AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT FOR SALE made and entered into at **MUMBAI** this _____ day of _____ in the Christian Year Two Thousand _____ (20___)

BETWEEN

M/S. RAJ UNIVERSAL, a Partnership firm, duly registered under Receipt No. M000028517 dated 24th September, 2015 as per the provisions of Indian Partnership Act, 1932, and having its office at **Rudraksha, B/101, Building No.10, Suhashini Pawashkar Road, Vaishali Nagar, Dahisar (East), Mumbai – 400 068,** hereinafter referred to as **"THE DEVELOPERS/PROMOTERS"** (which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include the Partner or Partners for the time being of the said firm, their heirs, executors, administrators and of the last survivor or surviving partner/s) of the **ONE PART;**

AND

MR./MRS./M/s._____

residing at_____ _____

_____, hereinafter called "**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 respective heirs, executors and administrators, successors and permitted assigns) of the **OTHER PART:**

WHEREAS:

A. At all material times Late Mr. Louis Francis Misquitta (hereinafter referred to as "**the Original Owner"**) was seized and possessed of or otherwise well and sufficiently entitled to various immovable properties including all those pieces or parcels of lands lying, being and situate at Village Dahisar, Taluka Borivli, within the registration District of Mumbai Suburban (Formerly within the registration District of Mumbai and Mumbai Suburban District) and more particularly described in the First Schedule hereto;

B. The said Mr. Louis Francis Misquitta the husband of Mrs. Marceline Louis Misquitta was cultivating Immovable Properties at Dahisar personally as on Tillers day and as such was declared the deemed purchaser in respect of the aforesaid Property(ies), by a Certificate of Sale dated 18.12.1971 issued by the Tahsildar, Borivali, under Section 32(M) of the Bombay Tenancy & Agricultural Lands Act, 1948.

C. On or about 14th May, 1971 the aforesaid Mr. Louis Francis Misquitta expired leaving behind him his widow Mrs. Marceline Louis Misquitta (hereinafter called **"the said Owner"**) as his only heir and legal representative in accordance with the Law of Succession, under which he was governed at the time of his death.

D. By and under an Agreement dated 10th March, 1972, the said Owner Mrs. Marceline Louis Misquitta agreed to sell the aforesaid Property(ies) at Dahisar bearing various survey numbers including the said Property to one Vijay Krishnaji Sawant, Promoter of Vaishali Nagar Co-operative Housing Society (the then proposed "said Society") for the consideration and on the terms and conditions therein contained.

E. By an Agreement dated 30th July, 1981 made between the said Owner Mrs. Marceline Louis Misquita, therein referred to as the Owner of the One Part,

Draft

Vaibhav Development Corporation, therein referred to as the Vendors of the Other Part, and registered with the office of the Sub-Registrar of Assurances at Bandra under Serial No.1615 of 1981, the said Owner agreed to grant Development rights in favour of the Vendors therein including transfer of all her right, title and interest in respect of the aforesaid Property.

F. The said Owner also executed a Power of Attorney dated 6th January, 1981 in favour of Mr.Vijay Krishnaji Sawant, the partner of the said Vaibhav Development Corporation (hereinafter referred to as "**the Vaibhav DC**") and the same has been executed before the Sub-Registrar of Assurances at Bombay and is registered under Serial No.290 of 1981. The said Owner also executed another Power of Attorney dated 13th October, 1980 in favour of Vijay Krishnaji Sawant, the partner of the Vaibhav DC and the said two Powers of Attorneys have been granted for the consideration coupled with the interest and as such are valid, subsisting in full force and binding on the said Owner and/or her estate;

G. In or around 1983, the Original Owner Mr. Louis Francis Misquitta, the Husband of Mrs. Marceline Misquitta was declared deemed purchaser, in respect of the said Property, by a Certificate of Sale dated 12.02.1983 issued by the Tahsildar Under Section 32(M) of the Bombay Tenancy and Agricultural Lands Act, 1948.

H. Being aggrieved by the aforesaid Order, Anwar Alimohammed Haji Kassam & Others, the original holders filed a Suit in the Bombay City Civil Court, at Bombay being S. C. Suit No.6042 of 1983 against the said Owner and Others, including the Vaibhav DC.

I. By and under an Agreement dated 3rd February, 1987 executed by and between the said Owner i.e. Mrs. Marceline Louis Misquitta therein referred to as the Owner of the First Part, M/s. Shaikh Constructions, therein called as the Vendors of the Second Part, and Mr. Vijay Krishna Sawant, the Sole Proprietor of Vaibhav Builders and partnership firm namely, Vaibhav DC, therein collectively referred to as the Confirming Party No.1 and 2 respectively of the Third Part; and Mr.Anwar Alimohammed Haji Kassam & Ors., therein referred to as the Confirming Party No.3 of the Fourth Part, pursuant to which the aforesaid M/s. Shaikh Constructions and Anwar Alimohammed Haji Kassam & Ors. accepted and admitted the title of

Draft

the said Owner to the said Properties described in the Second Schedule hereunder written.

J. A Decree dated 3rd February, 1987 came to be passed in the said Suit in terms of the Consent Terms dated 3rd February, 1987 signed and submitted by the parties through their Advocates. Pursuant to the said Decree the parties to the said Suit have confirmed the said Agreement dated 3rd February, 1987.

K. Pursuant to the said Agreement dated 3rd February, 1987 certain areas have been allocated to Mr.Vijay Krishnaji Sawant, Sole Proprietor of Vaibhav Builders and the Vaibhav DC, and certain areas have been allocated to M/s. Shaikh Constructions which include the land available for development and which has been described in the Third Schedules hereunder written, pursuant to which Vaibhav DC and Vijay Krishnaji Sawant, Sole Proprietor of Vaibhav Builders, became entitled to 65% of the area and the said M/s. Shaikh Constructions became entitled to 35% of the area.

L. The Government, GAD, by an Order dated 11.08.1979 exempted under Section 20 of Urban Land (Ceiling and Regulation) Act, the said Properties in aggregate, admeasuring 51344 sq.mtrs. or thereabout. Thereafter, the Under Secretary, General Administration to the Government of Maharashtra by an Order dated 11.08.1979 exempted the properties referred to therein which includes the properties have been described in the Second Schedule hereto subject to the terms and conditions thereof.

M. The said Vijay Krishnaji Sawant and Others and the said M/s. Shaikh Constructions have been put into possession of the said Property in part performance and they have made the payment of the full consideration amount to the said Marceline Louis Misquitta.

N. Pursuant to the Understanding arrived at by and between the said Mr.Vijay Krishnaji Sawant, Sole Proprietor of Vaibhav Builders, Vaibhav DC and the said M/s. Shaikh Constructions, a layout plan was sanctioned for the said Properties referred to in the Third Schedule hereto for construction of eight buildings consisting various wings.

O. By an Agreement made in dated March, 1988 being Supplemental to hereinbefore recited Agreement dated 3rd February, 1987, M/s. Shaikh Constructions, out of its area of 35% released and relinquished their right in favour of the said Mr.Vijay

Draft

Krishnaji Sawant, Sole Proprietor of Vaibhav Builders and Vaibhav DC, for an area and the **FSI 29931.72 sq.ft.** consumable in the building No. 4 for the consideration therein set out.

P. In the premises, subject to whatever set out in recital O hereinabove; the said Vaibhav DC and Mr.Vijay Krishnaji Sawant, Sole Proprietor of Vaibhav Builders became entitled to develop 65% of the properties forming part of the said Layout and to use and consume the FSI of D.P. Road, internal Roads and the said M/s. Shaikh Constructions became entitled to the remaining 35% area.

Q. The said 65% of the property forming part of the Property described in the Third Schedule hereunder written which came to Vaibhav DC and Mr. Vijay Krishnaji Sawant, Sole Proprietor of Vaibhav Builders is described Firstly in the Fourth Schedule hereunder written and said 35% which came to the said M/s. Shaikh Constructions is described Secondly in the Fourth Schedule hereunder written.

R. In respect of the layout plan under No.CE/1101/LOR sanctioned by the Brihan Mumbai Mahanagar Palika in 1988 in respect of the said Properties described in the Third & Fourth Schedules hereunder written in the name of the Vaishali Nagar Co-Operative Housing Society Limited (**"Society"**).

S. The said Vaibhav Development Corporation and Mr.Vijay Krishnaji Sawant, Sole Proprietor of Vaibhav Builders have constructed 8 buildings on the said property and have sold the flats / premises to the various buyers and the various buyers of the premises of their respective buildings have got separate Society formed and registered, and the particulars about the said Societies, Buildings, number of tenements and the FSI consumed in the respective buildings are set out in **Annexure "A**" hereto.

T. The said Layout plans have been amended from time to time and amended plans have been sanctioned under No.CE/1101/LOR. A copy of the plan has been annexed hereto as **Annexure "B"** and on the said Plan, the area of the said M/s.Shaikh Constructions and the area of the said Vaibhav Development Corporation and Mr.Vijay Krishnaji Sawant, Sole Proprietor of Vaibhav Builders i.e. Vijay Krishnaji Sawant have been shown and demarcated and mentioned therein and the Buildings constructed by the said Vaibhav DC and Vijay K. Sawant Sole Proprietor of Vaibhav Builders have been marked for identification as Building

Draft

Nos.1 to 4, 7, 8 & 10, Building No.9 is not constructed on the site and the Buildings constructed by the said M/s.Shaikh Constructions have been marked as Building No.6 and that the Building No.5 is incomplete.

U. The said Marceline Louise Misquita, died intestate at Mumbai on or about 15th July, 1988 leaving behind her Last Will and Testament dated 16th April, 1988 and Mr.Abbot Anthony Quinny, the Sole Executor named in the said Will as the beneficiary in respect of the said Properties described in the Schedules herein and the Annexure "A" mentioned thereto and the High Court of Judicature at Bombay in its Testament and Intestate Jurisdiction, vide Petition No.150 of 2003, granted Probate to Mr.Abbot Anthony Quinny of the said Last Will, and in the Schedule of the Properties annexed to the said grant, the sale of the Properties including the property described in the Schedules hereunder written to Mr.Vijay Krishna Sawant has been declared, confirmed and shown.

V. The said Mr.Abbot Anthony Quinny has declared and confirmed that under the said Will dated 16th April, 1988 and Probate dated 25th November, 2003, he is bound to administer the estate of the said deceased in accordance with the provisions of the last Will and Testament.

W. Pursuant to the hereinbefore recited registered Agreement dated 30th July, 1981 the said Vaibhav DC and Mr.Vijay Krishnaji Sawant, Sole Proprietor of Vaibhav Builders and M/s. Shaikh Constructions became entitled to the said Properties in accordance with the provisions of the Decree dated 3rd February, 1987 read with the Agreement dated 3rd February, 1987 and Supplemental Agreement of March, 1988.

X. By and under a Development Agreement dated 02.11.2010 registered with the Office of the Sub-Registrar of Assurances of Bandra under Serial No.BDR-110/10101 of 2010 on 02.11.2010 and made and executed between the said (1) M/s.Vaibhav Development Corporation, therein referred to as the First Vendors of the First Part, the said (2) Mr.Vijay K. Sawant, Sole Proprietor of Vaibhav Vendors therein referred to as the Second Vendors of the Second Part, Vaishali Nagar Co-Operative Housing Society Limited, therein referred to as the Confirming Party of the Third Part and the M/s.Arkade Associates ("**Arcade**") therein referred to as the Sub Vendors of the Fourth Part, the said First and Second Vendors therein, with the confirmation of the Confirming Party therein, have granted the Development Rights

Draft

to consume the balance TDR FSI available in respect of the Properties described in the in the FOURTH SCHEDULE hereunder written

Y. By an Agreement dated 18th February, 2014 duly registered with the Sub-Registrar of Assurances, BRL-7 under serial No. 1309 of 2014, M/s. Shaikh Constructions therein called the Owners of the One Part, Mr. Khurshid Nooruddin Shaikh & 7 others, therein called the Confirming Party and the said M/s.Arkade Associates, therein also called the Purchasers of the Third Part, subject to the rights of the unit buyers of the said Building No.6 (the Unit Purchasers of the said Building No.6 have formed a Society in the name Hill View Co-operative Housing Society Ltd.) and the Building No.5 (commencement of which has been started by the said M/s. Shaikh Constructions is incomplete), agreed to sell all their right, title and interest in respect of the property described Secondly in the Fourth Schedule hereunder written for the consideration and on the terms and conditions therein set out and full consideration has been paid by the Arcade to the said M/s. Shaikh Constructions.

Z. The said M/s. Shaikh Constructions as the Owners and the said Confirming Party under the hereinbefore recited Agreement , also granted a Power of Attorney in favour of the Partners of the Arcade herein empowering them to do various acts, deeds, matters and things and which Power of Attorney has been registered with the Sub-Registrar of Assurances at BRL-7 under serial No.1310 of 2014;

AA. The said Property is shown on the Plan annexed hereto as Annexure "C" and thereon shown surrounded by Red colour boundary lines (hereinafter referred to as the "**said Larger Property / Layout**"), including the proportionate FSI of D.P. Road, Internal Road or otherwise right to consume the TDR FSI treating the said Layout Property as Recipient Plot (excluding the rights of Shaikh Constructions) and to construct one or more buildings with one or more wings on the portion of the said larger property described in the Fourth Schedule hereunder written to the Arcade herein, for the consideration and upon the terms and conditions mentioned in the said Development Agreement.

BB. The said Vaibhav Builders others also executed and delivered the following Power of Attorneys in favour of the Arcade :-

(i) Power of Attorney dated 2nd November, 2010 granted by [1] Mr. Vijay Krishnaji Sawant, [2] Mr. Vaibhav Vijay Sawant, [3] Mrs. Sheela Vijay

Draft

Sawant, [4] Mrs. Nirmala Ramchandra Naik, and [5] Mr. Anand Ramchandra Naik, partners of M/s Vaibhav Development Corporation and registered with the Sub-Registrar of Assurances at BDR-11 under serial No. 10102 of 2010;

(ii) Power of Attorney dated 2nd November, 2010 granted by Mr. Vijay Krishnaji Sawant and registered with the Sub-Registrar of Assurances at BDR-11under serial No. 10103 of 2010;

(iii) Power of Attorney dated 2nd November, 2010 granted by Marcalone Louise Misquitta by the hand of Mr.Vijay Krishnaji Sawant and registered with the Sub-Registrar of Assurances at BDR-11 under serial No. 10104 of 2010

(iv) A Substituted Power of Attorney dated 2nd November, 2010granted by Vaishali Nagar CHS Ltd. and registered with the Sub-Registrar of Assurances at BDR-11under serial No. 10105 of 2010

CC. Pursuant to the said Agreement dated 2/11/2010 out of the total consideration amount of Rs.15,25,00,000/- (Rupees Fifteen crores twenty five lakhs only) is paid by the Arcade herein to the said Vaibhav Development Corporation and Vijay Krishnaji Sawant from time to time.

DD. The said Agreements provide that the Arcade shall take further steps to amend the layout and by availing or utilizing and/ or consuming the internal FSI as may be available as well as outside TDR FSI and the FSI available by handing over the required Public Housing Flats to the Municipal Corporation of Greater Mumbai or its nominees, and to construct the buildings and/or sell the premises on ownership basis to the prospective Purchasers.

EE. Pursuant to the said Agreement further a letter of possession dated 2nd November, 2010 the said Vaibhav Development Corporation, Vijay Krishnaji Sawant and the said Society have put the Arcade in possession of the said Property described Firstly in the Fourth Schedule hereunder written and M/s. Shaikh Constructions have also put the Arcade herein possession of the said property described Secondly in the Fourth Schedule hereunder written.

Draft

FF. The status of 8 existing Societies formed of the 8 buildings which are already constructed on the said Property is as follows :-

Sr.No.	Name of the Society	No. of Flats and Shops	whether O.C. granted or not
1.	Om Geetanjali Co-operative Housing Society Ltd.	B1 – 52 flats and 8 Shops	Granted
2.	Suryadays Co-operative Housing Society Ltd.	B2 -– 52 flats and 8 Shops	Granted
3.	Poojadham Co-operative Housing Society Ltd.	B3 -– 52 flats and 8 Shops	Not Granted
4.	Shree Vinayak Co-operative Housing Society Ltd.	C2 – 84 flats.	Granted
5.	Sai Sugandh Co-operative Housing Society Ltd.	C3 – 140 flats.	Granted
6.	Om Shivdham Co-operative Housing Society Ltd.	62 Flats and 9 shops.	Granted
7.	Shree Saidham Co-operative Housing Society Ltd.	112 flats	Granted
8.	Hill View Co-operative Housing Society Ltd.	70 Flats and 8 Shops.	Not Granted

Draft

GG. The Arcade has got the Layout plan amended and sanctioned from the MCGM and submitted amended Plans to the MCGM for construction of the Buildings on the portion of the said Larger Property described in the Third & Fourth Schedules hereunder and which portion being Plinth area has been described in the Fifth Schedule hereunder for construction of building No.11 consisting of 2 wings "A" and "B" each having stilt plus 22nd upper floor consuming an FSI of 10,087.49 sq.mtrs. Built up sanctioned area by MCGM equivalent to 92246.00 sq.ft. carpet area, and the MCGM has also granted Commencement Certificate dated 03.10.2018 bearing Ref. No.CHE/7155/BP(WS)/AR for Building No.11 comprising of Wing A Stilt + 1st to 13th Floor and Wing B comprising of Stilt + 1st to 14th residential floors.

HH. As per the approved Plans and the Plinth of the building No. 11 have been shown in **RED** colour on the Layout Plan annexed hereto as **Annexure "D".** The portion of the land on which the said Building No.11 is to be constructed by the Purchasers i.e. the Plinth area, is described in the Fifth Schedule hereunder written and is referred to as the **"said Property"** and the said Buildings and the said Property (plinth area) together is referred to as the **"said Entire Property"**;

II. The Plinth area on which the Building No. 11 is proposed to be constructed on the said Property is more particularly described in the **Fifth Schedule** hereunder written.

JJ. By and under an Agreement for Sale dated 08.05.2019 ("**the said Agreement**") made between the M/s. Arcade Associates therein referred to as the Vendors of the One Part, the Promoters herein, therein referred to as the Purchasers of the Other Part, and registered with the office of the Sub-Registrar of Assurances at Borivali- 5 under serial No. 6426 of 2019, the Arcade has agreed to sell, transfer, assign and convey unto the Promoters herein the portion of the Property described in the Fifth Schedule hereunder written, at or for the consideration and upon the terms and conditions therein contained. In view of the aforesaid, the Developers/Promoters have become entitled to sell the premises earmarked in the aforesaid Agreement and realize the sale proceeds thereof on its own accord, and the Apartment/Flat herein forming a part of these presents has come to the share on the Promoter herein.

Draft

KK. The Promoters have accordingly proposed to construct on the said Building No.11/Property 1 number of multistoried buildings of having _____ number of stilt and 22nd upper floors and A & B 5 wings.

LL. The Developers/Promoters have appointed Mr. H.A. Mehta, registered with the Counsel of Architects as Architect. The Developers/Promoters have also appointed Mr. C.B. Patel (Regn. No. STR/P/90) as R.C.C. Consultant for the preparation of structural designs and drawings and the Developers/Promoters have accepted and approved the supervision of the said Architect and Structural Engineer till the completion of the said Building No.11 unless otherwise agreed upon by the said Architect and/or the Structural Engineer for Sale building;

MM. M/s. Pravin Mehta and Mithi Co., Advocates & Solicitors, has issued a Title Certificate dated _____ have inter alia certified the title of the said Property as marketable. The copy of the said Title Report and the copies of the plans, specifications, Property Records and other documents showing the nature of the title of the said property are hereto annexed hereto and marked as **Annexures "____ _____ ____ ___ & _____"** respectively.

NN. On demand from the Allottee, the Developer has given inspection to the Allottee of all the documents of title relating to the said Property and the plans, designs and specifications prepared by the Developer's Architects Mr. H.A. Mehta, and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "**the said Act**") and the Rules and Regulations made thereunder.

OO. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure"___"**. The authenticated copies of the plans of the Layout as proposed by the Developer and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure "____"**. The Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupancy Certificate of the said Building.

Draft

PP. The concerned local authority and/or Government has while sanctioning the said plans laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while development the said Property i.e. project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

QQ. The Allottee has applied to the Developer for allotment to them Flat No.: _____ of wing ____ on _____ floor, admeasuring _____ Sq. ft. (hereinafter referred to as "**the said Flat**") Carpet Area of the proposed building known as "Rudrakhsa-Building No.11" (hereinafter referred to as "**the said Building**"), along with the Car Parking space No. _____ on the _____ (hereinafter referred to as "**the said Car Parking Space**") of the said building constructed on the said Property. The said Flat and the said Car Parking Space are collectively referred to as "**the said Premises/Apartment"**, more particularly described in the **Sixth Schedule** hereunder written and shown on the architectural plans marked with _____ colour hatched lines annexed hereto as **Annexure "____"**.

RR. The term "Carpet Area" as defined under the said Act shall mean the net usable floor area of an Apartment, excluding the area covered by the external wall, area under the service shafts, exclusive balcony or verandh area and exclusive open Terrace area, but includes the area covered by the internal partition walls of the apartment.

SS. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

TT. The Developer has registered the Project under the provisions of the said Act i.e. Real Estate (Regulation & Redevelopment) Act, 2016 (with the Real Estate Regulatory Authority at ____ no._____. Section 13 of the said Act requires the Developer to execute a written Agreement for Sale of said Apartment with the

Draft

Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

UU. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the said Premises at or for an agreed lumpsum aggregate consideration (Exclusive of GST, as may be applicable, which will be paid by Allottee) of Rs._____/- (Rupees _____ _____ only) (hereinafter referred to as "**the Sale Consideration"**), subject to the applicable Tax Deduction at Source (TDS) as per the prevailing laws/rules under the Income Tax Act, 1961 and the applicable additional Goods and Services Tax (GST) and the Allottee has agreed to pay to the Developer the Sale Consideration in the manner hereinafter appearing;

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

1. <u>PRELIMINARY INTRODUCTION:</u>

The recitals, schedules and annexures in and to this Agreement for Sale ("**Agreement**") form an integral part of this Agreement, and in the interpretation of this Agreement and in all matters relating to the transaction herein, this Agreement shall be read and construed in its entirety.

2. <u>PLANS:</u>

The Developer/Promoter shall complete construction of the building to be known as **"Rudrakhsa- Building No.11"** consisting of _____ and upper floors and _____ wings (hereinafter referred to as "**the Project**") on the said Property in accordance with the plans, designs, specifications approved by the MCGM and which have been inspected and approved by the Allottee with such variations, modifications and alterations as the Developer/Promoter may have considered subject to the certain changes required to be made for reasons beyond the control of the Developer/Promoter or which the Architect/ Engineer may have considered

Draft

necessary or expedient and/or as shall be required by the concerned local authorities or the Government to be made in them or any of them, from time to time. Provided that the Developer/Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said Premises of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

3. THE PREMISES

The Allottee hereby agrees to purchase from the Developer/Promoter and the Developer/Promoter hereby agrees to sell and allot to the Allottee, Flat No.: _____ of wing ____ on _____ floor, admeasuring _____ Sq. ft. Carpet Area, as shown in the floor plan thereof hereto annexed and marked **Annexure "___"** (hereinafter referred to as "**the said Flat**") of the proposed building known as **"Rudrakhsa- Building No.11"** (hereinafter referred to as "**the said Building**"), along with the Car Parking space No. _____ on the _____ (hereinafter referred to as "**the said Car Parking Space**") of the said building constructed on the said Property. The said Flat and the said Car Parking Space are collectively referred to as "**the said Premises/Apartment"**, more particularly described in the **Sixth Schedule** hereunder written and shown on the architectural plans marked with _____ colour hatched lines annexed hereto as **Annexure "____",** for the lumpsum consideration (Exclusive of GST, as may be applicable, which will be paid by Allottee) of Rs._____/- (Rupees _____ only) (hereinafter referred to as "**the Total Sale Consideration**") (subject to Tax Deduction at Source as per the applicable prevailing laws/rules under the Income Tax Act, 1961) which includes the proportionate price of the common areas and facilities appurtenant to the said Premises/Apartment, the nature, extent and description of common areas and facilities which are more particularly described in the _____Schedule hereunder written**.**

4. PAYMENT SCHEDULE

4.1 The Allottee has paid to the Developer/Promoter the sum of Rs._____/- (Rupees _____Only) being the earnest money on or before the execution of this Agreement (the payment and the receipt whereof the Developer/Promoter doth hereby admit and acknowledge and acquits, releases and discharges the Allottee from the payment and receipt thereof and every part thereof) and agrees to

Draft

pay the balance sum of Rs._____/- (Rupees _____Only) along with the applicable taxes and levies in the following manner :-

a) Amount of **Rs. _____/-** (not exceeding 20% of the total consideration) to be paid to the Promoters after the execution of Agreement.

b) Amount of **Rs._____/-** (not exceeding 30% of the total consideration) to be paid to the Promoters on completion of the Plinth of the building or wing in which the said Apartment is located.

c) Amount of **Rs._____/-** (not exceeding 55% of the total consideration) on casting of the 12th slab of the building.

d) Amount of **Rs. _____/-** (not exceeding 60% of the total consideration) on casting of the 16th slab of the building.

e) Amount of **Rs._____/-** (not exceeding 65% of the total consideration) on casting of the 20th slab of the building.

f) Amount of **Rs._____/-** (not exceeding 70% of the total consideration) on casting of the 23rd slab of the building.

g) Amount of **Rs._____/-** (not exceeding 75% of the total consideration) to be paid to the Promoters on completion of the walls, internal plaster of the said Apartment.

h) Amount of **Rs._____/-** (not exceeding 80% of the total consideration to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

i) Amount of **Rs._____/-** (not exceeding 85% of the total consideration) to be paid to the Promoters on completion of the floorings

Draft

doors and windows, terraces with waterproofing, of the building or wing in which the said Apartment is located.

j) Amount of **Rs._____**/-(not exceeding 90% of the total consideration) to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings of the building or wing in which the said Apartment is located.

k) Amount of **Rs._____/-** (not exceeding 95% of the total consideration) to be paid to the Promoters on completion of the 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 Apartment is located.

l) Balance Amount of **Rs._____**/- against and at the time of handing over of the possession of the Apartment to the Allottee/s on or after receipt of occupancy certificate or completion certificate.

Total Sale Consideration Rs._____/-

4.2 The aforesaid payments shall be made by the Allottee within 15 (fifteen) days of Notice in writing by the Developer/Promoter to be given as herein mentioned. Time for the payment is the essence of this Agreement.

4.3 The Amount payable as per the terms of this Agreement for the items, such as plinth, casting of slabs, construction of brick walls, etc. already completed prior to the date of execution of this Agreement, shall be deemed to be due from the Allottee/s on the date of this Agreement in addition to the earnest money.

4.4 The Installments of the balance Sale Consideration payable by the Allottee to the Developers/Promoter as stated above shall be paid in the manner as sought by the Developer/Promoter and as per RERA and the prevailing laws in that regard.

Draft

4.5 In addition to the Sale Consideration, and all amounts payable under this Agreement, the Allottee shall bear and pay any other new taxes or any taxes under any nomenclature any such interest, penalty, levies and cesses and also all increases therein from time to time which shall be paid by the Allottee to the Developer/Promoter along with and in addition to each installment or as may be demanded by the Developer/Promoter. It is further clarified that the sale Consideration under these presents is exclusive of GST, taxes, levies and/or any penalty/interest or any other increase in respect of any government/semi-government/local body taxes etc., as may be applicable and will be paid by the Allottee.

4.6 The Allottee agrees to deduct TDS at applicable rate of the consideration as per the Income Tax Act, 1961 and pay the same into the requisite Government Income Tax account and further the Allottee agrees and undertakes to furnish to the Developer/Promoter a TDS Certificate in this regard within 30 days from the date of deduction of TDS. In the event the Allottee fails to deduct TDS or deposit the same in the requisite Government Income Tax account, the Allottee shall be solely liable and responsible in respect thereof, with no liability to the Developer/Promoter.

4.7 It is further agreed and understood that the Total Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer/Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer/Promoter shall enclose such notification/order/rule/regulation published/issued in that behalf to that effect along-with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

4.8 Without prejudice to the Developer's/Promoter's other rights under this Agreement and/or in law, the Allottee shall pay to the Developer/Promoter interest at the rate of _____ per annum on all amounts which are due and/or payable by the Allottee to the Developer under the terms of this Agreement from the date the said amount is

Draft

payable by the Allottee to the Developer until the date such outstanding amount is received by the Developer.

4.9 The Allottee agrees and confirms that in the event of delay/default in making payment of the GST or any such statutory tax demanded, then without prejudice to any other rights or remedies available with the Developer/Promoter under this Agreement, the Developer/Promoter shall be entitled to adjust the unpaid GST or any such tax/levies etc. along with interest/penalty payable thereon from the due date till the date of adjustment against any subsequent amounts received from the Allottee.

5. (i) The Developer/Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Land is _____ square meters only and Developer/Promoter has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developer/Promoter has disclosed the estimated Floor Space Index of 10087.49 as proposed to be utilized by him on the Project Land in the said Project and Allottee has agreed to purchase the Apartment based on the proposed construction and sale of apartments to be carried out by the Developer/Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only.

(ii) In the event of there being any increase in the potential of the land under construction by the Developer/Promoter due to any notification/circular or the MCGM/concerned authority and/or the Development Control Planning Regulations, 2034 (DCPR 2034), the increase in the potential shall solely belong to the Developer/Promoter alone and the Allottee shall in no event claim any right thereon or objection in that regard, as far as the Developers/Promoters comply with the provisions of the Act and take the consent of the Allottees in the Project. The Allottee undertakes and assures to give such declaration/consent/no-objection/ or

Draft

any writing, as may be required, in favour of the Developer/Promoter for the aforementioned purpose.

6. DEFAULT BY THE ALLOTTEE & ITS CONSEQUENCES:

6.1 On the Allottee committing default in payment of the Sale Consideration or any installment thereunder on due date (time being the essence of contract) of any amount due and payable by the Allottee to the Developer/Promoter under this Agreement (including the Allottee's proportionate share of taxes levied by the MCGM and other outgoings) and/or on the Allottee committing breach of any of the terms and conditions herein contained, the Developer/Promoter shall be entitled at its sole option to terminate this Agreement.

Provided always that the power of termination hereinbefore contained shall not be exercised by the Developer/Promoter unless and until the Developer/Promoter shall have given to the Allottee 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Allottee in remedying such breach or breaches within 15 (fifteen) days after giving of such notice.

6.2 Provided further that upon termination of this Agreement as aforesaid, _____% of the amount paid till then by the Allottee will stand ipso facto forfeited without any reference or recourse to the Allottee and the Developer/Promoter shall refund to the Allottee the remaining amount of Sale Consideration of the Premises which may till then have been paid by the Allottee to the Developer/Promoter but the Developer/Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded and upon termination of this Agreement and offer of refund of the aforesaid amount (after taking into account the forfeited amount) by the Developer/Promoter, (whether acceptable and realized by the Allottee or not) the Developer/Promoter shall be at liberty to dispose of and sell the Premises to such person and at such price as the Developer/Promoter may in their absolute discretion think fit and proper. On termination of this Agreement, the Allottee shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Developer/Promoter or against the said Premises.

Draft

6.3 Further, on termination of this Agreement, the Allottees shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Developers/Promoter or against the said Premises or under this Agreement and for that the Developers/Promoter is hereby irrevocably authorized to comply with all the formalities for execution and registration of the unilateral Deed of Cancellation (at the sole option of the Developer), without the Allottee being a signatory thereto and the Allottee will not raise any objection or dispute in that regard. Further, upon termination the Developers/Promoter shall be entitled to deal with, resale or dispose-off the said Premises in the manner as the Developer/Promoter may deem fit without any reference or recourse to the Allottee.

6.4 Without prejudice to the right of the Developer/Promoter to terminate this Agreement on account of delay in payment as stated above, in the event the Developer/Promoter does not exercise its option to terminate as aforesaid and grants extension of time to the Allottee to make payment, the Allottee agrees to pay to the Developer/Promoter, interest at the SBI highest marginal cost of lending rate plus 2% as specified in the Rule, on all the delayed payments which become due and payable by the Allottee to the Developer/Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Developer/Promoter until the date of actual payment. Without prejudice to the other rights of the Developer/Promoter hereunder, the Developer/Promoter shall in respect of any amounts remaining unpaid by the Allottee under this Agreement, have a first charge / lien on the Apartment, in any manner whatsoever, without making full payment of all amounts payable by the Allottee under this Agreement, to the Developer/Promoter. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the banking Account of the Developer's/Promoter for the said Project and shared with the Allottee.

6.5 Upon the Developer/Promoter terminating this Agreement as aforesaid, the Developer/Promoter shall be entitled to adjust the shortfall (if any) in the GST (or any other statuary dues) liability of the Allottee from the balance amounts (i.e. amount paid by Allottee to the Developer/Promoter less the amounts which the Developer/Promoter is entitled to forfeit, appropriate and adjust as aforesaid), if any available with the Developer/Promoter prior to refund of the amount/s to the

Draft

Allottee. The amounts paid by the Allottee towards his GST liability until the date of termination/cancellation and deposited with the statutory authorities, shall be refunded to the Allottee without any interest thereon only upon the Developer/Promoter receiving corresponding refund/getting credit of the corresponding GST amount paid/deposited, from the statutory authorities and not otherwise.

6.6 If the Allottee in order to augment the resources in his hand for the purpose of payment of consideration amount to the Developer/Promoter under this Agreement, seeks a loan from financial institutions or banks or any other lender (the **"Lender"**) against the security of the Premises subject to the consent and approval of the Developer/Promoter, then in the event of (a) the Allottee committing a default of the payment of the installments of the consideration amount and (b) the Developer/Promoter exercising its right to terminate this Agreement, the Allottee shall clear the mortgage debt outstanding at the time of the said termination. The Allottee shall obtain the necessary letter from such Lender stating that the Allottee has cleared the mortgage debt. On receipt of such letter from the Lender, the Allottee shall be (subject to what is stated in these presents regarding the forfeiture) entitled to the refund of the amount so paid by the Allottee to the Developer/Promoter towards the said Premises. Notwithstanding all that is stated hereinabove it shall always be obligatory on the part of the Allottee to pay the installments of the consideration amount as and when due under the terms of this Agreement irrespective of the fact that the Allottee has applied for the loan to the Lender and further irrespective of the fact that the said loan are under process and sanction is awaited and/or is rejected.

6.7 All the rights and / or remedies of the Developer/Promoter including the aforesaid rights and remedies of the Developer/Promoter, are cumulative and without prejudice to one another.

6.8 It is agreed and understood by the Allotee/s that the allotment of the benefit of the use of Car-parking Space is and shall always be attached to the allotment herein of the Flat and that such allotment shall not be dealt with, alienated, assigned or transferred independently, and without the Flat, and in strict accordance with the

Draft

applicable terms, conditions and provisions of this Agreement. The Allottee/s agree/s and confirm/s that the allotment of the benefit of the use of the Car-parking Space is co-terminus with the agreement herein to allot the said Flat, and not independent thereof, and accordingly in the event of this Agreement is cancelled, terminated, or comes to an end for any reason whatsoever, the allotment of the Car-parking Space shall mutatis mutandis stand cancelled and terminated;

7. FIXTURE / FITTINGS

7.1 The fixtures, fittings and amenities to be provided by the Developer/Promoter in the said Building and in the said Flat/Premises are those that are set out in **Annexure "_____"** annexed hereto.

7.2 The Developer/Promoter shall endeavour to provide the amenities of the same specifications as stated in the Annexure. However, in the event amenities of the said specifications are not available in the market, the Developer/Promoter shall provide amenities of similar brand/quality as the circumstances may permit or their near substitutes at Developer's/Promoter's discretion.

8. <u>REPRESENTATIONS OF DEVELOPER/PROMOTER:</u>

The Developer/Promoter hereby represents and warrants to the Allottee as follows:

8.1 The Developer/Promoter has clear and marketable title with respect to the project land as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

8.2 The Developer/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

8.3 There are no encumbrances upon the project land or the Project except those disclosed in the title report;

Draft

8.4 There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

8.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Developer/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

8.6 The Bank Account opened for the said Project under RERA shall be used as per the prevailing laws and withdrawals therefrom shall be in the manner as provided under the Act.

8.7 The Developer/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

8.8 The Registration of the Project is valid and subsisting.

8.9 The Developer/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will adversely affect the rights of Allottee under this Agreement;

8.10 The Developer/Promoter confirms that the Developer/Promoter is not restricted in any manner whatsoever from selling the said Flat/Premises to the Allottee in the manner contemplated in this Agreement;

8.11 At the time of execution of the Conveyance Deed (through the Land Owners) of the structure to the Association of Allottees the Developer/Promoter shall endeavor to handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees through the Land Owners;

8.12 The Developer/Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

Draft

8.13 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developer in respect of the project land and/or the Project except those disclosed in the title report.

9. POSSESSION

9.1 The possession of the Premises shall be delivered to the Allottee after the Premises is ready for use and occupation provided all the amounts due and payable by the Allottee under this Agreement and the stamp duty and registration charges in respect of the Premises are duly paid by the Allottee. The Developer/Promoters expects to give possession of the Premises to the Allottee on or about _____ (excluding a grace period of 6 months), subject to Force Majeure events and other events as specified hereunder.

Provided that the Developer/Promoters shall be entitled to reasonable extension of time for giving delivery of the Premises on the aforesaid date, if the completion of Building is delayed on account of:-

(a) Event(s) of Force Majeure, War and/or civil commotion, act(s) of terrorism;

(b) non-availability and/or shortage of sand, steel, cement, other building equipment and/or material, water, electricity, utilities and/or labour;

(c) non-availability or delay in receiving any statutory or regulatory approvals and/or permissions from the concerned authority or authorities;

(d) any notice, order, rule, notification of the government, public or other competent authority (including any court of law or tribunal) affecting the development of the Plot;

(e) any restraint and/or injunction and/or prohibition order of Court and/or any other judicial or quasi-judicial authority and/or any statutory authority affecting the development of the Plot;

(f) any act, omission and/or delay on the part of or attributable to any party hereto other than the Developer; and/or

(g) any other reason beyond the control of the Developer, which is not attributable to any act of the Developer or which is not attributable to any negligence on the part of Developer.

Draft

9.2 If the Developer/Promoters fails or neglects to offer possession of the Premises to the Allottee on the above referred date or within any further date or dates as may be mutually agreed between the Parties hereto, then in such case the Allottee shall be entitled to give notice to the Developer/Promoters terminating this Agreement, in which event the Developer/Promoters shall within _____ days from the receipt of such notice, refund to the Allottee the amount of deposit or earnest money and the further amounts, if any, that may have been received by the Developer/Promoters from the Allottee as installments in part payment in respect of the Premises along with such interest at the rate as mentioned in clause 408 hereinabove from the date the Developer/Promoters received such amounts till the date the amounts and the interest thereon is repaid, excluding GST/taxes. The Developer shall refund the above mentioned amount in respect of such termination and neither party shall have any claim against the other in respect of the Premises or arising out of this Agreement and the Developer/Promoters shall be at liberty to dispose of the Premises to any other person or persons at such price and upon such terms and conditions as the Developer/Promoters may deem fit. The Allottee shall, if so required by the Developer/Promoters, simultaneously on receipt of the refund of the amounts execute a Deed of Cancellation (in format required by the Developer/Promoters) and register the same in the office of the concerned Registrar/sub-Registrar of Assurances.

9.3 The Allottee agrees that the return of the payment mentioned in Clause 9.2 above constitutes the Allottee's sole remedy in such circumstances and the Allottees foregoes any and all his/her/their rights to claim against the Developer for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever. Upon this Agreement being terminated as stated in Clause 8.2 above, the amounts paid by the Allottee towards his GST liability until the date of termination/cancellation and deposited with the statutory authorities, shall be refunded to the Allottee without any interest thereon only upon the Developer/Promoters receiving corresponding refund/getting credit of the corresponding GST amount paid/ deposited, from the statutory authorities and not otherwise.

9.4 The Allotee shall take possession of the Premises within 7 (seven) days of the Developer giving written notice to Allottee intimating that the Premises is ready for

Draft

use and occupation. The Allottee shall use the said Flat/Premises or any part thereof or permit the same to be used only for purpose of residence only. The Allottee shall use the garage or parking space only for purpose of keeping or parking motor vehicle(s).

10. FORMATION OF SOCIETY/ASSOCIATION:

10.1 The Allottee along with other allottee(s)s of Flats/Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Developer/Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developer/Promoters within seven days of the same being forwarded by the Developer/Promoters to the Allottee, so as to enable the Developer/Promoters to register the common organisation of Allottees. No objection shall be taken by the Allottee, if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

10.2 Till the entire Project as set out herein is completed by the Developer/Promoters and the amount/s receivable by the Developer/Promoters from all Allottees of Apartments are received, the Developer/Promoters shall not be bound and/or be called upon or required by the Allottees to form any Co-operative Society, Limited Company or Condominium of Apartments, Company as the case maybe ("**Association**") unless otherwise specified under the Act, and the Allottee agrees and irrevocably consent not to raise any demand or dispute or objection in that behalf. The Association shall be formed by the Developer within ___ (_____) months of the entire building as setout herein is completed and Occupation Certificate is issued.

Draft

10.3 It is hereby clarified that the Developer at its discretion may form a separate society of Allottees of the subsequent phase or shall be entitled to induct the Allottees of the subsequent phase as the members of the same society and the Allottees hereby agree and undertake not to object to the same.

11. TRANSFER OF TITLE:

11.1 The Developer/Promoters shall, within _____ months of receipt of Occupation Certificate and registration of the Societies or Limited Company, as aforesaid, cause to be transferred to the Society or Limited Company right, title and the interest of the building that are constructed on the said Property (from the Land Owners of the said Property). It is further clarified that the transfer of title shall be effected by the Developer/Promoters in favour of the separate or the same society that shall be formed by the Developer/Promoters in respect of the subsequent buildings that are constructed in the subsequent phase. The Developer/Promoters shall, within _____ months from completion of all the phases cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Developer and/or the Owners in the project land on which the building with multiple wings or buildings are constructed.

12. UNDERTAKINGS & ASSURANCES OF THE ALLOTTEE:

The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the said Premises/Flat/Apartment may come, hereby undertakes, assures and covenants with the Developer as follows :-

i. The Allottee has perused the details of the Project available on the website of the Authority as well as the additional data furnished by the Developer/Promoters and Allottee has fully verified the same. The Allottee agrees and confirm not to make demand of any additional information in respect thereof.

ii. To maintain the said Flat/Premises at the Allottee's own cost in good and tenantable repair and condition from the date of possession of the Flat/Premises is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Premises is situated which may be against the

Draft

rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/Premises is situated and the Flat/Premises itself or any part thereof without the consent of the local authorities, if required.

iii. Not to store in the Flat/Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Premises is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Flat/Premises is situated or the Flat/Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iv. To carry out at his own cost all internal repairs to the said Flat/Premises and maintain the Flat/Premises in the same condition, state and order in which it was delivered by the Developer to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat/Premises is situated or the Flat/Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

v. Not to demolish or cause to be demolished the Flat/Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Premises is situated and shall keep the portion, sewers, drains and pipes in the Flat/Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and

Draft

protect the other parts of the building in which the Flat/Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat/Premises without the prior written permission of the Developer and/or the Society or the Limited Company.

vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Premises in the compound or any portion of the project land and the building in which the Flat/Premises is situated.

viii. Pay to the Developer within fifteen days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Premises is situated.

ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Premises by the Allottee for any purposes other than for purpose for which it is sold.

x. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Premises until all the dues payable by the Allottee to the Developer/Promoters under this Agreement are fully paid up.

xi. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said

Draft

building and the Flat/Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xii. Till a conveyance of the structure of the building in which Flat/Premises is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Developer/Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xiii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiv. Not to enclose the passages, if any, forming part of the Flat/Premises without the previous written permission of the Developer and / or the Association and of the Municipal and other concerned authorities;

xv. Not to affix air conditioner/s of any other place other than those earmarked for fixing such Flat/Premises as not to affect the structure, facade and / or elevation of the Building in any manner whatsoever;

Draft

xvi. Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the Flat/Premises/Building in any manner whatsoever;

xvii. Not to hang clothes on the windows/railings, throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Flat/Premises in the compound or any portion of the project land and the building.

xviii. Irrespective of a dispute, if any, arising between the Developer and the Allottees and /or the Association all amounts, contribution and deposits including amounts payable by the Allottees to the Developer under this Agreement shall always be paid punctually to the Developer and shall not be withheld by the Allottees for any reasons whatsoever;

xix. The open spaces, common entrances, common passages, ducts, refuge areas, lobbies, staircases, lifts in the Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Allottees shall not use or permit the use of common passages, ducts, refuge areas, open spaces. Lobbies, and staircases in the Building for storage or for use by servants at any time.

xx. The Allottees shall not display at any place in the Apartment / Building, any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottees shall not stick or affix pamphlets, posters or any paper on the walls of the Building or common areas therein or in any other place or on the window, doors and corridors of the Building.

xxi. The Allottees hereby agrees that in the event of any amount becoming payable by way of levy of premium to the concerned local authority or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the Project Land and / or the Building, the same shall be reimbursed by the Allottees to the Owner.

Draft

xxii. The Allottee represents and confirms that they have read the terms and conditions of this Agreement and has understood their obligations, liabilities and limitations as set forth herein and have neither relied upon nor been influenced by any marketing brochures, emails advertisements, representations of any nature whatsoever whether written or oral.

xxiii. Save and except the conveyance of the Project, not to claim conveyance of any other portion of the said Property/Project Land till the complete development of the Project Land.

xxiv. No to object or create hindrance for implementation of development work of subsequent phase by the Developer.

xxv. The Allottee represents and confirms that the Developer shall be entitled to induct the Allottees of the subsequent phase as the members of the society so formed by the Allottees of the Project and the Allottees hereby agree and undertake not to object to the same.

xxvi. The Allottees are also aware of and it is within their knowledge that:

a) That the building under reference is deficient in open space and MCGM will not be held liable for the same in future.

b) That the Allottee/buyer/member agree for no objection for the neighbourhood development with deficient open space in future.

c) That the buyer/member will not held MCGM liable for failure of mechanical parking system/car lift in future.

13. RIGHTS OF THE DEVELOPER/PROMOTER:

The Allottee confirms and acknowledges that the Allottee has been apprised and made aware and the Allottee has agreed that:

i. The Developer/Promoter shall be entitled to amalgamate the schemes in respect of the adjoining lands or any other land (pursuant to applicable law) with the project land without requiring any consent from the Allottee and / or the Association and such additional land shall be deemed to be the Project Land amalgamated.

Draft

ii. The Developer/Promoter is entitled to utilize all FSI (including fungible FSI, free FSI, premium FSI) that may be available from the Project Land or elsewhere and/or on account of (TDR) and / or by change of law and/or change of policy and/or any other rights and benefits including on account of undertaking incentive FSI schemes under the applicable laws, public car parking schemes or any floating rights which is or may be available in respect of the Project Land and/or any potential that that is or may be available on account of the existing provisions or any amendments thereto under applicable law, and the Developer/Promoter shall be entitled to utilize and/or use the entire potential of the Project Land/the amalgamated lands presently available and/or any increase therein, from time to time.

iii. The Developer/Promoter shall be at liberty to sell, assign, transfer, lease, mortgage or otherwise deal with its right, title and interest in the Project Land and/or the Building, in terms of the Applicable Laws provided that the same does not in any materially prejudice the right of the Allottees in respect of the Flat/Premises and in accordance with the provisions of the Act.

iv. The Developer/Promoter shall also be entitled to designate any space on the Project Land and/or in the terrace of the said Building to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Building.

v. The Developer shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the project land till such time as the Project Land together with the Building are transferred to the Association.

vi. The Developer/Promoter shall be entitled to construct site offices/ sales lounge on the Project Land and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the Project Land or any portion thereof is leased/conveyed to the Association until the

Draft

development of the Project Land together with development of amalgamated lands is fully completed.

vii. The Developer/Promoter shall be entitled to launch the subsequent phases within such time and in such manner as it shall deem fit.

viii. The Developer/Promoter shall be entitled to grant conveyance of the Project and shall continue to remain entitled to the balance Project Land and the benefits arising therefrom.

14. <u>OUTGOINGS:</u>

14.1 Commencing a week after notice in writing is given by the Developer/Promoter to the Allottee that the Premises is ready for use and occupation, irrespective of whether possession is taken or not the Allottee shall be liable to pay the proportionate share of the outgoings in respect of the Plot and the New Building including but not limited to local taxes, betterment charges sub-station & cable cost or such other levies by the concerned local authority and expenses for electricity, water, common lights, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Plot and New Building. Until the management of the Plot and New Building is handed over to the Society, the Allottee shall pay to the /Promoter such proportionate share of the outgoings as may be determined by the Developer/Promoter. The Allottee shall pay to the Developer/Promoter provisional monthly contribution of Rs._____/- for a period of _____ months towards the outgoings in advance and shall not withhold the same for any reason. The amount so paid shall not carry any interest and remain with the Developer/Promoter until the management is handed over to the Society.

14.2 The Allottee shall on or before the delivery of the possession of the Premises pay to the Developer/Promoter the following amounts:-

(i)	Rs._____/-	Non-refundable for share money, application, entrance fee of the Society.
(ii)	Rs._____/-	Non-refundable deposit towards installation of transformer, cable, electric meter, water meter etc.

Draft

(iii)	Rs._____/-	Being 1 year deposit towards proportionate share of taxes, maintenance and other charges.
	Rs._____/-	Total

14.3 The Allottee shall on or before the delivery of the possession of the Premises pay to the Developer/Promoter the following amounts

(i)	Rs._____/-	Towards legal costs and charges
(ii)	Rs._____/-	Towards development charges
(iii)	Rs._____/-	Towards non-refundable for formation and registration of Entity/Organization
(iv)	As applicable at the time of possession	Towards Works Contract Tax, Goods and Service Tax and any other tax/es, cess/es, levy/ies, impost/s as applicable or as may be applicable and increase therein, if any.
	Rs._____/-	Total

14.4 It is agreed in respect of amounts mentioned in Clause 14.2 (i) and (iii) above, the Developer/Promoter shall be liable or otherwise required to render accounts to the society or association so formed and shall hand over the deposits or balance thereof to the Society/association as aforesaid. In the event of any additional amount becoming payable, the Developer/Promoter shall forthwith on demand pay and deposit the difference to the Developer/Promoter. The aforesaid amount/ deposit shall not carry any interest.

14.5 The Developer/Promoter shall maintain a separate account in respect of the sums received by the Developer/Promoter from the Allottee as advance or deposit, on account of the share capital of the Society, outgoings, and shall utilize the same for the purpose for which they have been received.

15. <u>STAMP DUTY AND REGISTRATION:</u>

The stamp duty and the registration charges and expenses in respect of this Agreement shall be borne and paid by the Allottee. The Allottee shall at his cost and expenses, lodge this Agreement for registration in the Office of the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908,

Draft

and after due notice being received in this regard the Developer/Promoter or their authorized representative shall attend such office and admit the execution thereof.

16. NOTICES;

Any notice to be given under this agreement shall be considered to be duly served, if sent by Registered Post A.D. or if delivered or left at the address of the party as stated hereunder:

THE DEVELOPERS/PROMOTER:

M/s. RAJ UNIVERSAL,
Rudraksha, B/101, Building No.10,
Suhashini Pawashkar Road,
Vaishali Nagar, Dahisar (East),
Mumbai – 400 068.

PURCHASER/S:
Mr./Mrs./M/s. _____
_____
_____
Attn: _____

or at such other address as is from time to time designated (in writing) in advance, by the party receiving the notice. Any such notice that is delivered in accordance with the above provisions shall be deemed received when delivery is received or refused, as the case may be. Where necessary, all email correspondence shall be backed up by a hard copy of the communication that shall be sent by post to the other party. If there is any change in the address of either of the parties to this Agreement, such party shall notify to the other such change in address. In that event the notice shall be given at the changed address.

Draft

17. FURTHER ASSURNACES & INDEMNIFICATION BY THE ALLOTTEE:

17.1 If the Allottee intends to visit the under construction New Building then he shall make a written request to the Developer for a site visit and the Developer/Promoter shall within 14 (seven) working days from receipt of the request intimate the Allottee the date and time for such visit. The Allottee shall accordingly be entitled to site visit on the date and the time as intimated by the Developer/Promoter accompanied by site staff of the Developer/Promoter and the Allottee agrees to follow all the safety precautions during the site visit. It is further clarified that, no children below the age of 16 years shall be allowed to enter the site. The Allottee hereby undertakes not to hold the Developer/Promoter responsible for any loss or damage or harm incurred or suffered by the Allottee or any person accompanying the Allottee, due to negligence or wrongful acts or otherwise, during the site visit.

17.2 The Allottee shall not be permitted to carry out any additions or alteration in the Premises and/or enclose or encroach upon any common area of the New Building in the nature of common passage or landing or mid landing areas and the Developer/Promoter shall not be responsible, if additions and alteration or encroachments are done in the Premises or the New Building by the Allottee or occupier, in violation of the building regulations. The Allottee agrees to indemnify and keep the Developer/Promoter its successors and assigns indemnified against all losses, claim, demands, actions, duties, penalties, prosecutions, actions, suits, proceedings, damages, costs, liabilities, expenses or payments of any nature whatsoever arising against the Developer/Promoter or its successors and assigns in any way as a consequence of any additions and alteration or encroachments done in the Premises or the New Building by the Allottee or occupier, in violation of the building regulations.

17.3 The Allottee shall indemnify and harmless, and keep indemnified and harmless the Developer/Promoter from time to time, against any and all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including professional fees/costs incurred in relation thereto) of whatsoever nature incurred or suffered by them or any of them directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Developer/Promoter under

Draft

this Agreement; (b) any breach and/or default by the Allottee in the performance of any and/or all of his obligations under this Agreement; and (c) Allottee's non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

18. GENERAL PROVISIONS:

18.1 The parties hereto agree and accept that if the carpet area of the Premises is reduced/increased due to structural columns and structural membranes and/or on account of design and construction variances, the Allottee shall not complain or raise any grievance on account of the said reduction/increase to the extent of 3% (three percentage). The Allottee shall be bound to accept such reduced/increased area and shall not complain or demand compensation for such reduced/increased area, provided such reduction/increase does not exceed a maximum of 3% (three percent), in which scenario (of such reduction/increase of more than 3%) the appropriate payment shall be made for such reduction/increase by the Allottee to the Developer/Promoter or vice-a-versa by taking into account the Sale Consideration for the said Premises.

18.2 This Agreement and all annexures hereto, constitute the entire agreement between the parties hereto as regards the subject matter hereof and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Developer/Promoter, any agent, employee or representative of the Developer/Promoter or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Allottee or made available for the Allottee's viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any and all previous agreements and/or writings concerning the subject-matter hereof.

18.3 Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Flat/Apartment to the total carpet area of all the Apartments in the Project.

Draft

18.4 The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.

18.5 No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.

18.6 If there is more than one Allottee named in this Agreement, all obligations hereunder of such Allottee shall be joint and several.

18.7 All taxes, charges including but not limited to Goods and Service Tax (GST) or any other impositions or levies (i) on account of this transaction, (ii) pro rate on account of the entire development project, (iii) on the consideration and other amounts payable by the Allottee to the Developer/Promoter and/or (iv) otherwise, shall be to the account of the Allottee alone and the Developer/Promoter shall not be liable to pay the same. For the avoidance of doubt, any such taxes, impositions etc. shall be payable by the Allottee over and above the consideration of the Premises and the Developer's/Promoter's decision as regards the quantum of the same shall be final and binding to the Allottee.

18.8 If within a period of five years from the date of handing over the said Flat/Premises to the Allottee, the Allottee brings to the notice of the Developer/Promoter any structural defect in the Flat/Premises 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/Promoter at his own cost. It is however expressly agreed that due to changes made by the Allottee in the Flat/Apartment (internally or externally) or said Building or other Allottees/s of the flats in the said Building if any complaint arises, then in such circumstances the Developer/Promoter shall not be liable or responsible for repairs.

18.9 Forwarding this Agreement to the Allottee by the Developer/Promoter does not create a binding obligation on the part of the Developer/Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration

Draft

of the same before the concerned Sub-Registrar as and when intimated by the Developer/Promoter after payment of the necessary stamp duty and registration charges. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer/Promoter, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee (after the necessary deductions as contemplated under forfeiture clause) without any interest or compensation whatsoever.

18.10 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Property/Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer/Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

18.11 The parties are assessed under following PAN: -

DEVELOPER

M/s.RAJ UNIVERSAL - ATFR0287K

ALLOTTEE:

_____ - _____

19. DISPUTE RESOLUTION, JUSRISDICTION AND GOVERNING LAW:

19.1 Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

Draft

19.2 The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of Republic of India for the time being in force and the courts in Mumbai will have the jurisdiction for this Agreement.

19.3 This Agreement shall always be subject to the provisions of (i) Real Estate (Regulation and Development) Act, 2016; (ii) Maharashtra Real Estate Regulatory Authority (General) Regulations, 2017; (iii) Maharashtra Real Estate Regulatory Authority (Recruitment and Conditions of Service of Employees) Regulations, 2017; (iv) Maharashtra Real Estate Appellate Tribunal, Officers and Employees (Appointment and Service Conditions) Rules, 2017; and (v)Maharashtra Real Estate Regulatory Authority (Form of Annual Statement of Accounts and Annual Report) Rules, 2017 and read together with Maharashtra Ownership of Flats Act, 1963, Maharashtra Apartment Ownership Act, 1970 and the respective rules made thereunder. In the event of conflict between any of the aforesaid, the provisions of Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder shall prevail.

IN WITNESS WHEREOF the Developers/Promoter and the Allotte have hereto set and subscribed their respective hands and seals the day and year first hereinabove written.

FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED:

ALL the pieces and parcels of lands or grounds admeasuring about 92,393.00 sq.yds. Situate at Village Dahisar, Taluka Borivali in the Registration District and Sub-District of Mumbai Registration District and Sub-District of Mumbai Registration District and Sub-District of Mumbai suburban.

Survey Numbers	Hissa Nos.	Area (Sq.mts.)
111	16	16093.00
144	4B	15427.50
145	1B	21417.50
146	1B	30250.00

Draft

147	1	6564.00
148	1	2631.00

		92383.00
		========

SECOND SCHEDULE OF PROPERTY ABOVE REFERRED:

(Layout property including N.D. Zone)

ALL the pieces and parcels of lands or grounds admeasuring about 70132.80 sq.mtrs. situate at Village Dahisar, Taluka Borivali in the Registration District and Sub-District of Bombay and Registration District and Sub-District of Bombay and Bombay suburban.

Survey Numbers	Hissa Nos.		C.T.S. Nos.		Area (Sq.mts.)
---	---		---		---
111	16	}	2776-A	}	31086.50
144	4B	}	2776-B	}	6371.40
146	1	}	2776-C	}	484.40
147	1	}	2776-D	}	32190.50
148	1	}	2781	}	

		Total			70132.80
					========

THIRD SCHEDULE OF PROPERTY ABOVE REFERRED:

ALL the pieces and parcels of lands or grounds admeasuring about 32190.50 sq.mtrs. situate at Village Dahisar, Taluka Borivali in the Registration District and Sub-District of Bombay and Registration District and Sub-District of Bombay and Bombay suburban.

Survey Numbers	Hissa Nos.		C.T.S. Nos.		Area (Sq.mts.)
---	---		---		---
111	16	}			
144	4B	}			
146	1	}	2776-D	}	32190.50
147	1	}			
148	1	}			

		Total			32190.50
					=========

Draft

Out of the above said area forming the whole layout, treating is as recipient Plot, and that, no FSI is balance in the said layout the Vendor gives right to use, utilize, avail off TDR/FSI of whatever nature up to the maximum limit admeasuring about 21240 sq.mtrs. or thereabout which include the right to use the TDR/FSI of internal D.P. Road, bearing C.T.S. No.2776-B, area admeasuring 6371.40 sq.mtrs. or thereabout, to the maximum extent as may be available and to construct one or more building(s) consisting of one or mare wing(s) respectively as may be approved and sanctioned by the appropriate Authority for that matter, on a portion of the said property which portion has been shown on the Plan annexed hereto as Annexure "E" and shown in RED colour wash.

FOURTH SCHEDULE ABOVE REFERRED TO

FIRSTLY:-

65% undivided share, right, title and interest in all those pieces and parcels of lands or grounds admeasuring about 32190 sq. mtrs. Situate at Village Dahisar, Taluka Borivli in Registration District and Sub-District of Mumbai and Registration District and Sub-District of Mumbai and Mumbai Suburban.

Survey Nos.	Hissa	CTS Nos.	Area Sq.Mtrs.
111	16		
144	4B		
146	1	2776D }	32190.50
147	1		
148	1		

			32190.50
			=======

Out of the above said area forming the whole layout, treating it as recipient Plot, and that, no FSI is balance in the said Layout, the Vendor gives right to use, utilize, avail off TDR/FSI of whatever nature up to the maximum limit admeasuring about 21240 sq. mtrs. or thereabouts which include the right to use the TDR/FSI of internal D. P. Road, bearing CTS. No. 2776-B, area admeasuring 6371 .40 sq. mtrs. or thereabouts, to the maximum extent as may be available and to construct one or more building(s)

Draft

consisting of one or more wing(s) respectively as may be approved and sanctioned by the appropriate Authority for that matter, on a portion of the said property which portion has been shown on the Plan annexed hereto as **Annexure "E"** and shown in RED colour wash.

SECONDLY:

ALL THAT piece or parcel of land or ground having 35% undivided share, right, title and interest in respect of the property more particularly described in the Second Schedule referred to hereinabove situate at Village Dahisar, Taluka Borivli in the Registration District and Sub-District of Mumbai City and Mumbai Suburban District forming part of the larger Property more particularly described in the Second Schedule hereinabove written.

FIFTH SCHEDULE OF THE PROPERTY ABOVE REFERRED:

(The said Property on which "**the said Building No. 11**" i.e. a part of the Third and the Fourth Schedule hereinabove and being the Subject matter of this Agreement)

All that piece and parcel of land admeasuring about 555.37 sq. mtrs. or thereabout being the portion of the Property described in the Third Schedule hereinabove together with the right to construct Building No.11 thereon by utilizing balance potential and outside TDR fungible FSI and all other benefits of the FSI admeasuring in-aggregate 10,087.49 sq.mtrs. built-up area lying, being and situate at Village Dahisar, Taluka Borivali, Mumbai Suburban District and within the Registration District Mumbai Suburban, which is shown in the red colour wash on the plan annexed hereto as Annexure- "A".

Draft

SIXTH SCHEDULE OF PROPERTY ABOVE REFERRED:

(Description of "**the said Premises/Apartment**")

Residential Flat Bearing No._____ on _____ Floor, admeasuring _____sq. feet carpet area (equivalent to _____ sq. meters carpet area) Building No.11 of A / B Wing in the Building known as "Rudraksha" together with exclusive use and enjoyment of the Car-parking Space, that is, ____ open/hydraulic/stilt/podium car-parking space no. _____, in/on the ____ open/hydraulic/stilt/podium of the Building, shown/reflected on the floor plans annexed hereto.

Draft

SIGNED SEALED AND DELIVERED)

By the within-named)

DEVELOPERS/PROMOTERS)

M/S. RAJ UNIVERSAL)

Through its authorized Partner)

MR. _____)

In the presence……)

SIGNED SEALED AND DELIVERED BY)

the withinnamed **ALLOTTEE/S**)

SHRI/SMT/M/s.)

in the presence of . . . . .)

Draft

RECEIPT

RECEIVED from the within-named Allottee/s a sum of Rs._____/- (Rupees_____ _____Only) by a cheque drawn on _____ Bank bearing no._____ dated _____ being the amount of part purchase price payable by him/her/them to us on or before the execution of this Agreement.

We say received,

For, M/s. RAJ UNISERSAL

_____

(Partner)

Developers

Witness:

Draft