

**THIS AGREEMENT FOR SALE** made at Mumbai this \_\_\_\_\_day of \_\_\_\_\_ in the Christian Year Two Thousand **EIGHTEEN (2018)** BETWEEN **BRIZEAL REALTORS & DEVELOPERS LLP**, a limited liability partnership Firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at 173/174, Sejal Encasa, S. V. Road, Kandivali (West), Mumbai 400 067, hereinafter referred to as "**the Promoters**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives, executors, administrators and assigns) of the **ONE PART**;

AND

**MR./MS./M/S.** \_\_\_\_\_, residing/ having address at \_\_\_\_\_

\_\_\_\_\_

hereinafter referred to as "**the Purchaser/s**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in case of Individual/s, his/her/their respective heirs, executors, administrators, permitted assigns; in case of a Partnership Firm, the partners for the time being constituting such Firm and the survivors of them and the heirs, executors, administrators of the last surviving partner; and in case of a Company, the successors and permitted assigns) of the **OTHER PART**:

**WHEREAS:**

- a. (i) One Raghunath Sadashiv Patil was the Original Owner of an agricultural land bearing Survey No.47, Hissa No.8, admeasuring 4 ¼ Gunthas and as per the Kami Jast Patrak, the said Survey No. 47, Hissa No.8, is given the corresponding C.T.S.No.817 of Village Kandivali, Taluka Borivali Mumbai Suburban District Mumbai and having an

area admeasuring 413.1 sq. meters, as per property card (hereinafter referred to as the said **First Land**).

- (ii) As recorded in the Mutation Entry No. 342, the said Raghunath Sadashiv Patil died on 23<sup>rd</sup> November, 1939 and the name of his son namely, Atmaram Raghunath Patil was entered in the Record of Rights of the said First Land.
  - (iii) As recorded in the Mutation Entry No.1157, the said Atmaram Raghunath Patil died on 9<sup>th</sup> October, 1961 leaving behind him his wife namely, Annapurnabai Atmaram Patil and two sisters namely, Gulab Raghunath Patil and Kesar Krushnarao Kadwe as his only legal heiresses and accordingly their names were entered in the Record of Rights of the said First Land.
  - (iv) As recorded in the Mutation Entry No.1159, the said First Land was acquired by the Mumbai Municipality Industrial Estate vide an Award bearing No.85/30 /3/1964 in Case No.LAQ/ 102/53 and accordingly name of Mumbai Municipality Industrial Estate was entered in the Record of Rights of the said First Land.
  - (v) The Property Card in respect of the said First Land also stands in the name of Mumbai Mahanagar Palika.
- b. (i) One Lawrence Francis Mendis was the Original Owner of an agricultural land bearing Survey No.47, Hissa No.9, admeasuring 1 Guntha and as per the Kami Jast Patrak, the said Survey No. 47, Hissa No.9, is given the corresponding C.T.S. No.818 of Village Kandivali, Taluka Borivali Mumbai Suburban District Mumbai and having an area admeasuring 203 sq. meters, as per property card (hereinafter referred to as the said **Second Land**).

- (ii) As recorded in the Mutation Entry No.1364, the said Lawrence Francis Mendis died on 13<sup>th</sup> November, 1970 leaving behind him his wife namely, Smt. Anubai as his only legal heiress and accordingly, her name was entered in the Record of Rights of the said Second Land.
- (iii) As recorded in the Mutation Entry No.1554, the said Smt. Anubai Lawrence Mendis died on 15/08/1987 without any issue and therefore the names of her nearest relatives and legal heirs i.e. Ansel Francis Mendis, Enas Francis Mendis, Anton Francis Mendis and Gabriel Francis Mendis, were entered in the Record of Rights of the said Second Land.
- (iv) As mutated in the Mutation Entry No.1586, after the death of Anubai Lawrence Mendis and in view of the Suit No. 32 of 1989 in Testamentary Petition No.254 of 1989 in respect of the Will dated 15<sup>th</sup> August, 1987, the consent terms came to be filed therein and in accordance with the same an order dated 29<sup>th</sup> June, 1990 was passed and in view thereof an order bearing No.637/93 dated 3<sup>rd</sup> May, 1993 was passed by the Mamlatdar and accordingly the names of Heaven Ansel Mendis, Erick Ansel Mendis and Jordan Ansel Mendis were entered and the names recorded vide Mutation Entry No.1554, were deleted from records of rights of the said Second Land.
- (v) As recorded in the Mutation Entry No.1684, the said Jordan Ansel Mendis died on 6<sup>th</sup> August, 1995 leaving behind him his wife namely, Smt. Velankani Jordan Mendis and minor son Andrew Jordan Mendis through guardian Smt. Velankani Jordan Mendis, as his only legal heiress and heirs and their names were entered in the Record of Rights of the said Second Land.
- (vi) In the circumstances herein above, the names of the said Heaven Ansel Mendis, Erick Ansel Mendis,

Smt. Velankani Jordan Mendis and minor son Andrew Jordan Mendis through guardian Smt. Velankani Jordan Mendis, stands recorded in the Record of Rights of the said Second Land.

(vii) The names of the said Heaven Ansel Mendis, Erick Ansel Mendis, Smt. Velankani Jordan Mendis and minor son Andrew Jordan Mendis through guardian Smt. Velankani Jordan Mendis are yet not entered in the Property Card of the said Second Land.

c. (i) One Raghunath Sadashiv Patil was the Original Owner of an agricultural land bearing Survey No.34, Hissa No.6, admeasuring 33 Gunthas and as per the Kami Jast Patrak, the said Survey No.34, Hissa No.6, is given corresponding C.T.S. Nos.819/A, 819/B and 819/C of Village Kandivali, Taluka Borivali Mumbai Suburban District Mumbai and in all having an area admeasuring 10252.50 sq. meters, as per its respective property cards (hereinafter referred to as the said **Third Land**) and the said Raghunath Sadashiv Patil was also an Original Owner of an agricultural land bearing Survey No.33, Hissa No.15, admeasuring 3 Gunthas and as per the Kami Jast Patrak the said Survey No.33, Hissa No.15, is given the corresponding C.T.S. No.855 of Village Kandivali, Taluka Borivali Mumbai Suburban District Mumbai and having an area admeasuring 692.2 sq. meters, as per property card (hereinafter referred to as the said **Fourth Land**).

(ii) As recorded in the Mutation Entry No.342, the said Raghunath Sadashiv Patil died on 23<sup>rd</sup> November, 1939 leaving behind him his son namely, Atmaram Raghunath Patil as his only legal heir and name of the said Atmaram Raghunath Patil was entered in the Record of Rights of the said Third Land and the said Fourth Land.

(iii) As recorded in the Mutation Entry No.543, the said Atmaram Raghunath Patil and Gulab Raghunath

Patil sold the said Third Land and the said Fourth Land to Mohanlal Ramji Thakkar and Harakhchand Motichand by virtue of sale deed dated 5<sup>th</sup> January, 1948.

- (iv) As recorded in the Mutation Entry No.1179, the said Third Land and the said Fourth Land were acquired by the Mumbai Municipality Industrial Estate vide an Award in case No.LAQ/AWD/STT/6077/ 80 on 15<sup>th</sup> January, 1965 and accordingly an order was passed by the Mamlatdar bearing No.LAQ/WS/2517 dated 19<sup>th</sup> January, 1965 and the name of the Mumbai Municipality Industrial Estate was entered in the Record of Rights of the said Third Land and the said Fourth Land.
  - (v) The name of the said Mumbai Municipality Industrial Estate is yet not entered in the Property Cards in respect of the said Third Land and the said Fourth Land.
- d.
- (i) One Kastya Chambhar Bhandari was the Original Owner of an agricultural land bearing Survey No.34, Hissa No.10, admeasuring 34 Gunthas and as per the Kami Jast Patrak, the said Survey No.34, Hissa No.10, is given corresponding C.T.S. No.859 of Village Kandivali, Taluka Borivali Mumbai Suburban District Mumbai and having an area admeasuring 3962.9 sq. meters, as per property card (hereinafter referred to as the said **Fifth Land**).
  - (ii) As recorded in the Mutation Entry No.292, one Lawrence Francis Mendis purchased the said Fifth Land from Kastya Chambhar Bhandari by virtue of a sale deed dated 30<sup>th</sup> October, 1936.
  - (iii) As recorded in the Mutation Entry No.1364, the said Lawrence Francis Mendis died on 13<sup>th</sup> November, 1970 leaving behind him his wife namely, Smt. Anubai Lawrence Mendis as his only

legal heiress and her name was entered in the Record of Rights of the said Fifth Land.

- (iv) As recorded in the Mutation Entry No.1415, the Karwar Maratha Sangh by a sale deed dated 15<sup>th</sup> October, 1974 purchased the said Fifth Land from the said Smt. Anubai Ana W/o Lawrence Mendis, Gabriel Francis Mendis, Ansel Francis Mendis, Anton Francis Mendis, Olga Sabestin Rodriques, Joana James Gracciow and Smt. Pawline John Patel and the name of the Karwa Maratha Sangh was entered in the Record of Rights of the said Fifth Land.
- e. (i) One Kesrinath Purshottam Mhatre was an Original Owner of an agricultural land bearing Survey No.33, Hissa No.12, admeasuring 2 acres and 9 Gunthas and as per the Kami Jast Patrak, the said Survey No.33, Hissa No.12, is given corresponding C.T.S. No.850 of Village Kandivali, Taluka Borivali Mumbai Suburban District Mumbai and having an area admeasuring 9159.4 sq. meters (hereinafter referred to as the said **Sixth Land**).
- (ii) As recorded in the Mutation Entry No.728, Kesrinath Purshottam Mhatre died on 3<sup>rd</sup> April, 1954, leaving behind him his three sons namely, Baburao Kesrinath Mhatre, Anand Kesrinath Mhatre and Shashikant Kesrinath Mhatre as his only legal heirs and accordingly, their names were entered in the Record of Rights of the said Sixth Land.
- (iii) As recorded in the Mutation Entry No.896, the said Baburao Kesrinath Mhatre died on 1<sup>st</sup> November 1957, leaving behind him his four sons namely, Shashikant Baburao Mhatre, Ravikant Baburao Mhatre, Satishkumar Baburao Mhatre and Rishikesh Baburao Mhatre and his wife Laxmibai Baburao Mhatre as his only legal heirs and heiress but as the head of the Joint Family the name of

Shasikant Baburao Mhatre was entered in the Record of Rights of the said Sixth Land.

- (iv) As recorded in the Mutation Entry No. 1050, the said Sixth Land was cultivated by Shri Harishchandra Gopinath Kini and therefore his name was also entered as General Kul/Tenant in Record of Rights of the said Sixth Land.
- (v) As recorded in the Mutation Entry No.1654, Anant Kesrinath Mhatre died on 15<sup>th</sup> April, 1994 and his wife namely, Yashwanti Anant Mhatre had predeceased him on 13<sup>th</sup> May, 1993 leaving behind them their four married daughters namely, Smt. Rajani N Mhatre, Smt. Sarla Arvind Mhatre, Smt.Kanchan Ramesh Pathare and Smt. Sarita Dhanraj Patil, as their legal heiresses and it is further recorded that Bhagwant Kesarinath Mhatre died on 10<sup>th</sup> March, 1992 leaving behind him his wife namely, Smt. Bhamini Bhagwant Mhatre, two sons namely, Kiran Bhagwant Mhatre and Amar Bhagwant Mhatre, two daughters namely, Smt. Sujata Pravin Sahani and Kum. Manisha Bhagwant Mhatre as his only legal heirs and heiresses. It is also further recorded that the said Baburao Kesarinath Mhatre died on 1<sup>st</sup> November, 1957 and his wife namely, Smt. Laxmibai Baburao Mahatre died on 05/05/2000 leaving behind them their four sons namely, Sashikant Baburao Mhatre, Ravikant Baburao Mhatre, Satish Baburao Mhatre and Rishikesh Baburao Mhatre and four daughters namely, Smt. Shubra A. Devlekar, Smt. Kamini S.Panara, Smt. Mandakini S. Juker and Smt. Vinodini D. Mhatre as their only legal heirs and heiresses and the names of the respective legal heirs and heiresses of the deceased were entered in the Record of Rights of the said Sixth Land.
- (vi) As recorded in the Mutation Entry No. 1848, as per the Award dated 31<sup>st</sup> March, 1973 in Case No. LAQ/102/612, the said Sixth Land was acquired by the Mumbai Mahanagar Palika Industrial Estate

and accordingly the name of the Mumbai Mahanagar Palika Industrial Estate was entered in the Record of Rights of the said Sixth Land.

- (vii) As recorded in the Property Card vide an order dated 4<sup>th</sup> June, 2004 of Collector of Mumbai Sub-Urban and an Order dated 1<sup>st</sup> July, 2004 of the City Survey officer, the said Sixth Land bearing C.T.S. No.850 was sub-divided into two parts and accordingly two separate Property Cards came to be issued in respect of the said Sixth Land i.e. C.T.S. No.850A having an area admeasuring 1339.0 sq. meters and C.T.S. No.850/B having an area admeasuring 7243.9 sq. meters, as per property card.
- (viii) The name of the said Mumbai Mahanagar Palika has been entered in the Property Card bearing C.T.S. No. 850A as the owner thereof and the name of the said Mumbai Mahanagar Palika is yet to be entered in the Property Card of Land bearing C.T.S. No.850/B.
- f. As mentioned in **clause (c) (i)** above, there are three separate C.T.S. Nos. 819A, 819B and 819C and in all having an area admeasuring 10252.50 sq. meters and therefore three separate property cards were issued and out of the same, C.T.S. Nos.819A and 819B in both admeasuring 6396.857 sq. meters forms part of the Third Land and the same is declared as the slum area and is notified in the Official Government Gazette dated 9<sup>th</sup> December, 2004 issued by the Government of Maharashtra but as per the demarcation the slum occupied area under the C.T.S. No.819A (part) is having an area admeasuring **6467.50 sq. meters** and under the C.T.S. No.819B (part) is having an area admeasuring **92.75 sq. meters** both aggregates to an area admeasuring **6560.25 sq. meters and is more particularly described Firstly in the Schedule hereunder written.** The portion of the said Third Land is fully encroached by the slum dwellers and/or hutment holders and the said slum dwellers and/or the

hutment holders thereon have themselves formed into a group known as "Shiv Shankar Nagar SRA Co-operative Housing Society Limited" (hereinafter referred to as the **said Society**) with a view to develop the said portion of the said Third Land.

- g. By an Agreement for Sale dated 2<sup>nd</sup> February, 2006 made between M/s. Rajendra Developers Pvt. Ltd., therein called the Vendors of the one part and the said Mr. Anil Vasant Sawant as the partner of one M/s. Shree Sai Leela Builders and Developers (hereinafter referred to as the **said Original Developers**) therein called the Purchasers of the other part, M/s. Rajendra Developers Pvt. Ltd., agreed to sell and/or transfer to the said Original Developers a portion of the said Second Land having an area **admeasuring 97 sq. meters** subject to the rights of the slum dwellers thereon and for the price and upon the terms and conditions therein mentioned.
- h. The Deputy Chief Engineer, SRA issued the L.O.I. dated 1<sup>st</sup> December, 2009 bearing No.SRA/ENG/ 874/ RS/ ML/LOI for the development of the portion of the said Third Land in accordance with the Slum Rehabilitation Act, 1971 and D.C. Regulation No.33 (10) (hereinafter referred to as the **said Scheme**) subject to certain terms and conditions therein mentioned.
- i. The Executive Engineer (SRA- II) issued the I.O.A. dated 3<sup>rd</sup> March, 2010 bearing No. SRA/ENG/2356/RS/ML/AP and sanctioned the Plan for the Composite Building No.2 to be constructed on the portion of the said Third Land subject to certain terms and conditions therein mentioned.
- j. The Executive Engineer (SRA) II issued the Commencement Certificate dated 8<sup>th</sup> June, 2010 bearing No. SRA/ENG/874/RS/ML/AP for construction of the Composite Building No.2 upto plinth level on the portion of the said Third Land.
- k. The Deputy Chief Engineer SRA issued the Revised L.O.I dated 14th September, 2012 bearing No.

SRA/ENG/874/RS/ML/ PL/LOI whereby amalgamating the portion of the said Second Land bearing C.T.S. No. 818 (part) and having an area admeasuring 97.00 Sq. meters being the non slum area with the Portion of the said Third Land being the slum area in the said Scheme subject to certain terms and conditions therein mentioned.

1. Thereafter The Executive Engineer (SRA- II) issued the Amended I.O.A. dated 26<sup>th</sup> September, 2012 bearing No.SRA/ ENG/2356/ RS/ML/AP and sanctioned the Plan for the Composite Building No.2 consisting of three wings to be constructed on the portion of the said Third Land subject to certain terms and conditions therein mentioned.
  
- m. In pursuance of the said General Body Meeting held on 30<sup>th</sup> October, 2013, the said Society passed the resolution for developing the said portion of the said Third Land **and more particularly described Firstly in the Schedule hereunder written** in favour of the Promoters and further passed the resolution whereby authorizing members of the committee to sign and execute the development agreement, irrevocable power of attorney and other relevant documents in favour of the Promoters for the development of the portion of the said Third Lands and members of the committee signed and executed the development agreement and irrevocable power of attorney both dated 9<sup>th</sup> November, 2013 to and in favour of the Promoters for development of the portion of the said Third Land **and more particularly described Firstly in the Schedule hereunder written** under the said Scheme upon certain terms and conditions therein mentioned.
  
- n. The Executive Engineer (W.S) SRA issued the Revised L.O.I. on 19<sup>th</sup> January, 2015 bearing No. SRA/ENG/874/RS/ML/PL/ LOI to the Promoters in respect of the said Scheme on the portion of the said Second Land and the said Third Land upon certain terms and conditions therein mentioned.
  
- o. The Executive Engineer (W.S) SRA issued an Amended I.O.A. dated 19<sup>th</sup> January, 2015 bearing No.

SRA/ENG/874/RS/ML/AP and sanctioned the Plan for the Rehab Building No.2 on the portion of the said Second Land and the said Third Land.

- p. The Executive Engineer –W.S. (SRA) issued an Amended I.O.A. dated 4<sup>th</sup> December, 2015 bearing No.SRA/ENG/2356/RS/ML/AP and sanctioned the Plan with plinth C.C. to extended portion of Rehab Building No.2 on the portion of the said Second Land and the said Third Land for the said Scheme subject to certain terms and conditions therein mentioned.
- q. One M/s. Soni and Associates have filed a Writ Petition bearing No.1752 of 2015 before the Hon'ble High Court at Bombay (hereinafter referred to as the 'said Writ Petition) inter alia challenging an order dated 4<sup>th</sup> February, 2015 passed by the CEO (SRA) and sought reliefs as mentioned in the prayers in the said Writ Petition. The said Writ Petition is pending before Hon'ble High Court, Bombay, for admission.
- r. On 23<sup>rd</sup> December, 2015 the Executive Engineer (SRA) extended the Commencement Certificate bearing No. SRA/ENG/2356/ RS/ML/AP for the Composite Building No.2 to be constructed on the portion of the said Third Land as per the amended plan issued under No.SRA/ENG/ 2356/RS/ ML/ AP dated 4<sup>th</sup> December, 2015.
- s. One M/s. Sanjog Developers have also filed the Commercial Suit No.60 of 2015 against M/s. Soni and Associates, the old developers i.e. one M/s. Shree Sai Leela Builders and Developers, the said Society, CEO SRA and the Promoters, before the Hon'ble High Court, Bombay (hereinafter referred to as the said Commercial Suit) for the reliefs / prayers claimed therein, however no interim reliefs have been sought in the aforesaid Commercial Suit and neither has the same been granted to the said M/s. Sanjog Developers and the said Commercial Suit is pending before the Hon'ble High Court at Bombay.

- t. The Chief Executive Office (SRA) vide his notification dated 12<sup>th</sup> July, 2016 declared that the said Fourth Land admeasuring 692.2 sq. meters and the said Fifth Land admeasuring 200 sq. meters as the slum areas and the same is also notified under the Official Government Gazette dated 13<sup>th</sup> July, 2016 issued by the Government of Maharashtra.
  
- u. In view of the survey the area under the slum Scheme was demarcated i.e. **(1)** on the portion of the said First Land being an adjoining land bearing C.T.S. No. 817 (part), admeasuring 17.50 sq. meters or thereabouts and now having an area admeasuring 22.03 sq. meters in view of what is stated herein below and more particularly described **Secondly in the Schedule hereunder written (2)** on the portion of the land bearing C.T.S. No. 818(part), admeasuring 146.70 sq. meters or thereabouts and more particularly described **Thirdly** in the Schedule hereunder written **(3)** on the portion of the land bearing C.T.S. No.850B (part) admeasuring 55 sq. meters or thereabouts and more particularly described **Fourthly** in the Schedule hereunder written **(4)** on the portion of the land bearing C.T.S. No.855 (part) admeasuring 190.30 sq. meters or thereabouts and more particularly described **Fifthly** in the Schedule hereunder written and **(5)** on the portion of the land bearing C.T.S. No.859(part) admeasuring 187.20 sq. meters or thereabouts and more particularly described **Sixthly** in the Schedule hereunder written.
  
- v. The Lands described in Clauses (f) and (u) are collectively referred to as the said **Lands** and more particularly described in the Firstly, Secondly, Thirdly, Fourthly, Fifthly and Sixthly in the Schedule hereunder written.
  
- w. On 29<sup>th</sup> August, 2016, a survey was conducted by the City Survey Officer, Borivali of the said Lands and the City Survey Officer accordingly demarcated the slum area under the said Scheme. The Slum dwellers on the said Lands have joined the hands with the said Society for joint development and accordingly such slum dwellers became the members of the said Society for the purposes of development of the said Lands in the said Scheme, in

accordance with the Slum Rehabilitation Act, 1971 and D.C. Regulation No.33 (10).

- x. The requisite number of occupants/ slum dwellers of the said Lands have given their respective consents in favour of the Promoters for the implementation of the said Scheme on the said Lands and have also entered into agreements for allotment of permanent alternate accommodation in the Rehab buildings to be constructed on the said Lands.
- y. By an order dated 27<sup>th</sup> January, 2017, an Additional Tahsildar (N.A.) Borivali (II) levied the penalty for the use of agricultural Lands in the said Scheme for non agricultural purposes i.e. for residential and commercial purposes and the Promoters have paid the said penalty for the same on 2<sup>nd</sup> February, 2017.
- z. Pursuant to some disputes and differences that arose between Mr. Sanjay Jain and others on the one hand and other partners of the Promoters on the other hand, such disputes were referred to the sole arbitrator Mr. Prathmesh Kamat, Advocate, appointed with consent of all the parties and thereafter a settlement was arrived between the parties and they filed the consent terms before the said Arbitrator and in pursuance of the said consent terms dated 18<sup>th</sup> November, 2016, the Arbitrator passed an Award dated 18<sup>th</sup> November, 2016, wherein the Promoters have agreed and undertaken to comply with various obligations therein mentioned and have also agreed to pay certain consideration and sell and provide certain constructed premises out of the saleable component to be constructed in the free sale building on the said Lands to various parties as therein mentioned.
- aa. The Chief Executive Office SRA issued the Revised LOI on 9<sup>th</sup> March, 2017 bearing No. SRA/ENG/874/RS/ML/PL/LOI to the Promoters inter alia in respect of the amalgamated lands i.e. the said Lands more particularly described **Firstly to Sixthly** in the Schedule hereunder written and presently the said Lands all form the part of the said Scheme of the said society, subject to the terms and

conditions therein mentioned including the conditions as herein mentioned i.e. to say

- (i) that CTS Nos. 818(pt), 859(pt) and 850B(pt) belongs to private ownership and CTS Nos. 817(pt), 819(pt), 819B(pt), and 855 (pt) belongs to MCGM.
  - (ii) Plot under reference falls under the commercial Zone (C-1) as per Para No.5 of the Revised LOI.
  - (iii) that the Ownership documents in regards to the CTS No.850B having an area of 55 sq. meters shall be submitted and till then the Promoters shall not claim the benefits of the FSI of the aforesaid Plot.
  - (iv) that the Promoters shall restrict the C.C. of Sale BUA of 561.60 sq. meters of land potential of 187.20 sq. meters as certified by the CTSO (Borivali) till the completion of 14(1) proceedings of Slum Act In respect of the CTS No. 859(pt.) in the SR Scheme under reference.
- bb. The Executive Engineer, SRA on 10<sup>th</sup> March, 2017 issued an I.O.A. bearing No. SRA/ENG/3878/RS/ML & PL/AP and sanctioned the plan for Rehab Building No.1 to be constructed on the said Lands in favour of the Promoters subject to certain terms and conditions therein mentioned.
- cc. The Executive Engineer, SRA on 10<sup>th</sup> March, 2017 issued the I.O.A. bearing No. SRA/ENG/3879/ RS/PIL & PL/AP and sanctioned the plan for Sale Building No.3 to be constructed on the said Lands in favour of the Promoters subject to certain terms and conditions therein mentioned.
- dd. The Executive Engineer, SRA on 16<sup>th</sup> March, 2017 issued the Commencement Certificate bearing No. SRA/ENG/3878/RS/ML& PL/AP in favour of the Promoters for Rehab Building No.01 upto plinth level to be constructed on the said Lands subject to certain terms and conditions therein mentioned.
- ee. The Executive Engineer, SRA on 16<sup>th</sup> March, 2017 issued the Commencement Certificate bearing No.

SRA/ENG/3879/RS/ML & PL/AP & PL/AP in favour of the Promoters for Sale Building No.03 upto podium level to be constructed on the said Lands, subject to certain terms and conditions therein mentioned.

ff. As mentioned in the recital e (i) to (vii) the said Sixth Land belongs to the said Mumbai Mahanagar Palika Industrial Estate and it is sub-divided into two parts being C.T.S. No.850A and 850B, However the Revised LOI on 9<sup>th</sup> March, 2017 wrongly refers that the said C.T.S. No.850B is of private ownership. As such the Promoters have by their amendment application dated 20.6.2017 made to the SRA sought correction to the said Revised LOI on 9<sup>th</sup> March, 2017 in connection with the aforesaid.

gg. The Chief Executive Office (SRA) vide his notification dated 5<sup>th</sup> June, 2017 declared that the Portion of the said First Land and having an area admeasuring 22.03 sq. meters and more particularly described **Secondly** in the Schedule hereunder written and the Portion of the said Second Land and an area admeasuring 146.70 sq. meters and more particularly described **Thirdly** in the Schedule hereunder written are the slum areas and the same are also notified under the Official Government Gazette dated 7<sup>th</sup> June, 2017 issued by the Government of Maharashtra.

hh. The Chief Executive Officer SRA issued the Revised L.O.I. on 3<sup>rd</sup> April, 2018 bearing No. SRA/ENG/874/RS/ML/PI/LOI to the Promoters for the S.R. Scheme on Plot bearing C.T.S. No.818 (part) and 819 (part) with amalgamation of adjoining plots bearing C.T.S. Nos. 817 (part), 819B(part), 850B(part), 855 (part) and 859 (part) of Village: Kandivali, situated at Shankarpada Dahanukarwadi, Kandivali (West), Mumbai for 'Shiv Shankar Nagar SRA CHS. Ltd., whereby considered and approved for the sanctioned FSI of 4.016 in accordance with provisions of Appendix –IV of Reg.33 (1) of amended DCR 1991 and further subject to the terms and conditions therein mentioned including the conditions as herein mentioned i.e. to say.

(i) that CTS Nos. 818(pt), 859(pt) and 850B(pt) belongs to private ownership and CTS Nos.

819(pt), 817(pt)., 819B(pt), and 855 (pt) belongs to MCGM.

- (ii) that the Promoters shall submit the layout approval before the further C.C. to the Sale Building No.3 in the layout.
  - (iii) that the Promoters shall not claim benefit of FSI for CTS No.850B having an area of 55 sq. meters till the ownership document is not submitted by the Promoters.
  - (iv) that the Promoters shall restrict the C.C. of the Sale BUA of 748.80 Sq. mtr. of the Land Potential of 187.20 sq. mtrs as certified by the CTSO (Borivali) till the completion of 14(1) proceedings of Slum Act In respect of the CTS No. 859(pt.) in the SR Scheme under reference.
  - (v) That the Promoters shall submit Ownership documents / Registered Conveyance Deed for CTS No. 818(pt) & 859 (Pt) before further C.C. to Sale Building in the S.R. Scheme under reference.
- ii. The Executive Engineer, SRA vide his letter dated 5<sup>th</sup> April, 2018 bearing No.SRA/ENG/3838/RS/ML & PL/AP granted the approval for amended plans submitted by Architect of Promoters for Rehab Building No.1 , to be constructed on the said Lands subject to the terms & conditions mentioned therein.
- jj. The Executive Engineer, W.S SRA vide his letter dated 5<sup>th</sup> April, 2018 bearing No.SRA/ENG/3839/RS/ML & PL/AP granted the approval for amended plans submitted by Architect of Promoters for Sale Building No. 3, to be constructed on the said Lands subject to the terms & conditions mentioned therein.

- kk. The Executive Engineer, SRA -2 under No. SRA/ENG/3878/RS/ML & PL/AP on 9<sup>th</sup> April, 2018 re-endorsed the Commencement Certificate for Rehab Building No.1 as per the amended plans issued on 5<sup>th</sup> April, 2018
- ll. The Executive Engineer, SRA-2 under No. SRA/ENG/3879/RS/ML & PL/AP on 9<sup>th</sup> April, 2018 re-endorsed the Commencement Certificate for Sale Building No.3 as per the amended plans issued on 5<sup>th</sup> April, 2018
- mm. The Executive Engineer, SRA-2 under No. SRA/ENG/2356/RS/ML /AP on 9<sup>th</sup> April, 2018 re-endorsed the Commencement Certificate for Composit Building No.2 as per the amended plans issued on 5<sup>th</sup> April, 2018
- mm. In the circumstances herein above, the Promoters are well and sufficiently entitled to develop the said Lands by constructing thereon the rehab and sale building/s.
- nn. The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters will develop the said Lands by constructing the multistoried building/s and other structures thereon (as may from time to time be permitted to be constructed) in a phased manner as per the sanctioned and/or revised amended plans with such modifications thereto as the Promoters may from time to time determine and as may be approved by the concerned local bodies and authorities and the program/s of such phased development will be determined by the Promoters at their own discretion.
- oo. The Promoters hereby represent that as per the sanctioned plans, the Promoters are constructing the Rehab residential cum commercial building Nos. 1 and 2, Balwadi/anganwadi, welfare center, Society office etc., on the portion of the said Lands and also the free sale residential building No.3 (referred as sale building) by utilizing the FSI generated out of the said Lands in terms of the said revised L.O.I. dated 9th March, 2017 and Revised L.O.I dated 3<sup>rd</sup> April, 2018, and further Revised LOI as and when issued. The salient features of the scheme approved by the SRA as per the Revised LOI dated 9th

March, 2017 is for utilizing the FSI of 2.998 (Two Point Nine Eight Only) and further Revised LOI dated 3<sup>rd</sup> April, 2018, approved for utilizing the FSI of 4.016 (Four Point Sixteen Only) of the said Lands as therein mentioned. The sale building to be known as "SIDDHA-SEABROOK" and the said sale building is proposed to be consisting of Ground plus 8th level podium Plus from 9th level/floor upto 15th (pt) Habitable Floor, residential 16th upto 21st Habitable Floors, thereafter Fire check floor and service floor area, after residential 22nd (pt) upto 33rd Habitable Floor and further floors upto 54 floor as permitted to be constructed for consuming the F.S.I and fungible FSI upon the payment of the Fungible premium and one Jain temple will be permitted to construct on the sale building as and when additional and/or further (one) F.S.I is available for construction of the further floors in accordance with the sanctioned plans and/or further amended plans as may be approved, by the Slum Rehabilitation Authority (SRA) from time to time as herein mentioned. The layout plan of the said lands on which portion the said Rehab building Nos. 1 and Composite Building No. 2 to be constructed and Sale building to be constructed is annexed hereto as herein below mentioned.

- pp. The Promoters have entered into a standard agreement with an Architect DOT Architect, Mr. Manoj Vishwakarma, registered with the Council of Architects and has also appointed J.W. Consultant LLP, Pune as the Structural Engineers for preparing structural designs, drawings and specifications of the rehab and sale building/s under the said SRA Scheme to be constructed on the said Lands and the Purchaser/s herein accept the professional supervision of the said Architect and the said Structural Engineer till the completion of the sale buildings and the completion of the construction thereof under the said SRA Scheme unless otherwise changed.
- qq. A copy of certificate of title issued by **VIMLA & Co.**, the Advocates & Solicitors, showing the nature of title of the Promoters to the said Lands, on which the proposed flat/s are being constructed.

- rr. The copies of the following documents are attached hereto as **Annexure “1” to “6”**:
- (i) LOI dated 9<sup>th</sup> March, 2017 being Annexure-1
  - (ii) Revised LOI dated 3<sup>rd</sup> April, 2018 being Annexure – 1(A).
  - (iii) Amended A.O.I dated 10<sup>th</sup> March, 2017 being Annexure-2.
  - (iv) Letter dated 5<sup>th</sup> APRIL, 2018 whereby Amending the Plan being Annexure – 2(A).
  - (v) Commencement Certificate dated 16<sup>th</sup> March, 2017 being Annexure-3 with an reendorsed on 9<sup>th</sup> April, 2018 as per the amended plan dated 5<sup>th</sup> April, 2018 for Sale Building.-
  - (vi) Layout of the Land showing the demarcation of the Portion of Land of Sale building being Annexure-4 along with revised layout of the Land showing the demarcation of the portion of the Land of Sale Building being Annexure – 4(A)
  - (vii) 7/12 Extracts, 6/12(Mutation Entries) and the Property Cards in respect of the said Lands being Annexure-5-collectively.
  - (viii) Title certificate of Vimla & Co., Advocates & Solicitors being Annexure-6.
- ss. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the Promoters to the said Lands and the building/s to be constructed on the said Lands and he/she/they shall not be entitled to further investigate the title or raise any matter relating to the title of the said Lands and no requisition or objection shall be raised by the Purchaser/s in any manner relating thereto.
- tt. While sanctioning the said plans, Slum Rehabilitation Authority and/ or MCGM and/or government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters, while developing the said Lands and upon due observance and performance of which, only the Occupation and the Building Completion Certificates in

respect of the sale building/s shall be granted by the Slum Rehabilitation Authority.

- uu. The Promoters have registered under provision of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "**the Said Act**") with the Real Estate Regulatory Authority at Mumbai/Maharashtra under No. P51800008859. The copy of the registration certificate of the Promoters are hereto annexed and marked as **Annexure-7**. The Purchaser/s has/have taken the inspection of the same from the Regulatory Authority and further, the relevant details relating to the project undertaken by the Promoters and as herein above mentioned are also displayed on the website of the said Authority and the Purchaser/s has/have also demanded from the Promoters and the Promoters have given inspection to the Purchaser/s of all the documents of title relating to the said Lands, approvals of the buildings, names of the contractors, architects, structural engineers etc., plans, designs and specifications prepared in respect of the said sale building/s and of such other documents as are specified under the said Act and the Rules made there under.
- vv. After taking inspection as aforesaid and after satisfying himself/herself and/or themselves with the title of the Promoters to carry out development of the said Lands, the Purchaser/s has/have agreed to acquire from the Promoters on ownership basis in accordance with the terms and conditions of this Agreement, the said Premises (as hereinafter defined) comprised in the sale building/s to be constructed on the said Lands with full notice of and on the basis of the terms conditions and provisions contained in the LOI, Revised LOI, I.O.A. Amended I.O.A., documents, papers, plans and/or amended plans, orders, schemes, etc. referred to hereinabove and subject to the terms and conditions hereinafter appearing;
- ww. The Promoters are entitled to sell and/or transfer the said Premises (as hereinafter defined) to the Purchaser/s in view of the aforesaid and the Promoters are entitled to realize and appropriate the sale proceeds in respect

thereof.

- xx. Under Section 13 of the said Act, the Promoters are required to execute a written agreement for sale in respect of the said Premises (as hereinafter defined) with the Purchaser/s, being in fact these presents and also to register the said agreement under the Indian Registration Act, 1908.
- yy. The Purchaser/s has/have thus requested the Promoters to sell to the Purchaser/s a Flat/ Flat with attached terrace and/or other premises bearing No. \_\_\_\_\_ on the \_\_\_\_\_ floor admeasuring \_\_\_\_\_ sq. ft. carpet area as defined under section 2(k) of the said Act, with the right to use car Parking space under automated multilevel car parking system in Podium levels in the sale building known as "**SIDDHA – SEABROOK**" and to be constructed on the said Lands and more particularly shown and surrounded by red colour boundary lines on the floor plan annexed hereto and marked as **Annexure-8** (hereinafter the said Flat/ Flat with attached terrace and/or other premises and Parking space under automated multilevel car parking system in Podium levels, are collectively referred to as the "**said Premises**").
- zz. The Purchaser/s has/have entered into this Agreement with full knowledge of all the terms and conditions contained in the documents, papers, plans, orders, schemes, etc., recited and referred to above.
- aaa. Relying upon the declarations and agreements herein contained, the Promoters have agreed to sell to the Purchaser/s the said Premises at the lump sum price of Rs. \_\_\_\_\_/= (Rupees \_\_\_\_\_ Only) after deducting therefrom the TDS @ 1% as per the prevalent provisions of the Income Tax Act, 1961 as amended upto date which comes to Rs. \_\_\_\_\_/= (Rupees \_\_\_\_\_ Only) and on the terms and conditions hereinafter appearing.

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

1. The recitals hereinabove shall form an integral part of this Agreement as if the same are incorporated herein verbatim in the operative part hereof and to be interpreted and construed and read accordingly.

2. The Promoters shall in phase wise manner construct on the said Lands, multistoried sale building/s being the Residential building/s known as **“SIDDHA - SEABROOK”** (hereinafter for referred to as the **sale building/s** or **said building/s**), and/or such building/s as per the layout and building plans sanctioned and /or as per the revised amended layout and building/s plans to be approved and sanctioned by the SRA as per the DC Rules and Regulations and the sanctioned plans and/or amended plans which have been seen and approved by the Purchaser/s, with the full and clear knowledge that the Promoters shall be entitled to do such variations and modifications in the sanctioned plans, as may be consider necessary or as may be required by the concerned authorities or Government, to be made in them. It is hereby agreed by and between the parties hereto that the Promoters shall be entitled to make variations or amendments or modifications in the said layout and building/s plans as it may deem fit, provided that the same does not adversely affect the said Premises agreed to be purchased by the Purchaser/s. As part of such variation, amendment or modifications in the layout and/or in building plans the Promoters may change the location of the said building/s or any one or more of them and the Promoters may also construct additional areas by constructing additional wings and/or additional floors to one or more of the said building/s and may also construct further buildings on the said Lands as may be approved by the concerned authorities. The Purchaser/s hereby expressly consent/s to the Promoters for making variations or modifications in the said layout and building/s plans as it may deem fit, so long as the same does not adversely affect the said Premises. The Promoters shall not be required to take any further permission of the Purchaser/s for the same. The consent hereinabove given by the Purchaser/s shall be considered as the Purchaser/s' consent contemplated by Section 14(2) of the Act.

3. The Purchaser/s declares that:

(i) the Purchaser/s has/have taken inspection of all relevant documents and has satisfied himself/herself/themselves fully in respect of the Promoters' title to the said Lands prior to the execution of this Agreement and the Purchaser/s do and each of them/doth hereby accept the same and agree/s not to raise any requisition or objection/s relating thereto at any stage.

(ii) the Purchaser/s has/have read and understood and is fully aware of the terms and conditions of the said LOI, Revised L.O.I, I.O.A./ Amended I.O.A. C.C. etc., the Promoters' rights, liabilities there under and in respect of the said Lands and the said sale building and also in respect of the rights reserved for the common areas in the said sale building including but not restricted to the reserved area i.e. the Mandir which shall, absolutely belong to the Promoters and neither the Purchaser/s nor his/her/their nominees and neither the Society/Organization of the purchasers of flats in the sale building to be formed and registered in terms hereof, shall have any right, title, interest and claim therein and the Purchaser/s hereby accord his/her/their express "No Objection" thereto and further hereby agree/s to accept the said terms and conditions unconditionally and absolutely and further that the Promoters have agreed to sell and transfer the said Premises to the Purchaser/s, expressly relying on the assurance and declaration of the Purchaser/s to that effect and as hereinabove mentioned.

(iii) the Purchaser/s has/have been informed by the Promoters and is/are aware that notwithstanding what is agreed herein, for the use of the car parking spaces, the Purchaser/s may be charged parking fees on such basis as may be decided by the Promoters at their absolute discretion and the Purchaser/s shall not dispute the same and/or delay payment of such charges on any pretext whatsoever.

(iv) the Purchaser/s has/have been informed by the Promoters that the percentage of the undivided interest of

the Purchaser/s in demised Lands shall be in proportion of the area of the said Premises agreed to be sold hereunder to the total area of the sale building and have been further informed that the proportionate share of the Purchaser/s in the said common / limited common areas and facilities is liable to be increased or decreased in the event of there being change in the building plans and further that the apportionment of the proportionate price towards the common / limited common areas and facilities as herein mentioned, is only notional and the same is not subject to change, even if the percentage of undivided share of the said Premises in the common/limited common areas and facilities increases or decreases and the said Premises is being sold to and purchased by the Purchaser/s with all the appurtenant rights for the lump sum price as herein mentioned and the Purchaser/s hereby expressly consent/s to such changes in the said share and hereby expressly authorizes the Promoters to so increase or decrease the said share of the said Premises and/or of the Purchaser/s in the said common areas and facilities and limited common areas and facilities of the said sale building and the Purchaser/s hereby irrevocably agree/s to accept such share including if changed as aforesaid.

(v) the Purchaser/s shall have right title and interest in respect of the said Premises only and shall have no right title or interest in respect of the area reserved for by the Promoters herein in any manner whatsoever.

4. The Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser/s the said Premises, being Flat/ Flat with attached terrace and/or other premises bearing No. \_\_\_\_\_ on the \_\_\_\_\_ floor admeasuring \_\_\_\_\_ sq. ft. carpet area as defined under the section 2(k) of the said Act, with right to use ..... car Parking space under automated multilevel car parking system in Podium levels in the sale building known as “**SIDDHA – SEABROOK**” being constructed on the said Lands and the said Premises is more particularly shown and surrounded by **RED** colour on the floor plan annexed hereto and annexed and marked as **Annexure-8** (hereinafter the said Flat/ Flat with attached terrace and/or other premises and the Parking space under

automated multilevel car parking system in Podium levels are collectively referred to as the “**said Premises** ”) with the amenities therein a per the list annexed hereto, at the lump sum price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) including the proportionate price of the common areas and facilities appurtenant to the said Premises in terms of the list annexed hereto (after deducting the applicable TDS @ 1% in accordance with the provisions of the Income Tax Act, 1961 as amended upto date). The Purchaser/s shall deposit TDS so deducted in the government treasury by furnishing challan-cum-statement in Form No.26QB to the Director General of Income-tax (System) or to the person authorized by him in this behalf, within seven days from the end of the month in which the deduction is made, and issue a TDS certificate in Form No.16B to the Promoters within fifteen days from the due date for furnishing the challan-cum-statement in Form No.26QB, after generating and downloading the same from the web portal specified by the Director General of Income-tax (System) or the person authorized by him, so as to enable the Promoters to give credit to the Purchaser/s for the same. The lump sum consideration as herein mentioned shall be paid by the Purchaser/s to the Promoters in the following manner:

<b>Sr. No.</b>	<b>Payment Schedule</b>	
A	On Booking	10%
B	On Execution of Agreement	5%
C	On Commencement of Work	5%
D	On Completion of Plinth (Foundation)	10%
E	1st Floor (Parking Floor)	4%
F	3rd Floor (Parking Floor)	4%
G	5th Floor (Parking Floor)	4%
H	7th Floor (Parking Floor)	4%
I	9th Floor (Residential Floor)	2%
J	11th Floor (Residential Floor)	2%
K	13th Floor (Residential Floor)	2%
L	15th Floor (Residential Floor)	2%
M	17th Floor (Residential Floor)	2%
N	19th Floor (Residential Floor)	2%
O	21st Floor (Residential Floor)	2%
P	23rd Floor (Residential Floor)	2%
Q	25th Floor (Residential Floor)	2%
R	27th Floor (Residential Floor)	2%
S	29th Floor (Residential Floor)	2%

T	31st Floor (Residential Floor)	2%
U	33rd Floor (Residential Floor)	2%
V	35th Floor (Residential Floor)	2%
W	37th Floor (Residential Floor)	2%
X	39th Floor (Residential Floor)	2%
Y	41st Floor (Residential Floor)	2%
Z	43rd Floor (Residential Floor)	2%
AA	45th Floor (Residential Floor)	2%
BB	47th Floor (Residential Floor)	2%
CC	49th Floor (Residential Floor)	2%
DD	51st Floor (Residential Floor)	2%
EE	Top Slab (Residential Floor)	2%
FF	Flooring	3%
GG	On Possession	5%
	<b>Total</b>	<b>100%</b>

It is however expressly agreed by and between the Promoters and the Purchaser/s that the building plans are presently sanctioned upto 43 floors and the Promoter expect to construct a building up to 54 floor and above in view of their expectation for increase in F.S.I of the proposed scheme and accordingly have proposed the payment schedule as aforesaid. However, in the event of there being no increase in F.S.I as aforesaid and the building proposed to be constructed on the said Lands is only upto \_\_\_\_ floors then in that event the payment towards the installments mentioned in clause 4 sub-clauses (AA) to (EE) shall be paid by the Purchaser along with the installment payable as mentioned in clause 4 sub-clause (Z) above and the Purchaser expressly agrees and undertakes to pay the same.

The time for payment of each of the installments is of the essence of the contract and the Purchaser/s shall be liable to pay to the Promoters interest @ 12 % per annum on all amounts due and payable by the Purchaser/s under this Agreement, if any such amount remains unpaid for a period of seven (7) days or more after becoming due in terms aforesaid and hereunder.

5. The Purchaser/s are aware that as per prevalent statute, GST is leviable/applicable on the purchase price payable hereunder and consequently the amount of each installment payable by the Purchaser/s to the Promoters in respect of this transaction, shall proportionately increase to the extent of the liability of such taxes. The Purchaser/s hereby undertake(s) to pay

the amount of the GST along with each installment from the effective date and further shall not dispute or object to the payment of such statutory dues. The Promoters shall not be bound to accept the payment of any installment unless the same is paid along with the amount of GST applicable thereon and the Purchaser/s shall be deemed to have committed default in payment of amount due to the Promoters hereunder if such payment is not accompanied with the applicable Service Tax/VAT etc., Provided Further that, if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government, any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Promoters in respect of this transaction and/or the aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Promoters shall not be liable to pay the same in any manner whatsoever.

6. The Purchaser/s agree/s and undertake/s to pay all the amounts payable under this agreement within Seven (7) days from the date of Promoters intimating to the Purchaser/s that the amount is due and payable and the Purchaser/s shall without any objections or requisitions as regards to the payment of the amount payable as per the intimation, make due payment of the same and further the Promoters are not bound to give any further notice/intimation as a reminder and further in absence of any such reminder shall not be deemed as an excuse for non payments of any amounts on the due dates.

7. Without prejudice to the right of the Promoters to receive interest @ 12% per annum on the delayed payments, if the Purchaser/s commit default (a) in payment of any of the installments aforesaid on their respective due dates (time being the essence of the contract) and/or (b) in observing and performing any of the terms and conditions of this Agreement and if the default continues **on any three instances**, inspite of 15 days notice to be sent by Promoters to the Purchaser/s (prior to the Purchaser/s taking possession of the said Premises), the Promoters shall be at liberty to terminate this Agreement in terms of these presents and as hereinafter stated.

8. On the Purchaser/s committing default on the due dates **(on any three instances)** in respect of payment of any installment of the amounts due and payable by the Purchaser/s to the Promoters under this Agreement (including non-payment of GST etc., levied under the relevant statutes) and upon the Purchaser/s committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled at its own option to terminate this Agreement.

Provided always that the power of termination herein before contained shall not be exercised by the Promoters, unless and until the Promoters shall have given to the Purchaser/s' 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it has intended to terminate the Agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within 15 (fifteen) days after receipt of such notice.

In the event of termination of this agreement as aforesaid, the consequences hereinafter set out shall follow:

(a) the Purchaser/s shall cease to have any right or interest in the said Premises or any part thereof;

(b) The Promoters shall be entitled to sell the said Premises at such consideration and on such terms and conditions to such other person or party as the Promoters may in their absolute discretion deem fit and the Purchaser/s shall not be entitled to question such sale or to claim any amount from the Promoters.

(c) the Promoters shall refund to the Purchaser/s the amount paid by the Purchaser/s to the Promoters in pursuance of this Agreement after deducting therefrom-

(i) 20% of the purchase price/earnest money of the said Premises (which is to stand forfeited by the Promoters towards predetermined liquidated damages for default on the part of the Purchaser/s);

- (ii) the taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Premises upto date of termination of this Agreement.
- (iii) the amount of interest payable by the Purchaser/s to the Promoters in terms of this Agreement from the dates of default in payment till the date of termination of this agreement.
- (iv) the Purchaser/s agree/s that receipt of the said refund vide Cheque from the Promoters by the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in these presents, whether the Purchaser/s accept/s or encash/es the Cheque or not, will amount to due refund by the Promoters in terms of these presents.

9. The fixtures, fittings and amenities to be provided by the Promoters in the said Premises are as per the list annexed hereto and marked as **Annexure- "9"** and the details of common areas and facilities appurtenant to the said Premises shall be as per the list annexed hereto and marked as **Annexure- "10"** and such common amenities shall be provided, subject to the terms and conditions herein mentioned.

10. The Promoters shall be entitled to avail loans from financial institutions and/or Banks etc., for development of the above building/s on the aforesaid Lands in which the said Premises is situated, against the security of the premises forming part of the sale building, subject however that any such mortgage and/or charge created by the Promoters shall not adversely affect the rights of the Purchaser/s in respect of the said Premises agreed to be sold to him/her/them hereunder and in terms of these presents.

11. The Promoters hereby agree that:

- (i) The Promoters hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by SRA and/or other concerned local authority at the time of sanctioning the said plans or thereafter and shall, before

handing over possession of the said Premises to the Purchaser/s, obtain from the concerned local authority, occupation certificate and/or part occupation certificate in respect of the new building in which the said Premises is situated. It is agreed that after the receipt of the Occupation Certificate, all such obligations shall be complied and performed by the Purchaser/s alongwith other purchasers of premises in the building.

(ii) The Promoters shall deliver the possession of the said Premises to the Purchaser/s after the said Premises is ready for use and the Occupation Certificate is issued by SRA and/or any other competent authority, provided that all the amounts due and payable by the Purchaser/s under this Agreement have been paid to the Promoters from time to time without committing any default in payment thereof and the Purchaser/s has/have complied with and/or have observed and performed all the terms and conditions of this Agreement. The Purchaser/s shall take possession of the said Premises within a period of 15 (fifteen) days from the date of the Promoters giving written notice to the Purchaser/s intimating that the said Premises is ready for use and occupation.

(iii) The Promoters before causing the execution of lease of the Portion of the Land underneath the sale building or the said Lands in favour of the Society or the Societies as the case may be, make full and true disclosure of the nature of its title to the said Lands as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Lands and shall, as far as practicable, ensure that the leasehold rights in respect of the Portion of the Land underneath the sale building or the said Lands is free from all encumbrances.

12. (i) The possession of the said premises shall be delivered by Promoters to the Purchaser/s on or before 30<sup>th</sup> June, 2021;

(ii) Notwithstanding anything contained to the contrary herein, the Promoters herein shall not incur any liability, if it

is unable to deliver possession of the said Premises by the aforesaid date if the completion of the scheme/project is delayed by reason of (i) non-availability of steel and/or cement or other building materials or water supply or electric power or (ii) by reason of water, civil commotion, any act of God, or (iii) if non-delivery of possession is as a result of any notice, order, rule or notification of the Government and/or any other Public or Competent Authority or of the Court or any change in any existing rule, notification etc., or (iv) for any other reason beyond the control of the Promoters and in any of the aforesaid events the Promoters shall be entitled to the reasonable extension of time for giving delivery of possession of the said Premises .

13. If the Promoter fails to abide by the time schedule for completing the said Real Estate Project i.e. the said Building and for handing over the said Premises to the Purchaser/s on the possession Date (save and except Force Majeure, then the Purchaser/s shall be entitled to either of the Following:-

- (i) Call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter (**“Interest Notice”**) to pay Interest Rate for every month of delay from the possession date of the Consideration paid by the Purchaser/s. the interest shall be paid by the Promoter to the Purchaser/s till the date of offering to hand over of the possession of the said Premises by the Promoter to the Purchaser/s; **OR**
- (ii) The Purchaser/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter (**“Purchaser/s Termination Notice”**). On the receipt of the Purchaser/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Purchaser/s Termination Notice by the Promoter, the Promoter shall refund to the

Purchaser/s the amounts already received by the Promoter under this Agreement with interest thereon at Interest Rate to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Purchaser/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or Car Park/s and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper.

In case if the Purchaser/s elects his/her/their remedy under sub-clause (a) above then in such a case the Purchaser/s shall not subsequently be entitled to the remedy under sub-clause (b) above.

- (iii) It is agreed that upon the termination of this Agreement by the Purchaser/s, the claim of the Purchaser/s shall be restricted to refund of monies to be paid with simple interest as herein above mentioned and that the Purchaser/s shall not be entitled to claim any amounts towards loss, damages and/or mental trauma or otherwise. Neither party shall have any other claim against the other in respect of the said Premises and/or arising out of this Agreement and Promoters shall be at liberty to sell and dispose off the said Premises to any other person at such price and upon such term and conditions as Promoters may deem fit.
- (iv) If as a result of any legislative order or regulation or direction of the Government or Public Authorities or for any natural calamity for any other reason beyond the control of the Promoters, the aforesaid sale building is not completed and/or the possession of the said Premises is not given to the Purchaser/s, the only responsibility and liability of Promoters will be to pay over to the Purchaser/s

and the other persons who may have purchased or who may purchase hereafter, the premises in the said sale building, the total amount that may be received by the Promoters but without any interest thereon and save as aforesaid neither party shall have any right or claim against the other under or in relation to this Agreement, or otherwise howsoever. The amount so refunded shall be in full and final satisfaction and settlement of the claim of the Purchaser/s under this Agreement. The Purchaser/s agree that receipt of the said refund by cheque from the Promoters by the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in these presents, whether the Purchaser/s accept/s or encash/es the Cheque or not, will be considered as refund of the said amount in terms of these presents.

- (v) The Promoters shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the sale building is complete and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to the variation cap of 3% (three percent). The total price payable for the carpet area of the said Premises shall be recalculated upon confirmation by the Promoters. It is expressly agreed that if there is any increase in the carpet area allotted to Purchaser/s, the Promoters shall demand the additional amount from the Purchaser/s towards consideration, which shall be payable by the Purchaser/s prior to taking possession of the said Premises. It is clarified that all monetary adjustments as envisaged in this Clause shall be made at the same rate per square feet and computed on the basis of the total consideration as mentioned in Clause 4 of this Agreement.

- 14. (i) The Purchaser/s shall take possession of the said Premises within 15 (fifteen) days of the Promoters giving

written notice to the Purchaser/s informing that the said premises is ready for use and occupation.

(ii) Upon possession of the said Premises being delivered to the Purchaser/s, he/she/it/they shall be entitled to the use and occupy the said Premises and thereafter he/she/it/they shall have no claim against the Promoters in respect of any item of work or amenities in the said Premises or otherwise in the said sale building/s, which may be alleged not to have been carried out or completed.

(iii) Provided that if within the defect liability period specified under the said Act, the Purchaser/s bring/s to the notice of the Promoters any structural defect in the said premises or the building in which the said premises is situated or the material used therein or any unauthorized change in the construction of the said new building, then, wherever possible such defects or unauthorized changes shall be rectified by the Promoters, as per the said RERA Act, at their own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Promoters reasonable compensation for such defect or change. However, if the Purchaser/s carry out any alteration or addition or change in the said premises and/or the said new buildings without obtaining prior written permission of the Promoters and the concerned authorities wherever required, the liability of the Promoters shall come to an end and the Purchaser/s alone shall be responsible to rectify such defect or change at his/her/their own cost/s.

(iv) The Purchaser/s shall take possession of the said Premises within a period of 15 days of the Promoters giving written notice to the Purchaser/s intimating that the said premises is ready for use and occupation. On the expiry of a period of 15 days from the date of such notice in writing given by the Promoters to the Purchaser/s that the said Premises is ready for use and occupation, irrespective of whether the possession of the said Premises is taken or not in accordance with the provisions

of this Agreement, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the built up floor area of the said premises) of all outgoing in respect of the said Lands and the said sale building namely local taxes, property tax, betterment charges, lease rent, lease premium, if any payable to the MCGM or such other levies by the concerned local authority and/or government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, security staffs, sweepers and other expenses necessary and incidental to the management and maintenance of the said Lands or such part thereof and the said sale building/s thereon, until the society and/or societies is formed and registered in respect of the sale building/s together with the land underneath thereof and/or the said Lands together with the new building/s thereon (save and except the reserved area as herein mentioned) is leased to the said society and/or such societies by the SRA or the concerned authorities as the case may be. Furthermore, if on the expiry of 15 (fifteen) days from the date of the aforesaid possession notice and for any reason whatsoever, the Purchaser/s fails to take exclusive physical possession of the said Premises, the Purchaser/s shall become liable to pay holding charges @ Rs.20/- per square feet of carpet area of the said Premises per month to the Promoters.

(v) The Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Purchaser/s further agree/s and undertake/s that the Purchaser/s shall pay to the Promoters provisional monthly contribution of Rs.13/- per sq. ft. per month towards outgoings and maintenance expenses. However, the Purchaser/s shall before taking possession of the said Premises pay to the Promoters the said sum of Rs.13/-per sq. feet per month for the period of 12 (twelve) months maintenance charges as advance payment of maintenance charges. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters till the necessary vesting/transfer document is executed in favour of the said society and/or the other societies as the case may be, subject to provision of the said Act and/or the relevant

rules and regulations in connection therewith. On such vesting/transfer document being executed, subject to deductions to be made if any, the Promoters shall transfer the balance amount to and in favour of the society or the societies. In case of the deficit of the maintenance charges as herein mentioned above then in such case the Purchaser/s shall further pay his proportionate share of outgoings and after the 12 months either Purchaser/s shall pay further advance 6 (six) months maintenance charges or shall pay regularly on or before the 5<sup>th</sup> day of each and every month in advance as may be decided by the Promoters and shall not withhold the same for any reason whatsoever.

15. The Purchaser/s shall at the time of delivery of possession of the said premises pay to the Promoters the following amounts:-

- (i) Rs. 30,000/- (Rupees Thirty Thousand only) being agreed amount towards the legal charges;
- (ii) Rs. 650/- (Rupees Six Hundred only) towards share application money and admission fees of Society ;
- (iii) Rs. 20,000/- (Rupees Twenty Thousand only) towards the formation & registration of the Society;
- (iv) Rs. 25,000/- (Rupees Twenty Five Thousand only) for water meter, electric meter, towards costs of electric sub-station, cables, sewage connection;
- (v) Rs. 1,10,000/- (Rupees Seventy Five Thousand only) towards development charges and betterment charges;
- (vi) Rs. 10,000/- (Rupees Ten Thousand Only) towards Piped Gas Connection

Total Rs: ...../- (Rupees ..... Only); and

- (vii) Applicable amount towards GST and/or and any other tax on any name whatsoever in respect of this transaction, if

any, payable by Promoters to the prescribed authority will in addition to the sale price agreed to be paid by the Purchaser/s to the Promoters in terms of these presents.

16. The Promoters shall, without being accountable to utilize the sum as mentioned in Clause 15(i) and (iii) paid by the Purchaser/s for meeting all legal costs, charges and expenses including professional cost of attorney at law, Advocates and Solicitors of the Promoters in connection with formation of the Society, the cost of preparing its rules, and regulations and the bye – laws and the cost of preparing and engrossing this Agreement, and the Lease Deed etc. The Promoters also shall without having to render any account of whatsoever nature either to the Purchaser/s or the society shall utilise the sum specified in Clause 15(iv) and (vi) for the purposes mentioned herein.

17. The Promoters shall maintain a separate account in respect of sums mentioned in Clause 15 (ii) and the advance maintenance as received under clause 14(v) above from the Purchaser/s on account of share money and for maintenance charges respectively shall utilize the amounts only for the purposes for which they have been received.

18. The Promoters may, at their sole discretion, construct a clubhouse, swimming pool, and other social and recreational facilities within the said Lands and in the said sale building (hereinafter referred to as the “**said Club**”), intended for use and enjoyment of all purchaser/s of the said building/s. If constructed, the said Club shall be made available to the Purchaser/s after possession the said Premises has been offered to the Purchaser/s as herein above, SUBJECT HOWEVER TO the payment of such charges as may be decided by the Promoters and FURTHER SUBJECT TO the Purchaser/s paying the payment of Rs...../- being the one time membership fees for enjoying the facilities provided in the club as per the rules and regulations framed by the Promoters as herein mentioned.

Also FURTHER SUBJECT TO the payment of the usual user charges fixed by the Management of the Club from time to time for the facilities used and also SUBJECT TO Rules and Regulations framed by the Promoters for the use of the same. For

the sake of clarity it is reiterated that the possession the said Premises shall have no connection and co-relation with the said Club becoming operational and the Purchaser/s shall not raise any claim or objection in this regard.

19. The Promoters may, at their sole discretion, construct a Temple and other social and recreational facilities within the said Lands and in the said sale building (hereinafter referred to as the “**said Mandir**”), and if constructed said Mandir shall be managed by Jain Community and the Promoters AND the Purchaser/s not object for the worship to the Goddesses on any ground including the nuisance, annoyances etc., and the said Mandir shall be SUBJECT TO Rules and Regulations framed by the Promoters for the use of the same. For the sake of clarity it is reiterated that the possession the said Premises shall and will always be with the Promoters and the Promoters either forming the Trust or otherwise as the case may be and the Purchaser/s shall not raise any claim or objection in this regard. but the proportionate property tax in respect of the said Mandir shall be paid by the Promoters or the Trust formed by the Promoters as the case may be and the Promoters or the said Trust will be entitled to be the regular member of the said Society as and when the same shall be formed and registered. It is further agreed that under no circumstances whatsoever the Society or any Member shall have right to pass any such resolution which adversely affect the rights of the Promoters or the said Trust of the Promoters for any activities carried thereon including but not limited to the religious or any social activities as per the object of the Trust to be formed by the Promoters and It is further agreed that neither the Society or any person or persons on behalf of the society or its members shall object any such activities as herein states or the use thereof as the Mandir or its access to the general on any ground whatsoever. The said Mandir and the land appurtenant thereto shall for all purposes of this agreement be deemed to be the area reserved by the Promoters for the purposes aforesaid and all references to the **reserved area** in this agreement shall be deemed to mean and include the aforesaid Mandir and the land appurtenant thereto. This being the fundamental undertaking given by the Purchaser to the Promoters and its Trust as and when the same being formed and relying on the said undertaking only the Promoters have agreed to sell the said Premises to the Purchaser.

20. The Promoters shall have a first charge and lien on the said premises in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement.

21. It is hereby expressly clarified, agreed and understood between the parties hereto that:

(i) The Promoters do and each of them doth hereby declare that no part of the FSI relating to the said Lands have been utilized by the Promoters elsewhere for any purpose whatsoever;

(ii) The entire unconsumed and residual F.S.I., T.D.R. etc., if any in respect of the said Lands and the entire increased, additional and extra F.S.I./T.D.R. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the statute, D.P. Plan, Rules, Regulations and bye-laws governing the loading and utilization of FSI and/or due to merger and amalgamation of the SRA Scheme of the said Lands with any other SRA Scheme/s and as also the F.S.I. which may be available till the completion of the entire project in all respect i.e. till obtaining the Building Completion Certificate of all the sale building/s to be constructed in phase wise manner on the said Lands or on the portion of the said Lands on any account or due to any reason whatsoever, including on account of handing over to the SRA or the Government or the Municipal Corporation of Greater Mumbai any set back area and/or due to any change in law, rules or regulations, shall absolutely belong to and be available to the Promoters alone and neither the Purchaser/s herein, nor the society and/or the societies being formed and registered of the sale building/s shall have or claim any rights, benefits or interest whatsoever in respect thereof including for use and consumption thereof and/or make any claims on the ground of inconvenience and/or blockage of light and/or ventilation and/or density and curtailment of environment and/or water and electricity etc., and/or in any manner whatsoever;

(iii) The Promoters have full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR, respectively for construction on any property in Greater Mumbai as may be permitted by law, including the said Lands, for the purpose of extending the new building/s thereon and/or for constructing any new and additional structures and floors thereon and/or otherwise howsoever, as it may desire and deem fit and proper;

(iv) The Promoters shall also be entitled to use, utilize and consume the TDR obtained or to be obtained by it from any other outside property, for construction on the said Lands in any manner it deems fit and proper and as may be legally permitted, whether now or at any time in future, including after execution of the lease deed or any other vesting document in respect of the said Lands or any part thereof, as aforesaid; and the Purchaser/s and/or the society being formed and registered of the sale building/s shall not be entitled to use or consume the same at any time, even after execution of lease or any other document vesting the title in respect of the said Lands or any part thereof, in favour of the such society or the societies.

(v) The top terrace of the Sale building is agreed to be left open to the sky for further and additional constructions thereon by the Promoters in future at any stage and/or time in terms of what is stated in the aforesaid clause. Neither the Purchaser/s nor such society nor its members will have any right to use or have any claim right title or interest of whatsoever nature in the said top terrace, until the completion of the scheme/project in its entirety and as mentioned hereinabove;

(vi) The society as formed shall admit as its members all purchasers of such new and additional premises in the said sale building/s.

(vii) All such new and additional premises, floors, buildings and structures shall absolutely and exclusively belong to the Promoters and the Purchaser/s or the society

shall have not claim any rights, title, benefits or interests whatsoever in respect thereof and the Promoters shall be entitled to deal with, sell, let or otherwise dispose off and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as they may in their sole and absolute discretion deem fit and proper and neither the Purchaser/s nor such society shall raise any dispute or objection thereto and the Purchaser/s hereby grant/s his/her/their irrevocable consent/s to the same;

(viii) The Purchaser/s shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this clause 21 (including all its sub-clauses) or to the Promoters exercising its rights as mentioned herein, nor shall he/she/they claim any abatement or reduction in the purchase price due to the same nor shall they claim any compensation or damages from the Promoters due to the same and on any ground whatsoever including on the ground of any inconvenience or nuisance which may be caused as a result of the Promoters putting up and effecting such new and additional construction as mentioned hereinabove;

(ix) The Promoters shall have unfettered full, free and complete right of way and means of access over, along, across and under all internal access roads at all times of the day and night for all purposes and either on foot or with or without carts, carriages, motor-cars, motor-cycles, motor-trucks or other vehicles either laden or unladen or with or without horses and other animals as well as full, free and complete right to store building material on any portion of the said Lands or the said Lands for the purpose of carrying on construction of the said building/s as well as for the purpose of constructing additional floors or additional structures on the said lands for consuming the unconsumed F.A.R. (F.S.I.) of the said Lands and also full, free and complete right and liberty to lay and connect drains, pipes, electricity, telephone, telegraph, fax, cables and the equipment of other amenities and service facilities for full and proper use and enjoyment of the said Lands and/or the neighbouring Land or the Lands that may have

been or that may hereafter be agreed to be purchased or taken for development by the Promoters or have merged the SRA Scheme with the neighbouring SRA Scheme or in the same vicinity and if necessary to connect drains, pipes, cables etc., of the additional floors or additional structures to be constructed on the said Lands as well as of the buildings and structures constructed or to be constructed on such neighboring lands or Lands under, over or along the said internal roads or on any portion of the said Lands. Specific and suitable provisions to that effect shall be made in the instrument of transfer i.e. lease deed, hereby contemplated in favour of the Society or other societies. The Purchaser/s hereby unconditionally and expressly consent/s to the same.

(x) The Promoters shall have unfettered right to amalgamate or to amalgamate the said SRA Scheme with any other adjoining SRA Scheme in the same vicinity as the Promoters may deem fit and proper and at their own discretion and the Purchaser hereby gives his/her/their irrevocable consent for the same.

(xi) The provisions of this clause shall always be the essence of this Agreement.

22. The Promoters shall be entitled to enter into agreements with other Purchaser/s in respect of unsold premises forming part of their respective allocations for any other permissible user in that behalf in such manner and on such terms and conditions as it may deem fit without affecting or prejudicing the rights of the Purchaser/s in the said Premises.

23. The name of the building shall be **“SIDDHA -SEABROOK”** and the name plate on the building shall and will always be the **SIDDHA- SEABOOK developed by “SEJAL- SIDDHA PROJECT”** and neither the Purchaser/s nor the society or other societies of Purchaser/s be entitled to change it under any circumstances whatsoever.

24. The Purchaser/s is/are aware that the Promoters may either itself and/or through its purchaser/s and/or nominees or any of them jointly and/or separately give the unsold premises or any

reserved area on leave and licence and/or lease basis to banks or other institutions and/or any other party on such terms and conditions as it may deem fit and such leave and licence/lease or other writings shall be binding on the Purchaser/s and consequently on the society or other societies to be formed and registered. Neither the Purchaser/s nor such Society or any other societies will be entitled to object to the same and/or to charge any additional amount in the form of non-occupancy charges or otherwise. The Purchaser/s shall also not at any time vote in any meetings of the said society or other societies in favour of any resolution levying any charges on such premises after such society or other societies is/are formed and this covenant shall be incorporated in the ultimate lease to be executed in this regard in favour of such society or other societies or shall be separately recorded in such deed/s document as the Promoters may decide.

25. The Purchaser/s himself/herself/itself/ themselves with intention to bind all persons into whosoever hands the said Premises may come, doth hereby covenant/s with the Promoters as follows:

(a) **TO MAINTAIN** the said Premises at Purchasers' costs in good tenable repair and condition from the date the possession of the said Premises is taken/ the said Premises is notified by the Promoters as being ready for use and occupation and shall not do or suffer to be done anything in or to the sale building/s in which the said Premises is situated, and also in the stair-case or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the building/s in which the said Premises is situated and the said Premises or any part thereof.

(b) **NOT TO STORE** in the said Premises or any other part of the said sale building/s or on any portion of the said Lands or in parking space/s any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said sale building/s or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passages or any other structure of the said sale building/s, including

entrances of the said building/s and in case of any damage is caused to the said sale building/s or the said Premises on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

(c) **TO MAINTAIN** from the date the said Premises is notified by the Promoters as being ready for use and occupation, at his/her/its/their own cost/s, the said Premises and to carry out all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which they were delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the said sale building/s or the said Premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned Promoters local authority and/or other public authority.

(d) **NOT TO DEMOLISH** or cause to be demolished the said Premises or any part thereof, not at any time make or cause to be made any addition or alteration in the said Premises /elevation and outside colour scheme of the said sale building/s and to keep the portion partitions, sewers, drains and pipes in the said Premises and appurtenances thereto in good tenable repair and condition and in particular so as to support shelter and protect the other parts of the said building/s and the Purchaser/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Partis or other structural members in the said Premises without the prior written permission of the Promoters and/or the Society as when formed and registered. In case on account of any alterations being carried out by the Purchaser/s in the said Premises (whether such alterations are permitted by the Promoters, Concerned Authorities or not) there shall be any damage to the adjoining premises or to the premises situated below or above the said Premises (inclusive of leakage of water and damage to the drains) the Purchaser/s shall at his/her/its/their own cost/s and expenses repair such damage (including recurrence of such damages).

(e) **TO ABIDE BY** all the Bye-laws, Rules and Regulations of the Government, BMC, Reliance energy and all other Local and Public Bodies and Authorities and shall attend to, answer and will be responsible for all actions for violation of any such Bye-laws or Rules or Regulations.

(f) **NOT TO THROW** dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said land and the said sale building/s.

(g) **NOT TO** enclose terrace attached to the said Premises and make them a part of room/hall. The Purchaser/s has/have been clearly informed that the terrace attached to the said Premises has been approved by the MCGM as an open terrace shall further not cover any elevation features or chajjas if any, attached to the said Premises and make a part of the said Premises for the use of the room/hall. These elevation features shall continue to remain as elevation features.

(h) **PAY TO** the Promoters within 7 days of demand by the Promoters his/her/itself share of security deposit demanded by the Concerned Local Authority or Government for giving water, Electricity or any other service connection to the said sale building/s.

(i) **TO BEAR** and pay from 15 days from the date of intimation to take the possession of the said Premises, his/her/its/their proportionate share that may be determined by the Promoters from time to time, of Outgoings in respect of the said Lands including the insurances, all taxes, water charges, charges for installation, repairs and maintenance of common lights, charges for sweepers, watchmen and security service, sanitation, additions and alterations, paintings, colour, washing, etc. and all other expenses incidental to the management of the said sale building/s. Such payment shall be made by the Purchaser/s on or before the 5<sup>th</sup> day of each and every calendar month in advance whether demand therefore is made or not,

(j) **NOT TO LET**, transfer, assign, or part with the Purchaser/s interest or benefit factor of this Agreement or the said Premises or part with the possession of the said Premises or any part thereof until all the dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid up and possession of the said Premises has been duly handed over by the Promoters to the Purchaser/s and only if the Purchaser/s has not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtained permission in writing of the Promoters for the purpose. Such transfer shall be only in favour of the Transferee as may be approved by the Promoters. In the event of any contravention of what is stated hereinabove in this sub-clause the Promoters shall be entitled (but not bound) at its option to terminate this Agreement hereof and/or to treat any person who is placed in possession of the said Premises as a trespasser and to deal with him accordingly including without prejudice to charge compensation from the Purchaser/s the said person on account of such breach.

(k) **TO OBSERVE AND PERFORM** all the rules and regulations which the condominium/Co-operative Society/Limited Company of the Flat holders in the said sale building/s may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said sale building/s and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the Concerned Local Authority and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises in the said sale building/s and shall pay and contribute regularly and punctually towards the taxes, lease rent, expenses or other outgoings in accordance with the terms of this Agreement.

(l) **TO REMOVE** any obstruction or nuisance that may be caused by the Purchaser/s in the premises / sale building/s /the said Lands, forthwith on being called upon to do so by the Promoters /society and in the event the Purchaser/s failing to remove the said obstruction/nuisance, it may be removed by the Promoters/ society at the costs and consequences of the concerned Purchaser/s.

(m) **TO GIVE ALL FACILITIES**, assistance and co-operation as may be required by the Promoters/society from time to time and at all times hereafter, to maintain, repair, renovate and/or replace any common area/facilities/ amenity/service line/infrastructure of and/or relating to any of the sale building/s or premises on the said Lands including by temporarily suspending (if necessary) the use, occupation and/or enjoyment of the rights (if any) that may have been granted by the Promoters (such as parking vehicles, enjoying any particular open/enclosed space etc.) for such periods during which the maintenance, repairs, renovation and/or replacement if being carried out, without seeking any rebate and/or compensation for or in respect of the same. Till lease in respect of the portion of the Land underneath the sale building/s or the said Lands is executed the Purchaser/s shall permit the Promoters and their Surveyors and Agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Lands or part thereof and the said sale building/s or any part thereof to view and examine the state and condition thereof.

(n) **TO OBSERVE AND PERFORM** all the terms and conditions and covenants to be observed and performed by the Purchaser/s as set out in this Agreement (including in the recitals thereof). If the Purchaser/s neglect/s, omit/s or fail/s to pay for any reason whatsoever to the Promoters the amounts payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time specified for the payment thereof or if the Purchaser/s shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to, within a period of **seven (7)** days from receipt of a written notice from the Promoters calling upon the Purchaser/s to make the said payment and/or comply with the said covenants and stipulations the Purchaser/s shall be liable to pay to the Promoters such compensation as may be reasonably determined by the Promoters in the event of noncompliance by the Purchaser/s with the said notice the Promoters shall be entitled to proceed against the Purchaser/s in accordance with the terms of this Agreement and applicable provisions of Law.

(o) **NOT TO DO** or omit, suffer or permit to be done any act, deed, matter or thing in relation to the said sale building/s or any portion/s thereof which may or is likely to in any manner affect, prejudice or jeopardize the development rights held by the Promoters and/or the F.S.I. layout plans, orders and/or permissions and sanctions pertaining to the entire said Lands or pertaining (in common) to said sale building/s or which may in any manner cause any damage or injury to the rights/interest of the Promoters and/or the persons who have purchased/hold premises, parking spaces and other premises and spaces in the said sale building/s.

(p) **NOT TO PUT UP** or install box grills outside the windows of the said Premises or in any other manner do any other act which would in the opinion of the Promoters or society, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the said sale building/s.

(q) **TO MAINTAIN** the external elevation of the building in the same form as constructed by the Promoters and shall in any manner whatsoever and not to put up, under any circumstances, any construction or enclose the flower beds which have been permitted (approved) free of F.S.I in the plans already approved.

(r) **TO INSTALL** air-conditioner/s only in the space/s provided in the said Premises for the same, if the Purchaser/s desire/s to install air conditioner/s of a type which or any part, unit or component of which will protrude/project substantially outside the said Premises, or be required to be affixed / installed outside the said Premises, the Purchaser/s shall install/affix the same only after obtaining from the Promoters prior written permission to do so and shall strictly observe and comply with all the terms and conditions, if any, which may imposed by the Promoters in respect of the same.

(s) **TO KEEP** upon the receipt of the possession of the said Premises insured against loss or damage by fire or any other calamities for the full value thereof.

(u) In case Reliance Energy Ltd., or any competent authority requires/demands construction of sub-station before supplying necessary electricity or domestic load to the proposed building,

the cost, charges and expenses thereof shall be borne and paid by all the Purchaser/s in proportion to the area of their respective flats agreed to be acquired by him/her/them.

(v) **NOT TO OBJECT** even if the society is formed and registered as aforesaid, the management of the said sale building/s by the Promoters as herein mentioned through its own agencies and shall pay regularly the charges and/or outgoings in respect of the services provided by the said agency or agencies of the Promoters.

(w) **NOT TO** put up any hoardings, neon signs, display boards or otherwise any advertising material in any part of the said sale building/s whether inside or outside or in the compound, save and except a reasonably sized name plate/board at the entrance of the said Premises.

(x) **SHALL NOT** be entitled to any rebate and/or concession in the price of his/her/their said Premises on account of the construction of any other building/s and/or structure and/or the changes, alterations and additions made in the building or buildings or structures or on account of any advertisement/hoarding put on the said lands and/or the new building/s and/or any part thereof.

(y) **NOT TO OBJECT or** obstruct the construction and/or worship carried out in respect of the said Mandir and/or to the use thereof by members of the general public and the same shall be managed by the Promoters or the Trust of the Promoters as they may deem fit and proper and the said rights shall and will be reserved by the Promoters as and when the lease of the said Lands is given in favour of the society as and when the same is formed and registered.

26. Notwithstanding any other provisions of this Agreement the Promoters shall be entitled in their sole and absolute discretion:

(ii) To formulate the basis of usage of parking spaces and charges to be levied for such usage as mentioned in this agreement.

- (iii) The Promoters shall be entitled to decide the terms and conditions and the rate/charge/levy on which the parking of cars in the open or in the basement/podium shall be allowed. The Purchaser/s agree/s that the Promoters shall have the exclusive right to decide the terms and conditions, rate of parking charges, timing of parking, place of parking and subject to availability of space and that the Purchaser/s shall not be entitled to demand any additional car-parking spaces. The Promoters shall further have the right to reserve such number of parking spaces as the Promoters may in their absolute discretion decide to be used for parking of any person or persons or for any particular event without any let, hindrance, demand from the Purchaser/s or through or in under or in trust for the Purchaser/s.
  
- (iv) the Promoters shall prior to giving the possession of the said Premises to the Purchaser, earmark the areas for purposes of displaying hoarding /advertisements, neon signs, Dish Antenna/s, Relay Station/s for Cellular and satellite communication on the external and internal walls, roofs, top terrace, common corridors, common lifts, staircases, lobbies, entrances, atriums and all the common areas and passage. However the same shall not obstruct ingress and egress of Purchaser/s to the said Premises and/or to the building in which the same is situated. The Promoters shall have full right, absolute authority, and unfettered discretion to sell, transfer, lease and/or grant on leave and license basis and/or other create third party rights in respect thereof and enter into suitable arrangement/s or agreement/s with any person/s in connection therewith and on such terms and conditions as the Promoters deem fit and to receive/collect such contract monies/rents, fees as consideration thereof from such person/parties/allottees. The Promoters shall be entitled to be allotted shares in the Society proposed to be incorporated of the premises or other Premises in respect of such areas. The Promoters shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Purchaser/s or such Society and neither the Purchaser/s, nor such Society shall at any time raise any dispute or objection in this regard. It is agreed that the

aforesaid rights in favour of the Promoters shall be treated as a covenant running with the land and shall form part of the lease deed when executed in favour of such Society. It is hereby expressly agreed that in case of vertical expansion of the sale building by way of additional floor/s, the Promoters shall be entitled to shift the water tank/s, Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications, etc. either over and above such additional floor/s and/or extension or such other place/s as may be convenient to the Promoters and the Purchaser/s and/or such Society shall not be entitled to raise any objection and/or create any hindrance in respect thereof in any manner whatsoever.

- (v) the Promoters shall be entitled to become the Member of such society to be formed by the Promoters, in respect of all the unsold premises together with the Purchasers of the other premises in the said sale building/s known as **"SIDDHA-SEABROOK"**.
- (vi) the Promoters if necessary shall become the member of such society in respect of the rights and benefits conferred on it herein or otherwise as the case may be. If the Promoters transfers, assigns and/or disposes off such rights and benefits at anytime to anybody, the assignees, transferees and/or the Purchaser/s thereof shall become the members of such society in respect of the said rights and benefits. The Purchaser/s herein and such society will not be entitled to raise any objection to admit such assignees or transferees as the member/s of such society and shall not charge any fees or other amounts' therefrom ,save and except share money and entrance fee.
- (vii) To have a society of the Premises of the Purchasers formed and constituted as contemplated in terms of LOI and Revised LOI or any other approval etc., herein and the Purchaser/s hereby agree/s and undertake/s to become a member of such Society along with the other premises purchaser/s.
- (viii) (a) Unless it is otherwise agreed by and between the parties hereto, the Promoters shall within a period of

**twelve** months of formation and registration of the society of the sale building/s and on sale of all the Premises in the said sale building/s or within such extended time as the SRA and/or MCGM deem fit, cause to be demised to such Society the portion of the said Lands together with the sale building constructed thereon and to cause to convey the **SIDDHA-SEABOOK** building together with lease or any such vesting documents in respect of the portion of the said Lands underneath the said sale building/s or the said Lands (excluding the reserved area), from the SRA in favour of such society or societies being formed and registered, as the case may be. Such vesting documents shall be executed keeping in line with all the terms and provisions of this Agreement.

- (b) At the time of registration of the vesting documents the Purchaser/s shall pay to the Promoters, the Purchaser/s' share of stamp duty and registration charges payable, if any, by the society on the vesting or any document or instrument of transfer in respect of the portion of the said Lands underneath the said sale building/s or the said Lands (save and except reserved area) and the said sale building/s in the favour of the said society.
- (ix) The power and authority of such society or the Purchaser/s herein and other Purchaser/s shall be subject to the overall power, control and authority of the Promoters in all the matters concerning the sale building/s and other construction on the said Lands, the construction and completion thereof and all amenities pertaining to the same and in particular the Promoters shall have absolute authority and control as regards the unsold premises, etc., and the disposal thereof.
- (x) At the time of execution of the vesting document in respect of the portion of the said Lands underneath the said sale building/s or the said Lands (excluding the reserved area) and the sale building/s, any rules framed under any relevant statute and/or under any order, notification or ordinance whatsoever and by whatever name called, shall be complied with by the Purchaser/s and/or such society in consultation and co-operation with the Promoters and all

costs, charges and expenses, if any that may have to be incurred in connection therewith shall be borne, and paid by the Purchaser/s and/or such society.

- (xi) VIMLA & Co., Advocates and Solicitors of the Promoters shall prepare all deeds, and/or documents inter alia to be executed in pursuance of this agreement.

These terms being of essence and the Purchaser/s being fully aware of its importance, do hereby agree/s the same and the Promoters shall in the interest of all premises /holders in the sale building/s and for the purpose of effective management of the sale building/s it is desirable that the Promoters be vested with these power and authority. The Purchaser/s hereby agree/s and undertake to sign and execute such papers and applications for the formation and registration of the such society and for becoming a member and duly fill in, sign and return to the Promoters within 10 days of the same being forwarded by the Promoters to the Purchaser/s so as to enable the Promoters to form and register such society.

27. The Purchaser/s hereby agree/s, undertake/s and covenant/s with the Promoters that neither he/she/they, nor the Society (as and when formed) shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoters under this Agreement or any other deed, document or writing that may be entered into and executed between the parties hereto and the Purchaser/s and such society shall be bound and liable to render to the Promoters all necessary assistance and co-operation, to enable it to exercise and avail of the same.

28. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said Premises and/or of the said Lands and/or building or any part thereof, The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them and all rights of ownership in all open spaces, parking spaces, external walls, glazing, cladding, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoters until the portion of the said Lands underneath the said

sale building/s or the said Lands and the said sale building/s is/are demised and/or transferred to such Society as herein mentioned, which in any case shall be subject to the rights of the Promoters as agreed to and specified herein and of the other allottees/purchasers of said Premises as herein stated.

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

30. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s under certificate of posting to his/her/their address given below;

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

31. The Stamp duty and Registration Charges in respect of and incidental to this Agreement and all other documents to be executed in pursuance of this agreement shall be borne and paid by the Purchaser/s alone and the Purchaser/s alone will be liable to pay all the interest, penal interest penalty, if any, to be payable to the stamp authorities or any other authorities if any documents including this agreement is found to be insufficiently or improperly stamped or otherwise howsoever.

32. This Agreement shall always be subject to the provisions of The Real Estate (Regulation and Development) Act, 2016 and the rules made under there from.

33. The Purchasers and/or the Promoters shall present this Agreement at the proper registration office for Registration within the time limit prescribed by the Registration Act and admit execution thereof.

34. Any dispute between the parties shall be settled amicably. In the case of failure to settle the dispute amicably, the same shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act 2016.

35. The rights and obligations of the parties under or arising out of this agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts in Mumbai shall have jurisdiction in respect of and in connection with this agreement. .

36. The Permanent Account Nos. of the parties hereto is as under:-

NAME	PAN NOS.
M/s. BRIZEAL REALTORS & DEVELOPERS LLP	
PURCHASER/S	

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

**THE SCHEDULE ABOVE REFERRED TO:**

**Firstly:** All that piece and parcel of land situated lying and being at Shankarpada, Dahanukarwadi, Linking Road, Kandivali (West), Mumbai, bearing Survey No. 34, Hissa No.6 corresponding to C.T.S. Nos. 819/A and 819/B of Village Kandivali, Taluka Borivali Mumbai Suburban District Mumbai and both having an area admeasuring 6396.857 sq. meters forms Part of the said Third Land and the same is declared as the slum area and is notified as such in the Official Government Gazette dated 9<sup>th</sup> December, 2004 issued by the Government of Maharashtra but as per the demarcation the slum occupied area under the C.T.S. No.819A (part) is having an area admeasuring **6467.50** sq. meters and under the C.T.S. No.819B (part) is having an area admeasuring **92.75** sq. meters both aggregates to an area **6560.25 sq. meters** or thereabouts.

**Secondly:** All that piece and parcel of land situated lying and being at Shankarpada, Dahnukarwadi, Linking Road, Kandivali (West), Mumbai,

bearing Survey No.47, Hissa No.8 corresponding to C.T.S No.817 (part) of Village Kandivali, Taluka Borivali Mumbai Suburban District Mumbai and having an area admeasuring 22.03 sq. meters or thereabout.

**Thirdly:** All that piece and parcel of land situated lying and being at Shankarpada, Dahanukarwadi, Linking Road, Kandivali (West), Mumbai, bearing Survey Nos. 47, Hissa No.9 corresponding to C.T.S No.818(part) of Village Kandivali, Taluka Borivali Mumbai Suburban District Mumbai and having an area admeasuring 146.70 sq. meters or thereabout.

**Fourthly:** All that piece and parcel of land situated lying and being at Shankarpada, Dahanukarwadi, Linking Road, Kandivali (West), Mumbai, bearing Survey No.33, Hissa No.12 corresponding to C.T.S. No. 850(B) of Village Kandivali, Taluka Borivali Mumbai Suburban District Mumbai and having an area admeasuring 55 sq. meters or thereabouts.

**Fifthly:** All that piece and parcel of land situated lying and being at Shankarpada, Dahanukarwadi, Linking Road, Kandivali (West), Mumbai, bearing Survey No.33, Hissa No.15 corresponding to C.T.S. No. 855 of Village Kandivali, Taluka Borivali Mumbai Suburban District Mumbai and having an area admeasuring 190.30 sq. meters or thereabouts.

**Sixthly :** All that piece and parcel of land situated lying and being at Shankarpada, Dahanukarwadi, Linking Road, Kandivali (West), Mumbai bearing Survey No.34, Hissa No.10 corresponding to C.T.S. No. 859 (part) of Village Kandivali, Taluka Borivali Mumbai Suburban District Mumbai and having an area admeasuring 187.20 sq. meters or thereabout.

SIGNED AND DELIVERED )  
By the withinnamed "Promoters" )  
M/s. BRIZEAL REALTORS & )  
DEVELOPERS LLP )  
By the hands of its Designated )  
Partner Mr. .... )  
Through resolution dated ..... )  
Passed by M/s. Brizeal Realtors )  
& Developers LLP )  
  
in the presence of ... )

SIGNED AND DELIVERED by the )  
withinnamed "Purchaser/s" )  
MR/MS/M/S. \_\_\_\_\_ )  
in the presence of ..... )

**RECEIPT**

Received of and from the withinnamed Purchaser/s a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as earnest money to be by him/her/them/it paid to us as within mentioned the details of which are as under:

	Cheque No.	Drawn On	Amount (Rs.)
	1% TDS Amount		
Total			

WE SAY RECEIVED

For M/s. BRIZEAL REALTORS &  
DEVELOPERS LLP

Authorised Representative / Designated Partners

\*\*\*\*\*

DATED THIS DAY OF 2018

\*\*\*\*\*

M/s. BRIZEAL REALTORS &  
DEVELOPERS LLP

.....THE PROMOTERS

AND

MR/MS. \_\_\_\_\_

.....THE PURCHASER/S

AGREEMENT FOR SALE

V I M L A & C O.,  
ADVOCATES & SOLICITORS  
Office Nos.115/116, 3<sup>rd</sup> Floor,  
24-B Rajabhadur Compound,  
Ambalal Doshi Marg, Hamam Street,  
Behind Lalit Hotel, Fort,  
Mumbai-400 023.