

## AGREEMENT FOR SALE

This Agreement made and entered into at Mumbai on this \_\_\_\_\_ Day of \_\_\_\_\_ 201 , BETWEEN M/S. MANTRI BROTHERS PAN : AAAPM 5842L a partnership firm duly registered under the provisions of Indian Partnership Act 1932 and having their office at Ground Floor, Mayfair, 254, Premier Road, Kurla (west), Mumbai-400070 hereinafter referred to as “THE OWNERS/ DEVELOPERS”( Which expression shall unless it be repugnant to the context or meaning thereof to be demmed to mean and include the partners for the time being of the said firm, the last survivor of such partners and heirs, executors and administrators of the last surviving partner) of the ONE PART

AND

MR/

MRS/

MISS/

MS

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\_\_\_\_\_ hereinafter referred to as “THE PURCHASER/S” (Which expression shall unless it be repugnant to the context or meaning thereof be demmed to mean and include his/her /their heirs, executors, administrators & assigns) of THE OTHER PART.

### WHEREAS

The Promoters are the absolute, and lawful owner of the property being land admeasuring 2914.50 Sq.Mtrs bearing CTS NO. 239 & 239 (1 TO 35) of village Kurla Part IV, Taluka Kurla situated at A.H. Wadia Marg (formerly known as old Agra Road & New Mill Road) and hereinafter referred to as “the said Property” and more particularly described in the First Schedule hereunderwritten a copy of Property Register Card is annexed hereto and is marked as ANNEXTURE –I

### AND WHEREAS

By a deed of conveyance dated 28/1/1984 (1) Shaikh Mohammed Abubakker Shaikh Meherbaksh, (2) Abdul Haque Shaikh Meherbaksh and (3) Abdul Aziz Shaikh Meherbaksh as Mulavallis of the aforesaid Khan Bahadur Haji Shaikh Wakf-UI-Aulad (herein called “the Vendors”) conveyed to M/s.Mantri Brothers (therein called “the Purchasers”) the said property heriditaments and said premises bearing C.T.S. No. 239 & 239 (1 to 35) admeasuring 2914.50 sq. mtrs. Situate lying and being in Village Kurla IV, Taluka – Kurla, in the Registration District and Sub District of Mumbai City and Mumbai Suburban (MSD).and more particularly described in the schedule thereunder written the said Deed of Conveyance is registered at the office of Sub-Registrar of Assurances of Bandra on 16/5/1984 under Sr.No. Bom /2653 of 1984 at Page 1 to 18.

AND WHEREAS the aforesaid trustees of the said Khan Bahadur Haji Shaikh Wakf – UI - Aulad have in pursuance of the hereinabove recited Deed of Conveyance have put M/s. Mantri Brothers the owners/developers in possession of the said land hereditaments and said premises thereby agreed to be sold and thereby M/s. MANTRIBROTHERS are well seized and possessed and are sufficiently entitled to as the Owners of all that Piece and parcel of land with old building consisting of ground + first + second (part) upper floors known as Abubakkar Building (Hereinafter referred to as the said ”front old Building”),

having occupied by various tenants/occupants and existing RCC building constructed known as “PRATI KSHA SAID PREMISESS” consisting of Ground Plus five Upper floors (hereinafter referred to as the “RCC building”, having 24 residential flats sold on ownership basis by the owners/developers standing thereon on Plot bearing CTS No. 239 and 239 (1 to 35) admeasuring 2914.50 Sq. Mtrs or thereabouts situated on A. H .Wadia Marg, Kurla (W), Mumbai – 400 070 of Village Kurla IV, Taluka – Kurla, in the Registration District and Sub District of Mumbai City and Mumbai Suburban (MSD).which is more particularly described in the schedule hereunder written and is hereinafter collectively referred to as “the Said Property”.

AND WHEREAS the said property is affected by the set back area for road widening of 18.30. sq. mtrs. of regular line of road formerly known as New Mill Road and old LBS Marg and now known as A H Wadia Marg and the said area is required to be handed over to MCGM for the purposes of widening of the existing A. H. Wadia Marg after joint demarcation and ascertaining area affected in set back by the City Survey Office, Kurla.

AND WHEREAS, there were old tenants/ occupants in the said property occupying the rooms, shop & said premises either for residential use or for commercial use required to be rehabilitated &/ or to be paid off the consideration against peaceful & vacant actual possession given to the owners/ developers by the tenants/ occupants.

AND WHEREAS a building of Ground plus 5 upper floors consisting of 24 flats was constructed in the year 1986 by the owners / developers on a portion of land after demolition of structures & 24 flats were sold by them on agreed consideration & the sale proceeds thereof were appropriated by the owners/ developers. In the agreements for sale of 24 flats the purchasers were informed by the owners/ developers sole rights of utilization of balance FSI of the said property by the owners / developers on the remaining portion of land in the said property & deriving of the benefits for themselves by construction of another buildings.

AND WHEREAS, after vacating & demolition of various structures & an old building of Ground Floor with shops plus First Floor & plus (Part) 2<sup>nd</sup> Floor comprising of residential & commercial old existing tenants, the construction of another building known as Building No.”B” was commenced comprising of Residential Wing “A” known as Mantri Residency having of Part Ground, Part Stilts plus 7 upper floors, & the same has been completed & the old existing tenants have been rehabilitated in the flats/ rooms/ said premises on ownership basis in the first phase of development as per approval & CC granted by M.C.G.M.

AND WHEREAS in the same aforesaid first phase of development, as per the approved plans & C.C. granted by M.C.G.M the construction of part ground , part stilts & part first floor to part sixth floor has been constructed by the owners / developers in phase I as per the approval of M.C.G.M. wherein the 12

shopkeepers on ground floor have been rehabilitated & a electric sub –station & 2 lift wells for 2 car lifts & 2 lift wells for Passenger Lifts have been constructed along with staircase block.

AND WHEREAS pursuant to the rehabilitation of all the old existing tenants the owners / developers have been waiting for further C.C. for construction of balance vertical extension to 6 upper floors above the shops upto 6 (Part) floors & additional floors upto 7 to 8 floors in terms of amended building plans to be approved by MCGM & C.C. thereto to be granted by M.C.G.M.

AND WHEREAS the owners/developers are absolutely entitled to deal with and dispose off the remaining premises to be constructed by them & appropriate the sale proceeds thereto for themselves since alternate accommodation has been already provided to all the existing old tenants of the said property & thus rehabilitation programme in the proposed new building “B” presently comprising of “A” Wing & “B” (Part) wing on the said property is completed.

- A. M/s. A.N. Nasikwala, Advocates have issued a Certificate of Title in respect of the said Property, a copy whereof is annexed hereto as Annexure 2.
- B. The Promoters commenced construction of a proposed “B’ building comprising of 2 wings; a residential wing of Part Ground Part Stilts plus seven upper floors and commercial wing of Part Stilts part Ground plus 6 to 7 UPPER FLOORS comprising stilts + \_\_\_ upper floors on the said Property in accordance with the permission granted by Municipal Corporation of Greater Mumbai vide Intimation of Disapproval (IOD) No. CE/2871/BPES/AL dated 17/8/2009 and commencement certificate bearing No. CE/2871/BPES/AL dated 2/12/2009 A copy of the IOD and Commencement Certificate granted to the Promoters are annexed herein and marked as Annexure 3 (colly). (Hereinafter referred to as “the said Development”)
- C. The said development of the said Property along with the entire construction of “B” Building having residential wing shall be known as “MANTRI RESIDENCY” & Commercial wing known as “MANTRI BUSINESS PLAZA” and is hereinafter for the purpose of this Agreement referred to as the said “Said project” and more particularly described in Annexure 4.
- D. The Promoters appointed M/S. JOSHI RAJE as architect for liaising with the statutory authorities for obtaining necessary approvals for the Said project and NAVIN .C. SHAH as design consultant for designing the said project. Unfortunately both the Architects & Structural Engineers have since died & Architect Mr. Vishvas Bhavé & Mr. Sunil Shah have since been appointed instead & in place of them respectively for The Architects & structural engineer for designing the structure.
- E. The Purchaser has agreed to purchase a commercial said premises in the “A” wing forming part of the said project. After being satisfied with the said

project and pursuant to negotiations between the parties, the Purchaser has agreed to purchase and acquire the commercial said premises No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. of carpet area on First floor in the said project being constructed by the Promoters on the said Property along with *pro rata* undivided right and share in the common areas of the said project (“Common Areas”) hereinafter referred to as the “said said premises” and more particularly described in Second Schedule hereunder written and as per the floor plan of the said premises which is Annex herein & marked as Annexure 5 hereto.

- F. At the request of the Purchaser, the Promoters have allotted to the Purchaser, the exclusive right to one open/stilt car parking space bearing No. \_\_\_\_\_ on 2<sup>nd</sup> floor in the said project. For the purpose of this Agreement and so far as the context permits if car parking space has been allotted specifically, the same shall be included in the expression “ the said premises” used in this Agreement.
- G. Prior to execution of this Agreement, the Purchaser has inspected the site of the said project; the title deeds of the said Property and the approvals obtained by the Promoters relating to the said project. The Purchaser is satisfied with the title of the Promoters and the said project. All queries and requisitions of the Purchaser have been satisfied.
- H. The Promoters shall register the said project within the prescribed time from date of commencement of the Real Estate (Regulation and Development) Act, 2016 (“RERA”) no sooner they get full C.C. from M.C.G.M. an establishment of Authority and shall ensure that such registration remains valid till obtaining of the Occupation Certificate.
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said project.
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, and are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- K. Presently under Section 13 of the RERA or similar provisions that may be made applicable to the State of Maharashtra, the Promoters are required to execute a written Agreement for Sale in respect of the said premises in favour of the Purchaser, being in fact these presents. The same will be stamped and lodged for registration by the Purchaser and the Promoters will admit execution thereof after the Purchaser has given prior intimation in respect thereof.

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:**

**1. SAID PROJECT:**

- 1.1. The Promoters are the absolute owner of the said Property more particularly described in the said First Schedule hereunder written. The Promoters are in undisputed possession of the said Property.**
- 1.2. The Promoters are in the process of constructing “A” wing of part stilt; ground + Stilts plus 7 to 8 upper floors on the said Property in accordance with the necessary approvals from the statutory authorities. “A” Wing of proposed “B” Building for commercial user on the said Property and the same shall be known as “MANTRI BUSINESS PLAZA” and is hereinafter for the purpose of this Agreement referred to as the “ Said project” and more particularly described in Annexure 4.**
- 1.3. The Purchaser shall be entitled to enjoy undivided proportionate share in the Common Areas of the said project, unless the same are specifically allocated to any other Purchaser. Since the share/interest of Purchaser in the Common Areas is undivided and cannot be separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoters shall convey undivided proportionate title in the Common Areas to the association of Purchasers as provided in law.**
- 1.4. The Promoters has represented that the necessary approvals granted by the statutory authorities for the said project are valid and subsisting. The Promoters are constructing the said project in accordance with the approvals.**
- 1.5. The Said project will have the amenities and common area as described in Annexure 6. The location, size and shape of such amenities and facilities may change depending on the planning constraints or any change in laws or for better and economical development. The Purchaser hereby agrees, declares and confirms that save and except the said amenities, the Promoters shall not be liable, required and /or obligated to provide any other amenities in the said project. The Purchaser hereby grants irrevocable authority to the Promoters to modify any amenities or facility of similar nature or type (or brand) on account of non-availability of the committed amenity type or brand.**

1.6. It is clarified by the Promoters to the Purchaser and the Purchaser agrees that the said premises along with car parking space shall be treated as a single indivisible unit for all purposes. It is agreed that the said project is an independent, self-contained said project covering the said Property and is not a part of any other said project or zone and shall not form a part of and/or linked/combined with any other said project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that the said project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the said project, save and except the easementary rights in respect of the bore-well granted to the Promoters herein.

1.7. It is expressly agreed that the right of the Purchaser under this Agreement or otherwise shall always be restricted to the said premises only, and such right will accrue to the Purchaser only on the Purchaser making full payment to the Promoters of the Sale Price and all the amounts, strictly in accordance with this Agreement and only on the Purchaser performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All the unsold Said premises and Car Parking Spaces shall always be the sole and absolute property of the Promoters. All other portion or portions of the said building/s etc. including common areas such as staircase, staircase landing, entrance lobby, recreation area, internal roads, open spaces, terraces and recreational facilities, if any etc., shall always be the sole and absolute property of the Promoters and shall have irrevocable, absolute and unfettered right to give on lease, sub-lease or otherwise in the manner deemed fit by the Promoters without any consent or concurrence of the Purchaser or any other person for such period till the said property and/or the said project to the extent of free sale portion is conveyed / leased to the co-operative society comprising of holders of various said premises shall herein be referred to as the "Said Organisation"). The Purchaser confirms that the aforesaid recreational facilities are available only for the use and enjoyment of the holders of various said premises in the said Mantri Business Plaza & Mantri Residency ( in the said project) alongwith the users/occupiers of other said premises/developments on the said Property being part of the said project.

## **2. TERMS OF ALLOTMENT/PURCHASE OF THE SAID PREMISES**

2.1. The Purchaser has agreed to purchase and acquire from the Promoters and the Promoters has agreed to allot and sell to the Purchaser, Said premises No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. carpet area (inclusive of balconies, niches and compensatory FSI, if any) on \_\_\_ floor in Wing A \_\_\_ being constructed by the Promoters on the said Property along with pro rata undivided right and share in the common areas of the said

project herein referred to as the “ Said premises” and more particularly described in Second Schedule hereunder written and as per the floor plan of the Said premises which is Annexure 5 hereto for a lumpsum consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)  
(hereinafter referred to as “Sale Price”).

- 2.2. The car parking spaces form part of the common area and the Promoters are not entitled to sell or deal with them separately. Instead of the Organization (that will be formed by the Purchasers) allotting car parking spaces at a later date, for the sake of their convenience, at the request of the Purchaser, the Promoters has agreed to allot \_\_\_\_\_ open/stilt car parking space in the said project without charging any additional Sale Price for the same. The Purchaser is aware that other prospective Purchasers will also be allotted car parking spaces as being allotted to the Purchaser herein and the Purchaser unconditionally agrees to accept the same without any demur and not raise any dispute/objection regarding the same. The exact number and location will be earmarked on obtaining sanction of lay out plan for car parking space and on obtaining Occupation Certificate. The Purchaser is aware that the car parking space allotted to the Purchaser will have to be ratified by the Organization formed by the Purchaser and there is no obligation of the Promoters towards the same. It is agreed between the parties that the car parking space is an allotment with a right to park cars only and not a sale and not for any other user. The Purchaser is aware that the allotment of the car parking space will be governed by the rules and regulations of the Organization that will be formed by all the Purchasers of the Said premises in the building.
- 2.3. It is agreed that the said premises shall be of R.C.C. structure with block work with cement plaster on external surfaces and gypsum/POP on internal walls and ceilings. Further, the proposed carpet area of the said Said premises would be as per the approved plans and may change as a result of physical variations due to tiling, ledges, plaster, skirting, RCC column, etc. The carpet area mentioned in the size of the Said premises is subject to  $\pm 2\%$  variance (tolerance level). If there is more variance than the tolerance level on account of building constraints or otherwise, then either party shall compensate the other at the same rate per sq. ft. calculated by dividing the total Sale Price with the carpet area (taxes, cess, levies extra).
- 2.4. The price is inclusive of the total costs of the Said premises along with pro-rata common areas, however, the price does not include goods and service tax and any other taxes, cess or levy of any nature whatsoever. The price for the Said premises does not include the following:
- 2.4.1. Deposit for water meters

- 2.4.2. **Deposit for electric meter for Purchaser's said premises & separate Deposit for common area & facilities & amenities**
- 2.4.3. **Society formation charges**
- 2.4.4. **Share allotment money, Entrance Fee if applicable**
- 2.4.5. **Deposit for Maintenance charges**

**The additional charges mentioned in clause 2.4 aforesaid shall be paid on or before taking possession of the Said premises.**

**2.5. If there is any tax deduction at source on the Sale Price, the same shall be deducted from the Sale Price (at applicable rate) and deposited by the Purchaser with the Income Tax Authority to the credit of the Permanent Account Number of the Promoters. In case of deduction of TDS, the Purchaser shall submit the TDS certificate and / or original challan vide which the TDS has been deposited into the designated bank as per the applicable taxation rules within a period of 15 days from date of this Agreement. The Sale Price as also all other amounts as may be due and payable by the Purchaser under these presents are exclusive of all other taxes, levies, duties, cesses etc. All such taxes, levies, duties, cesses (whether applicable/payable now or become applicable/payable in future) including Goods and Services Tax or any other tax/liability payable on account of this transaction in future, shall be borne and paid by the Purchaser alone and the Promoters shall at no point in time be liable, responsible and/or required to bear, and/or pay the same or any part thereof. The Purchaser shall also fully reimburse the expenses that may be incurred by the Promoters due to any legal proceedings that may be instituted by the authorities concerned against the Promoters or vice versa on account of such liability accrued, including any penalty, interest or any amount of a similar nature becoming leviable due to default / delay/ non compliance by the Purchaser.**

**2.6. Out of the total Sale Price, the Purchaser has paid to the Promoters the entire consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) being Sale Price payable for the said premises to be sold by the Promoters to the Purchaser in advance (the payment and receipt whereof the Promoters do hereby admit and acknowledge).**

**2.7. The price and terms of payment arrived at between the parties is a result of negotiations and the Purchaser cannot claim advantage of the price paid or agreed to be paid or the terms of payment agreed by the Promoters with any other Purchaser in the said project. The contract with each Purchaser is specific to such Said premises. The Purchaser confirms that the Promoters are not bound by the price or payment terms in case of any other Said premises proposed to be acquired by the Purchaser in the said project.**

**2.8. The Promoters shall maintain an account of all the amounts/deposits collected from the Purchasers of various said premises in the said project as provided in clause 2.4 above and shall transfer the excess collection, if any, to the said Organisation on Conveyance/Lease of the said project. The Promoters shall not be liable to render any individual account of the amounts collected or disbursements made in respect of each separate said premises and such accounting shall be done by all the Purchasers of various said premises amongst themselves after transfer of the said project to the said Organisation.**

### **3. Possession of Said premises**

**3.1. The Promoters shall endeavour to complete the construction of the said project and handover possession of the said premises after receiving permission for occupation from the statutory authorities on or before 31/12/2020 (“Possession Date”). The Possession Date of the said premises shall be extended by such time as may be necessary, if the completion of building is delayed on account of:**

**3.1.1. Non-availability of steel, cement, other building material, water or electric supply/connection or drainage/sewerage connection.**

**3.1.2. War or like situation, civil commotion, strikes, riots, accident or any act of God or by reason of any national or international happenings or events or economic downturn and the resultant repercussions or its effect thereof directly or indirectly to the date of offer of possession.**

**3.1.3. Any notice, order, judgement, decree, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority.**

**3.1.4. Any force majeure circumstances or conditions or other causes beyond the control of or unforeseen by the Promoters or its agents including strikes or agitation by the workers or labourers of the Promoters or the contractor or suppliers.**

**3.1.5. On account of procedural delays of M.C.G.M. & other concerned authorities in rules & regulations of Govt Semi Govt Statutory Authorities or M.C.G.M. by which the development & construction is governed & regulated**

**3.2. The Purchaser shall take possession of the said premises within 2 months of the Promoters giving written notice to the Purchaser intimating that the said premises is ready for use and occupation.**

- 3.3. **The Purchaser shall make payment of all other charges, taxes, levies and cesses as applicable to the Promoters prior to taking possession of the said premises.**
- 3.4. **After a period of one month from date of written notice or when the Purchaser takes possession of the said premises (whichever is earlier), the Purchaser shall be liable to bear and pay to the Promoters the proportionate share (*i.e.* in proportion to the floor area of the said premises) of outgoings in respect of the said project namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, common lights, bills repairs and salaries of clerks, bill collectors, security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the said project & the said Property and building/s. Until the Organisation is formed, the Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Purchaser shall within one month from date of notice to take possession of the said premises, the Purchaser shall deposit one year's maintenance charges including property taxes at such adhoc rate as demanded by the Promoters. The amounts so paid by the Purchaser to the Promoters shall not carry any interest and shall be utilized by the Promoters for the said purpose. The balance, if any, of the deposits paid by the Purchaser to the Promoters shall be paid and transferred by the Promoters to the account of the Purchaser in the Organization. The said deposits shall not carry any interest.**
- 3.5. **The Purchaser is aware that the said premises can be occupied only after receiving Occupation Certificate from the statutory authorities. The Purchaser shall not demand possession of the said premises or forcibly enter into the said premises for any purpose including carrying out fit outs or installing any fittings or furnishings prior to grant of occupancy certificate.**
- 3.6. **It is agreed that prior to taking possession of the said said premises, the Purchaser shall confirm that all the fixtures and fittings are in order as per this Agreement. Thereafter, the Purchaser shall have no claim against the Promoters in respect of any item of work in the said premises or in the said Building/s in the said project alleging that the same has not been carried out and/or completed and /or is not in accordance with the plans specification and/or this Agreement and/or otherwise howsoever in relation thereto. If within a period of 5 (five) years from the date of handing over of the said said premises to the Purchaser, the Purchaser brings to the notice of the Promoters any structural defect in the said said premises or the said Building in the said project in which the said said premises is situated or the material used therein, then wherever possible such defect shall be rectified by the Promoters at their own cost.**

- 3.7. In the event, there is a delay in handing over possession of the said premises to the Purchaser without just cause, then the Promoters shall pay to the Purchaser rent at 12% P.A. on consideration of the said premises at that point in time provided that the Purchaser has paid the entire Sale Price to the Promoters as may be due and payable till such date. The rent shall be made on monthly basis to the Purchaser for each month (or part thereof) of delay until possession of the said premises is handed over to the Purchaser.
- 3.8. Upon taking possession of the said premises (or after one month notice that the said premises is ready for possession), the Purchaser shall be liable to bear and pay the proportionate outgoings for the said premises as may be payable towards maintenance of the common areas and common amenities in the said project, along with Municipal Property Assessment Taxes , N.A.Taxes & other sales & taxes fixed by the statutory authorities if any & as conveyed to him/her/ them by the promoters

#### **4. CONSTRUCTION OF THE SAID PROJECT/SAID PREMISES**

- 4.1. The Purchaser has seen the specifications of the said premises and the said project. The payment plan, floor plans annexed along with this Agreement, the lay out which has been approved by M.C.G.M. The Purchaser has agreed to purchase the said premises only after being fully satisfied with the title of the Promoters and payment plan, the lay out, floor plans annexed along with this Agreement, etc. The Promoters shall develop the said project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoters undertakes to strictly abide by such plans approved by the M.C.G.M.&/or statutory authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by M.C.G.M & the statutory authorities.
- 4.2. It is clarified that the layout, scheme of development of the said Said project, location and dimension of parking spaces, plans and specifications of the building/s may change depending on the change in rules and building laws. The Promoters shall be entitled to make such variations, alterations, amendments or deletions to or in the development of the said project, layout, plans of R.G. , Parkings and specifications of the said Building, floors plans and/or the dimension or location of the parking spaces, relocating/realignment of the water, power, sewage, telephone, gas and other services and utility connections and lines, overhead/underground tanks, pumps, open spaces, and all or any other common areas, amenities and facilities and/or varying the location of the access to the said Building in accordance with prevalent law from time to time.

- 4.3. **The Promoters shall have an irrevocable right and the Purchaser hereby expressly consents and confirms that the Promoters will always be entitled to utilize any FSI and/or TDR which may be available on the said Property or any other property or properties, as the case may be. It is agreed between the Promoters and the Purchaser that if there are changes in laws by virtue of which the proposed building plans cannot be executed as they were, the Promoters shall be entitled to modify such plans and all such modifications/changes shall be unconditionally accepted by the Purchaser without any protest or demur.**
- 4.4. **It is agreed between the Promoters and the Purchaser that the Promoters at the sole discretion/option of the Promoters shall be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification of the plan as may be sanctioned by statutory authorities in respect of the said Property and shown to Purchaser to utilize F.S.I. and/or development rights in respect thereof and for that purpose to amend the plans and submit revised proposals.**
- 4.5. **The Promoters will be entitled exclusively to consume the total FSI potential of the said property excluding one FSI of Pratiksha Apartments having 24 flats and having unused / unconsumed balance potential of fungible FSI but including on account of additional FSI for existing tenants rehabilitated & additional area in view of FSI connected to width of the road 2034 DCR and appropriate the sale proceeds & consideration received by them for any FSI that may be granted on account of any amenity open space, additional recreation ground, set back area or any reservation on the said Property and the Purchaser consents to the same without any objection.**
- 4.6. **It is agreed that notwithstanding anything contained to the contrary herein, the Promoters shall be entitled at any time to amend the existing layout and/or to construct additional building/ structures on the said Property and/or additional floors on the said wings/buildings being constructed on the said Property, even after completion of the said Building/s until execution of conveyance / lease in respect of the said Building &/or said project in favour of the said Organisation. All such additions, alterations, additional floors and/or additional wings, building and/or structures shall be the sole property of the Promoters who shall be entitled to sell/allot and/or otherwise deal with the same in the manner the Promoters may deem fit in any manner whatsoever and to any person/s whatsoever, for such consideration and on such terms, conditions and provisions as the Promoters may desire and deem fit and proper in their sole and unfettered discretion. Such additional construction may either be on account of additional F.S.I. that may be available from the said Property or elsewhere and/or on account of TDR and/or any other rights, benefits including floating rights which may be available in respect of the said Property or other properties and/or any**

**potential that may be available on account of the amendment in the Development Control Rules or otherwise. The Promoters shall be entitled to utilise and consume such TDR, F.S.I or any other potential, other rights, benefits including floating rights etc. to the extent permissible as per rules/regulation in force at such relevant time. The Purchaser and/or the said Organization shall not be entitled to claim any rebate in price or any other advantage from the Promoters on the ground of the Promoters making additional construction or any other ground whatsoever. Promoters have sole right & entitlement to appropriate all such sale proceeds &/or consideration in the events of aforesaid benefits.**

- 4.7. The Promoters has the absolute, irrevocable and unconditional right and entitlement to and they may in their sole, absolute and unfettered discretion effect and/or cause to be effected any extra and additional construction whatsoever on and in respect of the said Property including, but not limited to, constructing additional floor/s or extensions on and/or wing/s and/or other extension/s to all or any of the building/s in the said Said project including the said wings/buildings and/or construct additional and/or other building/s and/or other structure/s on the said Property by utilising the FSI, FAR, DR and TDR of the said Property and/or the contiguous, adjacent or adjoining lands or properties at any time, including after the formation and registration of the said Organisation but before the execution and registration of the Lease/Conveyance in favour of such Organisation, whenever the same is permitted to be constructed by M.C.G.M. &/ or the statutory authorities and other concerned authorities. Such extra and additional construction is hereinafter referred to as “the additional construction” and the same shall form an integral part of the said Said project and therefore, Purchasers, transferees and occupants thereof shall be entitled to the use, enjoyment and benefit of all the common areas, amenities, facilities, conveniences and utilities therein and/or thereof. The Purchaser hereby agrees that the additional construction and every part thereof shall be the sole, absolute and exclusive property of the Promoters, who shall have the right and be entitled to sell, transfer and/or otherwise deal with and dispose off the same in any manner, to any person/s, for such consideration and on such terms, conditions and provisions as they may desire and deem fit in their sole and unfettered discretion and that the entire consideration and income received and/or derived by the Promoters in respect thereof shall be the absolute property of and belong to and shall be appropriated solely by the Promoters, who shall not be liable to or called upon to disclose or render any accounts in respect thereof to the Purchaser, and the said Organization.**
- 4.8. Subject to the provisions of the aforesaid clauses, the Promoters shall not be entitled to substantially modify the said project or deviate from the approved plans after execution of this Agreement as provided in the RERA.**

## **5. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**

**The Promoters hereby represents and warrants to the Purchaser as follows:**

- 5.1. The Promoters has absolute, clear and marketable title with respect to the said Property; the requisite rights to carry out development upon the said Property and absolute, actual, physical and legal possession of the said Property for the said project.**
- 5.2. The Promoters has lawful rights and requisite approvals from the competent authorities to carry out development of the said project.**
- 5.3. There are no encumbrances upon the said Property or the said project.**
- 5.4. There are no litigations pending before any court of law with respect to the said Property, the said project or the said premises.**
- 5.5. All approvals, licenses and permits issued by the competent authorities with respect to the said project, said Property and said premises are valid and subsisting and have been obtained by following due process of law.**
- 5.6. The Promoters has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected.**
- 5.7. The Promoters has not entered into any Agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Property, including the said project and the said premises which will, in any manner, affect the rights of Purchaser under this Agreement.**
- 5.8. The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said premises to the Purchaser in the manner contemplated in this Agreement.**
- 5.9. The Promoters shall handover lawful, vacant, peaceful, physical & actual possession of the said premises to the Purchaser on the Possession Date subject to force majeure events provided herein.**

- 5.10. **The Promoters shall convey the said building and common areas including residue land forming part of the said project to the Organisation of the Purchasers upon completion of the entire Said project and upon completion of sale of all the said premises and only after receipt of full payment of the sale price and other payments from all the Purchasers in the said project, as aforesaid**
- 5.11. **The Promoters has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities until handing over possession of the said premises to the Purchasers in the said project.**
- 5.12. **No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received by or served upon the Promoters in respect of the said Property and/or the said project.**

## **6. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

**The Purchaser with intention to bind all persons into whose hands the said premises may hereinafter come, even after said project is conveyed in favour of the said Organisation, hereby represent and covenants with the Promoters as follows:**

### **6.1. The Purchaser has represented to the Promoters as under:**

- 6.1.1. **he / She / they not been declared and/or adjudged to be an insolvent, bankrupt etc.**
- 6.1.2. **no receiver and/or liquidator and/or official assignee or any person is appointed of the Purchaser or all or any of its assets and/or properties.**
- 6.1.3. **none of his assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.**
- 6.1.4. **no notice is received from the Government in India (either Central, State or Local) and/or from abroad for his/her/their involvement in any money laundering or any illegal activity and/or is/are declared to be a proclaimed offender and/or a warrant is issued against him/her/them**

- 6.1.5. **no execution or other similar process is issued and/or levied against him/her/ them and/or against any of his/her/them assets/properties.**
- 6.1.6. **he / her /they are not of unsound mind and/or is/ are not adjudged to be of unsound mind.**
- 6.1.7. **He/ She/ They have not compounded payment with his/her/their creditors, which will affect the transaction contemplated herein.**
- 6.1.8. **He/ she/ they are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months.**
- 6.1.9. **He/ she /they are competent to contract and enter into this Agreement as per the prevailing Indian Laws.**
- 6.2. **The Purchaser is not purchasing the said premises as benamidar or trustee for any other person.**
- 6.3. **The Purchaser is fully satisfied with and has accepted the title of the Promoters to sell various said premises in the said project, to be constructed on the said Property and do hereby agree and undertake not to further investigate and/or raise any requisitions on or objections to the same, any time hereafter.**
- 6.4. **The Purchaser shall not to do or suffer to be done anything in or to the said project, said premises, additional areas, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the building/s or to the said said premises itself or any part thereof and to maintain the said premises and the additional areas at the Purchaser's own cost in good repair and condition from the date on which the Purchaser is permitted to use the said premises and the additional areas. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and shall also pay any penal charges levied by the authorities.**
- 6.5. **The Purchaser shall not store anything in the refuge floor nor store any goods in the said premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said project 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 on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said said project and in case any damage is caused to the said project on account of negligence or default of the Purchaser in this behalf, the**

**Purchaser shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.**

- 6.6. The Purchaser shall not to change the user of the said premises and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said premises and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.**
- 6.7. The Purchaser shall not to demolish or cause to be demolished the said premises or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said premises or any part thereof and keep the portion, sewers, drains, pipes in the said premises and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said project.**
- 6.8. The Purchaser shall not to make any alteration in the elevation and outside colour scheme of paint and glass of the building & wings in the said project and not to cover/enclose the planters and service ducts or any of the said projections from the said said premises or within the said premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said premises without the prior written permission of the Promoters, nor do/cause to do any hammering for whatsoever use on the external / dead walls of the said project or do any act to affect the F.S.I potential of the said Property.**
- 6.9. The Purchaser shall not affix any fixtures or grills on the exterior of the said project for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said premises. The Purchaser shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Purchaser from the Promoters and the Purchaser undertakes to not fix any grill having a design other than the standard design approved by the Promoters.**
- 6.10. The Purchaser shall not install a window or split Air-conditioner within or outside the said premises. The air-conditioner will be installed at the appropriate place designated by the Promoters for the said purpose. A proper drain pipe arrangement has to be installed by the Purchaser in order to prevent the water dripping down the walls or falling to the ground.**
- 6.11. The Purchaser shall not delay & committ / default in payment of the amounts to be paid to the Promoters.**

- 6.12. **The Purchaser shall not delay & committ / default in payment of increase in local taxes, water charges, insurance (if mandatory) and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time.**
- 6.13. **Transfer charges only on difference in sale price & purchase price. The Purchaser shall not transfer or assign the Purchaser's right, interest or benefit under this Agreement and / or let, sub-let, sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave and licence, care taker, paying guest or tenancy basis or induct any person/s into or part with the said premises until the full payment of Sale Price and other charges, taxes, cess or levies thereon as aforesaid payable by the Purchaser to the Promoters under this Agreement or otherwise under any law are fully paid up to the Promoters and has given prior intimation to the Promoters about the proposed transfer.**
- 6.14. **The Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said said premises into the compound or the refuge floor or any portion of the said Property and the said project.**
- 6.15. **The Purchaser shall not at any time cause or permit any public or private nuisance or to use the loud speakers etc in or upon the said premises, said project or the said property or any part thereof or do anything which shall cause any annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoters. Further, the Purchaser shall not keep pets and/or domesticated animals in or upon the said said premises, the said project or the said Property or any part thereof.**
- 6.16. **The Purchaser shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said premises and/or the said project nor litter or permit any littering in the common areas in or around the said premises and/or the said project and at the Purchaser's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said premises and/or the said project to the requirement and satisfaction of the Promoters and/or relevant government and statutory authorities.**
- 6.17. **The Purchaser, either by himself/ herself/ themselves or any person claiming by / through / from the Purchaser, shall not do anything which may or is likely to endanger or damage the said building & the said**

wing in said project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said project.

- 6.18. The Purchaser shall not display at any place in the said project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser shall not stick or affix pamphlets, posters or any paper on the walls of the said buildings & in the said project or common areas therein or in any other place or on the window, doors and corridors of the compound wall & building walls in the said project
- 6.19. The Purchaser shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the buildings & compound in the said project or the exterior wall of the said premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Purchaser in such places only as shall have been previously approved in writing by the Promoters in accordance with and in such manner, position and standard design laid down by the Promoters.
- 6.20. The Purchaser shall not to park at any other place and shall park all vehicles in the allotted/ designated parking spaces only as may be earmarked and prescribed by the Promoters & the purchaser shall not insist & allow the friends & relatives cars & vehicles to be parked in the said project.
- 6.21. The Purchaser shall cause the said Organisation to paint the said project at least once in every five years maintaining the original colour scheme even after the conveyance is executed in favour of the said Organisation.
- 6.22. The Purchaser shall not to any time demand partition of the said project and/or said Property etc. and/or his/her/their interest, if any.
- 6.23. The Purchaser shall not violate and shall abide by all rules and regulations framed by the Promoters its designated Said project Manager or by the said Organisation, for the purpose of maintenance and up-keep of the said buildings in the said project and in connection with any interior / civil works that the Purchaser may carry out in the said premises.

- 6.24. **The Purchaser shall use the said premises only for commercial purpose as shop/office. The Purchaser agrees records and confirms that the car parking space is only for the purpose of keeping or parking of the Purchaser's own vehicle. The parking space is for parking light motor vehicles only and not for parking Lorry, tempo, Public Transport Vehicle etc.**
- 6.25. **The Purchaser shall not violate and shall observe and perform all the rules and regulations which the said Organisation may have 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 buildings in the said project and the said premises therein and for the observance and performance of the building rules, regulations and by-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the said Organisation regarding the occupation and use of the said premises in the said project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.**
- 6.26. **The Purchaser shall not do or permit or suffer to be done anything in or upon the said premises or any part of the said project which is or may, or which in the opinion of the Promoters is/are or may, at any time be or becomes a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining said premises or the neighbourhood provided always that the Promoters shall not be responsible to the Purchaser for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining said premises in the said buildings & the said project and the Purchaser shall not hold the Promoters so liable.**
- 6.27. **The Purchaser shall keep the said said premises, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and condition and in particular so as to support shelter and protect the parts of the said said project. The Purchaser further covenants not to chisel or in any other manner damage the columns, beams, slabs or RCC partition or walls or other structural members in the said buildings & wings without the prior written permission of the Promoters.**
- 6.28. **The Purchaser shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within**

the said premises or in or on the common stairways, refuge areas, corridors and passageways in the said buildings & wings in the said project.

- 6.29. The Purchaser shall never in any manner enclose any flower beds/pocket terrace/s and other areas to be kept open compulsorily in & around the said premises in any manner including installing any temporary or part shed or enclosure and shall not include amalgamate the same in the said premises and keep the same unenclosed at all times. The Promoters shall have the right to inspect the said premises and the additional areas at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser and also to recover costs incurred for such demolition and reinstatement of the said premises and the additional area to its original state.
- 6.30. The Purchaser agrees that the Promoters' / maintenance agency /association of Purchasers shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the association of Purchasers and/or maintenance agency to enter into the said premises or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect as may be necessary.
- 6.31. The Purchaser shall be solely responsible to maintain the said premises at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said project, or the said premises or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said premises and keep the said premises, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building/s in the same said project is not in any way damaged or jeopardized.
- 6.32. The Purchaser shall comply with all laws, rules, regulations, notifications applicable to the said project. The Purchaser hereby undertakes that he/ she / they shall comply with and carry out, from time to time after he/ she/they have taken over for occupation and use the said premises, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said premises at his/ her / their own cost.

6.33. **The purchaser/s shall not object for development of the adjacent plots whenever the adjacent plot owners/occupants/lessees come forward for development of their properties lawfully which may involve open space concessions.**

6.34. **The said building with residential & commercial wings known as MANTRI RESIDENCY AND MANTRI BUSINESS PLAZA respectively has been constructed by the owners/ developers i.e. the promoters herein with deficient open spaces & joint open spaces & common access. The purchaser/sis /are aware of the same & he/she / they will not object to the same now all the time to come in future.**

## **7. ORGANISATION OF PURCHASERS**

7.1. **This Agreement is part of the scheme for formation, registration and incorporation of a Co-operative society that may be formed by the Promoters in respect of the said project. The Organisation shall be named “\_\_\_\_\_ Co-operative Housing Society Ltd.” or such name as may be approved by the Registrar of Co-operative Societies.**

7.2. **The Promoters shall at its sole discretion form and register the said Organisation only after all the said premises in the said project are sold by the Promoters and the Promoters has received the full Sale Price, other charges, taxes, cesses or levies from all the Purchasers of said premises in the said project.**

7.3. **In the event, if on account of any provision of law, the Promoters are required to form the said Organization before the Promoters has received the full Sale Price, other charges, taxes, cesses or levies from all the Purchasers of other said premises in the said project, then in the event, any amount is due and payable by the Purchaser to the Promoters, the Purchaser hereby agrees and grants unrestricted and irrevocable authority to the Promoters to become member of such Organisation in respect of the said premises agreed to be sold to the Purchaser herein.**

7.4. **The Promoters agrees that upon receipt of payment of the dues from the Purchaser, the Promoters shall transfer the said premises in the records of the organisation in the name of the Purchaser. The Organisation shall not be entitled to charge any transfer fee to the Purchaser or the**

**Promoters in respect of the said transfer of membership from the Promoters to the Purchaser.**

- 7.5. If the Purchaser has paid the full Sale Price and other charges, taxes, levies and cesses, he/she/they shall join in forming and registering the said Organisation to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the said Organisation and for becoming a member, including the bye-laws of the proposed Organization and duly fill in, sign and return to the Promoters within 15 (fifteen) days of the same being forwarded by the Promoters to the Purchaser, so as to enable the Promoters to register the organization of the Purchaser. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws of Society as may be required by the Registrar of Co-operative Societies.**
- 7.6. If there are any unsold said premises in the said project, the Promoters shall become member of the said Organisation in respect of such unsold premises. If the Promoters transfer assign and dispose off such said premises (or any of them) the buyers of such said premises shall be admitted as members in respect of such said premises. The Promoters shall not be liable or required to pay any transfer fees/charges and/or any amount, compensation whatsoever to the said Organisation for the sale/allotment or transfer of the unsold said premises etc. in the said project, even after the conveyance/lease is executed in favour of the said Organisation that may be formed of the purchasers/Purchasers in the said project. The Organisation shall not issue membership certificates to any Purchaser/purchaser/member without obtaining the No Objection Certificate from the Promoters certifying that the Promoters have no outstanding/dues pending on any account to be received from such purchaser/member and remaining unpaid.**
- 7.7. It is expressly and specifically agreed, understood and confirmed that considering the overall development of the said Property, the Promoters shall at its sole discretion be entitled to form such number of society's for the purpose of management and administrative convenience.**
- 7.8. All costs, charges and expenses incurred in connection with the formation of the said Organisation as well as the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoters and by the Purchaser including stamp duty, registration charges etc., payable in respect of such documents, as well as the entire professional costs of the attorneys of the Promoters for preparing and approving all such documents shall be borne and paid by the Purchaser and the said Organisation as aforesaid and/or proportionately by all the Purchasers of the said premises, in the said**

**project. The Promoters shall not be liable to contribute anything towards such expenses.**

**7.9. The Promoters shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the said Said project, such decision shall be final and binding until the conveyance/lease in respect of the said project & another building known as Pratiksha CHS Ltd is executed in favour of the said Organisation & the said Pratiksha CHS Ltd. Thereafter, the said Organisation will undertake to maintain said wings/building or any part thereof in the manner it was handed over save and except normal wear and tear of the said project & the said property and the said Organisation shall create and maintain a sinking fund for the purpose of such maintenance and if the said Organisation commits default, the Promoters shall have a right to rectify the default and recover the expenses from the said Organisation of the Purchasers.**

**7.10. It is expressly agreed that the said Organisation will maintain the internal street lighting, common water tanks and water pipe lines and water connections and all other common access services, benefits, amenities facilities and advantages and will also maintain the open spaces and it is hereby expressly agreed and confirmed between the Parties that all such general facilities shall be for the use of the Purchasers of the said premises in the said project and the Purchaser shall pay proportionate share thereof. The proportionate share payable by the Purchaser to the Promoters/the said Organisation as may be determined by the Promoters/the said Organisation shall be final and binding on the said Organisation and the Purchaser.**

**7.11. The Promoters may form a federation of societies or any other form of association for the purpose of maintaining the common roads reaching from main road to the said Property and water pipelines, electrical lines, sewerage lines and other amenities pertaining to the said project. The Purchaser has agreed to cause the said Organization to become a member of the federation and abide by its rules and regulations and make appropriate and sufficient contribution to enable the maintenance of the common facilities.**

## **8. CONVEYANCE OF TITLE**

- 1. The Promoters will take steps to execute lease or conveyance in respect of the said Property together with the said Building/s in the said project standing thereon in favour of the said Organization upon completion of the said projects and only after the Promoters has received the full Sale Price, other charges, taxes, cesses or levies as aforesaid from all the Purchasers of said premises in the said project, along with Pratiksha CHS Ltd**

2. **In the event, if on account of any provision of law, the Promoters are required to convey the said Property to the said Organization and Pratiksha CHS Ltd together before the Promoters has received the full Sale Price, other charges, taxes, cesses or levies from all the Purchasers of said premises in the said project, then the Purchaser hereby agrees that Promoters shall become member of such Organization in respect of the said premises which are unsold. The Purchaser shall not object to the Promoters becoming member of the Organization in respect of such said premises which are unsold.**

## **9. CANCELLATION OF ALLOTMENT/SALE**

- 9.1. **The Purchaser shall have the right to cancel/withdraw his / her/their allotment in the said project as provided in the Act at any time provided that where the Purchaser proposes to cancel/withdraw from the said project without any fault of the Promoters, the Promoters herein are entitled to forfeit the booking amount (10% of the total Sale Price) paid for the allotment. The balance amount of money paid by the Purchaser shall be returned by the promoters to the Purchaser within 90 days of such cancellation.**
  
- 9.2. **The Promoters shall have the right to terminate this Agreement and cancel the allotment/sale of the said premises to the Purchaser in case of default in making payment of any of the amounts and/or instalments of any amount payable under this Agreement, Provided however, that the Promoters shall give 60 (sixty) days notice to the Purchaser calling upon the Purchaser to pay the outstanding payment as may be due or rectify the breach. In the event the Purchaser fails to make the full outstanding payment as may be due within the notice period, then the Promoters reserves their right to terminate this Agreement. Upon termination of the Agreement, all rights, title and interest created in favour of the Purchaser in respect of the said premises shall be cancelled without any further writing or deed and the Promoters shall be entitled to deal with the said premises in any manner he may deem fit. The Purchaser shall forfeit 10% of the total value of the said premises (i.e. booking amount) in favour of the Promoters and the Promoters shall refund the balance amount of Sale Price(excluding taxes) received till that date to the Purchaser without any interest within a period of 90 days from forfeiture/cancellation. The Promoters shall be entitled to sell and transfer such forfeited said premises to any other purchaser without giving any notice to the original Purchaser.**

## **10. Miscellaneous**

- 10.1. **Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said said premises or of the said Property and the said project or any part thereof in favour of the Purchaser.**

10.2. **The Purchaser hereby nominates Mr./Ms.**

**having his/her/ their address at**

**who is \_\_\_\_\_ of the Purchaser as his / her / their nominee in respect of the said premises (“the said Nominee”). On the death of Purchaser, the said Nominee shall assume all the obligations of the Purchaser under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Purchaser shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoters shall only recognize the said Nominee or the nominee substituted by the Purchaser (only if such substitution has been intimated to the Promoters in writing) and deal with him/ her/ them in all matters pertaining to the said premises. The heirs and legal representatives of the Purchaser shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the said Nominee. The Promoters shall at its discretion be entitled to insist on Probate/Succession Certificate /Letters of Administration and/or such other documents as the Promoters may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Promoters as may be necessary and required by the Promoters.**

10.3. **The Purchaser is aware that the information, specifications, amenities, layout, pictures etc. shown/contained in the website / brochure if any, and shown to the Purchaser, are indicative only. Though the Promoters shall endeavour to provide all the such amenities, specifications as indicated in the website/brochure, if any, the Promoters shall not be liable, responsible, obligated and/or required to do so and no right of any nature whatsoever shall be construed and/or deemed to have accrued in favour of any person and/or Purchaser from or by virtue of such website/brochure etc. The Promoters shall not be liable and/or responsible for any loss, damages, cost, charges, expenses suffered/incurred and/or likely to be suffered and/or incurred by any person and/or Purchaser based on the information shown/contained in the website / brochure. No person or Purchaser shall have any right or be entitled to claim or enforce any right based on such website/brochure etc. The Purchaser confirms that he /she/they have not been lured or motivated to acquire and purchase the said premises relying upon website / brochure etc. and has purchased the said premises after verifying the practical and actual status of the said project and amenities and facilities to be provided therein.**

10.4. **The Purchaser confirms that the Purchaser have visited and have physically seen the said Property & the said project and all the**

**documents of title and plans and approvals and is not entering into this Agreement on the basis of any advertisement or brochure or oral representation concerning the said project or the said Building or the said premises.**

**10.5. Purchaser hereby agrees to indemnify and keep indemnified, saved, defended and harmless the Promoters against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoters from or due to any breach by the Purchaser of his/her/their covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Purchaser in complying/performing his/her/their obligations under this Agreement.**

**10.6. No forbearance, indulgence or relaxation or inaction by the Promoters at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.**

**10.7. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D./reputed Courier service or by hand delivery to the address of the addressee at his address hereinbefore mentioned**

**10.7.1. A notice shall be deemed to have been served as follows:**

**10.7.1.1. if personally delivered, at the time of delivery; or**

**10.7.1.2. if sent by courier or Registered (Post) A.D. at the time of delivery thereof to the person receiving the same.**

**10.8. The Purchaser shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said said premises including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's account.**

**10.9. The Parties hereto confirm that this document constitutes the full agreement between the Parties and supersedes all previous agreements,**

**arrangements, understanding, writings, allotment, letters, brochures and/or other documents entered into, executed and/or provided.**

- 10.10. The Purchaser hereby declares that he/she/they/ have gone through this Agreement and all the documents related to the said project & the said property and the said premises and have expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied has entered into this Agreement and further agrees not to raise any objection in regard to the same.**
- 10.11. This Agreement may only be amended through written consent of the Parties.**
- 10.12. This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said project, as the case may be.**
- 10.13. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said project shall equally be applicable to and enforceable against any subsequent Purchasers of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.**
- 10.14. The Promoters may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser in not making payments as per the Payment Plan including waiving the payment of compensation for delayed payment. It is made clear and so agreed by the Purchaser that exercise of discretion by the Promoters in the case of one Purchaser shall not be construed to be a precedent and /or binding on the Promoters to exercise such discretion in the case of other Purchasers.**
- 10.15. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.**

- 10.16. Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in the said project, the same shall be the proportion which the carpet area of the said premises bears to the total carpet area of all the said premises in the said project, calculated according to residential & commercial user.
- 10.17. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 10.18. This Agreement shall be subject to exclusive jurisdiction of Courts at Mumbai. Provided however, any dispute or difference between the parties in relation to any clause, interpretation of such clause or enforcement of any clause or term of this Agreement or generally arising out the transaction or this Agreement shall be first referred to arbitration before a sole arbitrator to be appointed/nominated by the parties jointly. Failing such appointment of arbitrator, the person appointed by a competent court shall conduct the arbitration proceedings in English Language in Mumbai. The award of the arbitrator shall be final and binding on the parties.
- 10.19. It is expressly agreed by the Purchaser that upon registration of this Agreement, until the payment of full sale price and other amounts payable on possession or before the Possession Date, the original of this Agreement shall be retained by the Promoters and the Promoters shall have all rights upon the said premises until full payment of Sale Price has been made to them as provided hereunder.

**IN WITNESS WHEREOF** the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

#### **FIRST SCHEDULE**

##### **Description of the Said Property**

**ALL THAT PIECE AND PARCEL of Non-Agricultural freehold land admeasuring 2914.50 sq. mtrs. bearing CTS No. 239 & 239 ( 1 to 35) of Village Kurla Part IV, Taluka Kurla, situated at A.H.Wadia Marg, (formerly known as old Agra Road & New Mill Road) Kurla (w), Mumbai -400070.**



## **SECOND SCHEDULE**

### **Description of the Said Premises**

**Commercial said premises No. \_\_\_ admeasuring \_\_\_\_\_ sq. ft. carpet of carpet area on the \_\_\_\_\_ Floor of the commercial wing of building under construction known as MANTRI BUSINESS PLAZA in the said said project on the said Property described in the First Schedule hereinabove written and shown on plan annexed hereto.**

**IN WITNESS WHEREOF the parties have set their hands on this Agreement on the day and year first hereinabove written.**

**Signed and delivered by the within named “Promoters”-**

**Witnesses:**

**(1)**

**(2)**

**Signed and delivered by the within named “Purchaser”**

**Witnesses:**

**(1)**

**(2)**



**Annexure 4**  
**Details of the Said project**

<b>1.</b>	Land Area	<b>2914.50 Sq.Mtrs totally of the said property</b>
<b>2.</b>	Number of wings/buildings	<b>2 Wings A &amp; B</b>
<b>3.</b>	Floors	<b>Part Ground plus Part Stilts plus 7 to 8 upper floor</b>
<b>4.</b>	No. of lifts in each building	<b>1 no. Lift in Residential Wing known as MANTRI RESIDENCY, 2 No.Car Lifts in Commercial Wing &amp; 2No. Passenger Lifts in Commercial Wing known as "MANTRI BUSINESS PLAZA"</b>
<b>5.</b>	No. of Premises in the said project	
<b>6.</b>	Permissible FSI	
<b>7.</b>	FSI consumed (as per latest plan)	
<b>8.</b>	Balance FSI to be consumed	

**Annexure 5**  
**Floor Plan of the Said premises**

## **Annexure 6**

### **COMMON AREAS AND AMENITIES**

#### **“Common Areas and Facilities”**

- **Entrance lobby**
- **Staircases**
- **Common passages**
- **Lift well and lifts**
- **Overhead and underground water tank**
- **Common Electric connection for the common area**
- **Water connection for the building**

#### **“Amenities”**

- **The building shall be R. C. C. Structure as per relevant BIS Codes.**
- **All external walls shall be 150 thick concrete block / brick masonry and all internal walls shall be 115 thick concrete block / brick masonry.**
- **All external surfaces shall be finished with double coat sand faced plaster with acrylic exterior type paint, and all internal surfaces shall be finished with cement sand plaster.**
- **The building terrace and toilets will be waterproofed using cement based waterproof treatment.**
- **Entrance door shall be Flush door in teak wood frame, with French polish on both sides. The door shall have all standard heavy duty brass fittings.**
- **All internal doors shall be wooden flush doors with ply face in teak wood frame with French polish on both sides. The door shall have all standard heavy duty brass fittings.**
- **All windows shall be UPVC/Aluminium Sections fully glazed windows.**
- **All external drainage work shall conform to MCGM using P.V.C. pipes whose last length shall be C.I. All internal drain pipes shall be cast iron.**
- **All external water supply pipes shall be B Class GI pipes / C PVC Pipes and all internal water supply shall be C Class GI/ C PVC Pipes concealed pipes. All standard plumbing and sanitary fixtures shall be provided.**
- **One main electrical point at the entrance shall be provided using concealed copper wiring. All internal points and wiring shall be responsibility of purchaser.**
- **Building compound shall be properly paved using concrete interlocking blocks.**
- **Building shall be painted using exterior grade acrylic paint.**
- **Lift of reputed make shall be provided.**