

A G R E E M E N T

ARTICLES OF AGREEMENT made at Mumbai this _____ day of _____ in the Christian Year Two Thousand and _____;

B E T W E E N

RAJGURU DEVELOPERS PRIVATE LIMITED, a Company registered under the provisions of the Companies Act I of 1956, having its office at 139, Seksaria Chambers, 2nd floor, N.M. Road, Fort, Mumbai 400 023, hereinafter referred to as “**Promoters/Developers**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **One Part**.

AND

MR./MRS. _____

having his/her/their address at _____

hereinafter referred to as “**Purchaser/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors and administrators) of the **Other Part**.

W H E R E A S:

1) Promoters are entitled to the properties as stated hereafter.

I. Property No. 1 (Mulund Ambica Property)

A) DEVOLUTION OF TITLE:

- (a) Govt. of Maharashtra is the owner of the property bearing C.T.S. Nos. 1464 & 1475 of Village Mulund (West), Taluka Kurla aggregating in the aggregate 11909.4 square metres.
- (b) A portion of the property described in the above, admeasuring about 5000.91 sq. mts was occupied by slum dwellers. (Slum portion)
- (c) Vide notification as published in the Gazette, published by the Govt. of Maharashtra vide Order bearing No. SLM/IMP/CA/I/30 dated 10th November 1978, of the Dy. Collector (ENC) and Competent Authority of Sub-Division Kurla-1 appointed under the provisions of the Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act, 1971 (hereinafter referred to as “the Slum Act”) has declared the slum portion as slum area within the meaning of the said Act.
- (d) Pursuant to the certificate dated 31.10.1995 bearing No.DILR/RGNP/AMBIKA CO.OP.HSG.SOC/MULUND/420/95 dated 31.10.1995 the District Inspector of Land Record (R.G.N.P./MHADA), Bombay has confirmed that Mulund Ambika Nagar Co-op. Housing Society Ltd. at Mulund Ambika Nagar is in possession of a area of 5000.91 square metres from C.T.S. No.1475 (part) and 1464 which property is **property No. I** referred to herein above for development of the said **property No.I** under the provisions of Slum Act, which property No. I is more particularly described in the First Schedule hereunder.
- (e) The occupants thereof have formed a Co-operative Housing Society named as Mulund Ambika Nagar Co-operative Housing Soccity Ltd. under the provisions of Maharashtra Co-operative Societies Act, 1960, under Regn. No. BOM(MHADA)/HSG/TO/8743/1994.
- (f) Vide a Memorandum of Understanding dated 9.10.1995 by and between the said Mulund Ambika Nagar Co-operative Housing Society Ltd. (therein referred to as “the said Society”) and one M/s. Royal Associates a partnership firm duly registered under Indian Partnership Act, 1932 having its office at 2-A, Jagruti Apartments, Shivajichowk, Kalwa, Thane-400 605 (therein referred to as “the Developer”) the Society therein granted Development Right in respect of said **Property No.I** at and for a consideration and on the terms & conditions as contained therein.
- (g) Pursuant to the execution of the Memorandum of Understanding, as stated in clause ‘f’ above the Society had granted a Power of Attorney in favour of the

nominees of the said Royal to do various acts and deeds as stated in the Power of Attorney, including the Power to appoint substitutes.

- (h) Vide a Joint Development Agreement dated **22nd August, 2007** which is registered with the Sub Registrar of Assurances at Kurla under Serial No. BDR-3 / 6132 of 2007, executed by and between the said Royal Associates (referred therein as “the said Royal) and Mulund Ambika Nagar Co-operative Housing Society Ltd. (therein referred to as “the said Society”) and Mansarovar Marketing Pvt. Ltd., a company incorporated and registered under the provisions of the Companies Act, 1956 and having its office at 102, Guru Ganesh Society, Behind C.D. Deshmukh Garden, M.P. Cross Road, Mulund (East), Mumbai – 400 081 (hereinafter referred to as “the said Mansarovar”). The said Royal therein granted the Development Right accrued to said Royal as stated in paragraph ‘f’ above unto and in favour of the said Mansarovar and the Society had confirmed the same, at and for a consideration and on the terms and conditions therein contained.
- (i) Pursuant to the execution and registration of the joint Development Agreement, Royal Associates appointed the nominees of the said Mansarovar as their substitutes in their place and stead to act under the Power of Attorney referred to in paragraph f above. The said Power of Attorney by Royal in favour of Mansarovar is registered with the Sub Registrar of Assurances at Kurla under serial No. BDR-3 / 6133 of 2007.
- (j) The Slum Rehabilitation Authority, being the Planning Authority in respect of the rehabilitation of slums has vide its letter bearing No. SRA/DYC/90/T/MHL/LOI dated 10.7.09, addressed to the Chief Officer, Mhada, Bandra (East), had enclosed a letter of intent issued to M/s. Royal Associates for the Slum Rehabilitation scheme on the land belonging to Mhada, as more particularly shown in the plan annexed thereto. As the land was owned by Mhada, NOC for building permission by the Land Owning Authority was sought in accordance with the provisions of DC Regulation No. 33(10) Appendix –IV, sub-clause 2.8. As per the said provision, if consent is not granted by the Land Owning Authority within 30 days, after the intimation of such approval of the project as communicated as per the said provision, the same is deemed to have been given within a period of 30 days after such intimation. Promoters have not received any NOC from Mhada however it can be safely presumed that NOC is deemed to have been granted.

CHANGE OF NAME :

The Dy. Registrar of Companies, Maharashtra has issued the said certificate consequent upon the change of name of Mansarovar Marketing Pvt. Ltd. to Rajguru Developers Pvt. Ltd. (RGDPL) on 19.12.2007, having Company id No. U51909MH2001PTC133003, i.e. the Promoters herein.

II. Property No. II (Jadhav Property)

A) DEVOLUTION OF TITLE:

- a) Babu Jama Jadhav was the owner in possession of the Property being All those piece or parcel of land or ground bearing Survey No. 169, Hissa No. 2 of village Mulund, Taluka Kurla, who had vide a writing dated 5th May 1937, which is registered with the Sub Registrar of Assurances at Bandra under Serial No. BND/ 510 of 1937, sold the said Property to Tukaram Babu Jadhav, Durga Babu Jadhav and Sakhubai Kshatar Babu Aapa Jadhav at and for the consideration and on the terms and conditions therein contained.
- b) As mentioned in Mutation Entry No. 1161 (Form No. 6) dated 15th November 1939 of Village Mulund, Tukaram Babu Jadhav, Durga Babu Jadhav, minors through Sakhubai Kshatar Babu Aapa Jadhav, have vide a Sale Deed dated 10.5.39 have purchased from one Kashinath Mhatre, Meenatai Narayan Mhatre, Rama Narayan Mhatre, Dinkar Narayan Mhatre, Jeevan Budhya Mhatre the property bearing Survey No. 169, Hissa No. 1 for a consideration of Rs. 449/-.
- c) Vide an Indenture of Conveyance (in Marathi), dated 8th January 1941, which is registered with the Sub Registrar of Assurances at Bandra under serial No. BND / 24 of 1941, executed by Nivrutti Appa Ganpat in favour of Sakhubai Baburao Jadhav, Tukaram Baburao Jadhav and Durga Baburao Jadhav, the said Nivrutti Appa had sold transferred and conveyed the Property being all those piece or parcel of land or ground, bearing Survey No. 169 : Hissa No. 3 and Survey No. 169 : Hissa No. 4 (part) admeasuring in the aggregate 18 Gunthas, at and for the consideration and on the terms and conditions therein contained.
- d) Pursuant to the City Survey the property referred to in clause a, b and c above is allotted CTS Nos. 1469, 1469/1 to 17, 1470, 1470/1 to 20, 1471, 1471/1 and 1474, of village Mulund, Taluka Kurla, admeasuring 3452.4 sq.mtrs. which Property is hereafter referred to as the **Property No. II**, which Property No. II is more particularly described in the Second Schedule hereunder written. The aforesaid co-relation between the Survey Nos. and the CTS Nos. is reflected in the KJP (Kami Jasta Patrak).

- e) Vide Notification as published in the Gazette of the Government of Maharashtra, dated 10.11.1978, the property bearing Survey No. 1469, 1470, 1471, has been declared as a slum under the order of the Dy. Collector (ENC) and Competent Authority of Sub-division, Kurla 1, under the provisions of the Slum Act. Thus, other than the portion bearing CTS No. 1474, the rest of the Jadhav property has been declared as a slum within the meaning of the Slum Act.
- f) Durga Babu Jadhav died leaving behind him (1) Smt. Smita Subhash Patil nee Shakuntala Durga Jadhav (2) Smt. Shobha Parshuram Devkar nee Shobha Durga Jadhav (3) Smt. Yashoda Machindra Lashkar nee Yadhoda Durga Jadhav (4) Smt. Sujata Sunil Shinde nee Yamuna Durga Jadhav (5) Smt. Ashwini Rajendra Chavan nee Jamuna Durga Jadhav, as his only legal heirs and legal representatives, entitled to inherit his estates as per the law by which he was governed at the time of his death.
- g) Harishchandra Babu Jadhav, died leaving behind her Ramdas Harishchandra Jadhav and Janardhan Harishchandra Jadhav, as her only heirs and legal representatives, entitled to inherit her estate as per the law by which she was governed at the time of her death.
- h) Vide Articles of Agreement made at Mumbai (Bombay) on 22nd October 1992 by and between (1) Shri Tukaram Babu Jadhav, (2) Yashoda Durga Jadhav, (3) Yamuna Durga Jadhav, (4) Jamuna Durga Jadhav, (5) Bhimabai Harishchandra Jadhav, (6) Ramdas Harishchandra Jadhav, (7) Janardhan Harishchandra Jadhav, therein collectively referred to as the Vendors of the first part and one M/s. Shree Datta Developers, a partnership firm therein referred to as the Purchasers, the Vendors therein have agreed to sell transfer and convey the Property being the Property No. II to the Purchasers therein at and for the consideration and on the terms and conditions therein contained.
- i) (1) Shri Tukaram Babu Jadhav, (2) Yashoda Durga Jadhav, (3) Yamuna Durga Jadhav, (4) Jamuna Durga Jadhav, (5) Bhimabai Harishchandra Jadhav, (6) Ramdas Harishchandra R. Jadhav, (7) Janardhan Harishchandra Jadhav, has executed a Power of Attorney in favour of Amol Pandurang Bhagwat, Partner of Shree Datta Developers on October 22, 1992, which Power of Attorney is lodged for registration with the Sub Registrar of Assurances vide Receipt No. 1241 of 1992.
- j) Ramdas Harishchandra Jadhav died intestate on 1st September 1995, leaving behind him his wife, Smt. Shikala Ramadas Jadhav, Shri Shivdas Ramdas Jadhav,

Smt. Meera Dashrath Dhotre, Shri Prakash Ramdas Jadhav, Shri Santosh Ramdas Jadhav and Kumari Renuka Ramdas Jadhav, as his only heirs and legal representatives entitled to inherit his estate as per the law by which he was governed at the time of his death.

k) Shri Janardhan H. Jadhav died intestate on 15th December 2001, leaving behind him his wife, Smt. Nanda Janardhan Jadhav and his daughter Kumari Pooja Janardhan Jadhav (Datta) as his only heirs and legal representatives entitled to inherit his estate as per the law by which he was governed at the time of his death.

l) Tukaram Babu Jadhav, died intestate on 28/5/2007 leaving behind Babu Tukaram Jadhav, Shankar Tukaram Jadhav, Shekhar Tukaram Jadhav, Vishnu Tukaram Jadhav, Smt. Maya Ramesh Danwate as his heirs and legal representatives entitled to inherit his estate as per the law by which he was governed at the time of his death.

m) The legal heirs of the deceased owners have been brought on record in the Property Registered Cards in respect of the Jadhav property, pursuant to various Mutation Entries to that effect and the same is reflected therein.

n) Pursuant to the enactment of the Urban Land (Ceiling & Regulation) Act, 1976, (ULCRA) the owners filed their returns in accordance with Section 6(i) of the said ULCRA. The Additional Collector & Competent Authority appointed under the ULCRA had declared an area of 644.05 sq.metres as surplus with the holders of the land and pursuant thereto had ordered for acquisition of the property admeasuring 644.05 sq.metres. LOI as issued by the Slum Rehabilitation Authority (SRA) as stated hereinafter does not include area of 644.05 sq.metres affected by ULC.

o) Vide a letter dated August 16, 2007 of Shree Datta Developers addressed to Mansarovar Marketing Private Limited, the said Shree Datta Developers confirmed to have relinquished its rights in respect of the said Property No. II unto and in favour of the said Mansarovar and further submitted that the Power of Attorney granted in its favour stood cancelled.

p) Vide a Development Agreement dated **17th August, 2007** which is registered with the Sub registrar of Assurances at Kurla under Serial No. BDR-14 / 5340 of 2007, by and between Babu Tukaram Jadhav, Shankar Tukaram Jadhav, Shekhar Tukaram Jadhav, Vishnu Tukaram Jadhav, Smt. Maya Ramesh Danwate, Smt. Bhimbai Harishchandra Jadhav, Smt. Shikala Ramdas Jadhav, Shivdas Ramdas

Jadhav, Smt. Meera Dashrath Dhotre, Prakash Ramdas Jadhav, Santosh Ramdas Jadhav, Kumari Renuka Ramdas Jadhav, Smt. Nanda Janardan Jadhav, Kumari Pooja Janardan Jadhav, Smt. Smita Subhash Patil, Smt. Shobha Parasuram Devkar, Smt. Sujata Sunil Shinde, Smt. Yashoda Machindra Lashkar and Smt. Ashwini Rajendra Chavan therein referred to as “the Owners” and Shri Datta Developers through its proprietor Smt. Amruta Suhas Guruji having its office at Datta Furniture Mart, Datta Nagar, Dombivli (East) (therein referred as “the said Confirming Party) and Mansarovar Marketing Pvt. Ltd., a company incorporated and registered under the provisions of the Companies Act, 1956 having its office at 102, Guru Ganesh Co-operative Housing Society Ltd., Behind Chintamani Deshmukh Garden, Mahatma Phule X Road, Mulund (East), Mumbai – 400 081 (therein referred to as “the Developers”). The Owners therein have granted the Development Rights in respect of **Property No. II** mentioned herein above in favour of the Developers therein which is confirmed by the Confirming Party therein at and for the consideration and on the terms and conditions contained therein.

- q) The Confirming Party therein i.e. Shri Datta Developers has represented under the aforesaid Development Agreement executed by the said Babu Tukaram Jadhav & Ors. that they have released and extinguished all their right, title and/or interest in respect of the Jadhav property unto and in favour of the Developers.
- r) Pursuant to the execution of the Development Agreement, Babu Tukaram Jadhav, Shankar Tukaram Jadhav, Shekhar Tukaram Jadhav, Vishnu Tukaram Jadhav, Smt. Maya Ramesh Danwate, Smt. Bhimbai Harishchandra Jadhav, Smt. Shikala Ramdas Jadhav, Shivdas Ramdas Jadhav, Smt. Meera Dashrath Dhotre, Prakash Ramdas Jadhav, Santosh Ramdas Jadhav, Kumari Renuka Ramdas Jadhav, Smt. Nanda Janardan Jadhav, Kumari Pooja Janardan Jadhav, Smt. Smita Subhash Patil, Smt. Shobha Parasuram Devkar, Smt. Sujata Sunil Shinde, Smt. Yashoda Machindra Lashkar and Smt. Ashwini Rajendra Chavan, executed and registered a Power of Attorney in favour of the nominees of the said Mansarovar. The Power of Attorney is registered with the Sub Registrar of Assurances at Kurla under Serial No. BDR-14 / 3374 of 2009.

III. Property No. III (Paranjpe Property)

A) DEVOLUTION OF TITLE:

- (a) Smt. Yashodabai Krishnaji Trimbake, (2) Shri Gopal Dhondubai Sabne (3) Shri Somnath Ganpat Borade and (4) Shri Sadashiv K. Shinde, were the original owners in respect of the said Property No. III, more particularly described in the Third Schedule hereunder written, having acquired the same, pursuant to a

Conveyance dated 02.03.1957, which is registered with the Sub-Registrar of Assurances at Bandra under Serial No. BND/339/57 dated 02.03.57.

- (b) Vide an Indenture made and entered into at Mumbai dated 20.04.64 executed by (1) Yashodabai, wife of Krishnaji Trimbake, 2) Shri Gopal, son of Dhondu Sabne (3) Shri Somnath, son of Ganpat Borade and (4) Shri Sadashiv, son of Krishna Shinde and executed in favour of Sharaschandra, son of Anant Paranjpe, Sindhu, wife of Sharadchandra Paranjpe, Anant, son of Vasudeo Paranjpe and Sushila, wife of Anant Paranjpe, therein referred to as “the Purchasers”, which is registered with the Sub Registrar of Assurances under Serial No. BND-1055/64, the Vendors therein had sold, transferred and conveyed the property admeasuring 1978 sq.yards or thereabouts, being land bearing Survey No. 169, Hissa No. 1 (part) and 2(part) and Chalta No. 377/1 of Village Mulund, Taluka Kurla of Bombay Suburban.
- (c) Vide an Indenture made and entered into at Bombay on 15th day of November 1971, which is registered with the Sub-Registrar of Assurances at Bandra, under Serial No. BND-1833 of 1971, executed by (1)Yashodabai, wife of Krishnaji Trimbake, (2) Shri Gopal, son of Dhondu Sabne (3) Shri Somnath, son of Ganpat Borade and (4) Shri Sadashiv, son of Krishna Shinde, executed in favour of Sharaschandra, son of Anant Paranjpe, Sindhu, wife of Sharaschandra Paranjpe, Anant, son of Vasudeo Paranjpe and Sushila, wife of Anant Paranjpe, therein referred to as “the Purchasers”, the Vendors therein have at and for the consideration and on the terms and conditions therein contained have sold, transferred and conveyed the property admeasuring 148 sq.yards, equivalent to 123.75 sq.metres, being land bearing Survey No. 169, Hissa No. 1(part) and Chalta No. 337/1 of Village Mulund, Taluka Kurla, within the registration district and sub-district of Bombay Suburban.
- (d) Pursuant to the order of the City Survey Officer dated 27.04.1981, in CTS Case No. 1/1473/MU/81 the property at Mulund bearing Survey No.169, Hissa No. 1(part), Survey No. 169, Hissa No. 1/2(part), Survey No. 169, Hissa No. 1(part) reflected in document bearing No. BND/1833 of 1971, the area as stated therein is shown as 1777.54 sq.metres, however the area of CTS No. 1473 of Village Mulund is 1980.7 sq.metres.
- (e) Anant Vasudev Paranjape died intestate leaving behind him his son, Madhukar A. Paranjpe as his only heir and legal representative entitled to inherit his estate which he was governed at the time of his death, and his name is brought on the

Property Register Cards, vide Order bearing No. 1473/84 of CTSO Mulund dated 11.9.1984.

- (f) The said Sushila Anant Paranjape died leaving behind Shailesh S. Paranjape as the sole beneficiary of the properties as per her last will and testament dated 14th August, 1986 executed by her. The Property Register Cards however continues to show Sushila Anant Paranjape as the joint owner.
- (g) The Deputy Collector and Competent Authority (II) (ULC) Greater Mumbai under the Urban Land (Ceiling & Regulation), Act, 1976 vide order dated 18.03.2002 bearing No. C/ULC/6(i)/SR-XVIII-65/D-XIII-550 has declared that there is no surplus vacant land with the Owners of **Property No.III**.
- (h) Vide an Indenture of Conveyance dated **23rd September, 2009** which is registered with the Sub Registrar of Assurances at Mulund, under Serial No. BDR-3/8907 of 2009 executed by and between Sharadchandra Anant Paranjape, Smt. Sindhu Sharadchandra Paranjape, Madhukar Anant Paranjape and Shailesh S. Paranjape therein referred to as “the Vendors” and M/s. Rajguru Developers Pvt. Ltd., a company incorporated and registered under the Companies Act, 1956 having its office at 102, Guru Ganesh Co-operative Housing Society Ltd., Behind Chintamani Deshmukh Garden, Mahatma Phule Cross Road, Mulund (East), Mumbai – 400 081 therein referred to as “the Purchasers”, the Vendors therein sold and transferred the said **Property No. III** more particularly described in the Third Schedule hereunder written in favour of the said Purchasers, i.e. the Promoters herein.

IV. Property No. IV (Pitkar Property)

A) DEVOLUTION OF TITLE:

- a) One, Shri Bholanath Laxman Pitkar was the original owner in respect of the Property No. IV, particularly described in the Fourth Schedule hereunder written, who had acquired the same pursuant to a Sale Deed dated 02.03.1957, which is registered with the Sub-Registrar of Assurances at Bandra under Serial No. BND-338/57, as a minor, then, through his guardian Laxman Dhanu Pitkar.
- b) Bholanath Laxman Pitkar, died intestate, leaving behind his wife, Smt. Pushpa Bholanath Pitkar, Smt. Harasha Babulal Shelar, Smt. Veena Raju Daundkar and Shri Nikhilesh Bholanath Pitkar, as his only heirs and legal representatives entitled to inherit his estate as per law by which he was governed, at the time of his death.

- c) The aforesaid fact of the death of Bholanath Laxman Pitkar on 18th May 1992 is mentioned in the Property Registered Cards in respect of the said property. Also the names of the legal heirs as stated herein have been brought on record in the Property Registered Cards in respect of the Pitkar property, in the place and stead of Bholanath Laxman Pitkar.
- d) Vide a Deed of Conveyance dated **1st October, 2009** the said Smt. Pushpa Bholanath Pitkar, Smt. Harasha Babulal Shelar, Smt. Veena Raju Daundkar and Nikhilesh Bholanath Pitkar therein referred to as "the Vendors" and one M/s. Rajguru Developers Pvt. Ltd. a company incorporated and registered under the provisions of the Companies Act, 1956 having its office at 102, Guru Ganesh Co-operative Housing Society Ltd., Behind Chintamani Deshmukh Garden, Mahatma Phule Cross Road, Mulund (East), Mumbai – 400 081 therein referred to as "the Purchasers". The Vendors therein sold, transferred and conveyed said **Property No.IV** particularly described in the Fourth Schedule hereunder written in favour of the said Purchasers.

The Property No. I, Property No. 2, Property No. 3 and Property No. 4 is hereafter collectively referred to as the "Said Larger Property" and is shown in the plan annexed hereto as **Annexure A** in blue boundary.

V. CONSENT OF HUTMENT DWELLERS:

- a) The hutment dwellers occupying the portions of the property known as "Ambica Nagar" slum area have passed a General body Resolution appointing Mansarovar Marketing Pvt. Ltd. as the developer for the implementation of the slum rehabilitation scheme. The slum dwellers have also executed individual agreements with Rajguru Developers Pvt. Ltd., suggesting their consent for the scheme of rehabilitation.
- b) The slum dwellers have in the layout drawings as prepared by Rajguru Developers Pvt. Ltd. have confirmed the relocation of the rehabilitation buildings in such a manner that the rehabilitation buildings shall be constructed on the portion which is on the rear side of the said property and the front portion shall be used by Rajguru Developers Pvt. Ltd., for constructing the sale building.
- c) The encroachers on the Jadhav property and the Pitkar property have proposed a Co-operative Housing Society by the name 'Ambe Krupa Co-operative Housing Society (Proposed) (therein referred to as the Society).

- d) The said Ambe Krupa Co-operative Housing Society has vide a Development Agreement dated October 2008 in favour of Rajguru Developers Pvt. Ltd. (therein referred to as the Developers) have granted the development rights in respect of Pitkar and Paranjpe property to the Society at and for a consideration and on the terms and conditions more particularly stated therein.
- e) Pursuant to the execution of the Development Agreement by the Society in favour of the Developers, the Society has authorised the nominees and the Developers to do various acts and deeds in respect of the development of the Pitkar and Paranjpe property.
- f) The Promoters have obtained the necessary consent of more than 70% of the eligible hutment dwellers for the Slum Rehabilitation Project for the development of the said property.

VI. FURTHER ACQUISITION, ADJOINING PROPERTIES AND OTHER PROPERTIES OF THE PROMOTERS:

- (a) In addition to the properties referred to in I to IV above the Promoters are also envisaging to procure and/or purchase the development rights and/or the property being property bearing CTS No. 1465 and 1465/1 to 1465/16, admeasuring in the aggregate 389.0 sq.mtrs., more particularly shown in the plan annexed hereto and described as '**Shinde Property**'. The Shinde Property is also completely encroached upon and is declared as a slum within the meaning of the Slum Act. The Promoters may at their discretion amalgamate the Shinde Property in the project and construct the rehabilitation tenements on the portion particularly shown in the plan annexed hereto, which portion is hereafter referred to as the Rehabilitation Portion.
- (b) The Promoters are the owners and/or are well and sufficiently entitled to the property on J.N. Road, bearing CTS Nos. 589, 589/1 to 95 as more particularly shown in the plan annexed hereto. The aforesaid property is hereinafter referred to as the '**Gaushala Road Property**.' The Promoters are required to construct rehabilitation tenements for the slum dwellers of Gaushala Road Property and also to create tenements for PAP (Project Affected Persons). The rehabilitation component of Gaushala Road Property as well as the PAP to be generated of Gaushala Road Property shall be constructed by the Promoters on the rehabilitation portion for the aforesaid 4 properties, as referred to above, or in their own discretion, the Promoters may construct the sale tenement of the Said Larger Property on Gaushala Road Property, or transfer the sale portions or parts

thereof interse/vice versa, or Sell TDR, TDR generated shall be the property of the Promoters/Developers.

- (c) The Promoters are also envisaging to amalgamate in the project the adjoining properties of Ganpat Building and Paras Building. In the event of the aforesaid properties of Ganpat Building and Paras Building are amalgamated, the Promoters shall be entitled to a further FSI because of such amalgamation.

The Shinde Property, Ganpat Property and Paras Property is hereafter collectively referred to as future property. In case of such amalgamations, parking, substations, u/g tanks and such other common amenities may be utilised for the developments on future properties. TDR generated because of non utilisation of FSI shall always be Promoters property.

VII. SCHEME OF DEVELOPMENT:

- (a) The Promoters have submitted a scheme for developing the said larger property jointly under Regulation 33(10) and 33(14) of the Development Control Regulations, whereby the Promoters are required to rehabilitate the slum dwellers/encroachers and also to generate PAP for the rehabilitation of the Project Affected Persons. The said larger property is affected by railway reservations as particularly shown in the plan annexed hereto in cyan wash admeasuring in the aggregate 2085.48 sq.mts. TDR generated on surrender of such reservation area shall be the exclusive property of the Developers. In the event, such reservation is lifted, the property shall in such case also be the exclusive property of the Developers. The present development is without taking into account the areas affected by Railway Reservation. The Promoters shall for the rehabilitation of the slum dwellers and for the PAP shall construct buildings being Composite Building Nos.1 and 2 consisting of 3 & 4 wings each having ground + 15 upper floors and Ground + 16 Upper Floor, on the portion of the property shown in red cross lines admeasuring 4284.86 sq.mts and particularly described in the Fifth Schedule hereunder written and hereafter referred to as "SLUM PORTION".

- (b) The Promoters are envisaging to construct a Sale Building for the sale in the open market a building consisting of 2 basements + stilt + podium + 28 upper floors, to be known as "**Raj Altezza.**" Presently the Promoters have obtained approvals upto 17 floor level. As and when the amalgamation of Gaushala Road Property shall take place, the Promoters shall obtain the approvals for the upper floors and the Sale Building. As per plan as approved there are six flats on each floor. From 23rd Floor onwards, there shall be 4 flats on each

floor. Because of this, there shall be pocket terrace on 23rd floor which shall be for adjoining flat owners.

- (c) The Composite Buildings for the rehabilitation of the slum dwellers as well as the PAP of the said Larger Property and Gaushala Road Property or the future properties or part thereof shall be on the portion of the said larger property admeasuring 4284.86 sq.mtrs as more particularly shown in red cross lines in the plan annexed hereto, being Annexure 'A' and more particularly described in the Fifth Schedule hereunder written.
- (d) The Sale Buildings shall be constructed on a portion of the said larger property admeasuring 3009.91 sq.mtrs., which portion of the property is shown in cyan cross lines on the plan annexed hereto and marked as Annexure 'A' and more particularly described in the Sixth Schedule hereunder written and hereafter referred to as "**Sale Portion,**" which is also referred to as "**Said Property.**"
- (e) After construction of Sale Building as stated in (b) above, there is still potential to construct further Sale Building by consuming FSI of 1500 to 2000 Sq. Mts. The Promoters/Developers shall construct additional building/s utilising the aforesaid balance FSI along with FSI of Shinde Property as well as the other future properties as shown in the plan annexed hereto as '**Future Development**'. The same may also be utilized on Gaushala Road, Property at the discretion of the Promoters/Developers, if permissible.

2) STATUTORY PROVISIONS :

- a) Housing and Special Assistance Department of the Government of Maharashtra and The Municipal Corporation of Greater Mumbai, (hereinafter called "The Corporation") has formulated a scheme for the re-development of slums through participation of slum dwellers under Regulation No. 33 (10) of the Development Control Regulations for Greater Mumbai, 1991, which has been approved by the Government of Maharashtra, (hereinafter referred to as the said Scheme and which expression shall also mean to include all amendments made to it from time to time.)
- b) Under the said scheme, various norms have been fixed for rehabilitation of the existing slum dwellers who hold Foto Passes and / or whose names appear in the Assembly Election Rolls of 1995.

- c) Under the said scheme, the slum dwellers are required to form a cooperative housing society, within the meaning and the Registrar of Societies may approve provisions of the Maharashtra Cooperative Societies Act, 1960, by such name as.
- d) Property so occupied by the members of such Societies is permitted to be re-developed by private participation.
- e) Regulation 33(10) of the Development Control Regulations for Greater Mumbai, 1991, (DC Regulations) sets guidelines for rehabilitation of slum dwellers through owners/developers/co-operative housing societies for re-developing or re-constructing of census slums or such slums as more particularly stated in the said Regulation and in accordance with the said Regulation, FSI is granted for the re-development of such slum area.
- f) In accordance with Regulation 33(14) of the D.C. Regulations, provisions have been made relating to transit camp tenements for Slum Rehabilitation Scheme. Pursuant to the Circular of the Urban Development Department of the Government of Maharashtra, bearing No. TPB-4306/3672/CR-302/06/UD-11 dated 31st October 2008, the Government has permitted to interchange in suburb and extended suburb of Greater Mumbai and has also permitted amalgamation of schemes under Regulation 33(10) and 33(14) of the Development Control Regulations.
- g) Vide a Circular of the Government of Maharashtra, in its Urban Development Department bearing No. TPB-4306/3672/CR-302/06/UD-11, dated 27.12.2006, the Government has permitted amalgamation of 2 or more Slum Rehabilitation Scheme by the same owners/developers/NGO's/co-operative housing societies. In the aforesaid order, it has been further clarified that, "the entire free sale component or rehabilitation component including PAP tenements generated on norms of 500 tenements per Ha. of one slum rehabilitation scheme site can be permitted to be shifted to the other slum rehabilitation scheme site, provided the other conditions of Appendix IV, clause 7.8 of Regulation 33(10) are fulfilled".

3) ENTITLEMENT OF PROMOTERS/DEVELOPERS:

- a. The Promoters/Developers are thus entitled to develop the Said Larger Property in the Slum Re-development Scheme, more particularly under Regulation 33(10) and 33(14) of the Development Control Regulation, 1991.

- b. The Promoters herein have appointed Mr. Mahesh Shelke of M/s. Vertigo Horizon as their Architects and have entered into a standard Agreement with the said Architect. The said Architect on behalf of the Developers have submitted a Scheme to the Slum Rehabilitation Authority and the Slum Rehabilitation Authority has issued LOI as stated hereinafter. The LOI is annexed hereto as **Annexure “B”**. The aforesaid Architect has obtained various other approvals as stated hereinafter which are annexed hereto as **Annexure C-1, C-2, C-3, C-4, C-5 and C-5**.
- c. The Promoters have also appointed Dr. H.M. Raje of H.M. Raje & Associates as the Structural Engineer/RCC Consultant to submit the structural designs in respect of the buildings to be constructed.

4) ORDERS & APPROVALS:

- a. The Slum Rehabilitation Authority had sanctioned a scheme on plot bearing CTS No. 1464, 1475 of Village Mulund for Mulund Ambika Co-operative Housing Society under Reference SRA/CAE/90/T/MHL/LOI and LOI was issued in favour of Owner/Developer being Royal Associates on 10.2.1995.
- b. The Additional Collector/SRA has sanctioned a scheme on MHADA Plot bearing CTS No. 1464, 1475(p), Mulund (W) of Ambika Nagar Co-operative Housing Society Ltd. and had issued the revised Annexure II on 22.07.1997 vide its order bearing No. SRA/Addl.Collr./Ambika/Rev.-Ann.II/97 dated 22.07.1997. Annexure II in respect of property bearing CTS Nos. 1469, 1469/1 to 17, 1470, 1470/1 to 20, 1471, 1471/1, 1472, 1472/1 to 20 has been issued by the Dy. Collector, (Encroachment) vide No. Dy. Coll/Enc/(Divn)/KV-428/09.
- c. The Slum Rehabilitation Authority vide its Letter of Intent bearing No. SRA/DYCE/90/T/MHL/LOI dated 28.10.2009 as issued a revised letter of intent and has permitted the maximum FSI of 3.00 and FSI of 2.5 in accordance with clause 33 (14) (D) of DCR 1991 on the terms and conditions more particularly stated in the said Order.
- d. The Slum Rehabilitation Authority appointed under the Slum Act has issued intimation of Approval under sub-regulation 2 & 3 of appendix/IV on Development Control Regulation, 1991 more particularly regulation No. 33 (10) for the composite building No.1 has issued vide No. SRA/ENG/2274/T/MHL/AP dated 20.03.2010.
- e. Pursuant to the compliance as stated in the said Intimation of Approval, the SRA has issued Commencement Certificate for the composite building No.1

rehabilitation portion vide No. SRA/ENG/2274/T/MHL/AP dated 07.09.2010, upto plinth level.

- f. The Slum Authority has also issued an intimation of approval under SRA/ENG/2318/T/MHL/AP dated 20.03.2010 for the composite building No. 2. Pursuant to the compliance of conditions under intimation of approval referred to herein above the Slum Rehabilitation Authority has vide its Commencement Certificate bearing No. SRA/ENG/2318/T/MHL/AP dated 07.09.2010 granted permission for composite building No.2 for work upto plinth level of said building No.2 rehabilitation portion.
 - g. The Slum Rehabilitation Authority has further issued an Intimation for Approval under No. SRA/ENG/2317/T/MHL/AP dated 29th September, 2010, for the sale Building No. 3.
 - h. The Government of Maharashtra in its Environmental Department has vide its order dated 24.3.2011 in File No. SEAC 2010/CR.455/TC.2 has granted environmental clearance to the residential complex being constructed by Rajguru Developers Pvt. Ltd. under SRA Scheme for Mulund Ambica Nagar Co-operative Housing Society Ltd., Ambe Krupa Co-operative Housing Society (Proposed) and non slum plot at Pandit J.N. Road, Mulund, on the terms and conditions as more particularly stated in the said environmental clearance.
- 5) The title of the Promoters and/or the Promoters entitlement to develop the Said Larger Property under the Slum Rehabilitation Scheme and to sell flats in the saleable portion in the saleable buildings to be constructed by the Developers is certified by M/s. VPV Legal & Associates, Advocates and Solicitors, copy of which Certificate dated 20.08.2011 is annexed hereto as **Annexure "D"**.
- 6) The Real Estate (Regulation and Development) Act, 2016 RERA came into force in the State of Maharashtra with effect from 01st May 2017. The Promoters/Developers are required to register the real estate project under the Act within three months from the effective date of the aforesaid act or any extended date thereafter, in accordance with the Act as an ongoing project.. Presently the Promoter herein are in the process of registering the said project with the RERA authority. The Promoter shall intimate to the Purchaser, the details of the registration of the project with RERA authorities once received.

- 7) The Purchaser/s declare and confirm that he/she/they is/are fully aware of the terms and conditions of the said Agreements/Covenants made between the Original Developers and the Developers and the Purchaser/s shall not be entitled to claim any higher, further or other right either to the said Property or internal road, recreation ground and other area and the same will belong to the said Promoters and neither the Purchaser/s herein nor the Co-operative Society or the Condominium of Apartment Purchasers of the said proposed building will have any right, lien or claim thereon in any manner whatsoever.
- 8) The Purchaser has approached the Developers for sale to the Purchase of a flat bearing No. _____ on the _____ floor of the _____ Wing in the Sale Building _____, which is being constructed on the said property (hereinafter referred to as the "Said Flat") which is more particularly described in the Seventh Schedule hereunder written and shown in the plan annexed hereto as **Annexure "E"** on the portion of First Phase Property i.e. Said Property. At the request of the Purchaser, the Promoters have agreed to allot the said flat on ownership basis to the Purchaser.
- 9) By virtue of the writings referred to in recital 1, the Promoters alone have the sole and exclusive rights to sell the flats interalia in the Sale Buildings, being constructed by the Promoters herein on the saleable portion of the said larger property or any part thereof and enter into Agreements with the Purchasers of the flats/shops/units and to receive the sale price in respect thereof.
- 10) The Promoters have further informed the Purchaser and the Purchaser is aware that the Promoters will be executing separate Agreements with several prospective Purchasers for sale of the flats/units and other premises in the buildings proposed to be constructed in the Sale Buildings.
- 11) The Property Cards in respect of the said larger property are collectively annexed hereto as **Annexure "F"**.
- 12) The Purchaser has demanded from the Developers and the Developers have given xerox copies of the documents and have also given inspections to the flat Purchaser of all the documents of title relating to the said properties, the various orders, the said Agreements and the plans, designs and specifications prepared by the Promoters Architect and all such other documents as are specified and/or required to be shown to Purchasers under the Maharashtra Ownership Flats (Regulations of Construction, Sale, Management and Transfer) Act, 1963, and

Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as “The said Laws”) and the Rules made thereunder.

- 13) Under Section 4 of the MOFA read with Section 13 of RERA, the Promoters are required to execute a written Agreement for Sale of the said Premises with the Flat Purchaser/s, being in fact these presents and also to register under the Registration Act
- 14) The parties hereto are desirous of recording the terms and conditions on which the Promoters have agreed to allot and/or to sell and the Purchasers has agreed to purchase the said unit in the manner hereinafter appearing.

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

1. Parties agree that the recitals as contained herein above shall form an integral and operative part of this Agreement as if the same are set out and incorporated herein verbatim.
2. The Promoters are envisaging to construct a Sale Building for the sale in the open market a building consisting of 2 basements + stilt + podium + 28 upper floors, to be known as “**Raj Altezza.**” Presently the Promoters have obtained approvals upto 17 floor level. As and when the amalgamation of Gaushala Road Property shall take place, the Promoters shall obtain the approvals for the upper floors and the Sale Building.
3. The total FSI available in the said project is 30163.44_sq. mtrs., out of which FSI of 14925.08sq. mtrs. is to be utilized for the Rehab Component and the balance FSI of 20636.18 sq. mtrs. shall be utilized for Sale Component, by the Promoters
4. The Purchasers are aware that the Promoters have applied for the requisite permissions from the Ministry of Environment and Forests (hereinafter referred to as the “**MoEF Permissions**”). The Purchaser is aware that the permission shall be granted to the Promoters herein on the undertaking/s, Indemnities furnished by the Promoters for various compliances, inter-alia of Rain Water Harvesting and Sewage Treatment Plant. The Promoters shall comply with all such compliances which shall be required during the construction and the Purchasers covenants with the Promoters that they shall comply with all the ongoing and recurring compliances as the assignee of the Promoters.

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

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

Name: _____

Address: _____

Tel. No.: _____

7. The Purchaser/s hereby agree to acquire Flat No. _____ on _____ Floor of the said Building admeasuring _____ Sq. Meters (equivalent to approx. _____ Sq. Ft.) Carpet area as defined under Real Estate (Regulation & Development) Act, 2016, more particularly described in the Seventh Schedule hereunder written hereinafter called **“the said premises”** at or for the lump sum price of Rs _____/- (Rupees

_____ only). The said price is fixed on lump sum basis and has no bearings whatsoever on the actual measurement of the carpet area of the said premises inclusive of balcony is _____ sq. ft. along with a provisional right to park _____ car/s in the _____ level, of the building beneath _____ wing. The Purchaser(s) is/are aware that there may be a variance of $\pm 3\%$ in the aforesaid area because of construction constraints or other reasons. The total Sale Consideration shall be recalculated upon confirmation of the carpet area after completion of construction by the Promoter. If there is any reduction in the carpet area more than the defined limit of 3%, then, the promoter shall refund the excess money paid by the Flat Purchasers within 45 (forty-five) days with annual interest being Interest Rate (defined below), from the date when such an excess amount was paid by the Flat Purchaser. If there is any increase in the carpet area

allotted to the Flat Purchaser/s, the Promoter shall demand additional amount from the Flat Purchaser prior to taking possession of the said premises. It is clarified that the payments to be made by the Promoter/Flat Purchaser/s, as the case may be, under this clause, shall be made at the same Interest Rate as defined herein. The said provisional allotment shall always be subject to the confirmation of the society when formed. The consideration mentioned herein is for the said premises and no separate consideration is payable for the car parking areas. The typical floor plan showing the said Flat is annexed hereto and marked **Annexure “G”** and the said Flat is shown, surrounded thereon by a red coloured cross lines. The Purchaser/s has/have ascertained the said area. The said Flat has been agreed to be sold together with the proportionate share in the common areas and amenities as well as the limited common area and facilities appurtenant to the said flat/premises and as more particularly described in the Eighth Schedule and the same shall be in proportion to the area of the said premises to the entire area of the said building. The Purchaser/s shall have no claim over limited common area save and except as expressly granted. The Purchaser/s has/have seen approved and accepted the amenities provided in the said premises prior to execution of this Agreement.

8. The Development Control Regulation for the City of Mumbai defines carpet area as more particularly stated therein. Real Estate (Regulation & Development) Act, 2016, defines carpet area as what is stated therein. Thus there is difference in definition of carpet area in both the laws
9. Promoter have till date sold premises as per definition of carpet area in Development Control Regulation Mumbai. However for calculation of maintenance charges by the organization of the Purchaser or the Promoter themselves shall be charged to all the unit holders on the basis of carpet area as defined in Real Estate (Regulation & Development) Act, 2016. All the previous sales on the basis of carpet area calculated as defined in Development Control Regulation Mumbai shall be recalculated on the basis of carpet area as defined in Real Estate (Regulation & Development) Act, 2016 and maintenance shall be charged uniformly to all previous purchasers and the purchasers on the carpet area as define in Real Estate (Regulation & Development) Act, 2016
10. It is expressly agreed that the said premises shall contain specifications, fixtures, fittings and amenities more particularly as described in Ninth Schedule hereunder written and the Purchaser confirms that the Promoters shall not be liable to provide any other specification, fixture, fittings and amenities in the said flat/premises.

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

12. The Purchaser has paid on or before execution of this agreement a sum of Rs. _____ Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the promoter the balance amount of Rs. _____ (Rupees _____) in the following manner:- -

- i) Amount of Rs. _____ (Rupees _____) (not exceeding 20% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- ii) Amount of Rs. _____ (Rupees _____) (not exceeding 7.5% of the total consideration) to be paid to the Promoter on completion of 1st basement of the building or wing in which the said premises is located\
- iii) Amount of Rs. _____ (Rupees _____) (not exceeding 7.5% of the total consideration) to be paid to the Promoter on completion of Plinth of the building or wing in which the said premises is located.
- iv) Amount of Rs. _____ (Rupees _____) (not exceeding 4% of the total consideration) to be paid to the Promoter on completion of 1st Habitable Floor of the building or wing in which the said premises is located.
- v) Amount of Rs. _____ (Rupees _____) (not exceeding 3% of the total consideration) to be paid to the Promoter on completion of 4st Habitable Floor of the building or wing in which the said premises is located
- vi) Amount of Rs. _____ (Rupees _____) (not exceeding 3% of the total consideration) to be paid to the Promoter on completion of 8th Habitable Floor of the building or wing in which the said premises is located
- vii) Amount of Rs. _____ (Rupees _____) (not exceeding 3% of the total consideration) to be paid to the Promoter on completion of 12th Habitable Floor of the building or wing in which the said premises is located.
- viii) Amount of Rs. _____ (Rupees _____) (not exceeding 3% of the total consideration) to be paid to the Promoter on completion of 16th Habitable Floor of the building or wing in which the said premises is located.

- ix) Amount of Rs. _____ (Rupees _____) (not exceeding 3% of the total consideration) to be paid to the Promoter on completion of 20th Habitable Floor of the building or wing in which the said premises is located.
- x) Amount of Rs. _____ (Rupees _____) (not exceeding 3% of the total consideration) to be paid to the Promoter on completion of 24th Habitable Floor of the building or wing in which the said premises is located
- xi) Amount of Rs. _____ (Rupees _____) (not exceeding 3% of the total consideration) to be paid to the Promoter on completion of Terrace/28th Habitable Floor of the building or wing in which the said premises is located

- xii) Amount of Rs. _____ (Rupees _____) (not exceeding 5% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Premises..
- xiii) Amount of Rs. _____ (Rupees _____) (not exceeding 5% of the total consideration) to be paid to the Promoter on completion of Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises is located..
- xiv) Amount of Rs. _____ (Rupees _____) (not exceeding 5% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Premises is located.
- xv) Amount of Rs. _____ (Rupees _____) (not exceeding 10% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of Sale of the building or wing in which the said premises is located.
- (xvii) Balance Amount of Rs. _____ (Rupees _____) against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate..

Time as to payment shall be of the essence and if the Purchaser/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Purchaser/s shall pay to the Promoter interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (“the Interest Rate”) on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate Notwithstanding anything contained anywhere else in this Agreement, the

Promoter shall not be obliged to handover possession of the said Premises unless and until receipt of all amounts under this agreement by the Promoter..

Without prejudice to the right of the Developer to charge interest at the Interest Rate mentioned at Clause [26] herein, and any other rights and remedies available to the Developer, either (a) on the Purchaser committing default in payment on the due date of any amount due and payable by the Purchaser to the Developer under this Agreement (including his/her/their/its proportionate share of taxes levied by the concerned local authority and other outgoings) and/or (b) the Purchaser committing 3 (three) defaults of payment of the instalment(s) of the Sale Consideration, the Developer shall be entitled to, at its own option and discretion, terminate this Agreement. Provided that, the Developer shall give a notice of 15 (fifteen) days in writing to the Purchaser (“**Default Notice**”), by courier / e-mail / registered post A.D. at the address provided by the Purchaser, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Developer within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice the Developer shall be entitled to terminate this Agreement by issuance of a written notice to the Purchaser (“**Developer Termination Notice**”), by courier / e-mail / registered post A.D. at the address provided by the Purchaser. On the receipt of the Developer Termination Notice by the Purchaser, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Clause, the Developer shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and car parking space in the manner as the Developer may deem fit without any reference or recourse to the Purchaser; and (ii) the Developer shall be entitled to adjust and recover from the Purchaser (a) pre-determined and agreed liquidated damages equivalent to [] % of the total consideration towards liquidated damages along with any losses that may accrue to the Developer, by reason of such termination including any diminution in sale price or market value of the said Premises prevailing at the time of termination, (b) brokerage fees (c) all other taxes and outgoings, if any due and payable in respect of the said Premises upto the date of Developer Termination Notice, (d) the amount of interest payable by the Purchaser in terms of this Agreement from the date of default in payment till the date of Developer Termination Notice as aforesaid. Further, upon termination of this agreement, the Developer shall not be liable to pay to the Purchaser any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Purchaser any Government Charges such as Service Tax, VAT, GST,

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

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

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

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

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

13. The Purchaser/s is/are aware that the Promoters are entering into similar Agreements with several other parties in respect of other flats/premises in the said building/s containing similar terms and conditions save and except the sale price which may be mutually agreed upon between the Promoters and each Purchaser/s.
14. Nothing contained in these presents shall be construed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or over or as a grant in law of the said Flat or the said building or any parts thereof such conferment or grant to take place only upon the transfer by formal document and execution thereof in respect of the said property or part thereof together with the said building to a Condominium or any other body to be formed by the Purchaser/s of different premises as stated herein. It is expressly understood by the Purchaser herein that this is a slum re-development project. The transfer in favour of the Society of the Sale Component shall be in respect of the property more particularly described in the Sixth Schedule hereunder written, in accordance with Appendix 4, annexed to Regulations 33(10) of the Development Control Rules, 1991.
15. The Promoters have informed the Purchaser/s that they shall not be bound to obtain Completion Certificate from SRA. The Purchaser/s shall accept Occupation Certificate or part Occupation Certificate for the building consisting of the said Flat and will take possession of the said Flat upon the Promoters intimating the Purchaser of they having made application for such occupation/part occupation certificate by making balance payment, and the premises is fit for use and occupation. The Certificate of the Architects of the Promoters to the effect that such Application for occupation/part occupation certificate is made shall be conclusive.
16. It is hereby expressly agreed and confirmed by the Purchaser/s that the right of the Promoters to construct additional structure/s on the said property or any portion thereof or put up further additional floors on the said building now under construction or to amalgamate the said property with any other property and to carry out development thereon is an integral part of this Agreement for sale of the said premises to the Purchaser/s and the Purchaser/s will not in any manner object to the Promoters constructing such additional structures or carrying out

any additional construction work on the said Buildings now under construction. The Purchaser/s also agree/s and undertake/s to give full co-operation and all the facilities to the Promoters to carry out additional construction work on the building now under construction and/or construction of additional structures on the said property.

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

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

19. DISCLOSURE ON SOURCE OF FUNDS

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

- (ii) The Developer herein has specifically informed the Purchaser/s that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or an agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Purchaser/s to the Developer, the Purchaser/s shall be liable to provide the source of the amount paid by the Purchaser/s to the satisfaction of such authorities or an agency. The Purchaser/s hereby indemnifies the Developer and continue to keep the Developer indemnified against all the expenses, charges and payments arising out of failure of providing satisfactory reply to the statutory or Government or Semi-Government Authority or an agency or Revenue Authorities or any other statutory authorities for any amount paid by the Purchaser/s either from his own account or made through third party.
 - (iii) In the event the Purchaser/s is not able to satisfy the statutory Authorities about the source of the payment made to the Developer then, the Developer shall be entitled to withhold the possession of the said Flat or exercise the option to terminate the Agreement for Sale.
 - (iv) In the event of the termination of this Agreement at the option of the Developer for aforesaid reason, then any amount which is found to be refundable over and above the amounts retained as and for mutually agreed liquidated damages such as the earnest money, interest on delayed payments any interest paid, due or payable, any other amount of non refundable nature, shall be refunded to the Purchaser/s or Statutory Authority by the Developer subject to any terms and conditions of any order issued by any of the statutory authorities or agency.
20. It is expressly agreed that upon such termination by the Developer, the Purchaser/s shall have no right, title, interest, demand, claim or lien over the said Flat and the Car Park(s) in any manner whatsoever
21. The Purchaser/s covenant/s with the Promoters that HE/SHE/THEY the Purchaser/s:
- i. Shall not carry on any work in or use the said premises or permit the same to be used for any purpose whatsoever other than as a premises which is prescribed by the Municipal Corporation of Greater Mumbai in its Bye-laws and Rules and Regulations nor for any purpose or in a manner which may or is likely to cause or be a source of nuisance or annoyance or disturbance or inconvenience to the Promoters or occupiers of the other premises in the same building or neighboring properties and also not for any illegal or

immoral purposes. The Purchaser shall use the stilt or open parking space only for purpose of keeping or parking vehicles;

- ii. Shall not at any time demolish or cause to be demolished the said premises or any part thereof agreed to be taken by the Purchasers nor will the Purchasers at any time make or cause any additions or alterations of whatsoever nature in or to the said premises or any part thereof;
- iii. Shall not enter or remain in the said property or any portion thereof without the prior written permission of the Promoters and at their own risks. The Promoters shall not be responsible or liable for any damage, injuries, mishap, fatal or otherwise in respect thereof;
- iv. Shall pay the respective arrears of price payable by them, as soon as building is notified by the Promoters as complete within seven days of such notice served individually or put up at some prominent place in the building.
- v. After the possession of the said flat is handed over to the Purchasers and if any additions or alterations in or about or relating thereto are thereafter required to be carried out by the Municipality or competent authority, the Purchaser agrees that such additions or alterations shall be carried out by the Purchaser and the Purchasers of the other flats/premises in the said building at their own risk and costs and the Promoters shall not be or be held to be in any manner liable or responsible for the same.
- vi. Shall always keep the said flat/premises purchased by the Purchaser properly insured against loss or damage by fire and/or any other risk and the Purchaser shall not do or permit to do or permit to be done any act deed matter or thing which may render void or voidable the insurance effected on the property or render higher or increased premium to be payable in respect thereof. If any such higher premium becomes payable then the Purchaser shall bear and pay the same. All the moneys as and when received by virtue of any such insurance shall be spent in re-building and/or repairing the premises. Whenever during the said term the said building or any part thereof shall be destroyed or damaged for any reason whatsoever the Purchaser/s shall pay his/her their share for reinstating and repairing the same. The Purchaser/s shall also pay his/her their proportionate share for keeping the said building in good and substantial repair and condition to the satisfaction of the Promoters;

- vii. Shall not obstruct, keep or store or permit to be obstructed kept or stored any goods, articles, things and other merchandise or to park or permit to be parked at any time any vehicles, wagons, cars, lorries, trollies, etc. in the compound of the said plot;
- viii. Shall not store in the said premises any goods of hazardous or combustible nature or which are too heavy to effect the construction or the structure of the said building;
- ix. Shall not close balconies or open space or any other space or make any alteration in the elevation or make any alteration in the exterior of the said premises or put up any name plate at any place except at the entrance of the said premises a sign board or plate outside the same signifying his ownership of the same;
- x. Shall not throw dirt, rubbish, rags, waste or refuse or permit the same to be thrown in the passages, landing, staircases, corridors, sinks, baths or lavatories on the said building and the open spaces around the said building and in the like manner shall not store any article or merchandise in the said passages, landings, staircases and corridors in the said building and the open spaces around the said buildings;
- xi. Shall not decorate or paint the exterior of the said premises otherwise than in a manner agreed to by a majority of the tenement acquirers, occupiers or users of the premises comprised in the said building and failing such Agreement in the manner as near as may be to which the same was previously decorated or painted;
- xii. Shall not put Box grills protruding outside the external walls, or cover the flower bed.
- xiii. Shall observe and perform the terms, conditions and covenants contained in this Agreement so far as the same are not required to be observed and performed by the Promoters and to indemnify and keep indemnified the Promoters against the non-observance and non-performance of the said terms, conditions and covenants except so far as the same ought to have been observed and performed by the Promoters;
- xiv. That the Promoters shall not be liable to execute any separate legal transfer in respect of the said flat/premises in favour of the Purchasers;
- xv. That so long as each flat/premises in the building shall not be separately assessed for municipal charges and water tax, the Purchaser/s shall pay a proportionate share based on the carpet area

of the premises their share of water tax and Municipal taxes and maintenance charges assessed on the whole building PROVIDED HOWEVER that if any special taxes and/or rates are demanded by Mumbai Municipal Corporation or any other authority by reason of any permitted use of the said premises and road, the Purchaser/s and other Purchasers shall observe and perform all rules and regulations of Municipal Corporation of Greater Mumbai and other statutory bodies and shall indemnify and keep indemnified the Promoters against any loss or damages;

- xvi. Shall maintain at his own costs the said flat/premises agreed to be acquired by him/her/them in the same good condition state and order in which it is delivered to him/her/them and shall abide by all the bye-laws, rules and regulations of the Government, Municipal Corporation of Greater Mumbai and B.E.S. & T. Undertaking or any other Competent Authority and shall attend, answer and be responsible for call notices, violations of any of the condition for the observance and performance of the said rules and bye-laws;
- xvii. Shall keep the said flat/premises and walls and partition walls, sewers, drains, lift, pump and appurtenances thereto in good tenantable repairs and conditions and in particular so as to support shelter and protect the various parts of the building;
- xviii. Shall not utilize the areas of Lift Lobbies or the landing and mid landings of the staircase (i.e. the restricted common areas and amenities) for making Shoe Racks or for storing any articles
- xix. Shall pay to the Mumbai Municipal Corporation the necessary charges for connecting the drainage and sewerage from the said building/s and/or septic tank to the public drain and sewerage when laid or called upon by the Municipal Corporation of Greater Mumbai.

22. DEFECT LIABILITY:

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

- (ii) Provided however, that the Purchaser/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limit to columns, beams etc., or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Developer the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Developer, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.
- (iii) That it shall be the responsibility of the Purchaser to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.
- (iv) Further where the manufacturer warranty as shown by the developer to the Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the Purchaser/s the Developer shall not be responsible for any defects occurring due to the same.
- (v) That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipments, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.
- (vi) That the Purchaser has been made aware and that the Purchaser expressly agrees that the regular wear and tear of the unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding

the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

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

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

24. The Purchaser/s is/are informed by the Promoters that the arrangement for water supply shall be made as per prevailing rules and regulations of BMC at the time of sanction of water connection and subject to the undertakings which may be required to be given by the Promoters and/or on behalf of the Promoters to BMC and subject to any terms and conditions, which may be stipulated by BMC. In spite of this, if any shortage of water supply occurs, the Promoters shall not be liable for the same and shall not be liable to supply any additional pumps or tanks or any other thing or make any additional or other arrangements in that behalf. Any deposit or deposits required to be paid by the Promoters to BMC in that behalf or to be paid by the Promoters, out of the deposits to be paid by the Purchaser/s to the Promoters hereunder and if the Promoters shall pay the said deposits or any of them or any part thereof out of their pocket, they shall be entitled to reimburse themselves for such payments out of the said deposits as and when collected and without prejudice to other rights and remedies of the Promoters.

25. The Purchaser/s shall have no claim or right to any part of the said property or the Said Larger property and also to any part or parts of the said building other than the said flat/premises agreed to be taken by him/her/them. All lobbies, staircases, shall remain the property of the Promoters until the whole property is assigned and transferred to the Co-operative Society as herein mentioned but subject always to the rights, reservations, covenants and easements in favour of the Promoters as herein provided. It is expressly understood by the Purchaser herein that this is a slum re-development project. The transfer in favour of the Society of the Sale Component shall be in respect of the property more particularly described in the Sixth Schedule hereunder written, in accordance with Appendix 4, annexed to Regulations 33(10) of the Development Control Rules, 1991.
26. The Promoters shall be entitled to give terrace adjoining to any of the flat/premises to the Purchasers thereof for his/her/their exclusive use as "Terrace Flat," particularly on the 23rd floor, and the Purchasers of the other flat/premises shall not be entitled to raise any objection to the same.
27. Irrespective of dispute, if any, arising and/or pending at any time between the Promoters and the Purchaser and/or Co-operative Society or any other body all amounts, contributions and deposits including amount mentioned hereunder, payable by the Purchaser to the Promoters under this Agreement shall always be paid punctually by the Purchaser to the Promoters and shall not be withheld by the Purchaser for any reason whatsoever.
28. The Promoters shall in respect of any amount due and payable by the Purchaser under the terms and conditions of the Agreement have first and paramount lien and charge on the said flat/premises agreed to be acquired by the Purchaser without prejudice to the Promoters other rights under this Agreement and/or law. The Purchaser shall be liable to pay to the Promoters interest at the rate of 18% per annum on any amount due and payable by the Purchaser to the Promoters under the terms and conditions of this Agreement, if such amount or amounts remain unpaid for seven days or more after becoming due.
29. The Purchaser hereby agrees that in event of any amount payable by way of premium to the Municipality or to the State Government or betterment or development charges or assessment tax, levies, assessments, impositions,

revenue or other tax or payment of a similar nature becoming payable by the Promoters and the stamp duty and registration charges, if any, on the documents to be executed under or in pursuance of this Agreement becoming payable by the Promoters and the Stamp Duty and Registration Charges, if any, on the documents to be executed under or in pursuance of this Agreement becoming payable by the Promoters the same shall be borne and paid by the Purchaser in proportion to the Area of the said flat/premises agreed to be purchased by the Purchaser and in determining such amount the decision of the Promoters shall be final, conclusive and binding upon the Purchaser.

30. The Purchaser shall permit the Promoters and their Surveyors and agents with or without workmen and all others at all reasonable time to enter into and upon the said flat/premises or any part thereof to view and examine the state and condition thereof and/or for the purpose of repairing any part of the building and/or the said flat/premises and/or for the purpose of making repairing, maintaining, rebuilding, clearing, lighting and keeping in order and good condition all service, lift, pumps, drains, pipes, cables, water cover, gutters, wires, part structures or other conveniences belonging to or used for the said building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires, etc. and for similar purposes and also for the purpose of cutting of the supply of water to the said flat/premises or any other flat/premises in case the Purchaser or other Purchaser or Purchasers shall have made any default in paying his/her/their share of water charges/tax and any other expenses of similar nature incurred thereto.
31. The Purchaser/s shall pay all the amounts and monthly outgoings for the costs and expenses on the items that are more particularly described in the Tenth Schedule.
32. The Purchaser agrees to sign and deliver to the Promoters before taking possession of the said flat/premises all writings, and Papers as may be reasonably necessary and required by the Promoters including possession letter, electric meter transfer forms and other papers necessary or expedient for formation and registration of the Society.
33. The Purchaser agrees and undertakes on demand to do, execute and deliver and cause to be done, executed and delivered all acts, deeds, things, matters, documents, letter, writings and papers as may be reasonably required by the Promoter for further better or more perfectly affecting or carrying out the provisions hereof or for protecting or preserving the rights and interest of the

Promoters for securing the due fulfillment of the provisions hereof on the part of the Purchaser.

34. The Promoter alone shall have a right to make additions and alterations to the said building or any part thereof including the said flat/premises and also to raise or put up additional storey or storeys or structures on the open land or open part or parts of the said building including terraces at any time either before or after transfer of the property and such right shall include the right to use the floor space index or the additional floor space which may be available in respect of the said Property or other land now or at any time in future or by use of TDR and as may be permitted by SRA/BMC and such additional Floor Space Index, additions, and alterations and additional structures or storeys shall always be and shall always deemed to be the sole property of the Promoters who shall be entitled to deal with or dispose of the same in any way they choose without any objection or hindrance from the Purchaser and the Purchaser hereby consent to the same. The Purchaser hereby agrees that he will agree to the Purchasers of such additional storey or structure being made members of the Co-operative Society. The Purchaser shall not be allowed the use of the terrace and parapet walls of the terrace and the Promoters shall have the exclusive use of the said terrace and parapet walls till the said flat/premises is transferred to the Society subject only to the access thereto of the said Society to attend to any leakage from terrace and/or to the water tanks, lift machine room on the said terrace or any repairs to the same. The terrace on the top of the building including the parapet walls shall always be the property of the Promoters until the formation of the Society. The Agreement with the Purchasers of the flat/premises in the said building shall be subject to the aforesaid rights of the Promoters who shall be entitled to use the said terrace including the parapet wall or any external wall for any purpose including the display of advertisement and signboard and the Purchaser shall not be entitled to raise any objection or to seek any reduction in the price of the flat/premises agreed to be acquired by the Purchaser and/or to any compensation of damages on the ground of inconvenience or any other ground whatsoever including obstruction of air and/or light. The Purchaser hereby agrees that all necessary facilities, assistance and co-operation will be rendered by the Purchaser to the Promoters to enable the Promoters to make any additions and alterations and/or to raise additional storey or storeys or structures in accordance with the plans sanctioned or which may be hereafter sanctioned by SRA/BMC and the Purchaser hereby further agrees that after the proposed Co-operative Society is registered, the Purchaser as members of such Society shall accord his/her consent to such Society for giving to the Promoters and give full facility, assistance and co-operation to enable the Promoters to make the

said additions and/or alterations and/or additional storey or storeys or structures as aforesaid and to make the said additional storey or storeys or structures which may be constructed by the Promoters and also for the aforesaid purpose to shift the present water tanks and lift machine room on the upper floors when so constructed and Purchaser hereby consent to the same being done by the Promoters PROVIDED that as long as the Promoters do not in any way affect or prejudice the right hereby granted in favour of the Purchaser the Promoters shall always be entitled to sell, assign and otherwise deal with or dispose of their rights, title and interest in the said land hereditaments and flat/premises and the building under construction and/or hereafter to be erected thereon.

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

- (a) the Flat Purchaser/s shall cease to have any right or interest in the said flat or any part thereof;
- (b) the Developer shall be entitled to sell the said flat to such other person or party or in such other manner deal with the said flat, as the Developer may deem fit, at such consideration and on the terms and conditions as Developer may in its/their absolute discretion deem fit;
- (c) On the realisation of the sale consideration from the new Purchaser of the said flat the Developer shall refund to the Flat Purchaser/s the amount paid by the Flat Purchaser/s to the Developer in pursuance of this Agreement after deducting therefrom –
 - i) 5% (Five percent) of the purchase price i.e. the earnest money of the said flat (which is to stand forfeited to the Developer.
 - ii) the taxes and outgoings, if any, due and payable by the Flat Purchaser/s in respect of the said flat upto the date of termination of this Agreement.

- iii) the amount of interest payable by the Flat Purchaser/s in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid.
 - iv) in the event of the said resale price being less than the purchase price mentioned herein, the amount of such deficit; and
 - v) the costs incurred by the Developer in finding a new buyer for the said flat.
- (d) The Developer shall, in the event of any shortfall, be entitled to recover the said amounts from the Flat Purchaser/s. The Developer shall not be liable to pay to the Flat Purchaser/s any interest, compensation, damages, costs, otherwise. The said amount shall be accepted by the Flat Purchaser/s in full and final satisfaction of all his/her/their claim under this Agreement and/or in or to the said flat.
- (e) The Promoters shall, in the event of any shortfall, be entitled to recover the said amounts from the Purchaser/s. The Promoters shall in any case not be liable to pay to the Purchaser/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Purchaser/s any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc. The amount shall be accepted by the Purchaser/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises. The Purchaser/s agree that receipt of the said refund by cheque from the Promoters by the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in these presents whether the Purchaser/s accept/s or encash/s the cheque or not, will amount to the said refund. Provided always that the power of termination herein before contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser/s 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of specific breach or breaches of terms and conditions in respect of which it has intended to terminate this Agreement and default shall have been made by the Purchasers in remedying such breach or breaches within fifteen days of such notice.

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

- (i) Upon obtainment of the Occupancy Certificate from MCGM/SRA and upon payment by the Purchaser of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the Said Premises to the

Purchaser/s in writing (“**Possession Date**”). The Purchaser/s agrees to pay the maintenance charges as determined by the Promoter or the said Society, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project.

- (ii) The Flat Purchaser shall take possession of the said Premises within 15 days of the Possession Notice.
- (iii) Upon receiving the Possession Notice from the Promoter, the Flat Purchaser/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertaking and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Purchaser. Irrespective of whether the Purchaser takes or fails to take possession of the Premises within the time provided hereinabove, such flat Purchaser shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable as shall be decided by the Promoter.

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

36. The Purchasers shall before taking possession of the said flat/premises over and above purchase price pay the amounts to the Promoters, the following amounts:
- I. (a) Rs.650/- (Rupees Six Hundred & Fifty only) Share Money & Entrance Fees;

- (b) Rs.11,000/- (Rupees Eleven Thousand only) legal charges for making this Agreement.
- (c) Rs. 35,000/- (Rupees Thirty Five Thousand only) for installation of Electric Transformers or Sub-Station, Cable and CFO cable charges, electric meters, water meters, rain water harvesting and sewage treatment plant (STP).;
- (d) Rs. 6,500/- (Rupees Six Thousand Five hundred only) for Pipe Gas Connection.;
- (e) Development charges @ Rs. _____/- (Rupees fourteen only) per Sq. Ft
- (f) Purchaser shall also pay the following amounts at the time of taking possession:
- (II) Two years maintenance charges and other outgoings charges Rs_____/- (Approximately and tentative and may increase with the increase in Municipal taxes and other charges.)
- (III) Amounts on account of VAT
- (IV) Amounts on account of Service Tax/Amounts on account of GST
Payment in items (III) and (IV) are as of now, any increase in the same shall be borne and paid by Purchasers.
- (V) Any levy or tax payable as provided in clause 60 herein below
37. The Promoters shall maintain a separate account in respect of payments made/expenses incurred as mentioned in sub-clause (II) of clause 37 after deduction of expense/outgoing there from, transfer the balance to the Condominium / Co-operative Society or body as and when formed as provided herein. The Promoters shall be entitled to appropriate all other payments referred to in clause 37 hereof for themselves and shall not be liable to render account of the same
38. Notwithstanding payment towards maintenance charges and other outgoings as provided in item (II) of clause 37, hereto, the Purchaser shall, however, continue to be liable to pay monthly outgoings as provided in Tenth Schedule hereto. The Promoters shall at their option be entitled to make payment of Municipal Taxes and other outgoings on behalf of the Purchasers out of the said deposits / corpus funds and the balance of the said deposit and or any other monies shall be transferred to the proposed society to the credit of the Purchasers at the time of the transfer of the said property
39. Over and above payment of professional charges for forming the proposed Co-operative Society for preparing Conveyance and other documents in favour of such proposed Co-operative Society or for submitting the same, as per the law, as provided herein, the Purchasers shall pay on demand stamp duty and registration charges, if any, payable on the documents to be executed in favour of such Society or for execution of Apartment Deeds in favour of the Purchaser

and/or any additional professional charges payable for the same. The Promoters shall not be liable to bear any cost or expenses. All such documents shall be prepared by the Promoters Advocates

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

41. Notwithstanding anything stated herein the Promoters shall at their sole discretion form a co-operative society or a body of Purchasers of all the flat/premises in the building Raj Altezza. The Purchaser agrees and undertakes to be a member of such Co-operative Society/body and this Agreement shall be treated as an irrevocable application and consent to become such a member. The Purchaser shall pay entrance fee and share monies to the Promoter of the said Society for becoming members thereof. If the Purchaser of the tenements do not take steps for formation of such society then the Promoters may at their option take such steps and in that case the Purchaser shall within one week from being called upon to do so by the Promoters time being of the essence do execute and delivered by the Other Purchasers to the Promoters all acts, documents and papers for or in connection with the formation and registration of such Co-operative Society as the case may be bye-laws or constitution of rules thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Purchasers as may be required by the Authorities concerned or as may be desired by the Promoters to protect the right and interest of the Promoters and the purchasers agrees to be bound by the said additions and alterations and undertakes not to take any objection or action in the matter or to do anything whereby the rights and interest of the Vendors may be injured, prejudiced and endangered in any

terms and conditions of this Agreement and until they obtain previous consent in writing of the Promoters.

46. Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchasers shall not be construed as a waiver on the part of the Promoters of any breach of non-compliance of any of the terms and conditions of this Agreement by the Purchasers and the Promoters shall be entitled to enforce the performance of this Agreement.
47. If the Purchasers neglects, omits or fails for any reason whatsoever to pay to Promoters any of the amount due and payable by the Purchasers under the terms and conditions of this Agreement within the time herein specified or if the Purchasers shall in any other way fail to perform or observe any of the covenants and stipulations on its part herein contained or referred to them, the Promoters shall be entitled to re-enter upon and resume possession of the said premises and of everything whatsoever therein and this Agreement shall cease and stand terminated and consequences as stated in clause 30/31 herein, shall follow.
48. The said Building shall always be known as “RAJ ALTEZZA” and the name of the Condominium / Co-operative Society or Limited Company / Association to be formed shall always bear the same i.e. “RAJ ALTEZZA”, and this shall not be changed without the written permission of the Promoters.
49. After the construction of all the buildings is completed and all the tenements in the said building are sold and disposed off and after the Promoters have received in full the dues payable to them under the terms of this Agreement and the Agreement with various Purchaser/s the Promoters shall as the portion on which the Sale Building is proposed to be constructed/developed, being the part of the First Property, the ownership whereof vests with GOVERNMENT/MHADA shall cause the GOVERNMENT/MHADA to execute a lease for a period of 30 years, in accordance with the guidelines for the implementation of Slum Rehabilitation Schemes in Greater Mumbai as published by the Government of Maharashtra. The aforesaid lease shall be on a lease rent of Rs. 1001/- for 4000 sq.mtrs. of land or part thereof and renewable for a further period of 30 years. The aforesaid lease shall be in respect of the Sale Portion or the Said Property more particularly described in the Sixth Schedule hereunder written.

50. All letters, receipts, and/or notices issued by the Promoters and dispatched under certificate of posting to the address of the Purchaser/s shall be sufficient proof of receipt of the same by the Purchaser/s and shall fully and effectually discharge the Promoters.
51. The Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 or the Maharashtra Apartment Ownership Act (Mah Act. XV of 1971) Maharashtra Apartment Ownership Act, 1970, or the Companies Act, 1956 and Real Estate (Regulation & Development) Act, 2016 whichever may be adopted by the Promoters and the rules made thereunder as the case may be or any amendments or re-enactment thereof for the time being in force or any other provisions of law applicable thereto. The Purchaser/s shall himself/herself/ themselves take the steps at his/her/their own cost for getting this Agreement registered with the Sub-Registrar of Assurances, Mumbai and the Promoters shall attend the office of the Sub-Registrar of Assurances, Mumbai for admitting execution upon receipt of the information in writing from the Purchaser/s. The Purchaser/s will bear and pay the costs of registration charges, stamp duty etc. The Purchaser/s shall lodge this Agreement for registration within one month from the date hereof. Till this Agreement is not registered, the Promoters shall not be bound to hand over possession of the said flat/premises to the Purchaser/s.
52. In the event the Promoters submit the said Property to the provisions of the Maharashtra Apartment Ownership Act, 1970, the Purchaser shall whenever called upon by the Promoter execute the Deed of Apartment duly prepared and executed by the Promoter herein and attend the office of the Sub-Registrar of Assurances to register the said Deed of Apartment.
53. The Deposits and moneys paid by the Purchaser/s to the Promoters as provided hereinafter deducting the costs, charges and expenses shall be transferred by the Promoters only to the Co-operative Society or any other body as the case may be as hereinabove mentioned and such deposits shall bear no interest from the day they are paid till the day they are transferred as hereinabove mentioned.
54. It is hereby agreed that the Promoters will be entitled to sell the flat/premises, in the said building for the purpose of using the same as Banks, Dispensaries, Nursing Homes and/or Maternity Home, Coaching Classes and for other business purpose and the Purchaser/s shall not object to the user of the said flat/premises for the aforesaid purpose by the Purchaser/s thereof.

55. The Purchaser/s agree/s and undertake/s to pay to the Promoters all outgoing, maintenance charges and taxes allocable to the said flat/premises proportionately and on that account shall pay to the Promoters every month provisional sum of Rs. _____/- for the premises on account of and towards the aforesaid outgoing along with maintenance charges and taxes of the building from the date of receipt of the notice to take possession being offered to the Purchaser/s until the property is transferred to a Co-operative Society Limited. The Promoters shall be entitled to claim enhanced amount towards monthly payment of outgoing, maintenance charges and taxes, if the total outgoing payable exceed the amounts payable by the Purchaser/s as provided herein. It is expressly understood by the Purchaser herein that this is a slum re-development project. The transfer in favour of the Society of the Sale Component shall be in respect of the property more particularly described in the Sixth Schedule hereunder written, in accordance with Appendix 4, annexed to Regulations 33(10) of the Development Control Rules, 1991.
56. In the event of any portion of the said property being required by the Reliance Energy Limited or such other power supply company for putting up an electric sub-station, the Promoters shall be entitled to give such portion to the said Reliance Energy Limited or any other body for such purpose on terms and conditions as the Promoters may think fit.
57. In the event of any portion of the land being notified for set back prior to the transfer of the property to the Condominium/Co-operative Housing Society or any other body the Promoters alone shall be entitled to receive the amount of compensation or FSI for setback land.
58. The Promoters shall hand over possession of the said property to the condominium/Co-operative Society or any other body viz. company etc. to be formed by all the Purchaser/s, upon all the tenements having been sold and the Promoters having received full purchase price from all the Purchasers in all the buildings to be constructed over the said Property.
59. It is expressly agreed by the Purchaser that any amount payable on account of service tax, VAT, LBT, GST or such other applicable taxes over and above recovered under Clause 37 herein shall be borne and paid by the Purchaser alone over and above the consideration and the other sums payable under this Agreement. Any increase in SRA/BMC Tax namely taxes imposed by the Assessment and Collection Department of SRA/BMC etc. shall be borne and paid by the Purchaser alone.

60. The Purchaser/s are aware that as per present statute, Service Tax/VAT/GST/LBT are leviable/applicable on the Sale Consideration herein and consequently the amount of each installment payable by the Purchaser/s to the Promoters in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser hereby undertakes(s) to pay the amount of the Service Tax/VAT/GST/LBT along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. In case of delay in payment of Service Tax/VAT/GST/LBT by the Purchaser to the Promoters, the Purchaser/s shall be liable to pay interest at the rate of 18% on all delayed payments of the aforesaid taxes from the due date till the date of payment thereof or the rate levied by the authorities, whichever is higher. The Promoters shall not be bound to accept the payment of any installment unless the same is paid along with the amount of Service Tax/VAT/GST/LBT along with the interest applicable thereon and the Purchaser shall be deemed to have committed default in payment of amount due to the Promoters hereunder if such payment is not accompanied with the applicable Service Tax/VAT/GST/LBT.
61. It is specifically agreed that Stamp Duty and Registration charges in respect of this Agreement shall be borne and paid by the Purchaser alone.
62. The Building proposed to be constructed on the said property is expected to be completed and possession of the said flat/premises is expected to be delivered by 31st December 2020 ("Possession Date"). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-
- (a) Non-Availability of Cement, Steel and other building materials, electrical and/or other power connection, elevator, drainage and water connection.
 - (b) Any Civil Commotion or any Act of God or any other natural calamities or Act of State or Force Majeure or any act of enemy, war or law or ordinance restraining sale of development of land or building material.
 - (c) labour strike or any litigation.
 - (d) Any stay order/injunction order issued by any Court of Law, competent authority, MCGM/SRA, statutory authority
 - (e) Any other circumstances that may be deemed reasonable by the authority

- (ii) If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Flat Purchaser/s on the Possession Date, then the Purchaser shall be entitled to either of the following:-
- (a) call upon the Promoter by giving a written notice by Courier/Email/Registered Post A.D. at the address provided by the Promoter (“Interest Notice”) to pay Interest Rate at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay from the Possession Date (:the Interest Rate”) on the Sale Consideration paid by the Purchaser. The interest shall be paid by the Promoter to the Purchaser till the date of offering to hand over of the possession of the said Premises by the Promoter to the Purchaser.
 - (b) The Flat Purchaser/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier/Email/Registered Post AD at the address provided by the Promoter (**“Flat Purchaser/s Termination Notice”**). On the receipt of the Purchaser Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within period of 30 days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Purchaser the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (“Interest Rate”) to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter, the Flat Purchaser/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or Car Parking Space and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper. .
63. The Purchaser/s shall take possession of the said flat/premises within seven day of the Promoters giving written notice, intimating to the Purchaser/s that the said flat/premises is ready for occupation by making all the payments payable at the time of possession as provided herein.
64. The Promoters shall in respect of any amount due and payable by the Purchaser/s under the terms and conditions of the Agreement have first and paramount lien and charge on the said flat/premises agreed to be acquired by the Purchaser/s without prejudice to the Promoters other rights under this Agreement and/or

laws. The Purchaser/s shall be liable to pay to the Promoters interest at the rate of 18% per annum on all amounts due and payable by him/her/them to the Promoters under the terms and conditions of this Agreement, if such amount or amounts remain unpaid for seven days or more after becoming due.

65. If the Purchaser/s neglect(s), omit(s) or fail(s) for any reason whatsoever to pay to the Promoters any of the amount due and payable by the Purchaser/s under the terms and conditions of this Agreement (whether before or after delivery of possession) within the time herein specified or if the Purchaser/s shall in any other way fail to perform or observe any of the covenants and stipulations on its part herein contained or referred to herein, the Promoters shall be entitled to re-enter upon and resume possession of the said flat/premises and of every thing whatsoever therein and this Agreement shall cease and stand terminated and the earnest money and all other amount already paid by the Purchaser/s shall stand forfeited and the Purchaser/s shall have no claim for refund or payment of the said earnest money and/or the other amount already paid by the Purchaser/s or any part thereof and the Purchaser/s hereby agree to forfeit all his/her/their right, title and interest in the said Flat/Parking Space and all amounts already paid and in such event the Purchaser/s and/or his/her/their nominee or nominees shall also be liable to immediate ejections as trespassers and the right given by this clause to the Promoters shall be without prejudice to any other right, remedies and claims whatsoever at law or under this Agreement of the Promoters against the Purchaser/s PROVIDED THAT if the Agreement is terminated by the Promoters in pursuance of this clause the Promoters shall also be entitled to sell and dispose off the said flat/premises to any third party at the risk of the Purchaser/s and to appropriate and forfeit the purchase price and/or the amount paid by the Purchaser/s to the Promoters.
66. Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder
67. This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws India as applicable in Mumbai City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement

68. It is specifically agreed, admitted and confirmed by the Purchasers that on execution of the Agreement as aforesaid, all promotional materials like brochures, representations through web sites and other publishing materials shall stand withdrawn and this Agreement shall be the sole repository of the relations between the parties hereto. The amenities as mentioned herein shall only be given by the Developers and not as per the promotional materials.

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

**:FIRST SCHEDULE ABOVE REFERRED TO:
(SAID MULUND AMBIKA PROPERTY)**

All those piece and parcel of land or ground situate, lying and being at Village Mulund, Taluka Kurla, bearing CTS No. 1464 and 1475 (pt) and containing by admeasurements an area of 5000.91 Sq. Meters, within the registration district and sub district of Mumbai Suburban;

**:SECOND SCHEDULE ABOVE REFERRED TO:
(SAID JADHAV PROPERTY)**

All those piece and parcel of land or ground situate, lying and being at Village Mulund, Taluka Kurla, bearing CTS No. 1469, 1469/1 to 17, 1470, 1470/1 to 20, 1471, 1471/1 and 1474 admeasuring 3452.4 sq.mtrs, within the registration district and sub district of Mumbai Suburban;

**:THIRD SCHEDULE ABOVE REFERRED TO:
(SAID PARANJAPE PROPERTY)**

All those piece and parcel of land or ground situate, lying and being at Village Mulund, Taluka Kurla, bearing CTS No. 1473 and containing by admeasurements an area of 1980.7 Sq. Meters, within the registration district and sub district of Mumbai Suburban;

**:FOURTH SCHEDULE ABOVE REFERRED TO:
(SAID PITKAR PROPERTY)**

All those piece and parcel of land or ground situate, lying and being at Village Mulund, Taluka Kurla, bearing CTS No. 1472, 1472/1 to 20 and containing by admeasurements an area of 815.9 sq. metres, within the registration district and sub district of Mumbai Suburban;

**:FIFTH SCHEDULE ABOVE REFERRED TO:
(Rehab Component)**

Portion admeasuring 4284.86 sq.metres of the property referred to in the Second Schedule hereinabove and shown in red cross lines in the plan, Annexure C.

**:SIXTH SCHEDULE ABOVE REFERRED TO:
(Sale Component/Said Property)**

Balance portion admeasuring 3009.91 sq.metres of the First to Fourth Schedule hereinabove, after deducting therefrom the other reservations and shown in cyan cross lines in the plan, Annexure A, as well as in plan annexed as Annexure C.

**:SEVENTH SCHEDULE ABOVE REFERRED TO:
(Said Premises)**

Flat bearing No. _____ on the _____ Floor of the _____ wing in the building “RAJ ALTEZZA” which is being constructed on the property more particularly described in the Second Schedule hereinabove.

**:EIGHTH SCHEDULE ABOVE REFERRED TO:
(Common Areas and Facilities)**

1. Common Passages.
2. Staircase and Lift well.
3. Top Terraces.
4. Septic Tanks.

5. Overhead and suction water storage tanks.
6. Electric Meter Room.
7. Pump Room.
8. Entrance Lobby on Ground Floor.

LIMITED AREAS

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

**:NINTH SCHEDULE ABOVE REFERRED TO:
(List of specifications, fixtures, fittings and amenities)**

1. Building shall be of R.C.C Structure.
2. Lift in each wing.
3. Marble flooring in hall.
4. Vitrified tiles in bedroom and granite platform in kitchen.
5. Concealed copper wiring with best quality fitting.
6. Concealed plumbing.
7. Geyser and wash basin in each bathroom.
8. Coloured tiles up to door level in bathroom and W.C.
9. Aluminium sliding window in hall and bedroom.
10. Common TV Antenna.
11. Beautiful Land Scaped Garden with playing amenities.

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

**:TENTH SCHEDULE ABOVE REFERRED TO:
(Expenses and Charges)**

1. The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the terrace, gutters and rain water pipes, of the building, water pipes, lift and electric wire in, under or upon the building and enjoyed or used by the flat/premises holder/s in common with the other occupiers of flats and the main entrance, passages, landings, lifts and staircases of the Building as enjoyed by the flat holder/s used by him/her/them in common as aforesaid in boundary walls of the buildings, compound, terrace etc.

2. The cost of cleaning and lighting the passages, water pump, landings, staircases, lift common lifts and other part of the building used by the flat holder/s in common as aforesaid.
3. The cost of the salaries of clerks, bill collector, liftman, chowkidars, pumpman, sweeper etc. The cost of working and maintenance of common lights, water pump, lift and other service charges.
4. Deposits for building water meter, electric meter sewer line etc.
5. Municipal and other taxes such as Water Charges Bills, Electricity charges, Levy and Revenue N.A. taxes etc.
6. Insurance of the Building.
7. Betterment Charges levied by the authorities.
8. Such other expenses as are necessary or incidental for the maintenance and the upkeep of building.

SIGNED SEALED AND DELIVERED) For RAJGURU DEVELOPERS

PVT. LTD.

By the within-named "Promoters/Developers")

RAJGURU DEVELOPERS PRIVATE LIMITED)

In the presence of.....) Director / Authorised

Signatory

1.

2.

SIGNED SEALED AND DELIVERED)

By the within-named "Purchasers")

_____)

_____)

_____)

In the presence of.....)

1.

2.

RECEIVED on the day and year first)

hereinabove written of and from the)

within-named Purchaser the sum of)

Rs. _____/- (Rupees _____)

_____ only)

being the amount as mentioned with)

in to be by him/her paid to us) Rs...../-

WE SAY RECEIVED

For RAJGURU DEVELOPERS PVT. LTD.

WITNESSES:

DIRECTOR