AGREEMENT FOR SALE

THIS **AGREEMENT** made at Mumbai this _____ day of _____, **2023** between **INTEGRATED SPACES LIMITED (PAN : AACCI0434M)**, a company incorporated under Chapter IX of the Companies Act, 1956 (formerly known as M/s. Shah Construction Company, a Partnership Firm) having it's registered office at D Wing, Karma Sankalp, Corner of 6th & 7th Road of Rajawadi, Ghatkopar (East), Mumbai - 400077, hereinafter referred to as the **"DEVELOPER"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include it's successors and assigns) of the First Part and **ANDHERI VILE PARLE PUNJABI CO-OPERATIVE HOUSING SOCIETY LTD.**, a society registered under the provisions of Bombay Co-operative Societies Act, 1925 (Bom.VII of 1925) under No.B 3127 of 1961 and deemed to be registered under Maharashtra Co-operative Societies Act, 1961 and having it's registered office at 92, J.P.Road, Opp. Dena Bank, Andheri (West), Mumbai - 400 058, hereinafter referred to as the **"SOCIETY"** (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns) of the Second Part and **SHRI/SMT/M/S.**_____ _____ _____ of _____ **(PAN** _____**)** Indian Inhabitant/s /a firm registered under the Indian Partnership Act, 1932 / a company registered under the Companies Act, 1956 having his/her/their address/office at_____ _____ hereinafter referred to as the **'FLAT PURCHASER'** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her heirs, executors, administrators and permitted assigns/their respective heirs, executors, administrators and permitted assigns/the partners for the time being of the said firm, their survivors or survivor and the heirs, executors and administrators of such last survivor/it's successors and assigns) of the Other Part.

W H E R E A S :

a) The Society is the owners of, seized and possessed of or otherwise well and sufficiently entitle to the plot of land bearing **C.T.S. No. 638/1** forming part of **S.No.105 A H.No.11/1(P) and 11/2(P)** admeasuring **3078.50 Sq.mtrs**. as per Property Register Card together with two buildings and structures standing thereon situated, lying and being at J.P. Road, Opp. Dena Bank, Andheri (West), Mumbai - 400 058, in the revenue Village: **Ambivali**, Taluka: Andheri in the District and Registration District and Sub-District of Mumbai City and Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai and more particularly described in the **First Schedule** hereunder written and delineated on the plan hereto annexed and marked as **Annexure : A** and thereon shown surrounded by **Red Colour** boundary line and hereinafter referred to as the '**said Property'**.

b) There are **36** Residential premises and **1** Commercial premise admeasuring **23,998.15** sq.ft carpet area as per Society's Record in the two buildings standing on the said Property which are in use occupation and possession of **36 Members** of the Society as more particularly specified in the **Annexure : B** annexed hereto beside there are **6 shops** admeasuring **1,141.00** Sq.ft carpet area as per Society Record on the ground floor of the building facing J.P.Road which are in use, occupation and possession of **6 tenants** of the Society as more particularly specified in the **Annexure : B-I** annexed hereto.

c) Part portion of the said Property admeasuring **10.00 Sq.mtrs.** is reserved for 18.30 Mtr wide D.P.Road in the sanctioned Development Plan of K-West Ward of M.C.G.M. which is shown by **Brown Colour hatches** on the plan annexed hereto and marked as **Annexure : A.**

d) The two buildings standing on the said Property were constructed in the year 1968. As such the buildings require immediate refurbishment upon carrying out extensive repair by incurring heavy cost. The issue to carry out repair of building was discussed in detail with the Members of the Society but Members have shown their inability to contribute towards repair cost instead suggested for re-development of the said Property by consuming entire scope of permissible FSI (i.e. Zonal FSI + T.D.R. FSI) upon demolishing existing old buildings, whereby Members can avoid cost of repair and obtain monetary compensation with some additional area in well planned building.

e) Thereafter the Managing Committee of the Society approached Architect Shri Prakash Singare who has suggested to propose additional floors on the existing building by consuming T.D.R. F.S.I. through a developer by which society can get the building repaired through the developer and avail monetary benefit by selling right to construct additional floor/building by consuming permissible T.D.R. F.S.I. to the Developer. The Architect has also informed to the Society and its Members about the scope of utilisation of FSI on the said Property as per the Development Control Regulation,1991.

f) The suggestion of the Architect was discussed extensively amongst the Members of the Society but most of the members were of the opinion to propose new building on vacant portion of the said Property by consuming permissible TDR FSI and propose new building for sale after demolishing existing old building with the help of the developers since it is difficult for the Society and it's Members to arrange huge funds required for the construction of new building/s and obtain necessary permissions, approvals etc.from the Planning Authority and comply with various formalities to carry out construction of the new building on the said Property.

g) Thereafter the Special General Body Meeting of the Society was held on **8th June, 2003** to discuss the proposal for redevelopment of the said Property by consuming entire permissible FSI potential upon demolishing existing old buildings with the help of reputed Developer, which was discussed in detail and the Members approved the proposal for redevelopment of the said Property by passing a necessary resolution to that effect and the Members has authorised Managing Committee of the Society to invite offers for redevelopment of the said Property from reputed and experienced developers. Accordingly the notice for inviting offer for redevelopment of the said Property was published on the Notice Board of the Society for a period of one month starting from **10th June, 2003** to **9th July, 2003** beside the office bearers and some of the Members of the Society had approached few developers to get offer from them for redevelopment of the said Property.

h) Thereafter the Society has received **5 offers** from the Developers including the offer dated **21st June, 2003** of M/s.Pranay Properties, a sister concern of M/s. Shah Construction Company, which were circulated amongst the Members of the Society and from time to time it was discussed in detail. The Members of the Society has directed to the Managing Committee to negotiate further and get the best offer from M/s. Pranay Properties. In the meanwhile the Partners of M/s. Pranay Properties decided to develop the said Property through their sister concern M/s. Shah Construction Company.

i) Accordingly at the request of Managing Committee, M/s. Shah Construction Company has finally offered **(i)** to carry out the demolition of the existing two buildings of the Society **(ii)** to construct ONE new buildings consisting of three Wings viz A, B and C on the said property by consuming and utilising total _____sq. mtrs. equivalent to _____ sq. ft. built up F.S.I. as well as incidental construction benefits by paying premium or otherwise as per said DCPR 2034 _____prevailing from time to time consisting of _____ sq. mtrs. equivalent to _____ sq.ft. built up F.S.I. of the said Property and _____ sq.mtrs. equivalent to _____ sq.ft. built up T.D.R. FSI to be purchased by the Developer from the market and **(iii)** to provide free of cost on ownership basis 36 Residential Flats to the Members of the Society in all admeasuring _____ sq. mtrs. equivalent to _____ sq. ft. carpet area (which is inclusive of ____% additional carpet area in the new building over and above the carpet area presently occupied by the Members of the Society as per Society's record) as and by way of new permanent alternate accommodation **(iv)** to provide to the Society at free of cost on ownership basis _____ sq. ft. carpet area for commercial use being the additional _____% area in the new building in respect of the present shopping area occupied by the said 6 Tenants as recited hereinabove in the Members Wing B **(v)** to provide 6 shops in all admeasuring _____ sq.ft. to the Society to accommodate existing 6 Tenants more particularly specified in the **Annexure : B-I** annexed hereto **(vi)** to pay monetary consideration of **Rs._____/-** to the Society **(vii)** to pay total monetary consideration of **Rs._____/-** to the present 36 Members of the Society to be distributed amongst the Members in proportionate to the area of the premises presently occupied by them as per Society's record **(viii)** to provide parking space in the sanctioned parking area of the new building i.e. Building B for use of existing members of the Society and in the open space in proportion of the total carpet area of the Members of the Society and the total carpet area of the premises for sale by the Developer and **(ix)** providing to the Society a society office having _____ sq.ft. carpet area on the ground floor of any one of the three wings.

ii)

j) Thereafter, the meeting of the Managing Committee of the Society was held on **5th August, 2003** wherein the above recited offer dated 1st August, 2003 submitted by M/s. Shah Construction Company was

considered and discussed in detail and ultimately the offer of M/s. Shah Construction Company was unanimously accepted as the same was the best available offer. Thereafter the Society by its letter dated **5th August, 2003** accepted the offer of M/s. Shah Construction Company which was unanimously accepted in the General Body Meeting held on **4th October, 2003**. Accordingly by a resolution passed in the General Body Meeting of the Society, the Society has agreed to grant development right to develop the said Property to M/s. Shah Construction Company in accordance with the above recited offer and authorised the Chairman, the Secretary, the Treasurer and any two members of the Managing Committee of the Society to finalise drafts of Agreement for Development, Power of Attorney, Declaration, Deed of Indemnity and other documents for grant of development rights to develop the said Property in favour of M/s. Shah Construction Company and have authorised them to sign and execute the necessary Agreement for Development, Power of Attorney, Declaration, Deed of Indemnity and others documents and papers for and on behalf of the Society with M/s. Shah Construction Company for grant of the development rights to develop the said Property.

k) By an Agreement for Development dated **17th April, 2004** registered with the Sub-Registrar at **Andheri - 3** under No**.BDR-9-01198 of 2004** made between the Society (therein also referred to as the Society) of the **One Part** and the Developers (therein also referred to as the Developers) of the **Other Part**, the Society granted development rights to develop the said Property to M/s. Shah Construction Company for the consideration and upon the terms and conditions mentioned therein (hereinafter referred to as the '**said Agreement for Development**')

l) As per the terms of said Agreement for Development, the Society has agreed to obtain consent to participate in redevelopment of the said Property from **31 Members** and **6 Tenants** of the Society. However the Society succeeded in obtaining the consent for participation in redevelopment of the said Property from _____ Members only whereby it became difficult to develop the said Property in the absence of consent from remaining ____ Members of the Sociey since they are residing in Building No.2.

m) M/s Shah Construction Company has paid as per the terms of said Agreement for Development **(i) Rs._____/-** to the Society **(ii)** Rs._____ (being **10%** of **Rs._____/-** payable to the Members in proportionate to the area occupied by them as per Society's record) to _____Members of the Society who has executed Declaration cum Indemnity for confirming the grant of Development right to M/s. Shah Construction Company and consented to participate in redevelopment of the said Property **(iii)** Rs._____(being **15%** of **Rs._____/-** payable to the Members in proportionate to the area occupied by them as per Society's record) to_____ Members of the Society who has also executed Agreement for Alternate Accommodation for allotment of permanent alternate accommodation in the buildings to be constructed on the said Property in lieu of their old premise. The details of payment made to each individual Members of the Society out of the consideration amount is specified in **Annexure : C** annexed hereto.

n) Thereafter Shri Kanti Savla, Partner of M/s Shah Construction Company along with Shri S.K.Bery then Secretary and other Managing Committee members made number of attempts to persue non participating Members to participate in redevelopment of the said Property but non participating Members declined to participate on frivolous ground beside Managing Commitee had also requested 6 tenants occupying premises for Commercial use to participate and co-operate for redevelopment of the said Property and had offered

equivalent area in lieu of their old premises on ownership basis at free of cost but unfortunately tenants insisted to provide 100% additional area over and above of their existing area at free of cost on ownership basis which Managing Committee and the Members of the Society has unanimously rejected.

o) Thereafter M/s. Shah Construction Company through their Architect has prepared Layout Plan consisting of 2 buildings alongwith Building Floor Plan which was submitted to Building Proposal Department of M.C.G.M. for approval with the consent of Society/Members of the Society and it was approved subject to terms and conditions mentioned in Intimation of Disapproval bearing **No.CE/8534/WS/AK** dated **24.10.2005** by the Building Proposal Department of M.C.G.M.

p) Pending issue of Commencement Certificate by the Building Proposal Dept of M.C.G.M. for construction of _____ proposed on the said Property for rehabilitation of existing Members of the Society, Shri Kanti Savla, Partner of M/s Shah Construction Company along with the Members of Managing Committee had requested **6 Members** residing in Room No.**31** to Room No.**36** to shift into temporary transit accommodation to enable them to demolish and start construction of Building Wing B in one phase but unfortunately Members did not responded positively whereby M/s. Shah Construction Company could not start the construction of building as per plan approved by Building Proposal Department of M.C.G.M. on the said Property.

q) In the mean time, Government of Maharashtra vide Notification bearing No. **TPB/4305/2342/CR-302/05/UD-11** dated _____ issued direction U/s. 154 of the MRTP Act to all the Planning Authority to obtain No Objection prior to approval of plan for the building/s falling within the influence zone of Metro Rail Transit Service from Mumbai Metropolitan Regional Development Authority (i.e.MMRDA) since being a nodal agency for implementation of Metro Rail Transit Service (MRTS) between Ghatkopar and Andheri Versova whereby Building Proposal Dept. of MCGM has insisted to obtain NOC for construction of building from MMRDA prior to issue of Commencement Certificate to commence construction of building on the said Property since the said Property is situate within the influence zone of MRTS. However at the request of M/s. Shah Construction Company, MMRDA has issued No Objection to construct building on the said Property under No. **MRTS/VAG/Azad Nagar/NoC/5/698** on **28.05.2008** subject to terms and condition mentioned therein.

r) In the meantime, Pranay Leasing and Finance Limited being one of the group company of M/s Shah Construction Company has acquired **(i) Room No.14** from Smt. Ravneetkaur Sarabjeet Singh Bright and Shri. Sarabjeet Singh Bright under registered Agreement for Sale dated **19.03.2007 (ii) Room No.15** from Smt. Poonam Rakesh Bery under registered Agreement for Sale dated **19.03.2007 (iii) Room No.10** from Shri. Balram N.Marwah under registered Agreement for Sale dated **26.09.2007** and subsequently the Developer herein has also acquired **(iv)** Room **No.34** from Shri. Surinder D. Kumar and Miss. Rashmee Kumar under registered Agreement for Sale dated **06.07.2012** and have obtained vacant and peaceful possession of the above referred premises from respective parties. As such Pranay Leasing and Finance Limited and the Developer herein became entitle for the membership of the Society in respect of above referred premises acquired under above referred Agreement for Sale.

s) Thereafter M/s Shah Construction Company, a partnership firm has been converted in to joint stock company under Chapter IX of Companies Act 1956 and it has been incorporated under the name and style of **Integrated Spaces Limited** (i.e.Developer herein) by the Registrar of Company on **11th December 2008** under Corporate

Identity Number **U45200MH2008PLC 188840**. As such all the assets and liability of the earstwhile partnership firm (i.e. M/s Shah Construction Company) stood vested with new legal entity (i.e. the Developer herein) from the date of it's incorporation. Therefore the Developer herein became entitle for the development of the said Property. The Developer has communicated change in constitution of the company from partnership firm to joint stock company to the Society and it's Members on **31st March, 2009**.

t) Thereafter Pranay Leasing and Finance Limited being a group company of the Developer and the Developer herein with a view to consolidate the resources of both the companies have filled a Company Scheme Petition bearing **No. 223 of 2011** and Company Scheme Petition **No.224 of 2011** respectively with the Hon'ble High Court for sanction of amalgmation scheme which was sanctioned by an order **dt. 1st July 2011** whereby Pranay Leasing and Finance Limited got amalgamated with the Developer herein with effect from **01.04.2010**. As such all the assets and liability of the Pranay Leasing and Finance Limited stood vested with the Developer herein with effect from **01.04.2010** which include above referred premises acquired by Pranay Leasing and Finance Limited from the Members of the Society whereby the Developer herein became entitle for the Membership of the Society in respect of premises acquired by the Pranay Leasing and Finance Limited.

u) At the request of M/s Shah Construction Company, City Survey Office has conducted physical survey of the said Property under M.R.No.**A57** on **05.09.2003** to ascertain the boundary and certify the area of the said Property. The City Survey Office has certified the area of the said Property at 3078.50 Sq.mtr as per boundary recorded in revenue record in lieu of 3428.50 Sq.mtr shown on Property Register Card. Accordingly the City Survey Office has endorsed correct area of the said Property i.e. 3078.50 Sq.mtr on Property Register Card of property bearing **C.T.S No.638/1 of village : Ambivali.** As such the Society became entitle for area admeasuring **3078.50 Sq.mtr.** whereby the scope of permissible FSI of the said Property got reduce considerably. The copy of the Property Register Card endorse therein Society as the holder of the said Property is annexed hereto and marked as **Annexure : D.**

v) The Developer could not start construction of building for a long time due to continuous non co-operation by some of the Members of the Society, during such period real estate prices has gone up whereby non participating Members along with Members consented to participate in redevelopment of the said Property has insisted to enhance the compensation amount toward hardship and provide more additional area at free of cost in lieu of ___% additional carpet area agreed under the said Agreement for Development. The Developer has agreed to revise the terms of development of the said Property after factoring reduce scope of permissible FSI due to reduction in area of the said Property by City Survey Office subject to Members agreeing to handover physical possession of their respective premises for demolition in order to carry out development of the said Property in one stretch instead of phase wise development. In addition thereto Developer through it's Architect prepared revise building floor plan with a view to avoid demolition of existing old building which was circulated amongst the Members of the Society to get their feedback.

w) In the meantime, the Government of Maharashtra with an intention (i) to bring transparency in the process for approval of plans, (ii) to reduce arbitrary use of discretionary power by the Official, (iii) to curb use of free FSI and (iv) to mobilise funds for Infrastructure Development of the City has amended Development Control Regulation vide Notification bearing No.**CMS 4311/452/CR-58/2011UD11** dated **06th January,**

2012, whereby the area proposed for Balconies, Flowerbed, Nitches, Terrace, Voids etc. (i.e. all elevational projection) are now required to be counted in FSI which were available free of FSI and to compensate for the loss of free of FSI area, Fungible FSI to the extent of 35% (thirty five percent) for Residential development and 20% (twenty percent) for Commercial and Industrial development has been made available at free of cost for rehabilitation component and upon payment of premium calculated at 60% (sixty percent) of the Ready Reckoner price for Residential development and 100% (hundred percent) of Ready Reckoner price for the Commercial and Industrial development for free sale component. As such the Developer preferred to eliminate Flower Bed, Nitches and Dry Balconies (i.e.Elevation projection) since it is required to be counted in FSI beside being burden to pay premium for such area. However after extensive negotiation between the Developer, Managing Committee of the Society and Members of the Society, the Developer has finally offered to provide premises having 35% additional carpet area in lieu of 25% additional carpet area over and above of the existing carpet area presently occupied by the Members of the Society as and by way of alternate accommodation at free of cost for Residential use to the Members of the Society after factoring reduce scope of permissible FSI due to reduction in area of the said Property by City Survey Office.

x) The Developer through it's Architect has submitted revised plans for the building/s to be constructed on the said Property to the Building Proposal Department for approval with the consent of the Society which was approved by Building Proposal Department of M.C.G.M. subject to terms and conditions mentioned in Intimation of Disapproval bearing No. **CE/8534/WS/AK** issued on **27.12.2012**. Subsequently the plans for the building/s was amended and it was approved by the Building Proposal Dept. of M.C.G.M. vide letter bearing No.**CE/8534/WS/AK** issued on **16.09.2013.** The copy of the Intimation of Disapproval **dated 27.12.2012** issued by Building Proposal Dept. of MCGM is annexed hereto and marked as **Annexure : E**.

y) The M.C.G.M. has published draft Development Plan and draft Development Control and Promotion Regulation for the period starting from year **2011** to **2034 (**hereinafter referred to as the **'said DCPR-2034'). ** After inviting suggestion and objection on the provisions of draft said DCPR-2034 from public at large, the Urban Development Department (hereinafter refered to as the **'said UDD'**) has sanctioned DP 2034 and said DCPR-2034 excluding substantial modifications vide it's Notification bearing **No.TPB-4317/629/CR-118/2017/DP/UD-11 dtd.08.05.2018** issued u/s.31(1) of M.R.&T.P. Act 1966 which came into force **w.e.f. 01.09.2018**. Thereafter the said UDD has sanctioned EPS of said DCPR-2034 vide it's Notification bearing **No.TPB-4317/629/CR-118(III)/2017/EP(DCPR)/UD-11 dt.21.09.2018** which came into force **w.e.f 24.10.2018**. Subsequently the said UDD has corrected the errors and omissions in the said DCPR-2034 vide it's Corrigendum bearing **No.TPB-4317/629/CR-118(III) 2017/EP/(DCPR)/UD-11** dated **12.11.2018** which came into force **w.e.f. 13.11.2018**.

z) Upon deliberation and discussion with the Society and it's Members, the Developer has finally offered **(i)** to construct new building/s for residential/commercial use upon demolishing existing old buildings by consuming and utilising permissible zonal FSI, admissible TDR FSI which include 33% (thirty three percent) Government FSI on payment of premium and consequential 35% (thirty five percent) fungible FSI with or without payment of premium as well as any other incidental additional construction thereto on payment of premium but not exceeding FSI prevailing on the date of execution hereof, in accordance with Development Control Regulation, 1991 and said DCPR 2034 or

any amendment thereto that may be sanctioned by the Government **(ii)** to provide premise having ____% additional carpet area over and above of the existing carpet area presently used by the Members of the Society as per Society record (as specified in **Annexure:B** annexed hereto) as and by way of permanent alternate accommodation at free of cost for Residential use in lieu of the premise presently occupied by the Members of the Society **(iii)** to provide premise having ___% additional carpet area over and above of the existing carpet area presently used by the Tenants of the Society as per Society record (as specified in **Annexure : B-I** annexed hereto) as and by way of permanent alternate accommodation at free of cost on Ownership basis for Commercial use in lieu of the premise presently occupied by the Tenants of the Society **(iv)** to pay **Rs._____/-** (calculated @ **Rs._____/-** per sq.ft. for an area admeasuring _____ sq.ft. carpet area presently being occupied by the Members of the Society as per Society's record which includes premises in possession of Developer and/or it's Associates) subject to participation of ____ **Members** out of ____ **Members** (i.e.excluding premises in possession of Developer and/or it's associates) as and by way of compensation towards hardship to the Members of the Society out of which **Rs._____/-** will be paid to the Society and balance amount will be distributed amongst the Members in proportionate to the area occupied by the Members as per Society's record (which include premises in possession of Developer and or it's associates) after deducting amounts already paid to the Members prior to execution hereof **(v)** to provide car parking space as per said DCPR 2034 to the Members of the Society, **(vi)** to provide Society office as may be permitted by M.C.G.M on ground floor or any other location. Accordingly the Developer has prepared draft Term Sheet enumerated therein revise terms of development of the said Property which was circulated amongst the Members of the Society for their consideration.

aa) Upon complying the terms of Intimation of Disapproval dated **27.12.2012**, the Building Proposal Department of MCGM has issued Commencement Certificate bearing No.**CE/8534/BS/WS/AK** dated **22.11.2013** to commence the construction of Building Wing A upto **Plinth level** which was subsequently endorse to commence construction of additional floor of building as per revise sanctioned building plan. The copy of Commencement Certificate dated **22.11.2013** issued by the Building Proposal Department of MCGM is annexed hereto and marked as **Annexure : F.**

ab) Pending execution of Term Sheet for revise terms of development of the said Property, at the request of Society and some of it's Members, the Developer started construction of Building Wing A on vacant portion of the said Property upon obtaining Commencement Certificate to commence construction of building upto Plinth level as per sanctioned building plan from Building Proposal Department of M.C.G.M. which is proposed partly for rehabilitation of Members of the Society and partly for sale.

ac) In pursuance to the Sub-division order dated **23.04.2014** issued by the Collector (MSD), the City Survey office has subdivided the said Property in two parts and allocated new City Survey number to each sub-divided plot i.e. **(i) C.T.S.No.638/1 A** for area admeasuring **3068.50 Sq.mtrs.** and **(ii) C.T.S.No. 638/1 B** for area admeasuring **10.00 Sq.mtrs.** which is reserved for 18.30 Mtrs. D.P.Road in the sanctioned Development Plan of K-West Ward of M.C.G.M. Prior to the execution hereof the Developer has handed over physical possession of area reserved for 18.30 Mtr.wide D.P.Road to M.C.G.M. under **Possession Receipt No.ACN/65738/AEN dated 12.03.2015** and it has been transferred in favour of M.C.G.M. in the records of right. The copy of the Property Register Card of each sub-divided plot bearing **C.T.S.No.638/1A & 638/1B** is annexed hereto and marked as **Annexure : G.**

ad) In the meantime, the Assistant Engineer (Building & Factory) of 'K-West' Ward of M.C.G.M. vide Notice bearing No.**KW/354/76/BF/ABF-01 of 2015** dt.**05.01.2015** issued **U/s. 354** of **Mumbai Municipal Corporation Act, 1889** directed Society and its Members to pull down/demolish the existing old building since it became dangerous for human habitation whereby it became necessary to demolish both the building upon shifting Members into temporary transit accommodation. However the Developer has suspended construction activity of Building Wing A to avoid any mishap during the construction of building on the said Property post issue of aforesaid Notice by the Assistant Engineer (Building & Factory) of 'K-West' Ward of M.C.G.M. to pull down both the buildings U/s 354 of MMC Act, 1889.

ae) Thereafter the Society has convene Special General Body Meeting on **24th June 2015** to discuss the revise terms of development of the said Property which was discussed in detail and the Members of the Society has unanimously accepted the revise terms of development of the said Property and have authorised Chairman, Secretary, Treasurer and the Members of the Managing Committee to execute Term sheet for and on behalf of the Society with the Developer in consultation with Shri. Vinod Gandhi, the Solicitor appointed by the Society. The copy of the Minutes of the Special General Body Meeting held on **24th June 2015** is annexed hereto and marked as **Annexure: H.**

af) Thereafter the Society has forwarded draft copy of Term Sheet to Shri. Vinod Gandhi, the Solicitor appointed by the Society to seek his advice wherein he has suggested certain changes which Developer has agreed to incorporate and by a letter dated _____ Solicitor has directed to the Secretary to execute Term Sheet upon incorporating revised terms for the development of the said Property. Accordingly Members of Managing Committee has executed Term Sheet enumerated therein revise terms of development of the said Property on **24th June 2015** hereinafter referred to as the **'said Term Sheet'**).

ag) The Developer through it's Architect has prepared revise composite building plan in line with the amended Letter of Intent dated _____ and submitted same to the said SRA for approval which was approved by the said SRA vide Letter bearing No._____ dated _____ subject to terms and conditions mentioned therein. The said SRA has also endorse the Commencement Certificate dated _____ to commence construction of composite building upto full height as per amended approved plan dated _____. The copy of letter dated _____ for approval of revise composite building plans and copy of Commencement Certificate dated _____ to commence construction of composite building upto full height issued by the said SRA is annexed hereto and marked as **Annexure : I & Annexure : J** respectively.

ah) The Developer shall commence the construction of the **Wing A** and **Wing B** consisting of Stilt + 15 upper floors for Residential use and Wing C consisting of Stilt + 3 Podium Floors for Parking + 11 Upper Floors For Commercial use to be known as _____ (hereinafter referred to as **"said New Building"**) on the said Property. In the premises aforesaid the Developer alone is entitled to develop the said Property and have the sole and exclusive rights to sell the flats, offices, shops etc. in the said New Building to be constructed by the Developer on the said Property and to receive the sale price in respect thereof.

ai) The title of the Developer in respect of the said Property has been certified by Advocate _____ by his Title Certificate dated _____, the copy whereof is annexed hereto and marked as **Annexure : K**.

aj) The Flat Purchaser demanded from the Developer and the Developer has given to the Flat Purchaser inspection of all the documents of title relating to the said Property including the above recited Deed of Conveyance, sanctioned plans, design, specification and other documents as specified in the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules made there under.

ak) The Flat Purchaser has satisfied himself about the title of the Developer to develop the said Property and has accepted the above recited Title Certificate and the Flat Purchaser hereby confirms that he/she/they shall not be entitle to raise any requisition or objection or have any dispute in that behalf.

al) The Flat Purchaser applied to the Developer for allotment of Office/Flat bearing No._____ admeasuring _____ Sq.ft. carpet area (which is inclusive of _____ Sq.ft. carpet area of balconies, if any) on _____ Floor in Wing _____ of the said New Building to be constructed on the said Property which is shown by Red Colour hatches on the Typical Floor Plan annexed hereto and marked as **Annexure : L** (hereinafter referred to as the **'said Flat'**).

am) Prior to making application as aforesaid, the Flat Purchaser has declared as required under the provisions of Maharashtra Co-operative Societies Act, 1960 that neither the Flat Purchaser nor the member of his/her/their family own a tenement, house or building within the limits of Municipal Corporation of Greater Mumbai.

an) The Flat Purchaser has agreed to purchase the said Flat with full knowledge of terms and conditions mentioned in the above recited documents and various approvals, permissions and sanctions in respect of the development of the said Property and construction of building thereon.

ao) Relying upon the said application, declaration and agreement, the Developer has agreed to sell to the Flat Purchaser, the said Flat at the price and upon the terms and conditions hereinafter appearing.

ap) On or before the execution of these presents the Flat Purchaser has paid to the Developer a sum of Rs._____/- (Rupees _____ _____Only) being not more than 15% of the total price as earnest money or deposit (the payment and receipt whereof the Developer do hereby admit and acknowledge) leaving Rs._____/- (being the balance sale price) to be paid in the manner hereinafter appearing.

aq) In this Agreement the term 'Flat' shall include flat, shop, office or any other premises or rights hereby agreed to be sold and the term 'Flat Purchaser' shall include the flat purchaser, shop purchaser, office purchaser or purchaser of any other premises or rights hereby agreed to be sold and also include the plural and the feminine gender of the Flat Purchaser.

ar) Under section 4 of the Maharashtra Ownership Flats (Regulation of Construction, Sale, Management and Transfer) Act, 1963, the Developer is require to execute written Agreement for Sale for the sale of the said Flat with the Flat Purchaser, being in fact these presents and upon this agreement lodged for registration under the Registration Act, 1908 with the Sub-Registrar concerned by the Flat Purchaser and the Developer being informed in writing about the same, the Developer is require to admit the execution thereof before the Sub-Registrar concerned.

as) The parties hereto are desirous of recording the terms and conditions agreed between them as hereinafter appearing.

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

1. The Developer shall commence the construction of building **Wing A** and **Wing B** consisting of Stilt + 15 upper floors for Residential use and Wing C consisting of Stilt + 3 Podium Floors for Parking + 11 Upper Floors For Commercial use to be known as **'_____'** on property bearing **C.T.S.No.638/1** forming part of **S.No.105A H.No.11/1(P) and 11/2(P)** admeasuring **3078.50 Sq.mtrs**. as per Property Register Card together with two buildings and structures standing thereon situated, lying and being at J.P. Road, Opp. Dena Bank, Andheri (West), Mumbai - 400058 in the revenue Village: **Ambivali**, Taluka: Andheri in the District and Registration District and Sub-District of Mumbai City and Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai and more particularly described in the **Second Schedule** hereunder written and delineated on the plan thereof hereto annexed and marked as **Annexure: A-I** and thereon shown surrounded by **Green colour** boundary line (hereinafter referred to as the **'said Property'),** in accordance with the sanctioned plans, designs, specifications approved by the Building Proposal Dept. of M.C.G.M. which has been seen and approved by the Flat Purchaser/s with such variations and modifications as Developer may consider necessary or as may be required by the Building Proposal Dept. of M.C.G.M./the concerned local authority/the Government provided that the Developer shall obtain prior consent in writing of the Flat Purchaser/s in respect of such variations or modifications which may adversely affect the said Flat agreed to be purchased by the Flat Purchaser/s.

2. The Flat Purchaser/s has agreed to purchase from the Developer and the Developer has agreed to sell to the Flat Purchaser/s a premise bearing Flat No._____ admeasuring _____ Sq.ft. RERA carpet area (which is inclusive of **NIL** Sq.ft. carpet area of balconies, if any) on _____ Floor in Wing _____ of the building to be known as **'_____'** to be constructed on the said Property which is shown by **Red Colour hatches** on the typical floor plan annexed hereto and marked **Annexure: L** and more particularly described in the **Third Schedule** hereunder written (hereinafter as aforesaid referred to as the **'said Flat'**) for the price of **₹._____/- (Rupees** _____ **Only)** inclusive of **₹.NIL** being the proportionate price of common areas and facilities appurtenant to the said Flat and the nature, extent and description of the common areas and facilities are more particularly described in the **Fourth & Fifth Schedule** hereunder written. The Flat Purchaser/s hereby agrees to pay to the Developer the said price of **₹._____/- (Rupees** _____ **Only)** in the following manner **:-**

(i) **₹** _____ **(Rupees** _____ _____ _____**Only)** being part payment/**10%** as earnest money or deposit on or before execution of these presents (the payment and receipt whereof the Developer do hereby admit and acknowledge and acquit, release and discharge the Flat Purchaser/s from the same and every part thereof).

(ii) **₹** _____ **(Rupees** _____ **Only)** being **20%** on casting of the **Plinth** of the said New Building.

(iii) **₹** _____ **(Rupees** _____ **Only)** being **20%** on casting of the **Eighth slab** of the said New Building.

(iv) ₹ _____ **(Rupees** _____ **Only)** being **20%** on casting of **Fifteenth slab** of the said New Building.

(v) ₹ _____ **(Rupees** _____ _____ _____**Only)** being **5%** on Completion of **Internal & External Brick Masonry Work** of the said Flat.

(vi) ₹ _____ **(Rupees** _____ _____ _____**Only)** being **5%** on Completion of **Internal and External Plaster** of the said Flat.

(vii) ₹ _____ **(Rupees** _____ _____ _____**Only)** being **5%** on Completion of **Flooring and Tiling** of said Flat.

(viii) ₹ _____ **(Rupees** _____ _____ _____**Only)** being **10%** On Completion of **Internal & External Plumbing and Electrification Work** but excluding fixing of accessories of the said Flat.

(ix) ₹ _____ **(Rupees** _____ _____ _____**Only)** being **5%** against **physical possession** of the said Flat.

Total ₹_____ **(Rupees** _____
========== _____
_____**Only)**

The Flat Purchaser/s shall pay the amounts as aforesaid on it's due dates without any fail and without any delay or default as time in respect of the payments is the essence of the contract. The Developer shall forward to the Flat Purchaser/s intimation of the Developer having carried out the aforesaid work at the address given by the Flat Purchaser/s in this Agreement and the Flat Purchaser/s shall be bound to pay the amount of installments within eight days of the Developer dispatching such intimation under Certificate of Posting at the address of the Flat Purchaser/s as given in **Clause No.43** of this Agreement. However in the event of delay in making the payment on it's due date, in such case the Flat Purchaser/s shall be liable to pay interest @ **12%** for the delayed payment for the delayed period.

Provided further that the amount deducted by the Flat Purchaser/s towards Tax Deducted at Source (TDS) as per the Income Tax Law shall be acknowledge by the Developer only upon the Flat Purchaser/s submitting the original Tax Deduction Certificate and provided that the amount mentioned in such Tax Deduction Certificate matches with the Income Tax Department site.

3. Simultaneously with the execution hereof, the Flat Purchaser/s shall pay **G.S.T. (Goods and Service Tax)** or any other taxes which may be levied on this Agreement price or of Market Value as may be adjudicated by the Collector of Stamps, whichever is higher as per the prevailing law. However in the event of revision in **G.S.T.** and/or any new taxes effected by the Government at any time in future same shall be borne and paid by the Flat Purchaser/s only.

4. The Developer propose to provide stack Parking system on _____Floor of the said New Building for parking of vehicle as per the parking layout plan approved by the Planning Authority out of which the Developers hereby allot **Parking Space No.**_____ at **Level No.**_____ on Stilt/Podium Floors being incidental to the said Flat at free of cost to the Flat Purchaser/s to park his/her/their vehicle which is shown by **Red Colour hatches** on the Parking Floor plan annexed hereto and marked as **Annexure: M** (hereinafter referred to as the '**said Parking Space**'). The Flat Purchaser/s shall not be entitle to park his/her/their vehicle anywhere else and he/she/they shall be liable to pay the Property Tax, Maintenance Charges in respect of said Parking Space as may be determined by the Society. The Flat Purchaser/s shall only be entitle to transfer the said Parking Space along with the said Flat in favour of third party.

5. It is agreed that the Flat Purchaser/s shall be entitled to the common areas alongwith the said Flat and nature, extent and description of such common areas and facilities appurtenant to the said Flat agreed to be sold are set out in the **Fourth Schedule** hereunder written.

6. It is expressly agreed that the Flat Purchaser/s shall be entitled to the limited common areas along with the said Flat, the extent, nature and description of such limited common areas which the Flat Purchaser/s will enjoy are set out in the **Fifth Schedule** hereunder written.

7. The Developer hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by the Planning Authority at the time of sanctioning the plans and the amended sanctioned plans or thereafter and before handing over possession of the said Flat to the Flat Purchaser/s. The Developer shall obtain Occupation and/or Completion Certificate to occupy the said Flat from the Planning Authority prior to handing over physical possession of the said Flat to the Flat Purchasers.

8. The Developer hereby declares that they are developing the said Property and constructing the said New Building in accordance with the sanctioned plans and amended sanctioned plans by consuming Floor Space Index and the Floor Space Index available on the said Property is not utilised by the Developer and or by the Society elsewhere.

9. The Flat Purchaser/s confirms that the Developer has given to the Flat Purchaser/s full, free and complete inspection of all the documents of title relating to the said Property including the above recited said Agreement for Development, sanctioned plans, amended sanctioned plans, designs, specifications, various permissions and orders, etc. and such other documents as are specified under the said RERA and the rules made there under.

10. The title of the Developer in respect of the said Property has been certified by _____ Advocates & Solicitors vide Title Certificate dated _____ which is annexed hereto and marked as **Annexure**: **K.** The Flat Purchaser/s hereby further confirms that he/she/they shall not be entitle to raise any requisition or objection in respect of the title to said Property and the rights of the Developer to develop the said Property.

11. The Developer will try to provide exact carpet area as mentioned in this agreement to the Flat Purchaser/s, however in case of planning constraint 3% variation shall be allowed and in the event of variation in the area of said New Premises i.e. deficient in carpet area or increase in carpet area shall be compensated by either party at the price agreed under this agreement which shall be payable by either side at the time of handing over of physical possession of the said New Premises to the Flat Purchaser/s.

12. It is expressly agreed that the said Flat shall contain specifications, fixtures, fittings and amenities as set out in the **Sixth Schedule** hereunder written and the Flat Purchaser/s confirms that Developer shall not be liable to provide any other specifications, fixtures and amenities in the said Flat. It is specifically agreed by the Flat Purchaser/s that if any extra fittings, fixtures or amenities are required by the Flat Purchaser/s then the Flat Purchaser/s shall inform in writing to the Developer (Developer may in its discretion entertain and act even on an oral request) and if it is possible for Developer, then Developer at its sole discretion may provide the same at the extra cost/price after the Flat Purchaser/s depositing such extra cost/price with Developer and for such additional bills raised by Developer shall be final.

13. The Flat Purchaser/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business.(*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle

14. The Flat Purchaser/s confirms that the installments payable by the Flat Purchaser/s under these presents shall be paid on the due dates without any delay or default as the time in respect of payment of installments and all amounts payable under these presents to the Developer is the essence of the contract. If the Flat Purchaser/s makes delay or default in making payment of any of the installments or amounts, the Flat Purchaser/s shall pay to Developer the interest @ **12% (Twelve percent)** per annum on all such amounts and installments from the date of default till payment and/or receipt thereof by Developer without prejudice to Developer's other rights in law and under these presents. It is further agreed that on the Flat Purchaser/s committing three defaults in payment of any installments on the due date of any amount due and payable by the Flat Purchaser/s to Developer under this Agreement (including his proportionate share of taxes, rates, cesses, betterment charges and other outgoings) and/or the Flat Purchaser/s committing breach of any of the terms and conditions herein contained, the Developer shall be entitle at it's own option to terminate this Agreement. **PROVIDED ALWAYS** that the power of termination hereinabove contained shall not be exercise by the Developer unless and until Developer shall have given to the Flat Purchaser/s fifteen 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 this Agreement and default shall have been made by the Flat Purchaser/s in remedying such breach or breaches within a reasonable time after giving of such notice. **PROVIDED FURTHER** that upon termination of this Agreement as aforesaid, Developer shall refund to the Flat Purchaser/s the installments of sale price of the said Flat which may till then have been paid by the Flat Purchaser/s to the Developer but Developer shall not be liable to pay to the Flat Purchaser/s any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by posting the cheque to the Flat Purchaser/s by Developer on the address mentioned in **Clause 43** hereunder written by Registered Post Acknowledgement Due (R.P.A.D.) or Under Postal Certificate (U.P.C.), the Developer herein shall be at liberty to dispose off and sell the said Flat to such person or party and at such price and on such

terms and conditions as Developer may in their absolute discretion think fit and the Flat Purchaser/s shall have no right in that behalf. However the rights given under this clause to Developer herein shall be without prejudice to any other rights, remedies and claims whatsoever available to Developer against the Flat Purchaser/s under this Agreement and/or otherwise.

15. Subject to Flat Purchaser/s making full payment of the sale price of the said Flat and all other amounts payable under this Agreement to the Developer, the Developer shall give possession of the said Flat to the Flat Purchaser/s on or before _____. The Developer shall be liable on demand to refund to the Flat Purchaser/s the amounts received by them in respect of the said Flat with simple interest thereon @ 12% (Twelve percent) per annum from the date Developer received the same till the date of repayment if Developer herein fail to give possession of the said Flat by the aforesaid date to the Flat Purchaser/s on account of reasons beyond their control and beyond the control of their agents provided further that the dispute if any between the parties hereto about the breach of the stipulations specified in said RERA shall be referred to the arbitration of the Competent Authority. Till the entire amount and interest thereon is refunded by the Developer to the Flat Purchaser/s the same shall subject to prior encumbrances, if any be a charge on the said Property and the said New Building that may have been constructed or that may be under construction thereon in which the said Flat is situated or is to be situated provided further that Developer shall be entitled to reasonable extension of time for giving delivery of the said Flat on the aforesaid date if the completion of the said New Building is delayed on account of reasons beyond their control and or of it's agents and force majeure conditions like:-

(i) war, civil commotion or act of God ;
(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

It is agreed that upon refund of the consideration amount together with interest as stated hereinabove, the Flat Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against Developer or against the said Flat or against the said Property in any manner whatsoever and the Developer shall be entitle to deal with or dispose off the said Flat to any person or party as Developer may desire in it's absolute discretion.

16. The Flat Purchaser/s shall take possession of the said Flat within seven days of Developer giving written notice to the Flat Purchaser/s intimating that the said Flat is ready for use and occupation and upon the Flat Purchaser/s taking possession of the said Flat, the Flat Purchaser/s shall have no claim against Developer as regards the quality, quantity of building materials used for construction of the said Flat or the building in which the said Flat is located or the nature of construction or location or design or specifications of the said Flat or the building in which the said Flat is located. Provided that if within a period of **five years** from the date of handing over possession of the said Flat to the Flat Purchaser/s, the Flat Purchaser/s brings to the notice of Developer of any defects in the said Flat or the building in which the said Flat is situated or the material used therein or any unauthorised change in the construction of the said New Building, then wherever possible such defect or unauthorised change shall be rectified by Developer at it's own cost and in case it is not possible to rectify such defect or unauthorised changes, then the Flat Purchaser/s shall be entitled to receive from Developer reasonable compensation for such defect or change. The Developer shall be under no liability whatsoever and howsoever arising, and whether under this present or at law in respect of defects in the said New Building or said Flat and or any part thereof, that appears after completion of the said New Building or any part thereof, where such defect are the results of

(i) normal wear and tear which include shrinkage **(ii)** improper operation and maintenance of building/s or any part or portion thereof **(iii)** unauthorise addition or alteration carried out in the premises by the Flat Purchaser/s **(iv)** where such defects are the result of gross negligence, fraud, criminal or willful action **(v)** natural calamity or act of God **(vi)** Flat Purchaser/s choose to avail raw flat from the Developer**.**

17. The Flat Purchaser/s shall take possession of the said Flat within **Seven (07)** days from the date of receipt of intimation from the Developer failing which the Flat Purchaser/s shall be liable to pay all the taxes, charges, outgoings etc. in respect of the said Flat as well as prorata share of taxes, charges, outgoings etc. in respect of the said New Building after expiry of **Seven (07) days** from the date of receipt of intimation from the Developer.

18. The Developer shall deliver the possession of said Flat as aforesaid provided all the amounts due under this Agreement and otherwise at Law are paid by the Flat Purchaser/s to Developer and the Society and all necessary papers for possession to be given to various authorities or as required by the Developer are duly filled in, signed, executed and delivered by the Flat Purchaser/s on or before taking possession.

19. The Flat Purchaser/s shall check up all the fixtures and fittings in the said Flat before taking possession of the said Flat. Thereafter, the Flat Purchaser/s shall have no claim against Developer in respect of any item or work in the said Flat or in the said New Building or in the said Property which may be alleged not to have been carried out and/or completed and/or being not in accordance with the plans, specifications, and/or this Agreement and/or otherwise howsoever in relation thereto.

20. The Developer have made full and true disclosure of the nature of it's right to develop the said Property as well as encumbrances, if any, including any right, title or interest or claim of any party in or over the said Property. The Developer hereby agree and undertake to convey the said New Building in favour of the Society within _____ months from the date of admission of last purchaser of premises in the said New Building as it's the member. However if the Developer fails to convey the said New Building within prescribed time frame in such case, on expiry of _____months from the date of admission of last purchaser/s of premises in the said New Building as it's members, the said New Building stands automatically conveyed in favour of the Society till then the Developer shall have exclusive rights in the said New Building save and except common area appurtenant to the said Flat.

21. From the date the Flat Purchaser/s is allowed to occupy the said Flat or commencing a week after notice in writing is given by Developer to the Flat Purchaser/s that the said Flat is ready for occupation, whichever is earlier, the Flat Purchaser/s shall be irrespective of the fact as to whether he/she/they actually took possession or not shall be liable to bear and pay to the Society his/her/their proportionate share (i.e. in proportion to the floor area of the said Flat) of all outgoings in respect of the said Flat, the said New Building and the said Property including local taxes, N.A. taxes, cesses, betterment charges or such other taxes levied by the concerned local authority and/or Government, water charges (including that for supply by water tankers and/or by boring) insurance charges, common lights, repairs, salaries of clerks, bill collectors, chowkidars, sweepers, accounting charges and all other expenses, necessary and incidental to the administration, management and maintenance of the said Property and the said New Building.

22. The Developer shall contribute only Property Tax as may be assessed by the Assessment Dept. of '**K-West**' **Ward** of M.C.G.M. in respect of unsold premises and shall not be liable to pay or share the maintenance charges and outgoings as mentioned hereinabove in any way in respect of unsold Premises.

23. The Flat Purchaser/s shall on or before taking possession of the said Flat from Developer, pay to the Developer and to the Society following amounts **:-**

(a)	**₹10,000/-**	contribution towards legal charges.
(b)	₹_____	towards entrance fee to become a members of the Society which shall be paid to the Society directly.
(c)	**₹500/-**	towards subscription of Society's share which shall be paid to the Society directly .
(d)	₹_____	Contribution towards Corpus Fund/Matching Fund which shall be paid to the Society directly.
(e)	₹_____	Contribution towards Development Charges payable to the Developer.
(f)	₹_____	Contribution towards IOD deposit and other deposits paid to Planning Authority from time to time payable to Developer.
(g)	₹_____	Reimbursement of Water Meter Deposit, Electricity Meter Deposit, cost of construction of Sub Station, Cost of Transformer, Switch Gear, Panel etc. and Cable charges paid to MSEDCL payable to Developer.
(h)	₹_____	3 Months advance contribution towards Monthly outgoings to be paid to the Society (_____* ₹.**5** * **3** months)
Total	₹_____	**(Rupees** _____
	==========	_____
		_____**Only)**

The Flat Purchaser/s shall pay the Goods and Service Tax or any other tax as may be applicable along with the amount mentioned in **Clause No.24** hereinabove.

24. The Developer shall utilise the sum of **₹.10,000/-** collected under Clause **25 (a)** from the Flat Purchaser/s for meeting all legal costs, charges, expenses, out of pocket expenses including professional costs of Advocates and Solicitors for preparing documents for transfer of said New Building as provided hereinabove in favour of Society. The amounts mentioned in **Clause 25 (e), (f) & (g)** are non-refundable.

25. Any amount by way of premium or security deposits payable to the Municipal Corporation of Greater Mumbai or to the State Government or to any other authority or betterment charges or development charges/tax, security deposit for the purpose of getting water connection, drainage connection, electricity connection or any other taxes or payments of a similar nature including I.O.A. deposit, electric deposit, occupation deposit or any other deposit already paid or that may hereafter be paid by Developer before Flat Purchaser/s taking possession of the said Flat shall be reimburse by the Flat Purchaser/s to the Developer in proportion to the area of the said Flat and in determining such amounts decision of Developer shall be conclusive and binding upon the Flat Purchaser/s. It is agreed that the betterment charges referred hereinabove shall mean and include pro-rata charges which the Flat Purchaser/s may be called upon to pay by the Developer in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cables, electric sub-station, making and maintaining of internal road and access to the said Property, drainage etc. from time to time till the charge of the said Property with the said New Building is handed over to the co-operative society. The Developer shall not be responsible for the forfeiture of I.O.D. Deposit or any other penalty or fine imposed by the concerned local authority or the Government on account of unauthorised alteration or addition that may be made by the Flat Purchaser/s or by the Purchasers of any other premises in the said New Building constructed on the said Property. To secure the Developer to reimburse the deposit paid or that may hereafter be paid by them as referred to in this paragraph the Flat Purchaser/s shall deposit with Developer a sum of **₹_____/- (Rupees _____ Only**) as mentioned in **Clause 24 (f) & (g)** hereinabove.

26. Notwithstanding anything contained in this Agreement the Flat Purchaser/s hereby agrees to contribute/to pay his proportionate share towards the costs, charges, expenses, municipal taxes and outgoings in respect of the items specified in the **Seventh Schedule** hereunder written and such share shall be determined by the Society herein having regard to the area of the said Flat.

27. If the Developer is unable to give the possession of the said Flat to the Flat Purchaser/s on account of reasonable cause or circumstances beyond their control the Flat Purchaser/s shall not be entitled to any damages whatsoever but he/she/they shall be entitle to the remedies available under the said RERA.

28. The Flat Purchaser/s for himself/herself/themselves with intention to bind all persons unto whosoever's hands the said Flat may come doth hereby covenant with the Developer/Society as follows **:**

a. To maintain the said Flat at the Flat Purchaser's own cost in good and tenantable repair and conditions from the date on which possession of the said Flat is taken and shall not do or suffered to be done anything in or to the said New Building, its staircase or its passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change or alter or make addition in or to the said New Building in which the said Flat is situated and the said Flat itself or any part thereof.

b. Not to store in the said Flat any goods which may be of hazardous, combustible or dangerous nature or which are so heavy as to damage the construction or structure of the said New Building or storing of such goods is objected by the

concerned local or any other authority and shall not carry or cause to be carried any heavy packages which may damage or is likely to damage the staircase, common passages or any other structures of the said New Building including its entrances. In case any damage is caused to the said New Building or the said Flat on account of negligence or default of the Flat Purchaser/s in this behalf, the Flat Purchaser/s shall be liable for the consequences of the breaches.

c. To carry out at his own cost all internal repairs to the said Flat and maintain the said Flat in the same conditions, state and order in which it was delivered by the Developer to the Flat Purchaser/s and shall not do or suffer to be done anything in or to the said New Building or the said Flat which may contravene the rules and regulations and bye-laws of the concerned local authority or any other public authority. And in the event of the Flat Purchaser/s committing any act in contravention of the above provisions the Flat 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 said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof nor any alteration in the elevation and outside colour scheme of the said New Building and shall keep the portion, sewers, drains, pipes of the said Flat and appurtenances thereto in good and tenantable repairs and conditions and in particular so as to support, shelter and protect the other parts of the said New Building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. pardis or other structural members of the said Flat without the prior written permission of Developer/Society.

e. Not to do or permit to be done any act or things which may render void or voidable any insurance of the said Property and the said New Building or any part thereof or whereby any increased premium become payable in respect of such insurance.

f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Property and the said New Building.

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

h. The Flat Purchaser/s shall not let, sub-let, transfer, assign or part with the Flat Purchaser/s's interest or benefit under this Agreement or part with the possession of the said Flat until all the dues payable by the Flat Purchaser/s to the Developer and to the Society under this Agreement are fully paid and only if the Flat Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat Purchaser/s has intimated in writing to Developer/Society and has obtained permission to that effect in writing from the Developer/Society.

i. The Flat Purchaser/s shall observe and perform all the rules and regulations which the Society has adopted and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said New Building and flats therein and for the observance and performance of the building rules, regulation and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society

regarding the occupation and use of the said Flat in the said New Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

j. Till the conveyance or any other document of transfer of the said New Building is executed in favour of the Society as provided hereinabove, the Flat Purchaser/s shall permit the Developer and it's surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said Flat, the said New Building and said Property or any part thereof to view and examine the state and conditions thereof as also for making, maintaining, repairing, improving, replacing, rebuilding, cleaning, lighting and keeping in order and good condition and infrastructural facilities as also services, drains, pipes, cables, water connections, electric connections, wires, part structures and other conveniences belonging to or serving the said Flat or the building/wing in which the said Flat is located and for the purpose of laying down, maintaining, repairing, testing, drainage lines, water pipes and electric wires and for similar purposes.

29. The Flat Purchaser/s shall be bound to sign, execute and deliver all documents, deeds, writings, forms and papers and to do all other things, as the Developer may require him to do from time to time in this behalf for safeguarding the interest of the said Property, the said New Building and other Premises and the persons acquiring the other flats and other premises and for effectively carrying out the provisions of this Agreement.

30. The charges towards stamp duty and Registration of this Agreement shall be borne by the Flat Purchaser/s.

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

32. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Flat Purchaser/s shall pay to the Promoter, the Flat Purchaser/s share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Flat Purchaser/s shall pay to the Promoter, the Flat Purchaser/s share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

33. The Developer hereby declare that, in order to consume entire scope of permissible FSI potential on the said Property, the Developer couldn't propose open spaces all around the building as specified in the said DCPR 2034. The plan for the said New Building has been approved by the Building Proposal Dept. of M.C.G.M. upon condoning open spaces requirement all around the building by charging open space deficiency premium. The Flat Purchaser/s hereby agree for not to raise any objection or file complaint with the Building Proposal Dept. of M.C.G.M. during the construction of said New Building or after completion of construction work of the said New Building for such deficient open spaces all around the said New Building on any ground of whatsoever nature.

34. The Developer hereby declare that the Developer has agreed to provide to _____ a premise admeasuring _____ **x** _____ Mtrs. i.e. _____ Sq.mtrs. to house Sub Station on the portion of the said Property to source electricity supply for the said New Building which is shown by Red Colour hatches on the plan hereto annexed and marked as **Annexure : N.** The Flat Purchaser/s hereby grant his/her/their consent to provide premise to house Sub Station to _____ and if require the Society and the Developer shall jointly execute a Deed of Lease in favour of _____ in respect of _____Sq.mtrs. area.

35. The Developer have proposed **(i)** Society Office and **(ii)** Fitness Centre in the said New Building which has been approved by the Building Proposal Dept. of M.C.G.M. The Developer hereby agreed to handover Society Office and Fitness Centre to the Society at free of cost for use of its members on or before execution of conveyance as provided herein, which the Society shall use for its intended purpose and the same shall be binding on the Society and its members or whosoever derive title through the members of the Society.

36. The Flat Purchaser/s and the person to whom the said Flat is permitted to be transferred shall from time to time, sign all applications, papers and documents and to do all acts, deeds and things as Developer or the co-operative society may require.

37. The Flat Purchaser/s and the persons to whom the said Flat is permitted to be transferred with the written consent of Society shall observe and perform all the provisions of the bye-laws and/or the rules and regulations of the Society and the additions, alterations, or amendments thereof and shall also observe and carry out the building rules and regulations and the bye-laws for the time being of the Municipal Corporation of Greater Mumbai and other local and/or public bodies. The Flat Purchaser/s and persons to whom the said Flat is allowed to be transferred shall observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Flat and the said Property and shall pay and contribute regularly and punctually towards rates, cesses, taxes and/or expenses and all other outgoings.

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

39. All notices to be served on the Flat Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served and shall completely and effectively discharge Developer herein if sent to the Flat Purchaser/s under Certificate of Posting at the address specified below;

_____
_____
_____
_____
_____

40. Nothing contained in these presents shall be construed to confer upon the Flat Purchaser/s any right, title or interest of any kind whatsoever into or over the said Property and the said New Building or any part thereof and such conference to take place only upon execution of Deed of Conveyance or any other documents for transfer to convey said New Building in favour of the Society as provided hereinabove.

41. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Flat Purchaser/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

42. The Flat Purchaser/s shall at no time demand partition of his/her/their interest in the said New Building and/or the said Property. It is being hereby agreed and declared by the Flat Purchaser/s that his/her/their interest in the said New Building and the said Property is impartiable.

43. The Developer herein shall in respect of any amount remaining unpaid by the Flat Purchaser/s under the terms and conditions of this Agreement shall have a lien and charge on the said Flat agreed to be purchased by the Flat Purchaser/s.

44. It is expressly agreed that the Developer shall be entitled to erect hoarding with or without illumination/glow sign/digital/electronic screen etc. at it's own cost and upon obtaining necessary approvals from the concern authority on the terrace floor of the said New Building or any exterior surface of the said New Building to be constructed on the said Property or on the said Property or any part thereof at appropriate location to derive mass visibility for the purpose of it's own branding for which the Developer and it's agents with or without workmen at all reasonable time shall be entitle to have access to the terrace floors of the said New Building or to the said Property to view and examine the state and condition of such hoardings and/or for maintenance, repairing, improving, rebuilding, cleaning etc to keep such hoarding in good condition.The Developer hereby specifically agrees that they shall not assign their rights to construct hoarding in favour of third party and/or display commercial advertisement other then it's own group companies or social message without obtaining written consent from the Society and shall bear and pay the property tax or any other tax as may be assess by the concern authority or any other expenses attributed for such hoarding either to the Society or to such concern authority directly.

45. It is agreed that Developer shall be entitle without affecting the rights of the Flat Purchaser/s to the said Flat including the area thereof to revise the building plans in respect of the said New Building and the Flat Purchaser/s hereby irrevocably approve to the right of Developer to modify the building plans in respect of the said Property from time to time.

46. The Flat Purchaser/s shall not decorate the exterior of the said Flat otherwise than in a manner agreed to with Developer under this Agreement.

47. It is specifically agreed that the said New Building shall always be known as '_____' and the name of the co-operative society shall always be known as 'Andheri Vile Parle Punjabi Co-operative Housing Society Ltd.' and the same shall not be changed without the written permission of Developer.

48. The Flat Purchaser/s hereby has nominated **Shri/Smt.** _____ being the _____ of the Flat Purchaser/s as his/her/their nominee who will be entitle to take physical possession of the said New Premises and or to comply with the obligation of this agreement in the event of death of the Flat Purchaser/s prior to taking over physical possession of the said New Premises and/or admission as members of the Society as the case may be. However, during this period it is specifically agreed between the parties hereto that the Flat Purchaser/s shall be entitle to change the nomination at any time by giving notice to the Developer in writing to that effect and or his/her/their nominee or legal heirs shall be further entitle to nominate their nominee/s in the event of death of Flat Purchaser/s and or such nominee/s nominated by the Flat Purchaser/s.

49. By a Resolution passed in the Board of Directors meeting held on _____ Shri Kantilal M. Savla and Shri Nishit K. Savla being the Directors of the Company has been authorized to sign either jointly or severally this Agreement, letters and other necessary papers and documents for and on behalf of the company. The copy of the resolution passed in the Board of Directors Meeting held on _____ is annexed hereto and marked as **Annexure: O.**

50. The Flat Purchaser/s shall on execution hereof pay to _____ _____ the brokerage calculated at the rate of 2% on the consideration hereof.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and year first hereinabove written.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

(SCHEDULE OF THE 'SAID PROPERTY')

ALL THAT pieces or parcels of the plots of land bearing **C.T.S.No.638/1** forming part of **S.No.105A H.No.11/1(P) and 11/2(P)** admeasuring **3,078.50 sq.mtrs**. as per Property Register Card together with two buildings and structures standing thereon, situated, laying and being at J.P. Road, Andheri (West), Mumbai - 400 058, in the revenue Village: **Ambivali**, Taluka: **Andheri**, District and Registration District and Sub-District of Mumbai City and Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai and bounded as follows **:-**

On or towards East	**:**	by C.T.S. No.638/2
On or towards West	**:**	partly by C.T.S. No.638 and partly by C.T.S. No.639 and partly by C.T.S. No. 646
On or towards North	**:**	by Nalla
On or towards South	**:**	by J.P. Road

THE SECOND SCHEDULE HEREINABOVE REFERRED TO : (LIST OF AMENITIES AND SPECIFICATIONS TO BE PROVIDED) CONSTRUCTION SPECIFICATION AND AMENITIES

1) Construction Specification :		
a)	RCC Frame test to Structure foundation	RCC frame structure designed upon conducting geo physical resist earthquake in seismic zone III having pile or open footing depending on subsoil condition. The RCC frame structure will have floor to floor 2.9 mtr. equivalent to 9'-6" height and will be casted as per concrete mixed with reinforced steel having adequate concrete covers as per design provided by structural consultant to obtain specified characteristic strength in accordance with relevant IS Code which will be cured with water for adequate period.
b)	Brick Masonry	All external Masonry work will be carried out in 150MM thick brick or AAC Block and all internal masonry will be carried out in 115 MM thick brick or AAC Blocks embedded therein fitting and fixture. The internal masonry will have a steel reinforced lintel beam to achieve adequate strength and all joint will be flushed and packed properly with mortar in case of Brick masonary and with chemical bonding agent in case of AAC Blocks to avoid hollowness.

c)	External Plaster	External Plaster of the building will be covered with sand face cement plaster having thickness of 25 mm ,applied in two coat prepared out of 43 grade cement/ PPC mixed with water proofing compound and well screened river sand.		
d)	Internal Plaster	Internal vertical surface of the common area will be covered with cement plaster having 12-15 mm thickness, prepared in 1:4 mortar ratio out of 43 grade cement and well screened river sand which will be finished with specified Paint. The internal vertical surface of the premises will be covered with 12-15mm Gypsum plaster and the ceiling will be applied with putty.		
e)	Anti termite treatment	Anti termite treatment with specified chemical emulsion will be carried out in the base before casting footing or pile foundation along with vertical section of cut earth and each layer of backfilled earth which directly comes into contact with RCC structure beside plinth filled with bolder and earth. The surrounding open space will be paved after providing anti-termite treatment with specified chemical emulsion to create vertical shield.		
f)	Waterproofing	Terrace slab, lift machine room top, staircase head room and wet area like kitchen nani trap, bath and WC sunk will be adequately waterproofed with brick bat coba filled with cement mortar mixed with waterproofing compound. It will be applied in the layer of chemical coating on the RCC slab surface followed by brick bat which will be filled with cement mortar mixed with water proofing compound prepared in the ratio of 1:4 cement to sand ratio are overlapped and sealed with IPS cement mortar mixed with water proofing compound prepared in the ratio of 1:4 cement to sand ratio. The surface slab will be prepared in the required gradient to channelize rain water to rain water pipe so as to avoid water logging on any part of the top surface.		
g)	Painting	All external surface of the building will be painted with 2 coats of anti-fungus and water proofing quality Whether Shield paint after feeling crack if any in the plaster with waterproofing compound and internal vertical surface and ceiling other than area proposed to be covered with cladding material in the premises proposed for Residential purpose and premises for common use will be finished with 2 coats of Distemper or luster or satin paint on Gypsum surface after applying putty and primer coat. All the other common area of the building other than area proposed to be covered with cladding material will be covered with lime wash. The M. S. Fabricated component in the building will be finished with Synthetic Enamel paint after applying red oxide and primer coat.		
h)	Electrification	The Electricity will be provided by Adani/Tata Power's nearest source of supply from site by laying adequate capacity cable up to meter room. The separate adequate capacity 3 phase armoured cable will be laid from electric meter cabin to each individual premises and all internal wiring will be concealed up to each power point along with ELCB or MCB as per circuit diagram.		
i)	Plumbing	Plumbing work will be carried out in compliance with the local body byelaws and will be executed under supervision of Registered Licensed Plumber by using material bearing ISI marked or equivalent quality and it will be connected to street connection.		
		i	Drainage downtake	4" Dia Cast iron pipe upto first floor and UPVC/PVC pipe which will be connected to underground sewerage through gully trap.
		ii	Water supply down take	Adequate size UPVC/ CPVC Pipe/PVC
		iii	Underground drainage	Glazed stone ware drainage sewerage line of adequate diameter confirming to local body byelaws with box type encashment.

		iv	Rainwater pipe	4” Dia rain water UPVC/PVC pipe to drain rainwater from the terrace area to rain water storage tank of adequate size or soak in to ground to recharge borewell water.
		v	Vent pipe	2.5” Air vent UPVC/PVC pipe.
		vi	Underground Drainage chamber	Adequate size brick masonry chamber confirming to the Local Body byelaws cladded with Tandoor stone or Tiles or Cuddappa or cement plaster and covered with CI heavy duty cast iron cover.
	Note	:	The Developer reserve the rights to modify the specification as specified hereinabove with an intention to provide better quality of construction and/or to use environment friendly material.	
2) Finishes, Fixtures and Fittings within the premises.				
a)	Living Room	i	Flooring and Skirting	2’ x 2’ Vitrified floor tiles and 3” high skirting.
		ii	Door frame	C. P. Teak wood or WPC door frame made out of 6”x3” or 5”x3” members with provision to mount main door and safety door finished with Melamine polish or French Polish or Enamel Paint.
		iii	Main Door	Water proof flush door covered with laminate or Veneer with Melamine polish from both side mounted on door frame with heavy duty Hinges fitted with Handles, Tower Bolt, Magic Eye, L Drop and Door Magnet.
		iv	Safety Door	Safety door made out of C.P. Teak wood finished with water cutting paint or Enamel Paint having Powder coated M. S. Grill mounted on door frame having heavy duty Hinges, fitted with door Lock, Handle and Tower Bolt.
		v	Aluminum sliding window	Four/Three/Two track Aluminum anodized sliding window made out of ¾” door section having 4/3/2 Shutter fixed with 5 mm clear glass and 1 Shutter fixed with S.S. wire mess (Mosquito net) rested on Granite/Marble window sill.
		vi	M. S. Safety Grill.	M. S. Safety Grill designed to suit building elevation finished with synthetic enamel paints. (As per approved design)
		vii	Name Plate	Decorative name plate designed to suit common passage interior design.
		viii	Electrical & Telecommunication	Electrical power point provided with branded switches at appropriate location as per electrical layout plan.

Points	**No. of Power Point**	**No. of Telecommunication Points**
Light	3	--------1
Fan	2	1
5 Amp Plug Socket	3	1
15 Amp plug socket	2	--
Bell /Video phone	--	
Telephone / Intercom	--	
TV	--	
Foot Light	1	

<table>
<tr><td rowspan="11">b)</td><td rowspan="11">Kitchen</td><td>i</td><td>Flooring</td><td colspan="3">2’ x 2’ Vitrified floor tiles.</td></tr>
<tr><td>ii</td><td>Cladding material</td><td colspan="3">Upto Beam bottom vertical surface will be cladded with ceramic glazed tiles above kitchen platform, and below platform surface will be cladded with 8”x12” white tiles.</td></tr>
<tr><td>iii</td><td>Kitchen platform</td><td colspan="3">27” wide Cudappa stone skeleton fixed with Granite slab on top and on front border embedded therein Stainless steel sink.</td></tr>
<tr><td>iv</td><td>Plumbing Accessories</td><td colspan="3">Plumbing will be concealed of UPVC/CPVC pipe with provision to draw water in Water Purifier fixed with branded middle range CP Sink Cock.</td></tr>
<tr><td>v</td><td>Aluminum sliding window</td><td colspan="3">Three/Two track Aluminum anodized sliding window made out of ¾” door section having 2/3 Shutter fixed with 5 mm clear glass and 1 Shutter fixed with SS wire mess (Mosquito Net) rested on Granite /Marble window sill.</td></tr>
<tr><td>vi</td><td>M. S. Safety Grill</td><td colspan="3">M. S. Safety Grill designed to suit building elevation finished with synthetic enamel paints. (As per approved drawing)</td></tr>
<tr><td rowspan="9">vii</td><td>Electrical & Telecommunication</td><td colspan="3">Electrical power point provided with branded switches at appropriate location as per electrical layout plan.</td></tr>
<tr><td colspan="2">Points</td><td>No. of Power point</td><td>No. of Telecommunication points</td></tr>
<tr><td colspan="2">Light</td><td>2</td><td>--</td></tr>
<tr><td colspan="2">Fan</td><td>1</td><td>--</td></tr>
<tr><td colspan="2">Exhaust fan</td><td>1</td><td>--</td></tr>
<tr><td colspan="2">15 AMP Plug</td><td>2</td><td>--</td></tr>
<tr><td colspan="2">5 AMP. Plug</td><td>2</td><td>--</td></tr>
<tr><td colspan="2">Aqua guard</td><td>1</td><td>--</td></tr>
<tr><td colspan="2">Chimney</td><td>1</td><td>--</td></tr>
<tr><td rowspan="6">c)</td><td rowspan="6">Master Bed Room</td><td>i</td><td>Flooring and Skirting</td><td colspan="3">2’ x 2’ Vitrified floor tiles and 3” high skirting.</td></tr>
<tr><td>ii</td><td>Door frame</td><td colspan="3">C. P. Teak wood door frame made out of 4” x 3” members with provision to mount door finished with water cutting paint or French polish or Enamel Paint.</td></tr>
<tr><td>iii</td><td>Door</td><td colspan="3">Water proof flush door covered with laminates or Veneer with Melamine polish from both side mounted on door frame with heavy duty Hinges and fitted with Cylindrical Lock with keys and Door Magnet.</td></tr>
<tr><td>iv</td><td>Aluminum sliding window</td><td colspan="3">Four/Three/Two track Aluminum anodized sliding window made out of ¾” door section having 4/3/2 Shutter fixed with 5 mm clear glass and 1 Shutter fixed with SS wire mess (Mosquito Net) rested on Granite/Marble window sill.</td></tr>
<tr><td>v</td><td>M. S. Safety Grill</td><td colspan="3">M. S. Safety Grill designed to suit building elevation finished with synthetic enamel paints.</td></tr>
<tr><td>vi</td><td>Electrical & Telecommunication</td><td colspan="3">Electrical power point provided with branded switches at appropriate location as per electrical layout plan.</td></tr>
</table>

			Points		**No. of Power Point**	**No. of Telecommunication Points**
			Light		2	--------1
			Fan		1	1
			5 Amp Plug Socket		2	--
			15 Amp plug socket		2	
			Telephone / Intercom		--	
			TV		--	
			Foot Light		1	
d)	Bathroom and WC attached to Master Bed Room	i	Flooring	12”x12” Antiskid ceramic floor tiles.		
		ii	Cladding materials	Upto beam bottom vertical surface will be cladded with ceramic glazed tiles.		
		iii	Door frame	Marble or Granite double patti door frame.		
		iv	Door	Waterproof flush door covered with Laminate from both side mounted on door frame with Hinges and fitted with Cylindrical Lock with keys.		
		v	Wash basin	Branded quality Wash Basin fixed with CP Pillar Cock, Angle Cock and Bottle Trap.		
		vi	WC Pan	Wall mounted European style WC or Indian WC of branded quality colour to suit bathroom interior with concealed Flush Valve, Jet Spray and Plastic Seat and Cover, 2 in 1 Bib Cock.		
		vii)	Plumbing Accessories	All internal plumbing will be concealed with CPVC pipe fitted with Diverter along with Overhead Shower and Spout, Telephonic Shower.		
		viii	Aluminum louvers	Aluminum anodised window louvers made out of ¾” section fixed with 5 mm frosted glass rested on Granite/Marble window sill with provision to fix Exhaust Fan.		
		ix	M. S. Safety Grill	M. S. Safety Grill designed to suit building elevation finished with synthetic enamel paints.		
		x	Electrical points	Electrical power point provided with branded switches at appropriate location as per electrical layout plan		
				Points		**No. of Power Point**
				Light		2
				5AMP		1
				Exhaust Fan		1
				15 AMP for Geyser		1
e)	Bed Room	i	Flooring and Skirting	2’ x 2’ Vitrified floor tiles and 3” high skirting.		
		ii	Door frame	C.P.Teak wood door frame made out of 4” x 3” members with provision to mount door finished with water cutting paint or French Polish or Enamel Paint.		
		iii	Door	Waterproof flush door covered with laminates or Veneer with Melamine polish from both side mounted on door frame with heavy duty Hinges and fitted with Cylindrical lock with keys and Door Magnet.		
		iv	Aluminum sliding window	Four/Three/two track Aluminum anodized sliding window made out of ¾” section having 4/3/2 Shutter fixed with 5 mm clear glass and 1 shutter fixed with SS wire mess (Mosquito Net) rested on Granite/Marble window sill.		

		v	M. S. Safety Grill	M. S. Safety Grill designed to suit building elevation finished with synthetic enamel paints.		
		vi	Electrical & Telecommunication	Electrical power point provided with branded switches at appropriate location as per electrical layout plan.		
				Points	**No. of Power Point**	**No. of Telecommunication Points**
				Light	2	-
				-Fan	1	-
						-
				5 Amp Plug Socket	2	--
				15 Amp plug socket	2	--
				Telephone / Intercom	--	1
				TV	--	1
				Foot Light	1	--
f)	Common passage	i	Flooring	2’ x 2’ vitrified floor tiles and 3” high skirting.		
		ii	Wash basin	Branded quality wash basin fitted with Pillar cock, stop valve and bottle trap.		
g)	Common Bathroom and WC	i	Flooring	12”x12” Antiskid ceramic floor tiles.		
		ii	Cladding materials	Upto beam bottom vertical surface will be cladded with ceramic glazed tiles.		
		iii	Door frame	Marble or Granite double patti door frame.		
		iv	Door	Waterproof flush door covered with Laminate from both side mounted on door frame with Hinges and fitted with Cylindrical Lock with keys.		
		v	Wash basin	Branded quality Wash Basin fixed with CP Pillar cock, Angle cock and Bottle trap.		
		vi	WC Pan	Wall mounted WC or Indian WC of branded quality colour to suit bathroom interior with concealed Flush valve Jet Spray with Plastic seat and Cover, 2 in 1 Bib Cock.		
		vii	Plumbing Accessories	All internal plumbing will be concealed with CPVC pipe fitted with diverter along with overhead Shower and Spout, telephonic shower.		
		viii	Aluminum louvers	Aluminum adjustable louvers made out of ¾” section fixed with 5 mm frosted glass rested on Granite/Marble window sill with provision to fix Exhaust Fan.		
		xi	M. S. Safety Grill	M. S. Safety Grill designed to suit building elevation finished with synthetic enamel paints.		
		x	Electrical points	Electrical power point provided with branded switches at appropriate location as per electrical layout plan.		
				Points	**No. of Power Point**	
				Light	2	
				5 AMP	1	
				Exhaust fan	1	
				15 AMP for Geyser	1	

3) Common area within building and it's Finishes, Fixtures and Fittings				
a)	Common Passage	i	Flooring	2' x 2' Vitrified floor tiles.
		ii	Electrical points	Adequate Electrical power point will be provided with branded Switches as per electrical layout plan
b)	Staircase	i	Trade and Raiser with landing and midlanding	Vitrified or Kota or Marble Tread & Riser and midlanding, landing 2'x2' vitrified or Kota or Marble tiles or as suggested by our Architect.
		ii	Hand Rail	M. S. Fabricated hand rail finished with synthetic enamel paint.
		iii	Electrical points	Adequate Electrical power point provided with branded switches at appropriate location as per electrical layout plan.
c)	Top Terrace	i	Flooring and Skirting	China Mosaic flooring over Waterproofing.
		ii	Electrical points	Adequate Electrical power point provided with branded switches at appropriate location as per electrical layout plan.
d)	Parking Space in Stilt area	i	Flooring	Heavy duty paver blocks or Checkered floor tiles or Concrete stamping
		ii	Electrical points	Adequate Electrical power point provided with branded switches at appropriate location as per electrical layout plan.
e)	Entrance lobby	i	Flooring	Vitrified Floor tiles fixed in pattern to suit Interior design of Entrance lobby
		ii	Electrical points	Adequate Electrical power point provided with branded switches at appropriate location as per electrical layout plan.
		iii	Name Board	Decorative name board mentioned therein occupant name floor wise.
		iv	Letter Box	Common Letter box for the society.
		v	Intercom	Intercom phone connected to each individual premises.
		vi	Notice Board	Notice Board having sliding glass fixed with glass lock fixed at prominent place.
f)	Electric Meter & Telecommunication Room	i	Flooring and Skirting	Vitrified or Kota or Tandoor stone flooring with 3" high skirting flush with walls or IPS flooring.
		ii	Electric Meter	Electric meter fixed on waterproof quality plywood as per the direction of utility provider.
		iii	Electrical points	Electrical power point provided with branded switches at appropriate location as per electrical layout plan.
	Note :		Electrical Meter Room shall not be provided, in the event Developer choose to provide Bus bar system for electric supply in each premises and install meter on each floor.	
g)	Society Office	i	Flooring and Skirting	2' x 2' Vitrified floor tiles and 3" high skirting.

<table>
<tr><td></td><td></td><td>ii</td><td>Door frame</td><td>C. P. Teak wood door frame made out of 4” x 3” members with provision to mount door finished with Melamine polish French Polish or Enamel Paint.</td></tr>
<tr><td></td><td></td><td>iii</td><td>Door</td><td>Water proof flush door covered with Laminate from both side, mounted on door frame with heavy duty Hinges and fitted with L Drop and Door Magnet.</td></tr>
<tr><td></td><td></td><td>iv</td><td>Aluminum sliding window</td><td>Four/Three/Two track Aluminum anodized sliding window made out of ¾” door section having 3/2 Shutter fixed with 5 mm clear glass and 1 Shutter fixed with SS wire mess (Mosquito Net) rested on Granite/Marble window sill.</td></tr>
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<tr><td>h)</td><td>Bathroom & WC attached to Society Office</td><td>i</td><td>Flooring</td><td>12” x 12” Ceramic floor tiles.</td></tr>
<tr><td></td><td></td><td>ii</td><td>Cladding materials</td><td>Upto beam bottom vertical surface will be cladded with ceramic glazed tiles.</td></tr>
<tr><td></td><td></td><td>iii</td><td>Door frame</td><td>Marble or Granite double patti door frame.</td></tr>
<tr><td></td><td></td><td>iv</td><td>Door</td><td>Waterproof Flush door covered with Sunmica from both side, mounted on door frame with Hinges and fitted with Cylindrical lock with keys.</td></tr>
<tr><td></td><td></td><td>v</td><td>Wash basin</td><td>Branded quality Wash Basin fixed with CP Pillar Cock, Angle Cock and bottle trap.</td></tr>
<tr><td></td><td></td><td>vi</td><td>Plumbing Accessories</td><td>All internal plumbing will be conceal with CPVC pipe fitted with CP Bib cock.</td></tr>
<tr><td></td><td></td><td>vii</td><td>Aluminum louvers</td><td>Aluminum anodised window louver made out of ¾” section fixed with 5 mm frosted glass rested on Granite/Marble window sill with provision to fix Exhaust Fan.</td></tr>
<tr><td></td><td></td><td>viii</td><td>M. S. Safety Grill</td><td>M. S. Safety Grill designed to suit building elevation finished with synthetic enamel paints.</td></tr>
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</table>

<table>
<tr><td rowspan="10">i)</td><td rowspan="10">Bathroom & WC for Visitor & Watchman</td><td>i</td><td>Flooring</td><td colspan="2">12” x 12” Ceramic floor tiles.</td></tr>
<tr><td>ii</td><td>Cladding materials</td><td colspan="2">Upto beam bottom vertical surface will be cladded with ceramic glazed tiles.</td></tr>
<tr><td>iii</td><td>Door frame</td><td colspan="2">Marble or Granite double patti door frame.</td></tr>
<tr><td>iv</td><td>Door</td><td colspan="2">Waterproof Flush door covered with Sunmica from both side, mounted on door frame with Hinges and fitted with Cylindrical lock with keys.</td></tr>
<tr><td>v</td><td>WC Pan</td><td colspan="2">Indian style WC/ European W.C. of branded quality colour to suit bathroom interior with concealed Flush valve.</td></tr>
<tr><td>vi</td><td>Plumbing Accessories</td><td colspan="2">All internal plumbing will be concealed with CPVC pipe fitted with CP Bibcock.</td></tr>
<tr><td>vii</td><td>Aluminum louvers</td><td colspan="2">Aluminum anodised window Louver made out of ¾” section fixed with 5 mm frosted glass and rested on Granite/Marble window sill with provision to fix Exhaust Fan.</td></tr>
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<tr><td>Points</td><td>No. of Power Point</td></tr>
<tr><td>Light</td><td>1</td></tr>
<tr><td rowspan="6">j)</td><td rowspan="6">Lift</td><td>i</td><td>Brand</td><td colspan="2">Schindler/ Kone or equivalent brand</td></tr>
<tr><td>ii</td><td>Capacity</td><td colspan="2">6/8 passenger carrying capacity</td></tr>
<tr><td>iii</td><td>Flooring</td><td colspan="2">PVC heavy duty floor tiles</td></tr>
<tr><td>iv</td><td>Interior finish</td><td colspan="2">M. S. Powder coated Panel fitted with Mirror, Handrail, fan & tube light.</td></tr>
<tr><td>v</td><td>Door</td><td colspan="2">Automatic opening and closing of door at floor level.</td></tr>
<tr><td>vi</td><td>Power backup</td><td colspan="2">Battery packed power supply to bring cabin at the nearest floor in case of power failure (Automatic Rescue Device).</td></tr>
<tr><td colspan="6">4) Safety and Security of the building :</td></tr>
<tr><td>a)</td><td>Close circuit Camera</td><td colspan="4">Close circuit camera at entry and exit point with 7 days recording facility.</td></tr>
<tr><td>b)</td><td>Fire Fighting Arrangements</td><td colspan="4">Fire Hydrant and fire alarm system as per specification prescribed by Chief Fire Officer.</td></tr>
<tr><td colspan="6">5) Infrastructure Development :</td></tr>
<tr><td>a)</td><td>Underground water storage tank</td><td colspan="4">Under ground water storage tank having adequate water storage capacity confirming to the byelaw of local Authority.</td></tr>
</table>

b)	Pump Room	Adequate size pump room equipped with Water Pump either to uplift water from underground tank to overhead tank or deliver water to the respective premises through Hydro Pneumatic Pump with one standby water pump/ Hydro Pneumatic Pump.
c)	Borewell	Borewell facility subject to availability of ground water resources and water quality test report.
d)	Rain water storage tank	Adequate capacity rainwater storage tank with overflow outlet connected to storm water drain / Borewell.
e)	Recreation area	Recreation area developed by landscape Architect with necessary seating arrangements, wherever possible.
f)	Storm water drain	Storm water drain constructed out of UCR Masonry / RCC pardi confirming to the specification provided by local authority.
g)	Compound Wall	Compound wall Constructed out of UCR/ Brick / Block masonry best fit to suit overall elevation of the building
h)	Main Gate with Watchman Cabin	M. S. Fabricated sliding or openable gate with one wicket gate finished with Synthetic Enamel paint.
i)	Cable (Low & High Voltage)	Provision of PVC pipe of adequate diameter will be provided along with inspection chambers at regular interval.
j)	Pipe Gas Connection	Pipe gas connection subject to availability of Mahanagar Gas infrastructure and upon payment of charges along with Security Deposit as may be insisted by the Utility Provider.
k)	Sub Station	As per design and specification provided by Utility Provider if insisted by the Utility Provider.
l)	Compound Paving	Entire compound area will be finished with Chequered tiles or Interlocking Paver Blocks after compacting earth or by Concrete stamping.
m	Compound Lighting	Decorative Compound lights to keep lighted compound area during the night time.
n)	Signage	Adequate signage fixed at prominent place visible to public at large.
	Note :	The Developer reserve the rights to modify the specification as specified hereinabove with an intention to provide better quality of construction and/or to use environment friendly material.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

1. The expenses of maintaining, repairing, redecorating etc. of the building, the main entrance, passages, landings, staircase of the building, the boundary walls of the building, compound, terrace etc. as enjoyed by the Flat Purchaser/used by him in common with the other Flat Purchasers.

2. The expenses of maintaining, repairing the terrace, gutters, rain water pipes of the buildings, water pumps water pipes, lift and electric wires in, under or upon the said building and as enjoyed by the Flat Purchaser/used by him in common with the other Flat Purchasers.

3. The cost of cleaning and lighting the passages, water pump, landings, staircase, lift, common lights and other parts of the said building used by the Flat Purchaser in common as aforesaid.

4. The cost of the salaries of clerks, bill collectors, liftman, chowkidars, pump man, sweepers etc.

5. The cost of working and maintenance of common light, water pump, lift and other service charges.

6. Deposits for the said building's water meter, electric meter, sewer line, etc.

7. Municipal and other taxes such as house tax, water charges, common electricity charges, bills, cess, levy, land revenue N.A. Taxes etc.

8. Insurance of the said building.

9. The maintenance charges, cost, expenses and amounts required for maintenance of street light, sewer line, storm water drain, water lines, internal roads.

10. Such other expense as are necessary or incidental for the maintenance and up keep of the said building and the said Plot referred hereinabove.

The Common Seal of **INTEGRATED SPACES LIMITED** (i.e. the **'DEVELOPER'** is hereunto affixed pursuant to the resolution passed in the meeting of Board of Directors held on the _____ in the presence of **Shri Kantilal Manilal Savla**, Director of the Developer who has signed these presents

in the presence of ... .

1.

2.

For **Integrated Spaces Limited**

Director

SIGNED AND DELIVERED by the

withinnamed **'SOCIETY'**

THE ANDHERI VILE PARLE PUNJABI CO-OPERATIVE HOUSING SOCIETY LIMITED

Through its Constituted Attorney

SHRI KANTILAL M. SAVLA

in the presence of ... .

1.

2.

SIGNED AND DELIVERED BY

the withinnamed **"FLAT PURCHASER/S"**

SHRI/SMT._____)

in the presence of … …. ….)

1.)

2.)

RECEIPT

RECEIVED of and from the withinnamed Flat Purchaser/s on or before execution hereof being the part/full consideration to be paid to us as withinmentioned **:-**

Sr. No.	**Cheque/ RTGS/ NEFT No.**	**Date**	**Bank Name**	**Branch**	**Amount in Rs.**
(Rupees _____ Only)					

Witnesses:
1.

2.

WE SAY RECEIVED
For **Integrated Spaces Limited**

Director

==========

DATED THIS DAY OF 2023

==========

INTEGRATED SPACES LIMITED

... Developer

AND

SHRI/SMT/M/S._____

...Flat Purchaser

AGREEMENT FOR SALE

OF

FLAT/SHOP/OFFICE

No._____ on _____ Floor
in

_____