AGREEMENT FOR SALE

This Agreement for Sale made at Mumbai this _____ day of _____ in the Christian year Two Thousand and _____________ between

Mr. Imtiaz S. Saigara and Mr. Ahmedi K. Delawala having their place of business at 293, Duncan Road, Two Tanks, Mumbai 400 004, and hereinafter for the sake of brevity referred to as the Owner/Promoter (which expression unless repugnant to the context or meaning thereof shall mean and include the partners for the time being of the said Firm and their respective heirs, legal representatives, executors, administrators and assigns) of the One Part;

AND

1. ______________________________ [Pan no: ___________]; and
2. ______________________________ [Pan no: ___________] an/both/all Indian Inhabitant residing at ____

hereinafter referred to as "the Purchaser/s" (which expression shall, unless it be repugnant to the context or meaning thereof shall be deemed to mean and include, his, her or its heirs, executors, administrators and permitted assigns) of the Other Part;

The Owner/Promoter and the Purchaser/s shall hereinafter collectively referred to as the Parties and individually as the Party.

WHEREEAS:-

I. WHEREAS the Owner/Promoter are the Owners and or well and sufficiently entitled seized and possessed of the plots of land with the structures standing thereon and bearing C. S. NO. 1028 of Byculla Division, lying and being and situated in the Registration District and Sub-District of Bombay containing by admeasurements 851.15 square meters or thereabout and the Owner/Promoter have acquired Development Rights of the plots of land with structures standing thereon and bearing C. S. NO. 1027 of Byculla Division, lying and being and situated in the Registration District and Sub-District of Bombay containing by admeasurements 193.15 square meters or thereabout and more particularly described in the FIRST SCHEDULE hereunder written and hereinafter for the sake of brevity collectively referred to as the 'said property';

II. AND WHEREAS several tenants/occupants are occupying tenements on the above mentioned plots, hereinafter for the sake of brevity referred to as the 'said tenants'.

III. AND WHEREAS THE Owner/Promoter have got necessary permission from MHADA and M.C.G.M. as required for development of the said property.

IV. AND WHEREAS in the aforesaid events the Owner/Promoter are entitled to develop the said property more particularly described in the First Schedule hereunder written.

V. AND WHEREAS the Owner/Promoter have submitted Plans for development of the said property to MHADA and M.C.G.M. and that the said Plans were sanctioned.

VI. AND WHEREAS the Owner/Promoter have obtained NOC from MHADA bearing NOC No. R/NOC/F-1672/173/MBRRB-09, dated 21/04/2009, and IOD from M.C.G.M. bearing No. EEBPC/4807/E/A of 08/10/2009, and CC from M.C.G.M. bearing No. EEBPC/4807/E/A of 11/06/2010.

VII. The Owner/Promoter has entered into a standard agreement with Mr. Narendra B. P. Chitroda, of M/s. Interspace Designers, an Architect and appointed him as the Architect of the project to prepare the plans of the buildings. (hereinafter referred to as the "Architect")

VIII. The Owner/Promoter has appointed Mr. Juzer Tinwala, as the Structural Engineers for the preparation of the structural design and drawings of the buildings to be constructed on the said Property; (hereinafter referred to as the "Structural Engineer")

IX. The Owner/Promoter thereafter submitted plans to MCGM for the construction of a building comprising of Ground Floor, First, Second (part), Third, Fourth and Fifth Parking floors, Plus Second (part) Commercial, Plus Fifteen (15) Residential Floors more particularly described in the Second Schedule hereunder written and hereinafter referred to as ("the New Building") and IOD from M.C.G.M. bearing No. EB/4302/E/A, dated 15/04/2009, and CC from M.C.G.M. bearing No. EEBP/4302/E/A, dated 18/08/2011 has been granted by MCGM in respect thereof. The aforesaid Commencement Certificate ("CC") and the Intimation of Disapproval ("IOD") are annexed hereto and marked as Annexures "B" and "C" respectively;

X. Messrs. Mahendra C. Jain & Z. K. Lakdawala have issued their Report on Title dated 19/08/2009 & 26/12/2008 respectively certifying the title of the Owner to the said Property. The aforesaid Report on Title is annexed hereto and marked as Annexure "D";

XI. The Owner/Promoter have registered the Project under provisions of the Real Estate (Regulations and Development) Act, 2016 (Act) and rules made thereunder with Real Estate Regulatory Authority (RERA) at Mumbai, Maharashtra; having registration no. _____, an authenticated copy of the certificate issued by RERA has been annexed hereto and marked as Annexure "F";

XII. On demand from the Purchaser(s), the Owner/Promoter have given to the Purchaser(s) inspection of all title documents relating to the Property, permissions given by concerned authorities and the plans, designs and specifications prepared by the Architect and the Structural Engineer and all other relevant documents specified under the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder;

XIII. The purchaser(s) agrees and confirms that the Owner/Promoter shall be entitled to raise finance/loan from any financial institution/bank by way of further mortgage/charge/securitization of the said Project and or receivables, if any, accruing or likely to accrue therefrom, subject to the said premises (as defined herein below) being made free from any encumbrance at the time of execution of this agreement in favour of the Purchaser(s);

XIV. The New Building to be constructed on the said Property shall be named as "White Pearl";

XV. The Purchaser/s has/have approached the Owner/Promoter and expressed its / his / her / their desire to purchase and acquire from the Owner / Promoter the Flat/Shop/Parking No. ____ admeasuring about _______ sq. mtr. (equivalent to ______ sq.ft.) of carpet area as per RERA and about _____ sq. mtr. (equivalent to ____ sq.ft.) of carpet area as per DCR on __ floor in the New Building to be known as "White Pearl", which premises is more particularly described in the Third Schedule hereunder written (hereinafter referred to as "the said premises");

XVI. The Owner/Promoter has supplied to the Purchaser/s copies of all documents of title relating to the said Property along with plans, designs, specifications, layout plans and such other documents as are specified under the Maharashtra Ownership of Flats Act, 1963 ("the said Act") and the rules made thereunder and as demanded by the Purchaser/s and the Purchaser/s has/have perused the aforementioned documents and have expressly noted/verified the contents genuineness and the validity thereof including the terms, conditions and covenants contained therein;

XVII. Being satisfied with the title of the Owner/Promoter to the said Property and the right of the Owner/Promoter to develop the said Property and being satisfied with all the plans, specifications and other documents furnished by the Owner/Promoter, the Purchaser/s has/have agreed to purchase and acquire the Premises at or for the consideration of Rs.____________/- (Rupees _______________ Only) and on the terms and conditions contained hereinafter;

XVIII. The Purchaser/s have paid to the Owner/Promoter a sum of Rs.__________ /-(Rupees__________ Only) from and out of the total consideration amount of Rs. __________/- (Rupees ____________ Only);

XIX. The Purchaser(s) is/are aware that the purchaser(s) is/are required to deduct tax at source (TDS) in accordance with the applicable rates as per the Income Tax Act, 1961. The Purchaser(s) shall pay the tax deducted to the government and deliver the relevant TDS Certificate, challans, receipts and other relevant documents relating to each payment, to the Owner/Promoter as per the provision of the Income-tax Act, 1961 and the rules made thereunder. Any delay in making the payment and/or taxes as aforesaid the Purchaser(s) shall be liable to pay the interest and/or any penalty levied by the concerned authority/ies in respect thereof.

XX. The Owner/Promoter shall confirm the final carpet area that has been allotted to the Purchaser(s) after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Owner/Promoter. If there is any reduction in the carpet area within the defined limit then Owner/Promoter shall refund the excess money paid by Purchaser(s) within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser(s). If there is any increase in the carpet area allotted to Purchaser(s), then the Purchaser(s) shall pay additional amount to the Owner/Promoter at the same rate per square meter with annual interest at the rate specified in the Rules (if any),and prior to taking possession of the said Premises.

XXI. The Purchaser(s) authorizes the Owner/Promoter to adjust /appropriate all payments made by him/her/it/them under any head(s) of the dues against lawful outstanding, if any, in his/her/its/their name as the Owner/Promoter may in its sole discretion deem fit and the Purchaser(s) undertakes not to object/demand/direct the Owner/Promoter to adjust its payments in any manner.

XXII. Time is essence for the Owner/Promoter as well as the Purchaser(s). The Owner/Promoter shall abide by the time schedule for completing the project and handing over the Premises to the Purchaser(s) and the common areas to the association of the Purchaser(s) after receiving the occupation certificate. Similarly, the Purchaser(s) shall make timely payments of the instalment and other dues payable by him/her/them and fulfill other obligations under this Agreement.

XXIII. The Purchaser(s) shall not use the Premises for any purpose other than shop/residence and shall not use the Flat for guest house or any commercial activities, as the case may be, without prior written permission of the Owner/Promoter/co-operative society/limited company, as the case may be, and of the local authorities. The Purchaser(s) shall also not use the Car Parking(s) allotted to him/her/they for any other purpose other than for parking vehicle(s).

XXIV. The Purchaser(s) agree/s to pay to the Owner/Promoter the Total Consideration in the manner provided in Annexure "G" hereto and all other amounts which become due or payable by the Purchaser(s) on the dates mentioned in the intimation letter/demand notice. The total consideration is escalation free; save and except escalations and/or increases, due to increase on account of development charges payable to the competent authorities and/or any other increase in charges which may be levied or imposed by the competent authorities/ local bodies/ Government from time to time. The Owner/Promoter undertakes and agrees that while raising the demand on the Purchaser(s) for increase in development charges, costs, or levies imposed by competent authorities/ local bodies/ Government from time to time, etc., the Owner/Promoter shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf to that effect along with the demand letter raised on the Purchaser(s).

XXV. Under Section 4 of the said Act, the Owner/Promoter is required to execute a written Agreement for Sale in respect of the said Premises with the Purchaser/s being these presents and upon the execution of these presents and it being lodged for registration by the Purchaser/s and the Owner/Promoter being informed about the same, the Owner/Promoter is required to admit execution thereof before the concerned Sub-Registrar/s;

XXVI. The Parties are accordingly executing these presents in the manner hereinafter appearing:

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

1. INTERPRETATION

Except where the context requires otherwise, this Agreement will be interpreted as follows:

1.1 The recitals recited hereinabove, annexures and schedules hereto shall form an integral part of this Agreement as if the same are set out and incorporated herein in verbatim;

1.2 Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;

1.3 Words importing the singular shall include plural and vice versa;

1.4 Reference to Recitals, Clauses, Schedules and Annexures are to recitals, clauses, schedules and annexure of this Agreement;

1.5 All words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neutral gender;

1.6 The expressions "hereof, "herein" and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular Clause or provision in which the relevant expression appears;

1.7 References to "Rupees" and “Rs." are references to the lawful currency of India;

2. ALLOTMENT

2.1 The Owner/Promoter shall construct the building/s comprising of Ground Floor, First, Second (part), Third, Fourth and Fifth Parking floors, Plus Second (part) Commercial, Plus Fifteen (15) Residential Floors (“the new Building”) on the said Property in accordance with the plans, designs and specifications approved/sanctioned by the concerned local authority and/or MCGM.

2.2 The Purchaser/s hereby agrees to purchase and the Owner/Promoter hereby agrees to sell the Premises bearing No. ____admeasuring _______ sq. mtr. (equivalent to ______ sq.ft.) of carpet area as per RERA and about _____ sq. mtr. (equivalent to ____ sq.ft.) of carpet area as per DCR (which is inclusive of the balconies) on the __ floor in the new Building (“the said Premises”) as shown on the Floor Plan in red colour hatched lines which floor plan is annexed hereto and marked as Annexure “E” together with the right to use and enjoy _______ car-parking spaces in the compound/carpits/puzzle parking of the New Building (“car-parking”) together with the right to use the common areas and amenities of the New Building alongwith the other purchasers of flats/shops in the New Building.

2.3 The said Premises and the car-parking are hereinafter collectively referred to as “the said Premises” and more particularly described in the Third Schedule hereunder written.

2.4 The Purchaser/s has agreed to pay to the Owner/Promoter the said purchase price of Rs. ______________/- (Rupees ____________________________ __________________ Only) being the purchase price for the said Premises and the proportionate price for the common area and facilities as under:

(a) Rs.__________/- (Rupees _____________ Only) being 10% of the total consideration amount already paid on ______________ by way of cheque bearing No._____________, drawn on _____________ Bank, __________________ Branch towards booking of the said Premises;

(b) Rs._____________/-(Rupees ____________ Only) being 10% of the total consideration amount paid at the time of execution of these presents;

(c) Rs._____________/- (Rupees ________________ Only) being 10% of the total consideration amount at the time of casting the plinth slab;

(d) Rs._____________/- (Rupees ________________ Only) being 5% of the total consideration amount on casting of the 2nd slab;

(e) Rs._____________/- (Rupees ________________ Only) being 5% of the total consideration amount on casting of the 4th slab;

(f) Rs.______________/- (Rupees _________________ Only) being 5% of the total consideration amount on casting of the 6th slab;

(g) Rs.______________/- (Rupees _________________ Only) being 5% of the total consideration amount on casting of the 8th slab;

(h) Rs.______________/- (Rupees _________________ Only) being 5% of the total consideration amount on casting of the 10th slab;

(i) Rs.______________/- (Rupees _________________ Only) being 5% of the total consideration amount on casting of the 12th slab;

(j) Rs.______________/- (Rupees _________________ Only) being 5% of the total consideration amount on casting of the 14th slab;

(k) Rs.______________/- (Rupees _________________ Only) being 5% of the total consideration amount on casting of the 16th slab;

(l) Rs.______________/- (Rupees _________________ Only) being 5% of the total consideration amount on casting of the 18th slab;

(m) Rs.______________/- (Rupees _________________ Only) being 5% of the total consideration amount on casting of the 20th slab;

(m) Rs.______________/- (Rupees _________________ Only) being 5% of the total consideration amount on completion of brickwork;

(n) Rs.______________/- (Rupees _________________ Only) being 5% of the total consideration amount on completion of internal plasterwork;

(o) Rs.______________/- (Rupees _________________ Only) being 5% of the total consideration amount on completion of external plasterwork;

(p) Rs.______________/- (Rupees _________________ Only) being the balance 5% of the total consideration amount on our obtaining Occupation Certificate in respect of the said premises and offering to hand over physical possession of the said Premises together with all the amenities and facilities to you.

3. DEFAULT IN PAYMENT OF THE CONSIDERATION

3.1 In the event the Purchaser/s fail to make the payments of the aforesaid instalments to the Owner/Promoter within the time period mentioned hereinabove then in that event the Owner/Promoter shall issue a 15 (Fifteen) days' notice to the Purchaser/s asking the Purchaser/s to make such payments within the aforesaid notice period failing which if the default shall continue and the Owner/Promoter shall be at liberty to unilaterally terminate this Agreement.

3.2 In the event the Owner/Promoter unilaterally terminates the Agreement, then in that event the Owner/Promoter shall deduct the earnest money, brokerages paid and taxes paid by the Purchaser/s and handover to the Purchaser the balance amount without any interest accrued thereon (in the manner stated below).

3.3 On the Owner/Promoter terminating this Agreement under this clause, they shall be at liberty to sell and dispose of the said Premises to any other persons/parties as the Owner/Promoter may deem fit and proper, at such price and upon such terms and conditions as the Owner/Promoter may determine and the Purchaser/s shall not be entitled to raise any dispute or objection to such sale or to claim any compensation or damages of any nature whatsoever from the Owner/Promoter by reason of such sale or transfer being effected by the Owner/Promoter in favour of any other person/s or party and the Purchaser/s hereby agree and undertake that the Purchaser/s shall execute such writing as may be necessary to record the termination of this Agreement and the release of the rights of the Purchaser/s in the said Premises.

3.4 The Owner/Promoter shall, on such termination and after a reasonable period from the re-sale of the said Premises refund to the Purchaser/s the instalment amounts (excluding the said earnest money), if any, which may have been paid, till then, by the Purchaser/s to the Owner/Promoter without any interest therein.

3.5 Without prejudice to the other rights of the Owner/Promoter under this Agreement and/or in law, the Purchaser/s hereby agree and undertake that in case if the Purchaser/s fail to pay the instalment amounts on its due date as mentioned, then in that event, the Purchaser/s shall be bound and liable to pay to the Owner/Promoter interest @ State Bank of India's Highest Marginal Cost of Lending Rate plus 2% per annum or such other rate as may be prescribed under the applicable laws, until realization of the cheques / payments.

4. PERMISSIONS AND SANCTIONS

4.1 The Owner/Promoter has informed the Purchaser/s that sanctions and approvals from various government bodies and authorities have to be taken for constructing the building and completing the same as per the sanctioned plans and the Owner/Promoter shall obtain such sanctions and permissions and shall endeavor to offer possession of the said Premises to the Purchaser/s by 31/12/2022 subject to force majeure conditions and/or circumstances that are beyond the control of the Owner/Promoter.

4.2 In the event the Owner/Promoter is not in a position to give the possession of the said Premises within the stipulated period on account of delay caused in sanctioning the plans and such other factors which are beyond the control of the Owner/Promoter, then in that event, the Owner/Promoter shall be entitled to have an extension of time for delivering possession of the said Premises and the same shall not be construed as a breach on the part of the Owner/Promoter and the Purchaser/s shall not be entitled to terminate this Agreement and ask for the refund of the amounts paid by the Purchaser/s to the Owner/Promoter or claim any amount as and by way of damages or otherwise howsoever.

5. PROJECT COMPLETION

5.1 The development of the structures standing on the said Property shall be completed by 31/12/2022.

5.2 The development shall be deemed to be completed on the Owner/Promoter obtaining the full Occupation Certificate.

5.3 In the event the Owner/Promoter fail to complete the redevelopment work by 31/12/2022 as mentioned in clause 5.1 above, then in that event the course of termination mentioned hereinbelow shall follow.

6. POSSESSION

6.1 The Purchaser(s) is/are aware that the Occupation Certificate for the Building shall be received only after the old occupants/ Tenants as certified by the Executive Engineer (E/2 ward) have been rehabilitated in the Building and after the surplus built up area have been surrendered to MHADA as per the provisions of DCR 33(7) and MHADA Act, 1976 and the Rules, Regulations made under the said Act and the Purchaser(s) agrees not to raise any objection in respect thereof.

6.2 The Owner/Promoter shall handover the possession of the said Premises after the said Premises are ready for use and occupation and within 60 days of the receipt of the Occupation Certificate or Part Occupation Certificate in respect of the said Premises is issued by MCGM, provided that all the amounts due and payable by the Purchaser/s under this Agreement are paid to the Owner/Promoter in accordance with the terms of these presents. The Purchaser/s shall be bound and liable to take possession of the said Premises within 15 (fifteen) days from the date of the Owner/Promoter giving written notice to the Purchaser/s intimating the Purchaser/s that the said Premises are ready for use and occupation and that the Occupation Certificate or Part Occupation Certificate in respect thereof has been obtained. The Purchaser/s hereby agree and undertake that it / he / she / they shall take possession of the said Premises within 15 (Fifteen) days of the Owner/Promoter intimating to the Purchaser/s in writing that the said Premises are ready for use and occupation.

6.3 Possession of the said Premises shall be offered by the Owner/Promoter to the Purchaser/s by 31/12/2022, subject to the concerned authorities granting the necessary sanctions and approvals for the construction and completion of the building/s and subject to force majeure conditions and circumstances that are beyond the control of the Owner/Promoter.

6.4 The Owner/Promoter shall not incur any liability if they are unable to deliver possession of the said Premises by the aforesaid date, if the completion of the said Building is delayed by reason of non-availability of steel and/or cement or other building materials or water supply or electric power or by reason of war, civil commotion or any acts of God, or conditions of force majeure, 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 of a Court or for any other reason beyond the control of the

Owner/Promoter, and in any of the aforesaid events the Owner/Promoter shall be entitled to reasonable extension of time for delivery of possession of the said Premises.

6.5 If for any reason other than what is stated in the Clauses hereinabove, the Owner/Promoter is unable or fails to give possession of the said Premises to the Purchaser/s by the date specified hereinabove or any further date or dates agreed to by and between the Parties hereto, the Purchaser/s shall be entitled to give notice to the Owner/Promoter of terminating this Agreement, in which event, the Owner/Promoter shall within a period of 30 (Thirty) working days from the date of receipt of such notice refund to the Purchaser/s the amounts that may have been received by the Owner/Promoter from the Purchaser/s together with simple interest on such amounts @ State Bank of India's Highest Marginal Cost of Lending Rate plus 2% per annum calculated from the date of expiry of 31/12/2022 till the date of actual repayment. In the above event, neither party shall have any other claim against the other and the Owner/Promoter shall be at liberty to sell and dispose of the said Premises to any other person at such price and upon such terms and conditions as the Owner/Promoter may deem fit. If as a result of any legislative order or regulation or direction of the government or public authorities, the Owner/Promoter is unable to complete the said Building and/or to give possession of the said Premises to the Purchaser/s, the only responsibility and liability of the Owner/Promoter shall be to pay to the Purchaser/s the total amount that may have been received till then by the Owner/Promoter 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.

7. USE AND OCCUPATION

7.1 The said Premises is intended and shall be used for residential purposes only 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.

7.2 Within a period of five years from the date of handing over the possession of the said Premises to the Purchaser(s), the Purchaser(s) or the Society as the case may be brings to the notice of the Owner/Promoter any structural defect or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Purchaser(s) shall be entitled to receive from the Owner/Promoter, compensation for such defect in the manner as provided under the Act. PROVIDED FURTHER THAT, the Owner/Promoter shall not be held liable or responsible in the event any damage or defect is caused to the Building or any part thereof on account of the changes, alterations or additions made by the Purchaser(s) in his/her/their Premises.

8. TAXES AND OUTGOINGS

8.1 On and from the date of possession of the said Premises being offered, the Purchaser/s shall be bound and liable to bear and pay all taxes levied by MCGM and/or any other government bodies and authorities and/or statutory bodies and/or authorities and also all the charges for electricity and other services and all other outgoings including common area maintenance, the Society outgoings that shall be payable in respect of the said Premises.

8.2 From the date of taking possession of the said Premises, the Purchaser/s agrees and binds himself/herself/itself/themselves to pay regularly every quarter, by the 7th day of each quarter in advance, to the Owner/Promoter until the assignment of the said Property or portion thereof, as the case may be, is executed in favour of a Co-operative Society or a Limited Company or Condominium, as the case may be, and thereafter to the Co-operative Society or the Limited Company or Condominium that shall be formed, such amounts that may be decided by the Owner/Promoter or the Co-operative Society or the Limited Company 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 New Building alongwith service tax/GST as applicable. The Purchaser/s agrees and binds himself to pay to the Owner/Promoter his/her/their provisional quarterly contribution towards the aforesaid outgoings. Provided that the Owner/Promoter shall be liable to pay only the Municipal rates and taxes, at actuals, in respect of the unsold premises in the said Building.

8.3 The Purchaser/s shall also be liable to pay the following amounts in favour of the Owner/Promoter not later than 15 (fifteen) days from Receipt of the Demand letter of the Owner/Promoter:-

Sr. Amount Particular

(a) Rs.____/- Towards share application/entrance fee of the Organisation

(b) Rs.______/- Towards costs for formation and registration of the Organisation

(c) Rs. ____/- per sq.ft Towards development charges and carpet area infrastructure development charges

(d) On actual as per government norms Towards Works Contract Tax, Goods and Service Tax and any other tax/es, cess/es, levy/ies, impost/s as applicable or as may be applicable and increase therein, if any.

(e) Rs.______/- Towards legal fees/charges

8.4 The amounts payable to the Owner/Promoter by the Purchaser/s under this sub-clause are non-refundable and shall not carry any interest. The Owner/Promoter is/are not liable to render any account of the aforesaid amounts to the Purchaser/s or to Organization, at any time.

9. FIXTURES AND FITTINGS

9.1 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 specifications thereof are of the good standard quality and the Purchaser/s shall satisfy himself/herself/themselves/itself about the same before taking possession of the said Premises.

10. FORMATION OF ORGANISATION

10.1 The Owner/Promoter shall make application for formation of an association of Purchaser(s) or Co-operative society or the Company, as the case may be, under the applicable law within a period of three months of the majority of Purchaser(s) having booked their Flat(s)/shop(s) in the project. The Purchaser(s) shall join in the forming and registering the Society or the limited Company or association, as the case may be, to be known by such name as the Owner/Promoter may decide and for this purpose also from time to time sign and execute application for registration and or membership and other papers and documents necessary for the registration of the Society or the limited Company or association, as the case may be. 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 formed/incorporated by purchasers of the flats/shops in the Building, at the time of registration/incorporation 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 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 MCGM and other public bodies. The Purchaser(s) and the permitted persons to whom the 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, as the case may be, regarding the occupation and use of the Building and the premises therein and shall pay and contribute regularly and punctually towards the lease premium, taxes and/or expenses and other outgoings in accordance with the terms of this Agreement.

10.2 The Purchaser/s herein and the other flat/shop purchasers in the Building/s shall join in the formation and registration of the Organisation, and shall, from time to time, not beyond a period of 10 (ten) days from the date the same are forwarded by the Owner/Promoter to the Purchaser/s, sign and execute and return to the Owner/Promoter necessary and required applications for registration and membership of the Organisation, and all other documents and writings, including bye-laws, rules and regulations of the Organisation, so as to enable the Owner/Promoter to register the Organisation as required. No objection shall be raised by the Purchaser/s to the bye-laws, rules and regulations of the Organisation and/or any changes or modifications thereto as may be required by the Registrar of Co-operative Societies or any other concerned authorities.

10.3 The Purchaser/s shall observe, perform and comply with the rules and regulations and bye-laws of the Organisation, on its formation, as well as any additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the said Property and the flats, shops and car-parking spaces therein. The Purchaser/s also agree to abide by all applicable rules, regulations and bye-laws for the time being of the MCGM and other statutory, concerned and local authorities and government or public bodies. The Purchaser/s shall also observe and perform all the terms and stipulations laid down by the Organisation regarding occupation and use of the flats, shops and car-parking spaces and shall pay all outgoings and liabilities in respect thereof, in accordance with the terms of this Agreement and as stipulated by the Organisation.

10.4 The Owner/Promoter, at its sole option shall have the full right, power and entitlement to join in the membership of the Organisation in respect of any or all its unsold flats, shops and car-parking spaces; provided that no transfer fees, deposits or other liabilities shall be payable by them and/or the purchasers/transferees, in case of a sale and transfer of any such unsold flats, shops and car-parking spaces. The Organisation shall admit as the purchasers of such flats/shops without charging any premium/transfer fees or any other amounts. The entire realizations from the allotment, sale and alienation of all flats, shops and car-parking spaces in the Building/s shall belong to the Owner/Promoter alone and the Owner/Promoter shall never have to render any account in respect thereof to any purchasers of the flats, shops and car-parking spaces in the Building/s and/or the Organisation.

10.5 It is agreed and understood by the Parties that until the formation and registration of the Organisation and the transfer of the title to such Organisation, the Owner/Promoter alone shall continue to be exclusively entitled to all the present, enhanced and future development potential of and arising out of the said Property including all existing and future FSI, DR, Fungible FSI and TDR and any other development potential by whatever nature called, all of which shall always vest in the Owner/Promoter alone. The Owner/Promoter shall always be entitled to utilize and exploit such development potential, FSI, TDR, DR, Fungible FSI etc. upon the said Property, or any part thereof, and/or upon the Building/s, or to otherwise deal with and/or transfer the same, and/or utilise the same upon another property in such manner as it deems fit.

10.6 On the vesting of the said Building and the said Property on which the said Building stands in possession, management and control of the Corporate Body or Limited Company or Co-operative Housing Society or Condominium as stated herein above the Corporate Body or Limited Company or Co-operative Housing Society or Condominium shall take over complete responsibility for the management of the said Building and shall be solely responsible for collections of dues from its members and for the disbursement of such collections in relation to the said Building along with the said Property on which the said Building stands including payment of property taxes, cess, Municipal taxes, salaries of the employees charged with the duties for the maintenance of the said Property and the security of the building to the intent that the said Property shall be kept free from all claims, attachments and sale or other legal encumbrances, charges and liens. If the Corporate Body or Limited Company or Co-operative Housing Society or Condominium fails to perform its obligations mentioned hereinabove the Owner/Promoter in any event shall stand absolved from its responsibility of managing the building, receiving and paying the outgoings including the property taxes, cesses, municipal taxes and other incidental charges connected with the maintenance and security of the said Building. The Purchaser/s shall ensure by executing any document or documents or doing all acts, deeds and things as he/she/they may be required to do by the Owner/Promoter that such obligations as aforesaid are undertaken and performed by the Corporate Body or Limited Company being his/her/their successor in interest and failure or lapse on the part of the Purchasers in so doing shall entitle the Owner/Promoter to rescind this Agreement and the consequences of recession as envisaged hereafter shall follow.

10.7 In the event of the society or limited company being formed and registered before the sale and disposal by the Owner/Promoter of all the flats, shops and car-parking spaces, the Owner/Promoter shall have absolute authority and control as regards the unsold flats, shops and car-parking spaces and the disposal thereof. The Owner/Promoter shall be liable to pay only the municipal taxes, at actual and no other charges in respect of the unsold flats, shops and car-parking spaces. Further the Owner/Promoter shall join in as the member in respect of such unsold premises as required under the Act and the Rules and when such premises are sold to the persons of the Owner/Promoter's choice and at the discretion of the Owner/Promoter, the co-operative society or limited company, as the case may be, shall admit as members the purchaser of such premises without charging any premium or any other extra payments from them.

11. REPRESENTATIONS OF THE OWNER/PROMOTER

11.1 The Owner/Promoter will be providing common infrastructural facilities such as water pipes, drainage and electrical connections, compound walls to be used by the Purchaser/s of the said Premises alongwith the other purchasers including the co-operative society / societies and/or limited company / companies and/or condominium of apartments and/or an association comprising of all other purchasers of the premises in the said Building to be constructed on the said Property;

11.2 Subject to the right of the Owner/Promoter to dispose off or deal with the unsold premises, the Owner/Promoter shall form a Society / Condominium of the flat/shop purchasers of the various flats/shops in the said Building. The Purchaser/s shall co-operate with the Owner/Promoter for the aforesaid purposes and shall not raise any dispute or objection in respect thereof;

11.3 The expenses for maintenance, repairs, improvements, replacements in respect of the said infrastructure facilities shall be shared / divided between the purchasers of the premises in the said Building proposed to be constructed on the said Property;

11.4 The Owner/Promoter has informed the Purchaser/s and the Purchaser/s acknowledge/s that the Owner/Promoter shall provide electric meters in the said Premises. However, deposits if any, payable in respect of the electric meters to be installed in respect of the said Premises shall be borne and paid by the Purchaser/s alone.

11.5 The Promoter has absolute development rights in respect of the project land and the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

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

11.7 There are no encumbrances upon the project land or the Project except those disclosed in the title report/this Agreement;

11.8 There are no litigations pending before any Court of law with respect to the project land or Project;

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

11.10 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser(s) created herein, may prejudicially be affected;

11.11 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said the flat/shop which will, in any manner, affect the rights of Purchaser(s) under this Agreement;

11.12 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said the flat/shop/car-parking space to the Purchaser(s) in the manner contemplated in this Agreement;

11.13 At the time of execution of the conveyance deed of the building to the association of Purchaser(s), the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the building to the Association of the Purchaser(s);

11.14 The Promoter has duly paid and shall continue to pay and discharge till the date of receipt of occupation certificate, all undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities;

11.15 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received or served upon the Promoter in respect of the Project Land and/or the Project;

11.16 Various amounts which are to be paid for the commencement for the construction of the Building have been duly paid to the concerned authorities including without limitation stamp duty and registration charges etc. as are for the time being in force

12. REPRESENTATIONS OF THE PURCHASER/S

12.1 The Purchaser/s hereby agree/s and bind/s himself / herself / themselves / itself to pay to the Owner/Promoter in advance the ad-hoc payments in respect of maintenance charges for a period of 18 (eighteen) months from the date possession is given to the Purchaser/s till the formation of the Society/Condominium/Limited Company by the purchasers of the Premises in the said Building proposed to be constructed on the said Property.

12.2 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 with the Owner/Promoter as follows:-

12.2.1 To maintain the premises at Purchaser/s' own cost in good tenantable repair and condition from the date of possession of the said Premises are taken and shall not do or suffer to be done anything in or to the building in which the said Premises are situated which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the said Premises are situated and the said premises itself or any part thereof;

12.2.2 To install the Cooling Units/Compressors of “Spilt Type” Air Conditioners appurtenant to the said Premises only at such places as shall be prescribed therefore by the Owner/Promoter;

12.2.3 Not to lay/install over the exterior of the said Building or the Common Areas thereof such as staircases, landings and ducts thereof, grills, chimney, neon signboards or electronic board/s any Electrical, Telecom Lines or Conduits without the prior written permission of the Owner/Promoter and/or the Society/ Condominium/ Limited Company when formed;

12.2.4 Not to install any Dish or other Antennae for reception of Radio, Telecom or Television Signals in such manner in the said Premises whereby such Dish or other Antennae projects outside the said Premises or on any part of the exterior of the said Building or any of the Common Areas thereof, including on the terrace thereof without the prior written permission of the Owner/Promoter and/or the Society/ Condominium/ Limited Company when formed;

12.2.5 Not to change the colour of the façade of the said Building.

12.2.6 Not to put grills of any other size, shape and colour except as decided by Owner/Promoter;

12.2.7 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 building in which the said Premises are situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage or likely to damage the staircase, common passages or any other structure of the building including entrances of the building in which the said Premises are situated and in case any damage is caused to the building in which the said Premises are situated or the premises 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;

12.2.8 To carry out at its own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Owner/Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the said Premises are situated or to the said premises which may be in contravention of the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

12.2.9 Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration 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 building in which the said Premises are situated and shall keep the portion sewers, drain pipes in the said Premises and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Premises are situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Owner/Promoter and/or the Society or the Limited Company or Condominium;

12.2.10 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 any portion of the said Property and the said Building in which the said Premises are situated;

12.2.11 Pay to the Owner/Promoter within 15 days of demand by the Owner/Promoter, his/their/its share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the said Premises are situated;

12.2.12 To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of any change of user, if any, of the said Premises by the Purchaser/s;

12.2.13 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;

12.2.14 To permit the Owner/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition of the Building and Common area;

12.3 The Purchaser/s and the persons to whom the other Premises in the said Building are sold or are agreed to be sold hereby agree to sign and execute all papers, documents and do all other things for safeguarding the interest of the Owner/Promoter and all persons acquiring the remaining premises in the said Building constructed on the said Property.

12.4 The Purchaser/s shall not let, sub-let, transfer, assign or part with its interest or benefit under this Agreement or part with the possession of the said Premises until all the dues payable by the Purchaser/s to the Owner/Promoter under this Agreement are fully paid up and only if the Purchaser/s has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has obtained the prior written consent of the Owner/Promoter in that behalf.

12.5 The Purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Condominium may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies and the Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society or the Limited Company or Condominium regarding the occupation and use of the said premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

12.6 The Purchaser/s shall allow the Owner/Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Premises or any part thereof for the purpose of making, maintaining, repairing, improving, replacing, re-building, cleaning, lighting and keeping in order and good condition the said infrastructural facilities as also services, drains, pipes, cables, water connections and electric connections, wires, part structures and other conveniences belonging to or serving the said Premises or the said Building in which the said Premises are located and for the purpose of laying down, maintaining, repairing and testing drainage lines, water pipes and electric wires and for similar purposes.

12.7 The Purchaser shall not do or permit to be done any act or thing which may render or void able any insurance of any premises or any part of the said Building or cause any increased premium to be payable in respect thereof or which is likely to cause nuisance or annoyance to users and occupiers of the other premises in the said Building. However it is clarified that this does not cast any obligation upon the Owner/Promoter to insure the building or the said Premises agreed to be sold to the Purchaser/s.

12.8 The Purchaser/s shall 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.

12.9 The Purchaser/s hereby agree/s and undertake/s that in case any payments are required to be made to the Government of Maharashtra or the statutory/ revenue / administrative bodies and authorities under any head or name whatsoever, arising strictly on account of construction of the said Building proposed to be constructed on the said Property and sale of flats, shops and car-parking spaces to the new purchasers at any point of time either during the work of construction being carried out on the said property or after the juridical and physical possession of the said Premises is handed over by the Owner/Promoter to the Purchaser/s or otherwise, then in that event, such payments shall be made by the flat/shop purchasers alone. The Owner/Promoter shall not be called upon to make any payments for the aforesaid purpose or contribute towards the same in any manner whatsoever.

12.10 The Purchaser(s) hereby declare/s that (a) he/she/they/it has gone through this Agreement and all the documents related to the Property; (b) has expressly understood the contents, terms and conditions of the same; and (c) the Owner/Promoter have entered into this Agreement with the Purchaser relying solely on the Purchaser(s) agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser to be observed, performed and fulfilled and complied with. Therefore, the Purchaser(s) hereby agrees, undertakes and covenants to indemnify, save, defend and keep harmless at all times hereafter, the Owner/Promoter and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser(s).

13. DEFECT LIABILITY PERIOD

13.1 If within a period of 5 years from the date of handing over possession of the said Premises to the Purchaser/s, the Purchaser/s brings to the notice of the Owner/Promoter any structural defect in the said Premises which has not occurred by reason of any act of the Purchaser/s or his/her/their family members, representatives, agents etc., then in that event, as per the Owner/Promoter`s Architect`s Certificate, wherever possible, such structural defects shall be rectified by the Owner/Promoter at their own cost.

14. COVENANTS OF THE PURCHASER/S

14.1 The Purchaser/s 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:-

14.1.1 The Purchaser/s shall maintain at his/her/their own costs the said Premises agreed to be purchased by him/her/them after obtaining the possession and shall abide by all bye-laws, rules and regulations of the Government, Local Bodies and Authorities, Electricity Supply Company, the Co-operative Society or the Limited Company or Condominium (as the case may be) and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement;

14.1.2 The Purchaser/s shall from time to time sign and execute the application for the formation and registration of the Society or the Limited Company or Condominium including the bye-laws of the proposed society/limited Company within ten days of the intimation by the Owner/Promoter. The Purchaser/s shall be bound from time to time to sign all the papers and documents and all other deeds as the Owner/Promoter may require him/her/them to do from time to time for safeguarding the interest of the Owner/Promoter and the Purchaser/s of other premises in the said Building. Failure to comply with the provisions of this clause will render this Agreement ipso facto to come to an end. The Purchaser shall ensure that as and when the Owner/Promoter shall so require, the Co-operative Society or the Limited Company or Condominium shall pass the necessary resolution confirming the right of the Owner/Promoter as aforesaid to carry out additional construction work on the said Building and also confirming the right of the Owner/Promoter to sell on Ownership basis other premises in the said Building;

14.1.3 The Purchaser/s shall after being offered possession of the said Premises and in the event of any amount becoming payable by way of levy or premium to the Concerned Local Authority or to the State Government or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the said Premises, the same shall be reimbursed by the Purchaser/s to the Owner/Promoter in the proportion of the area of the said Premises;

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

14.1.5 The Conveyance and other documents for transferring the title in favour of the said Co-operative Housing Society or the Limited Company or Condominium in respect of the land on which the said Building is constructed and the said Building shall be prepared by Owner/Promoter’s Advocates and Solicitors and the same will contain such Covenant and conditions as the Owner/Promoter shall think reasonable and necessary having regard to the development of the said Property. All the expenses incidental to the Conveyance including stamp duty and registration charges will be borne by the proposed Society or the Purchaser/s in his/ their/ her proportion.

14.1.6 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 or part with his/her/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/them to the Owner/Promoter 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/they obtain the prior written consent of the Owner/Promoter.

14.1.7 The Purchaser (s) hereby covenants that as member of the proposed co-operative society, he/she/they shall ensure that the proposed society shall preserve and maintain the documents/ plans received from the Owner/Promoter/Architect and subsequently carry out necessary repairs/ structural audit/fire audit at regular interval and also present periodical structural audit reports and repair history, to check and to carry out fire safety audit from time to time as per requirement of the Chief Fire Officer, through an authorised agency of MCGM.

14.1.8 The Purchaser(s) hereby covenant/s that from the date of possession, he/she/they shall keep the 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, MCGM, BEST Limited 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.

15. INDEMNITY

15.1 The Purchaser/s hereby covenants with the Owners/ Promoter to pay from time to time and at all times the amounts which the Purchaser/s is liable to pay under this Agreement and to indemnify and keep indemnified the Promoter and their agents and representatives, at all times against any expenditure, loss or expense arising from any claim, damages, claims, suits, proceedings, expenses, charges that the Owner/Promoter may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement and/or on account of unauthorised alteration, repairs or wrongful use etc to the premises and/or Car-parking Space, including the amount expended on litigation in enforcing rights herein and/or on account of or occasioned by any accident or injury to the Purchaser/s or his/her/their/its representative/s or any person/s visiting the Purchaser/s or his/her family, guests or visitors or staff, or all persons claiming through or under the Purchaser/s, before or after taking possession of the premises and Car-parking Space and during the occupation, use and enjoyment of the estate, the common areas and the gardens.

16. TERMINATION

16.1 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 Owner/Promoter, this Agreement shall at the discretion of the Owner/Promoter, be terminated by the Owner/Promoter and on such termination the amounts paid till then by the Purchaser/s to the Owner/Promoter (subject to adjustments and recovery of earnest money deposit, brokerage paid & taxes or any other amounts paid as liquidated damages) under this Agreement shall be refunded to the Purchaser/s without any interest within a period of thirty days of termination of the agreement. Upon termination of the agreement the Owner/Promoter shall be free to allot the said Premises to any person(s) of their choice and the Purchaser(s) shall have no objection thereto. On cancellation/termination purchaser(s) shall have no claim of any nature whatsoever against Owner/Promoter.

16.2 The Purchaser shall make the payments of instalment of purchase price, as herein in this Agreement has stipulated on time to the Owner/Promoter. In the event of the Purchaser making any default in payment of the purchase price instalments and/or his/her/their share in taxes, maintenance and other outgoings regularly as agreed to herein by him/her/them, the Owner/Promoter will have right to terminate this Agreement or seek specific performance against the Purchaser for recovering the same.

17. MISCELLANEOUS

17.1 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.

17.2 It is hereby expressly agreed that the terrace on the said Building shall always belong to the Co-operative Housing Society or the Limited Company or Condominium as the case maybe and Provided the Owner/Promoter shall have the exclusive right of putting up Hoardings, Display Advertisements, Erection and Installation of Cellular Telecommunication Relay Station, Radio Pager Relay Stations and other Communication Relaying Stations and for that purpose the Owner/Promoter may at their own discretion put up hoardings and display advertisements with various devices, Erect and install 1) Cellular Telecommunication Relay Station 2) Radio Pager Relay Station 3) and other Communication Relaying Stations and for that purpose install antenna, boosters and other equipments on terrace of the said Building and to commercially explore the aforesaid rights for their own benefit and the Owner/Promoter and their agents shall for the purposes aforesaid have the right to enter the terrace at day and night. The Owner/Promoter shall pay a sum of Rs. 5,000/- (Rupees Five thousand only), per year to the Co-operative Housing Society or the Limited Company or Condominium to be formed after the said Property or any portion thereof is conveyed to the Society or the Limited Company or Condominium as such provided that if any municipal rates, taxes, ceases, assessments are imposed on the Co-operative Housing Society or the Limited Company 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 by the Owner/Promoter or their nominee/s. The Owner/Promoter or their nominee shall be exclusively entitled to the income that may be delivered by display of such advertisements or tower at any time hereafter. The purchaser(s) hereby shall not be entitled to any abatement in price of the said Premises or object to the same for any reason and shall allow the Owner/Promoter, their agents, servants etc. to 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 on the terrace.

17.3 After the possession of the said Premises is handed over to the Purchaser if any additions or alterations in or about or relating to the said Building are required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the Purchasers of various premises in the said Building at his/her/their own costs and the Owner/Promoter shall not be in any manner liable or responsible for the same.

17.4 Any delay or indulgence by the Owner/Promoter in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser/s shall not be considered as a waiver on the part of the Owner/Promoter of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the remedies of the Owner/Promoter.

17.5 All payments, which are to be made under this Agreement, shall be made /effected by Account Payee Cheques drawn in favour of the Owner/Promoter and payable at Mumbai, and no payments made otherwise than as aforesaid, shall be valid or binding upon the Owner/Promoter. Further, no receipts for any payments shall be valid or binding unless it is issued by the Owner/Promoter on its printed letterhead/receipt form and duly signed.

17.6 The Owner/Promoter shall be entitled to alter the terms and conditions of the Agreement relating to the unsold premises in the said Building of which the aforesaid premises form part and the Purchaser/s shall have no right to object to the same.

17.7 It is clearly understood and agreed that it shall not be the obligation of the Owner/Promoter to make the payment of the taxes and other outgoings payable to the concerned authorities unless and until the Owner/Promoter have received the same from the purchasers of various flats/shops and other premises in the Building. The Owner/Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Premises and/or the Building due to non-payment of taxes, electricity bills and/or other dues etc. to the said authorities on account of default in making payments of the said taxes, electricity bills and/or other dues etc. by the Purchaser(s) and/or other purchasers of the Premises therein and/or their failing to comply with their obligations under this Agreement.

17.8 Nothing contained in this Agreement is intended to be nor shall be construed as grant, demise or assignment of the premises and building or any part thereof. The Purchaser(s) shall have no claim, save and except in respect of the premises hereby agreed to be sold to him/her/them/it and it is clarified that the other common facilities, if any, made available on the said Property shall not be available to the Purchaser(s) and the Purchaser(s) shall not claim any right to use the same until the Project Land is transferred/conveyed to the Society or limited company as the case may be.

17.9 Forwarding this Agreement to the Purchaser(s) by the Owner/Promoter does not create a binding obligation on the part of the Owner/Promoter or the Purchaser(s) until, firstly, the Purchaser(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser(s) and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Owner/Promoter. If the Purchaser(s) fails to execute and deliver to the Owner/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Owner/Promoter, then the Owner/Promoter shall serve a notice to the Purchaser(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser(s), application of the Purchaser(s) shall be treated as cancelled and all sums deposited by the Purchaser(s) in connection therewith shall be returned to the Purchaser(s) (subject to deduction of various amounts stated herein above) without any interest or compensation whatsoever.

17.10 This Agreement, along with its schedules and annexures constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises.

17.11 If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

17.12 It is understood between the parties that images, pictures, colours, furniture shown/ contained in marketing collateral, if any, are indicative only and shall not be included as part of the said premises. No right of any nature whatsoever shall be construed and/or deemed to have accrued in favour of any person and/or Purchaser/s from or by virtue of brochure, etc. The Promoter shall not be liable and/or responsible for any loss, damages, cost, charges, expenses suffered / incurred and/or likely to be suffered and/or incurred by any person and/or Purchaser/s. No person or Purchaser/s shall have any right or be entitled to claim or enforce any right based on marketing material, advertisement, brochure, etc.

17.13 If any of this clause of this sale agreement uploaded by us is contrary to the provision of RERA Act & Rules made under then that much clause shall be deemed to be void.

18. DISPUTE

18.1 Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably within 45 days of such dispute, shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder.

18.2 The Courts at Mumbai will alone have exclusive jurisdiction in the matter.

19. NOTICES

19.1 All letters, circulars, receipts and/or notices issued by the Owner/Promoter dispatched under Certificate of Posting to the address known to them of the Purchaser/s will be a sufficient proof of the receipt of the same by the Purchaser/s and shall completely and effectually discharge to Owner/Promoter. For this purpose, the Purchaser/s has given the following address;

Address: ____________________________________

____

____

20. STAMP DUTY AND REGISTERATION CHARGES

20.1 The full ad-valorem stamp duty in accordance with the Maharashtra Stamp Act, 1958 and the full registration charges in accordance with the Indian Registration Act, 1908, of and incidental to this Agreement shall be borne and paid by the Purchaser/s alone in full. The Purchaser/s will lodge this Agreement for registration with the Office of the concerned Sub-Registrar of Assurances at Mumbai, latest within 4 (Four) months from the date of its execution, and the Owner/Promoter shall attend the Sub-Registry and admit execution thereof, upon and after the Purchaser informs the Owner/Promoter of the number under which it has been lodged for registration.

20.2 The Purchaser/s shall pay the amount of service tax and/or sales tax and/or vat levied, Good & Service Tax [GST], any other tax made payable on the sale of the said Premises, by whatever name called and/or leviable and/or becoming payable now and/or becoming payable at any time hereafter on the said premises and/or on the basis of this Agreement under the provisions of Mumbai Sales Tax Act, Central Sales Tax Act , Good & Service Tax [GST] Act and/or any other tax statute.

In Witness Whereof the Parties have hereunto and to the duplicate hereof set and subscribed their respective hands and seals the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

THE LAND

Full Despcription of Property Bearing C. S. No. 1028 of Byculla Division

ALL THAT PIECE or parcel of quit and ground rent land or ground with the messuages tenement or dwelling houses standing thereon situate lying and being at Duncan Road in the Registration Sub-District of Bombay in the Island of Bombay containing by admeasurements 524 6/9th sq. yards or thereabouts and registered in the Books of the Collector of Land Revenue under Rent Roll No. 5346 Collector's of Land Revenue Roll No. A/9455 and 9822 Laughton's Survey No. A/5680 and 1A/5679 and Cadastral Survey No. 1028 part of Byculla Division and in the Books of the collector of Municipal Rates and Taxes under 'E' Ward No. 534 and 879-80 and Street No. 226-230 and 31 and bounded as follows : that is to say, on or towards the east by the property hereinafter secondly described on or towards the west by Duncan Road on or towards the North by the Property of Esmail Dossa and on or towards the South by the Property of Motibai widow of Govind Raja.

ALL THAT PIECE or parcel of quit and ground rent land or ground with the messuages tenement or dwelling houses standing thereon situate lying and being at Stable Street in the Registration Sub-District of Bombay in the Island of Bombay containing by admeasurement 516 5/9th sq. yards or thereabouts and registered in the Books of the Collector of Land Revenue under Collector's Rent Roll No. 4068 Collector's Last Rent Roll No. 9455 Laughton's Survey No. 5680 and 1A/5679 and Cadastral Survey No. 1028 part of Byculla Division and in the Books of the Collector of Municipal Rates and Taxes under 'E' Ward No. 878 and Street No. 33-35 and bounded as follows: that is to say, on or towards the west by the property hereinabove Firstly described on or towards the east by Stable Street on or towards the North by the Property of Esmail Dossa and on or towards the South by the Property of Gulam Rasul.

The above two pieces together admeasuring 851.15 Sq. Meters or thereabout.

Full Description of Property Bearing C. S. No. 1027 of Byculla Division

All that piece or parcel of land of Sanadi tenure containing by admeasurement 231 sq. yards or 193.15 sq. mtrs or thereabouts as appearing by previous title deeds, and situated at stable street in the registration district and sub-district of Bombay, and registered in the books of the Collector of Land Revenue under New Survey no. 2/5679 and Cadastral Survey No. 1027 of Byculla Division, together with the messuage tenement or building thereon and assessed by the Municipal Corporation of Greater Bombay under 'E' Ward Nos. 876 and 877.

THE SECOND SCHEDULE ABOVE REFERRED TO

THE BUILDING

Multi-storied building to be known as "White Pearl" comprising of Ground Floor, First, Second (part), Third, Fourth and Fifth Parking floors, Plus Second (part) Commercial, Plus Fifteen (15) Residential Floors and Terrace located at 226-230 Maulana Azad Road, & 31-39 Stable Street, Mumbai 400008,

THE THIRD SCHEDULE ABOVE REFERRED TO

DETAILS of flat/shop/car-parking space

flat/shop/car-parking space Bearing No. _____ admeasuring about _______ sq. mtr. (equivalent to ______ sq.ft.) of carpet area as per RERA and about _____ sq. mtr. (equivalent to ____ sq.ft.) of carpet area as per DCR on ____ floor of the building being constructed on the land more particularly described in the First Schedule hereinabove written.

List of Annexures

Serial No.	Annexure	Content
1.	A	Property Register Card
2.	B	Commencement Certificate
3.	C	Intimation of Disapproval
4.	D	Report on Title
5.	E	Floor Plan
6.	F	MahaRERA certificate copy
7.	G	Payment Schedule

ANNEXURE "G"

10% ON BOOKING /-

10% ON REGISTRATION OF AGREEMENT FOR SALE	/-
10% ON COMPLETION OF PLINTH	/-
5% ON COMPLETION OF 2nd Floor Slab	/-
5% ON COMPLETION OF 4th Floor Slab	/-
5% ON COMPLETION OF 6th Floor Slab	/-
5% ON COMPLETION OF 8th Floor Slab	/-
5% ON COMPLETION OF 10th Floor Slab	/-
5% ON COMPLETION OF 12th Floor Slab	/-
5% ON COMPLETION OF 14th Floor Slab	/-
5% ON COMPLETION OF 16th Floor Slab	/-
5% ON COMPLETION OF 18th Floor Slab	/-
5% ON COMPLETION OF 20th Floor Slab	/-
5% ON COMPLETION OF BRICKWORK	/-
5% ON COMPLETION OF INTERNAL PLASTER	/-
5% ON COMPLETION OF EXTERNAL PLASTER	/-
5% ON COMPLETION OF POSSESSION	/-

All taxes including Value Added Tax (VAT), Service Tax, Swacch Bharat Cess, Goods and Service Tax or any other statutory taxes/levies that may be imposed as applicable shall be paid by the Purchaser(s). It is expressly understood that the consideration mentioned herein do not include any taxes.

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

SIGNED SEALED AND DELIVERED)

By the within named Owner/Promoter)

__________________________)

_________________________)

SIGNED SEALED AND DELIVERED)

by the within named Purchaser/s)

__________________________)

__________________________)

in the presence of …..)

Note:- If any of this clause of this sale agreement uploaded by us is contrary to the provision of RERA Act & Rules made under then that much clause shall be deemed to be void.