

41. The Apex Body shall have a committee of its own formed of the representative of each society of the said wings of the Building known as "Vasant Oasis" constructed on the said Property. After the election/nomination of the representative by each society the said representative so elected/nominated shall hold office as office bearers of the said committee for a period of three years. The Society of the said wing "ACACIA" and other wings of the Building "Vasant Oasis" to be constructed on the said Property shall also have their representations on the committee. The committee so formed of the representative as stated herein above shall have full power, absolute control and discretion as regards the effective maintenance and management of the infrastructure of the said Property without their being any kind of interference in any manner whatsoever from any society. The Apex Body shall frame such rules, regulations and bye laws for the effective maintenance/management of the infrastructure and the same shall have a binding effect and full force against the societies formed of the Purchaser/s of the said wings of the Building known as "Vasant Oasis" to be constructed on the said Property including its members and others as aforesaid. Any violation of the said rules regulations and bye laws as framed by the Apex Body or by the Society shall be liable to such action as stated in the said rules, regulations and bye laws as the Apex body may determine from time to time. The Apex Body shall be constituted under the guidelines to be framed by the Owner and the Apex Body shall maintain, govern and administer the infrastructure of the said Property on the basis of the guidelines. The Apex body shall unconditionally accept and adopt such guidelines as framed by the Owner. The Purchaser/s shall have no right to claim refund for the deposit of Rs. 2,07,000 (Rupees Two Lakh Seven Thousand only) to be paid for the Apex body nor will the said sum be allowed to be set off or adjusted against any other amount or amounts payable by the Purchaser/s in any manner whatsoever. The Purchaser/s has entered into this Agreement after having understood the above arrangement and the Purchaser shall not be permitted to question or in any way to dispute the said arrangement as stated hereinabove or with regard to the constitution and formation of the Apex Body and the said arrangement shall be final and binding on the



Rs.	2,07,000
(Rupees	Two Lakh Seven Thousand
	only)

(Signature of Owner)

(Signature of Purchaser/s)

Purchaser/s. It is further agreed accepted and confirmed by the Purchaser/s that until the Apex Body is formed and constituted for the maintenance and management of the Infrastructure as mentioned hereinabove the Owner shall have full power, control and absolute authority to manage and maintain the said infrastructure facilities as mentioned hereinabove in the manner they may deem fit and for that purpose the Owner shall be entitled to lay down such terms and conditions as regards payment by the Purchaser/s of premises in the said wings in respect of the monthly maintenance charges or otherwise to enable the Owner to effectively maintain the Infrastructure facilities. The Purchaser/s has hereby agreed to abide by the terms as laid down by the Owner and the Purchaser/s shall have no right to question and dispute the decision of the Owner in regard to their powers and authorities for maintaining the said infrastructure facilities. In the event of the Purchaser/s failing to abide by the terms and conditions as laid down by the Owner the same shall be deemed as a breach of the terms of this Agreement and thereupon the Owner shall have the right to exercise the remedies under the law and as per the terms of this Agreement even though the Purchaser/s shall have not taken possession of the Said Premises and the Purchaser/s shall not have paid the consideration amount and all other dues under the said

agreement. The provisions contained in clause 15 & 16 and / or 17 be deemed in force till the formation of the Apex body. It is clearly understood by the Purchaser/s that the deposit Rs. 2,07,000 (Rupees Two Lakh Seven Thousand only) as mentioned hereinabove for the purpose of maintenance and management of the infrastructure is to be received by the Owner as deposit only and the interest accruing out of such deposit shall be only utilized in the event of there being major repairs and or replacements to the said infrastructure facilities and the Purchaser/s

is hereby further informed that the day to day maintenance of the infrastructure facilities such as street lights, storm water drains, drainage system, sewerage, water tank, gardens, security etc. within the said property shall be maintained out of the monthly maintenance charges to be paid by the Purchaser/s in that behalf promptly and regularly without default to the Owner and or the Society whereof the Purchaser/s will become a member and in the

HCE

  
 (Signature of Owner)


  
 (Signature of Purchaser/s)


event of the Purchaser/s failing to pay the said monthly charges necessary actions shall be taken and remedies shall be obtained and adopted against the Purchaser/s for the breach committed and such breach shall be construed as a breach of the terms and conditions of this Agreement which shall be deemed to be existing always as long as the Purchaser/s is the holder of the Said Premises.

42. The Owner has informed and the Purchaser/s is/are aware that the Conveyance/Lease in favour of such Apex Body shall be executed only after the said Property shall have been fully developed by the Owner i.e. where the said building "Vasant Oasis" is completed in all aspects and occupation certificate is received by the Owner from the competent authority and all the flats, shops and other premises in all the said wings of the Building known as **Vasant Oasis** are sold and disposed off. The purchasers and/or the co-operative societies formed of all the wings and/or the Apex Body so formed shall not demand conveyance from the Owner at any time before or prior to the abovementioned arrangement is completed in all aspects. Until the execution of the Conveyance/Lease, the possession of the said Property and the said Buildings and premises therein shall be deemed to belong to the Owner and the Purchaser/s who shall have been given possession of the Said Premises ~~agreed to be sold to him/her/them shall hold merely as a licensee thereof~~ sold to him/her/them shall hold merely as a licensee thereof.
43. In the event of any portion of the Property being notified for set-back prior to the transfer of the premises to Apex Body, the Owner shall be entitled to receive the amount of compensation for such set-back Property or F.S.I./TDR in lieu of the same.

44. The Conveyance/Lease in favour of such Apex Body shall be executed only after the Property shall have been fully developed by the Owner as aforesaid.

45. The Purchaser/s hereby grants his/her/their irrevocable power and consent and agrees to the Owner developing the said Property fully by constructing the said Building and/or wings/additional floors/structures thereon so as to avail of the full FSI permissible at present or in future including for staircase, lift, and by way of TDR or

  
(Signature of Owner)

  
(Signature of Purchaser/s)

by purchase of floating FSI on the said Property and including up "additional construction" and the Owner selling the same and appropriating to itself the entire sale proceeds thereof without the Purchaser/s or other acquirers of the premises in the said Building known as **Vasant Oasis** and/or their common organization having any claim thereto or to any part thereof. The FSI and/or further additional construction shall always be the property of the Owner who shall be at liberty to use, deal with, dispose of, sell, and transfer the same in any manner the Owner may decide. The Purchaser/s agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance. The conveyance of the said Property together with said wings of the Building known as **Vasant Oasis** being constructed thereon and transfer of rights and benefits of the Owner as hereinafter mentioned shall be subject inter alia to the aforesaid reservation. The Owner shall be entitled to consume the said FSI by raising floor or floors on any structure and/or pulling up additional structures and/or by way of extension of structures.

46. In the event of any portion of the Said Premises being required by any local or Government Authorities the Owner alone shall be entitled to give such portion to the said authority or anybody for such purpose on terms and conditions as the Owner shall deem fit.

47. So long as the various premises in the said Building shall not be separately assessed by Local Body for the purpose of property taxes, water charges and rates, the Purchaser/s shall pay the proportionate share of such taxes, rates and other outgoings assessed on the said Property. The Purchaser/s shall tentatively pay Rs. 6,210 /- (Rupees Six Thousand Two Hundred Ten only)

per month to the Owner for the above.

48.	The Purchaser/s hereby agrees and shall pay to the Owner a lumpsum of Rs. <u>2,07,000</u> /- (Rupees <u>Two Lakh Seven Thousand</u> only)
-----	---

in addition to the sale price stated in this Agreement, being interest free deposit towards maintenance of facilities such as Club House &

(Signature of Owner)

(Signature of Purchaser/s)

Swimming Pool. The Owner shall not be held liable or accountable for the sum so spend from the aforesaid deposit, for the maintenance of the above mentioned facilities neither to the Purchaser/s or the society so-formed of the said Wing known as "ACACIA" or the Apex Body of Co-operative Housing Society respectively. The Purchaser/s hereby agrees to pay and shall be bound to pay to the Owner, whenever so demanded by the Owner such additional sum for the maintenance and upkeep of the facilities such as Club House and Swimming Pool.

49. The Owner shall be liable to pay only the Municipal Rates and taxes, at actual, in respect of the unsold premises in the said Wing known as "ACACIA". In case, the Conveyance/Lease is executed in favour of the Apex Body of Co-operative Housing Society before the disposal by the Owner of all the Said Premises, then in such a case, the Owner shall join in the Society of wings so formed as members, holding such unsold premises and as and when such premises are sold to the persons of the choice and at the discretion of the Owner, the Co-operative Society of wings so formed shall admit as members, the Purchaser/s of such premises without charging any premium or any other extra payment and notwithstanding any dispute that may be existing between Owner and such Society. In the event such Co-operative Society as mentioned hereinabove refuses to admit the nominees of the Owner as Members of the said Society then in such event the Owner shall adopt legal proceedings with the Registrar of Co-operative Society and claim for cost from the Society by adopting legal proceedings in respect thereof. Pending such litigation the Owner their nominees shall stop the payment of monthly outgoings payable to the Society in respect of the Said Premises.



50. The Purchaser/s shall maintain at his/her/their own costs the Said Premises agreed to be purchased by him/her/them in the same conditions, state and order in which it is delivered to him/her/them and shall abide by all bye-laws, rules and regulations of the Government, Local Bodies and Authorities, Electricity Supply Company and of the Co-operative Societies and shall attend to

Handwritten signature in a rectangular box.

(Signature of Owner)

(Signature of Purchaser/s)

answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions and covenants contained in this Agreement.

51. The Purchaser/s hereby agrees that in the event of any amount becoming payable by way of levy or premium to the Concerned Local Authority or to the State Government by way of or betterment charges, development charges or any other payment of a similar nature in respect of the said Property and/or the various premises to be constructed thereon, the same shall be reimbursed by the Purchaser/s to the Owner immediately on the demand made by the Owner, in the proportion in which the area of the Said Premises shall bear to the total area of the other premises in the said Building and the decision of the Owner in this regard shall be conclusive and binding upon the Purchaser/s. The Purchaser/s shall be liable to pay the development charges Rs. 14,490/- (Rupees Fourteen Thousand Four Hundred Ninety only). as and by way of development charges as levied by BMC and any such further increase there from as may be determined by the BMC from time to time.

52. The Purchaser/s shall on demand, deposit with Owner his/her/their proportionate share towards the installation of water meter and electric meter and/or for any other deposit to be paid by the Owner to the Local Authority or Body concerned and/or to any other Concerned Authority.

53. The Purchaser/s hereby covenants with the Owner to pay consideration amount liable to be paid by the Purchaser/s under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Owner fully indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be observed by the Owner. The Purchaser/s also agrees and undertakes to give all the facilities to the Owner to carry out additional construction work on the said Wing known as "ACACIA" of the Building known as "Vasant Oasis" now under construction.

(Signature of Owner)

(Signature of Purchaser/s)



54. The Purchaser/s agree and undertake from time to time to sign and execute the application for the formation and registration of a Society for the said Wing known as "ACACIA" or any of the said Wings of the Building known as "Vasant Oasis" including the signing of the bye-laws of the proposed society within ten days of the intimation by the Owner. No Objection shall be raised to the changes in the draft bye-laws as may be required by the Registrar of Co-operative Societies and/or other Concerned Authorities. The Purchaser/s shall be bound from time to time to sign all the papers and documents and all other deeds as the Owner may require him/her/them to do from time to time for safeguarding the interest of the Owner and the Purchaser/s of other premises in the said wing known a "ACACIA" or any other wings of the Building known as "Vasant Oasis". Failure to comply with the provisions of this clause will render this Agreement ipso factor to come to an end. The Purchaser/s shall ensure that as and when the Owner shall so require the Co-operative Society shall pass the necessary resolution confirming the right of the Owner, as aforesaid to carry out additional construction work on the said Building and structures on the said Property and also confirming the right of the Owner to sell on ownership basis other premises in the said Wing known as "ACACIA" or any other Wings of the Building known as "Vasant Oasis" to be constructed on the said Property.



55. Without prejudice to the right of the Owner to transfer the said Building to Apex Body as provided in this Agreement, the Owner shall also have a right to submit the said wing "ACACIA" or any other wing of the Said Building known as "Vasant Oasis" on the said Property (including additional structures that may be constructed thereon) or portion or portions of the said Property to the provisions of the Maharashtra Apartment Ownership Act, 1970 (hereinafter for the sake of brevity referred to as "MAO ACT") and to require the Purchaser/s of the concerned premises to form themselves into an Associations of Apartment Owners being a condominium as contemplated under the provisions of MAO Act and the Rules framed thereunder. In the event of the Owner determining that, the Purchaser/s of the premises in any one or more Wing of the Building "Vasant Oasis" on the said Property should form

to transfer the said Property to the provisions of the Maharashtra Apartment Ownership Act, 1970 (hereinafter for the sake of brevity referred to as "MAO ACT") and to require the Purchaser/s of the concerned premises to form themselves into an Associations of Apartment Owners being a condominium as contemplated under the provisions of MAO Act and the Rules framed thereunder.

*[Handwritten signature]*

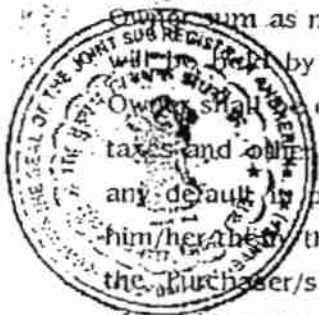
(Signature of Owner)

*[Handwritten signature]*

(Signature of Purchaser/s)

themselves into an Association of Apartments Owners as contemplated by the MAO ACT, all the Purchaser/s of the concerned premises shall sign such declarations, agreements, papers and deeds of undertaking as may be required to be signed and executed for enabling the compliance of the said MAO Act. The Purchaser/s of the premises shall agree to abide by the rules and bye-laws of the condominium as may be prescribed under the provisions of the MAO Act from time to time. In order to enable the Owner to form such an association, the Purchaser/s shall give such particulars about himself/herself/themselves as may be required. In that event, the Owner will execute the Deed of Apartment in favour of each of the allottee of the premises comprised in such a condominium separately conveying the Apartment and the proportionate undivided right/share in the common area or facilities unto the allottees of the premises. It is expressly recognized by the Purchaser/s that the Owner shall have a right to form Co-operative Societies for such number of Wings constructed/to be constructed on the said Property as the Owner may in its absolute discretion from time to time determine.

56. The Purchaser/s shall at the time of making payment of the instalments mentioned as agreed herein, will also pay a sum to the Owner as mentioned in clause 13.3, 13.4, 13.5 & 13.6 which will be held by the Owner as a deposit without interest and the Owner shall be entitled to utilize such deposits towards payment of taxes and other outgoings. In the event of the Purchaser/s making any default in payment thereof, regularly, as agreed to herein by him/her/they the Owner will have right to take legal action against the Purchaser/s for recovering the same. After the Society as aforesaid shall have been formed and the said Building shall have been Conveyed/Leased to the Apex Society, the Owner shall hand over the said deposit thereof to such society. Notwithstanding anything contained in this Agreement, the Purchaser/s hereby agreed to contribute and pay his/her/their proportionate share towards the costs, charges, expenses, Municipal Taxes (except Assessment Tax) and outgoings in respect of the items specified in the Third Schedule hereunder written and such share to be determined by the Owner having regard to the area of each



4/2/2011

*[Handwritten signature]*

(Signature of Owner)

5  
*[Handwritten signature]*

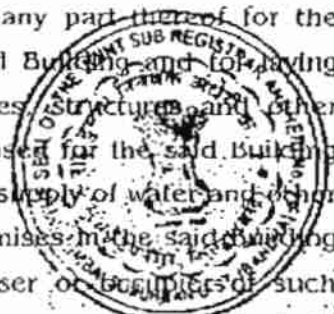
(Signature of Purchaser/s)



flats/unit /premises. The Purchaser/s will not be entitled to ask for adjustment of the deposit amounts mentioned herein, against the expenses (except Assessment Tax) municipal tax and outgoings and other expenses and the payment by the Purchaser/s of the monthly outgoings in regard to the items as specified in the Third Schedule hereunder written shall be mandatory and obligatory under this Agreement. Failure on the part of the Purchaser/s to pay the aforementioned charges on demand made by the Owner shall entitle the Owner to enforce their rights of termination as mentioned in Clause No. 15 & 16 hereinabove.

57. Any Co-operative Society, Limited Company and/or Association of Purchaser/s of premises in the said Wing shall incorporate the name "Vasant Oasis" in its name and that name will not be changed under any circumstances without obtaining permission of the Owner.

58. The Purchaser/s shall allow the Owner and their surveyors and agents with or without workmen and others at all reasonable times to enter upon his/her/their premises or any part thereof for the purpose of repairing any part of the said Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for the said Building and also for the purpose of cutting off the supply of water and other services to the premises or any other premises in the said Building in respect whereof the Purchaser/s or user or occupiers of such premises as the case may be shall have committed default in payment of his/her/their share of the Local Body property Taxes and other outgoings as also in the charges for electricity consumed by them.



59. In the event of the Society formed and registered before the sale and disposal by the Owner of all the premises in the said Wing "ACACIA" or any other wings of the Building known as "Vasant Oasis" and also before the completion of the construction of additional structures and/or sale and disposal of premises in the said Wing "ACACIA" or any other wings of the Building known as "Vasant Oasis" on the said Property, the powers and authority of

Handwritten signature in a rectangular box.

  
(Signature of Owner)


  
(Signature of Purchaser/s)


the society or association so formed of the Purchaser's in the said Wing known as "**ACACIA**" and the Purchaser/s of other premises shall be subject to the powers of the Owner in all the matters concerning as also of the additional structures and all amenities pertaining to the same. In particular, the Owner shall have absolute authority and control as regards any unsold premises and the sale thereof.

60. The Purchaser/s shall not at any time demolish or cause to be done any additions or alterations of whatsoever nature in the Said Premises or any part thereof without obtaining prior written permission of the Owner. The Purchaser/s shall keep the Said Premises walls, partitions, walls, sewers, drains, pipes and appurtenances thereto in good and tenable repair and conditions and in particular the said wing "**ACACIA**" of the Building known as "**Vasant Oasis**" other than his/her/their premises. The Owner shall not permit the closing of the niches or balconies or allow any alterations in the outside elevations and/or the outside colour scheme of the premises to be allotted to him/her/them.

61. After the possession of the Said Premises is handed over to the Purchaser/s, if any additions or alterations in or about or relating to the said wing known as "**ACACIA**" or any other wing of the Building known as "**Vasant Oasis**" area required to be carried out by the Government/Local Authority or any other Statutory Authority, the same shall be carried out by the Purchaser/s of various premises in the said wings of the Building "**Vasant Oasis**" at his/her/their own costs and the Owner shall not be in any manner liable or responsible for the same.

62. The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable insurance (if any) of any premises or any part of the said wing "**ACACIA**" or any other wings of the Building "**Vasant Oasis**" or cause any increased premium to be payable in respect thereof or which may be likely to cause nuisance or annoyance to the users and occupiers in the said wing "**ACACIA**" or any other wings of the Building "**Vasant Oasis**".

  
(Signature of Owner)

  
(Signature of Purchaser/s)

63. The Purchaser/s hereby agrees that in the event of any amount by way of premium or security deposit or fire, cess, betterment charges or development tax or security deposit for the purpose of obtaining water connection or electricity connection or gas connection for the said Building or for any other purpose in respect of the said Building or any other tax or payment of a similar nature is paid to the BMC or to the State Government or becoming payable at any time hereafter, the same shall be paid by the Purchaser/s to the Owner forthwith on demand in proportion in which the area of the Said Premises agreed to be acquired by the Purchaser/s shall bear to the total built up area available for construction on the said Property and in determining such amount, the decision of the Owner shall be conclusive and binding upon the Purchaser/s. If the Owner shall have made such payment, then the Purchaser/s shall forthwith on demand reimburse the Owner the amount payable in that behalf by the Purchaser/s as aforesaid.

64. It is further agreed between the Owner and the Purchaser/s that at the time of execution of Conveyance/Lease in favour of Apex Body of that may be formed by all the Purchaser/s, as stated in Clause 40 hereinabove, the Purchaser/s and/or the said society shall reimburse to the Owner cost of all permissions and other refundable deposits paid by the Owner to the various concerned local Authorities in respect of the said Building.

65. The Purchaser/s will lodge this Agreement for registration with the Registrar of Assurances at Mumbai and the Owner and their representative will attend the Sub-Registrar and admit Execution thereof after the Purchaser/s inform them of the number under which it is lodged for registration. The Purchaser/s shall lodge this Agreement for registration within a week from the date hereof and in any event not later than a month from the date hereof.

66. The Deed of Conveyance/Lease and other documents for transferring the right, title and interest of the said Property being Property appurtenant to the said Wing "ACACIA" along with the other wings of the said Building known as "Vasant Oasis", as the case may be, shall be prepared by the Owner's Advocate and the

(Signature of Owner)

(Signature of Purchaser/s)

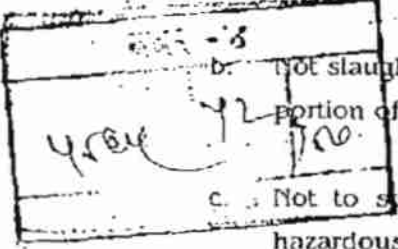
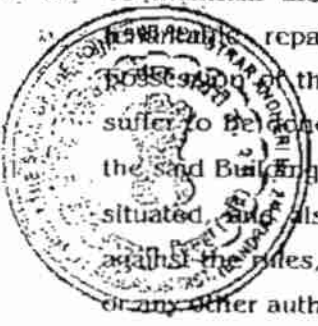
same will contain such covenants and conditions as the said Advocate shall think reasonable and necessary having regard to the development of the said Property.

- 67. Any delay or indulgence by the Owner in enforcing the terms of the Agreement or any forbearance of giving of time to the Purchaser/s shall not be construed as a waiver on the part of the Owner of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Owner;
- 68. The Owner shall be entitled to alter the terms and conditions of the Agreements relating to the unsold premises in the said Building of which the aforesaid premises form part hereafter or even after the said Society is formed and the Purchaser/s shall have no right to object to the same.
- 69. The Purchaser/s himself with intention to bind all persons into whosever hands the Said Premises may come or devolve doth hereby covenant with the Owner as follows:

a. To maintain the Said Premises at Purchaser's costs in good repair order and condition from the date of possession of the Said Premises is taken and shall not do or suffer to be done anything in or to the said Wing "ACACIA" of the said Building "Vasant Oasis" in which the Said Premises is situated, and also in the staircase or passage which may be attached to the said Premises, regulations or bye-laws of the concerned local authority or any other authority or change /alter or make addition in or to the wings in which the Said Premises is situated and the Said Premises itself or any part thereof;

b. Not slaughter any animals in the precincts of the society or any portion of the said Property.

c. Not to store in the Said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction or structure of the Wing



*[Handwritten mark]*

*[Handwritten signature]*

(Signature of Owner)

(Signature of Purchaser/s)

"ACACIA" of the Building "Vasant Oasis" in which the premises are situated or storing of such goods which are objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages in upper floors of the said Wing "ACACIA" of the Building "Vasant Oasis" which may damage or likely to damage the staircase, common passage or any other structure of the Building, including entrances of the Building and in case if any damage is caused to the Wing "ACACIA" of the Building "Vasant Oasis" in which the Said Premises is situated or any other wings of the Building "Vasant Oasis" on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequence of the breach and the decision of the Owner/Owners/Body shall be final;

- d. To carry at his/her/its own cost all internal repairs to the Said Premises and maintain the Said Premises in the same condition, state and order in which they were delivered by the Owner to the Purchaser/s and shall not do or suffer to be done anything in the Wing "ACACIA" of the Building "Vasant Oasis" in which the Said Premises are situated which may be forbidden by the rules and regulations and bye-laws of the concerned local authority and/or other public authority. And in the event of the Purchaser/s committing any act of contravention of the provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority/Owner.

- e. Not to demolish or cause to be demolished the Said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration in the elevation, section, details and outside colour scheme of the Building and to keep the portion, sewers, drains and pipes and all other amenities in the Said Premises and appurtenances thereto in good tenable repair and condition, and in particular so as to support shelter and protect the other part of the said Building and the Purchaser/s shall not chisel or in any other manner damage the columns.

(Signature of Owner)

(Signature of Purchaser/s)

beams, walls, slabs, or R.C.C. Partis or other structural (members) in the Said Premises without the prior written permission of the Owner and/or the Co-operative Society. In case, on account of any alterations being carried out by the Purchaser/s in the Said Premises (whether such alterations are permitted by the Concerned Authorities or not) if there shall be any damage to the adjoining premises or to the premises situated below or above the Said Premises (inclusive of leakage of water and damage to the drains), the Purchaser/s shall at his own costs and expenses repair such damage (including recurrence of such damages).

f. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Wing "ACACIA" of the Building "Vasant Oasis" in which the premises are situated or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;

g. Not to throw dirt, 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 said Building;



h. To pay to the Owner within 7 days of demand by the Owner his/her/his share of security deposit demanded by the Concerned Local Authority or Government for giving water, electricity or any other service connection to the said Building;

i. To bear and pay on demand to the Owner any increase in the local taxes, water charges, insurance and such other levies, if any, which are imposed by the Concerned Local Authority and/or Government and/or the other Public Authority, on account of change of user of the Said Premises by the Purchaser/s;

Handwritten signature in a rectangular box, possibly reading 'Agree to give'.

j. The Purchaser/s shall not let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or the said premises or part with the possession of the Said

[Signature of Owner]

[Signature of Purchaser/s]



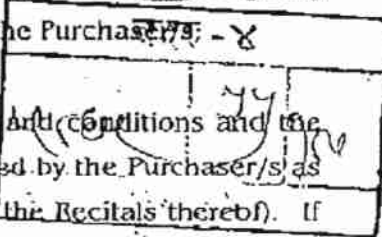
Premises or any part thereof until all the dues payable by the Purchaser/s to the Owner under this Agreement are fully paid up and only if the Purchaser/s has not been guilty of breach or non-observances of any of the terms and conditions of this Agreement and until the Purchaser/s has obtained permission in writing of the Owner for the purpose. Such transfer shall only be in favour of the Transferee as may be approved by the Owner;

k. The Purchaser/s shall observe and perform all the rules and regulations which the Co-operative Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Said Premises therein and for the observance and performance of the rules, regulations and by-laws for the time being of the Concerned Local Authority and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Said Premises and shall pay and contribute in accordance with the terms of this Agreement;

l. The Purchaser/s shall permit the Owner and his Surveyor and Agents, with or without workmen and others at all reasonable times to enter into and upon the said Property and buildings or any part thereof to view and examine the state and condition thereof and the Purchaser/s shall make good the repair, if any, required, by the Owners/Owner, within fifteen days of giving such notice in writing by the Owner to the Purchaser/s;



m. To observe and perform all the terms and conditions and the covenants to be observed and performed by the Purchaser/s as set out in this Agreement (including in the Recitals thereof). If the Purchaser/s neglects, omits or fails to pay for any reasons whatsoever to the Owner the amount payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time hereinafter specified or if the Purchaser/s shall in any other way fail to perform or



  
(Signature of Owner)

  
(Signature of Purchaser/s)

observe any of covenants and stipulations herein contained or referred to herein, the Owner shall be entitled to re-enter upon and resume possession of the Said Premises and everything whatsoever therein and this Agreement shall cease and stand terminated. The Purchaser/s herein agrees that on the Owner re-entry on the premises as aforesaid, all the right, title and interest of and Purchaser/s in the Said Premises and under this Agreement shall cease and the Purchaser/s shall also be liable for immediate ejection as trespasser. The Purchaser/s shall thereupon cease to have any right or interest in the said premises. In that event, all the monies paid herein by the Purchaser/s (except the outgoings and apportionable to the Said Premises till the date of such termination) shall within ninety days after such termination be refunded by the Owner to the Purchaser/s;

n. Irrespective of dispute if any, arising between the Owner and the Purchaser/s and/or the said Co-operative Society all amounts, Contribution and deposits including amounts payable by the Purchaser/s to the Owner under this Agreement shall always be paid punctually by the Purchaser/s to the Owner and shall not be withheld by the Purchaser/s for any reasons whatsoever;



It is further agreed that upon formation of the Body, such of the outgoings given above by the Purchaser/s to the Owner as shall be necessary, shall be deemed to have been given by the Purchaser/s to the Body;

70. It is agreed between the Owner and the Purchaser/s, that commencing a week after the notice in writing is given by the Owner to the Purchaser/s that the Said Premises is ready for use and occupation, the Purchaser/s shall be liable to pay the proportionate share (i.e. in proportion to the floor area of the Said Premises) of all outgoings in respect of the said Property and the said Building known as "Vasant Oasis" including local taxes, cess, rates and other charges betterment charges (except assessment taxes) as levied by the Local Authority and/or the Government including water

Handwritten box containing the word 'Agree' and a signature.

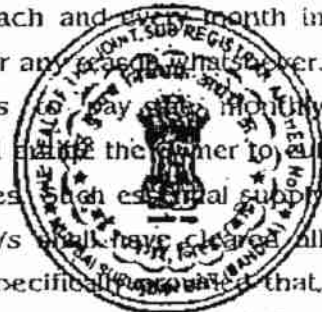
Handwritten signature of the Owner.

(Signature of Owner)

Handwritten signature of the Purchaser/s.

(Signature of Purchaser/s)

charges, insurance charges, common lights, repairs salaries of clerks Bill Collector's charges, chowkidars and sweepers charges, maintenance charges and all other expenses necessary and incidental to the administration, management and maintenance of the said Property and the said Building known as "Vasant Oasis" and until Building known as "Vasant Oasis" with Property appurtenant thereto is transferred to the Apex Body, as the case may be. The Purchaser/s shall thus pay to the Owner the proportionate share of outgoings as may be determined by the Owner. The Purchaser/s further agrees that till the Purchaser/s share is so determined the Purchaser/s shall pay to the Owner, the provisional monthly contribution of Rs 6,210/- (Rupees Six Thousand Two Hundred Ten Only) per month towards such outgoings, levies and taxes and the amount so paid by the Purchaser/s to the Owner shall not carry any interest and if there is any deficit in respect of such provisional monthly contribution during the Owner making payment of all the outgoings as mentioned above, the Purchaser/s shall forthwith on demand pay to the Owner his/her/their proportionate share to make up such deficit. The Purchaser/s undertakes to pay such provisional monthly contribution and thereafter such proportionate share of outgoings and charges regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever. Failure on the part of the Purchaser/s to pay such monthly contribution within the stipulated time shall entitle the Owner to cut off the essential supply to the Said Premises. Such essential supply shall be restored only after the Purchaser/s shall have cleared all arrears as aforesaid. It is further herein specifically provided that, the Purchaser/s shall be entitled to the possession of the said flats on payment of entire consideration amount payable to the Owner by the Purchaser/s under the terms of this Agreement and further only after the Owner has received the occupation certificate from the BMC in respect of the said flats. However, if the Purchaser/s desires to have possession of the said flats after the same is ready and fit for occupation, before the grant of the occupation certificate by the BMC and provided the Purchaser/s has paid the entire consideration amount as per the terms of this Agreement, then the possession of the said flats shall be taken by the Purchaser/s at his/her/their own





(Signature of Owner)

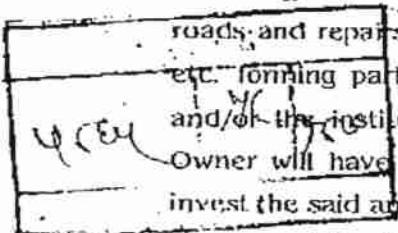


(Signature of Purchaser/s)

risk and costs. Further, in such an event the Purchaser/s shall be liable to pay the necessary enhanced charges/penalties that may be levied by the BMC or MSEB/ TATA Power/ Reliance Energy/B.E.S.T. if the possession of the flat is taken by the Purchaser/s before the grant of occupation certificate;

71. The Purchaser/s is/are hereby informed that the Owner shall also construct and make available within the Building known as "Vasant Oasis" such facilities, not determined for the time being, right of which is reserved by the Owner. Availing of which said facilities shall be optional and left to the discretion of the Purchaser/s as to whether the Purchaser/s wishes to opt for and avail of such facilities. In the event the Purchaser/s deciding to opt for availing such facilities then the Purchaser/s shall be required to pay the necessary charges, expenses, fees etc. that shall be required to be paid for enjoying/availing of such facilities and in the event of the Purchaser/s failing to pay the necessary charges, expenses, fees etc. or committing breach of the conditions laid down by the persons concerned for providing such facilities, then the said facilities shall be withdrawn forthwith on such default/breach being made by the Purchaser/s or until such period and determined by such persons;

72. Notwithstanding what is contained herein to the contrary it is further agreed between the Owner and the Purchaser/s that the Purchaser/s shall pay an additional amount of Rs. 2,07,000/- (Rupees Two lakh Seven Thousand only) in respect of the said Premises as and by way towards corpus fund to enable the Owner to appropriate such additional consideration and either hold the same personally or through any company, trust organization or institution as the Owner may desire so as to evolve an arrangement whereby for the maintenance of the internal layout roads and repairs thereof including street lighting and Play Ground etc. forming part of the said Property is managed by the Owner and/or the institution or Body nominated by the Owner and the Owner will have full right, absolute authority and good power to invest the said amount or amounts in the manner deemed fit by the Owner and the Purchaser/s shall have no right to the said amount





(Signature of Owner)

(Signature of Purchaser/s)

and the Purchaser/s shall not claim either refund there of or hold the Owner liable in that behalf in any manner whatsoever. It is agreed that the Owner shall be entitled to utilize the said amount till the same are exhausted for the purpose of the aforesaid Agreement in respect of the maintenance of internal layout roads and repairs thereof including street lighting and playground etc. It is also accepted and confirmed that the Owner will take reasonable care in evolving arrangement for the aforesaid maintenance work and make diligent efforts in that behalf. However, the Owner shall not be liable for any act of commission or omission or failure in maintenance or repairs of internal layout, roads, street lighting, playground and other areas by reason of the fact that the aforesaid amount is paid by the Purchaser/s to the Owner and the Owner will endeavor in reasonable manner establish a body or institution as the Owner may deem fit so as to maintain the said internal layout roads, street lighting, playground etc. through the medium of such institution or body as the case may be. The Purchaser/s declares and confirms that the payment of the said sum as stated herein above is over and above the sale price and also the various deposit agreed to be paid by the Purchaser/s and it shall not be set off or adjusted against any other amount or amounts in any manner whatsoever. The Purchaser/s also agrees to pay such further amount to Owner or such institution or Body nominated by the Owner for expenses to be incurred in connection with the upkeep, maintenance of the above said facilities and the Purchaser/s hereby agrees to render all such co-operation to the Owner, or such institution or Body that may be formed, in maintaining in the best possible manner all such infrastructure as mentioned herein above of the said Property.

73. As required by the Bombay Electrical Supply and Transport Undertaking (B.E.S.T.) or Reliance Energy Limited or the Maharashtra State Electricity Board (M.S.E.B) or TATA Power, a substation room shall be provided to them in the said Property and the Owner shall execute a Deed of Lease/Sublease with the B.E.S.T. and/or Reliance Energy Limited and/or the M.S.E.B. and for TATA Power in this connection as may be required. The Purchaser/s shall not raise any objection and/or obstruction towards the putting up and construction of the electric substation and its structures and allied constructions, room/s pipes and boxes electric meters, cables,

  
[Signature of Owner]

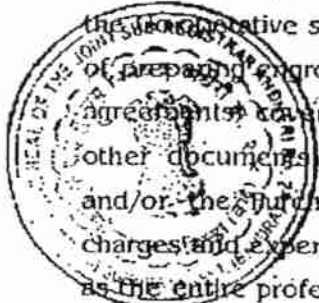
  
[Signature of Purchaser/s]

connections and other matters in this connection and shall extend all co-operation and assistance as may, from time to time, be necessary in this respect as per the rules and requirements of B.E.S.T. and/or. Reliance Energy and/or M.S.E.B. and/or M.T.N.L. and/or TATA Power;

74. All letters, circulars, receipts and/or notices issued by the Owner to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery or by Fax, E-mail to the address of the addressee at his/her/their address hereinbelow mentioned and will be a sufficient proof of the receipt of the same by the Purchaser/s and shall completely and effectually discharge the Owner. For this purpose, the Purchaser/s has given the address specified below:-

901 IVORY HEIGHT BUILDING,  
KANAKIA ROAD, MIRA ROAD (E)

75. All costs, charges and expenses in connection with the formation of the cooperative society as well as the costs, charges and expenses of preparing, crossing stamping and registering this and all other agreements, covenants deeds including Deed of Apartment or any other documents required to be executed by the Owner /owner and/or the Purchaser/s out of pocket expenses and all costs, charges and expenses arising out of or under these presents as well as the entire professional cost of the Advocates or Solicitors for the Owner including preparing and approving all such documents shall be borne and paid by the acquirers of the tenements or by the Society proportionately including the Purchaser/s herein. The Owner



श्री. श्री. श्री. shall not contribute anything towards such expenses. The proportionate share of costs, charges and expenses payable by the Purchaser/s herein shall be paid by the Purchaser/s immediately on demand. The Purchaser/s shall on demand pay to the Owner his/her/their proportionate share in regard to the above. The amount payable under this clause is in addition to the amount as

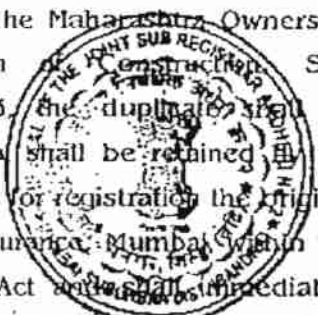
(Signature of Owner)

(Signature of Purchaser/s)



mentioned in clause 14 above. It is expressly agreed, accepted and confirmed and the same shall be mandatory under the terms of this Agreement for the Purchaser/s to pay the requisite stamp duty and registration charges payable as per the existing laws and provisions governed by the Bombay Stamp Act or existing when the same shall be paid by the Purchaser/s in respect of this Agreement in the circumstances as mentioned hereinabove. The requisite stamp duty and registration charges shall be paid by the Purchaser/s at the time of execution of this Agreement and/or if the Purchaser/s in the event opting to pay the stamp duty and the necessary registration charges at the time of delivery of the possession of the Said Premises, then the Purchaser/s shall be liable to pay the necessary stamp duty (penalties if any) and registration charges as per the existing laws prevailing at that point of time and in that event he shall indemnify and keep indemnified the Owner in regard to costs, charges and expenses incurred by the Owner and/or any damages suffered by the Owner on account of the Purchaser/s opting to defer the payment of the Stamp Duty;

76. This Agreement shall be executed in duplicate, the original shall be lodged by the Purchaser/s for registration with the Sub-Registrar of Assurance Mumbai as required under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963. The duplicate shall be retained by the Owner and the Original shall be retained by the Purchaser/s. The Purchaser/s shall lodge for registration the Original Agreement with the Sub-Registrar of Assurance Mumbai in the time specified under the registration Act and shall immediately intimate to the Owner about the same. The Owner shall on receiving the said intimation attend the office of Sub-Registrar of Assurance Mumbai and admit execution thereof. If the Purchaser/s shall fail to lodge the original Agreement for registration with the Sub-Registrar of Assurance Mumbai within the time specified under the Registration Act the Purchaser/s be responsible and shall also be liable for all the consequences arising under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963. After receiving the intimations about the lodging of the Agreement for registration by the



<p>1970</p> <p><i>[Handwritten signature]</i></p>
---

*[Handwritten signature]*

(Signature of Owner)

*[Handwritten signature]*

(Signature of Purchaser/s)

Purchaser/s if the Owner shall fail to admit execution, then the Owner shall be responsible for the consequences that may arise under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 on account of such failure to admit execution thereof. It is clarified and understood by and between the parties hereto that the responsibilities to lodge this Agreement for registration with the Sub-Registrar of Assurance Mumbai, shall be of the Purchaser/s only;

77. 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 which are contrary and inconsistent with the provisions of this Agreement;

78. The Purchaser/s hereby declares that he has gone through this Agreement and all the documents related to the said Property and the Said Premises and has expressly understood the contents, terms and conditions of the same and the Purchaser/s after being fully satisfied has entered into this Agreement;

79. This Agreement shall always be subject to the then provisions of the Maharashtra Ownership of Flats Act 1963 and to the rules made there under;

80. All disputes or differences whatsoever which may at any time hereafter (whether during the continuance of this Agreement or upon or after its discharge or determination) arise between the parties hereto or their respective successors-in-title and permitted assigns touching or concerning this Agreement or its construction or effect or as to the rights, duties, obligations and liabilities of the parties hereto or either of them under it by virtue of this Agreement or otherwise or as to any other matter in any way connected with or arising out of in relation to the subject matter of this Agreement shall be governed by and determined in accordance with and subject to the provisions of the law of Arbitration in force in India or



२२१ - ४
म. र. व.

(Signature of Owner)

(Signature of Purchaser/s)

any statutory modification or re-enactment thereof for the time being in force and in accordance with the provisions thereof. The arbitration proceedings shall be held in Mumbai.

81. For the purposes of this transaction, the details of the PAN of the Owner and the Purchaser/s are as follows:

(i) Owner's PAN : **AAACN1884C**

(ii) Purchaser's PAN : BCUPC0619L

(iii) Purchaser's PAN : \_\_\_\_\_

(iv) Purchaser's PAN : \_\_\_\_\_

(v) Purchaser's PAN : \_\_\_\_\_

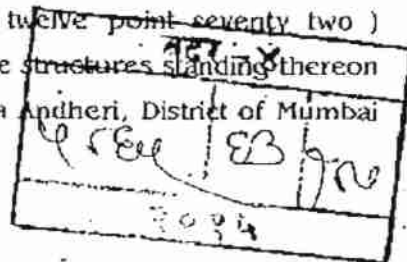
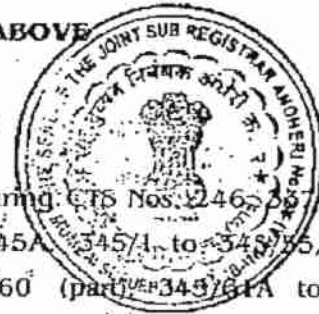
**IN WITNESS WHEREOF** the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

**THE FIRST SCHEDULE HEREINABOVE**

**REFERRED TO:**

(the said Larger Property )

ALL THAT pieces or parcels of land or ground bearing CTS Nos. 246, 337-A/1(P), 337-A/2(P), 340, 341A, 343A, 344A, 345A, 345/1, to 345/85, 345/56A, 345/57A, 345/58A/1, 345/59, 345/60 (part), 345/61A to 345/65, 345/69 to 345/72, 348, 349, 350, 353, 355A, 357, 388pt, 401, 437 (part), 438 (part), 463-A (part), 466 (part), 469 (part), 657 (part) and Survey No. 32A Hissa No.6 admeasuring in the aggregate 74.112.72 (Seventy Four Thousand One hundred and twelve point seventy two ) square meters or thereabouts together with the structures standing thereon situate lying and being at Village Marol, Taluka Andheri, District of Mumbai City and Mumbai Suburban



(Signature of Owner)

(Signature of Purchaser/s)

**THE SECOND SCHEDULE HEREINABOVE****REFERRED TO:**

(the said property)

All that piece and parcel of land bearing C.T.S. No. 345A/1 of Village Marol, Taluka Andheri, District of Mumbai City and Mumbai Suburban, in all admeasuring 51,459.3 sq. meters or thereabouts out of the said larger property mentioned in the Schedule above and marked by **ORANGE** colour hatched lines on the layout plan annexed hereto :

- On the North : Land bearing C.T.S. No. 306D, 337A/1 and 337A/2 ;  
 On the South : Land bearing C.T.S. No. 345A/1 and 345A/6 ;  
 On the West : 18.30 M wide D.P. Road,  
 On the East : Land bearing C.T.S. No. 357 and 345A/2,

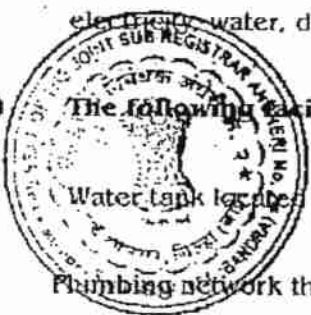
**THE THIRD SCHEDULE HEREINABOVE REFERRED TO****A) Common Areas and facilities of the Said Premises in relation to the said Building.**

1. The portion of the said property on which the plinth of the said Building shall be constructed and the common service lines such as electric, water, drainage, common recreation areas.


**B) The following facilities located throughout the Building.**

1. Water tank located on the Building.  
 2. Plumbing network throughout the Building.  
 3. Electric wiring network throughout the Building.  
 4. Necessary light, telephone and public water connections.

5. The foundations and main walls, columns, girders, beams, and roofs of the Building.


<p>Handwritten signatures and initials in the box.</p>

✓  
 (Signature of Owner)

  
 (Signature of Purchaser/s)

C) The following facilities located in each of the upper floors are restricted common areas and facilities restricted to the premises of respective floor.

i. A lobby which gives access to the stairway from the Said Premises.

D) Percentage of undivided share of the Said Premises being the proportion, the area of the Said Premises bears to the total area of the layout area of the Building/area of the 14th floor.

i. Common areas and facilities relating to the said Property.

ii. Restricted common areas and facilities on the 14th floor of the said Building on which the Said Premises is located.

iii. Common areas and facilities relating to the said Building ie the ramps, podium and open areas (but excluding)

a) The Club and the swimming pool;

b) the portion of the said Property being the ~~land~~ <sup>premises</sup> thereto which are to be handed over to the BMC in pursuance of to be granted under Regulation 33 (24) of the DCR.

c) the parking spaces allotted / given / to be given as a facility free of cost to the respective Purchasers/holders thereof.



NB : The aforesaid percentage is tentative and is liable to change in the event of there being a change in the layout of the Property and/or in the Building plans of the said Building.

बंदर - ४	
५०००	१००
५०००	

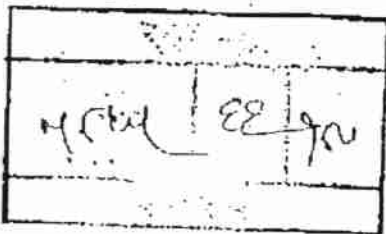
(Signature of Owner)

(Signature of Purchaser/s)

## THE FOURTH SCHEDULE HEREINABOVE REFERED TO:

## AMENITY FOR

LIVING / DINING ROOM	:	Vitrified flooring, Extensive Electric Layout, Cable Point, Telephone Point, decorative main door, windows, granite sills, intercom system. A.C. points
BEDROOM	:	Vitrified flooring, A.C. points, extensive electrical layout, and telephone points.
KITCHEN	:	Vitrified flooring, Granite Kitchen Platform (dry and wet) with Stainless Steel Sink. Tiles dado up to door height on platform side. Electric points for aqua guard, refrigerator and exhaust and mixer grinder, Piped gas connection.
TOILET	:	Ceramic Floor and Wall Tiles dado up to door height, Hot & Cold mixture branded Sanitary fixture.
WALL FINISHES	:	(Internal) Gypsum plaster with approved quality paint
DOORS	:	8'ft high decorative main door & other doors
WINDOWS	:	Heavy Section aluminum powder coated Sliding windows with granite sills.
PLUMBING	:	Concealed plumbing with quality C.P. Fittings
ELECTRIFICATION	:	Concealed copper wiring with extensive layout and modular switches in flat and generator power facilities for common areas
SECURITY SYSTEMS	:	Gas leak detector / fire alarm / CCTV
LIFTS	:	Automatic reputed brand lifts
OTHERS	:	Internet connection & cable network provision & intercom connectivity with security, flat to flat in all room.



(Signature of Owner)

(Signature of Purchaser/s)



IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands and seal to this agreement on the day and the year first hereinabove written.

SIGNED AND DELIVERED by the )  
withinnamed Owner )  
**NEEPA REAL ESTATES PVT. LTD.**  
In the presence of



1. [Signature] )  
2. [Signature] )

For NEEPA REAL ESTATES PVT. LTD.

DR. KESAVA SWAMI (CONSTITUTE ATTORNEY)

SIGNED AND DELIVERED by the )  
withinnamed "Purchaser/s" )  
Mr./Mrs./M/S.

**STANLEY LOUIS CHETTIAR**

(AGE:42)

*[Handwritten signature]*

\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)



in the presence of .....

1. [Signature]  
2. [Signature]



5/11/2014	
4/100	21/100
2014	

RECEIPT

RECEIVED on or before the day and the year first hereinabove written of and from the withinnamed the 'Purchaser' Mr./Mrs./M/s. \_\_\_\_\_

STANLEY LOUIS CHETTIAR

the sum of Rs. 1,00,000 /- Rupees One Lakh only)

being the amount withinnamed to have been paid by him / her / them to us

by Cash/Cheque No. 005352 dated 18/04/2013

drawn on ICICI BANK Bank

WE SAY RECEIVED For NEEPA REAL ESTATES PVT. LTD.

MURUGAN SIVAN (CONSTITUTE ATTORNEY) FOR NEEPA REAL ESTATES PVT. LTD.

WITNESSES

1. George JOSEPH

2. SUSAN G. JOSEPH



Handwritten box containing the number '8' and the name 'NEEPA REAL ESTATES'.

(Signature of Owner)

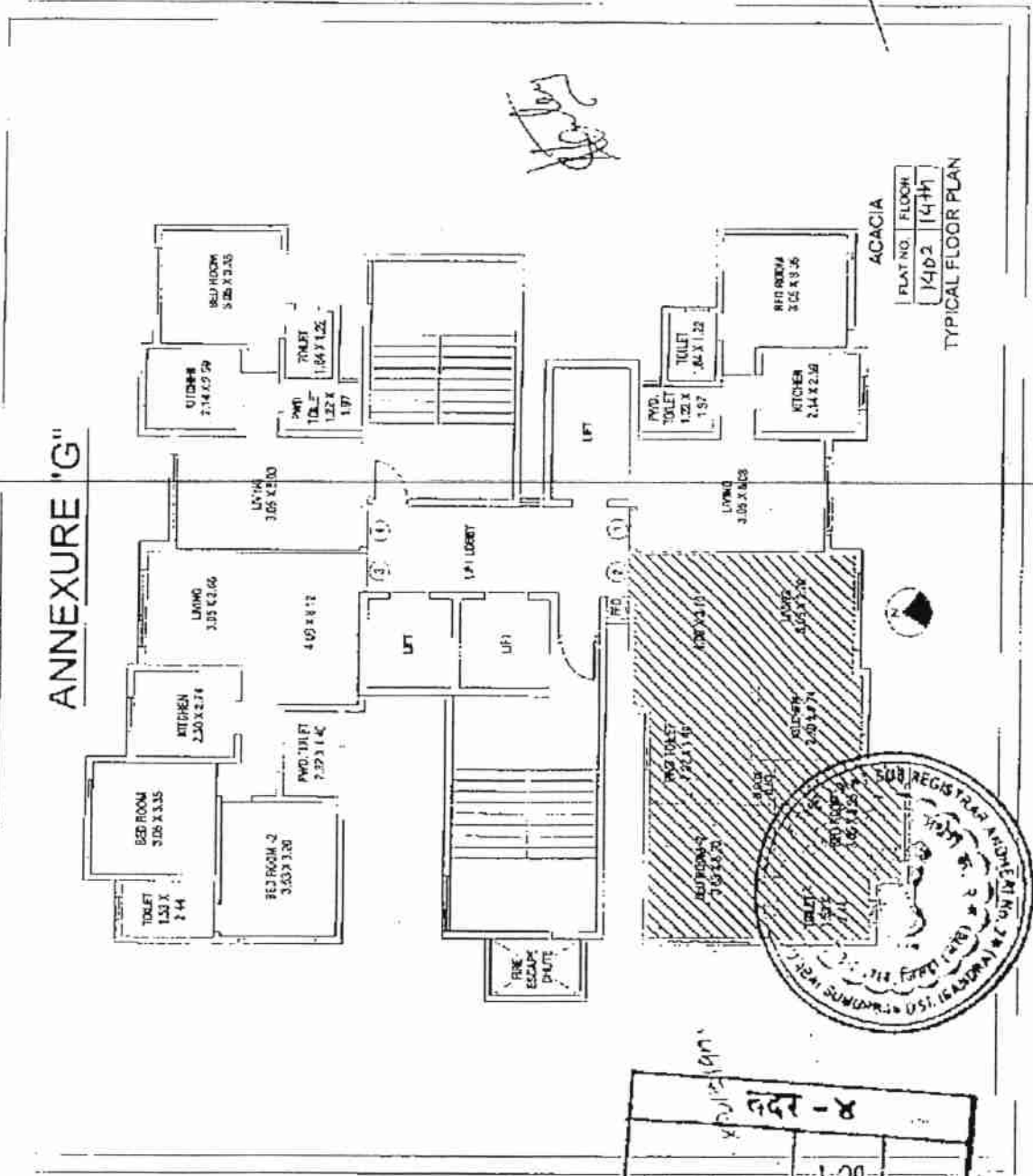
(Signature of Purchaser/s)





4704	20/12

# ANNEXURE 'G'



FLAT NO. FLOOR  
1402 14th  
TYPICAL FLOOR PLAN

ACACIA

FOX HEEPA REAL ESTATES (PVT. LTD.)  
  
 ANIMESH L. SHAH (CONSTITUTE ATTORNEY)

कर - ४		
५८६६	७९	१००
३३३५		





11	
4 FEB	102/700