DRAFT AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made and entered into at Mumbai this ___ day of _____, 2019 BETWEEN **M/S. A. R. AMBOLI DEVELOPERS LLP,** a LLP Firm registered vide No. AAQ-5764 under provisions of the section 58(1) of the LLP Act, 2008 having office at 701 & 707, Plot No. B-54, Golden Chambers Premises CHS Ltd, Andheri Link Road, Andheri (West), Opp. Fame Adlabs/ Tanishq Showroom, Mumbai City, Mumbai-400 053 through its authorized partners **(1) MR. MAHAFUZ KHAAN (2) MR. SUNIL PARSHURAM KADAM** hereinafter referred to as "**The Owners/Developer**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its partners for the time being and time to time, the survivor/s of them and the heirs, executors or administrators of the last survivor) of the ONE PART AND Smt. _____ Shri _____ _____ both Adults, Indian Inhabitants of Mumbai, residing at _____

_____

Mumbai – 400 ___ hereinafter called "**The Purchaser/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their/heirs, executors, administrators, assigns and successors as the case may be) of the SECOND PART.

WHEREAS:

A. One Salsette Catholic Co-op. Hsg. Soc. Ltd. a Society registered under the Maharashtra Co-operative Societies Act 1960 was seized and possessed of a large property originally Survey No. 64/5, 64/6, 64/7, 64/8, 64/10, 64/14, 65A/1-8, 65A/1-9, 70A/1-1, 70A/1-2, 70A/1-3, 70A/1-4, 70A/1-5, 71/2, 71/3, 71/4, 72/2, 73/3, 73/7, 73/8, 73/10, 74A/1 (Hissa No. 1), 74/A/1A, (Hissa No. 2, 3 and 5) and corresponding to CTS 449, 453, 457 (part), 458, 460, 461 (part), 462, 463 (part), 474, 475, 476, 477 (part), 538 (part), 544, 468 (part), 469 (part), 470 (part), 471, 472, 473, 612, 618 (part), 623, 455 and 616 total admeasuring about 22956.60 sq. yds. Equivalent to 19,194 sq. mtrs. or thereabouts which is more particularly described in the first schedule hereunder written which was purchased from different owners.

B. The said Salsette Catholic Co-op. Housing Society Ltd. for the purpose of development submitted a layout scheme to the Bombay Municipal Corporation who approved the scheme and said layout has been sanctioned by the Bombay Municipal Corporation vide the standing committee's Resolution No. 947 of 12.7.1977 on the terms and conditions contained in the layout No. SE/20/83-K of 16.7.1967 which is known as "Andheri Scheme" as per record.

C. All the original survey Nos. on inquiry were assigned different CTS Nos. and after the layout was sanctioned, different CTS Nos. under Land Revenue Code in place of old CTS were assigned.

D. There were several sub-plots and out of the said sub plots the Salsette Catholic Co-op. Hsg. Soc. Ltd. inter alia sold, transferred and conveyed the plot of land bearing Plot no. 7-S corresponding to CTS No. 440/7, 440/7 part (1 to 23)

admeasuring about 1617.20 sq. mtrs. to **M/S. NUTAN SHANTI PRIYA CO-OP. HSG. SOCIETY LTD.**, a society registered No. BOM/HSG/H-6643 of 1981 under the Maharashtra Co-operative Societies Act, 1960 having administrative office at C/o Darryl D'mello, Serenity CHS, A-101, Off Jai Bhavani Mata Road, Amboli, Andheri (West), Mumbai-400 058 by Deed of Conveyance dated 19.3.1987 registered under No. BDR-1236/1987 and Plot No. 6-S corresponding to CTS. No. 440/6 admeasuring about 422.00 sq. mtrs. to M/s. Nutan Shanti Priya Co-op. Hsg. Society Ltd. by Deed of conveyance dated 13.11.2009 registered under No. BDR-9-10770/2009 which is more particularly described in the Second Schedule hereunder written.

E. By Deed of Conveyance dated 19.03.1987 registered under No. BDR-1236/1987, the Salsette Catholic Co-op. Hsg. Soc. Ltd. sold, transferred and conveyed the plot of land bearing Plot no. 23-S & 22-S corresponding to CTS No. 440/19, 440/19 part (1 to7) admeasuring about 304.60 sq. mtrs. and CTS. No. 440/20, 440/20 part (1 to 8) admeasuring about 637.10 sq. mtrs. to M/s. Nutan Shanti Priya Co-op. Hsg. Society Ltd. which is more particularly described in the Third Schedule hereunder written.

F. The said Deed of Conveyance dated 19th March, 1987 registered under No. BDR-1236 of 1987 was rectified by Deed of Rectification dated 9.12.2009 registered with the Sub-Registrar under No. BDR-9-11712 of 2009 with reference to the correction to one of the plots mentioned in the said deed of conveyance i.e. Plot No. 7, due to inadvertence, the Survey/Hissa No. of this plot was erroneously mentioned as "Survey No. 70A, Hissa No. 1-1 admeasuring about 565 sq. yards instead of Survey No. 65/1, Hissa No. 1 (New – 8¼) admeasuring 792 sq. yards.

G. In these circumstances the said Nutan Shanti Priya Co-op. Hsg. Society Ltd. was seized and possessed of several plots including plot of land bearing Plot No. 7S & 6S corresponding to CTS. No. 440/7, 440/7 part (1 to 23) admeasuring about 1617.20 sq. mtrs. and CTS. No. 440/6 admeasuring about 422.00 sq. mtrs. respectively and Plot No. 23S corresponding to CTS No. 440/19, 440/19 part (1 to 7) admeasuring about 304.60 sq. mtrs. and Plot no. 22S Corresponding to CTS. No. 440/20, 440/20 part (1 to 8) admeasuring about 637.10 sq. mtrs. along with structure standing thereon situate at Village Amboli, Taluka Andheri, Mumbai Suburban District which are more particularly described in the Second and Third Schedule hereunder written.

H. Meantime the said Nutan Shanti Priya Co-op. Hsg. Soc. Ltd. negotiated to sell the said property which are more particularly described in the Second and Third Schedules hereunder written to M/s. A. R. Amboli Developers (now known as A. R. Amboli Developers LLP), a Partnership firm having office at 702-708, Golden Chambers, Opp. Tanishq Showroom, Link Road, Andheri (W), Mumbai-400 053.

I. By Deed of Conveyance dated 28th June, 2013 registered under No. BDR-4/4825 of 2013 on 28.06.2013 the said Nutan Shanti Priya Co-op. Hsg. Society Ltd. sold, conveyed and transferred the property bearing Plot No. 7S & 6S corresponding to CTS. No. 440/7, 440/7 part (1 to 23) admeasuring about 1617.20 sq. mtrs. and CTS. No. 440/6 admeasuring about 422.00 sq. mtrs., **aggregating to** area admeasuring about 2039.20 sq. Mtrs. along with the structure standing thereon situate at Village Amboli, Taluka Andheri, Mumbai Suburban District, hereinafter referred to as the said property which is more particularly

described in the Second Schedule hereunder written to M/s. A. R. Amboli Developers now known as M/s. A. R. Amboli Developers LLP and also executed Irrevocable Power of Attorney dated 28.06.2013 registered under No. BDR-4/4826 of 2013 on 29.06.2013

J. By Deed of Conveyance dated 28th June, 2013 registered under No. BDR-1/6863 of 2013 on 29.06.2013 the Owner of the said property i.e. Nutan Shanti Priya Co-op. Hsg. Society Ltd. sold, conveyed and transferred the property bearing Plot No. 23S & 22S corresponding to CTS No. 440/19, 440/19 part (1 to 7) admeasuring about 304.60 sq. mtrs. and CTS. No. 440/20, 440/20 part (1 to 8) admeasuring about 637.10 sq. mtrs. having total area admeasuring about 941.70 sq. mtrs. along with the structure standing thereon situate at Village Amboli, Taluka Andheri, Mumbai Suburban District, hereinafter referred to as the said property which is more particularly described in the Third Schedule hereunder written to M/s. A. R. Amboli Developers (now known as A. R. Amboli Developers LLP) and also executed Irrevocable Power of Attorney dated 28.06.2013 registered under No. BDR-1/6864 of 2013 on 29.06.2013.

K. On plot of land bearing CTS. No. 440/7, 440/7 part (1 to 5), Village Amboli, Taluka Andheri, Mumbai Suburban District which is described in the Second Schedule hereunder written, Mr. Atmaram Balkrushna Kubal had constructed structures in a chawl known as “Kubal Chawl” and in the inquiry by the City Survey the name was recorded of the said Mr. Atmaram Balkrushna Kubal as Pattedar/structure holder with claim of tenancy as “Pattedar/Lessee” but no Lease Deed was produced as Title Deed under the provisions of Maharashtra Land Revenue Code.

L. The heirs of the said Mr. Atmaram Balkrushna Kubal and 12 others surrendered, released, transferred their rights, title and interest in respect of the said property which is more particularly described in the second schedule hereunder written in favour of A. R. Amboli Developers (now known as A. R. Amboli Developers LLP) by Deed of Surrender dated 01.07.2015 registered under No. BDR-15/5565 of 2015 on 01.07.2015.

M. One Smt. Jijabai Jotiba Randive had constructed 22 structures in a chawl known as “Randive Sadan” at plot of land bearing CTS. No. 440/19, 440/19 part 4, 440/20, 440/20 part (1 to 6), Village Amboli, Taluka Andheri, Mumbai Suburban District, hereinafter referred to as the said property which is more particularly described in the Third Schedule hereunder written and her name was recorded as Pattedar in property card.

N. The heirs of the said Smt. Godavari Jotiba Randive i.e. Mr. Laxman Jotiba Randive and Mrs. Vaishali Vasant Shirke alias Miss Vaishali Laxman Randive have surrendered, released, transferred their right, title and interest as pattedar in the said plot of land which is more particularly described in the Third schedule hereunder written in favour of M/s. A. R. Amboli Developers (now known as A. R. Amboli Developers LLP) by Deed of Surrender dated 1st July, 2015 registered under No. BDR-15/5558 of 2015 on 01.07.2015 and deleted the name of Godavari Laxman Randive. The City Survey Dept. have passed necessary mutation entries deleting the names of the encumbrances and recorded in the “other rights” from the property card registered.

O. M/s. A. R. Amboli Developers (now known as A. R. Amboli Developers LLP) are seized and possessed of the property bearing Plot No. 7S & 6S corresponding to CTS. No. 440/7, 440/7 part (1

to 23) admeasuring about 1617.20 sq. mtrs. and CTS. No. 440/6 admeasuring about 422.00 sq. mtrs. respectively, **aggregating to** area admeasuring about 2039.20 sq. mtrs. and property bearing Plot No. 23S & 22S corresponding to CTS No. 440/19, 440/19 part (1 to 7) admeasuring about 304.60 sq. mtrs. and CTS. No. 440/20, 440/20 part (1 to 8) admeasuring about 637.10 sq. mtrs. having total area admeasuring about 941.70 sq. mtrs. and along with the structure standing thereon situate at Village Amboli, Taluka Andheri, Mumbai Suburban District which are more particularly described in the Second and Third Schedule hereunder written.

P. The said M/s. A. R. Amboli Developers (now known as A. R. Amboli Developers LLP) also made an application for recording their name as a holder with the City Survey Office on 17th October, 2013 in respect of the said property which are more particularly described in the Second and Third Schedules hereunder written and the names have been already recorded in the property card on 19.12.2014.

Q. The occupiers of the said property which is more particularly described in the Second and Third Schedule hereunder written formed a society known as Om Sai-A Co-op. Hsg. Society (Prop.) and Om Sai-B Co-op. Hsg. Society (Prop.) for availing the benefit of redevelopment under the provisions of Maharashtra Slum Areas (I. C. & R.) Act, 1971 read with DC rule 33(10) and the said property is declared as slum pursuant to the Notification No. क्रमांक झोपूप्रा /जिअभूअ /कार्या-१/टे-एस/३क/ओम साई - अ/2014/2016 on 02.08.2014 for property which is described in the Second Schedule hereunder written and क्रमांक झोपूप्रा /जिअभूअ /कार्या-१/टे-एस/३क/ओम साई - ब/2014/2016 on 28.05.2014 for property which is more particularly described in

the Third Schedule hereunder written and same is registered subsequently as Om Sai (A) SRA Co-op. Hsg. Soc. Ltd. under No. MUM/SRA/HSG/ (TC)/12987 of 2019 and Om Sai (B) SRA Co-op. Hsg. Soc. Ltd. under No. MUM/SRA/HSG/ (TC)/12988 of 2019.

R. The occupiers consisting of 114 occupiers as per annexure II was issued on 12.04.2016 for Om Sai (B) SRA Co-op. Hsg. Soc. (prop.) and 20.04.2016 for Om Sai (A) SRA Co-op. Hsg. Soc. (prop) simultaneously supplementary Annexure II was issued on 19.04.2019 for both societies i.e. Om Sai (A) SRA Co-op. Hsg. Soc. (prop) and Om Sai (B) SRA Co-op. Hsg. Soc. (prop) by Dy. Collector (Enc) Andheri - 1. Out of 114 structures 82 of structures are protected and out of 82 eligible structures 79 are for residential, 3 for commercial purpose, 1 balwadi, 1 welfare centre, 1 Yuva Kendra, 1 Health Centre and 2 society offices.

S. The occupiers were protected who granted their consent for development of their structures to M/s. A. R. Amboli Developers (now known as A. R. Amboli Developers LLP) i.e. Owner/developers under D. C. Rule 33(10).

T. The said Owner/ developer submitted a scheme to the SRA **in respect of the property which is more particularly described in the Second and Third schedule hereunder written** and authority constituted under section 3(A) of Maharashtra Slum Areas (I. C. & R.) Act, 1971 who was pleased to sanction the scheme by issuing LOI bearing No. SRA/ENG/2841/KW/PL/LOI and SRA/ENG/2833/KW/PL/LOI on 24.01.2018 and simultaneously it was revised on 25.04.2019 and in the said LOI the area is mentioned 2980.90 sq. mtrs. and the entire property **which is more particularly described in the Second and Third Schedule hereunder written** was demarcated and surveyed **and**

the scheme was proposed of construction of Rehab and sale component building on the portion of the property which is more particularly described in the Second schedule hereunder written by accommodating all the slum dwellers of both the properties which is known as Scheme – 1 and also construction of sale component building composite on property described in the second schedule hereunder written and accordingly the plans were sanctioned for rehab composite building under IOA NO. SRA/ENG/K-W//PVT/00121/20150914/AP-R dated 03.05.2019 and Commencement Certificate is also issued on 22.05.2019 for composite building which will be constructed on the plot of land bearing No. 440/6 and 440/7, 440/7 part (1 to 23) which is for Om Sai (A) SRA CHS (Prop.) i.e. Scheme 1 and occupiers of plot of land bearing 440/19, 440/19 part (1 to 7) and 440/20, 440/20 part (1 to 8) i.e. Scheme 2 will be rehabilitated in the Rehab Wing of composite building and plan proposed to be sanction for Scheme 2 i.e. plot of land bearing 440/19, 440/19 part (1 to 7) and 440/20, 440/20 part (1 to 8) **and on the said property which is more particularly described in the Third schedule hereunder written known as Scheme No. 2 entire sale component area is proposed to be constructed. However presently no sale component plans have been sanctioned and the said sale component building will be commenced only after sanction of sale component plan and issuance of separate IOA in respect thereof and building which will be constructed which will be separate building and separate society would be formed of the flat Purchaser/s. The said portion though it is part of composite scheme is only referred in this agreement on which**

the proposed development and construction of the building will be commenced in due course of time.

U. Under the said scheme which is already sanctioned and would be modified, the developer is entitled for exploitation of the sale component area by constructing composite building on the said property which is more particularly described in the Second Schedule hereunder written i.e. Scheme 1 of the sale component area by selling the same to the prospective Purchaser/ss.

V. The abovementioned A. R. Amboli Developers a partnership firm convert into A. R. Amboli Developers LLP and same is registered pursuant to Section 58(1) of the LLP Act, 2008

W. Under the aforesaid circumstances the developer is entitled to construct the composite sale building on the above said property for the sale component and deal with and dispose of the premises available on ownership basis.

X. The Developers have entered into a Standard agreement with Architect Mrs. Sushama Deodhar of M/s. Deodhar Associates having address at HDIL, Kaledonia 504-B, B-Wing, Sahar Road, Opp. Vijay Nagar Society, Andheri (East), Mumbai-400 069 registered firm with Council of Architects and consultation with, appointed Mr. Ankush Mohile of M/S. Ankush Mohile & Associates having office at A-807, Fair Link Centre, Off. New Oshiwara Link Road, Andheri (West) Mumbai – 400 053 as R.C.C. consultant and as per the regulations of MCGM, whereby the Developers have appointed the said Architects and Structural Engineers for the purpose of preparation of structural design and drawings of the building "MK GABINO" consisting of Basement + Ground + Podium + 17 Upper habitable Floors to be constructed by the Owner/Developers on the said property and

Owner/Developers have accepted the supervision of the said Architects and structural Engineers till the completion of the proposed building on the said property.

Y. The Owner/Developer has registered the project under the provisions of the act with the Real Estate Regulatory Authority at _____ No _____ dated _____ authenticated copy is attached in Annexure "__"

Z. The Owner/Developers are entitled to develop the said property which is more particularly described in the Second Schedule hereunder written by constructing composite Building named "**MK GABINO**" thereon, pursuant to the said Agreement entered herein and are entitled and authorized to sell, transfer, alienate and dispose off on what is known as "Ownership basis" flat, offices, premises, shops etc. that may be available for disposal to prospective buyers.

AA. The Purchaser/s has also prior to the execution of these presents, taken inspection of the original title report dated 01.10.2016 issued by M/s. Sakhalkars Leimare, Advocates for the Owners/ Developers, a copy of which is hereto annexed and marked as **Annexure I** and all other title deeds pertaining to the said property including the property Card and all other relevant records required for ascertaining the title of the Owners /Developers of the said property which is more particularly described in the Second and Third Schedule hereunder written on which the building is to be constructed by the Owners/Developers as per the plans and specification sanctioned by the SRA recited hereinabove and the copy of the plans and specifications of the flat/shop agreed to be purchased by the Purchaser/s and approved by the local authorities.

BB. The Purchaser/s has taken inspection of the title deeds and satisfied himself / herself / themselves about the title of the Owners/Developers to the said property and the Purchaser/s shall not be entitled to further investigate the title of the Owners / Developers or to make any requisitions or raise any objection with regard to any other matters relating thereto.

CC. The Purchaser/s is aware and have inspected the papers that the Developers are constructing on said property a building consisting of Basement + Ground + Podium + 17 habitable Upper floors by utilizing entire F.S.I. available on the said plot, however, plans are initially sanctioned for Basement + Ground + Podium + 17 habitable Upper floors and Owners/developers will submit plans for such additional floors for necessary sanction if permissible and the Owners/Developers will construct additional floors for which Purchaser/s hereby irrevocably consent to the Owners/developers for carrying out such additional construction which is not disclosed in the sanctioned plan which is intended to be carried out by the developers in the proposed plan and the Purchaser/s shall not take any such objection for such additional construction as consent is given under Section 7 of Maharashtra Ownership Flats Act, 1963 and Purchaser/s have inspected all permissions, documents, Deeds is aware that the present building will be constructed under D.C. Rule 33(10) as per permissions issued by the SRA and Purchaser/s is satisfied about the same.

DD. the Owners/Developer has supplied to the Purchaser/s true copies of all such documents mentioned in Rule A of the Maharashtra Ownership Flats Rules of 1964, hereinafter called "the said Rules" as desired by the Purchaser/s.

EE. The Purchaser/s, prior to execution of this Agreement have demanded from the Developers & Developers have given inspection to the Purchaser/s of all documents of title relating to the said property which is more particularly described in the Second Schedule hereunder written and various orders as hereinabove recited, plans design and specifications as prepared by the Developers' Architect M/s. Deodhar Associates and as approved by the SRA and all such documents as specified in section 3 of Maharashtra Ownership Premises Act and Rules of Maharashtra Ownership Premises Rules (hereinafter for brevity's sake to be referred to as 'the said act' and as the 'said Rules') as demanded by the Purchaser/s and as required by law.

FF. The Owners/Developers are selling and the Purchaser/s is purchasing from the Developers the said tenements/ premises on what is known as "Ownership basis" with a view ultimately that the Purchaser/s of the Flat/Shops/office in the above referred building shall become members of the said Co-operative Housing Society and/or any other association that may be formed only by Developers.

GG. It has been agreed by and between the parties hereto, that if one or more of such flats/offices /premises /shops/ open, car parking spaces in Basement + Podium are not taken or acquired by any person then the Developers at the time when the building is ready for occupation, shall be deemed to be the Developer for the time being thereof until the said remaining premises units are sold or have been sold by the Owners/Developers to any person/s or part as the Developers may deem fit of proper. The Purchaser/s along with the other flat holders will not require the Developers to contribute a

proportionate share of the maintenance charges of the flat/premises/ shops /parking spaces etc. which are not sold and/or disposed off by the Developers.

HH. The Purchaser/s has agreed to acquire, purchase Flat/shops/ in the building to be known as " **MK GABINO**" Basement + Ground + Podium + 17 habitable Upper floors proposed to be constructed by the Developers on the said property which is more particularly described in the Second Schedule hereunder written (hereinafter, for the brevity's sake referred to as "the said premises") which is more particularly described in the fifth schedule hereunder written upon and subject to terms and conditions hereinafter provided.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. The Owners/Developers are entitled to amalgamate/sub divide the said property which is more particularly described in the Second and Third Schedule respectively hereunder written with any other property for the development purpose and the said amalgamation can be effected even after commencing the work on the said property which is more particularly described in the Second and Third Schedule respectively hereunder written and the Purchaser/s shall not take any objection for the said amalgamation and the development of the said additional plot (s) with the present property and he/she/they shall execute, writing, undertaking in favour of the Owner/Developers simultaneously and Developer is developing the aforesaid property under D. C. Rule 33(10) and in accordance with permissions

issued by Slum Rehabilitation Authority and as per the permission which would be issued subsequently.

2. The Owner/Developers shall under normal conditions construct the composite sale building on the said property which is more particularly described in the Second schedule hereunder written in accordance with the plan and designs and specifications already sanctioned under IOA No. K-W/PVT/00121/20150914/AP-R issued on 03.05.2019 and/or which will be approved by the SRA from time to time have been seen and approved by the Purchaser/s herein above including proposed development and the Purchaser/s has also agreed that the developers may make such variations & modifications therein as the Developers may consider necessary or as may be required to be done and/or considered proper by the Government, SRA or any other local body or authority in view of Clause No.1 hereinabove.

3. The Owner/Developer hereby declares that the floor space index available as on date in respect of the project land is **2969.55** square meters only and Owners/Developer has planned to utilize floor space index of _____ by availing of Additional FSI available under Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulation, which are applicable to the said project. The Owner/Developer has disclosed the floor space index of _____ as proposed to be utilized by him on the project land in the said project and Purchaser/s has agreed to purchase the said apartment based on the proposed construction and sale of apartments to be carried out by the Owner/Developer by utilizing the proposed FSI and on the

understanding that the declared proposed FSI shall belong to Owner/Developer only.

4. The Owner/ developer declares that a present building is constructed on the property described in the second schedule hereunder written composite of rehab and sale component as per LOI NO. SRA/ENG/2841/KW/PL/LOI & SRA/ENG/2833/KW/PL/LOI dated 25th April 2019 and IOA No. K-W/PVT/00121/20150914/AP-R dated 3rd May 2019 for which Commencement Certificate is issued on 22nd May 2019 for Composite Building and separate society of the rehab will be formed and also the flat Purchaser/s and the building of sale component known as Scheme No. 2 which will be constructed on the property described in the Third Schedule hereunder written in due course of time will be a separate building though the same is part of the entire scheme and separate society would be formed of that flat Purchaser/s and the Purchaser/s hereby declares that they have verified the documents in respect thereof and aware about the same and will not raise any claim and make any grievance in respect of the formation of the society and development and construction of the building on the property described in the Third Schedule hereunder written though the presently plans have not been sanctioned.

5. The Purchaser/s hereby agrees to purchase and the Owner/Developer hereby agree to sell to Purchaser/s Flat/Shop bearing No._____ admeasuring about ____ sq. ft. of Rera carpet area as shown in the floor plan thereof) hereto annexed and marked as **Annexure II** in the building known as "**MK GABINO**" to be constructed on the property described in the second schedule hereunder written (hereinafter referred to as "the

said premises") (with amenities and specifications as per Annexure annexed hereto and marked as **Annexure III**

5(a) The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs._____/-

5(b) The Purchaser/s has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____only) (not exceeding 5% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Owner/Developer the balance amount of Rs. _____/- (Rupees_____ only) in the following manner:-

i. Amount of Rs._____/- (Rupees_____ only) which is 4% of the total consideration) to be paid to the Owner/Developer on or before 30 days from date of booking.

ii. Amount of Rs._____/- (Rupees_____ only) which is 21% of the total consideration) to be paid to the Owner/Developer on or before 60 days from date of booking or execution of the Sale Agreement which is earlier.

iii. Amount of Rs._____/- (Rupees _____only) which is 15% of the total consideration to be paid to the Owner/Developer on completion of the Plinth of the building or wing in which the said apartment is located.

iv. Amount of Rs._____/- (Rupees _____only) which is 5% of the total consideration to be paid to the Owner/Developer on completion of the 1st slab of the building or wing in which the said apartment is located.

v. Amount of Rs._____/- (Rupees _____only) which is 2% of the total consideration to be paid to the Owner/Developer on completion of the 2nd slab of the building or wing in which the said apartment is located.

vi. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 3rd slab of the building or wing in which the said apartment is located.

vii. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 4th slab of the building or wing in which the said apartment is located.

viii. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 5th slab of the building or wing in which the said apartment is located.

ix. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 6th slab of the building or wing in which the said apartment is located.

x. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 7th slab of the building or wing in which the said apartment is located.

xi. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 8th slab of the building or wing in which the said apartment is located.

xii. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 9th slab of the building or wing in which the said apartment is located.

xiii. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 10th slab of the building or wing in which the said apartment is located.

xiv. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 11th slab of the building or wing in which the said apartment is located.

xv. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 12th slab of the building or wing in which the said apartment is located.

xvi. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 13th slab of the building or wing in which the said apartment is located.

xvii. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 14th slab of the building or wing in which the said apartment is located.

xvii. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 15th slab of the building or wing in which the said apartment is located.

xix. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 16th slab of the building or wing in which the said apartment is located.

xx. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 17th slab of the building or wing in which the said apartment is located.

xxi. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 18th slab of the building or wing in which the said apartment is located.

xxii. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 19th slab of the building or wing in which the said apartment is located.

xxiii. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 20th slab of the building or wing in which the said apartment is located.

xxiv. Amount of Rs._____/- (Rupees _____only) which is 7% of the total consideration) to be paid to the Owner/Developer on completion of the Masonry Work of the building or wing in which the said apartment is located.

xxv. Amount of Rs._____/- (Rupees _____only) which is 7% of the total consideration) to be paid to the Owner/Developer on completion of the Masonry Work of the building or wing in which the said apartment is located.

xxvi. Amount of Rs._____/- (Rupees _____only) which is 4% of the total consideration) to be paid to the Owner/Developer on completion of the Internal Plaster Work of the building or wing in which the said apartment is located.

xxviii. Amount of Rs._____/- (Rupees _____only) which is 4% of the total consideration) to be paid to the Owner/Developer on completion of the External Plaster Work of the building or wing in which the said apartment is located.

xxix. Amount of Rs._____/- (Rupees _____only) which is 4% of the total consideration) to be paid to the Owner/Developer on completion of the Flooring, Kitchen Platform, Dado of Toilets, Kitchen etc of the building or wing in which the said apartment is located.

xxx. Amount of Rs._____/- (Rupees _____only) which is 6% of the total consideration) to be paid to the Owner/Developer on completion of the Finishing items like, Painting, doors and window fixing, Electrical work, installation of elevators, plumbing and sanitary work including fixtures lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain etc. complete.

xxxi. Amount of Rs._____/- (Rupees _____only) which is 5% of the total consideration) to be paid to the Owner/Developer at the time of Possession of the Apartment to the Purchaser/s on or after receipt of occupancy certificate or completion certificate.

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5(c) The total price above excludes taxes (consisting of tax paid or payable by the Owner/Developer by way of value added tax, GST, service tax, and cess or any other similar taxes which

may be levied, in connection with the construction of and carrying out the project payable by the Owner/Developer) up to the date of handing over the possession of the [Apartment/Flat].

6. It is expressly agreed that the Purchaser/s shall be entitled to the limited common area except the Basement+ Stilt+ Podium with Parking Unit No. _____ in Basement + Stilt + Podium of the said building and the facilities along with the said premises and the extent, nature and description of such limited common areas and facilities and the percentage of undivided interest which the Purchaser/s will enjoy in the limited common areas and facilities appurtenant to the said premises agreed to be sold is set out in the Fifth Schedule hereunder written.

7. The Purchaser/s agrees to pay to the Owner/Developer interest at 18% per annum on all the amounts which become due and payable by the Purchaser/s to the Owner/Developer under the terms of this agreement from the date the said amount is payable by Purchaser/s to the Owner/Developers.

8. The Purchaser/s hereby agrees that the consideration does not include any other tax levied by any Authority i.e. GST or any other taxes if the same are charged, the Purchaser/s will pay the same as and when demanded by Developers, and if such taxes are demanded after taking possession then the Purchaser/s will pay the same and keep the Owner/Developers indemnified against any cause, consequences due to non-payment of such tax.

9. On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Owner/Developer under this Agreement (including his/her/their proportionate share of taxes levied by

concerned local authority and other outgoings (time is the essence of the contract and on the Purchaser/s committing breach of any of the terms and conditions herein contained). The Owner/Developer shall be entitled at their own option to terminate this Agreement, provided always that the power of termination herein before contained shall not be exercised by the Owner/Developer unless and until the Owner/Developer shall have given to the Purchaser/s a fifteen (15) days prior notice in writing of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser/s in remedying such breach of such notice. Provided further that upon the termination of Agreement as aforesaid, the Owner/Developer shall refund to the Purchaser/s the installments of the sale price of the premises which may till then have been paid by the Purchaser/s to the Owner/Developer and the Owner/Developer shall not pay the Purchaser/s any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount with the liberty to dispose off and sell the that premises to such other person and at such price as the Owner/Developer may in their absolute discretion think fit. The taxes paid by the Purchaser/s shall not be refunded.

10. If the Purchaser/s commits default in payment of any of the installments aforesaid on their respective due date (time being the essence of the contract) and if the default continues in spite of 15 days notice in writing to be sent by the Owner/Developer to the Purchaser/s, the Owner/Developer shall be at liberty to terminate this Agreement in which event, the said deposit paid by

the Purchaser/s to the Owner/Developer shall stand forfeited. The Owner/Developer shall however, on termination, refund to the Purchaser/s the installments of part payment, if any, which may have till then been paid by the Purchaser/s to the Owner/Developer, without any further amount by way of interest or otherwise. On the Owner/Developer terminating this agreement under this clause they shall be at liberty to sell and dispose off the said such premises to any other person as the Owner/Developer deem fit and at such price as the Owner/Developer may determine and the Purchaser/s shall not be entitled to question such sale or to claim any interest in the flat / shop or any amount from the Owner/Developer.

11. **Procedure for taking possession –** The Owner/Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the [Apartment/Flat], to the Purchaser/s in terms of this agreement to be taken within 3 (Three months from the date of issue of such notice and the Owner/Developer shall give possession of the [Apartment/Flat] to the Purchaser/s. The Owner/Developer agrees and undertakes to indemnity the Purchaser/s in the case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner/Developer. The Purchaser/s agree/s to pay the maintenances charges as determined by the Owner/Developer or association of Purchaser/s, as the case may be. The Owner/Developer on its behalf shall offer the possession to the Purchaser/s in writing within 7 days of receiving the occupancy certificate of the Project.

12. Failure of Purchaser/s to take Possession of [Apartment/Flat]: upon receiving a written intimation from the Owner/Developer as per clause 11 the Purchaser/s shall take possession of the [Apartment/Flat] from the Owner/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement, and the Owner/Developer shall give possession of the [Apartment/Flat] to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in clause 11 such Purchaser/s continue to be liable to pay maintenances charges as applicable.

13. The Owner/Developer shall give possession of the apartment to the Purchaser/s on or before 31st day of December 2023 if the Owner/Developer fails or neglects to give possession of the apartment to the Purchaser/s on account or reasons beyond his control and of his agents by the aforesaid date then the Owner/Developer shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the apartment with interest at the same rate as may mentioned in the clause 27 herein below from the date the Developer received the sum till the date the amounts and interest thereon is repaid.

14. Provided that the Owner/Developer shall be entitled to reasonable extension of time for giving delivery of apartment on the aforesaid date, if the completion of building in which the apartment is to be situated is delayed on account of-

i. non-availability/shortage of Steel, cement and/or other building material, water or electric supply;
ii. War, civil commotion strike, lockout or act of God such as earthquake, floods and/or any other natural

calamity and other cause beyond the control of the Owner/Developer.

iii. Any notice, court order, rule notification the Government and/or other public or competent authority, stalling/stopping/prohibiting construction.

15. The building of the sale component and the rehabilitation component is building having separate wings. The society of the rehabilitation building is already formed and registered and the society/or association of the unit Purchaser/s of the sale component will be the member of the said society. The Conveyance deed of the building would be separately executed in favour of the respective societies and the lease deed of the land would be executed in favour of both societies in accordance with the D. C. Rule 33(10). In case any such lease deed is not executed jointly then the sub lease of the portion of the land in respect of the respective building as per layout would be executed in favour of such society.

16. The Purchaser/s shall not be entitled to investigate the title of the Owner/Developer and no requisition or objection shall be raised in any manner whatsoever relating thereto. A certificate of title report issued by Advocate, a copy of the said title certificate is annexed hereto & marked as **Annexure 'V'**.

17. At the time of execution of this Agreement, the Purchaser/s shall pay the amount of stamp duty and registration charges, etc. payable in respect of this agreement and the Purchaser/s shall register with Sub Registrar of Assurances within 15 days of execution and inform the Owner/Developer of the Serial Number under which the same is lodged for registration with the date thereof by forwarding the

Photocopies of the receipt issued by the Sub-Registrar to enable the Owner/Developer to visit the office of the Sub Registrar of Assurances and to admit execution thereof. It is agreed that any amount of stamp duty or registration charges and other incidental expenses and any other duties and/or charges (if any) payable on this Agreement as well as on any Conveyance or Lease or Assignment or document or Transfer executed in respect of the said building or the said property or any part thereof shall be borne and paid by the Purchaser/s and other Purchaser/ss of the premises/flats/shops in the said building and their co-operative society, limited company or condominium of apartments alone and the Owner/Developer shall not be responsible or liable to bear and pay or share the same in that behalf.

18. It is agreed between the Owner/Developer and the Purchaser/s that commencing a week after the notice in writing is made by the Owner/Developer to the Purchaser/s that the premises is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. proportion to the floor area of the said premises) all outgoings in respect of the said property which is more particularly described in the Fourth Schedule hereunder written and the proposed building including local taxes, cesses, rates and other charges, betterment charges and all other rules by the local authority, Government, water charges, insurance charges, common lights, lift/pump repairs, salaries of clerks, bill collector's charges, security and sweeper, gardeners charges, maintenance charges and all other expenses necessary and incidental to the administration, management and maintenance of the said property

which is more particularly described in the Second and Third Schedule hereunder written and the said building and until the said property which is more particularly described in the Second and Third Schedule hereunder written are transferred to any co-operative society, limited company or condominium of apartments, as the case may be. The Purchaser/s shall pay to the Owner/Developer the proportionate share of outgoings as may be determined by the Owner/Developer. The Purchaser/s further agrees that till the Purchaser/s's share is so determined the Purchaser/s shall pay to the Owner/Developer, the provisional monthly contribution of Rs.10/- per sq. ft. Rera carpet towards such outgoings and taxes the amount so paid by the Purchaser/s to the promoters shall not carry any interest and remain with the Owner/Developer till a conveyance or Deed of Transfer or Lease Assignment is executed in favour of any society, limited company or condominium of apartments as the case may be, subject to the provisions of section 6 of the Maharashtra Ownership Flats Act 1963 on such Conveyance/Lease/Assignment being executed the aforesaid deposits (less deductions provided for in this agreement/shall be paid over by the Owner/Developer to the society or limited company or condominium of apartments as the case may be. The Purchaser/s undertakes to pay such provisional monthly contributions and such proportionate share of outgoings and charge regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever failing which interest @ 21% per annum shall be payable by the Purchaser/s on such outstanding amount. The

Owner/Developer shall also be entitled to increase or decrease the provisional monthly contribution payable by the Purchaser/s.

19. Upon the possession of the said premises being delivered to the Purchaser/s shall be entitled to use and occupy the said premises and he/she shall have no claim against the Owner/Developer in respect of any item of work in the said premises which may be alleged not to have been carried out or completed. The only liability of the Owner/Developer shall be the statutory liability under section 7 (2) of Maharashtra Ownership Flats Act.

20. The Purchaser/s shall take possession of the flat/shop within 3 months of the Owner/Developer giving written notice to the Purchaser/s intimating that the said premises are ready for use and occupation.

21. Commencing week after notice in writing is given by the Owner/Developer to Purchaser/s that the premises/flats/shop is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share. (i.e. proportion to the floor area of the flat/shop) of outgoing in respect of the said land and building namely local taxes, betterment charges or such other levies by the concerned local authorities and/or Government, water charges, insurances common lights repairs and salaries to clerks, bill collections, security, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and buildings until the society/Limited Company/any other Association is formed and the said land and buildings transferred to them the Purchaser/s shall pay to the Owner/Developer such proportionate share of outgoing as may be determined. The Purchaser/s further agree that till the

Purchaser/s's share is so determined, the Purchaser/s shall pay to the Owner/Developer provisional monthly contribution of Rs.10/- per sq. ft. of the carpet area towards the outgoings. The amounts so paid by the Purchaser/s to the Owner/Developer until the deed of conveyance is executed in favour of the society or the Limited Company as aforesaid. Subject to the provisions of the section 6 of the said Act, on such Deed of conveyance being executed, the aforesaid deposits less deduction provided for by this Agreement shall be paid over by the Owner/Developer to the society or the Limited Company as the case may be. The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. If within a period of one year from the date of handing over the flat / shop to the flat / shop Purchaser/s, the flat / shop Purchaser/s brings to the notice of the Owner/Developer any defect in the flat / shop or the building in which the flat / shop are situated or the material used therein or any unauthorized change in the construction of the said building/s, then whenever possible such defect or unauthorized changes shall be rectified by the Owner/Developer 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 Owner/Developer reasonable compensation for such defect or change.

22. The Purchaser/s agrees and shall be liable to pay from the date of receipt of the completion and/or occupation certificate as aforesaid the proportionate share as may be determined by the

Owner/Developer towards all the outgoings in respect of the said property which is more particularly described in the Second and Third Schedule hereunder written and the said building including insurance taxes, common lights, and alterations, salaries of the clerks, bill collectors, and incidental to the maintenance and upon the said society's property and the said building.

23. The Purchaser/s shall maintain at his/her/their own costs the premises/flats / shop agreed to be acquired by him/her in the same good tenable condition and state and order in which it is delivered to him/her and shall not do or 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 regulations of the Government, SRA and all other authorities and local bodies and shall attend to or answer and shall be reasonable for the compliance with the same.

24. If the building or any part thereof gets demolished and/or damaged on account of any act of God, such as enemy war or other causes beyond the control of the Owner/Developer, such losses incurred to the structures will be fully sustained by the Purchaser/s along with the other Purchasers, and the Owner/Developer shall not be responsible for such losses. The Purchaser/s shall have to make good the loss so sustained.

25. The Purchaser/s shall not let, sell transfer, assign mortgage, change in any way encumber or deal with dispose off or part with his/her/their interest, possession or benefit of this agreement in the said premises or assign sub-let or part with his/her/their interest under the benefit of this agreement or any part hereof until all the dues payable by

him/her to the Owner/Developer under this agreement are fully paid up and only if the Purchaser/s is not guilty of breach of non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s obtains prior written consent from the Owner/Developer. In the event of any such permitted transfer or assignment the Purchaser/s shall pay to the Owner/Developer and/or the said Co-operative Housing society a transfer fee before the Owner/Developer grant any such permission. Even after the formation of the society and transfer of the property to the society, the Bye-laws of the society shall provide that no member shall transfer, let out or encumber his/her/their premises/flats / shop or give it on leave and license basis or part with the possession of the same without the previous consent in writing of the society.

26. The Purchaser/s shall not be entitled to pay rebate and/or concession in the price of his/her/their premises/flats / shop on account of the construction of the additional floors on the said building or buildings and or on account of changes alterations and additions made in the plans and/or to the said building or buildings.

27. If for any reason the Owner/Developer are unable or fail to give possession of the said premises to the flat / shop holder within the date specified in clause (13) above or within any further date or dates as may be mutually agreed to by and between the parties hereto, then and in such case, the flat / shop holder shall be entitled to give notice to the Owner/Developer terminating the agreement to the flat / shop holder the aforesaid amount of deposit and the further amount if any, that may have been received by the Owner/Developer from the flat / shop

holder as installment in part payment in respect of the said premises as well as simple interest on such amounts at the rate of 9% per annum from the date of receipt till repayment. Neither party shall have any other claim against the other in respect of the said premises or arising out of this agreement and the Owner/Developer shall be at liberty to sell and dispose of the said premises to any other person at such price and upon such terms and conditions as the Owner/Developer may deem fit. If as a result of any legislative order or Regulation or direction of Government or Public authorities the Owner/Developer are unable to complete the aforesaid building and/or to give possession of the said premises to the flat / shop holder, the only responsibility and liability of the Owner/Developer will be to pay over to the flat / shop holder and the several other persons who have purchased or who may purchase hereafter the said premises and other portions in the said building the total amount (attributable to the said premises) that may be received by the Owner/Developer at the time and in the manner as may be received by the Owner/Developer pursuant to such legislation, and save as aforesaid neither party shall have any right or claim against the other under or in relation to this agreement or otherwise whatsoever.

28. The Purchaser/s shall not be entitled to claim a partition of his/her/their share in the said property which is more particularly described in the Second Schedule hereunder written and/or the said building and the same shall always remain undivided and impartable. It is declared that as per the scheme the building on the property described in the third schedule hereunder written would be constructed separately for sale component area

and the Purchaser shall not have any right title interest or claim in respect of the property though the same is part of the entire composite scheme and developed in the phased manner. It is declared that the building on the property described in the second schedule hereunder written and the composite building for sale and rehab and both building will be notionally subdivided at site having separate entrances, however common amenities as per the rules, regulations of the Planning Authorities would be shared and the society as per SRA rules of the rehab component is separately registered and the entire land described in the schedule hereunder written would be conveyed to the society of the flat purchasers and the portion of the land appurtenant occupied by the building of the rehab as notionally separated would be leased out to them and the rehab building would be transferred by the Deed of Transfer to the rehab society

29. The Purchaser/s along with other Purchasers of premises in the building shall join in forming and registering the society to be known as **MK Gabino Co-op. Housing Society Ltd.** or any other association 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 the formation and registration of the society and for becoming a member, including the bye-laws of the society and duly filled in. signed and returned to the Owner/Developer within 7 days of the same being forwarded by the owners of the flat/shop Purchaser/s so as to enable the owners to register the organization of the flat / shop Purchasers under section 10 of the Maharashtra ownership flats (Regulation of the promotion of construction sale, Management and Transfer) 1964. No objection shall be taken by the

Purchaser/s if any changes or modifications are made in the draft bye-laws as the case may be or any other Competent Authority.

30. Unless it is otherwise agreed to by and between the parties hereto the Owner/Developer shall, within four months of registration of the society, as aforesaid causes to be transferred to the society, all the right, and title and the interest of the original owner and/or the owners the said land described in Second Schedule together with the building/s by obtaining or executing the necessary Conveyance of the said land or to the extent as may be permitted by the authorities, and the said building in favour of such society, as the case may be such deed of conveyance shall be in keeping with the terms and provisions of this agreement as specified in Clause 28 hereinabove.

31. The Purchaser/s hereby agrees and undertakes to be a member of the Co-operative Premises Society Ltd. or any other association to be formed in the manner herein appearing and also agrees from time to time to sign and execute the application for registration and all other papers and documents necessary for the formation and registration of the society including the bye-laws of the proposed society and duly filled in, signed and return within 7 days (seven days) of the same being forwarded by the owners to the Purchaser/s if changes or modifications are made in co-operative societies or other competent authority.

32. The flat /shop Purchaser/s shall before the delivery of possession of the said premises keep deposited with the Owner/Developer the following amounts. Such amounts shall not carry any interest to be paid on the execution of this Agreement.

i. Rs.20000 – Non Refundable for legal charges.

ii. Rs.600/-Application entrance fee of the society or limited company.

iii. Rs.25000/- (non refundable) for proportionate share of incidental expenses, outgoings, and other charges.

iv. Rs.50000/- (non refundable) deposit of electricity and water connection.

v. Rs. _____/- for proportionate share of taxes, maintenance and other charges @ rate of Rs.10 Per Sft of Rera Carpet Area.

vi. Rs. _____/ Development Charges @ Rs.250/- Per Sft of Rera Carpet Area.

vii. Rs. _____/ Infrastructure Charges @ Rs. 300/- Per Sft of Rera Carpet Area

33. The Owner/Developer shall utilize the sum of Rs. 45,600/- paid by the Purchaser/s to the Owner/Developer as stated above in sub-clause (i) and (iii) for meeting all legal costs, and expenses including professional costs of the Attorney at Law/Advocates of the Owner/Developer in connection with formation of the said society or as the case may be, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the Conveyance.

34. The Purchaser/s himself/herself/themselves with intention to bring all persons in whosoever hands the premises may come, both hereby covenant with the Owner/Developer as follows:-

a) To maintain the premises at Purchaser/s's own cost in good and tenantable repair and condition from the

date of possession of the premises is taken and shall not do or suffer to be done anything in or to the building in which the premises is situated, staircase or any passage which may be against the rules, regulation or bye-laws of concerned local or any other authority or change/alter or make or make addition in or to the building in which the premises is situated and the premises itself or any part thereof.

b) Not to store in the premises any goods which are of hazardous combustible or dangerous nature or prohibited by law or are so heavy as to damage the construction or structure of the building in which the premises is situated, or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors may damage or likely to damage the staircase, common passages or any other structure of the building in which the flat / shop is situated, including entrances of the building in which the premises is situated or premises 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 at his own cost all internal repairs to the said premises and maintain the premises in the same condition, state and order in which it was delivered by the Owner/Developer to the Purchaser/s and shall not do or cause to be done anything in or to the

building in which the premises is situated or the premises which may be given the rules and regulations & bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

d) Not to demolish or cause to be demolished the premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the premises is situated and shall keep the portion, sewers, drains pipes in the premises and appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the building in which the premises is situated and shall not damage or in any manner damage the columns, beams, walls, slabs or RCC, or other structural members in the premises without the prior written permission of the Owner/Developer and/or the society or the Limited Company.

e) Not to do or permit to be done any act of thing which may render void or voidable any insurance of the said land and the building in which the

premises is situated 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 said premises in the compound or any portion of the said lands and the building in which the premises is situated.

g) Pay to the Owner/Developer within 7 days of demand by the Owner/Developer, his share of security deposit, by concerned local authority or Government for giving water, electricity or any other service connected to the building in which the premises is situated.

h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, are imposed by the concerned local authority and/or Government and/or other public authority, account of change of user of the flat / shop by the Purchaser/s, viz. user for any purposes other than for residential/commercial purpose.

i) The Purchaser/s shall have no claim save and except in respect of the premises hereby agreed to be acquired. All open spaces, lobbies, staircases etc. will remain the property of the Owner/Developer, until the whole property described in Second Schedule hereunder written is transferred to the proposed Co-operative Housing Society or an Incorporated Body as hereinafter

mentioned but subject to the rights of the Owner/Developer as mentioned herein.

j) The Purchaser/s shall not let, sub-let, transfer, assign or part with Purchaser/s's interest or benefit under this agreement or part with the possession of the premises until all the dues payable by the Purchaser/s to the Owner/Developer under this Agreement are fully paid up and only if the flat / shop Purchaser/s had not been guilty or breach of or non-conversance of any of the terms and conditions of this agreement and the Purchaser/s has intimated in writing to the Owner/Developer.

k) The Purchaser/s shall observe and perform all the rules, and regulations which the society or the limited company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the premises therein & for the observance & performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government other public bodies.

l) The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society/limited company regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards

the taxes, expenses and/or other out goings in accordance with the terms of this Agreement.

m) Till conveyance Deed / Lease Deed of building in which premises is situated is executed the Purchaser/s shall permit the Owner/Developer and their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said land and building or any part thereof to view and examine the state and condition thereof.

n) The right of the Purchaser/s is restricted to the premises agreed to be sold to him by the Owner/Developer as per the plans annexed hereto and the Purchaser/s shall not be entitled to claim any right to any open space or passage, staircase or any other area in the proposed building "**MK GABINO**" or any other space surrounding the said building in any manner whatsoever.

o) Neither the Purchaser/s nor any body/corporation or any co-operative society, limited company, of apartments, shall be entitled to demand or levy any amount more than Rs.___/- per month as in respect of the said terrace/open spaces/projections of all floor levels/ terraces or any other terraces on any floors, which exclusively may be or are retained by the promoters or their nominee/s and neither the Purchaser/s nor any co-operative society, limited company or condominium of apartments of Purchaser/s of premises/flats / shop in the said building "**MK**

GABINO" shall be entitled to claim the said terrace/projections at any floor levels, including the terrace above the amenities area, or common property of such body or association at any time hereinafter appearing in manner whatsoever.

p) The Owner/Developer have informed the Purchaser/s that they intend to develop the said property which is more particularly referred to in the Second schedule hereunder written, in a phased programme. The Purchaser/s hereby gives his express consent for the said phased development of the said property which is more particularly described in the Second Schedule hereunder written and agrees and undertakes, not to complain for any inconvenience or loss that may be caused to him/her/them by virtue of the Owner/Developer developing the said property which is more particularly referred to in the Second and Third Schedule hereunder written, in a phased manner.

q) The Purchaser/s shall not at any time cause or permit any public or private nuisance in or upon the said flat / shop, building, the said property which is more particularly described in the Second Schedule hereunder written and/or the said larger property or part thereof or do anything which shall cause any annoyance, inconvenience, suffering, hardship or disturbance to the Owner/Developer or to the occupants of the neighboring properties.

35. REPRESENTATIONS AND WARRANTIES OF THE OWNER/DEVELOPER

a. The Owner/Developer hereby represents and warrants to the Purchaser/s as Follows:

i. The Owner/Developer has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project;

ii. The Owner/Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the project except those disclosed in the title report;

iv. There are no litigations pending before any court of law with respect to the project land or project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the project , project land said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project land said building/wing shall be obtained by following due process of law and the Owner/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in

relation to the project, project land, building/wing and common areas;

vi. The Owner/Developer has the right to enter into this agreement and has not committed or omitted to perform any act or things, whereby the right, title and interest of the Purchaser/s created herein may prejudicially be affected;

vii. The Owner/Developer has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the project land including the project and the said [Apartment/Flat] which will, in any manner, affect the rights of Purchaser/s under this agreement;

viii. The Owner/Developer confirms that the Owner/Developer is not restricted in any manner whatsoever from selling the said [Apartment/Flat] to the Purchaser/s in the manner contemplated in this agreement;

36. OWNER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

i) After the Owner/Developer executes this agreement he shall not mortgage or create a charge on the *[Apartment/Flat] if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such [Apartment/Flat].

37. BINDING EFFECT

Forwarding this agreement to the Purchaser/s by the Owner/Developer does not create a binding obligation on the part of the Owner/Developer or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this agreement with all schedules along with the payments due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Owner/Developer, if the Purchaser/s fails to execute and deliver to the Owner/Developer this agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the sub-registrar for its registration as and when intimated by the Owner/Developer, then the Owner/Developer shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

38. ENTIRE AGREEMENT

This agreement, along with its schedules and Annexures, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the he parties in regard to the said apartment/plot/building, as the case may be.

39. RIGHT TO AMEND

This agreement may only be amended through written consent of the parties.

40. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S SUBSEQUENT PURCHASER/S

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the [Apartment/Flat], in case of a transfer as the said obligations go along with the [Apartment/Flat] for all intents and purposes.

41. SEVERABILTY

If any provision of this agreement shall be determined to be void or unenforceable under the act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this agreement and to the extent necessary to conform to act or the rules and regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this agreement shall remain valid and enforceable as applicable at the time of execution of this agreement.

42. METHOD OF CALCULATION OF PROPORATIONATE SHARE WHEREVER REFFERD TO IN THE AGREEMENT.

Wherever in this agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s/s in project, the same shall be in proportion to the carpet area of the [Apartment/Flat] to the total carpet area of all the [Apartment/Flat] in the project.

43. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other action, in additions to the instruments and action specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

44. PLACE OR EXECUTION

The execution of this agreement shall be complete only upon its execution by the Owner/Developer through its authorized signatory at the Owner/Developer's Office, or at some other place, which may be mutually agreed between the Owner/Developer and the Purchaser/s in _____ after the agreement is duly executed by the Purchaser/s and the Owner/Developer or simultaneously with the execution the said agreement the said agreement shall be registered at the office of the sub-registrar, Hence this agreement shall be deemed to have been executed at Mumbai .

45. Sums received by the Owner/Developer, deposit, sum received on account of the share capital for the promotion of the co-operative society or towards the outgoings, legal charges and shall be utilized only for the purpose for which they have been received.

46. The Purchaser/s hereby expressly consents to the Owner/Developer re-designing building or passages and such other area or areas which the Owner/Developer may desire to realign and re-design and the Purchaser/s confirms that the Owner/Developer will be entitled to utilize any F.S.I. available on

the said property which is more particularly described in the Second and Third Schedule hereunder written or any part thereof or any adjoining other property or properties as the case may be and until the entire F.S.I. available on the said property and any other adjoining or other properties is duly utilized by the Owner/Developer and until all the flats, shops, garages, basement, stilt, podium, parking space, spaces and other tenements in the building are sold, the Owner/Developer shall not till then be bound and shall not be called upon or required to form any co-operative society, limited company or condominium of apartments, as the case may be and the Purchaser/s agrees and irrevocably consents not to have any demand or dispute or objection in that behalf.

47. All costs, charges and expenses in connection with the formation of the co-operative society or limited company/s or other incorporated body or association as well as the costs of preparing, engrossing, stamping and registering all the agreements, deeds of assignment or any other document or documents required to be executed by the Owner/Developer and by the Purchaser/s including stamp duty, registration charges, etc. payable in respect of the such documents, as well as the entire professional costs of the attorneys of the Owner/Developer for preparing and approving all such documents shall be borne and paid by the Purchaser/s and the society/s or limited company/s or an incorporated body/s or association as aforesaid and/or proportionately by all the holders of the flats / shop etc. in the said new building. The Owner/Developer shall not be liable to contribute anything towards such expenses.

48. The Purchaser/s shall bear and pay to the Owner/Developer the flat / shop Purchaser/s's share of stamp duty and registration charges payable, if any, by the said society or limited company on the conveyance or any document or instrument of transfer in respect of the said property which is more particularly described in the Second and Third Schedule hereunder written and the building to be executed in favour of the society or limited company.

49. It is agreed, confirmed and covenanted by and between the parties hereto that the Owner/Developer shall have full right and absolute authority and shall be entitled to at any time hereafter, change, alter and amend the said layout and plans and/or get the said property which is more particularly described in the Second and Third Schedule hereunder written sub divided into small portions or parts or amalgamate the same with any other property or properties and the flat / shop Purchaser/ss shall not have any objection in this regard.

50. The Owner/Developer shall sell all flats/shops/garages/car parking, basement, open/stilt spaces, podium and all other premises/flats/shop intended to be constructed on the said property which is more particularly described in the Second and Third Schedule hereunder written with a view ultimately that the Purchaser/s of all the flats/shops/car parking, basement, open/stilt spaces, podium in the said new building shall be admitted to such co-operative premises society, limited company or condominium of apartments or any other body corporate of all such prospective Purchaser/s(s) of premises (hereinafter referred to as "the said organization") and upon the Purchaser/s of all the

premises/flats/shop in such building paying in full their respective dues payable by them to the Owner/Developer and complying with the terms and conditions of their respective agreements with the Owner/Developer and the Owner/Developer shall convey or lease, transfer or cause to be conveyed or leased the said property which is more particularly described in the Second Schedule hereunder written in favour of the said organization of various premises Purchaser/s, in the manner mentioned in this Agreement.

51. It is agreed that the Owner/Developer shall be entitled, without affecting the rights of the Purchaser/s in respect of the said flat/ shop, to revise the building plans in respect of the said building and to utilize the total and additional F.S.I. and available in respect of the said property which is more particularly described in the second and third Schedule hereunder written or any other property as the Owner/Developer may desire and the Purchaser/s hereby irrevocably consents to the right of the Owner/Developer to revise and modify the building plan in respect of the said building from time to time.

52. The Purchaser/s hereby agrees that even after the society is formed they shall not charge maintenance charges for the unsold flats/shops/garages/parking spaces/in stilt, basement, podium open spaces etc. to the Owner/Developer.

53. 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 or any kind whatsoever or any part thereof. Such conferment of rights or title shall take place only upon the execution of the conveyance in favour of co-operative society to be formed of the

Purchaser/ss of different premises etc. in the said building herein stated. The Purchaser/s shall have no claim save and except in respect of the premises thereby agreed to be sold to him and all open parking spaces, parking spaces in stilt, basement, podium, lobbies, staircase, recreation space, etc. will remain the property of the Owner/Developer and/or until the said land and building is transferred to the society as hereinbefore mentioned.

54. Any delay tolerated or indulgence shown by the Owner/Developer in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser/s by the Owner/Developer 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 right of the Owner/Developer.

55. The Purchaser/s hereby agrees to observe and perform all the rules and regulations which the said society or a limited company or incorporated body may adopt at its and/or from time to time for the purpose of protection and maintenance of the interest of its members and for observing and confirming the Owner/Developer in force and for fully and properly vesting the said society or a limited company or incorporated body as the case may be and for observing the various stipulations and conditions laid down the said society respecting the use and occupation of the particular premises particular members and to contribute regularly and punctually towards the expenses to be incurred for maintenance and up keep charges.

56. The Purchaser/s shall also deposit such other sums as deposit with the Owner/Developer as may be called upon by the Owner/Developer. The deposits shall not carry interest and will remain with the Owner/Developer until the Deed of Conveyance Lease Deed from Land Owning Authority is executed in favour the corporate Body as aforesaid as the case may be after deducting therefrom the actual expenses incurred on account whereof shall be submitted by the Owner/Developer to the Corporate Body.

57. In addition to the aforesaid payments, the Purchaser/s shall deposit with the Owner/Developer within seven days from the date of demand made the proportionate amount of stamp duty and registration charges, if any, that would be needed for execution of Deed of Conveyance from land owning Authority and all other documents in favour of Co-operative Housing Society or a corporate body as mentioned herein. It is agreed that unless and until all the Purchaser/s of various premises/flats/shop in the said building/s pay the proportionate amount of stamp duty and registration charges if any, the Owner/Developer shall not be obliged to execute or cause to be executed the final deed of conveyance and all other documents in favour of the Co-operative Housing society or Body corporate as mentioned herein.

58. The Purchaser/s shall permit the Owner/Developer and their surveyors and agents with or without workmen and others at all reasonable time till transfer of the building in favour of the society to enter into and upon the premises/flats/shop or any part thereof for the purpose or repairing maintaining or to make additions, alterations, raise storeys or put up

additional structures as may be permitted by MCGM/SRA and other competent authorities such additional structures and storeys shall be sole property of the Owner/Developer who shall be entitled to dispose the said flats/shop at such price and in any manner as they choose and the Purchaser/s hereby consents to the same.

59. Under no circumstances, the possession of the premises/ flats/shop to be given by the Owner/Developer to the Purchaser/s unless and until all payments required to be made under this agreement by the Purchaser/s has/have been made to the Owner/Developer.

60. The Owner/Developer shall be entitled to a lien and charge on the said premises in respect of any amount due and payable by the Purchaser/s under or in pursuance of this agreement.

61. The fixtures, fittings and amenities which would be provided in the said building and in the said premises and the material to be used in the construction of the said building and the specifications of the said building are those as set out in the Exhibit III hereto annexed and the Purchaser/s has/have satisfied herself/himself about the design of the said building and the quality of the material to be used therein.

62. All the documents for the formation of a co-operative premises Society, the Conveyance Deed/ Lease Deed of the said property and any other documents required to be executed shall be prepared by the Advocates of the Owner/Developer. The professional costs of the Advocate of the Owner/Developer also all out of pocket expenses including stamp duty registration charges as also the costs, charges and expenses for the incorporation

and/or registration of such co-operative society shall be borne and paid by the Purchaser/s who may have agreed to take or acquire premises/flats/shop in the said building proportionately and or by the society. The owners in the first instance pay the aforesaid costs, charges, and expenses out of the amount already deposited by the Purchaser/s in terms of clause above and in the event of such costs, charges, and expenses being in excess of the same by the Purchaser/s in that behalf pay the excess. The Purchaser/s/s shall also pay the deposit to be made with the Electricity Supply Company (Adani/Tata Power) and/or any of the license under Indian Electricity Act, 1910 for electric meter to be installed in the premises.

63. In the event of the society being formed and registered before the sale and disposal by the Owner/Developer of the premises/flats/shop in the said building the power and authority of the society so formed or of the Purchaser/s of the premises/flats/shop shall be subject to the overall or any of the matters concerning the said building the construction and completion thereof and all amenities pertaining to the same and in particular the Owner/Developer shall have absolute and full control as regarding the unsold premises/flats/shop/parking spaces under stilt / open parking spaces, basement, podium and the disposal thereof both before and after the execution of conveyance deed / Lease Deed in favour of society.

64. As soon as the building is notified by the Owner/Developer as completed and ready for use and occupation each of the holders of premises/flats/shop including the Purchaser/s herein shall pay the entire respective arrears of purchase price or otherwise payable by her/him in respect of

his/her/their/ their tenement within 7 days of the receipt of such notice, time is the essence of the contract in this regard served individually or put at some prominent place in the said building. If any of the premises/flat/shop holder fails to pay the arrears as aforesaid, the builders shall be entitled forthwith to terminate these presents and to forfeit all such money paid by the Purchaser/s to the Owner/Developer till then. On such termination the Purchaser/s right under this and to the said premises/flats/shop shall stand forfeited and the Owner/Developer shall be entitled to sell the premises/flats/shop to such person on such terms and conditions as the Owner/Developer may deem fit, proper and the Purchaser/s shall have no objection for the same nor shall he/she have any claim whatsoever to the price realised on such sale.

65. The Purchaser/s shall have no claim save and except in respect of the particular premises agreed to be sold hereunder, and all other areas including terraces, passages, common areas except the stilt with Parking Unit No. _____ in stilt, basement, podium of the said building, plot, other walls, etc. will remain the property of the Owner/Developer or persons claiming through them, even after the whole of the said property which is more particularly described in the Second and Third Schedule hereunder written is transferred to the Co-operative Society or Limited Company or condominium of Apartments as herein provided subject to the rights of the Owner/Developer as contained in this agreement.

66. Provided it does not in any way affect or prejudice the right of the premises holder in respect of the said premises/flats/shop, the Owner/Developer shall be at liberty to

sell, assign, transfer or otherwise deal with their right, title and in the land and/or the building to be constructed therein.

67. It is agreed that the Owner/Developer shall be entitled without affecting the rights of the Purchaser/s to the said premises including the area thereof to revise or amend the building plans in respect of the said building and to utilize the total F.S.I. and the transfer of development right certificate as they may desire and the Purchaser/s hereby irrevocably covenants and give no objection to the right of the Owner/Developer to revise and modify the building plans in respect of the said property which is more particularly described in the Second Schedule hereunder written from time to time and make use of additional options F.S.I. benefits, including DRC/TDR certificates in the said property which is more particularly described in the Second and Third Schedule hereunder written.

68. That the society shall always be known as "**MK GABINO**" and the name of the Co-operative Society or Limited Company or Condominium of Apartments to be formed shall bear the said name and this name shall not be changed without the written permission of the Owner/Developer.

69. That all notices to be served on the Purchaser/s and the Owner/Developer as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Owner/Developer by Registered Post A.D and notified Email Id/under certificate of posting at their respective addresses specified below:

Name of Purchaser/s _____

Purchaser/s's Address; _____

Notified Email Id _____

Name Owner/Developer M/s. A R AMBOLI DEVELOPERS LLP.

Owner/Developer Address; 701 & 707, Plot No. B-54, Golden Chambers Premises CHS Ltd, Andheri Link Road, Andheri (West), Opp. Fame Adlabs/ Tanishq Showroom, Mumbai City, Mumbai-400 053

Notified Email Id mkshelters@gmail.com

70. It shall be the duty of the Purchaser/s and the Owner/Developer to inform each other of any change in address subsequent to the execution of this agreement in the above address be Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Owner/Developer or the Purchaser/s, as the case may be.

71. If the Purchaser/s neglects, omits or fails for any reason whatsoever to pay the Owner/Developer any of the amount due and payable by the Purchaser/s under the terms and conditions of this agreement (whether before or after the delivery of possession) within the time herein specified or if the Purchaser/s shall in any other way fails to perform or observe any of the covenants and conditions on his/her/their/their part herein contained or referred to the Owner/Developer be entitled to terminate this agreement and to re-enter upon and regain possession of the said premises/flats/shop and everything whatsoever therein and this agreement shall cease and stand terminated and the earnest money paid by the Purchaser/s to the Owner/Developer and the Purchaser/s shall have no claim for refund or repayment of the said earnest money and the

Purchaser/s hereby agrees to the forfeiture of all his/her/their right, title and interest under this agreement and in the said premises/ flats / shop in such event the Purchaser/s shall also be liable to immediate ejectment as trespasser but the right given by the clause to the Owner/Developer shall be without prejudice to any of their right remedies and claim whatsoever at law or under this agreement of the Owner/Developer against the Purchaser/s.

72. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the MAHARERA Authority as per the per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

73. The Owner/Developer may enter into separate agreement with several other persons and parties for sale of shops/flats/ and other premises in the said building "**MK GABINO**"

74. In case any security deposit is demanded by the M.C.G.M./ SRA for the purpose of giving water connection to the said building or for giving the occupation and completion certificate or otherwise, such deposit shall be payable by all the holders of premises/flats/shop commercial and/or office premises and/or other in the building in proportion to the respective area of the respective premises. The Purchaser/s agree to pay to the Owner/Developer within seven (7) days of demand, time being the essence of the contract, such proportionate share of the Purchaser/s of such deposit.

75. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace premises/flats/shop in the said building if any,

shall belong exclusively to the respective Purchaser/s of the terrace premises/flats/shop & such terrace premises are intended for their exclusive use. The said terrace shall not be enclosed by the Purchaser/s till permission in writing is obtained from the local authority and the Owner/Developer and/or owners or society or as the case may be. It is agreed that the basement+ stilt+ podium of the building is the common area and the basement + stilt + podium will be belonging to the respective allottees of the parking.

76. The Purchaser/s shall present this agreement at his/her/their/their cost to the proper registration office for registration within the time limit prescribed by the Registration Act, and the Owner/Developer will attend such office and execution thereof.

77. It is specifically agreed between the parties that the Owner/Developer are constructing the building which is for rehabilitation area and sale area having different building and are entitled to utilize the unconsumed F.S.I. available for the sale component area by extension vertically or horizontally and Purchaser/s herein irrevocably consent to the Owner/Developer for construction of the same.

78. It is further agreed that separate society of sale component area will be formed of the society and rehabilitation is formed and registered the Conveyance Deed/ Lease Deed of the land and building to the sale component area will be executed in favour of the society to be formed of the sale component area.

79. It is further agreed that the Owner/Developer are entitled to construct the flat/shop on the sale component area having adjoining terrace and such terrace would form part of the adjoining

flat/shop holder to whom it will be sold by the Owner/Developer. The said flat/shop Purchaser/s has no right over such terrace and such terrace would always belong to the adjoining flat/shop Purchaser/s to whom it is sold by the Owner/Developer.

80. It is specifically agreed between the parties that the Owner/Developer shall also have exclusive right over the terrace or any portion of the said building before sale for using the same for hoarding, installation of dish antenna, receiving station for communication networking and shall be entitled to be receive the compensation of lease rent and flat/shop Purchaser/s shall have no objection or claim over such portion or the rent. However at the time of the execution of the transfer deed and conveyance of the building of the said land a covenant would be provided in such lease deed reserving the right of the Owner/Developer to avail such facility and the income of such portion would be treated as leased out to the builder in such eventuality on nominal lease rent of Re. 1/- per annum.

81. All COSTS AND CHARGES AND EXPENSES in connection with the formation of the co-operative Housing Society or Limited company as well as the cost of preparing, engrossing, stamping, registering all the agreements including present, conveyance, transfer deeds or any other document/s required to be executed by the Owner/Developer or the Purchaser/s or the society as well as the entire professional cost of the Advocates of the Owner/Developer of preparing and approving all such documents shall be borne by the society or limited company or proportionately by all the Purchaser/s of premises/flats/shop on the building. The Owner/Developer shall not be liable to contribute anything towards such costs, charges and expenses

payable by the Purchaser/s and if shall be paid by him/her immediately on demand.

82. It is provided that the property which is described in the second schedule hereunder written to be transferred in favour of proposed society on which freehold sale component is constructed is substantially a private property.

83. The Owner/Developer declare that in pursuance of the hereinbefore recited agreement, the Owner/Developer have full and absolute authority to sell, transfer and/or dispose of the said flat to the Purchaser/s and that the owners/Developers do hereby agree and confirm the same.

84. This agreement is executed for sale of flat and premises in the building being constructed under D. C. Rule 33(10) and which is subject to the provision of permissions of the Slum Rehabilitation Authority.

85. This agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flat Act 1963 and the Maharashtra Ownership Flat Rules and Real Estate (Regulation and Development) Act, 2016 or any amendment or re-enactment thereof for the time being in force or any other provisions of law applicable thereto.

:THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THE PIECES AND PARCEL OF LAND bearing Survey No. 64/5, 64/6, 64/7, 64/8, 64/10, 64/14, 65A/1-8, 65A/1-9, 70A/1-1, 70A/1-2, 70A/1-3, 70A/1-4, 70A/1-5, 71/2, 71/3, 71/4, 72/2, 73/3, 73/7, 73/8, 73/10, 74A/1 (Hissa No. 1), 74/A/1A, (Hissa

No. 2, 3 and 5) and corresponding to CTS 449, 453, 457 (part), 458, 460, 461 (part), 462, 463 (part), 474, 475, 476, 477 (part), 538 (part), 544, 468 (part), 469 (part), 470 (part), 471, 472, 473, 612, 618 (part), 623, 455 and 616 total admeasuring 22956.60 sq. yds. equivalent to 19,194 sq. mtrs. situate at Village Amboli, Taluka Andheri, Mumbai Suburban District.

: SECOND SCHEDULE OF PROPERTY ABOVE REFERRED TO:

ALL THE PIECES AND PARCEL OF LAND bearing Plot No. 7S & 6S corresponding to CTS. No. 440/7, 440/7 part (1 to 23) admeasuring about 1617.20 sq. mtrs. and CTS. No.440/6 admeasuring about 422.00 sq. mtrs. respectively having total area admeasuring about 2039.20 sq. mtrs. Along with structure standing thereon situate at Village Amboli, Taluka Andheri, Mumbai Suburban District.

: THIRD SCHEDULE OF PROPERTY ABOVE REFERRED TO:

ALL THE PIECES AND PARCEL OF LAND bearing Plot No. 23S & 22S corresponding to CTS. No. 440/19, 440/19 part (1 to 7) admeasuring about 304.60 sq. mtrs. and CTS. No. 440/20, 440/20 part (1 to 8) admeasuring about 637.10 sq. mtrs. respectively having total area admeasuring about 941.70 sq. mtrs. Along with structure standing thereon situate at Village Amboli, Taluka Andheri, Mumbai Suburban District.

FOURTH SCHEDULE OF ABOVE PROPERTY REFERRED TO:

Flat bearing no. _____, _____ wing, admeasuring about _____ sq. ft. carpet area / built up area in the building known as "**MK GABINO**"

which would be constructed on the said property which is described in the second schedule hereinabove written.

SIGNED SEALED AND DELIVERED)
by the within named Owner/Developer)
M/S. A. R. AMBOLI DEVELOPERS LLP)
Through its authorised partner)
(1) MR. MAHAFUZ KHAAN)
in the presence of.)

1.

2.

SIGNED SEALED AND DELIVERED)
by the within named Purchaser/s)
Shri/Smt. /M/s. _____)
in the presence of)
1.

RECEIPT

RECEIVED at and from the within named)
party of the Second Part i.e. the Purchaser/s)
a sum of Rs._____/- (Rupees _____)
only) being earnest money /Booking amount)
and a further sum of Rs._____/-)
(Rupees _____ only)
being part/full consideration to be)
paid by him/her/them to us as mentioned)
Rs. _____/-

WE SAY RECEIVED

OWNER/DEVELOPERS

WITNESS:

1.

2.

==========

MUMBAI DATED____ _____, 20

==========

BETWEEN

M/S. A. R. AMBOLI DEVELOPERS LLP
.. DEVELOPERS

AND

MR/MRS/M/s._____

..

PURCHASER/S

==========

AGREEMENT FOR SALE OF FLAT/SHOP/ GARAGE/BASEMENT/STILT/PODIUM/ PREMISES NO._____ RESPECT OF PLOT OF LAND BEARING CTS. NO. 440/7, 440/7 PART (1 TO 23) ADMEASURING ABOUT 1617.20 SQ. MTRS. AND CTS. NO.440/6 ADMEASURING ABOUT 422.00 SQ. MTRS. RESPECTIVELY HAVING TOTAL AREA ADMEASURING ABOUT 2039.20 SQ. MTRS.

==========

SAKHALKARS LEIMARE
ADVOCATES
112/B, Urmila CHS Ltd.
Koldongri Road No. 1,
Andheri (East),
Mumbai-400 069