AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at Mumbai this _____ day of ______________ Two Thousand and ______________, BETWEEN **Rajesh Real Estate Developers 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 400 023, hereinafter referred to as **"the Promoters/Developers"** (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 First Part.

AND

Mr./Mrs./M/s. ____

____

____

Adult/s Indian Inhabitant/s of Mumbai/ a partnership firm/a company residing 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/the partners or partner for the time being constituting the said firm, survivors or survivor of them, their heirs, executors and administrators of such survivor/its successors and assigns) of the Second Part.

I. **DEVOLUTION OF TITLE:**

I. Mahindra & Mahindra Limited was seized and possessed of and/or otherwise well and sufficiently entitled to *inter alia* all those piece or parcel of land or ground being Plot No. 4, Survey No. 85, 86, 87 (part) corresponding to CTS No. 174-C of Village Akurli, Taluka Borivali and containing by admeasuring 46086.51 sq.mtrs or thereabouts, situated at Kandivali (East), Mumbai 400 101, hereafter "Said Larger Property", pursuant to the Conveyance dated 09.02.1962, between Pratapsingh Mathurdas Visanji & Ors, the then Trustees of Bombay Gowrakshak

Mandali, a Society registered under the Societies Registration Act, 1860, and executed in favour of Mahindra & Mahindra Ltd. and registered with the Sub-Registrar of Assurances at Bombay under Serial No. 818 of Book No. 1. The Said Larger Property is more particularly described in the First Schedule hereunder written.

II. Mahindra & Mahindra sold, transferred and conveyed the Said Larger property to Otis Elevator Company vide a Conveyance dated 31.12.1973 and the same is registered with the Sub-Registrar of Assurances under Serial No. BOM-107/1974.

III. Vide an Indenture of Conveyance dated 1st December 2005, which is registered with the Sub-Registrar of Assurances under Serial No. BDR-5/8193 of 2005 executed by and between Otis Elevator Company, therein referred to as the 'Vendors' and one United White Metal Limited, a Company incorporated and registered under the provisions of the Companies Act, 1956, therein referred to as the 'Purchasers', the Vendors therein sold, transferred and conveyed the said Larger Property unto and in favour of the Purchasers therein, at and for a consideration and on the terms and conditions therein contained.

IV. Vide a Development Agreement made and entered into at Mumbai dated 20th December, 2007 by and between United White Metal Limited, therein referred to as the 'Owners' and Rajesh Estates and Nirman Limited, therein referred to as the 'Developers', the Owners therein granted the development rights to the Developers therein to develop the said Larger Property by constructing buildings thereon by utilising FSI of 2,00,000 Sq. Ft. with a right to load TDR to the extent of 1,15,000 Sq. Ft. and on the terms and conditions as more particularly set out in the aforesaid Development Agreement. The said Development Agreement is registered along with a Deed of Confirmation dated 12th August 2010 with the Sub Registrar of Assurances at Borivali under Serial No. BDR-6/6965 of 2010. Under the aforesaid Development Agreement United White Metal Limited retained with itself the balance potential for development of the said Larger Property. The said Development Agreement is hereafter referred to as the **"First Development Agreement"** or **"FDA."**

V. Vide another Development Agreement dated 12th July, 2010, by and between United White Metal Limited, therein referred to as the 'Owners' and Rajesh Real Estate Developers Pvt. Ltd. therein referred to as the 'Developers' the Owners therein granted the development rights to the Developers therein of the balance potential of the said Larger Property to the Developers therein at and for a consideration and on the terms and conditions therein contained. In accordance with the said Development Agreement the Developer therein is entitled to construct buildings by utilising the balance potential of the said Larger Property i.e. the balance potential available after utilisation of the development rights of Rajesh Estates and Nirman Ltd., under the First Development Agreement (FDA) is consumed and on such other terms and conditions as more particularly set out in the Said Development Agreement. The Said Development Agreement is registered with the Sub Registrar of Assurances at Borivali under Serial No. BDR-16/9905 of 2010, which is hereafter referred to as the **“Second Development Agreement,”** i.e. **“SDA.”**

VI. As per the terms and conditions of the Second Development Agreement, Rajesh Real Estate Developers Private Limited is entitled to 58.51% of the constructed area and the owners are entitled to constructed area of 41.49%. Further, the owners (United White Metal Limited) have retained an area of about 15,000 Sq. Ft. for their own office in the said development

VII. Vide a Deed of Assignment of Development Rights dated 16th December, 2010, executed by and between Rajesh Estates and Nirman Limited, therein referred to as the ‘Assignor’ and Rajesh Real Estate Developers Pvt. Ltd. therein referred to as the ‘Assignee,’ the Assignor therein assigned and transferred all and whatever the rights accrued to it under the First Development Agreement (FDA) unto the Assignee at and for a consideration and on the terms and conditions therein contained. The aforesaid Deed of Assignment of Development Rights is registered along with a Supplemental Agreement dated 21.11.2013, which is registered with the Sub-Registrar of Assurances at Borivali under Serial No. BRL-7/9264 of 2013.

VIII. Vide an Indenture of Conveyance dated 28.04.2016 made and entered into by and between United White Metal Limited, therein referred to as the Vendors and Rajesh Real Estate Developers Private Limited, therein referred to as the Purchasers, i.e. the Promoters/Developers herein, the Vendors therein sold, transferred and conveyed to the Purchasers, i.e. the Developers/Promoters herein, all their balance right, title and/or interest in the Said Larger Property unto and in favour of the Purchasers therein absolutely, at and for a consideration and on the terms and conditions therein contained. Pursuant to the aforesaid Indenture of Conveyance the Developers/Promoters became the absolute owners in respect of the Said Larger Property.

IX. The Developers/Promoters are thus seized and possessed of and/or are otherwise well and sufficiently entitled to the Said Larger Property, pursuant to the First Development Agreement, the Second Development Agreement and the Indenture of Conveyance. All obligations of the Promoters/Developers towards United White Metal Limited, has come to an end pursuant to the Indenture of Conveyance referred to hereinabove.

II. **ORDERS AND APPROVALS:**

(i) The Chief Engineer (D.P) of the Municipal Corporation of Greater Mumbai has permitted residential user on the Said Larger Property, pursuant to its permission dated 23.07.2008 bearing No. CHE/919/DPWS/P&R. As per the terms and conditions of the said permission an area equivalent to 8920 sq.mtrs. being 20% of the Larger Property was required to be handed over to MCGM. Accordingly, the said area has been handed over by the Promoters.

(ii) The Executive Engineer (Building Proposals, Western Suburbs) has issued Intimation of Disapproval u/s 346 of the Municipal Corporation Act, dated 26.11.2007 bearing No. EB/CHE/A-4300/BP(WS)/AR. The said Intimation of Disapproval has been amended vide amended IOD dated 26.03.2013. The copies of the said IOD and amended IOD dated 26.11.2007 & 26.03.2013 respectively, are annexed hereto as "**Annexure A and A1"** collectively**.**

(iii) The Executive Engineer (Building Proposals) has issued Commencement Certificate for the old plans as approved under the Intimation of Disapproval of 26.11.2007, upto top of stilt level dated 20.12.2010.

(iv) The Executive Engineer (D.P) WS 'R' Ward has further amended IOD vide its letter dated 26.03.2013 bearing Reference No. CHE/A-4300/D.P.(WS)/AR of 31-12-2013 has accorded sanction of the amended Plan submitted by the Architect of the Promoters.

(v) The Executive Engineer (B.P) WS, has issued Commencement Certificate upto top of stilt level, i.e. podium level, as per the approved amended Plan dated 31.12.2013. The copy of the said Certificate dated 31.12.2013 is annexed hereto as "**Annexure B".**

(vi) The aforesaid property has been converted to NA agricultural purpose, pursuant to the Order of the Sub-Divisional Officer, Mumbai Suburban District, vide his Order dated 01.03.2013.

(vii) The Government of Maharashtra in its Environmental Department has granted Environment Clearance, for the proposed residential project of the Promoters on the said Larger property vide its letter dated 28.12.2011 under File No. SEAC-2010/CR.748/TC.2.

III. The Said Larger Property is reduced by an area of 8920 sq.mtrs, being the 20% amenity space handed over by the Promoters to the MCGM, for the change of user. Further, the Said Larger Property is affected by road set back of 1200 sq.mtrs. The net plot area after the deductions aforesaid is 35680 sq.mtrs, which net property is hereafter referred to as the "**Original Project Property**", which Original Project Property is more particularly described in the Second Schedule hereunder written.

IV. The Promoters had proposed to develop the Original Project Property under two options, namely, either to construct four (4) buildings over the common basement and podium or construct five (5) buildings over the common basement and podium (project) and had got the plans approved from the Municipal Corporation of Greater Mumbai (MCGM).

V. Under the aforesaid earlier scheme of development, the Promoters had earlier proposed to construct buildings in the Project in phases. The Promoters had commenced the construction of the 1st Phase, being Wings A and B. In the 2nd Phase the Promoters at their discretion were entitled to construct either 2 or 3 buildings, by exercising either of the two options. The Promoters had sold flats in the earlier scheme of development in the 1st Phase namely Wings A and B.

VI. The Promoters had thereafter revised the Project plans such that the Project is reduced on the plot of land admeasuring 16,100 sq.mtrs. forming part of the Original Project Property, which reduced Project area of 16,100 sq.mtrs. is hereinafter referred to as the "**Project Property**" and which Project Property is more particularly described in the Third Schedule hereunder written.

VII. The Promoters shall be applying for sub-division of the Original Project Property into Project Property which is more particularly described in the Third Schedule hereunder written and balance property. The balance of the Original Project Property after deducting therefrom the Project Property being the balance property (hereafter "**Balance Property"**) shall be the exclusive property of the Promoters, which Balance Property is more particularly described in the Fourth Schedule hereunder written. The Project now being undertaken by the Promoters is only on the Project Property. The Promoters shall at their discretion be entitled to deal with and dispose off the Balance Property, on the terms and conditions that may be decided by the Promoters and the Purchasers or the Organisation of Purchasers, whenever formed, shall have no right, title or interest over the same.

VIII. The Promoters have obtained consent of the persons who had agreed to purchase the flats from them in the earlier scheme of development. The Purchasers of the Promoters have consented and have granted their irrevocable consent to modify the plans including the reduction in the area of the Project Land as well as in the reduction of the Project size in accordance with the consents as given by such Purchasers individually.

IX. **DETAILS OF DEVELOPMENT:**

i. The Promoters are developing the Project Property (Project Property) admeasuring 16,100 sq.mtrs.) more particularly described in the Third Schedule hereunder written by constructing 2 buildings namely Wings A and B, to be known as "White City" consisting of lower basement + upper basement + stilt + podium + 1st to 40th upper floors out of which 39 upper floors are habitable floors and one floor is for fire and service floor, to be constructed on a common podium, being the total Project.

ii. The Promoters shall be developing the Project Property in phases.
Phase I: In the 1st phase, the Promoters are constructing Wing A having plinth area of 620.18. In the 2nd phase, the Promoters shall be constructing Wing B having plinth area 794.94 sq.mtrs., along with the other amenities as shown in the proposed amended lay out plan annexed hereto as Annexure ________.

iii. The Promoters may at their discretion develop the balance property in Phase III, as per the then prevalent control regulations. The tentative plans of development of the balance property in Phase III is as more particularly described in the proposed lay out plan of Phase III annexed hereto as Annexure ______.

iv. The location of the RG and other amenities of Phase I and Phase II will be as per the revised lay out plan annexed hereto as Annexure _______. The Amenities space handed over by the Promoters to MCGM for conversion from industrial to residential is as shown in brown wash in the plans (**Annexure C & D**) annexed hereto.

X. **AMENDMENT OF APPROVED PLANS**:

The Promoters shall also be amending the approvals such that the proposal shall now stand restricted to the Project Property and the Project shall only mean to be the 2 buildings i.e. Wing A and Wing B, on the Project Property admeasuring 16,100 sq.mtrs, more particularly described in the _________ Schedule hereunder written.

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

XII. The Promoters have appointed Dr. H.M. Raje 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.

XIII. The title of the Promoters to the said Property is certified by M/s. VPV Legal & Associates, Advocates & Solicitors as clear and marketable. The copy of the said Certificate dated 04.12.2013 is annexed hereto as **Annexure E.** The PR Card in respect of the said Property is annexed hereto as **Annexure F.**

XIV Pursuant to the sub-division of the Project Property from the said Larger Property, the Promoters shall also obtain the amended Title Certificate from their Attorneys and also obtain the Subdivided PRC and/or upload the same on the website of the RERA Authority.

XV. By virtue of the above referred FDA, SDA and the Indenture of Conveyance and the subsequent sub-division of the Project Property from the Said Larger Property, the Promoters/Developers are the only persons entitled to have the right to sell the flats in the buildings constructed on the Project Property by utilizing the benefits/FSI of the Project Property described in the Third Schedule hereunder written and also load the TDR from outside and/or by utilizing FSI by way of payment of premium as well as by utilizing the Fungible Compensatory FSI (FCFSI) in accordance with the Development Control Regulations of the Municipal Corporation of Greater Mumbai.

XVI. The Purchaser/s declare/s and confirm/s that he/she/they is/are fully aware of the terms and conditions of the said Agreements/Covenants made between the Developers and the Purchaser/s shall not be entitled to claim any higher, further or other right either to the said Property or internal road, recreation ground and other area and the same will belong to the said and neither the Purchaser/s herein nor the Co-operative Society Ltd. nor Condominium of Apartment of Purchasers of the said proposed building will have any right, lien or claim thereon in any manner whatsoever.

XVII. The Purchaser has approached the Developers for sale to the Purchaser of a flat bearing No ____ on the __ floor of the **" B "** Wing in the building, being Phase II, constructed on the Project Property to be known as "**WHITE CITY**" which is being constructed on the Project property (hereinafter referred to as the "Said Flat") which flat is more particularly described in the Fifth Schedule hereunder written and shown in the plan annexed hereto as **Annexure "G"** on the Property At the request of the Purchaser, the Promoters have agreed to allot the said flat on ownership basis to the Purchaser.

XVIII The Promoters have further informed the Purchaser and the Purchaser is aware that the Promoters will be executing separate Agreements with several prospective Purchasers for sale of the flats/units and other premises in the buildings proposed to be constructed in the Sale buildings.

XIX 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. Presently the Promoter are in the process of registering the said project with the RERA Authority. The Promoters shall inform the Purchasers as and when the said Project is registered with the RERA Authority and shall provide the Purchasers with all the credentials to access the webpage of the Promoters on the website of the Authority. As stated earlier, the Promoters are developing the Project Property in phases. In the 1st Phase, the Promoters are constructing Tower A and have registered the same as a separate Real Estate Project. For registering the said separate Real Estate Project of Tower A, the Promoters have disclosed the plinth area of Tower A as the plot area in the prescribed form of registration for the RERA Authorities.

XX. The Promoters have registered the Tower B along with the amenities as a separate Real Estate Project and have shown the plinth area of Tower B as the plot area for the said Real Estate Project.

XXI. The Promoters shall develop the balance portion in Phase III and shall register the same as a separate Project whenever they feel appropriate to commence and carry out the said Phase III.

XII. The Purchaser has demanded from the Promoters and the Promoters have given xerox copies of the documents and have also given inspections to the Flat Purchaser 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 Purchasers under the Maharashtra Ownership Flats (Regulations of Construction, Sale, Management and Transfer) Act, 1963 and Real Estate (Regulation & Development) Act, 2016 hereinafter referred to as "The said Laws") and the Rules made thereunder.

XXIII. 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.

XXIV. 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 has 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. **DETAILS OF DEVELOPMENT:**

i. The Promoters are developing the Project Property (Project Property) admeasuring 16,100 sq.mtrs.) more particularly described in the Third Schedule hereunder written by constructing 2 buildings namely Wings A and B, to be known as "White City" consisting of lower basement + upper basement + stilt + podium + 1st to 40th upper floors out of which 39 upper floors are habitable floors and one floor is for fire and service floor, to be constructed on a common podium, being the total Project.

ii. The Promoters shall be developing the Project Property in phases.

Phase I: In the 1st phase, the Promoters are constructing Wing A having plinth area of 620.18 sq. mtrs..

Phase II: In the 2nd phase, the Promoters shall be constructing Wing B having plinth area 749.94 sq. mtrs., along with the other amenities as shown in the proposed amended lay out plan annexed hereto as Annexure ________.

iii. The Promoters may at their discretion develop the balance property in Phase III, as per the then prevalent control regulations. The tentative plans of development of the balance property in Phase III is as more particularly described in the proposed lay out plan in Phase III annexed hereto as Annexure ______.

iv. The location of the RG and other amenities will be as per the revised lay out plan annexed hereto as Annexure _______. The Amenities space handed over by the Promoters to MCGM for conversion from industrial to residential is as shown in brown wash in the plans (**Annexure C & D**) annexed hereto.

3. **AMENDMENT OF APPROVAL PLANS**:
The Promoters shall also be amending the approvals such that the proposal shall now stand restricted to the Project Property and the Project shall only mean to be the 2 buildings i.e. Wing A and Wing B, on the Project Property admeasuring 16,100 sq.mtrs, more particularly described in the _________ Schedule hereunder written. This Agreement is in respect of the 2nd Phase i.e. Wing B, being developed by the Promoters.

4. The Developers shall construct the buildings Wing A & Wing B on the Project Property as more particularly described in the Third Schedule hereunder written, i.e. Wing A & Wing B thereon known as "WHITE CITY" consisting of lower basement + upper basement + stilt + podium + 1st to 40th upper Floors of which 39 (Thirty Nine) are habitable floors and 1 (one) fire and service floor to be constructed on a common podium as the project.

5. As stated earlier, the Promoters are developing the Project Property in phases as follows:

a) In the 1st Phase, the Promoters are constructing Tower A on the portion of the Project property as more particularly shown in the lay out plan, annexed hereto.

b) In the II Phase the Promoters are constructing Tower B on the portion of the project Property as more particularly shown in the proposed lay out plan annexed hereto.

6. The Promoters have registered the Ist and IInd Phase of the said Project with the RERA Authority with the following details:

Phase I : ________________________

Phase II : _______________________

7. The Promoters shall be developing the balance portion in Phase III as per the then prevalant Development Control Regulations, which may be applicable. The proposed layout of Phase III on the balance portion is as more particularly shown in the proposed layout of the balance portion which is annexed hereto as Annexure ________.

8. The total FSI available for utilization of Phase I is 17172.31 sq.mtrs. and Phase II is 24101.10 sq.mtrs. The Promoters propose to use ____________ sq.mtrs. FSI in Phase III. The sanctioned FSI of Phase I i.e. 'A' Wing is 17172.31 sq.mtrs. and Phase II 'B' Wing is 24101.10 sq.mtrs.

9. The Purchasers are aware that the Promoters have obtained the requisite permissions from the Ministry of Environment and Forests (hereinafter referred to as the **"MoEF Permissions"**). The Purchaser is aware that the permission is 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 have complied with all such compliances and the Purchasers covenants with the Promoters that it shall comply with all the ongoing and recurring compliances as the assignee of the Promoters.

10. 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 to further 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 on the conditions set out in the recitals above and to have accepted the title thereto.

11. 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.: ______________________________________

12. The Purchaser/s hereby agree to acquire Flats/shops/premises No. ________ on _____ Floor in Wing B of the said Building admeasuring _____ sq. ft. (carpet area) as defined under Real Estate (Regulation & Development) Act, 2016, being Phase II, more particularly described in the Fourth Schedule hereunder written **"the said premises/said flat"** 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, which is _______ sq. ft. 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 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. Further the Location plan showing the said Property is annexed hereto and marked as **Annexure H**. The Purchaser/s has/have ascertained the said area. The said Flat has been agreed to be sold together with the common area and facilities appurtenant to the said flat/premises and the limited common areas and facilities 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.

13. The Development Control Regulation for the City of Mumbai 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.

14. Promoter have till date sold premises as per definition of carpet area in Development Control Regulation Mumbai. 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 Mumbai 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.

15. 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 confirms that the Promoters shall not be liable to provide any other specification, fixture, fittings and amenities in the said flat/premises.

16. The Promoters have represented and the Purchasers 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 to park their vehicle in a particular space, pending the handing over of the affairs to the Society. The Purchaser shall till then not be entitled to park their car in any other place than the space permitted. The Permission shall be subject to the confirmation of the Society.

17. 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 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii) Amount of Rs. __________ (Rupees ______________) (7.5%of the total consideration) to be paid to the Promoter on completion of 1st Basement of the building or wing in which the said premises is located

iii) Amount of Rs. ____________ (Rupees __________) (7.5% 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.

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 5th 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 10th 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 15th 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 20th 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 25th habitable floor of the building or wing in which the said premises is located.

x) Amount of Rs. ____________ (Rupees __________) (3% of the total consideration) to be paid to the promoter on completion of 30th 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 35th habitable floor of the building or wing in which the said premises is located.

xii) Amount of Rs. ____________ (Rupees __________) (2% of the total consideration) to be paid to the promoter on completion of terrace of the building or wing in which the said premises is located.

xiii) 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.

xiv) 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.

xv) 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.

xvi) 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. 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

18. 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.

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.

19. 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 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.

20. The Promoters have informed the Purchaser/s that they shall not be bound to obtain Completion Certificate from MCGM. The Purchaser/s shall accept Occupation Certificate or part Occupation Certificate for the building consisting of the said Flat and will take possession of the said Flat upon the Promoters intimating the Purchaser of they having obtained 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 occupation/part occupation certificate is issued shall be conclusive.

21. 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.

22. 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 concerned authorities even after the Society of the said Purchasers 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 purchasers 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 property 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.

23. 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 Flat 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.

24. 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

25. 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 and what is prescribed by the Municipal Corporation of Greater Mumbai/SRA 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 neighbouring properties not for any illegal or immoral purposes. The Purchaser shall use the stilt or open parking space only for purpose of keeping or parking the Purchasers own vehicle;

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 Purchasers nor will the Purchasers 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 /Said Larger Property/Project 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 seven days of such notice served individually or put up at some prominent place in the building.

v. After the possession of the said flat is handed over or after the flat is handed over for fit outs (whichever is earlier) to the Purchasers 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 agrees that such additions or alterations shall be allowed to be carried out by the Promoters at the own costs of the Promoters.

vi. Shall always keep the said flat/premises purchased by the Purchaser properly insured against loss or damage by the fire and/or any other risk and the Purchaser 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 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 and shall not put in any window ventilator or on the exterior of the said premises 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 not put window air conditioners,

xiv. Shall not put up the outer units of the split air conditioners on the outer face of the external walls and place the same only in the ducts specifically provided to keep the same.

xv. 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;

xvi. That the Promoters shall not be liable to execute any separate legal transfer in respect of the said flat/premises in favour of the Purchasers;

xvii. That so long as each flat/premises in the building shall not be separately assessed for municipal charges and water tax, the Purchaser/s shall pay a proportionate to the carpet area of the premises of the 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 Mumbai 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 Municipal Corporation of Greater Mumbai and other statutory bodies and shall indemnify and keep indemnified the Promoters against any loss or damages;

xviii. Shall maintain at his own costs the said flat/premises 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, Municipal Corporation of Greater Mumbai and Reliance Energy/Tata Power 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;

xix. Shall keep the said flat/premises 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;

26. Defect Liability:

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.

27. On taking over the said flat 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/premises 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 inspected the ready flat/premises and the whole property;

28. The Purchaser/s is/are informed by the Promoters that the arrangement for water supply has been made as per prevailing rules and regulations of MCGM 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 BMC and subject to any terms and conditions, which may be stipulated by BMC. 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 MCGM 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.

29. The Purchaser/s shall have no claim or right to any part of the said property or the First Phase Property or the Said Larger property and also to any part or parts of the said building other than the said flat/premises agreed to be taken by him/her/them. All lobbies, staircases, remain the property of the Promoters until the whole property is assigned and transferred to the Co-operative Society as the case may be as herein mentioned but subject always to the rights, reservations, covenants and easements in favour of the Promoters as herein provided. The transfer in favour of the Society shall be in respect of the balance property after handing over of reservations and the Owners portion building of the property more particularly described in the First Schedule hereunder written.

30. The Promoters have as an additional facility to the flat purchasers proposed to construct a Club House and Swimming Pool. The location of the Club House and the Swimming Pool shall be at the discretion of the

Promoters/Developers,. The Purchasers are aware that such facilities if provided by the Promoters shall be their exclusive property and the Purchasers shall only be entitled to use the same a mere Licensee on the terms and conditions as may be adopted by the Promoters. The Purchasers are further aware that such facilities shall be for the entire project. Presently, the Promoters are envisaging to construct 2 Wings i.e. A and B. When the Promoters shall at any time thereafter construct next phase/s, such Purchasers in the subsequent phases shall also be entitled to the use of such facilities of Club House and swimming pool or any other common facilities. The Purchasers herein have been suitably informed of this condition and have been further informed that the use of the Club House and swimming pool or any other common facilities is not the exclusive use of the Purchasers. The Promoters are entitled to relocate the same as stated herein or to an altogether different place.

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

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

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

34. The Purchaser hereby agrees 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 in proportion to the Area of the said flat/premises agreed to be purchased by the Purchaser and in determining such amount the decision of the Promoters shall be final, conclusive and binding upon the Purchaser.

35. The Purchaser 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 flat/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 flat/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/premises or any other flat/premises in case the Purchaser or other Purchaser or Purchasers shall have made any default in paying his/her/their share of water charges/tax and any other expenses of similar nature incurred thereto.

36. 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 Seventh Schedule.

37. The Purchaser agrees to sign and deliver to the Promoters before taking possession of the said flat/premises 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.

38. The Purchaser 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 Promoter 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.

39. The Promoter alone shall have a right to make additions and alterations to the said building or any part or part thereof including the said flat/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 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 plot or other land at any time in future or by use of TDR/FSI/fungible FSI and as may be permitted by MCGM 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 and the Purchaser hereby consent to the same. The Purchaser hereby agrees that he will agree to the Purchasers of such additional storey or structure being made members of the Co-operative Society. The Purchaser 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 flat/premises 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 Purchasers of the flat/premises 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 shall not be entitled to raise any objection or to seek any abatement in the price of the flat/premises agreed to be acquired by the Purchaser and/or to any compensation of damages on the ground of inconvenience or any other ground whatsoever including obstruction of air and/or light. The Purchaser hereby agrees that all necessary facilities, assistance and co-operation will be rendered by the Purchaser 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 BMC and the Purchaser hereby further agrees that after the proposed Co-operative Society is registered, the Purchaser as members of such Society shall accord his/her 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 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 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/premises and the building under construction and/or hereafter to be erected thereon.

40. Notwithstanding what is stated above, it is agreed that on the Flat Purchaser/s committing default in the payment of the consideration amount or any other amount which becomes due and payable by the Flat Purchaser/s to the Developer 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 Purchaser/s committing breach of any of the terms and conditions herein contained, the Developer shall be entitled, at its own option, to give to the Flat Purchaser/s 15 (Fifteen) days notice in writing to remedy the breach and in the event of the Flat 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 Purchaser/s shall cease to have any right or interest in the said flat or any part thereof;

(b) the Developer shall be entitled to sell the said flat to such other person or party or in such other manner deal with the said flat, as the Developer may deem fit, at such consideration and on the terms and conditions as Developer may in its/their absolute discretion deem fit;

(c) On the realisation of the sale consideration from the new Purchaser of the said flat the Developer shall refund to the Flat Purchaser/s the amount paid by the Flat Purchaser/s to the Developer in pursuance of this Agreement after deducting therefrom –

i) 5% (five percent) of the purchase price i.e. the earnest money of the said flat (which is to stand forfeited to the Developer.

ii) the taxes and outgoings, if any, due and payable by the Flat Purchaser/s in respect of the said flat upto the date of termination of this Agreement.

iii) the amount of interest payable by the Flat 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 Developer in finding a new buyer for the said flat.

(d) The Developer shall, in the event of any shortfall, be entitled to recover the said amounts from the Flat Purchaser/s. The Developer shall not be liable to pay to the Flat Purchaser/s any interest, compensation, damages, costs, otherwise. The said amount shall be accepted by the Flat Purchaser/s in full and final satisfaction of all his/her/their claim under this Agreement and/or in or to the said flat.

(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, 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 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 Purchasers in remedying such breach or breaches within fifteen days of such notice.

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

(i) Upon obtainment of the Occupancy Certificate from MCGM 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.

42. The Purchasers shall before taking possession of the said flat/premises over and above purchase price pay the following amounts to the Promoters:

(I)

(a) Rs.650/- (Rupees Six Hundred Fifty only) Share Money & Entrance 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, subject to its availability from MGL or its concerned authority

(f) Development charges @ Rs. ______________/- (Rupees ____ only) per Sq. Ft.

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

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

(III) (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.

(IV) (a) Amounts on account of MVAT on execution of this Agreement plus any increase because of statutory amendments.

(b) Amounts on account of Service Tax on execution of this Agreement plus any increase because of statutory amendments.

(V) Any levy or tax payable as may be applicable

43. The Promoters shall maintain a separate account in respect of payments made/expenses incurred as mentioned in sub clause II of clause 38 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.

44. Notwithstanding payment towards maintenance charges and other outgoings as provided in item (I) of the preceding clause hereto, the Purchaser shall, however, continue to be liable monthly outgoings as provided in Seventh Schedule hereto. The Promoters shall at their option be entitled to make payment of Municipal Taxes and other outgoings on behalf of the Purchasers out of the said deposit and the balance of the said deposit and other deposit shall be transferred to the proposed society to the credit of the Purchasers at the time of the transfer of the said property.

45. Over and above payment of professional charges for forming the proposed Co-operative Society for preparing Conveyance/Transfer document as per law and other documents in favour of such proposed Co-operative Society or for submitting the same to the provisions of the Maharashtra Apartment Ownership Act, 1970, as provided herein, the Purchasers 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 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. The transfer in favour of the Society shall be balance property i.e. after handing over set back areas, owners portion, deduction of amenity space etc. from the property, more particularly described in the Third Schedule hereunder written.

46. If after the possession of the said flat/premises offered to the Purchasers any additions or alterations, in or about or relating to the said building or any part thereof are at any time required to be made by the Government, Municipality or any Statutory, Public or Local Authority, the same shall be the responsibility of the Purchaser/s and all other Purchasers of the said flat/premises in the building shall be carried out by the purchasers in the said building at their costs and expenses and the Purchasers and other such Purchaser/s shall bear and pay the said in the proportion of the area of their respective flat/premises 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.

47. The Developers shall after all the flats in the buildings i.e. White City, Wing A & Wing B have been sold shall form one or more co-operative society or a body of Purchasers of all the flat/premises in the building White City Wing A & Wing B. The Purchaser agrees and undertakes to be a members 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 shall pay entrance fee and share monies to the Promoter of the said Society for becoming members thereof. If the Purchaser 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 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 Purchasers 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 Purchasers 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. The Purchasers agrees 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 Promoters 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 Purchasers and other Purchaser/s 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 Purchasers shall stand forfeited to the Promoters.

48. The Purchasers 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 Purchasers of tenements in the said flat/premises.

49. The Purchasers hereby agree to contribute and/or pay his 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.

50. Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchasers 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 and until they obtain previous consent in writing of the Promoters.

51. The said Building shall always be known as “WHITE CITY” and the name of the Condominium / Co-operative Society or Limited Company / Association to be formed shall always bear the same i.e. 'WHITE CITY',

and this shall not be changed without the written permission of the Promoters.

52. After the construction of the said 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 get the Owners to execute Conveyance as per law of the Said Property as described in paragraph 44 in favour of the Association of Purchasers either Society or any other body.

53. All letters, receipts, and/or notices issued by the Promoters and dispatched under certificate of posting to the address of the Purchaser/s be sufficient proof of receipt of the same by the Purchaser/s and shall fully and effectually discharge the Promoters.

54. 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) Act, 1963 and the Maharashtra Ownership Flat Rules, 1964, or the Maharashtra Apartment Ownership Act, 1970, 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, Mumbai and the Promoters shall attend to office of the Sub-Registrar of Assurances, Mumbai 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 flat/premises to the Purchaser/s.

55. The Purchaser shall whenever called upon by the Promoter execute the Deed of Apartment duly prepared and executed by the Promoter herein and attend the office of the Sub-Registrar of Assurances to register the said Deed of Apartment.

56. 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.

57. It is hereby agreed that the Promoters will be entitled to sell the flat/premises, 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 flat/premises for the aforesaid purpose by the Purchaser/s thereof.

58. The Purchaser/s agree/s and undertake/s to pay to the Promoters all outgoings, maintenance charges and taxes allocable to the said flat/premises 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.

59. In the event of any portion of the said property being required by the Reliance Energy Limited/TATA Power 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.

60. 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.

61. 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 Tenants, Purchasers.

62. It is expressly agreed by the Purchaser that any amount payable on account of service tax, VAT, LBT, GST or such other applicable taxes shall be borne and paid by the Purchaser alone over and above the consideration and the other sums payable under this Agreement. Any increase in BMC Tax namely taxes imposed by the Assessment and Collection Department of BMC etc. shall be borne and paid by the Purchaser alone.

63. 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.

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 Developers by Cheque/ Pay Order drawn in favour of the Developers for deposit before taking possession. The aforesaid condition will form part and parcel of fundamental terms of this agreement.

64. 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 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.

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

66. The Building proposed to be constructed on the said property is expected to be completed and possession of the said flat/premises 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) Stay Order issued by any court of Law, competent authority, MCGM, statutory atuthority.

(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

67. The Purchaser/s shall take over the said flat/premises within seven day of the Promoters giving written notice, intimating to the Purchaser/s that the said flat/premises is ready for occupation by making all the payments payable at the time of possession as provided herein.

68. 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 flat/premises agreed to be acquired by the Purchaser/s without prejudice to the Promoters other rights under this Agreement and/or laws. The Purchaser/s shall be liable to pay to the Promoters interest at the rate of 21% per annum on all amounts due and payable by him/her/them to the Promoters under the terms and conditions of this Agreement, if such amount or amounts remain unpaid for seven days or more after becoming due.

69. If the Purchaser/s neglect(s), omit(s) or fail(s) for any reason whatsoever to pay to the Promoters any of the amount due and payable by the Purchaser/s under the terms and conditions of this Agreement (whether before or after delivery of possession) 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 the Promoters shall be entitled to re-enter upon and resume possession of the said flat/premises and of every thing 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 part thereof and the Purchaser/s hereby agree to forfeit all his/her/their right, title and interest in the said Flat/Parking Space 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 in pursuance of this clause the Promoters shall also be entitled to sell and dispose off the said flat/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.

70. 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.

71. 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.

72. The Promoter shall in the event if they submit the building White City and the said Property to the provisions of the Maharashtra Apartment Ownership Act, 1970, shall make and execute various deeds of apartments with the various purchasers of flats/apartments in the building White City. The Purchaser agrees and undertakes to co-operate with the Promoter herein for the execution and registration of the various deed of apartments. The Promoter shall prior to the execution and registration of various deeds of apartments execute and register a declaration under section 2 of Maharashtra Ownership Apartments Act.

IN WITNESS WHEREOF the Promoters through their authorized representatives and the Purchaser hereto have hereunto set and subscribed their respective signature on the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Larger Property)

All those piece or parcel of land or ground being Plot No. 4, Survey No. 85, 86, 87 (part) of Village Akurli, Taluka Borivali and containing by admeasurement 46086.51 sq.mtrs. or thereabouts, situated at Kandivali (East), Mumbai 400 101, within the registration district and sub district of Mumbai City and Suburban.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Original Project Property)

All that piece or parcel of land or ground situate, lying and being at Village Akurli, Taluka Borivli bearing Survey No. 85, 86, 87 (part) corresponding to CTS No. 174-C, within the registration district and sub-district of Mumbai City and Suburban and containing by admeasurement 35680 sq.mtrs.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(PROJECT PROPERTY)

All that piece or parcel of land or ground situate, lying and being at Village Akurli, Taluka Borivli bearing Survey No. 85, 86, 87 (part) corresponding to CTS No. 174-C, within the registration district and sub-district of Mumbai City and Suburban and containing by admeasuring 16,100 Sq. Mtrs. and shown in black boundary in the plan Annexure 'C' and 'D'.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(BALANCE PROPERTY)

All that piece or parcel of land or ground situate, lying and being at Village Akurli, Taluka Borivli bearing Survey No. 85, 86, 87 (part) corresponding to CTS No. 174-C, within the registration district and sub-district of Mumbai City and Suburban and containing by admeasuring ___________ Sq. Mtrs. and shown in black boundary in the plan Annexure ‘C’ and ‘D’.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Said Flat)

Flats/Shops/Premises No. __________ on the _____ Floor in _____ wing in the building “WHITE CITY”, Wing B, being Phase II, which is being constructed on the property more particularly described in the Second Schedule hereinabove.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Common Areas 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.Marble flooring in hall.

4.Vitrified tiles and granite platform.

5.Concealed copper wiring with best quality fitting.

6.Concealed plumbing.

7.Geyser and wash basin in each bathroom.

8.Coloured tiles up to door level in bathroom and W.C.

9.Aluminium sliding window in hall and bedroom.

10.Common TV Antenna.

11.Beautiful Land Scaped Garden with playing amenities.

12. Split air-conditioners in living room and bedrooms.

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

THE EIGHTH SCHEDULE ABOVE 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 Real Estate Developers Private Limited)
In the presence of…)
1.
2.

SIGNED SEALED AND DELIVERED)
By the within-named “Purchasers”)
Mr./Mrs./M/s. ____________________________)
____)
____)
In the presence of………)
1.
2.

RECEIVED on the day, the month)
and the year first hereinabove written of)
and from the within-named Purchasers)
a sum of Rs. ________________)
(Rupees ___________________________________)
____)
being the amount as mentioned within
to be by him/her/them paid to us

WE SAY RECEIVED

For Rajesh Real Estate Developers Pvt. Ltd.

WITNESSES:

Director