

THIS AGREEMENT made at Mumbai the ____ day of _____ in the
Christian Year Two Thousand Seventeen BETWEEN (1) BHUVANESH ANAND
WARDE (2) DEEPA BHUVANESH WARDE (3) UDAY VASANT RAWOOL and (4)
AMEYA UDAY RAWOOL, carrying on business in partnership in the firm name and
style of MESSRS JEEVANDEEP DEVELOPERS, (PAN NO. [•.....])
a partnership firm having its office at A-502, "Shri Sainath Krupa", 459-A Pitambar
Lane, Mahim, Mumbai - 400 016 (hereinafter referred to as "the Developers" which
expression shall unless it be repugnant to the context or meaning thereof be deemed to
mean and include the partners or partner for the time being of the said partnership
firm, the survivors or survivor of them and the heirs, executors, administrators and
successors of the last surviving partner, his/her/their assigns) of the ONE PART AND
(1).....

(2).....
..... of
Mumbai, Indian Inhabitant/s, residing at....

hereinafter referred to as "the Purchaser/s." which expression shall, unless
repugnant to the context or meaning thereof mean and include his/her/their
heirs executors, administrators and successors) of the OTHER PART.

WHEREAS:

(A) Pursuant to the Indenture of Conveyance dated 20th January 1964 made
between Vinayak Trimbak Virkud (hereinafter referred to as "Vinayak")
on the one hand and Shantaram Trimbak Virkud (hereinafter referred to
as "Shantaram") on the other and registered at the office of the Sub
Registrar of Assurances, Bombay, under No.1343 dated 21st April 1964,
Vinayak conveyed and sold unto Shantaram all that piece or parcel of
pension and tax land together with the dwelling house standing thereon

admeasuring approximately 269 sq. yards bearing New Survey No.1/104 and Cadastral Survey No.1213 and situate at, M.M.C Cross Road No.2 Mahim, Mumbai 400 016 (hereinafter referred to as "**the said Property**") in accordance with the terms and conditions contained in the said Indenture of Conveyance dated 20th January 1964. The said Property is more particularly described in the First Schedule hereunder written.

- (B) Shantaram expired in Mumbai on 16th October, 1966 leaving behind his son Ramakant Shantaram Virkud as his only heir and successor (hereinafter referred to "the Owner"), his wife Saraswati Shantaram Virkud having pre-deceased him.
- (C) Shantaram died intestate leaving behind the Owner, his only child, as his only heir and successor.
- (D) In the circumstances aforestated, the Owner is thus the absolute owner of and well entitled to, possessed and seized of the said Property.
- (E) On the said Property stands a building known as "Vishram" comprising of ground plus three storeys.
- (F) The Owner is desirous of developing the said Property but is not in a position to do so on his own.
- (G) Pursuant to negotiations held between the Owner and the Developers, the Owner agreed to entrust the work of development of the building to the Developers who have the requisite expertise and experience in construction of buildings.
- (H) Pursuant to the Development Agreement dated 24th June, 2015 entered into between the Owner on the one hand and the Developers on the other and registered at the office Sub-Registrar of Assurances Mumbai under No.BBE2-6168-2015 dated. 24th June, 2015 and the Power of Attorney dated 24th June, 2015 and registered under No.BBE2-6169-2015 dated -

24th June, 2015 at the office of Sub-Registrar of Assurances, Mumbai, executed by the Owner in favour of the Developers, the Owner has granted permission to the Developers to develop the said Property after demolishing the existing building known as "Vishram" and the Developers have agreed to construct a multi-storeyed building in place of the existing building comprising new premises to be allotted to the tenants of the existing building and also to sell the new premises to prospective purchasers thereof.

- (I) Pursuant to the Power of Attorney dated 24th June, 2015 executed by the Owner in favour of the Developers, the Owner has empowered the Developers to obtain all requisite permissions in law to rectify the records of rights, to negotiate with the tenants/occupants of the building, execute necessary agreements with them for alternate accommodation, to obtain vacant possession of their premises and to construct a new building comprising premises to rehabilitate the tenants and sell the other premises to buyers thereof.
- (J) The Developers are well entitled to develop the said Property in accordance with the IOD bearing No. CHE/CITY/14 64/G/N/337 (New) dated 27th October, 2016 and plans and specifications approved by the Brihanmumbai Mahanagarpalika (hereinafter referred to as "**BMC**"), Bombay Building Repair and Reconstruction Board ("**BBRRB**"), Town Planning Authority, MIADA NOC No. R/NOC/F-2439/4426/MBRRB-16 dated 20/5/16 and other concerned authorities in accordance with and subject to the conditions prescribed by BMC and other authorities. The Developers have agreed to develop the said Property on an "as is where is" basis subject to the rights of the tenants in the existing building under section 33 (7) of the Development Control Regulations.

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- (K) The Developers have received L.O.D under reference No. CHE/CITY/14 64/G/N/337 (New) dated 27th October, 2016 from BMC copy of which is annexed hereto as Annexures "A".
- (L) The Developers have prepared a scheme for construction of a new building of stilt and seven upper floors comprising residential premises with a view to selling the same on what is known as Ownership basis to the purchasers thereof after rehabilitating the existing tenants/ occupants.
- (M) The Developers are entitled to sell on what is known as "ownership basis" residential premises in the newly constructed building on the property in accordance with the plans and specifications passed by BMC, MHADA and other Town Planning Authorities.
- (N) The Purchaser/s has/have upon ascertaining the title to the property, expressed his/her/their desire to purchase flat No. _____ on the _____ floor (hereinafter referred to as "the flat") of the new building and agreed to purchase the same and requested for allotment of one two wheeler parking space in the compound of the new building to be known as _____" and the Developers have agreed to sell the flat and allot one two wheeler parking space to the Purchaser/s which the purchaser/s has/have agreed to accept on the terms and conditions hereinafter set out.

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

1. The Developers shall construct a new building comprising ground and not less than seven upper storeys on the property bearing survey No.1/104, Cadastral survey No. 1213, collector's Land Revenue No.1/3515 and situate at MMC Cross Road No.2 Mahim, Mumbai 400 016 (hereinafter referred to as "the property") more particularly

described in the first Schedule hereunder written in accordance with the plans sanctioned by BMC, BBR & RB, the Planning and Development Authority, and all other requisite Authorities and which have been seen and approved by the Purchaser/s with only such variations or modifications as the Developers may consider necessary and may be required or found necessary by the BMC, MHADA, BBR & RB, the Development Authority and other concerned Authorities PROVIDED THAT the Developers shall obtain prior consent of the Purchaser/s in respect of such variations or modifications which may affect the Purchaser/s.

2. The Purchaser/s hereby agree/s to purchase from the Developers and the Developers agree to sell to the Purchaser/s one flat bearing No.

on the _____ floor of the building known as "....."
admeasuring _____ square feet (Carpet) equivalent to _____ m2 (Carpet)
more particularly shown on the floor plan hereto annexed and marked **Annexure 'B'** (hereinafter referred to as "the flat") more particularly described in the second schedule hereunder written and allot one two wheeler parking space in of the compound of the building at or for the price of Rs. _____ /-(Rupees _____

_____ facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities being more particularly described in **Annexure 'C'** hereto.

3. 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 'D'** hereto annexed.

4. The Purchaser/s undertake/s to pay to the Developers the said purchase consideration of Rs. _____ in the manner following:-

- (a) a sum of Rs. _____ being 15% of the purchase consideration on or before the execution of these presents being part payment of the purchase consideration (payment and receipt whereof the Developers do hereby admit and acknowledge);
- (b) a sum of Rs. _____ being 18 % of the purchase consideration on completion of the plinth;
- (c) a sum of Rs. _____ being 10 % of the purchase consideration on laying first slab;
- (d) a sum of Rs. _____ being 8% of the purchase consideration on laying of the second slab;
- (e) a sum of Rs. _____ being 8% of the purchase consideration on laying of the third slab;
- (f) a sum of Rs. _____ being 5% of the purchase consideration on laying of the fourth slab;
- (g) a sum of Rs. _____ being 5% of the purchase consideration on laying of the fifth slab;
- (h) a sum of Rs. _____ being 5% of the purchase consideration on laying of the sixth slab;
- (i) a sum of Rs. _____ being 5% of the purchase consideration on laying of the seventh slab;
- (j) a sum of Rs. _____ being 5% of the purchase consideration on laying Terrace slab;
- (k) a sum of Rs. _____ being 3% of the purchase consideration on completion of brick work.
- (l) a sum of Rs. _____ being 3% of the purchase consideration on completion of plastering.
- (m) a sum of Rs. _____ being 3% of the purchase consideration on completion of the plumbing work.
- (n) a sum of Rs. _____ being 3% of the purchase consideration on completion of tiling work.
- (o) a sum of Rs. _____ being 2% of the purchase consideration on completion of electrical work; and

(p)a sum of Rs. _____ being the balance of the purchase consideration payable against possession of the flat.

5. The Developers hereby agree to observe and perform all the terms and conditions imposed by BMC, BBR & RB, Development Authority, the State Government and other Authorities at the time of sanction of the plans, Licence/commencement Certificate or thereafter and shall, before handing over possession of the flat to the Purchaser/s obtain from the requisite authorities Completion Certificate and/or Occupation Certificate in respect of the new building.
6. The Developers declare that they have at their disposal an aggregate Floor Space Index (FSI) of _____ square feet equivalent to _____ square meters or thereabouts and that no part of the FSI has been utilised by the Developers elsewhere for any other purpose whatsoever. If the FSI is used elsewhere, they, the Developers, shall furnish the Purchaser/s with all particulars in respect of such utilisation. In the event of the Developers utilising the Floor Space Index of any other land by way of Floor Space Index, or extra FSI being available for utilization under any other DC Regulations; then they shall disclose all particulars regarding such utilisation. It is agreed that the unused Floor Space Index in the property or layout shall be available to the Developers until the registration of the proposed society.
7. Prior to the execution of the conveyance in favour of the society to be formed by the Purchasers of the flats in the said building, the Developers shall fully disclose the nature of the title to the Property with a view to ensuring that the Property is free from encumbrances and that the Owners and the Developers have clear and marketable title to the Property and

that the property to be conveyed in favour of the society is free from all encumbrances.

8. On the Purchaser/s committing default in payment of the instalments on the respective due dates payable by the Purchaser/s to the Developers under this Agreement (including his/her/their proportionate share of taxes levied by the concerned local authority and other outgoings) 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. PROVIDED ALWAYS that the power of termination herein contained shall not be exercised by the Developers unless and until they have given to the Purchaser/s fifteen days prior notice in writing of their intention to terminate his/her/their Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within a period of fifteen days after issuing such notice. PROVIDED FURTHER THAT upon termination of this Agreement as aforesaid, the Developers shall refund to the Purchaser/s the instalments of the purchase consideration till 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 money so refunded and upon the termination of this Agreement and refund of the aforesaid amount by the Developers, the Developers shall be at liberty to dispose of and sell the flat to any person at such price as the Developers may, in their absolute discretion, think fit.
9. Without prejudice to the other rights of the Developers under these presents and /or in law, the Purchaser/s will be liable

to pay to the Developers interest at the rate of 18 per cent annum on all the amounts due and payable by the Purchaser/s under these presents if the same remain unpaid for seven days or more after becoming due.

10. The Developers shall give possession of the flat to the Purchaser/s on or before 2018 provided full payment as stipulated in these presents is made by the Purchaser/s. If the Developers fail to give possession of the flat to the Purchaser/s on account of reasons beyond their control and of their agents in accordance with the provisions of Section 8 of the Flats Ownership Act, then, the Developers shall be liable, on demand, to refund to the Purchaser/s the amounts already received by them in respect of the flat with simple interest at the rate of 9% per annum from the date the Developers receive the same till the date the amount and interest thereon is repaid provided that by mutual consent it is hereby agreed that disputes, if any, whether the stipulations specified in section 8 of the Flats Ownership Act have been satisfied or not shall be referred to the competent authority who will act as an Arbitrator. Until the entire amount payable and interest thereon is refunded by the Developers to the Purchaser/s the same shall, subject to prior encumbrances, if any, be a charge on the flat as well as the construction work of the building in which the flat is situate or was to be situate. PROVIDED HOWEVER THAT the Developers shall be entitled to reasonable extension of time for giving delivery of the flat, if the completion of the building is delayed due to:

- (i) non-availability of steel, cement and any other building material,

water or electricity supply;

- (ii) war, civil commotion, acts of terrorism, riots, or act of God;
- (iii) any notice, order, rule, notification of the Government and/or other public or competent authority, stay order, injunction order of any court of law; or pendency of any administrative or judicial proceedings, and
- (iv) any other cause beyond the control of the Developers.

11. Subject to what is stated in clause 10 hereof, the possession of the flat will be delivered to the Purchaser/s after the flat is ready for use and occupation, provided however, all monies due and payable by the Purchaser/s as stipulated in clauses 4 and 16 hereof shall have been paid in full. The Purchaser/s shall take possession of the flat within seven days of the intimation received by the Purchaser/s by a written notice that the same is ready for use and occupation. PROVIDED THAT if within a period of three months from the date of handing over possession of the flat to the Purchaser/s, the Purchaser/s brings to the notice of the Developers any defect therein or in the building or the material used therein or of any unauthorized change in the construction of the said building, then, wherever possible, such defects or unauthorised changes, if any, shall be rectified by the Developers at their own cost and in case it is not possible to rectify such defects or unauthorised changes, then the purchaser/s shall be entitled to receive from the Developers reasonable compensation for such defects or changes provided however that such defects are germane to the construction and the changes, if any, are fundamental and violative of the basic structure of the building. PROVIDED FURTHER THAT such defects are not caused by the negligence or improper

use of the flat by the Purchaser/s or any other person or by any member of his/her/their family; or by any act of God or act of terrorism.

12. It is hereby expressly agreed that none of the flats, or any other premises including the flat herein agreed to be purchased except where specifically provided and permitted in law, shall be used at any time as Nursing Home, Maternity Home, Hotel, Lodging House, Restaurant, Tea and Cold Drink Stall, Liquor Bar, Permit Room, eating House or Fast Food premises or for sale of provisions and eatables. This condition shall be one of the essential conditions of this Agreement and breach thereof shall cause this Agreement to ipso facto come to an end whereupon the Developers shall be entitled to forfeit the earnest money paid by the Purchaser/s hereunder and to refund the balance of the amount which may have been then paid by the Purchaser/s to the Developers after deducting there from loss or damage the Developers may suffer on account of such breach by the Purchaser/s and the resale of the flat by the Developers.

13. (a) The Purchaser/s hereby agree/s and undertake/s to become a member of and to join in forming and registering a society to be formed of the Purchasers of the flats in the said building and from time to time to sign, execute, verify and declare applications or the application for registration thereof and all other papers and documents, necessary for the formation and registration of the society including the bye-laws of the proposed Society and to duly fill in, sign and return the same to the Developers within 10 (ten) days of the same being forwarded to him/her/them by the Developers to register the Society of the Purchasers of the flats. It is agreed that the Purchaser/s shall not raise any objection if any modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies in that behalf. The

Purchaser/s shall be bound from time to time to sign all papers and documents and to do all acts as the Developers may require him/her/them to do for safeguarding the interest of the Developers and the Purchaser/s of other flats in the said building. Failure to comply with the provisions of this clause will render this Agreement ipso facto to come to an end. The Purchaser/s shall ensure that as and when the Developers shall so require, the Society shall pass the necessary resolution/s confirming the right of the Developers to carry out additional construction work on the said building as also to construct additional structures on the property, as may be necessary and as permissible in law.

(b) The Purchaser agrees to abide by and conform to the following stipulation in the IOD as a member of the proposed Cooperative Housing Society which will be formed of the Owners, Tenants/occupants and other Purchasers of flats of the new, unencumbered building.

- (i) The Society will preserve and maintain all Documents and plans received from the Developers and carry out repairs to the building whenever necessary.
- (ii) The Society will carry out structural audit at regular intervals and submit periodical structural audit and repair history to MCGM
- (iii) The Society will carry out fire Audit at regular intervals and also fire safety audit from time to time as per the requirements of the Chief fire officer through the authorized agency of MCGM.

14. Unless it is otherwise agreed to by and between the parties hereto, the Developers shall within six months of registration of the society and after all the structures that may be constructed by the Developers on the property are complete and ready and fit for occupation and only after all

the flats and all structures that may be constructed have been sold and disposed off by the Developers and they have received all the dues payable to them under the terms of the Agreements with the various Purchasers of the flats including the Purchaser/s herein, the Developers shall execute the requisite documents for transferring the title of the said property and the said building constructed thereon in favour of such Society.

- 15.4 Commencing a week after notice in writing is given by the Developers to the Purchaser/s that the flat is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (that is, as stipulated in the Bye laws of co-operative societies) of outgoings in respect of the said property and building namely, local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, electricity, common lights, repairs and salaries of staff, watchmen and sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and the building. Until the Society is formed and the said property and building is transferred to it, the Purchaser/s shall pay to the Developers such proportionate share of outgoings as may be determined by them. The Purchaser/s further agree/s that till the Purchaser's share is so determined, the Purchaser/s shall pay to the Developers provisional monthly contribution of Rs. _____ per month towards the outgoings. The money so paid by the Purchaser/s to the Developers shall not carry any interest and remain with the Developers until the conveyance of the said property is executed in favour of the Society as aforesaid. On such conveyance being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Developers to the Society. The Purchaser/s undertake/s to pay such provisional monthly contribution and such

proportionate share of outgoings regularly on or before the 5th day of each and every English calendar month in advance and shall not withhold the same for any reason whatsoever, such timely payment being the essence of this Agreement.

16. The Purchaser/s shall, before delivery of possession of the flat keep deposited with and/or pay to the Developers the following amounts; such payment being of material essence of these presents:

- i) Rs. _____ for legal charges, to be paid in respect of the documentation and legal formalities,
- ii) Rs. _____ for share money, application and entrance fee of the Society and for all expenses of formation and registration of the Society;
- ii) Rs. _____ for proportionate share of taxes and other charges, and
- iii) Rs. _____ towards electrical connection expenses.

17. The Purchaser/s shall make the aforesaid payments in addition to the purchase consideration mentioned in Clause 4 of these presents. In the event of additional monies becoming payable in respect of the aforesaid heads, the Purchaser/s shall forthwith on demand pay the same to the Developers and payment of the aforesaid contributions shall form a material incidence of this Agreement and non-payment thereof shall be a material breach of this Agreement.

18. The Developers shall utilise the money paid by the Purchaser/s as legal charges for meeting all legal costs, charges and expenses including professional fee of the Attorneys-at Law/Advocates of the Developers in connection with formation of the Society, preparing its rules, regulations

and bye-laws and the cost of preparing and engrossing this Agreement and the Conveyance to be executed.

19. The Purchaser/s shall, on demand and in addition to the purchase consideration, pay to the Developers such sums as may be required by them towards the scrutiny fees and other expenses in connection with the approval and sanction of the plans, towards various deposits payable to the BMC, BBR & RB, the Competent Authority, towards electricity, cable and other charges and deposits payable to the Electricity Supply Authority. The Purchaser/s shall also, as and when demanded, make the necessary deposits to BMC and other concerned authorities for the purpose of installation of electricity and water meters and connections.
20. The Purchaser/s agree/s that in the event of any amount by way of premium and/or charges and/or deposits to the BMC and BBR & RB, the Competent Authority or the State Government or betterment charges or development taxes, levies, cesses and/or charges in respect of layout or on any other account of whatsoever nature, or any payment of similar nature becoming payable by the Developers, the same shall be borne and paid by the Purchaser/s herein and the purchasers of the other flats and premises in the said building in proportion to the areas of the respective flats purchased by them.
21. Upon the Developers notifying the building as completed, each of the purchasers of the flats (including the Purchaser/s herein) shall pay his/her/their respective installments of the purchase consideration payable by him/her/them and all other charges, levies, payments and dues payable hereunder including those specified in clauses 16 and 18 hereof within fifteen days of such notice served individually or put in any prominent place in the said building. If the Purchaser/s fail/s to pay such arrears of purchase consideration and all other payments as

provided in these presents) – inspite of such notice, the Developers shall terminate this Agreement and refund to the Purchaser/s the installments of the purchase consideration paid by him/her/them till then but without interest and the Developers shall be entitled to deduct therefrom the outgoings in respect of the flat agreed to be purchased by the Purchaser/s from the date of the completion of the said building until the Developers shall have disposed of such flat and all expenses and legal charges incurred in respect thereof. The moneys becoming refundable to the Purchaser/s shall be refunded only after the Developers shall have sold and/or disposed off the flat and after deducting from such moneys the loss which the Developers may suffer on account of there being any deficiency in the purchase price receivable from the new Purchaser/s.

22. The parties hereto specifically agree, declare and confirm that the explanation to Article 25 of the Bombay Stamp Act, 1958 (introduced with the effect from 10th December, 1985) is not applicable to this Agreement;

23. The Purchaser/s himself/herself/themselves with intention to bind all persons into whomsoever hands the flat may come, doth/do hereby covenant with the Developers as follows:-

A. To maintain the flat at the Purchaser/s own cost in good tenantable repair and condition from the date the possession is taken and not to do or suffer to be done anything in or to the building or structure or the staircase or any passage therein which may be against the rules, regulations or bye-laws of the concerned authorities or to change/alter or to make additions to the building/structure and to the flat itself or any part thereof;

- B. Not to store in the flat or any part of the building any goods which are of hazardous combustible or dangerous nature or are so heavy as to damage the construction or the structure of the building or storing of goods which is objected to by the concerned local or other authorities or the Developers or the society and shall not carry or cause to be carried heavy packages which may damage or are likely to damage the staircases, common passages, terrace or any other structure of the building in which the flat is situate, including entrances of the building or the flat on account of negligence or default of the Purchaser/s in this behalf, the purchaser/s shall be liable for the consequences of the breach,
- C. To carry out at his/her/their cost internal repairs to the flat and maintain the flat in the same condition, state and order in which it was delivered by the Developers to the Purchaser/s and not to do or suffer to be done anything in or to the building in which the flat is situate or the flat which may be against or in breach of the rules and regulations and bye-laws of the concerned local authorities or other public authority or the Society. 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 authorities and/or other public authority or the Society.
- D. Not to demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition or alteration or demolition of whatsoever nature in or to the flat or any part thereof or in the elevation and outside colour scheme of the building in which the flat is situate and to keep the portion, sewers, drains, pipes in the flat 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 flat is situate and shall not

chisel or in any other manner damage column, beams, walls slabs or RCC pardis or other structural members in the flat without the prior written permission of the Developers and/or the Society or local authorities.

- 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 flat is situate or any part thereof or whereby any increased 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 flat in the compound or any portion of the said property and the building in which the flat is situate;
- G. To pay to the Developers within seven days of demand by them, his/her/their share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other connection to the building in which the flat is situate.
- H. To bear and pay all increases in local taxes, water charges, insurance and such other levies, if any, and any new revenue impositions and taxes levied by the Central or State Government or local authority such as income or sales or works contract tax and any levy, penalty or tax or imposition on account of change of user of the flat by the Purchaser/s, namely, user for a purpose other than for residential purposes, if any;
- I. Without the prior written permission of the Developers, not let, to sub-let, convey, mortgage, charge or in any way encumber or deal with, dispose off or part with possession of the flat nor assign, under-let or part with his/her/their interest or benefit of this Agreement or in the documents transferring and/or vesting the title of the said property and the said building in favour of the Society and in any event, not until the purchaser/s shall have paid to the Developers all the moneys payable hereunder and only if the purchaser/s has/have

not been guilty of breach 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 at its inception and the modifications, additions or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats and other premises therein and for the observance and performance of the building rules, regulation and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupation and use of the flat and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings of the society.
- K. The purchaser/s shall permit the Developers and its surveyors and agents with or without workmen and others at all reasonable time to enter into/upon his/her/their flat and/or premises or any part thereof for the purpose of repairing any part of the flat, building and for laying cables, water covers, fittings, wires and other conveniences for the said building and also for repairing, maintaining and servicing the same and for repairing, maintaining and servicing the same and also for the purpose of cutting off the supply of water and other amenities and services to the flat in respect whereof the concerned purchaser/s or the occupier/s thereof shall have committed default in payment of his/her /their share of Government and Municipal Property taxes, water taxes, levies or electricity charges and/or other outgoings payable in respect of the flat.
- L. The Developers shall maintain a separate account in respect of monies received by them from the purchaser/s as advance or deposit, sums received on account of share capital for the formation of the

Society or towards outgoings and shall utilise the amounts only for the purpose for which they have been received.

24. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the flat or the property and the said building or any part thereof. The purchaser/s shall have no claim save and except in respect of the flat hereby agreed to be sold to him/her/them and the car parking space allotted to him /her /them and all open spaces in the compound, parking spaces, lobbies, staircases, terraces, and recreation spaces will remain the property of the Developers until the property and the building is transferred to the Society as hereinbefore mentioned but subject to the rights of the Developers as herein provided.
25. The purchaser/s shall maintain at his/her/their own costs the flat agreed to be purchased by him/her/them in the same condition, state and order in which it is delivered to him/her/them and the purchaser/s shall abide by all the bye-laws, rules and regulations of the Government, BMC, Electricity Supply Authority and all other concerned local or public bodies or authorities in regard to the said building and shall attend to, answer and be responsible for all actions for violation of any of the bye-laws, rules and regulations as aforesaid and the purchaser/s shall also observe and perform all the terms and conditions contained in this agreement.
26. The purchaser/s shall not decorate the exterior of the flat otherwise than in the manner agreed to with the Developers and/or the Society or in the manner as near as may be in which the same was previously decorated.
27. After the possession of the flat is handed over to the purchaser/s, if any additions or alterations in or about or in relation to the said building are

required to be carried out by the Government, BMC or any other statutory authority, the same shall be carried out by the purchaser/s of the flat/s in the said building at his/her/their own cost and the Developers shall not in any manner be liable or responsible for the same. The purchaser/s shall have no claim of any nature whatsoever against the Developers in respect of any item to work in the said premises which may be alleged not to have been carried out, completed or otherwise or for any damage to or deterioration or destruction of the building or any part thereof after possession of the flat is delivered to the purchaser/s.

28. The purchaser/s shall, at no time, demand partition of his/her/their interest in the said building and/or the said property it being agreed and declared by the purchaser/s that his/her/ their interest in the said property is impartable.
29. In case the purchaser/s give/s the flat on leave and licence basis or any other basis or otherwise parts with possession thereof or any part thereof and if due to such act, BMC, BBR & RB, MHADA or any other authority either imposes fresh taxes, levies, rateable value, penalties or charges or increases the existing taxes or charges, the purchaser/s hereby agree/s to pay such fresh taxes, increases, charges or such impositions. In case the purchaser/s fails/to pay such fresh or increased taxes or impositions to the Developers or to the Authorities or to the Society the purchaser/s shall alone be liable to pay and bear all the costs, consequences, losses and expenses whether resulting directly or indirectly from such non-payment and suffer the consequences of such default.
30. The purchaser/s hereby agree/s to pay all the amounts payable under the terms of this Agreement as and when they become due and payable, time in this respect being the essence of contract. The purchaser/s also agree/s that the Developers are not bound to give notice requiring such payment and the failure thereof shall not be pleaded as an excuse for

non-payment of any amount or amounts on the respective due dates or for non-payment of any other charges or dues that are payable hereunder.

31. The purchaser/s hereby covenant/s with the Developers to pay all moneys liable to be paid by him/her/them under this Agreement and to observe and perform the covenants and conditions herein contained and to keep the Developers indemnified against such non-payment, non-observance and non-performance of the said covenants and conditions save and except those which are to be observed by the Developers. The purchaser/s also agree/s and undertake/s to give all the facilities to the Developers to carry out any additional construction work on the building and/or to construct additional structures on the said property even after the Developers shall have delivered possession of the flat to the purchaser/s.
32. The Developers shall have first and paramount lien and charge on the flat in respect of all monies remaining unpaid by the purchaser/s.
33. The Developers shall have a right until receipt of the occupation certificate from BMC to raise additional floors on the said building or to put up additional structures on the said property as may be permitted by the Municipal and other competent authorities and such additions and/or additional structures shall be the sole property of the Developers who will be entitled to dispose off the same in such manner as they may deem fit. IT IS EXPRESSLY AGREED AND CONFIRMED by the purchaser/s that the right of the Developers to construct additional portions or floors in the said building and also to construct additional buildings/structures is an integral part of this contract and the purchaser/s either severally or as members of the society shall not in any manner object to the Developers constructing such additional floors

or carrying out any additional construction on the said property and the purchaser/s shall not be entitled to ask for abatement in the price of the flat or claim any compensation or damages on ground of inconvenience, hardship, easementary rights or on any other ground whatsoever.

34. It is hereby expressly agreed that so long as it does not in any way affect or prejudice the rights hereunder granted and created in favour of the purchaser/s in respect of the flat agreed to be purchased by the purchaser/s, the Developers shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off his/her/their right, title or interest in the said property or in the said building to be constructed thereon by the Developers to any person or persons.
35. The purchaser/s shall insure and keep insured his/her/their flat against loss or damage by fire for the full value thereof in the joint names of the Developers and of the purchaser/s with such insurance company as the Developers shall determine and whenever required produce to the Developers the policy of such insurance and the receipt for the same and in the event of the flat being damaged or destroyed by fire, as soon as reasonably practical, to layout the insurance money in repairing or rebuilding the flat being insured by the Developers. The purchaser/s agree/s to reimburse the Developers with the proportionate share of the insurance premium.
36. After possession of the flat is delivered to the purchaser/s he/she/they shall use the same or any part thereof or the compound surrounding the said building or any part thereof at his/her/their cost and risk and the Developers shall not in any manner whatsoever be responsible or liable for any accident or mishap or injury or damage that may be caused to the person or the property of the purchaser/s or any member of him/her/their family or any person residing with or visiting the purchaser/s or any servant, worker, agent or representative of the

purchaser/s while in the flat or the said building or the compound or any part thereof.

37. IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space in front of or adjacent to the terrace flat in the said building, if any, shall belong exclusively to the respective purchaser/s of the terrace flat and such terrace spaces are intended for the exclusive use of the respective flat purchaser/s.

38. It is hereby expressly agreed that the terrace on the said building shall always belong to the Developers until receipt of occupation certificate from BMC. In the event of the Developers obtaining permission from the Municipal and other authorities for construction of premises on the terrace, the Developers shall be entitled to construct such premises on the terrace, the Developers shall be entitled to construct such premises on the terrace and dispose off the same together with the terrace or a part of the terrace to such person or persons and at such rate and on such terms as they may deem fit. The Developers shall be entitled to construct such premises on the terrace and dispose off the same together with the terrace or a part of the terrace to such person or persons and at such rate and on such terms as they may deem fit. The Developers shall be entitled in that event to allot the entire terrace or a part thereof (as the case may be), to the purchaser of such premises constructed on the terrace and the terrace flat and the terrace or part thereof (as the case may be) shall then be in the exclusive possession of such purchaser/s. The Society formed by the Purchaser/s of flats in the said buildings shall admit as its member the purchaser of the premises on the terrace. PROVIDED HOWEVER, in the event of any water storage tank for the said buildings being constructed on the terrace, then the Society shall be entitled to depute its representative to go to the terrace for the regular check up and upkeep of and for repairing work as may be mutually

agreed upon by the purchaser/s of the premises on the terrace and the Society.

39. In the event of the Society as herein contemplated been formed and registered before the sale and disposal by the Developers of all the flats in the said building as aforesaid, the powers and authority of the Society so formed of the purchaser/s herein and the purchasers of the other premises in the said building shall be subject to the over all power of the Developers in any matter concerning the said buildings, the construction and the completion thereof and all the amenities pertaining to the same and in particular, the Developers shall have absolute authority and control as regards any unsold premises and the disposal thereof.

40. If for any reason, prior to the completion of the said building and the disposal of all the flat and the receipt by the Developers of the total consideration money receivable by them, a Deed of Conveyance or any other transfer deed is executed in favour of the Society, then in that event, the Developers shall continue to have the right to construct and complete the said buildings and dispose of the unsold flats and/or other portions of the said property and to receive and appropriate the full consideration money therefor. Adequate safeguards of the above provision shall be made in the Deed of Conveyance or any other transfer deed as may be executed in favour of the Society and the Purchaser/s and the Society, shall have no claim in respect of the sale of the unsold flats.

41. Without prejudice to the right of the Developers to require the purchaser/s of the premises in the said building to form themselves into a Society and to transfer the said property and the said building to such Society as provided in this Agreement, the Developers shall have a right to submit the said property and the said building and the other

structures which may be constructed on the said property and to require the purchaser/s of flats or premises to form themselves into an Association of Apartment Owners being a condominium. In the event of the Developers so determining, the purchaser/s herein as also the purchasers of other flats shall sign such declarations, agreements, papers and deeds or undertakings as may be required to be signed and executed by the Developers for enabling them to form such Association and/or to submit the said property and the said building to the provisions of the relevant statute. The purchaser/s herein and the purchasers of other flats and the said building agree to abide by the rules and bye-laws of the condominium as may be prescribed from time to time in order to enable the Developers to form such Association. The purchaser/s shall give such particulars about himself/herself/themselves as may be required in that behalf. The Developers and/or the Owner as also all other concerned parties shall execute a Deed of Apartment in favour of each of the purchasers of the flats in the said building separately conveying their respective premises to be called Apartments and the proportionate undivided right, title, interest and share in the common areas and facilities unto such purchasers.

42. Any delay on the part of the Developers or indulgence shown by the Developers to the purchaser/s as regards enforcement of the terms of this Agreement or any forbearance on the part of the Developers or giving time to the purchaser/s in regard to any of the matters referred to in this Agreement shall not be considered 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 nor shall the same in any manner prejudice the rights and remedies of the Developers.

43. The purchaser/s hereby agree/s that the name of the Society to be formed of the various purchasers of flats in the building shall include the words _____ as part of its name and that the said words shall not be deleted, dropped and or changed at any time whatsoever from the name of the Society.

44. Letters, receipts and/or notices issued by the Developers and despatched under certificate of posting to the following address of the purchaser/s will be sufficient proof of receipt of the same by the purchaser/s and shall completely and effectively discharge the Developers.

45. All costs, charges and expenses in connection with the formation of the Society or Association of Apartment owners as well as the cost of preparation, engrossing, stamping and registering the Agreements, Declarations, Conveyance or any other documents required to be executed by the Developers and or the purchaser/s, and costs, charges, fees, and expenses including stamp duty and registration fee for transferring the said property and the said building in favour of such Society/Condominium as well as the entire professional costs of the Advocates of the Developers in preparing and approving all such documents shall be borne exclusively by the purchasers of all flats and the Society or proportionately by the members of such Society. The Developers shall not contribute anything towards such expenses. The proportionate share of such costs charges and expenses payable by the purchaser/s shall be paid by him/her/them immediately on demand to the Developers prompt payment being the essence of contract.

46. All costs, charges and expenses including stamp duty and registration charges of and incidental to this Agreement shall be borne and paid by the purchaser/s alone. The purchaser/s will lodge this Agreement for registration within the time prescribed in the Registration Act and the Developers will attend the Sub-Registry and admit the execution thereof after the purchaser/s inform/s the Developers in writing the number under which it is lodged.
47. This Agreement shall always be subject to the provisions of all applicable laws in force in India from time to time including the Maharashtra Ownership Flats (Regulation of the Promotion of construction, sale, management and transfer) Act, 1963. It is expressly agreed and understood between the parties hereto that such of the clauses and provisions of this Agreement as are in departure from or in variation with the Statutory and Mandatory provisions of all applicable laws will not be binding and enforceable.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands to this writing the day and the year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL that piece and parcel of Pension and Tax land or ground with the messuage tenement or dwelling house and but standing thereon situate lying and being at upper Mahim in the Registration District and Sub-District of Bombay, admeasuring about 269 square yards and registered in the books of the Collector of Land Revenue under No.1/3515 New Survey No.1/104, Cadastral Survey No.1213, Mahim Division, Municipal 'G' Ward Nos.5799(6), (6*A) 86 (6AA)8A, Pitamber Lane, Street No.275-E, bounded on the East by M.M.C Cross Road No.2, Mahim Mumbai-400 016 on or towards the West by the property of Mrs.

Gajanan Bhaskar Vagal and Mr. Pai; on or towards the North by the property of Dandekar Brothers and on or towards the South by Mistry Chawl; The said land is included in the T.P.S. Scheme No.III, Mahim Area and bears final Plot Nos.474.

THE SECOND SCHEDULE ABOVE REFERRED TO

Flat bearing No.admeasuring approximately _____ square feet (carpet area) equivalent to _____ sq m on the floor (i.e.floor above stilt parking) of the new building exclusive of permissible elevation features area of flowerbed, niches and dry balconies and two wheeler parking space no._____ in the compound of the new building standing on the land as mentioned in the first schedule hereinabove written situate at M.M.C. Cross Road No. 2, Mahim, Mumbai - 400 016 bearing Cadastral Survey No. 1213 of Mahim Division.

SIGNED AND DELIVERED)

By the within named Developers)

1. BHUVANESHI ANAND WARDE)

2. DEEPA BHUVANESHI WARDE)

3. UDAY VASANT RAWOOL)

4. AMEYA UDAY RAWOOL

in the presence of

SIGNED AND DELIVERED

by the within named Purchaser/s

in the presence of

DATED THIS DAY OF 2017

MESSRS JEEVANDEEP DEVELOPERS

AND

AGREEMENT FOR SALE

SIGANPORJA & DALVI
Advocates and Solicitors
34- A, Yusuf Building,
49, Veer Nariman Road,
Fort, MUMBAI - 400 023.