Date: _____

To,
_____ (name)
address_____
_____,
_____.

Dear Sir / Ma'am/s,

Re.: Allotment Letter
Flat No. _____ on _____ floor in our project Kalpak

We wish to inform you that as per your request we have allotted you Flat No. _____ on _____ floor having carpet area of _____ sq.ft./built-up in our project called "KALPAK" to being under construction at Plot No. 465 bearing C.T.S. No. E/168 of Village Bandra at 15th Road, Khar (West), Mumbai - 400052.

Total value of the said flat no. _____ along with _____ parking in our project Kalpak is INR _____ (Indian Rupees _____ only) excluding the taxes, stamp-duty, registration charges and other charges as may be applicable and to be referred in agreement. Please note that any delayed payments shall be charged @21% per annum till we receive payments/installments from you

We confirm that we have received an amount of INR _____ (Indian Rupees _____ only) by various installments.

Immediately after the execution of regular Agreement for Sale between the parties herewith, inclusive of the amount herein, this allotment letter shall have no effect and it will be treated as null and void subsequently.

Thanking you.

Yours faithfully,
for PRECONS DEVELOPMENT PVT. LTD.

Director

We confirm,

For PRECONS DEVELOPMENT PVT. LTD.

Director/Authorised Signatory

_____

_____

RECEIPT:

RECEIVED of and from the Purchaser/s abovenamed, a sum of Rs._____ (Rupees _____ only) being the part consideration value as per Clause 3 of these presents, by RTGS/Cheque/payorder/DD No. _____ dated _____ of _____ Bank _____

_____

_____.

For PRECONS DEVELOPMENT PVT. LTD.

Director/Authorised Signatory

DEVELOPERS

Signature of Developer

Signature of Purchaser/s

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai this ____ day of _____ 201__

BETWEEN

PRECONS DEVELOPMENT PRIVATE LIMITED, a company registered under the Companies Act, 1956 and having its registered address at Shop No. 4, Almar Apartment, Fr. Justine D'Souza Road, Orlem, Malad (West), Mumbai - 400 064 and having its administrative office at 1201 Links, Corner of 14th Road & Khar Pali Road, Khar (West), Mumbai - 400 052, hereinafter referred to as the **"DEVELOPER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, administrators and assigns) of the One Part

For PRECONS DEVELOPMENT PVT. LTD.

Director/Authorised Signatory

Signature of Developer

Signature of Purchaser/s

AND

____ Indian Inhabitant, having address at

_____

_____

___, hereinafter called the **"PURCHASER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) of the Other Part:

WHEREAS Khar Kalpak Co-operative Housing Society Limited, a Society duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 vide Registration No. BOM/HSG/5225 of 1977 and having its Registered Office at 'Kalpak', Plot No. 465, 15th Road, Khar (West), Mumbai - 400 052 is the owner of the building known as 'Kalpak' comprising of stilt and 3 upper floors with 12 flats standing on land bearing Plot No. 465 of S.S. VII Khar and C.T.S. No. E/168, admeasuring 749 sq. yards equivalent to 626.3 sq. metres lying, being and situate at 15th Road, Khar (West), Mumbai - 400 052 in the Revenue Village : Bandra, Taluka : Andheri, District Mumbai Suburban and more particularly described in the First Schedule hereunder written and hereinafter referred to as 'the said Property';

AND WHEREAS the said building Kalpak being more than 37 years old was in a dilapidated condition and hence the Society in its Special General Body Meeting held on 12th December, 2012 resolved to redevelop the said property by demolishing the old building and constructing a new building thereon as per the Development Rules and building Bye-laws governing such redevelopment of the said property and subject to all permissions and No Objections and approvals required for the redevelopment of the said property including the sanction of building plans by the Municipal Corporation of Greater Mumbai and other Statutory Authorities in that behalf;

AND WHEREAS by a Development Agreement dated 23rd December 2014 registered with the Sub-Registrar of Assurances at Mumbai Suburban District under Serial No. BDR4-8654-2014 on 23/12/2014

For PRECONS DEVELOPMENT PVT. LTD.

Director/Authorised Signatory

Signature of Developer

Signature of Purchaser/s

(*the "said Development Agreement"*), the said Khar Kalpak Co-operative Housing Society Limited with the consent of the members agreed to allow **PRECONS DEVELOPMENT PRIVATE LIMITED**, a company registered under the Companies Act, 1956 and having its registered address at Shop No. 4, Almar Apartment, Fr. Justine D'Souza Road, Orlem, Malad (West), Mumbai - 400 064 and having its administrative office at 1201 Links, Corner of 14th Road & Khar Pali Road, Khar (West), Mumbai - 400 052 (hereinafter called 'the said Precons') to redevelop the said property by demolishing the existing building "Kalpak" and constructing a new building thereon in its place as per the plans to be sanctioned by the Municipal Corporation of Greater Mumbai (MCGM) for the consideration and on the terms and conditions contained in the said Development Agreement;

AND WHEREAS in pursuance of the said Development Agreement and the resolution of the General Body Meeting dated 12/12/2012, the said Society also executed an Irrevocable General Power of Attorney dated 23rd December 2014 duly registered before the Sub-Registrar of Assurances at Mumbai Suburban District under Serial No. BDR4-8655-2014 on 23/12/2014 in favour of the Developer giving the necessary powers required for the redevelopment of the said property;

AND WHEREAS as per the terms and conditions contained in the said Development Agreement the Developer became entitled to demolish the said entire building "Kalpak" and put up a new construction thereon and after providing for the members of the Society flats and car parking spaces in the new building as per the plans to be sanctioned by the MCGM the said Developer are entitled to sell and/or dispose of the remaining flats in the new building and the car parking spaces to prospective purchasers on what is known as "ownership basis" and the said prospective purchasers would be entitled to be admitted to the membership by the Society;

AND WHEREAS pursuant to the said Development Agreement and upon the application of the Developers, the building plans for construction of the proposed building on the said property have been

For PRECONS DEVELOPMENT PVT. LTD.

Director/Authorised Signatory

Signature of Developer

Signature of Purchaser/s

duly sanctioned by the MCGM vide I.O.D. No. CHE/WS/1116/H/337 (NEW) Date 10-12-2014;

AND WHEREAS the Developers have entered into a standard agreement with an Architect **C.S. Associates** registered with the Council of Architects and such arrangement is as per the agreement prescribed by the Council of Architects AND WHEREAS the Developers have appointed a Structural Engineer **Mr. Dwijen Bhaat** for the preparation of the structural design and drawings of the building and the Developers accept the professional supervision of the Architects and the Structural Engineer till the completion of the building;

AND WHEREAS the Developers have entered into individual ownership flat agreements with members of the said Society allotting to each of the said members their respective flats/car parking space in the new building to be constructed on the said property;

AND WHEREAS under the circumstances mentioned above, the Developers alone have the sole and exclusive right to develop the said property and to sell the remaining flats and car parking spaces in the said new building being constructed on the said property by the Developers (save and except the flats and car parking spaces in the new building to be provided to the members of the said Society) and to enter into agreement/s with the purchaser/s of the flats and car parking spaces and to receive the sale price in respect thereof;

AND WHEREAS the Developers have got approved from the concerned local authority the plans, specifications, elevations, section and details of the said building;

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said land and the said building and upon due observance and performance of which only the

For PRECONS DEVELOPMENT PVT. LTD.

Director/Authorised Signatory

Signature of Developer

Signature of Purchaser/s

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

AND WHEREAS the Developers have accordingly commenced construction of the said building in accordance with the said plans after demolishing the existing building;

AND WHEREAS the Purchaser/s being fully satisfied in respect of the title of the Developer of the said property, has/have approached the Developer to allot to the Purchaser/s Flat No. _____, admeasuring _____ sq.ft. (carpet) equivalent to _____ sq.metres on the _____ floor and _____ Parking Space (hereinafter called '**the said premises**') in the said building **"KALPAK"** being constructed by the Developers on the said property at the price and on the terms and conditions hereinafter appearing;

AND WHEREAS the Developers have also annexed to this agreement the copies of the following documents as required by the provisions of the said Act and the Rules viz.:

a) Certificate of Title issued by Advocates & Solicitors P. Vas & Co. dated 17th January 2015, who has investigated the title in respect of the said property and has certified the title of the said property to be clear and marketable - **EXHIBIT "A"**;

b) Copy of the Property Card of the said property - **EXHIBIT "B"**;

c) Copy of I.O.D. bearing No.CHE/WS/1116/H/337 (NEW) dated 10th December 2014 - **EXHIBIT "C"**;

d) Copy of Commencement Certificate of even No. CHE/WS/1116/H/337 (NEW) dated 13th August 2015 - **EXHIBIT "D"**;

e) Copy of the plan of the flat agreed to be allotted to the Purchaser/s, duly approved by the MCGM - **EXHIBIT "E"**;

AND WHEREAS the Purchaser/s demanded from the Developers and the Developers have given inspection to the purchaser/s of all the documents of title relating to the said property including the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Developers' Architect, the title revenue

record and all other documents as specified under the Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management & Transfer) Act, 1963 (hereinafter referred to as "MOFA") and the rules made thereunder as amended upto date and the Purchaser/s are fully satisfied with the title of the Developer in respect of the said property and the Developer's right to allot various flats in the building to be constructed on the aid property and has/have agreed not to raise any requisition on or objections to the same;

AND WHEREAS under Section 4 of the said Act, the Developers are required to execute a written Agreement for Sale in respect of the said flat agreed to be sold to the Purchaser/s and the parties are therefore executing these presents and also to register the this agreement under the Indian Registration Act 1908;

AND WHEREAS relying upon the said applications, declarations and agreement herein contained, the Developers have agreed to allot to the Purchaser/s the said Flat, at the price and on the terms and conditions hereinafter appearing;

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

1. The recitals set out above and the Schedules and Annexure herein form an integral and operative part of this agreement as if the same are incorporated and/or set out herein verbatim.

2. The Developers are constructing the building known as **"KALPAK"** on the said property more particularly described in the First Schedule hereunder written, in accordance with the plans and specifications have been already sanctioned by the MCGM and the said plans and specifications have been kept by them at their office at 1201, LINKS, Corner of 14th Road & Khar Pali Road, Khar (West), Mumbai 400 052 and also at building site which have already been approved by the Purchaser/s and the Purchaser/s has/have also agreed that the Developers may make such variations and modifications as the Developers may

require to do by the Government, MCGM or any other local body or authority and the Purchaser/s shall not be entitled to raise any objection on account of such variation or amendment provided that the Developers shall obtain prior consent in writing from the Purchaser/s in respect of such variations or modifications which may adversely affect the said premises agreed to be purchased by the Purchaser/s. The Developers are proposing to put up a building comprising of stilt + 16 upper floors.

3. The Purchaser/s hereby agree/s to purchase from the Developers Flat No._____ on the _____ floor, admeasuring _____ sq.ft. (carpet area) equivalent to _____ sq.metres and _____ Car Parking in the building known as "KALPAK" and shown in red coloured boundary lines on the plan annexed hereto and marked EXHIBIT "E", for a total consideration of Rs._____ (Rupees _____ only) which includes the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule hereunder written. The Flat Purchaser hereby agrees to pay to the Developers the lump sum Purchase price of Rs._____ (Rupees _____ _____ only) as under: -

a) Rs._____ being 15% of the consideration amount earnest money.

b) Rs._____ being 25% of the consideration amount on or before commencement plinth slab.

c) Rs._____ being 20% of the consideration amount on or before commencement of 6th floor slab

d) Rs._____ being 4% of the consideration amount on or before commencement of 7th floor slab

e) Rs._____ being 4% of the consideration amount on or before commencement of 8th floor slab

f) Rs._____ being 4% of the consideration amount on or before commencement of 9th floor slab

g) Rs._____ being 4% of the consideration amount on or before commencement of 10th floor slab

h) Rs._____ being 4% of the consideration amount on or before commencement of 11th floor slab

i) Rs._____ being 4% of the consideration amount on or before commencement of 12th floor slab

j) Rs._____ being 4% of the consideration amount on or before commencement of 14th floor slab

k) Rs._____ being 4% of the consideration amount on or before commencement of 15th floor slab

l) Rs._____ being 4% of the consideration amount on or before commencement of 16th floor slab

Signature of Developer

Signature of Purchaser/s

m) Rs._____ being balance the consideration amount on or before handover of keys of the flat for interior purpose

4. Pursuant to legislative amendments and rulings, the provisions of the Maharashtra Value Added Tax Act, 2002 are attracted to newly constructed / under construction premises. Accordingly, each Purchaser shall be liable to bear and pay Value Added Tax and Service Tax in addition to the Total consideration of the premises and all other charges in terms of the Sale Agreement.Unless otherwise specified herein, the consideration/price mentioned hereinabove exclude any current taxes and future taxes that may be imposed (including the Goods and Services Tax ("GST")), under the relevant legislation. Upon the effective date of implementation of any such taxes in the future and wherever applicable, we will be entitled to recover such taxes from you.

5. The Developers hereby agree to observe, perform and comply with all the terms and 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 causing to hand over the possession of the premises to the Purchaser/s, obtain from the concerned local authority occupation and/or completion/completions certificates in respect of the premises.

6. The Purchaser/s has/have taken inspection of all the documents mentioned hereinabove and has/have also perused the certificate of title issued by **Mr. Pius Vas, Advocate, High Court,** EXHIBIT "A" and has/have accepted the title of the said owners to the said property as clear and marketable. The Purchaser/s shall not be entitled to raise any objection whatsoever with regard to the title of the said property.

7. The Purchaser/s agree/s to pay to the Developers interest at 9% per annum on all the amounts which become due and payable by the Purchaser/s to the Developers under the terms of this agreement from the date of the said amount is payable by the Purchaser/s to the Developers.

8. On the Purchaser/s committing default/s in payment on due date of any amount due and payable by the Purchaser/s to the Developers under this AGREEMENT (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and 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 hereinbefore contained shall not be executed/exercised by the Developers unless and until the Developers shall have given to the Purchaser/s fifteen days prior notice in writing of his/her/their intention to terminate this agreement and of the specific breach or breaches of 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 reasonable time after the giving of such notice.

PROVIDED further that upon termination of this agreement as aforesaid the Developers shall refund to the Purchaser/s the installments' of sale price of the premises 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 refunded and upon termination of this agreement and refund of aforesaid amount by the Developers, the Developers shall be at liberty to dispose of and sell the premises to such person or and at such price as the Developers may in their absolute discretion think fit.

9. The Developers shall allow the Purchaser/s as also the workers and carpenters of the Purchaser/s to enter the flat and to carry

out alterations, renovations and modifications in the interior of the flat including making of furniture, fixtures and fittings in the said flat as per the needs and requirements of the Purchaser/s on or before _____. However, the Developers shall give possession of the premises to the Purchaser/s on receipt of the occupation certificate. If the developers fail or neglect to give possession of the said premises to the Purchaser/s on account of reasons beyond their control and of their agents as per the provisions of Section 8 of MAHARASHTRA OWNERSHIP FLATS ACT, 1963 by the aforesaid date or the date or dates prescribed in the said Section of the said Act, then the Developers shall be liable on demand to refund to the Purchaser/s the amounts already received by then in respect of the premises with simple interest at 9% per annum from the date the Developers received the sum till date the amounts and interests thereon is repaid, provided that by mutual consent it is agreed whether the dispute stipulated in Section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Developers to the Purchaser/s there shall, subject to prior encumbrances, if any, be a charge on the said land as well as the construction of the building in which the premises are situated or were to be situated. Notwithstanding what is said hereinabove and without prejudice to the Purchasers right and remedies available to the Purchaser, the Purchaser is entitle to seek specific performance of this Agreement.

PROVIDED that the Developers shall be entitled to reasonable extension of time for giving delivery of premises on the aforesaid date, if the completion of building in which the said premises is to be situated is delayed on account of :-

9.1. non availability of steel, cement, other building materials, water or electric supply;

9.2. war, civil commotion, accident or Act of God;

9.3. any notice, order, rule, notification of the Govt. and/or other public competent authority.

10. The Purchaser/s shall take possession of the said premises within 15 (fifteen) days of the Developers giving written notice to Purchaser/s intimating that the said premises are ready for use and occupation;

PROVIDED that if within a period of 3 years from the date of handing over the premises to the Purchaser/s, the Purchaser/s brings to the notice of the Developers any defect in the said premises or the building in which the said premises are situated or the material used therein or any unauthorized change in the construction of the said building then wherever possible such defects or unauthorized changes shall be rectified by the Developers at their own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Developers reasonable compensation for such defect or change. However if the defect in the said premises or the building is due to any changes or work done by any of the purchaser or occupier in the building, the Developer shall not be responsible for the same.

11. Commencing a week after notice in writing is given by the Developers to the Purchaser/s that the said premises are ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said premises) of outgoings in respect of the said land and building/s namely local taxes betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collector, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Purchaser/s is/are admitted to the membership of the said Khar Kalpak Society, the Purchaser/s shall pay to the Developers such proportionate share of outgoings as may be determined by the Developers. 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.20,000/-

(Rupees Twenty Thousand only) per month towards the outgoings & Rs.20,000/- (Rupees Twenty Thousand only) per month towards the taxes or as per the rate prevailing that time, whichever is higher. The amounts so paid by the Purchaser/s to the Developers shall not carry any interest and subject to the provisions of Section 6 of the said Act, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developers to the said Society. The Purchaser/s undertake/s to pay such provisional monthly outgoings regularly as and when demanded in advance and shall not withhold the same for any reason whatsoever.

12. The Purchaser/s shall on or before the delivery of possession of the said premises keep deposited with the Developers the following amounts:

12.1. Rs.4,80,000/- being the advance on account payment towards other outgoings (excluding taxes) for a period of two years;

12.2. Rs.4,80,000/- being the advance on account payment towards assessment taxes for the period of two years, however any increase in taxes by government/M.C.G.M. of the concern authority will be payable by you as and when demanded;

12.3. Rs.50,000/- towards legal charges;

12.4. Rs.500/- for shares money of the said Society;

12.5. Rs.100/- per name/person , application entrance fee of the said society.

12.6. Rs.1,00,000/- towards (non-transferable) deposits for electric meter/water meter payable/paid to Reliance Infrastructure Ltd./MCGM;

12.7. Rs.1,02,150/- towards M.C.G.M. Development. Any increase in development charges during Occupation Certificate and / or Building Completion Certificate will be borne and paid by the Flat Purchaser alone.

12.8. Rs.25,000/- towards out of pocket expenses;

13. The Purchaser/s or himself/herself/themselves with intention to bring all persons into whomsoever hands the said premises may come, doth hereby covenant with the Developers as follows:-

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

13.2. Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or so heavy as to damage the construction of structure of the building in which the said premises is situate or storing of which goods is objected to by the concerned local authority or other authority and shall carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the structure or staircases, common passages or any other structure of the building in which the said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated or premises on account of negligence or default of the Purchaser/s, he/she/they shall be liable for the consequence of the breach.

13.3. To carry out at his/her own cost all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Developers to the Purchaser/s and shall not do so or suffer to be done anything in or to the building in which the said premises is situated or the premises which may be given under the rules, regulations and byelaws of the concerned local authority. And in the event of the Purchaser/s committing any act in contravention of the

above provision the Purchaser/s shall be solely responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

13.4. Not to demolish or cause to be demolished the said premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said premises or any part of the said premises thereof nor any alterations in the elevations and outside colour scheme of the building in which the said premises is situated and shall keep the portion, sewers, drains, pipes in the premises and appurtenants thereto in tenantable repair and condition and in particular so as to support, shelter and protect the other part of the building in which the said premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said premises without the prior written permission of the Developers and from the said Society.

13.5. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the said premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

13.6. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said land and the building in which the said premises is situated.

13.7. Pay to the Developers within 15 days of demand by the Purchaser/s his/her/their shares of the security deposit demanded by the concerned local authority or Government for giving water, electricity or any other services connection to the building in which the said premises is situated.

13.8. To bear and pay increases in the local taxes, water charges, insurance and such other levy, if any, which are imposed by the concerned local authority and/or

Government and/or other public authority on account of change of user/s of the said premises by the Purchaser/s viz. user for any purpose other than for residential purposes.

13.9. The Purchaser/s shall not let, sublet, transfer, assign or part with Purchaser/s interest or benefit factor of this agreement or part with the possession of the said premises until all the dues payable by the Purchaser/s to the Developers under this agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser/s has/have intimated in writing to the Developers.

13.10. The Purchaser/s shall observe and perform all the rules and regulations which the said Society, may adopt at its inception and additions, alterations or alterations or amendments thereof that may be made from the 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, regulations and bye-laws for the time being the concerned local authority and/or the Government and/or other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said premises in the building and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

14. The Developers shall maintain a separate account in respect of sums received by the Developers from the Purchaser/s as advance or deposit, sums received on account of share capital for the promotion of the said Society towards the outgoings, legal charges and shall utilize the amounts only for the purpose for which they have been received.

15. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said plot and building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said premises hereby agreed to be sold to him/her/them and all open spaces including frontage of parking spaces, lobbies, staircases, part of the terraces, recreation spaces, etc. as per the plan enclosed will remain the property of the said Society.

16. Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser/s by the Developers shall not be 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 nor shall the same in any manner prejudice the rights of the Developers.

17. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE parties hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the Purchaser/s of the terrace flat and such terrace space are intended for the exclusive use of the respective terrace purchaser/s. The said terrace shall not be enclosed by the Purchaser/s till the permission in writing is obtained from the concerned local authority and the Developers or the said Society as the case may be.

18. Upon possession of the said premises being delivered to the Purchaser/s, the Purchaser/s shall be entitled to use and occupy the said premises. The Purchaser/s shall use the said premises for residential/residence or for such purpose for which it is agreed to be purchased under this agreement. The Purchaser/s shall use their own allotted garage or parking space only for the purpose of keeping or parking the Purchaser/s own vehicle/s.

19. The Developers shall in respect of any amount payable by the Purchaser/s under the terms and conditions of this agreement have first lien and charge on the said premises agreed to be acquired by the Purchaser/s.

20. The Purchaser/s hereby agree/s and undertakes to be a member/s of the said Society and also from time to time sign and execute applications, other papers and documents as may be necessary. No Objection shall be taken by the Purchaser/s if change or modification/s are made in the draft bye-laws as may be required by the Registrar of Cooperative Societies or other competent authority as the case may be. The Purchaser/s shall be bound from time to time to sign all papers and documents and to do all other things as the Developers may require him/her/them to do from time to time for safeguarding the interest of the Developers and of other purchaser/s of the different premises in the said building. Failure to comply with the provisions of this clause will render this agreement ipso facto to come to an end and the earnest money deposited and other monies paid by the Purchaser/s shall stand forfeited by the Developers.

21. After the possession of the said premises is handed over to the Purchaser/s, if any additions or alterations in or about or relating to the said building are thereafter required to be carried out by the Government Municipality or any statutory authority the same shall be carried out by the Purchaser/s in cooperation with purchasers of the other premises in the said building at their own cost and the Developers shall not be in any manner liable or responsible for the same.

22. The Purchaser/s shall at no time demand partition of his/her/their interest in the said building it being agreed and declared by the Developers that this interest in the said building is impartible and it is agreed that the Developers shall not be liable to execute any document in respect of the said premises in favour of the Purchaser/s.

23. The Developers shall after the construction of the said building is completed in all respects and after the occupation certificate is granted by the concerned authority get the Purchaser/s admitted as member/s of the said Khar Kalpak Society. The said Khar Kalpak Society shall then be entitled to look after and/or manage the affairs of the said building.

24. All letters, receipts or notices issued by the Developers dispatched under the certificate of posting to the last address known to them 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. For this purpose the Purchaser/s has/have given the following complete address :

_____

_____

25. All costs, charges and expenses in connection with the preparing, engrossing, stamping and registering all the agreements or any other document/s or documents required to be executed by the Developers or Purchaser/s as well as the entire professional cost/s of the Advocate of the Developers in preparing and approving such documents shall be borne and paid by the purchasers or holders of premises in the said building including the Purchaser/s herein and the proportionate share of the Purchaser/s shall be such amount as may be fixed by the Developers whose decision/s in this respect will be final and binding on the Purchaser/s. The Developers shall not be liable to contribute anything towards such cost/s, charge/s and expenses of the Purchaser/s which shall be paid by him/her/them to the Developers immediately on demand.

26. This agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 as amended upto date or any other provisions of law applicable thereto.

Signature of Developer

Signature of Purchaser/s

27. All costs, charges and expenses including stamp duty and registration charges of this agreement shall be borne and paid by the Purchaser/s. The Purchaser/s is/are fully aware of the provisions of the Bombay Stamp Act, as amended upto date. If any stamp duty over and above stamp duty already paid on this agreement is required to be paid or is claimed by the Superintendent of Stamps, Mumbai or concerned authority, the same shall be borne and paid by the Purchaser/s alone including the penalty, if any. The Developers shall not be liable and/or responsible towards the said stamp duty. The Purchaser/s shall indemnify the Developers against any claim from the Stamp Authorities or other concerned authorities in respect of the said stamp duty to the extent of the loss or damage that may be suffered by the Developers. The Purchaser/s shall also fully reimburse the expenses that may be required to be incurred by the Developers in consequence upon any legal proceedings that may be instituted by the authorities concerned against the Developers for non-payment and/or under-payment of stamp duty by the Purchaser/s.

28. The parties hereto shall attend the office of the Sub-Registrar of Assurances for registration of the said document within the prescribed time limit and admit execution thereof.

29. The PAN Nos. of the parties hereto are as under :

DEVELOPERS

Precons Development Private Limited AACCP1506D

PURCHASER/S

_____

_____

_____

_____

Signature of Developer

Signature of Purchaser/s

IN WITNESS WHEREOF the parties herein have hereunto set and subscribed their respective hands at Mumbai on the day and year hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO :

All that piece or parcel of land or ground bearing Plot No.465 of S.S. VII Khar and C.T.S. No. E/168, admeasuring 749 sq. yards equivalent to 626.3 sq. metres alongwith the building known as 'Kalpak' standing thereon lying, being and situate at 15th Road, Khar (West), Mumbai 400 052 in the Revenue Village Bandra, Taluka Andheri, District Mumbai Suburban and as shown as marked in red colour boundary lines on the plan:

On or towards the North	:	by Plot No.456 of the said Scheme;
On or towards the South	:	by Plot No.464 of the said Scheme;
On or towards the East	:	by 15th Road, Khar;
On or towards the West	:	by Plot No.472 of the said Scheme.

For PRECONS DEVELOPMENT PVT. LTD.

Director/Authorised Signatory

Signature of Developer

Signature of Purchaser/s

THE SECOND SCHEDULE ABOVE REFERRED TO :

DESCRIPTION OF COMMON AREAS & COMMON FACILITIES :

1. Common areas shall include :-
   a) Areas covered under the external and internal walls and pardis (built up areas)
   b) Staircases, lobbies, passages and landings, common terraces (excluding pocket/attached terraces abutting certain flats and, as such, exclusively allotted to purchaser of the said flat).
2. Common facilities in the building shall include :-
   a) Overhead and underground water storage tanks and water pipes, water meter, pump room with pumps and accessories.
   b) Drainage and sewerage including septic tank and soak etc.
   c) Electrical common load wiring, starters/switches and all common wirings.
   d) Common lights in staircases, landings, gates, terrace and compounds.
   e) Unallotted open parking spaces.
   f) Compound gate/s.
   g) Common compound walls.
   h) Lift/s.

For PRECONS DEVELOPMENT PVT. LTD.

Director/Authorised Signatory

Signature of Developer

Signature of Purchaser/s

SIGNED SEALED AND DELIVERED by the withinnamed **"DEVELOPERS"**		Photo
LHT	Sign	
in the presence of _____ _____		

SIGNED SEALED AND DELIVERED by the withinnamed **"PURCHASER/s"** _____		Photo
LHT	Sign	
in the presence of _____ _____		

SIGNED SEALED AND DELIVERED by the withinnamed **"PURCHASER/s"** _____		Photo
LHT	Sign	
in the presence of _____ _____		

For PRECONS DEVELOPMENT PVT. LT

Director/Authorised Signatory

_____ Signature of Developer

_____ Signature of Purchaser/s