

AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this_____ day of _____20_____**BETWEEN RAGHVENDRA CONSTRUCTION COMPANY PVT. LTD.**, a Private Limited Company incorporated and formed under the Companies Act, 1956 and having its office at 501, Holy Cross Apartment, Parsi Panchayat Road, Andheri (East), Mumbai 400069, through its directors and authorized representatives **(I) SHRI RAGHU MUDDU POOJARI AND (II) SHRI VIRENDRA BADRINATH TIWARI,III) KARMVIR RAJPUROHIT IV)SUDEEP SAHA** ALL adults, Hindu, Indian Inhabitant of Mumbai. Herein after referred to as the said “**OWNERS/ DEVELOPERS**” (which expression shall unless repugnant to the meaning and context thereof shall mean and include its successors and assigns) being the party of the **FIRST PART.**

AND

(I)Mr._____ /Mrs._____/ Miss._____ of Mumbai Indian Inhabitant, having their office/ residence at _____

_____hereinafter called “**THE PURCHASER/S**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her heirs executors, administrators and assigns)

OR

(II) MESSRS._____ a partnership firm, having their office at _____,

___hereinafter called **“THE PURCHASER/S”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs executors and administrators of the last surviving partner and their his or her assigns)

OR

(III) _____ LIMITED a company incorporated and registered under the provisions of Companies Act, 1956 and having its Registered Office at _____,

___ hereinafter called **“THE PURCHASER/S”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title and assigns) of the Other Part:

W H E R E A S

1. F.E. Dinshaw Trust, a registered Public Charitable Trust, hereinafter called as **“The Erstwhile Owners”**, since at all the relevant time and material time were the original Owners of and as such were absolutely seized and possessed of or otherwise well and sufficiently entitled to the larger piece and parcel of land and ground, situate, lying and being at village Malad, Taluka Borivali, M.S.D, at Malad (East), in the registration District and Sub-District of Mumbai Suburban District and bearing Survey no. 267 (Part), Hissa No. 1/1 Part and corresponding CTS. No. 610 (Part), which land is hereinafter referred to as **“The said Larger Plot”**.
2. The said Plot is duly converted into Non- agricultural Land by order dated **26th December, 1973** and further order dated **31st December, 1981** passed by the concerned Tehsildar.

3. The said Erstwhile Owners had applied for and obtained due approval and sanction from the **Hon'ble Charity Commissioner** vide Order dated **15th November, 1992** passed in **Application No.180 of 1991** filed under Section **36 (1)** of the **Bombay Public Trust Act, 1940**, for the sale and disposal of the said Plot.
4. By and under a duly stamped and registered Deed of Conveyance dated **14.12.1994** made and executed at Bombay by the said **Erstwhile Owners** (Therein referred to as the "Vendor") in favour of one **MR. NARENDRA SINGH NAHAR SINGH GOHIL** (Therein referred to as the "**Purchaser**") in respect of the part and portion of the said larger Plot, being all that piece and parcel of land and ground admeasuring **6,344 square meters** or thereabouts situate, lying and being at Village Malad, Taluka Borivali, Malad (East), in the Registration District and Sub-District of Mumbai City and Mumbai Suburban District and nearing **Survey No. 267 (Part), Hissa no.1/ 1 (Part)** corresponding **C.T.S. no. 610 (Part)**, and subsequently renumbered as **C.T.S. no. 610- A/ 1 / B** of village Malad, Taluka Borivali, MSD. Together with structures as standing thereon and also together with the benefit of the access and/ or the passage of **30' (feet)** wide (in width) and forming part of the said **Larger Plot**, as more particularly described in the Schedule thereunder written being the same as described in the **First Schedule** hereunder written and shown surrounded in **RED colored Boundary Line** on the Plan thereof annexed as **Annexure "___"** hereto. Hereinafter, for the sake of brevity and convenience, the said **C.T.S. no. 610 (Part)**, and subsequently renumbered as **C.T.S. no. 610-A/ 1/ B** of village Malad, Taluka Borivali, MSD. is hereinafter referred to as "**THE SAID PLOT**". The said Erstwhile Owners, thus sold, assigned, transferred, assured and conveyed the said Plot unto and in favour of the said NARENDRA SINGH NAHAR SINGH GOHIL for the valuable considerations and upon the terms, conditions as set out therein and put him into possession of the said Plot.
5. The said Deed of Conveyance dated **14th December, 1994** was duly lodged for registration under **Serial No. BBJ/ 2376/1994** with the Sub-Registrar of Assurances at Mumbai on the **16th December, 1994** and accordingly, the execution of the same was duly admitted by the parties thereto on **16th March, 1996**. The said NARENDRA SINGH NAHAR SINGH GOHIL thus became an absolute Owner of the said Plot as described in the First Schedule hereunder written.
6. The said access and/ or the said passage of 30' (feet) in width leading to the said Plot is also shown in **BURNT SIENNAH COLOUR** on the said

Plan at **Annexure “___”** hereto and for the sake of convenience hereinafter referred to as **“THE SAID ACCESS”**.

7. By virtue of the aforesaid Deed of Conveyance dated **14th December, 1994** as register on **16th March, 1996**, the said NARENDRA SINGH NAHAR SINGH GOHIL had filed the declaration as then required under Section **6 (i)** of the Urban Land (Ceiling & regulation) Act, 1976 bearing **File No. C/ ULC/ 6(i) / D-XV/ SR-XXII /338 /3094** for their permission to retain the said Plot as the retainable land, under the provisions of the said Urban Land (Ceiling & regulation) Act, 1976.
8. The **Deputy Collector and Competent Authority (ULC), Greater Mumbai** vide Order dated **14th June, 1994** has inter alia held that the said land (i.e. the said Plot), it is non- vacant land within the meaning of the said ULC Act, 1976 and further held that the provisions of Chapter III of the said ULC Act, 1976 was not applicable to the said Plot.
9. The said NARENDRA SINGH NAHAR SINGH GOHIL expired intestate, at Mumbai on or about **29th September, 1995** leaving behind him, **(1) Smt. Dharmistha Narendra Singh Gohil (his wife); (2) Smt. Nisha S. Singal nee Late Narendrasingh Gohil (married daughter); (3) Smt. Toral D. Sengar nee Late Narendrasingh Gohil (married daughter)** as the only heirs and legal representative, who ultimately succeeded and then became entitled to the said Plot by virtue of Hindu law of Succession, by which the said deceased NARENDRA SINGH NAHAR SINGH GOHIL was governed at the time of his death.
10. Upon the demise of the said Late NARENDRA SINGH NAHAR SINGH GOHIL, the aforesaid, his legal heirs viz: (1) Smt. Dharmistha Narendra Singh Gohil (his wife); (2) Smt. Nisha S. Singal nee Late Narendrasingh Gohil (married daughter); (3) Smt. Toral D. Sengar nee Late Narendrasingh Gohil (married daughter) had duly executed an **Irrevocable General Power of Attorney dated 28th December, 1995** unto and in favour of said **MR. RAGHU M. PUJARI** with respect to the said Plot inter alia to enable him to do various acts, deeds, matters and things as provided therein in respect to the said Plot described in the First Schedule hereunder written.
11. By virtue of the aforesaid Deed of Conveyance dated **12th December, 1994**, the said legal heirs of said NARENDRA SINGH NAHAR SINGH GOHIL had applied for the demarcation and fixation of the boundaries of the said Plot, for the separate **Extract of Property Register Card and City Survey Plan** of the said separated Property i.e. said Plot, insertion of their names in the Column of Holder in the Extract of Property

Register Card and for the issuance of a separate Property Card in respect of the said Plot described in the First Schedule hereunder written to the concerned City Survey Office instead of the said Erstwhile Owners as aforesaid and claiming through the said NARENDRA SINGH NAHAR SINGH GOHIL

12. Upon the demise of the said Late NARENDRA SINGH NAHAR SINGH GOHIL, the aforesaid, his legal heirs (through their said Constituted Attorney) got their names duly entered into the column of the Holder of the said Plot in the Property Register Card/ Rule Card in such capacity and other related revenue records in respect of the said Plot as maintained by the office of City Survey and/ or Tahsildar under the provisions of the Maharashtra Land Revenue Code, 1966.
13. Pursuant to the Orders vide Order no. **C/Off-7/ Amalgamation/Sub-Division/ S.R. 2933 dated 21st March, 1997 and M.R. no. 1211/97** passed by passed by the **District Collector, Mumbai Suburban District and Order dated 24th April, 1997 passed by City Survey Officers no. 5**, the "C.T.S. No. 610/A/1" was sub divided and new independent Property Register Card with respect to area admeasuring **6,344 sq. mts.** was issued as "**CTS. No. 610/A/1/B**" and the names of legal heirs of said NARENDRA SINGH NAHAR SINGH GOHIL was entered in the Extract of Property Register Card with respect to the said Plot.
14. While demarcating the said boundaries of the said Plot previously bearing CTS. no 610 (Part) of village Malad and bifurcating/ separating the said Plot from the said Larger Plot, the previous Extract of the Property Register Card /Rule Card was re-changed/ renumbered corrected and updated as New C.T.S. No "**610-A /1 /B of village Malad**".
15. The City Survey Officer, MSD by his letter dated **26th October, 2004** under Notification dated **30th July, 1981** issued by Government of Maharashtra and further Notification dated **14th September, 2001** as issued by Government of Maharashtra, the **Non-Agricultural Tax** for the entire Plot area **6,344 sq. mts.** were re- calculated and levied for the period 1.8.2001 to 31.7.2006 as recorded in the Extract of Property Register Card on **29th December, 2005**.
16. The said Owners/ Developers through their **Architect Gajjar and Associates** have applied for and obtained Development Plan Remarks from the office of the **Chief Engineer (Development Plan)** under **File no. CHE/1465/DPWS/P/N/** dated **8th October, 2008**, which shows

that the said Plot is falling under Residential Zone (R). The copy of the said **D.P. Remark** is annexed hereto and marked as **Annexure "B"**.

17. Thus, the said legal heirs of said NARENDRA SINGH NAHAR SINGH GOHIL i.e. said (1) Smt. Dharmistha Narendra Singh Gohil (his wife); (2) Smt. Nisha S. Singal nee Late Narendrasingh Gohil (married daughter); (3) Smt. Toral D. Sengar nee Late Narendrasingh Gohil (married daughter), became the Owners of and absolutely seized possessed and/ or otherwise well and sufficiently entitled to the said Plot bearing Old CTS. no. 610 (part) and New CTS. No. 610 /A/1/B, admeasuring 6344 sq. mts. , as described in the First Schedule here under written.
18. In the premises aforesaid, the Owners/ Developers herein have approached the said pre-deceasors in title i.e. (1) Smt. Dharmistha Narendra Singh Gohil (his wife); (2) Smt. Nisha S. Singal nee Late Narendrasingh Gohil (married daughter); (3) Smt. Toral D. Sengar nee Late Narendrasingh Gohil (married daughter) and offered to purchase the said Plot together with the existing structures on what is commonly known as **"AS IS WHERE IS BASIS"** and in fact purchased and acquired the same for the lump sum price and consideration and upon the terms, conditions and covenants more particularly set out in the duly stamped and registered Deed of Conveyance dated **3rd February, 2005**, made and executed by and between the said (1) Smt. Dharmistha Narendra Singh Gohil (his wife); (2) Smt. Nisha S. Singal nee Late Narendrasingh Gohil (married daughter); (3) Smt. Toral D. Sengar nee Late Narendrasingh Gohil (married daughter) (therein described as the **"Vendors"** and the Owners/ Developers herein(therein described as **"the Purchasers"**). The said Deed of Conveyance dated **3rd February, 2005** was duly stamped and registered before the **Sub -Registrar, Borivali- 1, MSD** bearing Registration Serial No.**BDR-2-00937-2005** dated **21.02.2005 (Receipt No. 943)**. The said Owners/ Developers have paid the entire considerations to their Vendors and have been put to possession of the said Plot on **"As is Where Is Basis"**. The said Deed of Conveyance dated **3rd February, 2005** is valid, subsisting and binding upon the parties and the same had not been cancelled, revoked and or terminated and/ or the terms thereof had not been breached.
19. Pursuant to the Aforesaid Deed of Conveyance dated 3rd February, 2005, the Owners/ Developers had applied for and got their names duly entered and recorded in the Column of Holders in the Extract of the Property Register Card of the said Plot and also other related and concerned revenue records. The copy of the **Property Register Card** showing the name of the said Owner/ Developer with respect to the said

Plot is annexed hereto and marked as **Annexure “___”**. The copy of the **City Survey Plan** with respect to the said Plot with New C.T.S. no 610/A/1/B (formerly numbered as C.T.S.no.610 (Part)) showing the **Boundary** thereon are also annexed hereto and marked as **Annexure “___”**.

Thus The said Owners/ Developers thus became the absolute Owners of or otherwise well and sufficiently entitled to the said Plot admeasuring **6,344 sq. mts**

20. **The said Plot admeasuring 6344 sq. mtrs. is further subdivided into slum occupied area admeasuring 1375 sq mtrs and non- slum occupied area admeasuring 4969 sq mtrs by the said Owners/ Developers as per the Submission of layout and Subdivision Order no. C/Off-7/ A/LND/PV/ S.R.B 4947 dated 08th August, 2013 and passed by passed by the District Collector, Mumbai Suburban District and VIDE Order dated 27th March, 2014 M R NO 462/2014 passed by City Survey Officers , the “C.T.S. No. 610/A/1/B ” was sub divided and Two independent Property Register Card having CTS No 1) 610 A/1B/1 area admeasuring 4969 sq. mts. 2) 610 A/1B/2 area admeasuring 1375 sq. mts. Slum Declared Area , Both CTS No totally admeasuring 6344 sq mtrs was issued by the CT Survey Office . The copy of the **Property Register Card** and CTS Plan showing the name of the said Owner/ Developer with respect to the said two Plot is annexed hereto and marked as **Annexure “___”**.**

21. **The Owners proposed to construct separate building in the Slum Occupied area on the Part of the said Plot admeasuring 1,375 sq. mts. under separate scheme (Slum Rehabilitation Scheme) and LOI No SRA/ENG/2681/PN/PL/LOI Dated 24th July 2014 issued by the Slum Rehabilitation Authority . The Owners/ Developers shall be constructing the said proposed building in the Non- slum occupied area admeasuring 4,969 sq. mts. as more particularly shown on the layout Plan.**

22. The Owners/ Developers have appointed **MR. ASHOTOSH KANE** as their Architect for the said project and entered into standard agreement with said Architect as registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.

23. The Owners/ Developers have appointed Structural Engineers **M/S. ASC ASSOCIATES (MR. VIKAS GOKHALE)** for the preparation of the structural design and drawings of the buildings and the Development shall be under the professional supervision of the Architects and the Structural Engineers till the completion of the building/s;
24. The Developer are in process to construct a proposed new building/project by utilizing available F.S.I. on the said Plot, and/or utilizing/ procuring Premium FSI/ TDR FSI/ Fungible FSI or any other FSI increased by Government in future, as per the Development Control Regulations of Greater Bombay, 1991, and as per the Notifications issued by the Government of Maharashtra,.
25. The Owners/ Developers have applied for the approval and sanction of the proposed building Plans and specifications, which was granted vide 1)**Intimation of Disapproval** (IOD) bearing no **CHE /A- 0380/ BP (WS)/ AP of 2013- 2014 dated 20.04.2013** 2) **Intimation of Disapproval** (IOD) bearing no **CHE /A- 0379/ BP (WS)/ AP of 2013- 2014 dated 20.04.2013** by the EEBP (W.S) P - Ward, MCGM with respect to the proposed buildings to be constructed on the said Plot. The copy of the said **IOD** is annexed hereto and marked as **Annexure “__”**.
26. The project to be constructed on the said plot/ property will be known as Raghvendra Empire consisting of Three wings/ Buildings Known as 1)Raghvendra Royal (A wing) 2) Raghvendra Ellite (B Wing) 3) Raghvendra Imperial (C wing) .
27. The development of the said Project RAGHVENDRA EMPIRE by constructing Three wings/ Buildings Known as 1)Raghvendra Royal (A wing) 2) Raghvendra Ellite (B Wing) 3) Raghvendra Imperial (C wing) with such proposed amendments thereto as set out in Recital Q hereunder is proposed as a **“Real Estate Project”** by the Developer and the Developer is in process of registering it as a ‘Real Estate Project’ (hereinafter referred to as **“the Project”**) with the Maharashtra Real Estate Regulatory Authority (hereinafter referred to as **“the Authority”**), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **“RERA”**) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (hereinafter referred to as **“RERA Rules”**). The Developer will be making the necessary applications for the registration of the Project;

28. A copy of the Report on Title dated _____ read in respect of the title of the Developer, to the said property issued by Satish Nagvekar , Advocates is hereto annexed and marked as **Annexure “_____”**, the copies of the Property Cards showing the nature of the title of the Developer to the said property have been annexed hereto and marked as **Annexure “_____” collectively;**

29. On demand from the Purchaser, the Developer has given inspection to the Purchaser and the Purchaser has obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to all the original documents of title relating the said New Building and all the plans, designs, construction schedule of the Project and specifications prepared by the Developers' Architects and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (“**MOFA**”) and Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) (hereinafter collectively referred to as “**the said Acts**”) and the Rules made thereunder and of such other documents as are specified under the RERA and the RERA Rules and Regulations made thereunder.;

30.

31. The Purchaser/s has/have inspected the sanctioned building plans, the Reports on Title, property cards and on being fully satisfied with the same is/are desirous of acquiring Shop / Office / **Flat No.**_____ **on the** _____ **floor** _____ wing of the Project Named Raghvendra Empire in the building named Raghvendra _____(____ Wing) being

constructed on the said property as described in _____

SCHEDULE hereunder written and has requested the Developer the allotment of the said Shop / Office / Flat;

32. The Developer has agreed to sell to the Purchaser/s the said Shop / Office / Flat No. _____ admeasuring _____ sq.ft., of carpet area equivalent to _____ sq.mtrs on the _____ floor, _____ wing of the Project named Raghvendra Empire in building named **“Raghvendra _____(_____Wing)”**, more particularly described in the _____ **SCHEDULE** hereunder written, at or for the consideration and subject to the terms and conditions set out hereinafter, a copy of the floor plan whereof is hereto annexed and marked as **Annexure “_____”**, whereon the said _____ has been shown by red out-line;

A. The Developer has agreed to sell to the Purchaser from and out of the Developer's Allocation and the Purchaser has agreed to purchase and acquire from the Developer the said Premises No. _____ on the _____ floor in the “_____” Wing admeasuring

(a) _____ Sq. mtrs Carpet area as per MOFA;

(b) _____ Sq. mtrs Carpet area (net usable area) as per RERA.

33. The Purchaser/s have prior to the execution of these presents paid to the Developer a sum of Rs. _____/- (Rupees _____)

only), being part of the sale price of the Shop / Office / Flat agreed to be sold by the Developer to the Purchaser/s as advance payment or deposit (the payment and receipt whereof the Developer doth hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Developer the balance of the sale price in the manner hereinafter appearing;

34. Under Section 4 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, and Real Estate (Regulation and Development) Act, 2016 ("**RERA**") (hereinafter collectively referred to as "**the said Acts**") the Developer is required to execute a written agreement for sale of the said Shop / Office / Flat to the Purchaser/s being these presents and also to register the said Agreement under the Registration Act.

35. Under section 13(1) of the RERA, the Developer are required to execute a written Agreement for Sale of the aforesaid flats / premises / blocks / pent houses to the Purchaser, being in fact these presents and also to register this Agreement under the Registration Act, 1908;

36. The parties hereto, are desirous of recording the terms and conditions agreed upon between them, by these presents.

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

1. The recitals contained above form an integral and operative part of this Agreement, as if the same were set out and incorporated herein verbatim. The Purchaser/s hereby confirms that he /she/ it/ they has/have fully read and understood the foregoing recitals and has/have agreed that the Developer shall be entitled to develop the said property and the Purchaser/s will not object to the same. The Purchaser/s also confirm, agree and declare that the consideration agreed to be paid by them under this Agreement, is in respect of the ‘ premises’ hereinafter mentioned as also in the common fixtures, fittings and certain amenities and he/she/it/they shall have no right or claim and/or will not make any claim on any other portion of the said building or the land comprised in the said property more particularly described in the _____ Schedule hereunder written

37. The Developer shall construct the project named as Raghvendra Empire consisting of Three wings/ Buildings Known as 1)Raghvendra Royal (A wing) 2) Raghvendra Ellite (B Wing) 3) Raghvendra Imperial (C wing) .

38. The said project named as Raghvendra Empire consisting of Three wings/ Buildings Known as 1)Raghvendra Royal (A wing) 2) Raghvendra Ellite (B Wing) 3) Raghvendra Imperial (C wing) shall be constructed by the Developer on the property more particularly described in the _____ **SCHEDULE** hereunder written, in accordance with the plans, designs and specifications sanctioned by the Brihanmumbai

Municipal Corporation (BMC) and other concerned authorities and/or as amended by the Developer, from time to time, using and consuming entire FSI i.e. FSI originating from the said property (basic FSI) and FSI by way of Transfer of Development Rights ("**TDR FSI**") and FSI by way of any other policy/scheme of Government **PROVIDED ALWAYS** and it is hereby expressly agreed that, if at any time in future, the said property becomes entitled to avail of any increased/additional FSI, in any manner whatsoever, the Developer shall be entitled to utilize the same for constructing additional floors, and the Purchaser/s have granted his/her/their express consent to such additional construction of the floors/areas by executing this Agreement but with the express understanding that the total area of the Shop / Office / Flat agreed to be acquired by them is not reduced in any manner whatsoever and howsoever.

2. The Purchaser/s hereby confirm that, before execution of this Agreement, the Developer has made full free and complete disclosure of the following and that the Purchaser/s have agreed to and accepted the same:-

(a) The Developer is the absolutely entitled to the development rights in respect of the said property more particularly described in the _____ Schedule hereunder written;

- (b) The nature of the right, title and interest of the Developer in respect of the building to be constructed on the said property, along with all the relevant documents are as referred in the recitals hereinabove;
- (c) The plans and specifications have been duly approved and sanctioned by BMC in respect of the said building to be constructed on the said property;
- (d) The said building is being constructed by utilizing the entire FSI available in respect of the said property and in case if anytime in future any increased/ additional FSI is available, the Developer shall be entitled to utilise the same for constructing additional floors/buildings;
- (e) Various amounts which are to be paid, inter-alia, towards maintenance charges, legal charges, expenses including all premiums, deposits to be paid / already paid to the concerned authorities, statutory provision regarding stamp duty and registration charges etc. as are for the time being in force; and
- (f) The terms, conditions, covenants and stipulations contained in the documents referred hereinabove and to be performed fulfilled complied with and observed by the Purchaser/s;

The Purchaser/s is/are entering into this agreement with the full knowledge of the aforesaid and other terms and conditions

contained in these presents and on the specific representation by the Purchaser that he /she/ it/ they shall abide by the same.

4. The Developer shall sell and transfer to the Purchaser/s, subject to the provisions of these presents, the Shop / Office / Flat No. _____ admeasuring _____ sq. ft. of carpet area equivalent to _____ sq. mtrs., ("the said premises") shown by red boundary line on the floor plan being **Annexure "_____"** hereto on the _____ floor, building known as Raghvendra _____ wing of the said Project Known as **"Raghvendra Empire"** (the said project), being constructed by the Developer, on the said property which are more particularly described in the _____ **SCHEDULE** hereunder written **TOGETHER WITH** the proportionate undivided share, right, title and interest in the common areas, amenities and facilities of the said building, which are more particularly described whereof is hereto annexed and marked as **ANNEXURE "____"** hereunder written which common areas, amenities and facilities are intended to be used in common with the Developer and/or the nominee / allottee / transferee of the Developer (all of which are hereinafter collectively referred to as **"the said premises"**) at or for total consideration amount of Rs. _____/- (Rupees

_____ only). The Purchaser/s has/have on or before execution of these presents paid a sum of Rs. _____/- (Rupees _____ only) as earnest money or deposit / part payment to the Developer. The balance

consideration of Rs. _____/-
(Rupees _____ only) shall be
paid in the manner set out hereinbelow.

5. The Purchaser/s agrees to pay to the Developer the said consideration or purchase price of Rs. _____ /- (Rupees _____ only) in the manner following:

(a) A sum of Rs. _____/- (Rupees _____
_____ only) (on or
before the execution of this agreement.

(b) The balance sum of Rs. _____/- (the total consideration amount) in part-payment, which part-payments shall be made in the manner and by installments as more particularly specified below:

i) Rs. _____/- (Rupees _____) on completion of plinth (i.e.10%)

ii) Rs. _____/- (Rupees _____)

_____ on completion of first slab (i.e.10%)

iii) Rs. _____/- (Rupees _____) on _____

completion of 2nd Slab (i.e.10%)

v) Rs. _____/- (Rupees
_____) on

completion of 3rd Slab (i.e.10%)

vi) Rs. _____/- (Rupees
_____) on

completion of 4th Slab (i.e.10%)

vii) Rs. _____/- (Rupees
_____) on

completion of 5th Slab (i.e.10%)

viii)Rs. _____/- (Rupees
_____) on

completion of 6th Slab (i.e.10%)

xi) Rs. _____/- (Rupees
_____) on

completion of 7th Slab (i.e.10%)

x) Rs. _____/- (Rupees
_____) on

completion of External and Internal plaster (i.e.10%)

xi) Rs. _____/- (Rupees
_____) on

completion of flooring (i.e.5%)

xii)Rs. _____/- (Rupees
_____) on

Doors & Windows (i.e.4%)

xxiv)Rs._____/-(Rupees
_____)

being the ultimate balance of the purchaser price against
delivery of possession of the said premises. (i.e.1%)

The above instalments shall become due on commencement of the
respective work of each item mentioned herein above.

6. If the Purchaser/s commits default in payment of any of the
installments becoming due as aforesaid on their respective due
dates (time being the essence of the contract) and/or in observing
and performing any of the terms and conditions of this Agreement
and if the default continues inspite of 15 (fifteen) days notice in
writing sent by the Developer to the Purchaser/s, the Developer
shall be at liberty to terminate this Agreement, in which event, the
said deposit or earnest money paid by the Purchaser/s to the
Developer shall stand forfeited. The Developer shall however, on
such termination, return to the Purchaser/s the installments of
part payment paid as mentioned herein above if any, which may
have till then been paid by the Purchaser/s to the Developer, but
without any further amount by way of interest or otherwise. On the
Developer terminating this Agreement under this clause, they shall
be at liberty to sell and dispose off the said premises to any other
person/s as the Developer deem fit, at such price as the Developer
may determine and the Purchaser shall not be entitled to question
such sale or to claim any amount from the Developer on that
account.

7. Without prejudice to any other rights of the Developer under this Agreement and/or in law, the Purchaser/s shall be liable to pay to the Developer an interest at the rate of 18% (eighteen per cent) per annum on all amounts due and payable by the Purchaser under this Agreement, if any such amount remains unpaid after becoming due.

8. The possession of the said premises shall be delivered to the Purchaser after the said premises are ready for use and occupation. PROVIDED ALL the amounts due and payable by the Purchaser under this Agreement are paid to the Developer. The Purchaser shall take possession of the said premises within 7 (seven) days of the Developer giving written notice to the Purchaser intimating that the said premises are ready for use and occupation.

9. (a) The Possession of the said premises shall be delivered by the Developer to the Purchaser/s by_____.

(b) The Developer shall be entitled to a reasonable extension of time if they are unable to deliver the possession of the said premises by the aforesaid date, if the completion of the project is delayed, by reason of non-availability of steel or cement or other building materials or water supply or electric power or by reason of war, civil commotion or any act of God or if non-delivery of possession is as a result of any notice, order, rule or notification of

the Government and/or any other public or competent authority or for any other reason beyond the control of the Developer and in any of the aforesaid events the Developer shall be entitled to a reasonable extension of time for giving the possession of the said premises to the Purchaser/s.

10. If for any reason the Developer is unable or fail to give possession of the said premises to the Purchaser/s within the date specified in clause 9 (a) hereinabove, or within any further date or dates agreed to by and between the parties hereto, then and in such case, the Purchaser/s shall be entitled to give notice to the Developer terminating the Agreement, in which event, the Developer shall within 2 (two) weeks from the receipt of such notice refund to the Purchaser/s the aforesaid amount of earnest money or deposit and such further amounts, if any, that may have been received by the Developer from the Purchaser as an by way of installments of part-payment in respect of the said premises, as well as simple interest on such amounts at the rate of 9% (nine per cent) per annum from the date of receipt till repayment. Neither party shall have any other claim against the other in respect of the said premises or arising out of this Agreement and the Developer shall be at liberty to sell and dispose off the said premises to any other purchaser/s /person/s at such price and upon such terms and conditions as the Developer may deem fit. If as a result of any legislative order or regulation or direction of the Government or public authorities, the Developer is unable to complete the aforesaid

building and/or give possession of the said premises to the Purchaser, the only responsibility and liability of the Developer will be to pay over to the Purchaser/s the total amount attributable to the said premises and other spaces that have been received by the Developer, and save as aforesaid neither party shall have any right or claim against the other under or in relation to this Agreement, or otherwise howsoever.

11. Upon the possession of the said premises being delivered to the Purchaser/s, he /she/ it/ they shall be entitled to the use and occupy the said premises. Upon the Purchaser taking possession of the said premises he /she/ it/ they shall have no claim against the Developer in respect of any item of work in the said premises, which may be alleged not to have been carried out or completed. The only liability of the Developer shall be the statutory liability under Section 7(2) of the Maharashtra Ownership Flats Act, 1963.and RERA ACT OF 2016.

12. From the date of taking possession of the said premises, the Purchaser/s shall be bound and liable to bear and pay all taxes and charges for electricity and other services and the outgoings payable in respect of the said premises as mentioned hereinbelow.

13. The Purchaser agrees and binds himself/herself/itself/themselves to pay regularly every month, by the 5th day of each month, to the Developer until the conveyance of

the said Property is executed in favour of a Co-operative Society or a Limited Company or Apex Co-Operative Society or Condominium as aforesaid and thereafter the Co-operative Society or the Limited Company, or Apex Co-Operative Society or Condominium as the case may be, the proportionate share that may be decided by the Developer or the Co-Operative Society or the Limited Company, or Apex Co-Operative Society or Condominium as the case may be for (a) Insurance Premium (b) All Municipal and other taxes that may from time to time be levied in respect of the said property and/or building including water taxes and water charges and (c) Outgoings for the maintenance and management of the estate, and the amenities, common lights and other outgoings such as collection charges, charges for watchmen, sweeper and maintenance of accounts, incurred in connection with the said property and the said building alongwith service tax as applicable. The Purchaser agrees and binds himself to pay to the Developer his provisional monthly contribution of Rs._____/ - per month towards the aforesaid outgoings.

14. The shop/ office/ flat purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Developer the following amount:

- i) Rs.15,000/- for legal charges;
- ii) Rs.500/- for share money, application entrance fee of the society or Limited Company or Apex Co-Operative Society or Condominium;

- iii) Rs.15,000/- for formation and registration of the society or Limited Company or Apex Co-Operative Society or Condominium;
- iv) Rs.35,000/- development charges;
- v) Rs._____/ - for proportional share or taxes and other charges and outgoings for 12 months.
- vi) Rs.8,000/- Mahanagar Gas Line connection;(D.D/cheque in favour of **“Mahanagar Gas Ltd”**
- vii) Rs.6,000/- Premium and deposits payable to Reliance Energy and to MCGM etc.

14. The Developer shall utilise the sum of Rs._____/ - (Rupees Twenty thousand only) paid by shop/ office/ flat purchaser to the Developer for meeting all legal cost, charges and expenses including professional costs of the attorneys at law/ advocates of the Developer in connection with formation of the said the society or Limited Company or Apex Co-Operative Society or Condominium, as the case may be, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the Conveyance or Deed of Assignment or Lease.

16. The said premises is intended and shall be used for residential / commercial purposes only as mentioned in clause no2 here in above and the Purchaser/s shall not use the said premises or any part or portion thereof for any other purposes whatsoever. The Purchaser/s shall use the parking space/s allotted to him/her/it/them only for the purpose of keeping or parking the Purchaser's own vehicle and for no other purpose and the parking space/s and the said premises shall always be sold/transferred together and not separately for any reason whatsoever.

17. The Purchaser/s shall not be entitled to change the elevations of the building and the said premises and shall maintain the same in the same form as the Developer has constructed and not at any time alter the said elevations in any manner whatsoever without the prior consent in writing from the Developer.

18. The fixtures, fittings and amenities to be provided in the said premises and the materials to be used in the construction of the said building and the specification of the said building are those as set out in the **ANNEXURE “___”** hereunder written and the Purchaser/s has/have satisfied himself/ herself/ itself/ themselves about the design of the said premises and also about the specifications and amenities to be provided therein.

19. The Purchaser/s shall from the date of possession maintain the said premises at his/her/its/their cost in a good and tenantable

repair condition and shall not do or suffer to be done anything in or to the said premises, and/or common passage, or the compound which may be against the rules or bye-laws of the BMC or any other authority.

20. The Purchaser/s shall have no claim whatsoever except in respect of the said premises hereby agreed to be acquired. It is hereby expressly and specifically agreed by the parties herein that all other open spaces, staircases, lobbies, unallotted premises and other spaces, terrace, garden etc. shall remain the property of the Developer till the said property and the said Building “**Raghvendra _____(— Wing)**” are transferred to the Co-Operative Society or Limited Company or Apex Co-Operative Society or Condominium as the case may be.

22. The Developer shall be at liberty to form independent societies for each wing and such societies shall form an Apex society consisting of all such individual societies. In case the Developer opts to form such individual societies, then in that event, the Conveyance of the said property shall be executed by the Developer in favour of the Apex Society formed by the Individual Societies.

23. It is also clearly understood and agreed by and between the parties hereto that the title in favour of the Co-Operative

Society/Limited Company/ Apex Co-Operative Society or
Condominium shall be the conveyance of the said Property.

24. Nothing contained in these Presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said premises or of the said Property, hereditaments and premises or any part thereof or of the said Building/s thereon or any part thereof.

25. The parties hereto specifically declare and confirm that:

a) The Purchaser/s had inspected the said property and has ascertained for himself/herself/itself/themselves that the construction of the said Building is still in progress and the said premises are not yet fit/ready for use and occupation.

b) Occupation Certificate/Building Completion Certificate in respect of the said Building/s has not yet been issued by the B.M.C. as required by law and consequently under the provisions of section 3(2) (i) of the Maharashtra Ownership Flats Act, 1963, AND RERA ACT OF 2016 the Developer is not entitled to allow the Purchaser/s to enter into the possession of the said premises and the

Purchaser/s is prohibited from taking possession of the said premises till such certificate is given by the B.M.C. authorities.

26. The Purchaser for himself / herself / itself / themselves and his/her/its/their nominee/s, heirs, executors, administrators and assigns and to the intent that the covenants herein contained shall be binding upon all the persons in whose hands the said premises shall come, hereby covenant/s as follows:-

- a. **TO USE** the said only for residential / commercial purpose;
- b. **TO USE** the stilt Tower car parking space/ Pallet allotted to the Purchaser/s only for parking his/her/its/their own vehicle and for no other purpose;
- c. **TO CONTRIBUTE** proportionately, along with the other occupants, towards the costs and expenses of maintenance, repairs and periodic external painting of the said building;
- d. **NOT TO DO** or permit to be done in or upon the said premises or any portion of the said Building, or any act, deed or thing which shall cause nuisance annoyance, disturbance, danger or inconvenience to the other occupants/allottees of other premises of the said Building;

- e. **TO MAINTAIN** the said premises at his/her/its/their own cost in good tenantable repair and condition from the date of taking possession thereof and not to do or suffer to be done anything in or upon the said premises and the said Building, its staircase or any passage which may be against the rules and regulations of the concerned local or any other authority or which may change/alter or make additions in or to the said premises or any part thereof;
- f. **NOT TO AFFIX** any sign boards, neon lights or advertisements either on the terrace or on the exterior of the said Building or on the compound wall or otherwise in and or upon the said Property and not to fix any grills outside the premises;
- g. **NOT TO STORE** in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority, and not to carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the said building, including entrances of the said Building; and in case any damage is caused on account of negligence or default

of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and for rectifying such damage and restoring the damaged portion to its original condition and to keep the Developer, occupants/allottees of the premises of the said Building indemnified from and against any loss, damage or liability that may be caused or occur by aforementioned acts or negligence in respect thereof;

h. **TO CARRY OUT**, at his/her/its/their own cost, all internal repairs to the said premises and maintain the same in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the said Building in which the said premises is situated or in respect of the said premises, which may be in contravention of the Rules and Regulations of the concerned local authority or any other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be solely responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

i. **NOT TO DEMOLISH** or cause to be demolished the said premises or any part thereof, nor at any time to make or cause to be made any addition or alteration of whatever nature in or to the said premises or any part

thereof, nor any alteration in the elevation and outside colour scheme of the said Building, in which the said premises is situated and to keep the portion, sewers, drains, pipes in the premises and appurtenances thereof in good tenantable condition, so as to support, shelter and protect the other part of the said Building without prior written permission of the Developer and the proposed society/ limited company / Apex Co-Operative Society or Condominium /BMC and other bodies and authorities as the case may be;

- j. **NOT TO DO** or permit to be done any act or thing which may render void or voidable any insurance of the said property and the said Building or any part thereof or whereby any increased premium shall become payable in respect of the insurance, or which is likely to cause nuisance or annoyance to other users and occupiers of the other premises in the said building;
- k. **NOT TO THROW** dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or in any portion of the said Property and the said Building, in which the said premises is situated;
- l. **NOT TO KEEP** anything in the common passage, staircases, terraces, walls or any other common place and not to hang any sign boards, hoardings, name

boards etc., in passage or inner or outer wall of the said Building;

- m. **NOT TO DEMAND**, at any time, partition by metes and bounds of the Purchaser/s interest in the said premises and/or the said Building, it being an express and specific intention of the Parties hereto that the interest of the occupants in the said premises and in the said Building shall always be impartible;
- n. **TO BECOME A MEMBER** of the proposed co-operative society/ Association/organization/ Apex Co-Operative Society or Condominium which shall be formed of all the premises holders in the said Building for the purpose of management and maintenance of the said Building and for payment of all outgoings in respect thereof and for that purpose to execute all such documents as may be necessary from time to time;
- o. **NOT TO TRANSFER** or assign the benefit of this Agreement or the Purchaser's interest in the said premises to any person or party whatsoever, until all dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up and even after such payment, only if the Purchaser/s has/have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and that to not without the written permission of the Developer;

- p. **TO PAY** to the Developer, within seven days of the demand made by the Developer, his/her/its proportionate share of security deposit/premium/betterment charges/development levies demanded by concerned local authority or Government for giving water/electricity or any other services connection to the Building;
- q. **NOT TO USE** the refuge area provided in the said Building for any purpose whatsoever as the same is exclusively provided for a refuge in case of fire in the said Building;
- r. **NOT TO DO** any act or deed which shall be in violation of the terms and conditions attached to the various sanctions/approvals/NOCs etc. set out in the recitals hereinabove;
- s. **NOT TO RAISE** any dispute or objection in respect of the Developer giving the premises in any wings/buildings to any person or party on leave and licence basis or as a guest house or as transit accommodation to authorized representatives of Corporate entities or any such third person or party.

27. The Purchaser/s shall indemnify and hold safe harmless and indemnified the Developer and the occupants of the said building of from and against a breach of the covenants aforesaid by the Purchaser/s.

27 (a) The Purchaser have granted his /her /their express consent to amalgamate the said property with the adjoining property . this consent is irrevocable till the formation of co op society of the adjoining property .

28. Till the time the Society or Limited Company or Apex Co-Operative Society or Condominium is formed and registered, the Developer shall have the right to give for the purpose of advertising open spaces in the said property including on the terrace of any or all of the wings either by putting up support and/or using compound walls for the said purpose on such terms and conditions as the Developer may desire. The said right shall continue to subsist even after the property is conveyed to the society or Limited Company or Apex Co-Operative Society or Condominium and the same shall be incorporated in the proposed conveyance. The Developer shall pay a sum of Rs.11/- per year to the society or Limited Company or Apex Co-Operative Society or Condominium to be formed after the said property is conveyed to the society or Limited Company or Apex Co-Operative Society or Condominium as such provided that if any municipal rates, taxes, ceases, assessments are imposed on the society or Limited Company or Apex Co-Operative Society or Condominium in respect of any advertisement/ hoarding/ tower put on the open spaces terrace or any other portion of the said property, the same shall be borne and paid wholly to the Developer or its nominee. The Developer or its nominee shall be exclusively entitled to the income that may be

delivered by display of such advertisements or tower at any time hereafter. The shop/ office / flat purchasers hereby shall not be entitled to any abatement in price of the said premises or the object of the same for any reason and shall allow the Developer, his agents, servants etc. enter into the said property including the terrace and other open spaces in the said building for the purpose of putting and/or preserving and/or maintenance and/or removing the advertisements and/or hoardings and/or tower. The Developer shall be entitled to transfer or assign such right to any person or persons whom the Developer deem fit and the shop/ office/ flat purchaser or the society or Limited Company or Apex Co-Operative Society or Condominium shall not raise any objection thereto.

29. The Purchaser/s shall not be entitled to let, sublet, sell, transfer, assign, mortgage, charge or in any manner encumber or deal with or dispose off or part with his/her/its/their interest under this agreement or benefit of this Agreement or part with possession of the premises until all the dues and other deposit payable by him/her/it/them to the Developer under this Agreement are fully paid up and that too only if the Purchaser/s has not been guilty of breach of or non-observance of any of the terms and/or conditions of this Agreement and until he/she/it//they obtain the previous consent in writing of the Developer.

30. In the event of the Purchaser/s attempting to and/or disposing off the said premises or any part thereof to any person or

party without the written consent of the Developer this agreement shall without further notice automatically and forthwith stand cancelled and revoked and then in such event the amounts paid till then by the Purchaser/s to the Developer under this agreement shall be refunded to the Purchaser/s without any interest.

31. The Purchaser/s hereby agrees and undertakes to become a member of the co-operative society or limited company or Apex Co-Operative Society or Condominium to be formed in the manner herein appearing and also from time to time to sign and execute all applications for the registration and for membership and other papers and documents necessary for the formation and the registration of the co-operative society or limited company or Apex Co-Operative Society or Condominium and for becoming a member, including the bye-laws of the proposed co-operative society and duly fill in and sign the same within 10(ten) days of the same being intimated by the Developer to the Purchaser/s. No objection shall be raised by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the Registrar of Co-operative societies or the Registrar of Companies, as the case may be, or any other competent authority. The Purchaser/s shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interest of the Developer and of the other Purchasers of the other premises in the building.

32. The Purchaser/s shall observe and perform and abide by all the bye-laws and/or rules and regulations which the proposed Co-operative Society or a Limited Company or Apex Co-Operative Society or Condominium at the time of registration may adopt and all the provisions of the Memorandum and Articles of Association of the Limited Company when incorporated and the additions, alterations or amendments thereof, for protection and maintenance of the said Building and the premises therein and/or in the compound and for the observance and carrying out the building Rules and Regulations and bye-laws for the time being of the BMC and other public bodies. The Purchaser/s and the permitted persons to whom the said premises are let, sub-let, transferred, assigned or given possession, shall observe and perform and abide by all the stipulations and conditions laid down by such Co-operative Society or Limited Company, or Apex Co-Operative Society or Condominium as the case may be, regarding the occupation and use of the said Building and the premises therein and shall pay and contribute regularly and punctually towards the taxes and/or expenses and other outgoings in accordance with the terms of this Agreement.

33. The Purchaser/s hereby covenants that from the date of possession, he/she/they shall keep the said premises, the walls and partitions walls, sewers, drains, pipes and appurtenances thereto belongings in good tenantable repairs and conditions and shall abide by all the bye-laws, rules and regulations of the

Government, B. M.C. authority, or the Reliance Energy/ Tata Power and other authorities and local bodies and shall attend to, answer and be responsible for all actions for violations of any such conditions or rules or bye-laws.

34. The Purchaser, alongwith the other Purchasers of premises in the building shall form themselves into a co-operative society or a limited company or Apex Co-Operative Society or Condominium. On the Co-Operative Society or Limited Company or Apex Co-Operative Society or Condominium being formed and registered or being incorporated as the case may be, the rights, of the Purchaser/s as the Purchaser/s of the said premises will be recognized and regulated by the provisions of the said co-operative society or limited company or Apex Co-Operative Society or Condominium and the Rules and Regulations framed by them, as the case may be, but subject to strictly the terms and covenants of this Agreement.

35. On the completion of the said building, the Developer will co-operate with the Purchaser/s in forming and registering or incorporating a Co-Operative Society or a Limited Company, or Apex Co-Operative Society or Condominium the rights of members of the Co-Operative Society or of the Limited Company or Apex Co-Operative Society or Condominium, as the case may be, being subject to the rights of the Developer under this agreement and the conveyance / lease to be executed in pursuance thereof. When the Co-Operative Society or Limited Company or Apex Co-Operative Society or Condominium is registered or incorporated as the case

may be, and all amounts due and payable to the Developer in respect of all the premises are paid in full as aforesaid the Developer shall (subject to their obtaining the permission under the law and rules and regulations) get executed the necessary lease/conveyance of the said Property (to the extent as may be permitted by the authorities) without being liable for any compensation, whatsoever together with the building in favour of such Co-Operative Society or Or Apex Co-Operative Society or Condominium, as the case may be. The Purchaser/s shall not raise any objection and/or claim any compensation thereof. Such conveyance shall be in respect of the said Property described in the _____ Schedule hereunder written together with the said Building constructed and standing thereon.

36. In the event of the society or limited company or Apex Co-Operative Society or Condominium being formed and registered before the sale and disposal by the Developer of all the premises and the other spaces in the said building the power and authority of the society or limited company or Apex Co-Operative Society or Condominium so formed or of the Purchaser and the Purchasers of the other premises in the said building shall be subject to the overall authority and control of the Developer in respect of any of the matters concerning the said building, the construction and completion thereof and all amenities pertaining to the same and in particular the Developer shall have absolute authority and control as regards the unsold premises and other spaces and the disposal thereof. The Developer shall be liable to pay only the municipal

taxes, at actual and no other charges in respect of the unsold premises and other spaces. In case the Deed of Conveyance is executed in favour of the co-operative society or limited company or Apex Co-Operative Society or Condominium, before the disposal by the Developer of all the premises and other spaces then in such case, the Developer shall join in as the Promoter/Member in respect of such unsold premises and when such premises are sold to the persons of the Developer choice and at the discretion of the Developer, the co-operative society or limited company or Apex Co-Operative Society or Condominium, as the case may be, shall admit as members the Purchaser/s of such premises without charging any premium or any other extra payments from them.

37. All costs, charges and expenses, including stamp duty, registration charges and expenses in connection with the preparation and execution of the Deed of Conveyance and other documents and formation and registration of the co-operative society or the limited company or Apex Co-Operative Society or Condominium, as the case may be, shall be borne, shared and paid by all the Purchasers of the said building in proportion to the respective purchase price of their respective premises and/or paid by such co-operative society or limited company or Apex Co-Operative Society or Condominium, and such amount shall be kept deposited by the Purchaser/s with the Developer at the time of taking possession of the said premises, and until utilization of the same for the purpose aforesaid shall remain with the Developer free of interest.

38. The Stamp duty and registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser/s. The Purchaser/s will present this Agreement for registration within 4 (four) months from the date hereof and the Developer will attend the office of Sub-Registrar and admit execution thereof, after the Purchaser/s informs them the number under which it is so presented for registration.

39. It is agreed between the parties hereto that if within a period of 1 (one) year from the date of handing over the said premises to the Purchaser/s, the Purchaser/s brings to the notice of the Developer any defect in the said premises or the building in which the said premises is situated, then in that event, the Developer shall at its own cost and expense rectify such defect within a reasonable time.

40. The deposits that may be demanded by or paid to the BMC for the water connection to the said building shall be payable by all the Purchasers of the premises in the said Building in proportion to the respective purchase price of their respective premises, the amount of the same shall be determined by the Developer. The Purchaser agrees to pay to the Developer within 7 (seven) days of such demand for such proportionate share of the Purchaser of such deposit.

41. If at any time any development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the BMC, Government and/or any other public authority in respect of

the said property and/or building, the same shall be borne and paid by all the Purchasers of the premises in the said Building in proportion to the respective area of their respective premises.

42. If for any reason prior to the completion of the said Building and/or the receipt by the Developer of the total consideration money receivable by them from the Purchaser/s, a Deed of Conveyance is executed in favour of the co-operative society or limited company or Apex Co-Operative Society or Condominium and if on the date of such conveyance the said building is not fully constructed and/or completed and/or if the said building and/or other portion of the said property has or have not been disposed off by the Developer on ownership basis or if the Developer has not obtained in full the consideration money receivable by them from all Purchaser who obtain the premises and other spaces in the said property, then and in any such event, the Developer shall have the right to construct and complete the said building and to dispose off the unsold premises and/or other spaces of the said property and/or to receive the consideration money, even though such conveyance is obtained in favour of the co-operative society or the limited company. Or Apex Co-Operative Society or Condominium Adequate provision for the above terms and covenants shall be made in the Deed of conveyance.

43. All notices to be served on the Purchaser/s as contemplated this in Agreement shall be deemed to have been duly served if sent

to the Purchaser/s by prepaid post under certificate of posting at his/her/their address specified below:

44. The Purchaser/s hereby gives his/her/their express and specific consent to the Developer to raise any loan against the said Property and the said Building under construction and to mortgage the same and/or create a charge thereon with any bank or banks or any other party. This consent is on the express understanding that any such loan and the liability thereof shall be cleared by the Developer only at its expenses before the said premises are handed over to the Purchaser/s.

45. It shall be at the sole discretion of the Developer to decide whether a co-operative society should be formed and registered or a limited company or Apex Co-Operative Society or Condominium should be formed and got incorporated. On the Developer making their decision as aforesaid, the Purchaser and the other persons who have acquired or who acquire the other premises in the said Building shall be required to sign all forms, applications, papers, deeds and documents etc., as may be required to carry out such

decision and to effect a proper conveyance of the said Property with the said Building standing thereon.

46. The Developer shall have a first lien and charge on the said premises agreed to be acquired by the Purchaser in respect of any amount payable by the Purchaser to the Developer under the terms and conditions of this Agreement.

47. So long as the area of the said premises (agreed to be acquired by the Purchaser/s from the Developer) is not altered and the amenities set out in **ANNEXURE “_____”** hereunder written are not altered, the Developer shall be at liberty and hereby permitted to make variations in the layout/elevation of the said Property and/or of the Building including relocating the open spaces/garden spaces and/or varying the location of the access to the said building, as the exigencies of the situation and the circumstances of the case may require. The Purchaser hereby expressly and specifically consents to all such variations.

48. Any delay or indulgence shown by the Developer in enforcing the terms of this agreement or any forbearance or giving of time to the Purchase/sr shall not be construed as a waiver on the part of the Developer for any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Developer.

49. It is expressly and specifically agreed and confirmed by and between the parties hereto that at any time prior to the execution of the Deed of Conveyance the F.S.I at present applicable to the said Property is increased and the usage of T.D.R. becomes permissible on the said Building, then such beneficial increase in F.S.I. and or such beneficial permission/Loading of T.D.R. on the said Building shall exclusively to and accrue for the sole benefit and enjoyment of the Developer and the Developer alone shall have the entire and exclusive benefit of such increase in the F.S.I. and the beneficial use of the permitted T.D.R. which will be consumed on the said Building. The Purchaser hereby expressly and specifically agrees and confirm that he/she/they/ shall not have any right, title interest and claim of whatsoever nature over the further increase as aforesaid in F.S.I. of the said Property, which shall exclusively belong to the Developer, and the benefit over the permission to use the T.D.R. shall exclusively belong to the Developer for constructing additional floor/Floors on the said Building and the purchaser/s hereby gives his/her/its/their unconditional consent to the Developer in respect thereof

50. As provided for herein above, the Developer contemplate utilising Additional F.S.I./T.D.R. for constructing additional floors and/or putting up additional construction into /upon the said Building, if so permissible. In these circumstances, it is specifically and clearly understood and agreed, upon by and between the Parties herein as essential and as integral terms and conditions of

this Agreement that if construction and completion of any such additional floor/s is delayed, by reason of the delay in obtaining such Additional F.S.I./T.D.R. and /or delay in sanction of further building plans and/or delay in obtaining from the BMC, Occupation Certificate in respect of such additional floors or otherwise, the Developer shall be entitled to a reasonable extension of time for completion of the said additional construction so long as further construction is being carried on and completed by the Developer in accordance with the building plans sanctioned by the BMC and it is agreed that:

- a) Upon the Developer obtaining from the BMC the Occupation Certificate in respect of the floor on which the said premises are located the Purchaser shall pay the balance of the consideration/purchase price and receive/obtain from the Developer possession of the said premises and shall thereafter be entitled to use and occupy the same in accordance with the provisions of this Agreement;
- b) The Developer shall be entitled to continue construction of such additional floors/construction and the rest of the building in accordance with the building plans that might then have been sanctioned by the BMC;
- c) No Obstruction or hindrance shall be caused by the Purchaser/s to such further construction by the Developer;

- d) The Developer shall be entitled to sell the premises in such additional construction in/upon the said Building on ownership basis by an Agreement in a form similar to or as near as possible to this Agreement and to receive for themselves the consideration in respect thereof without payment of any transfer charges or similar charges to the Society and that the Purchasers of such additional premises shall be entitled to be the members of the society or limited company or Apex Co-Operative Society or Condominium that will be formed by the Purchasers of the premises in the said building. No obstruction and or objection of any nature whatsoever shall be made or raised by the Purchaser in this connection;
- e) The Developer may decide to lease any of the premises retained by them and shall not be liable to pay any non-occupancy charges or similar charges to the Society on account of such lease;
- f) Suitable covenants reserving the aforesaid right of the Developer shall be incorporated in the lease/ Deed of Conveyance to be executed in respect of the said Property and the said Building in favour of the society or limited company or Apex Co-Operative Society or Condominium to be formed.

51. The Purchaser shall pay the amount of service tax and/or sales tax levied and/or leviable and/or becoming payable now and/or becoming payable at any time hereafter on the said flat/shop/office and/or on the basis of this Agreement under the provisions of Mumbai Sales Tax Act, Central Sales Tax Act and/or any other tax statute.

52. The nature, extent and description of the “common area and facilities” shall be as under:

- i. Entrance lobby and foyer of the building;
- ii. Compound of the Building i.e. the open spaces shown in the approved plan around the Building;
- iii. Staircase of the Building including landing, for the purpose of ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping by the employees and or by other persons;
- iv. Terrace above the top floor of the said Building excluding the terraces allotted to certain premises for being used as an open terrace by the Purchasers but not for putting up any construction or as a play or any such objectionable user.
- v. Premises for the society/limited company/ Apex Co-Operative Society or Condominium will be constructed in the compound/ground floor for use of the society.

54. It is clarified that the other common facilities, if any, made available on the said property shall not be available to the Purchaser and the Purchaser shall not claim any right to use the same.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seals the day and year first hereinabove written.

THE _____ SCHEDULE ABOVE REFERRED TO:

All those pieces and parcel of Immovable Property being Plot bearing CTS. no. 610/A/1/B (Formerly numbered us CTS. No. 610 (Part)) bearing Survey no. 267 (Part) admeasuring **6,344** sq. mts. Situated at Village Malad, Taluka Borivali, Malad (East), Mumbai Suburban District in the registration District and Sub Registration Destruct of Mumbai Suburban and assessed by Municipal Corporation under P/ N -Ward, street No. _____together with structures thereon.

THE _____ SCHEDULE ABOVE REFERRED TO:

New Premises being Flat no. ____ on ____ Floor in the Project Known as Raghvendra Empire in the proposed building known as “ Raghvendra _____”(_____ Wing) situated, lying and being Plot bearing CTS. no. 610/A/1/B (Formerly numbered us CTS. No. 610 (Part)) bearing Survey no. 267 (Part) of Village Malad, Taluka Borivali, Malad (East), Mumbai Suburban District in the registration District and Sub Registration Destruct of Mumbai Suburban and assessed by Municipal Corporation under P/N -Ward, Street No. _____, the Plot described in the _____ Schedule herein above written.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE HANDS AND THE SEAL ON THE DAY AND YEAR FIRST HEREIN ABOVE MENTIONED.

SIGNED, SEALED AND DELIVERED)

By the within named OWNERS/)
DEVELOPERS)
M/S. RAGHVENDRA CONSTRUCTION)
COMPANY PVT. LTD. through)
1. SHRI RAGHU MUDDU POOJARI)
2. SHRI VIRENDRA BADRINATH TIWARI)
3) KARMVIR RAJPUROHIT)
4) SUDEEP SAHA)

as per BoardResolution dated __ __.201_)
PAN CARD NO. _____)
in the presence of :—)
1.)

2.)
SIGNED AND DELIVERED by the)

Withinnamed **Purchaser/s**)
Mr._____)
Mrs._____)
Miss._____)

In the presence of..)
1.
2.

OR

(II) MESSRS._____)
by the hand of Mr._____)
its duly authorized signatory)
In the presence of..)

1.
2.

OR

(III) the Common Seal of _____)
_____ LIMITED)
has been hereunto affixed pursuant to the)
resolution passed by its Board of Directors)
at their meeting held on _____, 2009)
in the presence of Mr. _____)
and Mr. _____)
the _____ and _____)
of the company respectively by have in token)
thereof set and subscribed their respective)
hands hereto in the presence of..)

1.

2

RECEIPT

RECEIVED the day and year first)
hereinabove written of and from)
the Purchaser/s a sum of)
Rs. _____/- (Rupees) _____)
_____)
only) Bearing cheque /Draft no._____,)
dated _____, Drawn on _____)
_____,)
_____ Branch)
being the amount of deposit or)
earnest money as Withinnamed to)
be paid by the Purchaser/s to us.
)Rs._____-/-

Witness: **WE SAY RECEIVED**