AGREEMENT FOR SALE

THIS AGREEMENT made and entered into at Mumbai on this _____day of _____, TWO THOUSAND _____.

BETWEEN

RAJESH ESTATES AND NIRMAN PRIVATE LIMITED, a Company registered under the provisions of the Companies Act, 1956 having its registered office at 139, Seksaria Chambers, 2nd Floor, Nagindas Master Road, Fort Mumbai–400023, hereinafter called "**Promoters**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the One Part.

AND

SHRI/SMT. _____
_____
_____ having
his/her/their address at _____
_____
_____
_____
hereinafter referred to as "**The Purchaser(s)**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors and administrators) of the Other Part.

W H E R E A S :

I. PART – A Property

1. One Dr. Khushalbhai Hirabhai Patel and Jamnadas Bhagwandas Vakharia were absolutely seized and possessed of piece or parcel of land admeasuring 9 Acres and 27 Gunthas equivalent to 39147.37 Sq. Meters situated at Chitalsar Manpada (Thane) formally appearing

Holding Gat No. 48, Old Revenue Survey No. 32 Hissa No. 5/3, S. No. 32, Hissa No. 1/1, 1/2 and 2, hereinafter called "the Said Larger Property" at Co-owners by virtue of a Conveyance dated 10th December, 1959 executed between Hiraji Krishna Wadekar and others and registered with the Sub-Registrar of Thane under Serial no. 1236 of 1959.

2. By a Deed of Release dated 29th October 1964 registered with the Sub-Registrar of Thane under Serial No. 1426 of 1964 executed by (1) Umedmal Chaturbhuj (2) Loharmal Khimji and (3) Devchand Ratandasji, it was recorded that out of the land bearing Gat No. 49 A/1 owned by them land admeasuring 21 Gunthas formed part of the land conveyed to the said Jamnadas Bhagwandas Vakharia and Dr. Khushalbhai Hirabhai Patel by the hereinbefore recited Conveyance dated 10th December, 1959.

3. By an Indenture of Partition dated 28th December, 1968 registered with the Sub-Registrar of Thane under Serial no. 1286 of 1968 and made between the said Jamnadas Bhagwandas Vakharia and Dr. Khushalbhai Hirabhai Patel, the said larger property was partitioned whereby the said larger property was divided into two parts and one part thereof viz. an area of 4 Acres and 33 Gunthas (except the portion in Green Colour to the plan annexed to the said Deed of Partition which was specifically reserved as a passage and access to both the part of the said larger property and to be retained as a portion of the land of the joint ownership of the said Jamnadas Bhagwandas Vakharia and Dr. Khushalbhai Hirabhai Patel) therein referred to as Part A, was conveyed by the said Jamnadas Bhagwandas Vakharia unto Dr. Khushalbhai Hirabhai Patel, is hereinafter called as the Dr. Khushalbhai Hirabhai Patel's Property".

4. One Lawkim Private Limited was the owner of the property situated adjacent to the Dr. Khushalbhai Hirabhai Patel's Property and claimed ownership to a part of the land forming part of Dr. Khushalbhai Hirabhai Patel's portion and as such said Lawkim Private Limited filed a suit being Special Suit No. 24 of 1970 in the Court of Joint Civil Judge Thane inter alia possession of said part.

5. Prior to the year 1976, Dr. Khushalbhai Hirabhai Patel treated his Property, of the joint ownership of himself along with his sons Mr. Himanshu Khushalbhai Patel, Mr. Sharad Khushalbhai Patel and Mr. Nilesh Khushalbhai Patel.

6. The said Suit No. 24 of 1970 was amicably settled in terms of the Compromise Decree dated 26th April 1979 passed in the said suit.

7. Pursuant to the said Compromise Decree adjustment took place in the respective holdings of Dr. Khushalbhai Hirabhai Patel and the said Lawkim Private Limited as per 7/12 extract as under;

Gat No.	Hissa No.	Area Sq. Meters1	Name of the Holders
48	3	19121.32	Dr. Khushalbhai Hirabhai Patel
48	3	404.68	Lawkim Private Limited
49	1B	1712.00	Dr. Khushalbhai Hirabhai Patel
49	1B	379	Lawkim Private Limited
50	2	6946.93	Lawkim Private Limited
50	2	1153.07	Dr. Khushalbhai Hirabhai Patel

8. The said Dr. Khushalbhai Hirabhai Patel's property which stood adjusted as stated above admeasuring in aggregate 19121.32 Sq. Meters and became the joint ownership of Dr. Khushalbhai Hirabhai Patel along with his sons Mr. Himanshu Khushalbhai Patel, Mr. Sharad Khushalbhai Patel and Mr. Nilesh Khushalbhai Patel.

9. Accordingly, Dr. Khushalbhai Hirabhai Patel along with his sons Mr. Himanshu Khushalbhai Patel, Mr. Sharad Khushalbhai Patel and Mr. Nilesh Khushalbhai Patel, were seized and possessed of pieces or parcel of land admeasuring 19121.32 Sq. Meters bearing Gat No. 48, Hissa No. 3 and 1721 Sq. Meters bearing Gat No. 49 Hissa No. 1B and 1153.07 bearing Gat No. 50 Hissa No. 2 both situated at Village Chitalsar Manpada (Thane) admeasuring in aggregate 21995.39 Sq. Meters, hereinafter referred to as the Part A property more particularly described firstly in the **First Schedule** here under written subject to the portion reserved for passage and access bearing of the joint ownership of Dr. Khushalbhai Hirabhai Patel and the Said Jamnadas Bhagnwadas Vakharia.

PART – B PROPERTY
GAT NO. 49 HISSA NO. 2

(a) Shivram Krishna Wadekar and others were tenants in relation to the Part B Property. It appears that the names of Rekchand Verman was entered in the other rights column and the names of Shivram Krishna Wadekar and others was entered as Holders of Gat No.49, Hissa No.2 of Village Chitalsar-Manapada, in the Registration District of Thane, under Section 32G of the Bombay Tenancy and Agricultural Lands Act, 1948, which Property more particularly described secondly in the First Schedule herein written. The purchase consideration mentioned under Mutation Entry No. 412 was fully paid and the name of Rekchand Verma was deleted from the other rights column and the names of Shivram Krishna Wadekar and others were entered as owners of the Part B Property.

(b) By and under a Development Agreement dated 25th August, 2007 and executed between Shivram Krishna Wadekar and others therein referred to as the Owners of the First Part, Dr. Khushalbhai Patel therein referred to as the Confirming Party of the Second Part and Rajesh Estates and Nirman Limited therein referred to as the Developers of the Third Part, and registered with the Sub-Registrar of Assurances bearing No. TNN-5/6644/2007, the said Shivram Krishna Wadekar and others granted development rights to the said Rajesh Estates and Nirman Limited in relation to the property bearing Gat No.49/2 admeasuring 2,120 square meters or thereabouts and situated, lying and being at Village Chitalsar – Manpada on the terms and conditions contained therein.

10. By a power of attorney dated 06th September 2007 executed between Shivram Krishna Wadekar and others therein referred to as the Owners of the First part and Rajesh Estates and Nirman Limited therein referred to as the Developers of the Second part and bearing Registration No. 946 of 2007, the said Shivram Krishna Wadekar and others granted powers to the said Rajesh Estates and Nirman Limited in relation to the property bearing Gat No. 49/2 admeasuring 2,120 square meters or thereabouts and situated, lying and being at Village Chitalsar – Manpada.

11. The said Part A Property and said Part B Property hereinafter referred to as the "**Said larger Property**".

II. SURRENDER FOR DEVELOPMENT PERMISSIONS & CONVERSION

a) Pursuant to the sub-division, which is reflected under Mutation Entry of Village Majiwade, certain lands out of the Part A Lands and Part B Lands have been sub-divided from the holdings of the Company/Promoters, the details whereof are as follows:

Survey No./ Gat No.	**AREA (Sq. Meters)**	**AREA (Sq. Meters)**	**RESERVED TYPE**
48/1/1	3,800	--	Rajesh Estates and Nirman Pvt. Ltd.
48/1/3	11,416	--	Rajesh Estates and Nirman Pvt. Ltd.
48/1/4	--	510	Thane Municipal Corporation
48/1/5	--	970	Thane Municipal Corporation
48/1/7	--	1,960	Thane Municipal Corporation
48/1/8	460	--	Rajesh Estates and Nirman Pvt. Ltd.
49/1 **B**	1,721	--	Rajesh Estates and Nirman Pvt. Ltd.
49/2	2,120	--	Rajesh Estates and Nirman Pvt. Ltd.
50/2/2	1,050	--	Rajesh Estates and Nirman Pvt. Ltd.
50/2/3	--	100	Thane Municipal Corporation
Total	**20,567**	**3,540**	

The balance lands with the Promoters after handing over is more particularly described in the **Second Schedule** hereunder, which property is hereinafter referred to as the "**Project Property**". Because of various area corrections on physical survey, the net area of Project property available in the hands of the Company/Promoters is 18,875 Sq. Meters. Presently for approval of plans, the relevant authorities have considered an area of 16,307 Sq. Meters. This area shall change, pursuant to the area corrections and plans shall be accordingly modified.

III. SCHEME OF DEVELOPMENT:

(a) The Promoters have evolved a scheme for development of the said property after closure of the existing SSI (Small Scale Industry) Units on the Part A Property. The Promoters had initially sought

to construct a commercial building/mall comprising of lower ground floor, 2 basement floors and upper floors, in accordance with the plans and approvals as stated hereafter.

(b) The Promoters have thereafter changed the said scheme of development and have now evolved a scheme to construct residential buildings under the Rental Housing Scheme of the MMRDA (Mumbai Metropolitan Regional Development Authority) and have obtained locational clearance from MMRDA as stated hereafter.

(c) Under the aforesaid scheme the Promoters are required to construct for the MMRDA a built up area equivalent to FSI of 1 and surrender the same to the Government free of cost for Rental Housing. As the incentive for the handing over of the 25% built up area, the Promoters are entitled to a further FSI of 3 on the remaining 75% area of the said property which is hereinafter referred to as the "Saleable Component". The buildings to be handed over to the Government/MMRDA for Rental Housing is hereafter referred to as the "Rental Component.". The Rental Component is as shown in the plan annexed hereto being 25% of the total area of the Said Property and the Sale Property also is as shown in the plan annexed hereto and more particularly described in the **Third Schedule** hereunder written.

(d) The Promoters are envisaging to construct Sale Building/s consisting of 29 Residential floors in five wings below the Residential Floors, the details of the constructions is as under;

i) On Ghodbunder Road facing, there is a structure being basement for car parking, Ground floor plus one upper floor for retail, Second floor for commercial use, above which is a upper stilt level. The Sectional Drawing at Ghodbunder Road is annexed hereto as **Annexure A**.

ii) On 20 Meter Road facing is full basement for car parking, Ground floor for Retail, First and Second floors for Shop, above which is a service floor above which is upper stilt level. The Sectional Drawing at 20 Meters Road is annexed hereto as **Annexure A-1**.

iii) On North-West side, is complete basement for car parking, Ground, First, Second and Upper Stilt podium levels for car parking. The Sectional Drawing showing North-West side details, is annexed hereto as **Annexure A - 2**.

iv) On North side is complete basement for car parking, STP, Under Ground Tanks, DG Set and allied services, Electric Meter Rooms, Fire Fighting provisions as per Chief Fire Officer (CFO) NOC. Ground Level and Upper Floors as shown in the Sectional Drawing annexed hereto as **Annexure A - 3**, the details whereof are as stated hereafter, on the Sale Component land as particularly described in the **Fourth Schedule** hereunder written.

IV. APPROVALS:

(a) Vide Letter dated 01st October, 2005 of the Office of the Labor Commissioner at Thane and written to the Municipal Commissioner of Thane Municipal Corporation, the Labor Commissioner has granted its NOC for the redevelopment of the property.

(b) The Additional Collector and Competent Authority appointed under the Urban Land (Ceiling and Regulation) Act, 1976 has vide its Order no. ULC/TA/TN.1/Manpada/SR-80 dated 17.02.2006, has stated that there is no surplus vacant land available in the hands of Khushalbhai Hirabhai Patel, the predecessor-in-title of the Promoters.

(c) The Additional Collector and Competent Authority appointed under the Urban Land (Ceiling and Regulation) Act, 1976 has vide its Order no. ULC/TA/T-1/Thane/SR-14 dated 31.07.2006 has permitted the transfer of the Larger Property unto and in favour of the Promoters herein u/s 26(2) of the said Act.

(d) By and under its letter dated 16th April, 2013, the Government of Maharashtra, Environment Department has granted its environmental clearance to the Promoters to undertake the development of Residential and Commercial complex on the said Large Property. The built up area to be constructed as stated therein is 1,53,592.70 Sq. Meters The Promoters have applied for revised clearance from the Ministry of Environment and Forest, in view of the change of the Development Plan by the Promoters.

(e) By and under its letter dated 03rd December 2010 addressed by the Mumbai Metropolitan Regional Development Authority (MMRDA) to the Company/Promoters, MMRDA has accorded its locational clearance under the rental housing scheme of MMRDA in the manner and on the terms and conditions as prescribed therein. The locational clearance has been re-validated on 24.06.2013 along with CC NOC which locational clearance so validated is annnexed hereto and marked as **Annexure B**. As per the locational clearance accorded by MMRDA interalia (a) 25% of the land comprised in the said Land will have to be conveyed to MMRDA as freehold and without any encumbrances by utilization of 1 FSI of the said Land (b) 25% of the land plate of the said Land is 4076.75 Sq. Meters (after deduction of Municipal Reservations of D.P. Road etc. (c) (iv) The total number of **1069** units of 14.87 Sq. Meters carpet area is required to be constructed by the Company/Promoters and handed over free of cost to MMRDA.

VI. RENTAL HOUSING SCHEME:

As stated earlier the Promoters have submitted the Said Property to the Rental Housing Scheme of the MMRDA, wherein the Promoters are required to hand over to MMRDA/State Government 25% of the total land area of the Said Property and construct thereon buildings equivalent to FSI 1(one) of the Said Property and as an incentive the Promoters are entitled to construct buildings consuming FSI of 3(three) as may be available on the Said Property. Thus, the Promoters are constructing Rental Component as in the plan annexed hereto in red wash and are constructing **1069** number of units admeasuring **14.87 Sq. Meters** to be handed over to the Government/MMRDA. Portion of the property on which the Rental Buildings/Rental Component is being constructed is more particularly described in the Third Schedule hereunder written and the balance portion on the Said Property on which the Sale Buildings shall be constructed is shown in blue wash in the plan annexed hereto and is more particularly described in the Fourth Schedule hereunder written and hereinafter referred to as the Sale Component.

VII. DETAILS OF DEVELOPMENT:

As stated earlier the Promoters are constructing buildings which are mixed use development consisting of Retail, Commercial, and Residential, the details whereof are as more particularly shown in the plan annexed hereto as **Annexure C.**

VIII. The Promoters have disclosed to the Purchasers and the Purchasers are aware that the Development of the said Project Property shall be carried out by the Promoters in 2 Phases as stated hereinafter:-

(i). In the First Phase the Promoters are constructing a common basement for car parking, which will be for all phases above which

(a) On Ghodbunder Road facing above common basement a Ground Floor + 1 upper floor for retail and 2nd floor for Commercial use.

(b) On 20 mtrs road facing above common basement a Ground Floor for retail, 1st & 2nd Floor for shops.

(c) On North-West side above complete basement a Ground, First, Second and Upper Stilt podiums levels for car parking for all phases.

(d) On North side above basement, Ground Level and Upper Floors Podium for car parking for all phases. The Sectional Drawing and details of first phase is as per plan annexed hereto as Annexure A-2,

In the basement the Promoters shall also construct STP, Under Ground Tanks, place for DG Set and allied services, Electric Meter Rooms, Fire Fighting provisions as per Chief Fire Officer (CFO) NOC

(ii) In the second phase the Promoters are constructing Wing A to Wing E above upper stilt level which is top of podium level

at_____ 29 upper habitable residential floors + Club House along with the amenities and common areas, which common areas and amenities shall be for the benefit of Purchasers of all the Phases, i.e. Phase I & Phase II and complete the same and obtain Occupation certificate / part occupation certificate and shall hand over possession of the said Wing A to Wing E to their purchasers. The Plinth area of the said Wing A to Wing E is _____ sq. mtrs, which is mentioned as plot area for the second phase.

IX. The Promoters have registered all the 2 phases as stated herein above with the Real Estate Regulation Authority (RERA) and have obtained 2 registration certificates as detailed below:

(i)

(ii)

X. The details of the project are available in the website of the authority, which have been referred to and understood by the Purchasers.

XI. This Agreement in respect of Phase II being a separate real estate Project which is registered as such as stated herein before

XII. In pursuance of the locational clearance, the Promoters have submitted plans for development of the Said Property and the Executive Engineer, City Development Department, Thane Municipal Corporation has issued Sanction for Development and Commencement Certificate, which Sanction for Development and Commencement Certificate is annexed hereto as **Annexure D.**

XIII. The Promoters have appointed M/s. Archetype Consultants as their Architects and have entered into a Standard Agreement with the said Architect.

XIV. The Promoters have appointed M/s Mahimtura Consultants Pvt. Ltd., Structural Consultants as their Structural Engineer, for preparation of the structural design and drawings of the buildings and the Promoters have accepted the professional supervision of the Architects and the Structural Engineer, till the completion of the building/buildings.

XV. The title of the Promoters to the Said Property is certified by Shri B. A. Vora, Advocates as clear and marketable. The copy of the said Certificate dated 22.06.2016 is annexed hereto as **Annexure E**. The 7/12 extract/PR Card in respect of the Said Property is annexed hereto as **Annexure F**.

XVI. The Real Estate (Regulation and Development) Act, 2016 RERA came into force in the State of Maharashtra with effect from 01st May 2017. The Promoters/Developers are required to register the real estate project under the Act within three months from the effective date of the aforesaid act or any extended date thereafter, in accordance with the Act as an on going project. Presently the Promoter herein are in the process of registering the said project with the RERA authority.. , The Promoter shall intimate to the Flat Purchaser/s, the details of the Registration of the project with RERA authorities, once received.

XVII In the First Phase the Promoters are constructing a common basement for car parking, which will be for all phases above which

(a) On Ghodbunder Road facing above common basement a Ground Floor + 1 upper floor for retail and 2nd floor for Commercial use.

(e) On 20 mtrs road facing above common basement a Ground Floor for retail, 1st & 2nd Floor for shops.

(f) On North-West side above complete basement a Ground, First, Second and Upper Stilt podiums levels for car parking for all phases.

(g) On North side above basement, Ground Level and Upper Floors Podium for car parking for all phases. The Sectional Drawing and details of first phase is as per plan annexed hereto as Annexure A-2,

In the basement the Promoter shall construct STP, Under Ground Tanks, place for DG Set and allied services, Electric Meter Rooms, Fire Fighting provisions as per Chief Fire Officer (CFO) NOC

(ii) In the second phase the Promoters are constructing Wing A to Wing E above upper stilt level which is top of podium level at_____ 29 upper habitable residential floors + Club House along with the amenities and common areas, which common areas and amenities shall be for the benefit of Purchasers of all the Phases, i.e. Phase I & Phase II and complete the same and obtain Occupation certificate / part occupation certificate and shall hand over possession of the said Wing A to Wing E to their purchasers. The Plinth area of the said Wing A to Wing E is _____ sq. mtrs, which is mentioned as plot area for the second phase

XVIII. The Purchaser(s) has/have inspected the copies of all the documents of title relating to the said property, the various orders, the said Agreements and the plans, designs and specifications prepared by the Promoters' Architect and all such other documents as are specified and/or required to be shown to Purchaser(s) under the Maharashtra Ownership Flats (Regulations of Construction, Sale, Management and Transfer) Act, 1963, and the rules made thereunder read with Real Estate (Regulation & Development) Act, 2016, (RERA) hereinafter referred to as "The said Laws") and the Rules made thereunder.

XIX. Under Section 4 of the MOFA read with Section 13 of RERA, the Promoters are required to execute a written Agreement for Sale of the said Premises with the Flat Purchaser/s, being in fact these presents and also to register under the Registration Act;

XX. The parties hereto are desirous of recording the terms and conditions on which the Promoters have agreed to allot and/or to sell the said flat and the Purchaser(s) has/have agreed to purchase the said flat in the manner hereinafter appearing:

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. Parties agree that the recitals as contained herein above shall form an integral and operative part of this Agreement as if the same are set out and incorporated herein verbatim.

2. The Promoters have submitted the said property of the Rental Housing Scheme to MMRDA, wherein the Promoters are required to hand over to MMRDA 25% of the total land area of the said property in accordance with the locational clearance equivalent to 4718.75 **Sq. Meters** (Rental Component) which Rental Component is more is more particularly described in the Third Schedule hereunder written and construct such Rental Component building for handing over the same to the MMRDA/Government in accordance with the locational clearance. On the remaining portion of the property being 75% of the total land area of the said property equivalent to 14,156.24 **Sq. Meters**, in accordance with the locational clearance (Sale Component) which Sale Component is more particularly described in the Fourth Schedule hereunder written. The aforesaid areas are likely to change because of area correction, as stated earlier. As stated earlier the Promoters are constructing the Sale Component consisting of 29 residential floors in five wings. Below the residential floors on Ghodbunder Road facing is full basement, Ground + one upper floor for retail + second upper floor as commercial + upper stilt level. And on 20 Meter DP Road facing, below the Residential floors is full basement, Ground Floor retail + two upper floors commercial + service floor termed as girder level + upper stilt level. The Promoters shall be further entitled to all the FSI available to the said property under the Rental Housing Scheme or any other scheme as may be suitable to the Promoteors and also with a provision to consume balance FSI and/or future or additional or balance FSI or any FSI available either by acquiring Transferable Development Rights (T.D.R.) or extra F.SI. available by change of D.C. Rules or due to Road Widening or Set Back reservation or by any other means or ways or any other reason whatsoever in accordance with the approved plans and specifications which have been kept at the office for inspection and which the Purchaser(s) has/have seen and approved. Before accepting possession, the Purchaser(s) shall inspect the said Flat / Shop / Commercial / Office and bring to the notice of the Company/Promoters

any defects therein and shall only accept the possession after fully satisfying himself/herself/themselves that no defects exist in the Flat / Shop / Commercial / Office.

3. The total FSI available in the said project is _75,500 sq. mtrs. __, out of which FSI of 18875 sq. mtrs. is to be utilized for the Rental Component and the balance FSI of 56,625 sq. mtrs. shall be utilized for Sale Component, by the Promoters.

4. The Purchaser(s) is/are aware that the Promoters have applied for the requisite permissions from the Ministry of Environment and Forests (hereinafter referred to as the **"MoEF Permissions"**). The Purchaser(s) is/are aware that the permission shall be granted to the Promoters herein on the undertaking/s, Indemnities furnished by the Promoters for various compliances, inter-alia of Rain Water Harvesting and Sewage Treatment Plant. The Promoters shall comply with all such compliances which shall be required during the construction and the Purchaser(s) covenant(s) with the Promoters that they shall comply with all the ongoing and recurring compliances as the assignee of the Promoters.

5. One Mr. Mr. Raj Daksh Sharma and Mr. Kapil Mahendra Sharma claimed rights over a portion of property bearing Survey No. 49 Hissa No. 1/B claiming that the same is part of Survey No. 49 Hissa No. 1/A. The Promoters have acquired from the said Mr. Raj Daksh Sharma and Mr. Kapil Mahendra Sharma the said portion which the said Mr. Raj Daksh Sharma and Mr. Kapil Mahendra Sharma claims to be Survey No. 49 Hissa No. 1/B and the same is also the part of the development carried out by the Promoter.

6. The Purchaser(s) has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the Owners and/or the Promoters to the property and he/she/they shall not be entitled further to investigate the title of the said property and no requisition or objection shall be raised on any matter relating thereto. The Purchaser(s) shall be deemed to have purchased the said Flat / Shop / Commercial / Office on the conditions set out in the recitals above and to have accepted the title thereto.

7. The name and address of the Purchaser(s) till possession of the premises is taken by the Purchaser(s) shall be as under:

Name: _____

_____

_____

Address: _____

_____

_____

_____

Tel. No.: _____

8. The Purchaser(s) hereby agree(s) to acquire Flat / Shop / Commercial / Office No._____ on _____ Floor in Wing _____ of the said Building, being Phase II, admeasuring _____ Sq. Meters (equivalent to approx. _____ Sq. Ft.) Carpet area as defined under Real Estate (Regulation & Development) Act, 2016, which is more particularly described in the **Fifth Schedule** hereunder written hereinafter called **"the said premises"** at or for the lump sum price of Rs._____/- (Rupees _____ _____ only). The said price is fixed on lump sum basis and has no bearings whatsoever on the actual measurement of the carpet area of the said premises along with a provisional right to park ____ car/s in the _____ level, of the building beneath _____ wing. The Purchaser(s) is/are aware that there may be a variance of ± 3% in the aforesaid area because of construction constraints or other reasons. The total Sale Consideration shall be recalculated upon confirmation of the carpet area after completion of construction by the Promoter. If there is any reduction in the carpet area more than the defined limit of 3%, then, the promoter shall refund the excess money paid by the Flat Purchasers within 45 (forty-five) days with annual interest being Interest Rate (defined below), from the date when such an excess amount was paid by the Flat Purchaser. If there is any increase in the carpet area allotted to the Flat Purchaser/s, the Promoter shall demand additional amount from the Flat Purchaser prior to taking possession of the said premises. It is clarified that the payments to be made by the Promoter/Flat Purchaser/s, as the case may be, under this clause, shall be made at the same Interest Rate as defined herein. The said provisional allotment shall always be subject to the confirmation of the society when formed. The consideration mentioned herein is for the said premises and no separate consideration is payable for the car parking

areas. The typical floor plan showing the said Flat / Shop / Commercial / Office is annexed hereto and marked **Annexure G** and the said Flat / Shop / Commercial / Office is shown, surrounded thereon by a red colored cross lines. The Purchaser(s) has/have ascertained the said area. The said Flat / Shop / Commercial / Office has been agreed to be sold together with the proportionate share in the common areas and amenities as well as the limited common area and facilities appurtenant to the said premises and as more particularly described in the **Sixth Schedule** and the same shall be in proportion to the area of the said premises to the entire area of the said building. The Purchaser(s) shall have no claim over limited common area save and except as expressly granted. The Purchaser(s) has/have seen approved and accepted the amenities provided in the said premises prior to execution of this Agreement.

9. (i)

(i) In the First Phase the Promoters are constructing a common basement for car parking, which will be for all phases above which

(a) On Ghodbunder Road facing above common basement a Ground Floor + 1 upper floor for retail and 2nd floor for Commercial use.

(h) On 20 mtrs road facing above common basement a Ground Floor for retail, 1st & 2nd Floor for shops.

(i) On North-West side above complete basement a Ground, First, Second and Upper Stilt podiums levels for car parking for all phases.

(j) On North side above basement, Ground Level and Upper Floors Podium for car parking for all phases. The Sectional Drawing and details of first phase is as per plan annexed hereto as Annexure A-2,

In the basement the Promoter shall construct STP, Under Ground Tanks, place for DG Set and allied services, Electric Meter Rooms, Fire Fighting provisions as per Chief Fire Officer (CFO) NOC

(ii) In the second phase the Promoters are constructing Wing A to Wing E above upper stilt level which is top of podium level at_____ 29 upper habitable residential floors + Club House along with the amenities and common areas, which common areas and amenities shall be for the benefit of Purchasers of all the Phases, i.e. Phase I & Phase II and complete the same and obtain Occupation certificate / part occupation certificate and shall hand over possession of the said Wing A to Wing E to their purchasers. The Plinth area of the said Wing A to Wing E is _____ sq. mtrs, which is mentioned as plot area for the second phase

10. The Promoters have informed the purchasers that they shall form separate societies for all the Phases, and thereafter form a federation of all the Societies for the maintainance and upkeep of the common areas and amenities. The conveyance of the structures shall be executed in favour of the separate societies and the Conveyance of the Larger lands including the common amenities shall be executed in favour of the federation. Not withstanding any thing contained herein, the Promoters shall be entitled not to execute the Conveyance until they have received the full and final consideration in respect of all the Units constructed by them in all the Phases and all their units are sold

11. The Development Control Regulation for the City of Thane defines carpet area as more particularly stated therein. Real Estate (Regulation & Development) Act, 2016, defines carpet area as what is stated therein. Thus there is difference in definition of carpet area in both the laws.

12. Promoter have till date sold premises as per definition of carpet area in Development Control Regulation Thane. However for calculation of maintenance charges by the organization of the Purchaser or the Promoter themselves shall be charged to all the unit holders on the basis of carpet area as defined in Real Estate (Regulation &

Development) Act, 2016. All the previous sales on the basis of carpet area calculated as defined in Development Control Regulation Thane shall be recalculated on the basis of carpet area as defined in Real Estate (Regulation & Development) Act, 2016 and maintenance shall be charged uniformly to all previous purchasers and the purchasers on the carpet area as define in Real Estate (Regulation & Development) Act, 2016.

13. It is expressly agreed that the said premises shall contain specifications, fixtures, fittings and amenities more particularly as described in **Seventh Schedule** hereunder written and the Purchaser(s) confirm(s) that the Promoters shall not be liable to provide any other specification, fixture, fittings and amenities in the said premises.

14. The Promoters have represented and the Purchaser(s) is/are aware that the Car Parking areas are available in the Basement, Ground and Podium levels. The Promoters may give provisional permission to the Purchaser(s) to park his/her/their vehicle in a particular space, pending the handing over of the affairs to the Society. The Purchaser(s) shall till then not be entitled to park his/her/their car in any other place than the space permitted. The Permission shall be subject to the confirmation of the Society.

15. The Purchaser/s hereby agrees/s to pay to the Promoters the said purchase price of Rs. _____ (Rupees _____) subject to deductions of income tax at source (TDS) under the applicable law. The Purchaser has paid on or before execution of this agreement a sum of Rs. _____ Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the promoter the balance amount of Rs. _____ (Rupees _____) in the following manner:-

i) Amount of Rs. _____(Rupees _____) (not exceeding 20% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii) Amount of Rs. _____ (Rupees _____) (not exceeding 15% of the total consideration) to be paid to the Promoter on completion of Plinth of the building or wing in which the said premises is located

iii) Amount of Rs. _____ (Rupees _____) (3% of the total consideration) to be paid to the promoter on completion of 2nd Podium of the building or wing in which the said premises is located

iv) Amount of Rs. _____ (Rupees _____) (3% of the total consideration) to be paid to the promoter on completion of 1st habitable floor of the building or wing in which the said premises is located.

v) Amount of Rs. _____ (Rupees _____) (3% of the total consideration) to be paid to the promoter on completion of 4th habitable floor of the building or wing in which the said premises is located.

vi) Amount of Rs. _____ (Rupees _____) (3% of the total consideration) to be paid to the promoter on completion of 8th habitable floor of the building or wing in which the said premises is located.

vii) Amount of Rs. _____ (Rupees _____) (3% of the total consideration) to be paid to the promoter on completion of 12th habitable floor of the building or wing in which the said premises is located

viii) Amount of Rs. _____ (Rupees _____) (3% of the total consideration) to be paid to the promoter on completion of 16th habitable floor of the building or wing in which the said premises is located

ix) Amount of Rs. _____ (Rupees _____) (3% of the total consideration) to be paid to the promoter on completion of 20th habitable floor of the building or wing in which the said premises is located

x) Amount of Rs. _____ (Rupees _____) (2% of the total consideration) to be paid to the promoter on completion of 24th habitable floor of the building or wing in which the said premises is located

xi) Amount of Rs. _____ (Rupees _____) (2% of the total consideration) to be paid to the promoter on completion of terrace/29th habitable floor of the building or wing in which the said premises is located.

xii) Amount of Rs. _____ (Rupees _____) (not exceeding5% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Premises..

xiii) Amount of Rs. _____ (Rupees _____) (not exceeding 5% of the total consideration) to be paid to the Promoter on completion of Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises is located.___.

xiv) Amount of Rs. _____ (Rupees _____) (not exceeding 5% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Premises is located.

xv) Amount of Rs. _____ (Rupees _____) (not exceeding 10% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of Sale of the building or wing in which the said premises is located.

xvi) Balance Amount of Rs. _____ (Rupees _____) against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate .

xvii) __ .

16. Time as to payment shall be of the essence and if the Purchaser/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Purchaser/s shall pay to the Promoter interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("the Interest Rate") on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interst Rate Notwithstanding anything contained anywhere else in this Agreement, the Promoter shall not be obliged to handover possession of the said Premises unless and until receipt of all amounts under this agreement by the Promoter.

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Without prejudice to the right of the Developer to charge interest at the Interest Rate mentioned at Clause [29] herein, and any other rights and remedies available to the Developer, either (a) on the Purchaser committing default in payment on the due date of any

amount due and payable by the Purchaser to the Developer under this Agreement (including his/her/their/its proportionate share of taxes levied by the concerned local authority and other outgoings) and/or (b) the Purchaser committing 3 (three) defaults of payment of the instalment(s) of the Sale Consideration, the Developer shall be entitled to, at its own option and discretion, terminate this Agreement. Provided that, the Developer shall give a notice of 15 (fifteen) days in writing to the Purchaser ("**Default Notice**"), by courier / e-mail / registered post A.D. at the address provided by the Purchaser, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Developer within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice the Developer shall be entitled to terminate this Agreement by issuance of a written notice to the Purchaser ("**Developer Termination Notice**"), by courier / e-mail / registered post A.D. at the address provided by the Purchaser. On the receipt of the Developer Termination Notice by the Purchaser, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Clause, the Developer shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and car parking space in the manner as the Developer may deem fit without any reference or recourse to the Purchaser; and (ii) the Developer shall be entitled to adjust and recover from the Purchaser (a) pre-determined and agreed liquidated damages equivalent to [●] % of the total consideration towards liquidated damages along with any losses that may accrue to the Developer, by reason of such termination including any diminution in sale price or market value of the said Premises prevailing at the time of termination, (b) brokerage fees (c) all other taxes and outgoings, if any due and payable in respect of the said Premises upto the date of Developer Termination Notice, (d) the amount of interest payable by the Purchaser in terms of this Agreement from the date of default in payment till the date of Developer Termination Notice as aforesaid. Further, upon termination of this agreement, the Developer shall not be liable to pay to the Purchaser any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the

Purchaser any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc. Within a period of 30 (thirty) days of the Developer Termination Notice, the Developer shall after deduction of the aforesaid Amounts, refund the balance amount of the Sale Consideration to the Purchaser simultaneously, with the Developer and the Purchaser executing and registering the Deed of Cancellation of this Agreement, the stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Purchaser entirely. Upon the termination of this Agreement, the Purchaser shall have no claim of any nature whatsoever on the Developer and/or the said Premises and/or the car park/s and that the receipt of the said refund by cheque from the Developer by the Purchaser by registered post acknowledgement due at the address given by the Purchaser in these presents whether the Purchaser accept/s or encash/s the cheque or not, will amount to the said refund and the refund amount accepted by the Purchaser is in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises

In addition to the aforesaid installments of the Sale Consideration, the Purchaser shall also be liable to bear and pay Service Tax and VAT and/or GST as applicable with effect from 1st July 2010. The time for payment of installments of the Sale Consideration as provided in the aforesaid clause and all the amounts including the amount for Service Tax, VAT, LBT, GST, etc., as applicable from time to time that the Promoters are entitled to receive from the Purchaser as provided hereinafter, appearing in the agreement shall be the essence of this contract. Further, the Flat Purchaser/s shall pay each installment of the Sale Consideration to the Promoters after deducting there from 1% TDS as per the provisions of Section 194-1A of the Income Tax Act, 1961 and shall deposit the said amount to the credit of the Central Government and shall issue a TDS Certificate in favour of the Promoters in the prescribed Form No. 16B for the same, within 15 (fifteen) working days from the payment thereof.

Provided further that at the time of handing over the possession of the Premises if any such certificate is not produced, the Flat Purchaser/s shall pay such equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on producing such certificate within 1 (one) month of the possession by the Purchaser/s.

Provided further that in case the Purchaser/s fails to produce such certificate within the stipulated period of 1 (one) month, the Promoter shall be entitled to appropriate the said deposit against the receivable from the Flat Purchaser/s

In addition to the above, the Purchaser further agrees to pay Goods and Service Tax (GST) upon effective implementation of GST in India in lieu of VAT and Service Tax by the Government of India as may be applicable on the transaction of sale of the said Premises under this Agreement.

17. The Purchaser(s) is/are aware that the Promoters are entering into similar Agreements with several other parties in respect of other Flat / Shop / Commercial / Office in the said building/s containing similar terms and conditions save and except the sale price which may be mutually agreed upon between the Promoters and each Purchaser(s).

18. Nothing contained in these presents shall be construed to confer upon the Purchaser(s) any right, title or interest of any kind whatsoever into or over or as a grant in law of the said Flat / Shop / Commercial / Office or the said building or any parts thereof such conferment or grant to take place only upon the transfer by formal document and execution thereof in respect of the said property or part thereof together with the said building to a Condominium or any other body to be formed by the Purchaser(s) of different premises as stated herein.

19. The Promoters have informed the Purchaser(s) that they shall not be bound to obtain Completion Certificate from TMC. The Purchaser(s) shall accept Occupation Certificate or part Occupation Certificate for the building consisting of the said Flat / Shop / Commercial / Office and will take possession of the said Flat / Shop / Commercial / Office upon the Promoters intimating the Purchaser(s) of they having made application for such occupation/part occupation certificate by making balance payment, and the premises is fit for use and occupation. The Certificate of the Architects of the Promoters to the effect that such Application for occupation/part occupation certificate is made shall be conclusive.

20. It is hereby expressly agreed and confirmed by the Purchaser(s) that the right of the Promoters to construct additional structure/s on the

said property or any portion thereof or put up further additional floors on the said building now under construction or to amalgamate the said property with any other property and to carry out development thereon is an integral part of this Agreement for sale of the said premises to the Purchaser(s) and the Purchaser(s) will not in any manner object to the Promoters constructing such additional structures or carrying out any additional construction work on the said Buildings now under construction. The Purchaser(s) also agree/s and undertake/s to give full co-operation and all the facilities to the Promoters to carry out additional construction work on the building now under construction and/or construction of additional structures on the said property.

21. It is expressly agreed by and between the parties hereto that the Promoters, if they so desire are entitled to amalgamate the said property with any other adjoining plot/s and construct the building or buildings thereon as permissible by the TMC and other concerned authorities even after the Society of the said Purchaser(s) of tenements in the said building is formed and registered until the conveyance as per law of the said property is granted to the said Society. The Society or any of its members shall not raise any objection and agree to grant their consents for the same as and when it may be required by the Promoters. The said Society shall enroll the premises Purchaser(s) of the buildings that may be constructed on the adjoining plots. The Promoters shall be entitled to consume FSI and other benefits of the said plot and/or adjoining plot by constructing separate buildings of any or all the plots of separate wings of the building by intermingling the FSI and/or TDR or otherwise.

22. It is hereby expressly agreed and provided that as long as it does not in any way affect or prejudice the rights hereunder granted in favour of the Purchaser(s) in respect of the said premises being Flat / Shop / Commercial / Office agreed to be purchased by the Purchaser(s), the Promoters shall be at liberty to sell, assign, mortgage, encumber or otherwise deal with or dispose off their right, title or interest in the said property or in the building to be constructed by the Promoters. The mortgage or other encumbrances created by the Promoters shall be cleared by the Promoters on its own prior to giving possession of the said property to the proposed Co-operative Society.

23. DISCLOSURE ON SOURCE OF FUNDS:

(i). The Purchaser/s declares and confirms that all the payments under this Agreement made by Purchaser/s shall always be from the bank account of the Purchaser /Joint Purchaser/s only. In the event of any payment being made by the Purchaser/s, from any other persons account (excluding Joint Purchaser/s) then the same shall be deemed to have been made by such other person at the request and behest of the Purchaser/s/Joint Purchaser/s. It is agreed between the parties hereto that any payment made by any person other than the Purchaser/s will not create any right, title or interest in the said Flat in favour of such other person.

(ii). The Developer herein has specifically informed the Purchaser/s that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or an agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Purchaser/s to the Developer, the Purchaser/s shall be liable to provide the source of the amount paid by the Purchaser/s to the satisfaction of such authorities or an agency. The Purchaser/s hereby indemnifies the Developer and continue to keep the Developer indemnified against all the expenses, charges and payments arising out of failure of providing satisfactory reply to the statutory or Government or Semi-Government Authority or an agency or Revenue Authorities or any other statutory authorities for any amount paid by the Purchaser/s either from his own account or made through third party.

(iii) In the event the Purchaser/s is not able to satisfy the statutory Authorities about the source of the payment made to the Developer then, the Developer shall be entitled to withhold the possession of the said Flat or exercise the option to terminate the Agreement for Sale

(iv) In the event of the termination of this Agreement at the option of the Developer for aforesaid reason, then any amount which is found to be refundable over and above the amounts retained as and for mutually agreed liquidated damages such as the earnest money, interest on delayed payments any interest paid, due or payable, any other amount of non refundable nature, shall be refunded to the Purchaser/s or Statutory Authority by the Developer subject to any terms and conditions of any order issued by any of the statutory authorities or agency.

(v) It is expressly agreed that upon such termination by the Developer, the Purchaser/s shall have no right, title, interest, demand, claim or lien over the said Flat and the Car Park(s) in any manner whatsoever

24. The Purchaser(s) covenant(s) with the Promoters that HE/SHE/THEY the Purchaser(s):

(i) Shall not carry on any work in or use the said premises or permit the same to be used for any purpose whatsoever other than as a premises which is prescribed by the Thane Municipal Corporation in its Bye-laws and Rules and Regulations nor for any purpose or in a manner which may or is likely to cause or be a source of nuisance or annoyance or disturbance or inconvenience to the Promoters or occupiers of the other premises in the same building or neighboring properties and also not for any illegal or immoral purposes. The Purchaser(s) shall use the stilt or open parking space only for purpose of keeping or parking vehicles;

ii. Shall not at any time demolish or cause to be demolished the said premises or any part thereof agreed to be taken by the Purchaser(s) nor will the Purchaser(s) at any time make or cause any additions or alterations of whatsoever nature in or to the said premises or any part thereof;

iii. Shall not enter or remain in the said property or any portion thereof without the prior written permission of the Promoters and at their own risks. The Promoters shall not be responsible or liable for any damage, injuries, mishap, fatal or otherwise in respect thereof;

iv. Shall pay the respective arrears of price payable by them, as soon as building is notified by the Promoters as complete within ten days of such notice served individually or put up at some prominent place in the building.

v. After the possession of the said premises being Flat / Shop / Commercial / Office is handed over to the Purchaser(s) and if any additions or alterations in or about or relating thereto are thereafter required to be carried out by the Municipality or competent authority, the Purchaser(s) agree(s) that such additions or alterations shall be carried out by the Purchaser(s) and the Purchaser(s) of the other premises in the said building at their own risk and costs and the Promoters shall not be or be held to be in any manner liable or responsible for the same.

vi. Shall always keep the said Flat / Shop / Commercial / Office purchased by the Purchaser(s) properly insured against loss or damage by fire and/or any other risk and the Purchaser(s) shall not do or permit to do or permit to be done any act deed matter or thing which may render void or voidable the insurance effected on the property or render higher or increased premium to be payable in respect thereof. If any such higher premium becomes payable then the Purchaser(s) shall bear and pay the same. All the moneys as and when received by virtue of any such insurance shall be spent in re-building and/or repairing the premises. Whenever during the said term the said building or any part thereof shall be destroyed or damaged for any reason whatsoever the Purchaser(s) shall pay his/her/their share for reinstating and repairing the same. The Purchaser(s) shall also pay his/her their proportionate share for keeping the said building in good and substantial repair and condition to the satisfaction of the Promoters;

vii. Shall not obstruct, keep or store or permit to be obstructed kept or stored any goods, articles, things and other merchandise or to park or permit to be parked at any time any vehicles, wagons, cars, lorries, trollies, etc. in the compound of the said plot;

viii. Shall not store in the said premises any goods of hazardous or combustible nature or which are too heavy to effect the construction or the structure of the said building;

ix. Shall not close balconies or open space or any other space or make any alteration in the elevation or make any alteration in the exterior of the said premises or put up any name plate at any place except at the entrance of the said premises a sign board or plate outside the same signifying his ownership of the same;

x. Shall not throw dirt, rubbish, rags, waste or refuse or permit the same to be thrown in the passages, landing, staircases, corridors, sinks, baths or lavatories on the said building and the open spaces around the said

building and in the like manner shall not store any article or merchandise in the said passages, landings, staircases and corridors in the said building and the open spaces around the said buildings;

xi. Shall not decorate or paint the exterior of the said premises otherwise than in a manner agreed to by a majority of the tenement acquirers, occupiers or users of the premises comprised in the said building and failing such Agreement in the manner as near as may be to which the same was previously decorated or painted;

xii. Shall not put Box grills protruding outside the external walls, or cover the flower bed.

xiii. Shall observe and perform the terms, conditions and covenants contained in this Agreement so far as the same are not required to be observed and performed by the Promoters and to indemnify and keep indemnified the Promoters against the non-observance and non-performance of the said terms, conditions and covenants except so far as the same ought to have been observed and performed by the Promoters;

xiv. That the Promoters shall not be liable to execute any separate legal transfer in respect of the said Flat / Shop / Commercial / Office in favour of the Purchaser(s);

xv. That so long all the premises in the building shall not be separately assessed for municipal charges and water tax, the Purchaser(s) shall pay a proportionate share based on the carpet area of the premises their share of water tax and Municipal taxes and maintenance charges assessed on the whole building PROVIDED HOWEVER that if any special taxes and/or rates are demanded by Thane Municipal Corporation or any other authority by reason of any permitted use of the said premises and road, the Purchaser(s) and other Purchasers shall observe and perform all rules and regulations of Thane Municipal Corporation and other statutory bodies and shall indemnify and keep

indemnified the Promoters against any loss or damages;

xvi. Shall maintain at his own costs the said Flat / Shop / Commercial / Office agreed to be acquired by him/her/them in the same good condition state and order in which it is delivered to him/her/them and shall abide by all the bye-laws, rules and regulations of the Government, Thane Municipal Corporation and B.E.S. & T. Undertaking or any other Competent Authority and shall attend, answer and be responsible for call notices, violations of any of the condition for the observance and performance of the said rules and bye-laws;

xvii. Shall keep the said Flat / Shop / Commercial / Office and walls and partition walls, sewers, drains, lift, pump and appurtenances thereto in good tenantable repairs and conditions and in particular so as to support shelter and protect the various parts of the building;

xviii. Shall not utilize the areas of Lift Lobbies or the landing and mid landings of the staircase (i.e. the restricted common areas and amenities) for making Shoe Racks or for storing any articles

25. . <u>DEFECT LIABILITY:</u>

(i) If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Developer any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the Purchaser to received from the Developer, compensation for such defect in the manner as provided under the Act;

(ii) Provided however, that the Purchaser/s shall not carry out any alterations of the whatsoever nature in the said apartment of

phase/wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limit to columns, beams etc., or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Developer the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Developer, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

(iii) That it shall be the responsibility of the Purchaser to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

(iv) Further where the manufacturer warranty as shown by the developer to the Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the Purchaser/s the Developer shall not be responsible for any defects occurring due to the same.

(v) That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipments, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.

(vi) That the Purchaser has been made aware and that the Purchaser expressly agrees that the regular wear and tear of the

unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20*C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

(vii) It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement

. 26. On possession being taken by the Purchaser(s) of the said premises the Purchaser(s) shall not be entitled to make and shall not make any claim, objection, contention, or proceedings against the Promoters regarding the said building or the said Flat / Shop / Commercial / Office or any part thereof or any item thereof or in respect of anything connected with the same including quality of construction, materials and additions or alterations, etc. or which may be alleged not to have been carried out or completed or of defective workmanship and all such claims, contentions and objections, if any, shall be treated and deemed to have been extinguished and/or waived as the Purchaser(s) have been extinguished and/or waived as the Purchaser(s) has/have inspected the ready premises and the whole property;

27. The Purchaser(s) is/are informed by the Promoters that the arrangement for water supply shall be made as per prevailing rules and regulations of TMC at the time of sanction of water connection and subject to the undertakings which may be required to be given by the Promoters and/or on behalf of the Promoters to TMC and subject to any terms and conditions, which may be stipulated by TMC. Inspite of this, if any shortage of water supply occurs, the Promoters shall not be liable for the same and shall not be liable to supply any additional pumps or tanks or any other thing or make any additional or other arrangements in that behalf. Any deposit or deposits required to be paid by the Promoters to TMC in that behalf or to be paid by the Promoters, out of the deposits to be paid by the Purchaser(s) to the Promoters hereunder and if the Promoters shall pay the said deposits or any of them or any part thereof out of their pocket, they shall be entitled to reimburse

themselves for such payments out of the said deposits as and when collected and without prejudice to other rights and remedies of the Promoters.

28. The Purchaser(s) shall have no claim or right to any part of the said property or the Said Larger property and also to any part or parts of the said building other than the said Flat / Shop / Commercial / Office agreed to be taken by him/her/them. All lobbies, staircases, shall remain the property of the Promoters until the whole property is assigned and transferred to the Co-operative Society as herein mentioned but subject always to the rights, reservations, covenants and easements in favour of the Promoters as herein provided.

29. The Promoters have as an additional facility to the flat purchasers proposed to construct a Club House and Swimming Pool. The Purchaser(s) is/are aware that such facilities if provided by the Purchaser(s) shall be their exclusive property and the Purchaser(s) shall only be entitled to use the same a mere Licensee on the terms and conditions as may be adopted by the Promoters. Presently the Promoters have proposed to construct the Club House and the swimming pool at the place which is shown the Layout Plan annexed here to being **Annexure H.** However the Promoters are entitled to relocate the same as per their requirement. It is expressly made clear that the work of club house and the other facilities shall be completed only after the entire said Property is completely developed and all the flat purchasers of in the entire development shall be entitled to use the said facilities. In any case if the club house and the other facilities are handed over prior to the completion of the entire development, the Purchaser(s) herein agree(s) that they shall not object the same to be used by all the flat purchasers in the buildings as stated above. The aforesaid facility of Club house and swimming pool is only for Residential units. The purchasers of retail/commercial units and the retail/commercial units shall not have any rights over the same. For the said reason the Promoters have not accepted any amounts on account of corpus fund to maintain the club house/swimming pool from the Retail/Commercial unit purchasers. Such purchasers shall always have

no rights in the Club House/Swimming Pool. The aforesaid condition is completely agreed and understood by the Purchaser(s) herein being retail/commercial unit purchaser(s).

30. The Promoters shall be entitled to give terrace adjoining to any of the flat/premises to the Purchaser(s) thereof for his/her/their exclusive use as "Terrace Flat" and the Purchaser(s) of the other flat/premises shall not be entitled to raise any objection to the same.

31. Irrespective of dispute, if any, arising and/or pending at any time between the Promoters and the Purchaser(s) and/or Co-operative Society or any other body all amounts, contributions and deposits including amount mentioned hereunder, payable by the Purchaser(s) to the Promoters under this Agreement shall always be paid punctually by the Purchaser(s) to the Promoters and shall not be withheld by the Purchaser(s) for any reason whatsoever.

32. The Promoters shall in respect of any amount due and payable by the Purchaser(s) under the terms and conditions of the Agreement have first and paramount lien and charge on the said premises agreed to be acquired by the Purchaser(s) without prejudice to the Promoters other rights under this Agreement and/or law. The Purchaser(s) shall be liable to pay to the Promoters interest at the rate of 21% per annum on any amount due and payable by the Purchaser(s) to the Promoters under the terms and conditions of this Agreement, if such amount or amounts remain unpaid for ten days or more after becoming due.

33. The Purchaser(s) hereby agree(s) that in event of any amount payable by way of premium to the Municipality or to the State Government or betterment or development charges or assessment tax, levies, assessments, impositions, revenue or other tax or payment of a similar nature becoming payable by the Promoters and the stamp duty and registration charges, if any, on the documents to be executed under or in pursuance of this Agreement becoming payable by the Promoters and the Stamp Duty and Registration Charges, if any, on the documents to be executed under or in pursuance of this Agreement becoming payable by the Promoters the same shall be borne and paid by the Purchaser(s) in proportion to the Area of the said premises agreed to be purchased by the Purchaser(s) and in determining such amount

the decision of the Promoters shall be final, conclusive and binding upon the Purchaser(s).

34. The Purchaser(s) shall permit the Promoters and their Surveyors and agents with or without workmen and all others at all reasonable time to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and/or for the purpose of repairing any part of the building and/or the said premises and/or for the purpose of making repairing, maintaining, rebuilding, clearing, lighting and keeping in order and good condition all service, lift, pumps, drains, pipes, cables, water cover, gutters, wires, part structures or other conveniences belonging to or used for the said building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires, etc. and for similar purposes and also for the purpose of cutting of the supply of water to the said Flat / Shop / Commercial / Office or any other premises in case the Purchaser(s) or other Purchaser or Purchaser(s) shall have made any default in paying his/her/their share of water charges/tax and any other expenses of similar nature incurred thereto.

35. The Purchaser(s) shall pay all the amounts and monthly outgoings for the costs and expenses on the items that are more particularly described in the **Eighth Schedule**.

36. The Purchaser(s) agree(s) to sign and deliver to the Promoters before taking possession of the said Flat / Shop / Commercial / Office all writings, and Papers as may be reasonably necessary and required by the Promoters including possession letter, electric meter transfer forms and other papers necessary or expedient for formation and registration of the Society.

37. The Purchaser(s) agrees and undertakes on demand to do, execute and deliver and cause to be done, executed and delivered all acts, deeds, things, matters, documents, letter, writings and papers as may be reasonably required by the Promoters for further better or more perfectly affecting or carrying out the provisions hereof or for protecting or preserving the rights and interest of the Promoters for securing the due fulfillment of the provisions hereof on the part of the Purchaser(s).

38.The Promoters alone shall have a right to make additions and alterations to the said building or any part thereof including the said premises and also to raise or put up additional storey or storeys or structures on the open land or

open part or parts of the said building including terraces at any time either before or after transfer of the property and such right shall include the right to use the floor space index or the additional floor space which may be available in respect of the said Property or other land now or at any time in future or by use of TDR and as may be permitted by TMC and such additional Floor Space Index, additions, and alterations and additional structures or storeys shall always be and shall always deemed to be the sole property of the Promoters who shall be entitled to deal with or dispose of the same in any way they choose without any objection or hindrance from the Purchaser(s) and the Purchaser(s) hereby consents to the same.

39. The Purchaser(s) hereby agree(s) that he/she/they will agree to the purchaser(s) of such additional storey or structure being made members of the Co-operative Society. The Purchaser(s) shall not be allowed the use of the terrace and parapet walls of the terrace and the Promoters shall have the exclusive use of the said terrace and parapet walls till the Said Property is transferred to the Society subject only to the access thereto of the said Society to attend to any leakage from terrace and/or to the water tanks, lift machine room on the said terrace or any repairs to the same. The terrace on the top of the building including the parapet walls shall always be the property of the Promoters until the formation of the Society. The Agreement with the Purchaser(s) of the Flat / Shop / Commercial / Office in the said building shall be subject to the aforesaid rights of the Promoters who shall be entitled to use the said terrace including the parapet wall or any external wall for any purpose including the display of advertisement and signboard and the Purchaser(s) shall not be entitled to raise any objection or to seek any reduction in the price of the said premises agreed to be acquired by the Purchaser(s) and/or to any compensation of damages on the ground of inconvenience or any other ground whatsoever including obstruction of air and/or light.

40.The Purchaser(s) is/are aware that the construction of the Project shall be in phases. The Company/Promoters may complete a particular phase and hand over possession of the premises to the Flat Purchaser(s). In such event, the Company/Promoters shall be entitled to carry out and complete the balance construction and complete the Project without any hindrance and/or objection by the Purchaser(s) herein. The Purchaser(s) is/are aware that the Company/Promoters shall have unfettered right of access and/or right of way from such completed phase and/or the premises and/or the common areas or

the limited common areas and amenities to pass and/or re-pass with man, material and machinery and to carry out and complete the balance construction. This condition is clearly understood and agreed by the Purchaser(s) herein

41.The Purchaser(s) hereby agree(s) that all necessary facilities, assistance and co-operation will be rendered by the Purchaser(s) to the Promoters to enable the Promoters to make any additions and alterations and/or to raise additional storey or storeys or structures in accordance with the plans sanctioned or which may be hereafter sanctioned by TMC and the Purchaser(s) hereby further agree(s) that after the proposed Co-operative Society is registered, the Purchaser(s) as members of such Society shall accord his/her/their consent to such Society for giving to the Promoters and give full facility, assistance and co-operation to enable the Promoters to make the said additions and/or alterations and/or additional storey or storeys or structures as aforesaid and to make the said additional storey or storeys or structures which may be constructed by the Promoters and also for the aforesaid purpose to shift the present water tanks and lift machine room on the upper floors when so constructed and Purchaser(s) hereby consent to the same being done by the Promoters PROVIDED that as along as the Promoters do not in any way affect or prejudice the right hereby granted in favour of the Purchaser(s) the Promoters shall always be entitled to sell, assign and otherwise deal with or dispose of their rights, title and interest in the said land hereditaments and Flat / Shop / Commercial / Office and the building under construction and/or hereafter to be erected thereon.

42.Notwithstanding what is stated above, it is agreed that on the Flat / Shop / Commercial / Office Purchaser(s) committing default in the payment of the consideration amount or any other amount which becomes due and payable by the Flat / Shop / Commercial / Office Purchaser(s) to the Promoters under the terms and conditions of this Agreement, including his/her proportionate share of taxes levied by concerned local authorities and other outgoings and/or on the Flat / Shop / Commercial / Office Purchaser(s) committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled, at its own option, to give to the Flat / Shop / Commercial / Office Purchaser(s) 15 (Fifteen) days notice in writing to remedy the breach and in the event of the Flat / Shop / Commercial / Office Purchaser(s) failing to remedy the breach within the said period of 15 (Fifteen) days, to terminate

the Agreement forthwith PROVIDED HOWEVER that upon termination of this Agreement as aforesaid, the following consequences shall follow-

a) the Flat / Shop / Commercial / Office Purchaser(s) shall cease to have any right or interest in the said Flat / Shop / Commercial / Office or any part thereof;
b) the Promoters as the case may be shall be entitled to sell the said Flat / Shop / Commercial / Office to such other person or party or in such other manner deal with the said Flat / Shop / Commercial / Office, as the Promoters as the case may be, may deem fit, at such consideration and on the terms and conditions as Promoters may in its/their absolute discretion deem fit;
c) On the realisation of sale consideration from the new Purchaser(s) of the said Flat / Shop / Commercial / Office the Promoters as the case may be shall refund to the Flat / Shop / Commercial / Office Purchaser(s) the amount paid by the Flat / Shop / Commercial / Office Purchaser(s) to the Promoters as the case may be in pursuance of this Agreement after deducting there from –
    i. 5% (Five percent) of the purchase price, which is to stand forfeited to the Promoters as the case may be.
    ii. the taxes and outgoings, if any, due and payable by the Flat / Shop / Commercial / Office Purchaser(s) in respect of the said Flat / Shop / Commercial / Office upto the date of termination of this Agreement.
    iii. the amount of interest payable by the Flat / Shop / Commercial / Office Purchaser(s) in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid.
    iv. in the event of the said resale price being less than the purchase price mentioned herein, the amount of such deficit; and
    v. the costs incurred by the Promoters as the case may be in finding a new buyer for the said Flat / Shop / Commercial / Office.
    vi. Brokerage paid to Estate Agents.
d) The Promoters shall, in the event of any shortfall, be entitle to recover the said amounts from the Flat / Shop / Commercial / Office Purchaser(s). The Promoters shall not be liable to pay to

the Flat / Shop / Commercial / Office Purchaser(s) any interest, compensation, damages, costs, otherwise. The said amount shall be accepted by the Flat / Shop / Commercial / Office. Purchaser(s) in full and final satisfaction of all his/her/their claim under this Agreement and/or in or to the said Flat / Shop / Commercial / Office.

e) The Promoters shall, in the event of any shortfall, be entitled to recover the said amounts from the Purchaser(s). The Promoters shall in any case not be liable to pay to the Purchaser(s) any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Purchaser(s) any Government Charges such as Service Tax, VAT, LBT, GST, Stamp Duty, Registration Fees etc. The amount shall be accepted by the Purchaser(s) in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises. The Purchaser(s) agree(s) that receipt of the said refund by cheque from the Promoters by the Purchaser(s) by registered post acknowledgement due at the address given by the Purchaser(s) in these presents whether the Purchaser(s) accept/s or encash/s the cheque or not, will amount to the said refund. Provided always that the power of termination herein before contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser(s) 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of specific breach or breaches of terms and conditions in respect of which it has intended to terminate this Agreement and default shall have been made by the Purchaser(s) in remedying such breach or breaches within fifteen days of such notice.

43. The Promoter shall offer the possession in the manner stated hereinafter;-

(i) Upon obtainment of the Occupancy Certificate from TMC and upon payment by the Purchaser of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the Said Premises to the Purchaser/s in writing **("Possession Date").** The Purchaser/s agrees to pay the maintenance charges

as determined by the Promoter or the said Society, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project.

(ii) The Flat Purchaser shall take possession of the said Premises within 15 days of the Possession Notice.

(iii) Upon receiving the Possession Notice from the Promoter, the Flat Purchaser/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertaking and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Purchaser. Irrespective of whether the Purchaser takes or fails to take possession of the Premises within the time provided hereinabove, such flat Purchaser shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable as shall be decided by the Promoter.

(iv) Within 15 (fifteen) days of receipt of the Possession Notice, the Purchaser/s shall be liable to bear and pay his/her/their proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and Larger Land including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and incidental to the management and maintenance of the Real Estate Project and/or the Larger Land. Until lease/conveyance being executed and registered with the Federation/Society/Condominium, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Purchaser further agrees that till the Purchaser's share is so determined by the Promoter, the Purchaser shall pay to the Promoter provisional monthly contribution towards the outgoings. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and shall remain with the Promoter until the Lease/conveyance is duly executed and registered. On execution of the lease, conveyance the aforesaid deposit less any

deductions as provided for in this Agreement shall be paid over the Promoter to the Apex Body and/or the Society.

44. The Purchaser(s) shall before taking possession of the said Flat / Shop / Commercial / Office over and above purchase price pay the amounts to the Promoters, the following amounts:

(a) Rs. 650/- (Rupees Six Hundred & Fifty only) Share Money & Entrace Fees;

(b) Rs. 20,000/- (Rupees Twenty Thousand only) legal charges for making this Agreement.

(c) Rs. 10,000/- (Rupees Ten Thousand only) for installation of Electric Transformers or Sub-Station, Cable and CFO cable charges.

(d) Rs. 20,000/- (Rupees Twenty Thousand only) towards electric meters, water meters, rain water harvesting and sewage treatment plant (STP).

(e) Rs. 7,000/- (Rupees Seven Thousand only) for Pipe Gas Connection.

(f) Development charges Rs. _____/- (Rupees _____ only)

(g) The Purchaser(s) shall also pay the following amounts at the time of taking possession:

(I) Two years maintenance charges and other outgoings charges Rs. _____ (Approximately and tentative and may increase with the increase in Municipal taxes and other charges.)

(II) (a) Rs. _____ for Clubhouse, swimming pool membership charges. The Promoters shall retain this amount towards costs for providing the aforesaid facilities. This amount is an additional consideration for the cost of the said facilities.

(b) Rs. _____/- towards the corpus fund to be generated for the maintenance and upkeep of the clubhouse and swimming pool facilities.

(III) Any levy or tax payable as provided in clause 64 herein below

45. The Promoters shall maintain a separate account in respect of payments made/expenses incurred as mentioned in sub-clause (g) (I) and (II) (b) of clause 41 after deduction of expense/outgoing there from, transfer the balance to the Condominium / Co-operative Society or body as and when formed as provided herein. The Promoters shall be entitled to appropriate all other payments referred to in clause 40 hereof for themselves and shall not be liable to render account of the sameNotwithstanding payment towards maintenance charges and other outgoings as provided in item (I) of

clause 40, hereto, the Purchaser(s) shall, however, continue to be liable to pay monthly outgoings as provided in Eighth Schedule hereto. The Promoters shall at their option be entitled to make payment of Municipal Taxes and other outgoings on behalf of the Purchaser(s) out of the said deposits / corpus funds and the balance of the said deposit and or any other monies shall be transferred to the proposed society to the credit of the Purchaser(s) at the time of the transfer of the said property

46. Over and above payment of professional charges for forming the proposed Co-operative Society for preparing Conveyance and other documents in favour of such proposed Co-operative Society or for submitting the same, as per the law, as provided herein, the Purchaser(s) shall pay on demand stamp duty and registration charges, if any, payable on the documents to be executed in favour of such Society or for execution of Apartment Deeds in favour of the Purchaser(s) and/or any additional professional charges payable for the same. The Promoters shall not be liable to bear any cost or expenses. All such documents shall be prepared by the Promoters Advocates.

47. If after the possession of the said Flat / Shop / Commercial / Office offered to the Purchaser(s) any additions or alterations, in or about or relating to the said building or any part thereof are at any time is required to be made as per any requirement of the Government, Municipality or any Statutory, Public or Local Authority, the same shall be the responsibility of the Purchaser(s) and all other Purchaser(s) of the said premises in the building and the same shall be carried out by the Purchaser(s) in the said building at their costs and expenses and the Purchaser(s) and other such The Purchaser(s) shall bear and pay the said in the proportion of the area of their respective Flat / Shop / Commercial / Office and shall be liable for and shall bear all consequences of delay or default in that behalf including any fine, penalty, action or proceedings and costs, damages and expenses or injury which may be occasioned in that behalf and the Purchaser(s) shall bear and pay his/her/their share of contribution thereof immediately on demand. The Promoters shall not be in any manner liable or responsible to carry out the said additions or alterations or any of them or for the aforesaid consequences or to bear, pay or contribute anything in that behalf.

i. 48. Notwithstanding anything stated herein the Promoters shall at their sole discretion form a co-operative society or a body of the Purchaser(s) of all the Flat / Shop / Commercial / Office in the building Raj Torres. The Purchaser(s) agree(s) and undertakes to be a member of such Co-operative Society/body and this Agreement shall be treated as an irrevocable application and consent to become such a member. The Purchaser(s) shall pay entrance fee and share monies to the Promoters of the said Society for becoming members thereof. If the Purchaser(s) of the tenements do not take steps for formation of such society then the Promoters may at their option take such steps and in that case the Purchaser(s) shall within one week from being called upon to do so by the Promoters time being of the essence do execute and delivered by the Other Purchaser(s) to the Promoters all acts, documents and papers for or in connection with the formation and registration of such Co-operative Society as the case may be bye-laws or constitution of rules thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Purchaser(s) as may be required by the Authorities concerned or as may be desired by the Promoters to protect the right and interest of the Promoters and the Purchaser(s) agree(s) to be bound by the said additions and alterations and undertakes not to take any objection or action in the matter or to do anything whereby the rights and interest of the Vendors may be injured, prejudiced and endangered in any manner or likely so to be. It is clearly understood and agreed that the responsibility for formation and registration of the said Society shall be of the Purchaser(s) and other The Purchasers and not of the Promoters, notwithstanding anything done by the Promoters in that behalf. Failure to comply with the provisions of this clause will render this Agreement to come to an end and the money paid by the Purchaser(s) shall stand forfeited to the Promoters.

49. The Promoters may at their sole discretion submit the building Raj Torres to the provisions of the Maharashtra Apartment Ownership Act, 1970 and in such an event shall execute a declaration under section 2 of the said Act. The Promoters shall in such case execute Deed of Apartment with all the Purchaser(s) of Flat / Shop / Commercial / Office in the building.

50. The Purchaser(s) shall regularly pay every month on account of the outgoings and expenses inclusive of those mentioned in the Eighth Schedule hereto. The aforesaid payments are not final and exact and same shall be

adjusted towards the final and exact amount to be decided by the Society to be formed by the Purchaser(s) of tenements in the said premises.

51. The Purchaser(s) hereby agree(s) to contribute and/or pay his/her/their proportionate share towards the costs, expenses and outgoings in respect of the matters specified in the Eighth Schedule hereunder written as and when the same is demanded by the Promoters, till the formation of the society when the land and building are transferred to it.

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52. The Purchaser(s) shall not let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of or part with possession of his Flat / Shop / Commercial / Office or part thereof not assign, let or part with his/her/their interest under or the benefit of this Agreement or any part thereof till all his/her/their dues of whatsoever nature owing to the Promoters are paid and only if the Purchaser(s) has/have not been guilty of breach or non-compliance with any of the terms and conditions of this Agreement and until they obtain previous consent in writing of the Promoters.

53. Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser(s) shall not be construed as a waiver on the part of the Promoters of any breach of non-compliance of any of the terms and conditions of this Agreement by the Purchaser(s) and the Promoters shall be entitled to enforce the performance of this Agreement.

54. If the Purchaser(s) neglect(s), omit(s) or fail(s) for any reason whatsoever to pay to Promoters any of the amount due and payable by

the Purchaser(s) under the terms and conditions of this Agreement within the time herein specified or if the Purchaser(s) shall in any other way fail to perform or observe any of the covenants and stipulations on its part herein contained or referred to them, the Promoters shall be entitled to re-enter upon and resume possession of the said premises and of everything whatsoever therein and this Agreement shall cease and stand terminated and the earnest money and all other amount already paid by the Purchaser(s) shall have no claim for refund or payment of the said earnest money and/or the other amount already paid by the Purchaser(s) or any party thereof and the Purchaser(s) hereby agree(s) to forfeit all his/her/their right, title and interest in the said premises and all amounts already paid and in such event the Purchaser(s) and/or his/her/their nominee or nominees shall also be liable to immediate ejectments as trespassers and the right given by this clause to the Promoters shall be without prejudice to any other right, remedies and claims whatsoever at law or under this Agreement of the Promoters against the Purchaser(s) PROVIDED THAT if the Agreement is terminated by the Promoters shall also be entitled to sell and dispose off the said premises to any third party at the risk of the Purchaser(s) and to appropriate and forfeit the Purchase price and/or the amount paid by the Purchaser(s) to the Promoters.

55. The Building/s shall always be known as “RAJ TORRES” and the name of the Condominium / Co-operative Society or Limited Company / Association to be formed shall always bear the same i.e. 'RAJ TORRES', and this shall not be changed without the written permission of the Promoters.

56. After the construction of all the buildings is completed and all the tenements in the said building are sold and disposed off and after the Promoters have received in full the dues payable to them under the terms of this Agreement and the Agreement with various Purchaser(s) the Promoters shall execute Conveyance as per law of the said property which shall be the resultant of the said property less the area of any set back or reservations surrendered by the Promoters, together with the said building in favour of the Association of Purchasers either Society or any other body.

57. All letters, receipts, and/or notices issued by the Promoters and dispatched under certificate of posting to the address of the

Purchaser(s) shall be sufficient proof of receipt of the same by the Purchaser(s) and shall fully and effectually discharge the Promoters.

58. The Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 or the Maharashtra Apartment Ownership Act (Mah Act. XV of 1971) Apartment Ownership Act, 1970, Maharashtra Ownership Flat Act, 1963 and the Maharashtra Ownership Flat Rules, 1964 or, the Companies Act, 1956 and Real Estate (Regulation & Development) Act, 2016 whichever may be adopted by the Promoters and the rules made thereunder or any amendments or re-enactment thereof for the time being in force or any other provisions of law applicable thereto. The Purchaser(s) shall himself/herself/themselves take the steps at his/her/their own cost for getting this Agreement registered with the Sub-Registrar of Assurances, Thane and the Promoters shall attend the office of the Sub-Registrar of Assurances, Thane for admitting execution upon receipt of the information in writing from the Purchaser(s). The Purchaser(s) will bear and pay the costs of registration charges, stamp duty etc. The Purchaser(s) shall lodge this Agreement for registration within one month from the date hereof. Till this Agreement is not registered, the Promoters shall not be bound to hand over possession of the said premises to the Purchaser(s).

59. In the event the Promoters submit the said Property to the provisions of the Maharashtra Apartment Ownership Act, 1970, the Purchaser(s) shall whenever called upon by the Promoters execute the Deed of Apartment duly prepared and executed by the Promoters herein and attend the office of the Sub-Registrar of Assurances to register the said Deed of Apartment.

60. The Deposits and moneys paid by the Purchaser(s) to the Promoters as provided hereinafter deducting the costs, charges and expenses shall be transferred by the Promoters only to the Co-operative Society or any other body as the case may be as hereinabove mentioned and such deposits shall bear no interest from the day they are paid till the day they are transferred as hereinabove mentioned.

61. It is hereby agreed that the Promoters will be entitled to sell the Flat / Shop / Commercial / Office, in the said building for the purpose of using the same as Banks, Dispensaries, Nursing Homes and/or Maternity Home, Coaching Classes and for other business purpose and the Purchaser(s) shall not object to the user of the said premises for the aforesaid purpose by the Purchaser(s) thereof.

62. The Purchaser(s) agree(s) and undertake(s) to pay to the Promoters all outgoings, maintenance charges and taxes allocable to the said Flat / Shop / Commercial / Office proportionately and on that account shall pay to the Promoters every month provisional sum of Rs._____/- for the premises on account of and towards the aforesaid outgoings along with maintenance charges and taxes of the building from the date of receipt of the notice to take possession being offered to the Purchaser(s) until the property is transferred to a Co-operative Society Limited. The Promoters shall be entitled to claim enhanced amount towards monthly payment of outgoings, maintenance charges and taxes, if the total outgoings payable exceed the amounts payable by the Purchaser(s) as provided herein.

ii. 63. In the event of any portion of the said property being required by the Reliance Energy Limited or such other power supply company for putting up an electric sub-station, the Promoters shall be entitled to give such portion to the said Reliance Energy Limited or any other body for such purpose on terms and conditions as the Promoters may think fit.

64. In the event of any portion of the land being notified for set back prior to the transfer of the property to the Condominium/Co-operative Housing Society or any other body the Promoters alone shall be entitled to receive the amount of compensation or FSI for setback land.

65. The Promoters shall hand over possession of the said property to the condominium/Co-operative Society or any other body viz. company etc. to be formed by all the Purchaser(s), upon all the tenements having been sold and the Promoters having received full purchase price from all the Purchaser(s) in all the buildings to be constructed over the said Property.

66. It is expressly agreed by the Purchaser(s) that any amount payable on account of service tax, VAT, LBT, GST or such other applicable taxes including any increase thereof pursuant to any statutory amendments or otherwise, shall be borne and paid by the Purchaser(s) alone over and above the consideration and the other sums payable under this Agreement. Any increase in TMC Tax namely taxes imposed by the Assessment and Collection Department of TMC etc. shall be borne and paid by the Purchaser(s) alone.

67. The Purchaser/s are aware that as per present statute, Service Tax/VAT/GST/LBT are leviable/applicable on the Sale Consideration herein and consequently the amount of each installment payable by the Purchaser/s to the Promoters in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser hereby undertakes(s) to pay the amount of the Service Tax/VAT/GST/LBT along with each installemtn from the effective date and further shall not dispute or object to payment of such statutory dues. In case of delay in payment of Service Tax/VAT/GST/LBT by the Purchaser to the Promoters, the Purchaser/s shall be liable to pay interest tt the rate of 18% on all delayed payments of the aforesaid taxes from the due date till the date of payment thereof or the rate levied by the authorities, whichever is higher. The Promoters shall not be bound to accept the payment of any installment unless the same is paid along with the amount of Service Tax/VAT/GST/LBT along with the interest applicable thereon and the Purchaser shall be deemed to have committed default in payment of amount due to the Promoters hereunder if such payment is not accompanied with the applicable Service Tax/VAT/GST/LBT.

68. The Purchaser(s) do hereby agree/s and confirm/s with the Promoters that in addition to the amounts payable under this Agreement, the Purchaser(s) will also pay the amounts towards Service Tax, interest and penalty as well as Sales Tax Service and penalty as determined by the Promoters by Cheque/ Pay Order drawn in favour of Escrow Agents and hand over to the Promoters for deposit of the same with the Escrow Agents before taking possession. The aforesaid

condition will form part and parcel of fundamental terms of this agreement.

69. The Purchaser(s) hereby further agree/s and confirm/s with the Promoters if there is any additional liability over and above the amount/s deposited and/or to be deposited by the Purchaser(s) with the Escrow Agents in pursuance of this agreement and interest earned thereon (if any), then all such liabilities will be borne, paid and discharged by the Purchaser(s) upon being called upon to do so by the Promoters without any delay or default. The Purchaser(s) further agree(s) and confirm(s) that the aforesaid obligation to pay any further or other amounts towards the Sales Tax and the Service Tax, interest, and penalty will be a charge on the right, title interest, claim and demand by the Purchaser(s) in respect of the said premises agreed to be purchased by the Purchaser(s).

70. It is specifically agreed that Stamp Duty and Registration charges in respect of this Agreement shall be borne and paid by the Purchaser(s) alone.

71. The Building proposed to be constructed on the said property is expected to be completed and possession of the said Flat / Shop / Commercial / Office is expected to be delivered by _____ 20___("Possession Date").Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-

(a) Non-availability of Cement, Steel and other building materials, electrical and/or other power connection, elevator, drainage and water connection.

(b) Any Civil Commotion or any Act of God or any other natural calamities or Act of State or Force Majeure or any act of enemy, war or law or ordinance restraining sale of development of land or building material.

(c) Labour strike or any litigation.

(d) Any stay order/injunction order issued by any Court of Law, competent authority, TMC, statutory authority;

(e) Any other circumstances that may be deemed reasonable by the authority.

(ii) If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Flat Purchaser/s on the Possession Date, then the Purchaser shall be entitled to either of the following:-

(a) call upon the Promoter by giving a written notice by Courier/Email/Registered Post A.D. at the address provided by the Promoter ("Interest Notice") to pay Interest Rate at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay from the Possession Date (:the Interest Rate") on the Sale Consideration paid by the Purchaser. The interest shall be paid by the Promoter to the Purchaser till the date of offering to hand over of the possession of the said Premises by the Promoter to the Purchaser.

(b) The Flat Purchaser/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier/Email/Registered Post AD at the address provided by the Promoter **("Flat Purchaser/s Termination Notice")**. On the receipt of the Purchaser Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within period of 30 days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Purchaser the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("Interest Rate") to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter, the Flat Purchaser/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or Car Parking Space and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper. .

72. The Purchaser(s) shall take possession of the said Flat / Shop / Commercial / Office within seven day of the Promoters giving

written notice, intimating to the Purchaser(s) that the said premises is ready for occupation by making all the payments payable at the time of possession as provided herein.

73. Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

74. This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws India as applicable in Mumbai City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

IN WITNESS WHEREOF THE PROMOTERS THROUGH THEIR AUTHORIZED REPRESENTATIVES AND THE PURCHASER(S) HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE SIGNATURE ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Said Larger Property)

Firstly: - All that piece or parcel of land bearing Gat No. 48, Hissa No. 3, Gat No. 49, Hissa No. 1B, Gat No. 50, Hissa No. 2 admeasuring in aggregate 21995.39 Sq. Meter situated, lying being at Village Chitalsar Manpada, in the Registration District and Sub-District of Thane **(PART A)**

Secondly: - All that piece or parcel of land bearing Gat No. 49, Hissa No. 2 admeasuring in aggregate 2120 Sq. Meter situated, lying being at Village Chitalsar Manpada, in the Registration District and Sub-District of Thane **(PART B)**

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Project Property)

Portion of the said property after surrender for development permission and conversion, as per the following table, along with the land described secondly in first schedule:

SR. NO.	SURVEY NO./ GAT NO.	AREA (SQ. METERS)
1	48/1/1	3,800
2	48/1/3	11,416
3	48/1/8	460
4	49/1 **B**	1,721
5	49/2	2,120
6	50/2/2	1,050

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Rental Housing Component)

All those pieces or parcels of Land or ground bearing Gat No.48, Hissa No.1/3 (Part), and Gat No.49, Hissa No.2 (Part) admeasuring about 4718.75 Sq. Meters or lesser as per actual measurement and approval by the appropriate authority, situated, lying and being at village Chitalsar Manpada, Taluka Thane, District Thane;

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Sale Component)

All those pieces or parcels of Land or ground bearing Gat No.48, Hissa No.1/3 (Part), Gat No.49, Hissa No.1B, Gat No.50, Hissa No.2/2, Gat No.49, Hissa No.2 (Part), admeasuring about **14156.24** Sq. Meters or lesser as per actual measurement and approval by the appropriate authority, situated, lying and being at village Chitalsar Manpada, Taluka Thane, District Thane.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Said Premises)

Flat / Shop / Commercial / Office Unit bearing No _____ on the ____ Floor of the ___ Wing A/Wing B/Wing C/Wing D/Wing E admeasuring about _____ Sq. Meters (equivalent to approx. _____ Sq. Ft.) Carpet area, being Phase II, in the building "**RAJ TORRES**" which is being constructed on the property more particularly described in the Second Schedule hereinabove.

THE SIXTH SCHEDULE HEREINABOVE REFERRED TO:

(Common Area and Facilities)

1. Common Passages.
2. Staircase and Lift well.
3. Top Terraces.
4. Septic Tanks.
5. Overhead and suction water storage tanks.
6. Electric Meter Room.
7. Pump Room.
8. Entrance Lobby on Ground Floor.

LIMITED AREAS

1. Parking Space under Stilt.
2. Area of the property other than plinth area and appurtenant land to the Building.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(List of specifications, fixtures, fittings and amenities)

1. Building shall be of R.C.C Structure.
2. Lift in each wing.
3. Anti Skid Vitrified Flooring in bathroom
4. Intercom and Video Door phone.
5. Granite Kitchen Platform with S. S. Sink
6. Glazed Tiles in all the bathrooms
7. Premium sanitary fittings in all the bathrooms
8. Vitrified flooring in kitchen
9. Vitrified Tiles in hall & Dining Room.
10. Premium wiring and electric fittings
11. Premium plumbing and associated fittings
12. Drying areas
13. French sliding window
14. Water purifier
15. Geyser Exhaust fans and light fittings
16. Piped gas connection subject to availability from the concerned authority

P.S.: Builder/Developer reserves the right to amend or alter the above specifications for equivalent/alternate option if circumstances so require.

THE EIGTH SCHEDULE HEREINABOVE REFERRED TO:

(Expenses and Charges)

1. The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the terrace, gutters and rain water pipes, of the building, water pipes, lift and electric wire in, under or upon the building and enjoyed or used by the flat/premises holder/s in common with the other occupiers of flats and the main entrance, passages, landings, lifts and staircases of the Building as enjoyed by the flat holder/s used by him/her/them in common as aforesaid in boundary walls of the buildings, compound, terrace etc.
2. The cost of cleaning and lighting the passages, water pump, landings, staircases, lift common lifts and other part of the building used by the flat holder/s in common as aforesaid.
3. The cost of the salaries of clerks, bill collector, liftman, chowkidars, pumpman, sweeper etc. The cost of working and maintenance of common lights, water pump, lift and other service charges.
4. Deposits for building water meter, electric meter sewer line etc.
5. Municipal and other taxes such as Water Charges Bills, Electricity charges, Levy and Revenue N.A. taxes etc.
6. Insurance of the Building.
7. Betterment Charges levied by the authorities.
8. Such other expenses as are necessary or incidental for the maintenance and the upkeep of building.

SIGNED SEALED AND DELIVERED)
By the within-named "**PROMOTERS**")
RAJESH ESTATES AND NIRMAN PRIVATE LIMITED)
in the presence of...)
1.
2.

SIGNED SEALED AND DELIVERED)
By the within-named "**PURCHASER(S)**")
_____)
_____)
_____)
In the presence of...)
1.
2.

RECEIVED on the day and year first)
hereinabove written of and from the)
within-named the Purchaser(s) the sum of)
Rs...../- (Rupees .....)
..... only)
being the amount as mentioned within to be by him/her)
paid to us) Rs...../-

We Say Received
For RAJESH ESTATES AND NIRMAN PRIVATE LIMITED

Witnesses: AUTHORISED SIGNATORY / DIRECTOR