the Developers entitlement to reasonable extension to time on account of ---
  - a) Non-availability of cement, steel, other building material, water or electric supply;
  - b) War, Civil commotion or act of god;
  - c) Any notice order rule notification of the Government and/or public or Competent Authority,

The Developers shall deliver possession of the said Flat to the Purchaser/s on or before the \_\_\_\_\_ SUBJECT TO receipt from the concerned authority of an Occupation or Completion Certificate in respect inter alia of the said Flat PROVIDED all amounts till then due and payable by the Purchaser/s to the Developers as per the terms herein recorded have by then been paid to the Developers. The Purchaser/s shall take possession of the said Flat within 10 days of the Developers giving written notice to the Purchaser/s that the said Flat is

ready for occupation. It is hereby expressly clarified to and understood by the Purchaser/s that even in the event of failure and/or neglect on the said period of seven days on any ground whatsoever, the Purchaser/s for the purpose of computing the proportionate amount of periodical and other outgoings payable computing the proportionate amount of periodical and other outgoings payable by the Purchaser/s in respect of the said Flat in terms of these presents shall be deemed to have so taken possession of the said Flat within the said period of seven days.

13. For any reason whatsoever if any Developers are unable or fail to give possession of the said Flat to the Purchaser/s on or before the date on his behalf herein specified or before any extended date or dates agreed by and between the Developers and the Purchaser/s, the Purchaser/s shall have the option of making time of the essence of the contract in this respect by giving to the Developers a notice in writing of their intention to do so. In such an event, the Developers within 30 days from the receipt of such a notice, shall either remedy the default mentioned in such a notice or shall refund to the Purchaser/s the amount of earnest money and other amounts, if any, which may have been received by the Developers from the Purchaser/s under this Agreement with simple interest thereon at the rate of 9% per annum from the date of receipt of the respective amounts till repayments and thereupon neither party shall have any other claim against the other in respect of the said Flat or arising under this Agreement. In such a case, the refund by the Developers to the Purchaser/s shall be paid in the manner envisaged by clause 8 hereof.
14. The Purchaser agrees and undertakes to use the said flat in accordance with the Municipal rules and Regulations and for no other purpose whatsoever.
15. The Purchaser shall become member of said Co-operative society and for said purpose the purchaser shall, From time to time, sign and execute applications for membership and other papers and documents necessary for becoming a member including the bye-laws of the society duly filed in signed and returned to the developers so to enable the Developers to maintain a register of the organization, within the time limit prescribed by rule 8 or the Maharashtra Ownership Flats (Regulation for the construction Sale Management and Transfer) rules, 1964.
16. The terms and conditions of the development agreement dated **12<sup>th</sup> April 2013** executed between the developer and the society shall be fully and compulsorily binding on the purchaser in all respect without any reservation. This agreement is an express consent of the purchaser with respect to the Development Agreement dated 12<sup>th</sup> April, 2013.
17. The developers shall be free to relocate, redesign, add, alter or delete any and all of the amenities and the facilities to be provided for common usage with respect to the development at any stage till the purchaser is official share holder of the Society. The purchaser hereby grants his irrevocable consent and No-objection for the same and waives off all his rights with respect to the same.
18. No Objection shall be taken by the Purchaser if any changes or modification are made in the approved bye- laws or the Memorandum and Articles of Association as may be required by the Registrar of Co-operative Societies.
19. Commencing a week after notice in writing is given by the Developers to the Purchaser that the flat is ready for use and occupation, the Purchaser shall be liable to bear and the proportionate property tax as

shall be fixed by concerned authorities in respect of these new flats and shall share {i.e. in proportion to the area of flat} of other outgoings in respect of the said land and building, namely local taxes, Development charges, betterment charges, MHADA charges, water charges, insurance, common light, repairs and salaries of clerk, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land building/s, to said society such proportionate share of outgoing as may be determined by said society. The Purchaser also undertakes to deposit with the said society their proportionate share of funds maintained by the Society on or before the Society admitting the purchaser as new member in the Society and issue of Share Certificate.

20. The Purchaser/s admits having taken full free and complete inspection of all the documents required to be given by the Developers under the provisions of the Maharashtra Ownership Flats (Regulation on the Promotion of Construction, Sale, Management and Transfer) Act and the Rules, framed there under from time to time. The Purchaser/s do hereby grant and/or confer upon Developers the irrevocable right and/or authority for the purposes set out herein below;
  - a) Without changing the area of the flat the Developers shall be entitled to amend, modify, add, alter, delete and/or vary the building plans and/or the layout and/or sub-division plan and also the specifications in respect thereof including amenities and common facilities.
  - b) The Developers shall be entitled to consume such F.S.I. as may be available in respect of the said property or any part thereof or otherwise on the said property at present or in future and for the purpose of consuming such balance and/or additional F.S.I. to construct additional floors as the Developers may think fit and proper.
  - c) The Developers shall have the sole and absolute right and authority, and shall be entitled to deal with sell, transfer or otherwise dispose off any part or portion of the said building from Developer's allocation including the car parking spaces from 1<sup>st</sup> podium & 2<sup>nd</sup> podium, terraces, walls, and to permit the same to be utilized for any purpose as may be permitted for the said building and to permit the same to be utilized for any purpose to any of the purchaser/s thereof for such consideration and upon such terms and conditions as the Developers may deem fit without having any reference of whatsoever nature to the Purchaser/s.
  - d) The Purchaser/s shall not raise any objection on any ground as to the s/ Developers right, reserved hereunder.
  - e) The Developers shall be entitled after consuming such balance and/or additional F.S.I. including the F.S.I. that might be obtained by the Developers under the TDR by constructing tenements, to sell such tenements for such permissible user as the Developers may think fit and proper to such person or persons for such consideration as the Developers may in their absolute discretion deem fit and proper.
  - f) The Developers shall also be entitled to consume additional and/or balance F.S.I. available under D. C. Rule or by any special concession being granted by the Brihan Mumbai Mahanagar Palika or any other authorities including the F.S.I. available in lieu of the road widening setback reservation etc.

- g) It is expressly agreed that the /Developer shall always have a right and be entitled 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 Developer 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 building or on the said property as the case may be and further the Developer shall 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 agrees not to object or dispute the same. It is expressly agreed between the parties hereto the Developer is entitled to transfer, assign and/or deal with or dispose of its rights under this clause to any person or persons
- h) The Purchaser/s hereby agree and confirm that the purchaser/s shall not have any right, title, claim or interest in respect of the open spaces, parking spaces, common passage, 1<sup>st</sup> podium/2<sup>nd</sup> podium, compound, terrace, lobby and porch area, open areas including the garden area and that the right of the Purchaser/s is confined/limited only to the said premises hereby agreed to be allotted, sold and transferred.

21. The Purchaser himself/ themselves with intention to all persons into whosoever hand the flat may come, both, hereby covenant with the Developers as follow:-

- a) To maintain the flat at Member's own cost, in good tenantable condition, from the date of acceptance of physical possession of the flat and shall not do or suffered to be done anything in or to the building, in which flat is situated, staircase or any passage which may be against the rules, regulations or bye - laws of concerned local or any other authority or to make additions in or to the building in which the unit/ flat/ is situated and to the flat itself or partly thereof.
- b) Not to store in the flat any goods which are of hazardous, combustible or dangerous nature or so heavy as to damage the construction or structure of the building in which the flat 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 any other structure of the building in which unit/ flat/ shop including entrances of the building in which flat is situated and in case any damage is cause to the building in which the unit/ flat/ shop is situated or the unit /flat/ shop on account of negligence or default of the flat Member in this behalf ,The purchaser shall be liable for the consequence of the breach. .
- c) To carry at his/her own costs all internal repairs by the said flat, by member and maintain the flat in the same condition, state and order in which it was delivered by the developers to the purchaser and shall not do or suffer to be done anything in or to the building in which the flat is situated or flat which may be given the rules and regulations and bye-laws of the concerned local Authority or other public Authority and in the event of the purchaser committing any act in contravention of the above provision, the purchaser shall be responsible and liable for the consequence thereof to the concerned Local Authority &/ or other Public Authority.

- d) Not to demolish or cause to be demolished the said Flat or any part thereof nor at any time make or cause to be made any addition or alterations of whatsoever nature in or to the said flat or any part thereof nor any alteration in the elevation and outside colour scheme of the building in which the said flat is situated and the Purchaser shall keep the sewers drain, pipes in the said Flat and appurtenances thereto in good and tenantable repair and condition and in particular support, shelter and protect the other parts of the building in which the said Flat are situated and the Purchaser / s shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Pardis or other structural member / s in / of the said Flat without the prior written permission of the Developers, it having been expressly agreed and understood that for the purposes inter alia of this clause, changes even in the design and/or width of the grills -box-type or otherwise that shall have been fitted to the said Flat shall be considered to be an alteration in the elevation of the said building and as such, will be considered to be a breach committed by the Purchaser/s of the terms of these presents;
- e) Not to do or permit to be done any act or things which may render void or voidable any insurance of said land and the building in which the flat is situate or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw any sweeping, kitchen refuse, dirt, rubbish, Rags, garbage, debris, waste paper/s, water and / or any other fluid, trash or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said property and the building in which the said Flat is situated except the disposal installation provided for the purpose. If such installation is not provided, all such garbage, trash etc, shall be collected in a vessel/plastic bag and shall be thrown in the Municipal dustbin;
- g) To pay to the Developers within 10 days of demand by the Developers of the Purchaser/s, proportionate share of the Purchasers in the security deposit demanded by concerned local authority or Government for giving water, electricity or any other service amenities to the said Property as specified below;

<b>Particulars</b>	<b>Amount (Rs.)</b>
Fitness Centre Charges (Non-refundable)	
Share Application Money, Society formation & Registration	
Development Charges	
Electric/ Water Meter/ Pipe Gas (MGL) Charges	
Legal Charges	
1 YEAR Advance Maintenance (Rs. 8/ Sq.ft on Carpet Area)	
Service Tax @14.5 % on Total Maintenance amount	
<b>Total</b>	

**In addition to above purchaser/s agrees to pay equivalent share of existing members deposits (sinking fund/Repair Fund) in the name of "ASHWINI CHSL" on or before taking the possession.**

- 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 on account of change of user, if any, of the said Flat by Purchaser/s even when such change of user has so been effected with express prior written consent of the Developers;
- i) Not to let, sublet, transfer or assign or part with possession and /or any interest created through this agreement in respect of said flat until all the dues payable by the purchaser of the developers under this agreement are fully paid up and only if the purchaser had not been guilty of breach of or non observance of any of the terms and conditions of this agreement.
- j) To observe and perform all the rules and regulations which the society may adopt from time to time and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat therein and for the observance and the performance of the building Rule, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies, purchaser shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupation and use of the Flat 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.
- k) To permit the developers and their survivors and agents with or without workmen and others, at all reasonable times to enter in to and upon the said land and building or any part thereof to inspect and examine the state and condition thereof.
- l) Not to use or permit to be used the said Flat or any part thereof for, any purpose other than the purpose/s for the time being permissible in this behalf, unless otherwise expressly permitted by the Developers in writing;
- m) To exercise extreme care for not making undue noise even while using musical instruments, radios, television/s, amplifiers etc. which noise may disturb other members of the said Society, not to use public address system/s within the compound of the said Property and generally to actively assist in maintaining serenity and dignity in the said building;
- n) Not to make, under any Circumstances, any changes Temporary and/or permanent to the external facade of the said building projection open spaces by any means. Provision if any made for installation of air-conditioners and protruding "window type" air-conditioners may be installed. Painting of the external facade can't be altered except with the prior written consent of the The Borivali Ashwini CHSL. Further, the Purchaser/s shall not install wiring for electrical or telephone installation, television antenna etc. on the exterior of the said building nor shall the Purchaser/s install any element and/or apparatus that shall protrude through the walls or the roof of the building without prior written consent of the The Borivali Ashwini CHSL;

- o) To maintain necessary standard of hygiene and cleanliness not only within the said Flat but even in the whole of the compound of the said building so as to prevent breeding of mosquitoes, flies, cockroaches, bugs, white ants, lizards etc. in the said building and every part thereof and for the said purpose to carry out if necessary periodical anti-pest treatment to the said Flat;

22. The Purchaser/s hereby grant/s his/her/their irrevocable authority, permission and consent to the Developers and agree/s and undertake/s that:-

- a) The Developers shall have the sole and absolute right and authority, and shall be entitled to deal with sell or otherwise dispose off any part or portion of the said building and the said retained property, including the terraces, walls, upper stilt / lower stilt areas, allot parking spaces (open or otherwise), and the open spaces, and to permit the same to be utilized for any purpose, including for the purpose of offices, shops, nursing home, bank office, restaurant, hotel, garden/ playground, and display of advertisements and hoardings, as may be permissible or as may be ultimately permitted by the authorities concerned;
- b) The Purchaser/s shall at their sole costs and expenses do and perform all necessary acts, deeds, things and matters, including sign, execute and admit execution of all further and other deeds, documents, writings, papers, forms, applications, etc., as may be directed by the Developers and which the Developers may in their sole and absolute discretion deem fit and proper, for putting into complete effect the provisions of this Agreement.
- c) The Developers shall be entitled to change the user of the said retained property, and/or the building/s to be constructed thereon, and/or any part or portion thereof, but the same will not directly affect the user of the said premises.

23. The Purchaser/s hereby agree/s that all necessary facilities, assistance and co-operation will be rendered by the Purchaser/s to the Developers to enable the Developers to make any additions and alterations and/or to raise additional floor or floors or structures in accordance with the Plans sanctioned or which may be hereafter put up and sanctioned by the Brihan Mumbai Mahanagar Palika and the Purchaser/s hereby further agree/s that the existing Co-operative Society is registered the Purchaser/s as a member or share holder of such society shall accord his/her/their consent through such Society giving to the Developers full facility, assistance and cooperation to enable the Developers to change the users, to make the said additional floors which may be constructed by the Developers and also for the aforesaid purpose to shift the water tanks on the upper floors or floor which so constructed. The Purchaser/s shall not be entitled to object to any of the aforesaid things or claim any reduction in price of the said flat /commercial premises/garage/ allotment of car parking space agreed to be acquired by him/her/them or compensation or any other ground including loss of air, light or otherwise in respect of the said premises or any portion of the said property till Developers confirm in writing that the said project is completed in all respect.

24. The Purchaser/s agree/s that if the Developers need to lay any air conditioner ducting line, electricity cable and/or any other cable for telephone, television or any other services from the walls of the said flat / commercial premises/ garage/car parking space agreed to be sold/allotted and transferred by the Developers to the Purchaser/s as

herein mentioned to any other flat/commercial premises/ garage/car parking space in that event the Purchaser/s will allow the Developers to do so, without raising any objection of whatsoever nature for the same.

25. The Developers hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the said premises to the Purchaser/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the said premises
26. The developers shall maintain a separate account in respect of sums received by the developers from the purchaser as advance or deposit sums received on account of share capital of said co. op. Society & /or towards other outgoing & charges etc. and shall utilize the amount only for the purpose for which they have been received.
27. That the Developers have given to the Purchaser/s an express notice specifying that none of the parking spaces in respect whereof any exclusive rights might have been sold to the purchaser/s and/or allottee/s of any of the flat/s in the new building hereby envisaged as also none of the parking spaces that in due course shall be allotted by the said Society to any of its members shall be used for any Purchaser/s other than for parking the vehicles belonging to, or to any of the family members of the respective purchaser/s and/or allottee/s and/or member/s the case may be and that norm of such parking spaces and/or rights in respect thereof shall be let, sub-let or otherwise dealt with by the concerned person/s so as to facilitate parking there at of any other vehicle/s except occasional user thereof by any guest/s of the concerned person/s occasionally visiting such concerned person/s and consequently the said resolution will be binding even, on the Purchaser/s and/or all person/s claiming the said Flat by, from, through and/or under the Purchaser/s.
28. The said building is expected to be completed and possession of the said premises is expected to be delivered on or about **December 2018**, unless prevented by or due to any Act of God or Act of Statute or force majeure or labour troubles or any litigation or any objection of the Municipal or other authorities or for any reason or circumstances whatsoever beyond the control of the Developers and in such event the time for completion of the Building and delivery of the possession of the said flat / commercial premises/ garage/ car parking space shall be automatically extended for such further time as the Developers may determine. Under any circumstances the Purchaser/s shall not be entitled to claim any damages whatsoever on account of delay in giving possession of the said flat / commercial premises/ garage/car parking space.
29. The Purchaser/s agree/s to sign and deliver to the Developers before taking possession of the said flat / commercial premises/ garage/ car parking space and also thereafter all writings and papers as may be reasonably necessary and required by the Developers including possession letter, electric meter, transfer forms and other papers, necessary and expedient for formation and registration of the Co-operative Society or a Corporate body as mentioned hereinafter.
30. Until the said property is transferred by the Developers to the Cooperative Society by execution of a document of transfer as hereinafter provided and/or possession of the said property is delivered by the Developers to the Co-operative Society, and intimation of the same is received by the Purchaser/s from the Developers, the Purchaser/s shall

be bound and liable to pay to the Developers regularly and punctually all contribution and other amounts to be paid by the Purchaser/s. The Purchaser/s shall not withhold any such payment to the Developers. However, if the Developers in their absolute discretion so desire they shall be entitled to entrust the Management of the said property to the said Co-operative Society or to the ad-hoc Committee for looking after disbursement of contribution from the Purchaser/s of premises in the said Buildings towards payment of outgoings and expenses referred to herein, then in such event the Developers shall not be under any obligations or liability to collect the said contribution or to pay the said outgoings and expenses or any of them or be liable for any consequences arising due to delay in payment or non-payment thereof or for any matter concerning maintenance or management of the said property and all responsibilities in that behalf shall be of the said Co-operative Society or the ad-hoc committee of the Purchaser/s as the case may be. In the event of the management being entrusted as provided hereinabove, the rights shall be to manage the said properties/buildings and to pay the outgoings to the authorities concerned and the same shall not affect the rights of the Developers provided under this Agreement, nor such act on the part of the Developers shall be deemed to be a waiver of the rights of the Developers under this Agreement.

31. With effect from the date on which possession of the said Flat is taken or is deemed to have been taken by the Purchaser/s in the manner hereby envisaged, the Purchaser/s shall pay to the Developers or to the said Society as the Developers may direct the Purchaser/s in this behalf regularly every month on or before the 10th day of every month beginning from the month following the month in which the possession of the said Flat is taken or is deemed to have been taken by the Purchaser/s such proportionate share of the Purchaser/s as may be determined by the Developer/s or the said Society, as the case may be, of (i) all rates, taxes and assessments, land revenue, electricity bills, water charges and water taxes and all other outgoings and impositions which may from time to time be levied or be payable in respect of the said property and buildings standing thereon to Brihanmumbai Mahanagarpalika and/or any other authority, (ii) all other outgoings and expenses including Insurance premium, provisions for depreciation and sinking fund and all outgoings and expenses of management, upkeep, maintenance and repairs of the building standing on the said property and (iii) the common lights, common sanitary and other utility services, garden and other services and amenities on the said property and in the building standing thereon including remuneration, salaries and wages of watchman, supervisions, sweepers, gardeners and other persons employed for the aforesaid purpose or any of them and the collection charges in respect thereof AND the Purchaser/s shall not withhold payment of the amounts demanded from Purchaser/s under this clause on any ground whatsoever.
32. The Purchaser/s, at the time of taking possession of the said Flat, shall deposit with the Developers/ Society and/or with the Associates Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as (Adhoc Deposits) security for the due payment by the Purchaser/s of their proportionate share in the taxes, outgoings and expenses payable by the Purchaser/s as is herein provided. The said deposit will not carry any interest and upon acceptance of the membership application of the Purchaser/s by the said Society, the Developers shall pay over the said deposit or balance thereof to the said Society after deducting there from amounts, if any due from the Purchaser/s to the Developers and a proportionate part as may be determined by the Developers to be the share of the Purchaser/s of any deposit or deposits kept by the Developers with the Government, the Brihanmumbai Mahanagarpalika, statutory or local body or authority in connection with the development

of the said property and/or the construction of the buildings that then shall be standing thereon. It is hereby expressly agreed and understood by the Purchaser/s that keeping of such a deposit by the Purchaser/s with the Developers is for the purpose of safeguarding the Developers from probable non-payment by the Purchaser/s of such amounts as and when the same fall due and the Purchaser/s by so keeping such deposit with the Developers will not stand exonerated from paying their contribution in this behalf upon the Developers and/or the said Society demanding the same.

33. The Purchaser/s shall not let, sub-let, transfer, assign or part with the possession of the said Flat or any part thereof nor shall the Purchaser/s create any lease, lien, mortgage, charge and/or any other encumbrances and/or third party interests in and/or in respect of the said Flat or any part thereof and/or in respect of any of the rights hereunder conferred upon the Purchaser/s in any manner whatsoever until all the dues payable by the Purchaser/s to the Developers in terms of these presents are paid in full and only the Purchaser/s has/have not committed any breach of any of the terms and conditions of this Agreement and without obtaining previous written permission of the Developers till acceptance of the membership application of the Purchaser/s by the Society and thereafter, without obtaining previous written permission of the said Society.
34. On the Developers requiring the Purchaser/s so to do at any time hereafter, the Purchaser/s shall become member/s of and apply for and accept shares in the said Society, viz, the aforesaid The Borivali Ashwini CHSL and from time to time shall sign all applications, bye-laws, declarations, papers and documents and do all acts, deeds, matters and things as the Developers and/or the said Society may in this behalf require.
35. The Developers do hereby agree to observe, perform and comply with and/or cause to be observed, performed and complied with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned authorities at the time of sanctioning the said plans or thereafter and the Developers shall, before handing over possession of the said Flat to the Purchaser/s, obtain from the concerned local authority occupation certificate in respect inter alia of the said Flat.
36. The Purchaser/s shall deposit with the Developers, at the time of taking possession of the said Flat, a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards the membership fee and / or share application money for becoming a member of the said Society. The Stamp Duty and registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser/s. The Purchaser/s shall also bear and pay a proportionate share of the stamp duty and registration charges payable on other documents, if any, to be executed in pursuance of this Agreement.
37. It is hereby expressly agreed and understood by and between the parties hereto that the parking space/s, terrace spaces and /or garden Space if any sold, and/or exclusive rights in this behalf if any granted by the Developers to the purchaser/s of any of the flats so to be constructed by the Developers in the manner hereby contemplated, shall belong exclusively the respective purchasers and the same shall be intended for the exclusive use and enjoyment of the respective purchasers thereof. Such Parking Space, terrace spaces and/or garden spaces shall however not be closed by the respective purchasers till the permission in writing is obtained from

the concerned local authorities and the Developers or the said Society, as the case may be.

38. The Developers shall be entitled to sell, assign, transfer or otherwise deal with or dispose off their right, title and interest in the said Property and the buildings thereon and under this Agreement PROVIDED THAT such dealings do not in any way adversely affect and/ or prejudice the rights of the Purchaser/s under this Agreement.
39. In the event of the Developers for any reason whatsoever granting tenancy rights to any person/s in respect of any of the flat/s to be constructed by the Developers in the building being constructed by the Developers on the said property in the manner hereby envisaged, such tenant/s shall be at oned to the said Society and the Purchaser/s shall not object to the same in any manner and on any ground whatsoever.
40. The Developers, subject only to the rules and regulations for the time being in force in this behalf, shall be entitled to change the user of any portion of the said property and the buildings under construction thereon for any other purposes at the absolute discretion of the Developers but subject to the rights of the Purchaser/s in respect of the said Flat hereby agreed to be sold.
41. Any delay tolerated or indulgence shown by the Developers in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Developers shall not be considered or construed as a waiver on the part of the Developers of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s or shall the same in any manner prejudice the rights of the Developers.
42. The Purchaser/s shall not at any time demand partition of their Interest in the said Flat and/or in the said Property and it is hereby agreed and confirm that the interests of the Purchaser/s in the said Flat and in the said property and in the buildings thereon is impart able and it is agreed that the Developers shall not be liable to execute any Conveyance or any other document in respect of the said Flat in favour of the Purchasers.
43. After possession of the said Flat is handed over or is deemed to have been handed over to the Purchaser/s, if any additions or alterations on the said Property or in respect of the building in which the said Flat are situate are required to be carried out by Brihanmumbai Mahangarpalika or any Government, local and/or other statutory authority, the same shall be carried out by the Purchaser/s in co-operation with the said Society at their own costs and the Developers shall not in any way be liable for the same.
44. The Purchaser/s shall have no claim save and except in respect of the particular Flat hereby agreed to be sold to the Purchaser/s, and subject to the terms and conditions herein appearing.
45. All notices to be on the developers in connection with this Agreement shall be deemed to have been duly served on the Developers if sent by Registered Post at the respective address of the Developers given hereinabove unless the Developers have duly communicated to the Purchaser/s change of address.

46. All notice to be served on the Purchaser/s in connection with this Agreement shall be deemed to have been duly served on the Purchaser/s if sent by Registered Post at his/her/their address given hereinabove unless the Purchaser/s has/have duly communicated to the Developers change of address.
47. The transaction covered by this contract at presents is understood to be liable to tax under the Sales Tax Laws. If, however by reasons of any amendment to the Constitution or enactment or amendment to any Statute by any Authority including Central and/or State Government, this transaction is held liable to tax as a sale or otherwise, either wholly or in part or in the event of any inputs or material or equipment's used or supplied in execution of and/or in connection with this transaction are made liable to tax any time hereafter, the same shall be payable by the Purchaser/s as also the Purchaser/s of other flats in the structure for the time being standing on the said property on demand at any time without the Developers being required to suffer any loss and/or expenses in this behalf. Similarly, in the event of the transaction hereby recorded being subjected to any tax which was not leviable thereon at the time of execution hereof, the burden of such a tax shall have to be borne and paid by the Purchaser/s irrespective of the provisions in this behalf contained in the statute and/or notification imposing such a tax. VAT and/or Service Tax, if any, payable on the transaction hereby envisaged shall be borne and paid by the Purchaser/s separately within 7 days from the Developers demanding the same from the Purchaser/s.
48. The Developers shall not be responsible for the consequences arising out of change in law or change in Municipal and other laws, rules, regulations etc.
49. The Developers shall be entitled to and free to construct additional structures like sub-station for electricity, co-operative Department stores, shops, covered and enclosed garages in open compound, underground and overhead tanks, structures, watchman's cabin, Toilet units for domestic servants, septic tank and soak pits the location of which are not particularly marked upon the ground floors plans or layout plan of the said property if latter agreed between the developer and the society. The Purchaser/s shall not interfere with the rights of Developers or the society by any disputes raised or court injunction under section '7' of the Maharashtra Ownership Flats act and/or under any other provision of any other applicable law. The Developers shall always be entitled to sign undertakings and indemnities on behalf of the purchaser/s as required by any authority of the State or Central Government or Competent Authorities under any law concerning construction of buildings and for re-development of the said society plot.
50. The Purchaser/s hereby agree/s and confirm/s that the purchaser/s shall not be entitled to receive any information's and the Developers shall be not required to provide any information to the purchaser regarding the Redevelopment and pertaining to the developers company other than the information's required to be disclosed for the said flat/commercial premises agreed to be purchased by the purchaser/s or as required under Maharashtra Ownership of Flat Act. Any correspondence from the purchaser/s for seeking information's other than as provided herein shall not be required to be responded / replied by the Developers. The purchaser/s undertake/s not to initiate any correspondence with any govt. authority or private body or any other third party which may cause prejudice to the interest of the Development or Developers and which may cause harm or damage to any of the Projects of the Developers and whereby the goodwill or reputation of the Developers shall be adversely affected.

51. The Developers shall be entitled to modify, relocate and/or to change the position of the said right of access from time to time subject to the layout plan which will be sanctioned by the Brihan Mumbai Mahanagar Palika for development of the said entire property as per the development being carried out by the Developers.
52. All refundable deposits will belong to the Developers and that the Developers will be entitled to receive the said amount from the authorities of Mumbai Municipal Corporation, MHADA, MSEB or any other authority as may be necessary for the Purchaser/s in his/her/their individual capacity as well as in his/her/their capacity as the member of the proposed society as herein mentioned shall have no objection of whatsoever nature in respect thereof.
53. The Purchasers hereby gives their unconditional consent under these presents to the Developers for carrying out any such changes and/or alterations and/or modifications and/or relocation of the said Right of Access as may be demanded by Brihan Mumbai Mahanagar Palika while carrying out changes in the layout plan from time to time.
54. The Developers in his/her/their individual capacity as also in his/her/their capacity as member of the co-operative society do hereby agree that the unsold residential flats/commercial premises and other units in the development of the said property shall belong and continue to belong to the Developers and that as and when the Developers succeed to sell, transfer and dispose of the said unsold residential flats, commercial premises and other units to the prospective buyers thereof the said society or the corporate body shall be duty bound obliged to transfer the same in the name of the said prospective Purchasers upon the said prospective purchaser by paying to the said society share money and entrance fee and without demanding any transfer charges and/or any further and/or any additional costs of whatsoever nature in respect thereof.
55. The Purchaser/s agree/s that the Developers shall be entitled to explore the possibility of having any further and/or additional F.S.I. including the F.S.I. under the Transferred Development Rights Scheme (T.D.R.) or any other scheme and/or develop the same in the development of the said property hereunder written and that the Purchasers will not raise any objection of whatsoever nature in respect thereof.
56. The Purchaser/s shall pay his/her/their proportionate share in respect of the payment made and/or required to be make payment of his contribution towards municipal taxes, property taxes, rates, cess, charges and/or other amounts in respect of the said property without raising any objections.
57. The Purchaser/s shall maintain at his/her/their own costs the premises / showroom / car parking space agreed to be acquired by him/her/them in the same good tenantable condition, state and order in which it is delivered to him/her/them and shall not do and cause to be done anything in or the said building, premises, staircase and common passage, which may be against the rules and shall abide by all the bye-laws and rules and regulations of the Government, Society, Brihan Mumbai Mahanagar Palika, M.S.E.B. Undertaking, and all other authorities and local bodies and shall attend, answer and be reasonable for compliance with the same.
58. The purchaser/s shall use the premises or any part thereof or permit the same to be used only for purpose thereof or permit the same to be used only for purpose of as may be permitted by the Brihan Mumbai

Mahanagar Palika/Any Statutory Authority and/or the said Society. He/she/they shall use the parking space only for purpose of keeping or parking the Purchaser's own vehicle at his own risk allotted to him/her/them on certain consideration.

59. The Purchaser/s shall not carry out any internal additions, alterations or changes without the prior written consent of the Developers during the defect liability period and if any such alterations, additions or changes are being carried out by the Purchaser/s herein or other purchasers of the premises then in such case the Developers herein shall be released and discharged from the obligation to rectify or repair the said structural defect.
60. The Purchaser/s shall not be entitled to the closing of the verandah or common passage or make any alterations or changes in the elevation of outside colour scheme of the said premises to be acquired by him/her/them. The society or the developer shall be entitled to clear any such encroachment without prior intimation.
61. The Purchaser/s shall not be entitled to claim a partition of his/her/their share in the said property and/or the said building and the same shall always remain undivided and impartable.
62. The Purchaser hereby agrees that in the event of any amount by way of premium to the Brihan Mumbai Mahanagar Palika or to the State Government or betterment charges or development tax, service tax or any other tax or payment of a similar nature becoming payable by the Developers, the same shall be reimbursed by the Purchaser/s to the Developers in proportion to the area of the premises agreed to be purchased by the Purchaser/s and in determining such amount the decision of the Developers shall be conclusive and binding upon the Purchaser/s.
  - a) Purchaser/s hereby agrees/covenants that whenever any notice is received by the Purchaser/s or by the Developers from the Government/concerned local authority/any other public authority for payment of any service taxes, VAT, works Contract or any other taxes with regard to Purchaser/s' flat / shop / premises / construction of house, Purchaser/s undertake to pay the same immediately to the Government as required. Purchaser/s is/are aware that Purchaser/s is/are solely responsible, liable and bound to pay taxes levied by the Government / concerned local authority / any other public authority with respect to flat / shop / premises / construction of house purchased by the Purchaser/s as stated above.
  - b) Purchaser/s hereby also agrees to reimburse to the Developers the amounts if the Developers make payment to the Government / concerned local authority / any other public authority on Purchaser/s behalf.
  - c) In the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or such other public authority.
63. If the Purchaser/s neglects, omits or fails for any reason whatsoever to pay to the Developers any of the amounts due and payable by the Purchaser/s under the terms and conditions of this Agreement (whether before or after delivery of possession) within the time herein specified or if the Purchaser in any other way fails to perform or observe any of the covenants and stipulations on his/her/their part herein contained or

referred to or prevents the Developers from exercising the Developers' right as provided in this agreement than in that event the Developers shall be entitled to resume the possession of the said premises, and this agreement shall cease and stand terminated and the earnest money already paid by the Purchaser/s to the Developers and the Purchaser/s shall have no claim for refund or repayment of the said earnest money and the Purchaser/s hereby agree/s to forfeit all his/her/their right, title and interest in the said premises and under this Agreement and in such event the Purchaser/s and/or his/her/their nominee or nominees shall also be liable to immediately ejected as a trespasser.

64. In the event of non-observance or non-performance of any of the provisions of this Agreement on the part of the Purchaser/s, this Agreement shall at the option of the Developers come to an end and all rights of the Purchaser/s in respect of the said premises and the said money shall extinguish and come to an end and the Purchaser/s shall not be entitled to take any objection or proceedings or make any claim in respect thereof.
65. The Purchaser/s agrees/s that the Developers shall not be liable to render account or any of the amounts required to be paid by the Purchaser/s to the Developers and/or to any other authority.
66. The Purchaser/s do hereby agree that the Developers have clarified to the Purchaser/s that till the time the Developers succeed to sell, transfer and dispose of the residential flat, commercial premises in the development of the said property all the said flat and premises will be treated as unsold flat and premises and that the Developers will not be held liable and/or responsible for payment of municipal taxes, revenue assessment, societies maintenance charges or any other outgoings in respect of the said unsold flat premises and units.
67. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law or confer upon the Purchaser/s any right, title or interest of any and whatsoever in the said premises or of the said building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the premises thereby agreed to be sold to him/her/them and all open spaces, lobbies, staircase, common terrace above the top floor of the said building, recreation spaces etc. will remain the property of the society after handover to the society.
68. The Flat Purchaser along with other purchaser of flats in the building shall join in the Society and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the within 7 days of the same being forwarded by the to the Flat Purchaser, for compliance of the provisions of Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, Management and Transfer) Rule 1964. No objection shall be taken by the Flat Purchaser if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
69. All letters dispatched by under certificate of posting and/or courier service will be deemed to have received by the Purchasers.

70. The developer shall be entitled to display its name and logo permanently on the society building and the purchaser shall not be entitled to raise any objection on any ground including damages or on the ground of inconvenience or any other ground whatsoever.
71. The Developers do hereby further declare, record and confirm that the car parking spaces under stilt, the car parking spaces in the upper stilt/lower stilt of the building will be allotted by the Developers to the flat/unit to society and other flat Purchasers on such terms and conditions as the Developers may deem fit and this Purchaser in his capacity as the Purchaser of a flat / premises as also as a member of the society do hereby agree not to raise any objection and/or claim in respect thereof as consented.
72. The Purchaser do hereby further declare, record and confirm that unless and until a garage or a car parking space on the stilt or a car parking space in the upper stilt / lower stilt of the said building is specifically allotted to the Purchaser either by these presents or by any separate writing the Purchaser will have no right of whatsoever nature to park the Purchaser's vehicle in any of the car parking spaces under stilt, car parking space in the upper stilt/lower stilt of the building.
73. The Developers do hereby further agree and undertake to the Developers that after the Purchasers membership with the society if the Society creates any dispute with the Purchaser in respect of allotment of any car parking spaces under stilt or car parking spaces under upper stilt / lower stilt of the building the Purchaser alone will be liable to deal with and/or defend such difficulties that might be created by the society and that the Developers will have nothing to do with the same and that the Purchaser will indemnify and keep indemnified the Developer in respect thereof.
74. The Purchaser/s, prior to the execution hereof, has/have caused to be paid on this Agreement appropriate amount of stamp-duty. Upon the execution hereof, the Purchaser/s shall lodge this Agreement for registration in the office of the Sub-registrar of Assurances concerned and shall intimate to the Developers the particulars of such lodgment well in advance in order to enable the Developers to attend the said office and to admit execution hereof within the time prescribed in this behalf under the Registration Act, 1908
75. In the event of there arising between the parties herein any dispute of whatsoever nature, either relating to the interpretation of the provisions hereof or otherwise howsoever, the Developers in their absolute discretion shall be entitled to refer such disputes to any Arbitrator of the choice of the Developers alone. In such an event, such an Arbitrator shall act as the Sole Arbitrator and shall determine such a dispute in accordance with the laws relating to arbitration for the time being in force. The costs of such arbitration shall however be borne and paid by the Purchaser/s alone and in the event of the Developers being required to bear and/or pay any part of any such costs of such an arbitration, the Developers shall be entitled to recover from the Purchaser/s the amount/s thus paid by the Developers with interest on such amount/s @ 9% p. a. from the date of the Developers paying the same till receipt and/or recovery by the Developers of the said sum together with up-to-date interest thereon in such manner as the Developers may deem fit.
76. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said plot and building or any part thereof. The purchaser shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircase, terraces, recreation space etc. will remain with Society.

77. Any delay tolerated or indulgence shown by the developers in enforcing the terms of the agreement or any forbearance or giving of time to the purchaser nor shall the same in any manner prejudice the right of developers.

78. The purchaser shall present this agreement to the proper registration office for registration within the time limit prescribed by the registration Act, and the Developers & a office bearer of the said society or any person on their behalf with due authorization will attend such office on being informed by purchaser and admit the execution thereof.

79. All notices to be served on the purchaser contemplated by this agreement shall be deemed to have been duly served if sent to the purchaser by Registered post Ad. / U.P.C. at his/her address specified below :-

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80. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats (Regulation on the Promotion of Construction, sale, Management and Transfer) Act, and the Maharashtra Apartment Ownership Act 1970 and the Rules framed there under from time to time or any amendment or enactment thereto for the time being in force or any other provisions of law applicable thereto.

81. I the purchaser Mr. \_\_\_\_\_ an adult inhabitant, age \_\_\_\_\_ years, hereby verify and confirms to have understood/read recital clauses A to Y and covenants 1 to 80 of this agreement and have studied all the documents referred and annexed hereto including the Floor Plan, I have also understood it from my concern advisors in my mother tongue and in Hindi for my better understanding. I say that I have self attested the photo identification proof for purpose of Registration and the same shall be treated as a original documents for registration.

IN WITNESS WHEREOF the parties hereto have hereunto and to the duplicate hereto set and subscribed their respective hands sand seals the day and year first hereinabove written, the original hereof being handed over to the Purchaser/s and the Developers retaining the duplicate

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

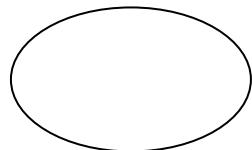
ALL THAT piece & parcel of land bearing C.T.S. No. 360 in Village Borivali admeasuring About 3071.30 Sq. Mtrs. And the building thereon, situated at Eksar Road, Borivali (w), Mumbai – 400 091 within the limits of Brihan Mumbai Municipal Corporation Ward- R-Central, and Village- Borivali and within Registration Dist. Bandra.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

Flat No \_\_\_\_\_ of Sq. Ft. \_\_\_\_\_ Carpet area on the \_\_\_\_\_ Floor, in **The Borivali Ashvini Co. Op. Hsg. Society Ltd.**, situate at CTS No. 360, Eksar Road, Borivali (w), Mumbai – 400 091, with Lift facility as said flat earmarked in the Floor Plan hereto annexed and marked as **Annexure - ' \_\_\_\_\_ '** (which is subject to changes if so required as provide in this agreement)

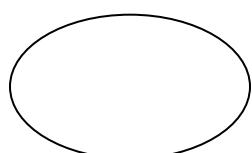
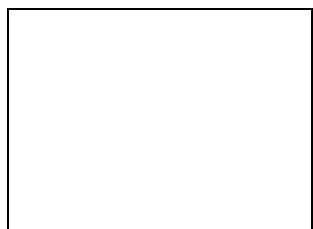
IN WITHNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day and year first herein above written.

SIGNED AND SEALED AND DELIVERED )  
By the within named )  
**M/S. ETHICS INFRA DEVELOPEMENT** )  
**PVT. LTD.** Through hands of )  
**MR. PRASHANT B. PAWAR** )



In the presence of )  
1. ..... )  
2. ..... )

SIGNED AND SEALED AND DELIVERED )  
By the within named Purchaser/s )  
**MR. /MRS. \_\_\_\_\_** )



In the presence of )  
1. ..... )  
2. ..... )

**RECEIPT**

<b>DATE</b>	<b>CHEQUE</b>	<b>BANK DETAIL</b>	<b>AMOUNT</b>

**Rs.** \_\_\_\_\_

**We Say Received**  
**For, ETHICS INFRA DEVELOPMENT PVT. LTD.**  
**Director**

\*\*\*\*\*

DATED THIS \_\_\_\_ DAY OF \_\_\_\_, 2016  
\*\*\*\*\*

BETWEEN

**M/S. ETHICS INFRA DEVELOPMENT PVT. LTD.**  
..... **DEVELOPERS**

**AND**

**MR./MRS./M/S.\_\_\_\_\_**

..... **PURCHASER/S**

**AGREEMENT FOR SALE**