



Hiranandani

ATLANTIS

AGREEMENT FOR SALE

FLAT NO.: 2205 WING C

MONDAY, OCTOBER 24, 2016

Monday, October 24, 2016
3:46 PM

पावती

Original/Duplicate

नोंदणी क्र. :39म
Regn..39M

पावती क्र.: 9600 दिनांक: 24/10/2016

गावाचे नाव: पवई
दस्तऐवजाचा अनुक्रमांक: करल3-8677-2016
दस्तऐवजाचा प्रकार: करारनामा
सादर करणाऱ्याचे नाव: हत्ती, शर्मा

नोंदणी फी रु. 30000.00
दस्त हाताळणी फी रु. 2540.00
पृष्ठांची संख्या: 127

एकूण: रु. 32540.00

DELIVERED

(Signature)
सह दु.निबंधक कुर्ला - 3

वाजार मुल्य: रु.26851500 /-
मोबदला रु.35579000/-
भरलेले मुद्रांक शुल्क : रु. 1779200/-

सह. दुय्यम निबंधक
कुर्ला-३. (वर्ग-२)

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रकम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004560664201617S दिनांक: 24/10/2016
बँकेचे नाव व पत्ता: Panjab National Bank
2) देयकाचा प्रकार: By Cash रकम: रु 2540/-

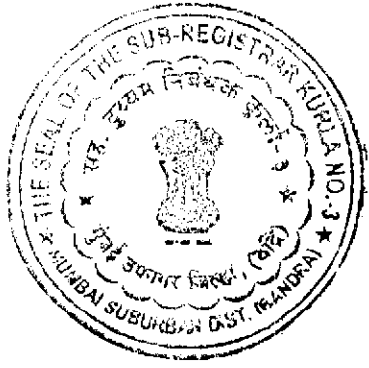
(Signature)

DELIVERED

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)						
Valuation ID करल3	201610242207		24 October 2016.03.17 46 PM			
मूल्यांकनाचे वर्ष	2016					
जिल्हा	मुंबई(उपनगर)					
मुख्य विभाग	114-पवई - कर्वा					
उप मुख्य विभाग	114/541 भूभाग आदिशंकराचार्य मार्गावर दशनी विकसित झालेल्या मिळकती					
सर्व्हे नंबर व न. भू क्रमांक	सि टी एस. नंबर 10					
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.						
खली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक	
95000	245400	272300	339200	245400	चौरस मीटर	
बांधीव क्षेत्राची माहिती						
मिळकतीचे क्षेत्र	83.64 चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव	
बांधकामाचे वर्गीकरण.	1-आर सी सी	मिळकतीचे वय-	0 TO 2वर्ष	मूल्यदर/बांधकामाचा दर-	Rs 245400/-	
उदववाहन सुविधा-	आहे	मजला -	21st floor To 30th Floor			
प्रकल्पाचे क्षेत्र.	2 to 10 hectar					
(सूत्र) प्रकल्पाचे क्षेत्रानुसार दर						
= ((घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर) * 105%)						
प्रकल्पाचे क्षेत्रानुसार निवासी सदनिका करिता प्रती चौ मीटर दर = Rs.257670/-						
मजला निहाय घट वाढ						
- 115% apply to rate= Rs 296320/-						
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर						
= ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार नविन दर) / खुल्या जमिनीचा दर)						
= (((296320-95000) * (100 / 100)) / 95000)						
= Rs 296320/-						
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र					
	= 296320 * 83.64					
	= Rs.24784204 8/-					
B) बंदिस्त वाहन तळाचे क्षेत्र	27 चौरस मीटर					
C) बंदिस्त वाहन तळाचे मूल्य	= 27.9 * (0 * 25/100)					
	= Rs.1711665/-					
एकत्रित अंतिम मूल्य						
= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + भेडनाईत मजला क्षेत्र मूल्य + लगतच्या सडकीचे मूल्य + वरील गॅटची मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य						
= A + B + C + D + E + F + G + H						
= 24784204 8 + 0 + 0 + 0 + 1711665 + 0 + 0 + 0						
= Rs 26495869 8/-						

करल - 3
2098

Home Print



सह. मुख्यम निबंधक
कुर्ला-3 (वर्ग-2)

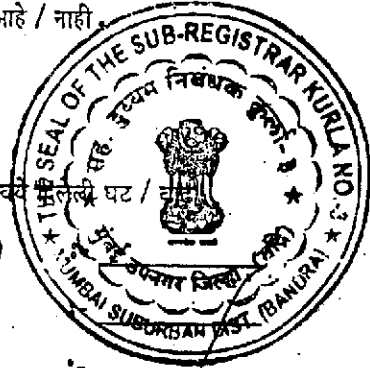


महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

मुल्यांकन अहवाल सन २०१६

करल - ३

१. दस्तावा प्रकार :- करीनामा अनुच्छेद क्रमांक २३० ८९७७ २ १२७
२. सादाकृत्याचे नाव :- हेमि शर्मा २०१६
३. तालुका :- मुंबई / अंधेरी / बोरीवली / कुर्ला
४. गावाचे नाव :- वास
५. नगरमुभापन क्रमांक / सर्व्हे क्र. / अंतिम मुखंड क्रमांक :- १०.१६
६. मूल्य दरविभाग (झोन) :- ११४/५४१
७. मिळकतीचा प्रकार :- खुली जमीन / निवासी / कार्यालय / दुकान / औद्योगिक
प्रति घी. मी. दर :- २४५४००
८. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- ८३.६४ कारपेट / विल्ट अप चौ. मीटर / फूट
९. कारपाकिंग :- २ गच्ची :- — पोटमाळा :- —
१०. मजला क्रमांक :- २२nd उदवाहन सुविधा आहे / नाही
११. बांधकाम वर्ष :- — घसारा :- —
१२. बांधकामाचा प्रकार :- आर. सी. सी. / इतर पक्के / अर्धे पक्के / कच्चे
१३. बाजारमूल्यदर तक्त्यातील मार्गदर्शक सुचना क्र. :- — ज्याच्या
१४. भाडेकाल व्याप्त मिळकत असल्यास :- १. त्याच्या ताब्यातील क्षेत्र (जुने क्षेत्र)
२. नवीन इमारतीत दिलेले क्षेत्र
३. भाड्याची रक्कम :- —
१५. लिफ्ट अॅन्ड लायसन्सचा दस्त :- १. प्रतिमाह भाडे रक्कम :- —
निवासी / अनिवासी २. अनामत रक्कम / आगावू भाडे :- —
३. कालवधी :- —
१६. निर्धारित केलेले बाजारमूल्य :- २६८,५१,५००
१७. दस्तामध्ये दर्शविलेली मोबदला :- ३५५,७९,०००
२४५४०० × ५% = १२,२७,०००
२५७६७० × १५% = ३८,६५,०५०
२९६३२१ × ८३.६४ = २४७,८४,२८८
२९६३२१ × २५% × २४.९ = १,८६,६८३.९
२,६८,५१,१२७
१८. देय मुद्रांक शुल्क :- १,७७,९२,००० भालेले मुद्रांक शुल्क :- १,७७,९२,०००
१९. देय नोंदणी फी :- ३०,०००



सह सुभाष निबंधक
कुर्ला-३ (वर्ग-२)

लिपीक

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA

ई-सुरक्षित बैंक व कोषागार पावती
E-SECURED BANK & TREASURY RECEIPT (e-SBTR)

14067327518590

Bank/Branch: PNB/POWA1(870900)
Pmt Txr id : 260916M340467
Pmt DtTime : 26-09-2016@11:54:15
ChallanIdNo: 03006172016092650035
District : 2101/MUMBAI

Stationery No: 14067327518590
Print DtTime: 26-09-2016@13:30:55
GRAS GRN : MH004560664201617S
Office Name : IGR199/KRL3_JT SUB REGIST

StDuty Schm: 0030045501-75/Sale of Other NonJudicial Stamps SoS
StDuty Amt : R 17,79,200/- (Rs One Seven, Seven Nine, Two Zero Zero only)

RgnFee Schm: 0030063301-70/Ordinary Collections IGR
RgnFee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)

Article : B25/Agreement to sale/Transfer/Assignment
Prop Mvblty: Immovable Consideration: R 3,55,79,000/-
Prop Descr : FLAT NO 2205, ATLANTIS C WING, HIRANANDANI, GARDENS, POWAI, MUMBAI, Maha
rashtra

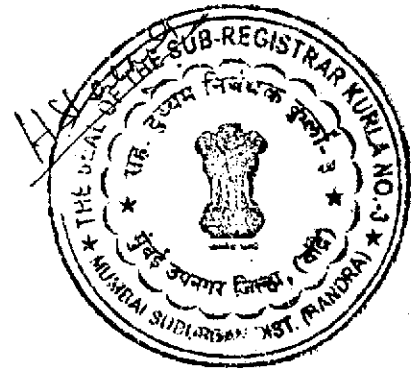
Duty Payer: (PAN AWDPS1051N) HONEY SHARMA
Other Party: (PAN-AAAFL0589R) LAKE VIEW DEVELOPERS

करल - ३		
८९७७	३	९२६
२०१६		

Bank official1 Name & Signature

Bank official2 Name & Signature

--- Space for customer/office use --- Please write below this line ---



e-SBTR IS VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT.

Data of ESBTR for GRN MH004560664201617S

Bank - PUNJAB NATIONAL BANK

Bank/Branch : POWAI
Pmt Txn id : 260916M340467 Stationary No : 14067327518590
Pmt DtTime : 26/09/2016 11:54:15 Print DtTime : 26/09/2016 13:30:55
ChallanIdNo : 03006172016092650035 GRAS GRN : MH004560664201617S
District : 7101 / MUMBAI Office Name : IGR199 / KRL3_JT SUB REGISTRAR KURLA NO 3

StDuty Schm : 0030045501-75/ Stamp Duty(Bank Portal)
StDuty Amt : Rs 17,79,200.00/- (Rs Seventeen Lakh Seventy Nine Thousand Two Hundred Rupees Only)

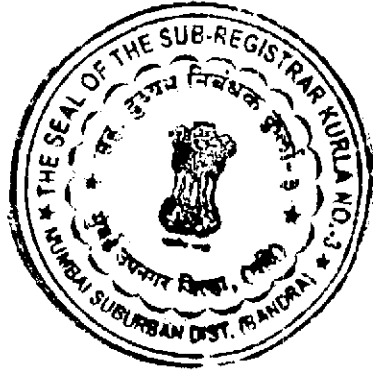
RgnFee Schm : 0030063301-70 / Registration Fee
RgnFee Amt : Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)

Article : B25
Prop Mvblty : immovable Consideration : 3,55,79,000.00/-
Prop Descr : FLAT NO 2205,ATLANTIS C WING,HIRANANDANI,GARDENS ,
POWAI,MUMBAI,Maharashtra
400076
Duty Payer : PAN-AWDPS1051N HONEY SHARMA
Other Party : PAN-AAAFLO589R LAKE VIEW DEVELOPERS

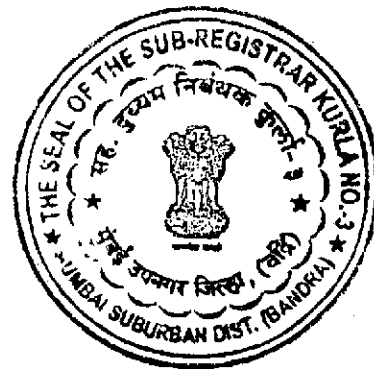
Bank Scroll No : 1
Bank Scroll Date : 27/09/2016
RBI Credit Date : 27/09/2016
Mobile Number : 9320049066

Only for verification-not to be printed and used

करल - ३		
२९७७	७	२२७
२०१६		



करल - ३		
८९७७	५	९२७
२०१६		



AGREEMENT FOR SALE

HSR/10/19
ARTICLES OF AGREEMENT made at Mumbai this 6th day of OCTOBER in the Year 2016 BETWEEN M/S. LAKE VIEW DEVELOPERS, a Partnership Firm, registered under the Indian Partnership Act, 1932 and having its Office at 514, Dalamal Towers, Nariman Point, Mumbai – 400021, having PAN No. AAFL0589R, hereinafter called the "PROMOTERS" (which expression shall unless it be repugnant to the context or the meaning thereof, mean and include its successors, the partner or partners for the time being of the said firm, the survivor or survivors of them and the respective heirs, executors, administrators of such survivor and his/her or their assigns) of the ONE PART.

WHEREAS, (1) LAJPATRAI M. VARMA (2) RAMNIKAL L. DHARIA (3) KIRITANLAL M. DHARIA and (4) NATWARLAL M. KADAKIA, carrying on business in the firm name and style of M/S. N. LAJPATRAI DHARIA & CO. (hereinafter referred to as "the Original Owners"), were seized and possessed of

executors, administrators and permitted assigns) of the OTHER PART; context or the meaning thereof mean and include his/her/their respective heirs, called the "PURCHASER/S" (which expression shall unless it be repugnant to the

And Mr./Mrs./Miss/Ms. HONEY SHARMA having PAN No. AWDP51051N hereinafter

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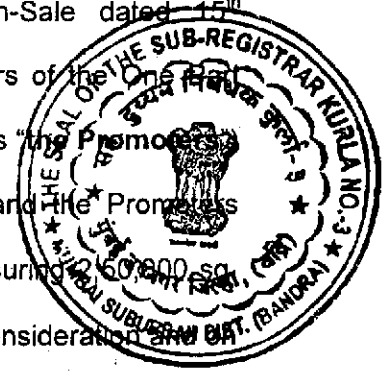


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or otherwise well and sufficiently entitled to pieces or parcels of lands or ground situated, lying and being at Village Powai Taluka Kurla in the Registration District and Sub-District at Mumbai City and Mumbai Suburban near I.I.T. Powai and more particularly described Firstly in the **First Schedule** hereunder written.

AND WHEREAS by an Agreement for Development-cum-Sale dated 15th December, 1983 and made between the said Original Owners of the One Part and M/s. LAKE VIEW DEVELOPERS (hereinafter referred to as "the Promoters" of the Other Part the said Original Owners agreed to sell and the Promoters agreed to purchase the aforesaid lands, then thought admeasuring 2,09,025 sq. yards. equivalent to 2,09,025 sq. mtrs. or thereabouts for the consideration the terms and conditions therein contained.



AND WHEREAS pursuant to the said Agreement for Development-cum-sale dated 15th December, 1983 the said Original Owners executed Power of Attorney in favour of a Partner of the Promoters on 15th day of December, 1983, authorizing him *inter alia* to do and carry out various acts, deeds, matters and things for and on behalf of the said Original Owners as contained therein.

AND WHEREAS the said Agreement for Development-cum-sale dated 15th December, 1983 was subject to the Joint Survey of the said larger lands and subject to retention of certain area by the said Owners as contained therein.

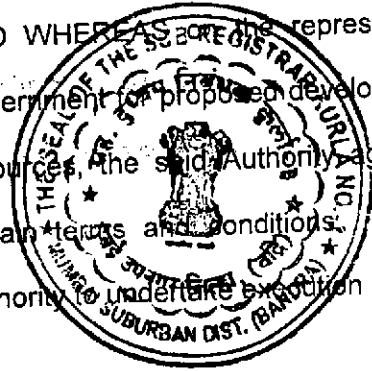
AND WHEREAS pursuant to the said Agreement for Development-cum-sale dated 15th December, 1983, the said Original Owners have placed the Promoters in possession of the said larger lands more particularly described Secondly in the **First Schedule** hereunder written (hereinafter referred to as the "Larger Lands") with right to deal with, develop and dispose of the same.

AND WHEREAS the said Larger Lands were subject to Reservation under the Bombay Metropolitan Region Development Authority under B.M.R.D.A. Act 1974

करल - ३	
(hereinafter referred to as the said Authority") for Powai Area Development	4000 2000
Scheme ("PADS").	
२०९६	

AND WHEREAS the State Government after calling upon the Original Owners and the other Owners to show cause against the intended acquisition, acquired *inter alia* the said Larger Lands under the provisions of B.M.R.D.A. Act.

AND WHEREAS in pursuance of the representation by the Original Owners to the State Government for proposed development of the said Larger Lands out of their own resources, the said Authority agreed to dispose of the said Larger Lands on certain terms and conditions. The State Government had directed the said Authority to undertake execution of PADS.



AND WHEREAS by a Tripartite Agreement dated 19th November, 1986 and made between the Government of Maharashtra of the First Part, the said Authority of the Second Part and Harishchandra Chandrabhan Sharma and other, which include the Original Owners, of the Third Part, the State Government agreed to dispose of *inter alia* portion described Firstly in the **First Schedule** hereunder written and forming part of the larger property in favour of the said Owners.

AND WHEREAS pursuant to the said Tripartite Agreement, an Agreement to Lease was executed on 19th November, 1986, by the said Authority *inter alia* in favour of the said Original Owners therein described as Licensees and pursuant to the Original Owners having conceded and/or handed over *inter alia* the said larger lands to the said Authority under the said Scheme as a result of acquisition under the B.M.R.D.A. Act, 1974, the said Authority agreed to grant a Lease for a period of eighty years with effect from 19th November, 1986 in respect of the said Larger Lands described Firstly in the **First Schedule** hereunder written in favour of the Original Owners on the terms and conditions therein contained.

AND WHEREAS upon the Joint Survey the area of the land as set out in the Agreement for Development-cum-sale dated 15th December, 1983, was varied as

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recorded vide further agreements between the Parties and confirmation by the Original Owners. It was confirmed by the Original Owners that the lands which are the subject matter of aforesaid agreements are the same land which are subject matter of the Tripartite Agreement dated 19th November, 1986, except for a portion of land admeasuring 14,717 sq. mtrs. retained by the Original Owners as more particularly described Secondly in the First Schedule hereunder written.



AND WHEREAS accordingly the Promoters are entitled to develop the portion more particularly described Thirdly in the First Schedule hereunder written. (hereinafter referred to as, "the Said Property").

AND WHEREAS the Promoters have been developing the said Larger Lands, which includes the Said Property forming part of PADS in phase-wise manner for last several years on layout development basis.

AND WHEREAS the Promoters are entitled to allot and sell Flat in the proposed building "ATLANTIS", with three wings having basements, stilt, podiums and 27 levels/floors for Wings A & B and 28 levels/floors for Wing C, being constructed on a portion on the Said Property. The Plans for the construction of the Said Building have been sanctioned under the I.O.D. issued by the Executive Engineer, (Eastern Suburbs), Municipal Corporation of Greater Mumbai (MCGM). The copies of the I.O.D. and Works Commencement Certificate (C.C.) are annexed hereto and marked with Letter "A" COLLECTIVELY.

AND WHEREAS the title of the Promoters has been certified by M/s. M.V. Kini & Co., Advocates, as per their certificate of title dated 2nd January, 2015, a copy of which is annexed hereto and marked with Letter "B".

AND WHEREAS the Said Property stands in the Revenue Records and Municipal records in the name of the said Original Owners / the said Authority and the Promoters as Developers thereof; the copies of the relevant P.R. Card showing

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NO 211
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the names of the said Original Owners / the said Authority and of the Partners of the Promoters, are annexed hereto and marked with Letter "C" COLLECTIVELY.

AND WHEREAS the building plans for the building to be constructed on the Said Property in Sector V, to be known as "ATLANTIS", having three Wings, A, B & C, have been sanctioned. (hereinafter referred to as "the Said Building").

AND WHEREAS the Purchaser/s has been provided by the Promoters an opportunity to inspect the plans prepared by the Promoters' Architect and other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, and the rules framed thereunder.

AND WHEREAS the Promoters have agreed to sell and the Purchaser/s has/have agreed to purchase Flat No. 2205, admeasuring 69.68 sq. mtrs. which is equivalent to 750 sq.ft. (carpet area), on the 22nd level of 'C' Wing of the Building "ATLANTIS" situated on a portion of the Said Property (hereinafter referred to as "the Said Premises") along with the benefit to use Two Covered/Mechanised Car Parking, for the consideration and on the terms and conditions hereinafter appearing.

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

1. The Promoters are developing the Said Larger Lands, which include the Said Property, situated, lying and being at Village Powai, Taluka - Kurla in the Registration District and Sub District of Mumbai City and Mumbai Suburban more particularly described Thirdly in the **First Schedule** hereunder written (hereinafter referred to as "the Said Property") in a phase wise manner on layout development basis for last several years under the Agreement for Development-cum-Sale dated 15th December, 1983 and made between the Promoters and the said owner and under the Tripartite Agreement dated 19th November, 1986 and

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made between the Government of Maharashtra of the First Part, the said Authority of the Second Part and Harishchandra Sharma and others including the said Original Owners of the Third Part and under the Agreement to Lease also dated 19th November, 1986, granted by the said Authority to the Original Owners on the terms and conditions therein contained.



2. The Promoters are constructing proposed multistoried building as per the sanctioned plans under I.O.D. and C.C. issued by the Executive Engineer (Eastern Suburbs) copies of which are annexed hereto and marked COLLECTIVELY. The Purchaser/s confirm/s that the Purchaser/s have been provided by the Promoters an opportunity to inspect the originals of the said plans, I.O.D. and C.C. and Purchaser/s confirms that the copies annexed hereto are the true copies of the said I.O.D. and C.C. and the same are inspected by the Purchaser/s prior hereto.

3. The Promoters have agreed to sell and the Purchaser/s has/have agreed to purchase the Said Premises admeasuring 69.68 sq. mtr. which is equivalent to 750 sq. ft. (Carpet Area) for the price of Rs. 3,55,79,000/- (Rupees THREE CRORE FIFTY FIVE LACS SEVENTY NINE THOUSAND only) (including Rs. Nil. Being the proportionate price of the common area and facilities appurtenant to the Said Premises as shown in the typical level plan annexed hereto) to be paid by the Purchaser/s to the Promoters in the following manner :

Asking

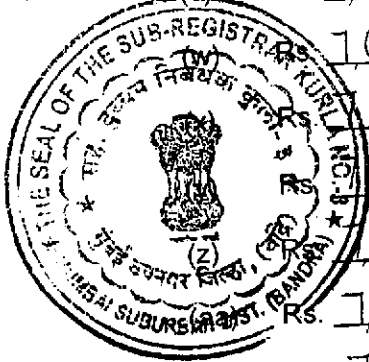
Asking

- (a) Rs. 66,23,000/- Earnest Amount
- (b) Rs. 1,53,19,699/- On or before 6-10-2016
- (c) Rs. 7,01,000/- On or before 17-10-2016 completion of plinth.
- (d) Rs. _____ On completion of 1st Slab
- (e) Rs. _____ On completion of 2nd Slab
- (f) Rs. _____ On completion of 3rd Slab
- (g) Rs. _____ On completion of 4th Slab
- (h) Rs. _____ On completion of 5th Slab

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(i) Rs.	2000
(j) Rs.	2096
(k) Rs.	

- (i) Rs. 2000 On completion of 6th Slab
- (j) Rs. 2096 On completion of 7th Slab
- (k) Rs. On completion of 8th Slab
- (l) Rs. On completion of 9th Slab
- (m) Rs. On completion of 10th Slab
- (n) Rs. On completion of 11th Slab
- (o) Rs. On completion of 12th Slab
- (p) Rs. 701,000/- On completion of 13th Slab
- (q) Rs. 701,000/- On completion of 14th Slab
- (r) Rs. 701,000/- On completion of 15th Slab
- (s) Rs. 701,000/- On completion of 16th Slab
- (t) Rs. 701,000/- On completion of 17th Slab
- (u) Rs. 701,000/- On completion of 18th Slab
- (v) Rs. 701,000/- On completion of 19th Slab
- (w) Rs. 701,000/- On completion of 20th Slab
- (x) Rs. 701,000/- On completion of 21st Slab
- (y) Rs. 701,000/- On completion of 22nd Slab
- (z) Rs. 701,000/- On completion of 23rd Slab
- (aa) Rs. 701,000/- On completion of 24th Slab
- (bb) Rs. 701,000/- On completion of 25th Slab
- (cc) Rs. 701,000/- On completion of 26th Slab
- (dd) Rs. 701,000/- On completion of 27th Slab
- (ee) Rs. 701,000/- On completion of 28th Slab
- (ff) Rs. - On completion of -
- (gg) Rs. - On completion of -
- (hh) Rs. 1719,300/- On or before possession being offered
- Rs. 355,79,000/- TOTAL

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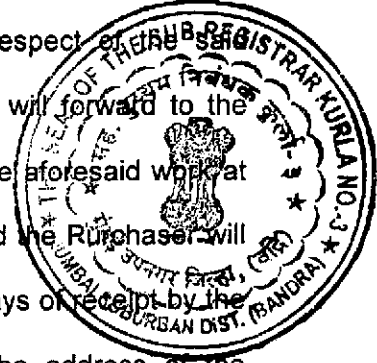


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On possession of the Said Premises being offered by the Promoters to the Purchaser/s as Licensee pending execution of deed of lease or assignment in favour of registered Co-operative Society / Organisation and upon execution of such Lease and/or Deed of Assignment such personal license to enter upon and the Said Premises in favour of the Purchaser/s shall automatically become

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absolute possession of the Purchaser/s. The Purchaser/s shall pay the amounts as aforesaid as also all other amounts and moneys becoming due and payable as per the terms and conditions of this Agreement on their respective due dates without fail and without any delay or default as time in respect of the said payments is of the essence of the contract. The Promoters will forward to the Purchaser/s intimation of the Promoters having carried out the aforesaid work at the address given by the Purchaser under this Agreement and the Purchaser will be bound to pay the amount of installments within Nineteen days of receipt by the Purchaser of such intimation by e-mail or by courier at the address of the Purchaser/s as given in these presents.



4. 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 MCGM at the time of sanctioning the building plans or thereafter and shall, before handing over possession of the Premises to the Premises Purchaser, obtain from MCGM occupation and/or completion certificate in respect of the Building.

5. It is expressly agreed that the purchaser shall be entitled to the common areas and facilities appurtenant to the Said Premises and the nature, extent and description of such common areas and facilities and percentage of undivided interest which the Purchaser/s shall enjoy in the common areas and facilities appurtenant to the Said Premises agreed to be sold, is set out in the **Second Schedule** hereunder written.

6. The Promoters have informed the Purchaser and the Purchaser is aware that –

(i) The Promoters are constructing the Said Building 'ATLANTIS' having three wings, in Sector V, as per the Layout approved by MCGM dated 28th April, 2014, on the Said Property, as a part of phase-wise development of the Said Property forming part of PADS, which is being developed on layout development basis in phase-wise manner for last several years.

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(iii) The Promoters are entitled to carry out further construction of buildings or structures in a phased wise manner on the Said Larger Lands, which include the		
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said Sector V and in such manner as the Promoters deem fit and proper as per the plans that may be sanctioned by the Municipal Corporation from time to time and until the Land covered by the Tripartite Agreement dated 19th November, 1986, is fully developed as provided and required under the said Tripartite Agreement and the Agreements to Lease, all dated 19th November, 1986, the



Promoters are not liable to and cannot cause execution of Lease of the Said Property and/or assignment thereof in favour of the proposed organisation of various premises.

The Said Building is being constructed pursuant to and in compliance with the Orders, including common Order and Judgment dated 22.2.2012 passed by the Hon'ble Bombay High Court in PIL Nos.131 of 2008, 91 of 2008 and 21 of 2010 (Said PILs). Copy of the said common Order and Judgment is available on the official website of the High Court.

(iv) As stipulated in said common Order and Judgment passed in the Said PILs, no two flats can be sold to the same person or any member of her/his family, being her/his spouse and children.

7. The Purchaser doth hereby confirm that, from the date of entering into this Agreement, it shall be the obligation of the Purchaser to bear and pay any additional development charges for layout conditions and fulfillment thereof and the same shall be borne and paid by the Purchaser alongwith the other prospective Purchasers of the premises in the said building under construction and development by the Promoters on the land more particularly described Thirdly in the **First Schedule** hereunder written and Promoters shall not be responsible or liable in that behalf.

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8. The Purchaser doth hereby further declare and confirm that he/she/they shall have no right, title, interest, claim or demand to the other adjacent building or buildings to the said Building and shall not object or dispute the right of the Promoters to the other building or buildings, as per the sanctioned plans and/or as may be amended or modified pursuant to requisite approvals from the Competent authorities and the right of the Purchaser is restricted to the Said Premises and Building as set out herein.



9. It is expressly agreed that the Purchaser/s shall be entitled to the limited common areas and facilities appurtenant to the Said Premises and the extent, nature and description of such limited common areas and facilities and the percentage of undivided interest which the Purchaser/s will enjoy in the limited common areas and facilities appurtenant to the Said Premises agreed to be sold is set out in the **Third Schedule** hereunder written.

10. It is expressly agreed between the Promoters and the Purchaser/s that the Said Premises shall be utilized for residential purposes and car parking space/area covered under the Stilt shall be used only for parking of vehicles pertaining to the Purchaser and for no other purpose or purposes whatsoever.

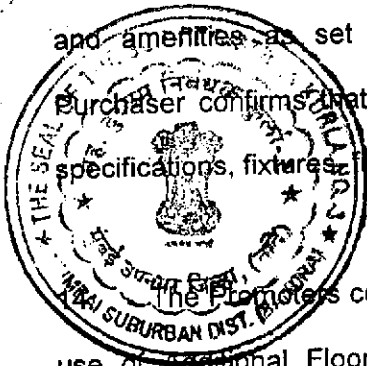
11. A copy of Certificate of title of the Promoters to the Said Property more particularly described Secondly in the **First Schedule** hereunder written issued by M/s. M. V. Kini & Co., Advocates and Solicitors, is annexed hereto and marked with Letter "B". The Purchaser/s confirms having inspected the original title certificate and the Purchaser/s further confirm/s that the copy annexed hereto is the true copy of the original certificate inspected by the Purchaser/s. The Purchaser/s accepts the said Title Certificate and has/have satisfied himself/herself/itself about the title of the Promoters to said Property and the right of the Promoters to develop the said Property.

12. The Revenue Records stands in the name of the said Original Owners / the Promoters and the copies of the same are annexed hereto and marked with

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Letter "G" and the Purchaser/s	2094
record is taken by the Purchaser/s	

confirm that the inspection of the said original copies annexed hereto are the copies of the original records inspected by the Purchaser/s.

13. It is expressly agreed that the Said Premises shall contain (save and except car parking space, area covered under Stilt which shall be a normal brick structure with cement plaster and cement flooring) specifications, fixtures, fittings and amenities as set out in **Fourth Schedule** hereunder written and the



Purchaser confirms that the Promoters shall not be liable to provide any other specifications, fixtures, fittings and amenities in the Said Premises.

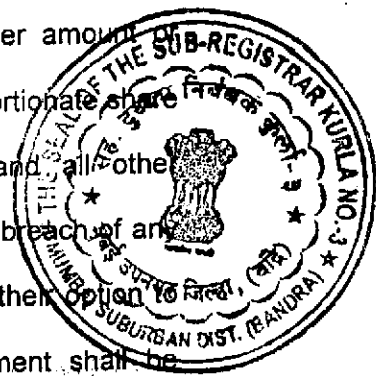
The Promoters confirm that they are developing the Said Property with the use of Additional Floor Space Index ("FSI"), Fungible FSI and Transferable Development Rights in accordance with the plans sanctioned by MCGM.

15. The Purchaser/s confirm that the Promoters have granted to the Purchaser/s an opportunity to inspect all necessary title documents and approvals, in respect of the Said Property including the documents set out hereinabove and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after being satisfied with the aforesaid documents.

16. The Purchaser/s confirms that the installments payable by the Purchaser/s and all amounts payable under these presents shall be paid on the respective due dates without any delay or default as time in respect of payment of installments and in respect of all amounts payable under these presents by the Purchaser/s to the Promoters, is of the essence of the contract. If the Purchaser makes delay or default in making payment of any of the installments and/or any other amounts, the Promoters shall issue a delay/default notice requiring the Purchaser to take necessary remedial action within thirty days of receipt of such notice. In case of any delay/default, the Purchaser shall be required to pay **monthly compounded** interest on amount due at 12% p.a., till the amount is received by the Promoters.

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without prejudice, to other rights in law and under these presents that the Promoters may enjoy. It is further agreed that if the Purchaser/s fail/s to remedy a delay/default in payment of either the installments or any other amount of amounts under these presents on due dates (including his/her proportionate share of taxes, rates, cesses, other charges, betterment charges and all other outgoings) (even after thirty day notice period expires), or commits breach of any of the terms of this Agreement, the Promoters shall be entitled at their option to terminate this Agreement. This option to terminate this Agreement shall be exercised by the Promoters only after giving to the Purchaser/s fifteen days prior notice in writing of their intention to terminate this Agreement and specifying the breach or breaches of the terms and conditions on account of which the Promoters intend to terminate the Agreement and if the Purchaser fails to remedy such breach or breaches within the stipulated period of fifteen days from the date of such notice from the Promoters. It is further agreed that upon termination of this Agreement as stated herein, the Promoters shall be at liberty, without prejudice to their other rights and remedies available under law, to sell and dispose of the Said Premises to any person or persons as the Promoters may deem fit. After the sale of said Premises, the amount/s which the Purchaser/s may have till then paid to the Promoters, shall be refunded by the Promoters, without interest, after deducting therefrom (i) losses (if any) that may arise on account of sale of the Premises (ii) the amount of interest the Purchaser is liable to pay to the Promoters for delayed payment and (iii) the [other expenses] like brokerage paid, legal and documentation charges etc., if any.



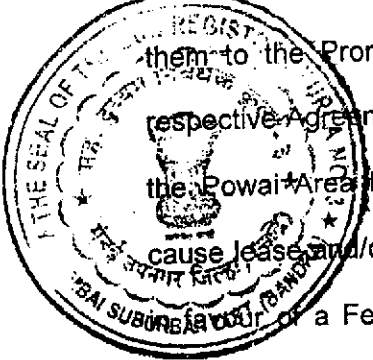
17. The Purchaser/s shall be liable to pay Service Tax and VAT or any other taxes, charges etc. applicable to the allotment / sale of the Said Premises. The Purchaser/s shall also be liable to pay alongwith the consideration value, additional charges as contained in Clause 23) herein below.

18. The amount paid by the Purchaser/s to the Promoters shall be appropriated firstly towards taxes payable by him/her, then towards interest payable for all outstanding installments towards consideration in respect of the

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Said Premises, cheque bounce charges, if any, then any administrative expenses and lastly towards consideration/outstanding dues in respect of the Said Premises.

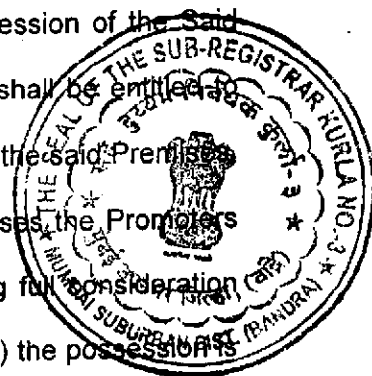
19. The Promoters will sell the premises intended to be constructed on the Said Property with a view that the Purchasers of all the premises in the Said Building shall be admitted to a Co-operative Society of all such prospective Purchaser/s (hereinafter referred to as "the said Organisation"). Upon the Purchasers of all the premises in the Buildings, already constructed and to be constructed on the Said Property, paying in full their respective dues payable by them to the Promoters and complying with the terms and conditions of their respective Agreements with the Promoters, and only after the land covered under the Powai Area Development Scheme is fully developed, the Promoters shall cause lease and/or Assignment and Transfer of the Said Property to be executed of a Federation of the Societies of all the buildings constructed/to be constructed on Said Property (hereinafter referred to as "the Federation") in accordance with the said Tripartite Agreement dated 19th November, 1986. It is expressly agreed that the Purchaser/s shall not at any time seek sub-division of the said Property.



20. It is expressly agreed that the possession of the Said Premises will be handed over by the Promoters to the Purchaser/s by 31st day of December, 2019, provided the Promoters have received the full purchase price of the Said Premises and other amounts payable by the Purchaser/s to the Promoters under these presents and, provided the construction of the said building is not delayed on account of non-availability of steel, cement or other building material, water or electric supply and no act of God, Civil Commotion, Riot, War or any notice, Order, Rule, Notification of the Government and/or any other Public Body and/or Competent Authority and/or any order of Court / Tribunal / Forum and/or any reasons and/or circumstances beyond control of the Promoters, has disturbed the construction schedule of the Said Building and there is no delay in issue of Occupation Certificate and/or Building Completion

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Certificate by the MCGM and/or Planning Authority and circumstances beyond the control of the Promoters. If the Promoters for any of the aforesaid reasons beyond the control of the Promoters are unable to give possession of the Said Premises by the date stipulated hereinabove, the Promoters shall be entitled to proportionate extension of time for handing over possession of the said Premises. If thereafter also, they are unable to handover the said Premises, the Promoters agree that they will pay, subject to (i) the Purchaser/s making full consideration value with other charges as contained in this Agreement and (ii) the possession is not delayed because of the acts and omissions of the Purchaser, an amount equivalent to rental prevailing in the market in the near vicinity for same size tenement, till handing over possession of the said Premises. If even after period of three years thereafter, the Promoters are unable to give possession of the Said Premises, they shall be liable on demand by the Purchaser/s to refund to the Purchaser/s the amounts already received by them in respect of the Said Premises alongwith monthly compounded interest at the rate of 12% per annum. Till the entire amount alongwith interest as aforesaid is refunded by the Promoters to the Purchaser/s, subject to prior encumbrances, if any, be a charge on the Said Premises. It is agreed that upon refund of the said amount, the Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoters or in respect of the Said Premises / or Said Property in any manner whatsoever and the Promoters shall be entitled to deal with and dispose of the Said Premises to any person or party as the Promoters may desire.



21. The Promoters agree that within a period of three years from the date of the Promoters offering possession of the said Premises to the Purchaser(s) if the Purchaser/s brings to the notice of the Promoters any defect in the Said Premises or the said Building in which the Said Premises is situated or the material used therein, then, wherever possible such defects shall be rectified by the Promoters at their own cost within six months from the date of intimation failing which the Purchaser may rectify such defects through mutually appointed Licensed Architect and the cost incurred in that behalf shall be reimbursed to the Purchaser/s. It is

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however agreed and confirmed that the Promoters will be liable to rectify the defects only if the Promoters are responsible for such defects.

22. The Purchaser/s hereby agrees that in the event of any amount being levied by way of premium and other charges, betterment charges and/or development tax, security deposit, charges for the purpose of giving water connection, drainage connection and electricity connection / payable to the MCGM and/or to State Government, B.S.E.S., other taxes and/or payments of a similar nature becoming payable by the Promoters, the same shall be paid by the Purchaser/s to the Promoters in proportion to the area of the Said Premises. It is agreed that the betterment charges referred to hereinabove shall mean and include pro-rata charges which the Purchaser/s may be called upon to pay by the Promoters in respect of installation of water line, water mains, sewerage line, sewerage main, electric cable, electric substation (if any) making and maintaining of Internal Roads and access to the Said Property, drainage layout and all other facilities till the charge of the said Building / Property is handed over to the Federation of all the Societies / Organizations of the Purchasers of the premises in the Said Property.

23. (A) The Purchaser/s shall at the time of delivery of the possession of and/or personal licence to use the Said Premises, whichever is earlier, pay to the Promoters the following amounts :-

(i) [Adhoc] Maintenance charges being Rs.2,50,000/- and Society charges (Membership + Share Money + Society Formation) of Rs.10,000/-. The aforesaid amounts towards provisional outgoings after deduction therefrom of arrears of taxes and expenses mentioned in the **Fifth Schedule** hereunder written and the expenses incurred in the formation of the said Organisation as the case may be, will be transferred by the Promoters to the said Organisation as and when management of the said Building is transferred to such Organisation.

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(ii) Legal Charges of Rs.1,25,000/-, Documentation Charges of Rs.25,000/-, Charges towards water, electricity, drainage, sewerage connection etc. of Rs.1,25,000/- and Mahanagar Gas Connection charges of Rs.10,000/-.

(iii) An amount of Rs.2,00,000/- as onetime payment for construction of Club House and shall also be liable to pay on monthly basis its usage, maintenance and operation charges regularly to the Promoters or to the Society of the Purchasers, as the case may be.



These amounts are to be paid before possession is given and/or personal licence to use the Said Premises is granted, whichever is earlier as "Society Deposit" and no interest will be payable thereon. The Promoters shall utilize the sum paid by the Purchaser to the Promoters for meeting all legal costs, charges and expenses including professional cost of the Advocates of the Promoters in connection with the formation of the said Organisation, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and lease / sub lease / assignment of Lease.

(B) Notwithstanding anything contained in this Agreement, the Purchaser/s hereby agrees to contribute and pay his/her/their proportionate share towards the costs, charges, expenses, Municipal taxes, all other outgoings etc. in respect of the items specified in the **Fifth Schedule** hereunder written. Such share is to be determined by the Promoters having regard to the area of each Premises. The Purchaser/s will not be entitled to ask for adjustment of the deposit amount mentioned herein against the expenses, Municipal taxes and outgoings.

(C) The Purchaser shall pay Rs. 1,25,000/- to the Promoters to meet the future maintenance of Internal Layout Roads, Recreation Areas, Street Lighting etc. and for the purpose of maintenance and upkeep of recreation areas and other facilities which the Promoters provide specifically for the Purchasers of premises in the Said Property and earmark the same for the purpose of use thereof by the Purchasers of premises in the buildings in PADS. It is clarified that

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the said amount of Rs. 1,25,000/- is not by way of consideration for acquiring the

Said Premises by the Purchasers of premises but for the purpose of lumpsum payment of future maintenance in respect of the aforesaid area. It is further agreed that the Promoters will have right, and good power to invest the said amount or amounts for the betterment of the common infrastructure by the Promoters and the Purchaser shall have no right to the said amount and the Purchaser shall not claim either refund thereof or hold the Promoters liable in that

behalf in any manner whatsoever. It is agreed that the Promoters shall be entitled

to utilize the said amount for the purpose of the aforesaid arrangement in respect

of the maintenance of internal layout roads, recreation areas and repairs thereof,

street lighting etc. It is also repeated and confirmed that the Promoters will make

arrangement for the aforesaid maintenance work and make diligent efforts in that

behalf. However, the Promoters shall not be liable for any act of commission or

omission or failure in future maintenance or repairs of internal layout roads, street

lighting and other areas by reason of the fact that the aforesaid amount is paid by

the Purchaser to the Promoters and the Promoters will endeavour in reasonable

manner to provide for the same. It is agreed that the Promoters will be entitled to

provide for a body or association as the Promoters may deem fit so as to maintain

the said internal layout roads, street lighting etc. through the medium or

instrument of such body or association as the case may be. The Promoters shall

be entitled to transfer the said amount or balance thereof to such body or

association as the case may be and whereupon the Promoters shall be absolved

of all their liabilities in respect of the said amount and application and utilization

thereof. The Purchaser/s declare/s and confirm/s that the payment of the said

sum as stated hereinabove is over and above the purchase price and also the

various deposits and charges agreed to be paid by the Purchaser/s and the same

shall not be set off or adjusted against any other amount or amounts in any

manner whatsoever.

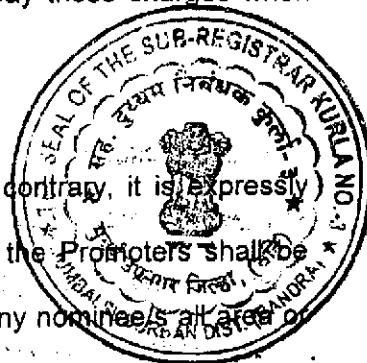
(D) In the interest of the flat purchasers of the ATLANTIS building, and

for environmental safety as per statutory requirement, a centralized Sewage

Treatment Plant (STP) shall be, operated and managed by an agency, appointed

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by the Promoters. The said agency will supply treated water to all the three wings of ATLANTIS building on the scheduled times. The usage of such treated water will be measured by water meter and the said agency will charge and claim the cost from the Purchaser /organization of the flat purchasers per month as per the consumption and the Purchasers shall be liable to pay those charges when claimed.



24. Notwithstanding what is contained herein to the contrary, it is expressly agreed between the Promoters and the Purchaser that the Promoters shall be entitled to utilize and enjoy either personally or through any nominees all areas or areas forming part of the said Larger Lands including the Said Property as properly as may be available from time to time including areas reserved for public utility including recreation etc. by utilizing the same as the Promoters may deem fit and the Promoters will be entitled *inter alia* to construct Recreation Centre, Health Club or Club House, Library, Cinema Theatre, Video Theatre or Hotel or carry on such other activity or activities as the Promoters may desire on professional and/or commercial basis and the ownership of such construction and structures including right to own, manage, run and conduct such area or areas or structure or structures with right to transfer or assign benefit thereof and to recover and appropriate consideration received therefrom including from the day to day business thereof shall be that of the Promoters alone exclusively and the Purchaser/s shall have no right thereto either in his individual capacity or through the Organisation of the Flat Purchasers. The Purchaser/s doth hereby declare and confirm for the sake of clarity that the ownership of all such area or areas and construction by way of Recreation Centre, Health Club, Library or Club House or Hotel etc., shall belong to the Promoters alone exclusively and the Purchaser/s shall have no right to the same in any manner whatsoever.

25. The Promoters reserve to themselves the right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the larger land and the common right of ways at all times, by day and night, for all purposes and also to lay and connect drains, pipes, cables and

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amenities necessary for the full and proper use and development of the said larger lands and if necessary to connect the drains, pipes, cables etc. under, over or along the land appurtenant to each and every building in the said larger land, provided that the Promoters shall use their reasonable efforts to ensure that the Purchaser/s enjoyment of the Said Premises is not adversely affected.

26. So long as each Flat/Premises/Garage in the Said Building shall not be separately assessed for municipal taxes and water taxes etc., the Purchaser shall pay to the Promoters or to the said Organisation when formed, a proportionate share of the municipal taxes and water taxes etc. assessed on the whole building, such proportion to be determined by the Promoters on the basis of the area of each Flat/Premises/Garage in the Said Building. The Purchaser along with the other premises holders will not require the Promoters to contribute a proportionate share of the water charges, tanker water charges, electricity used for water, lifts and any other similar charges relating to occupation in respect of the Flats/Premises, which are not sold and disposed off by the Promoters. The Promoters will also be entitled to the refund of the Municipal Taxes on account of the vacancy of the Said Premises.

27. The Purchaser/s shall from and after the date of issue of the notice from the Promoters to him/her/them to take possession and/or personal licence at the request of the Purchaser/s, whichever is earlier, of the Said Premises shall be liable to pay, on or before 5th day of each and every month, irrespective of possession and/or personal licence at the request of the Purchaser/s, whichever is earlier, being taken or not, a provisional amount of Rs.10,416/- towards taxes, salaries of the persons appointed by the Promoters, Liftman, Sweepers, Insurance Premium etc. and other outgoings and expenses including the outgoings mentioned in the **Fifth Schedule** hereunder. On transfer of management of the Said Building to the Organisation of the Purchasers, the balance of aforesaid monthly contributions, (less deductions provided for in this Agreement) shall be paid over by the Promoters to the Organisation.

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28. The Purchaser/s shall not use the Said Premises for any purpose other than as set out in these presents nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the Said Building or for any illegal or immoral purpose.

29. The Purchaser/s for himself/herself/themselves with intention to bring all persons unto whomsoever hands the Said Premises may come both/do hereby covenant with the Promoters as follows :



a) To maintain the Said Premises, at Purchaser's own cost in good and tenable condition from the date of possession and/or personal licence at the request of the Purchaser/s, whichever is earlier, of the Said Premises is taken and shall not do or suffer to be done anything in or to the building in which the Said Premises is situated, staircase or any passages in the Said Building which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the Said Premises is situated and in the Said Premises itself or any part thereof.

b) Not to do or suffered to be done anything to the building entrance canopy, which may be against the rules, regulations or bye-laws of concerned local or any other authority.

c) Not to encroach upon external and/or internal ducts/void areas attached to the premises by constructing permanent and/or temporary work by closing and/or using it, the said duct area is strictly provided for maintenance of service utilities such as plumbing pipes, cables etc. (For breach of any of the terms mentioned hereinabove, the Purchaser/s shall be solely responsible for all the consequences arising because of the same.)

d) Not to affix or put any dish antenna outside the premises or change the position of A.C. condenser units installed in the Premises or any of their accessories, which has the possibility to spoil the exterior elevation of the Premises and the Building. However, common dish antenna can be installed on

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the terrace of the Building. The Purchaser/s can put additional A.C. condenser unit/s only after taking written permission of the Promoters.

e) Not to change the position of washing machine provided in the Said Premises or any accessories in respect thereof in any manner. The Purchaser shall be liable to make good any damage caused as a result of the Purchaser not complying with the said condition.

f) Not to affix or put any grills outside the windows of the Said Premises as well as not to change material, color, holes, windows, chajjas, railings, etc., which has the possibility of spoiling the exterior elevation of the Premises and Building.



Not to chisel or break or cause any damage to the columns, beams, walls, slabs or R.C.C. parades or other structural members in the said building or on the parades/railings provided in the said building. Also not entitle to make any kind of holes/cuts etc. in R.C.C. in R.C.C. slabs or any structural members.

The Promoters have informed the Purchasers that all the R.C.C. members, flooring, walls etc. form the structural members of the entire Building and any damage and/or modification thereto and/or any changes therein either structural or elevational, requires strict technical inputs, since any damage to them would strictly result in damage to the entire structure of the Building, which may lead to serious implications not only to the Said Premises but to the entire Building. The Promoters have also informed to the Purchaser/s that any such act on the part of the Purchaser/s are also criminally liable/ punishable under the various provisions of law.

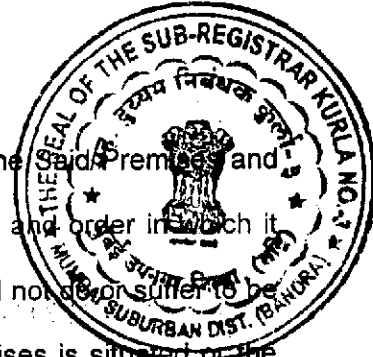
h) Not to put or keep plant pots, signboards and / or any object outside the windows of the Said Premises.

i) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to danger the construction or structure of the Building in which the said Premises is situated or storing of goods, which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages, which may damage or likely to damage

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the staircase, common passage or any other structure of the Building in which the said Premises is situated including entrance of the Building and the said Premises. The Purchaser/s in the event of negligence or default on his/her/their part in this behalf, shall be liable for the consequences of such breach and damages caused.

j) To carry at his/her own cost, all internal repairs to the Said Premises and to maintain the Said Premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not suffer to be done anything in or to the building in which the Said Premises is situated or the Said Premises which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.



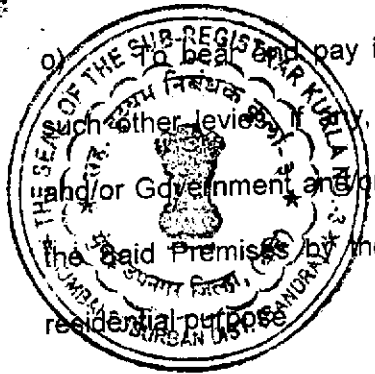
k) Not to demolish or cause to be demolished the Said Premises or any part thereof or amalgamate the said Premises or any part thereof with any other premises or part thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the building in which the Said Premises is situated and shall keep the portion, sewers, drains pipes in the Said Premises and appurtenances thereto in good, tenantable and repairable condition and in particular, so as to support, shelter and protect the other parts of the building in which the Said Premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. parris or other structural members in the Said Premises without the prior written permission of the Promoters and/or a of Organisation.

l) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said Property and the building in which the Said Premises is situated or any part thereof or whereby any increase in premium shall become payable in respect of the Said Building and/or the Said Premises.

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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 Property and the building in which the Said Premises is situated.

n) To pay to the Promoters within thirty days of receipt of demand notice issued by the Promoters his/her/their share of additional security deposit/charges/premium, if any, that may be demanded by the concerned local authority or Government for giving water, drainage, electricity or any other service connection to the building in which the Said Premises is situated.



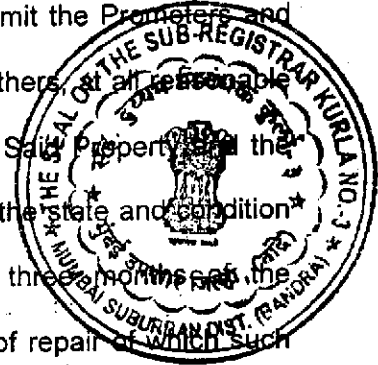
o) To pay increase in local taxes, water charges, insurance and such other levies, which are imposed by the concerned local authority, and/or Government and/or other public authority, on account of change of use of the Said Premises by the Purchaser, viz. use for any purpose other than for residential purpose.

p) The Purchaser/s shall not let, sub-let, transfer, assign or part with the Said Premises, interest or benefit of this Agreement or part with the possession and/or personal licence as the case may be of the Said Premises, until all the dues payable by the Purchaser/s to be Promoters under this agreement are fully paid up and the Purchaser/s has/had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and the Purchaser has paid to the Promoter an amount equivalent to 2% of the consideration for administrative and legal charges.

q) The Purchaser/s shall observe and perform all the rules and regulations which a Organisation may frame at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Said Building and the Said Premises 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 Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Organisation regarding the occupation and use of the Said

Premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

r) Till a lease or assignment of the said Property is executed in favour of Organisation of the Purchasers, 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 Premises and the Said Property for the said building or any part thereof and to view and examine the state and condition thereof and the Purchaser/s shall make good, within three months of the Promoters giving a notice, all defects, decays and wants of repair of which such notice in writing shall be given by the Promoters to the Purchaser/s and for carrying out any work to any other part of the said Building.



s) Not to obstruct or prevent the Promoters in any manner whatsoever from carrying out further construction of buildings or structures on the land covered under PADS, in such manner as the Promoters deem fit and proper as per the sanctioned plans and until the said Land covered by the Tripartite Agreement dated 19th November, 1986, is fully developed as provided in the said Tripartite Agreement and until Lease of the Said Property is executed and/or assigned in favour of the said Organisation of various premises purchasers.

30. The Purchaser confirm/s that the Promoters have informed them / he that

a) All internal dimensions for carpet area are from unfinished wall surfaces. Minor variations (+/-) upto 3% in actual carpet areas may occur on account of site conditions. In the event variation is more than 3%, the consideration will stand decreased or increased as the case may be, in proportion to such variation.

b) In toilets the carpet areas will be inclusive of pali walls.

c) That whenever natural Indian/Imported marble is used by the Promoters in the premises, there are going to be inherent imperfections which someone may

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view as defect. These imperfections are inherent in natural marble and have to be viewed as their natural beauty, as perfect leveling of factory made products like ceramic tiles, mosaic tiles of agglomerated marble etc. do not give the same warmth or feeling.

31. At the time of registration of the Lease/Assignment in respect of the Said Building, the Purchaser/s shall pay to the Promoters the Purchasers' share of stamp duty and registration charges payable, if any, by such Organisation on the Lease or Assignment or Transfer or any document or Instrument of transfer in respect of the building, to be executed in favour of such Organisation.



32. Provided it does not in any way affect or prejudice the rights of the Purchaser/s in respect of the Said Premises, the Promoters shall be at liberty to transfer or otherwise deal with their right, title and interest in the Said Property more particularly described Secondly in the **First Schedule** hereunder written.

33. The Purchaser/s and the person/s to whom the Said Premises are permitted to be transferred, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Promoters or Organisation of the Purchasers (as the case may be) may require for safeguarding the interest of the Promoters and/or the Purchaser/s and other Purchasers in the Said Property, more particularly described secondly in the **First Schedule** hereunder written.

34. The Purchaser/s and the person/s to whom the Said Premises is permitted to be transferred with the written consent of the Promoters, shall (i) observe and perform all the provisions of the Bye-laws and/or the rules and regulations of Organisation when formed and/or all the provision of the Memorandum and Articles of Association of such Organisation and the additions, alterations or amendments thereof for the observance and carrying out the building Rules and Regulations and the Bye-laws for the time being of the Municipal Corporation of