From,
M/s. ____________.

Date :

To,
____
____

Sir,

Sub : Letter of Allotment

Ref : Your request for booking of Flat No. ___ on ___ Floor admeasuring ________ square feet carpet area in the building known as "______________" to be constructed on the property bearing Plot No. _____ of the C.S. No. __________ of _________Division situate at ____________________________, Mumbai ________ within the Registration District and Sub-District of Mumbai City and Mumbai Suburban (hereinafter shall be referred as **"said Premises")** and ____ Car Parking Slots in the Stilt /Podium level in ____________(hereinafter referred to as "the Parking Space/s") the expression "Carpet Area" means the net usable area of the Flat excluding the area covered by the external walls, areas under services shafts exclusive balcony appurtenant to the Flat for the exclusive use of the Flat Purchasers or Verandah area and exclusive open terrace area appurtenant to the Flat for the exclusive use of the Flat Purchasers, but includes the area covered by the internal partition walls of the Flat.

==

This is to confirm and record that Flat No. ______on ______ Floor admeasuring ________ square meter i.e ___________ square feet carpet (hereinafter shall be referred as the **"said Flat"**) in the building known as "_______________" (hereinafter shall be referred as the **"said Building"**)to be constructed on the property bearing Plot No. _______ of the C.S. No. _____ of ___________ Division situate at _________________, ____________, Mumbai ____________ within the Registration District and Sub-District of Mumbai City and Mumbai Suburban (hereinafter shall be referred as **"said Premises"**) for the price of Rs.______________/- and ____ Car Parking Slots in the Stilt /Podium level in "______________" (hereinafter referred to as "the Parking Space/s") for the price of Rs.________________have been allotted to you. The aggregate purchase price / consideration of the said Premises and said car parking space/s is Rs._________________/- additionally you will have to pay various deposits and charges.

Based on the above purchase price or consideration amount, you will make the payment of the purchase price or consideration amount in the following manner:–

(a)	Rs.	Not exceeding 10%	Paid on or before the execution of the Agreement as earnest;
(b)	Rs.	Not exceeding 30%	Within ____ days after execution of agreement;
(c)	Rs.	Not exceeding 70%	Completion of the slabs including podium and stilt;
(d)	Rs.	Not exceeding 75%	On completion of the walls, internal plaster, floorings, doors and window of the said Flat;
(e)	Rs.	Not exceeding 80%	On completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.;
(f)	Rs.	Not exceeding 85%	On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the said building or wing in which the said Flat is located.
(g)	Rs.	Not exceeding 95%	On completion of the lift, water pumps, electrical fittings, electro, mechanical and environment requirement, entrance lobbys, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of Sale of the said building or wing in which the said Flat is located.
h)	Rs.	---	(Balance amount) against and at the time of handing over of the possession of the said Flat to the Purchaser on or after the receipt of the occupation certificate or completion certificate.

Payments shall be made in favour of "______________".

You have paid to us a sum of Rs.___________/- (Rupees _______________ _____________________ Only), as booking amount for the above said Flat which will be adjusted against Earnest.

The formal Agreement for Sale in keeping with the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (“MOFA”) and the Real Estate (Regulation and Development) Act, 2016 (“RERA”) and in keeping with the scheme framed by us will be entered into in due course and the stamp duty and registration charges of the same will be borne and paid by you.

In addition to the purchase price/consideration amount and other deposits and charges, you will also make payment to us of the Goods and Services Tax, and all other taxes, levies, charges, dues, duties and impositions payable on the sale/ allotment of the said Premises and Parking Space/s to you.

Please confirm the terms and conditions mentioned herein by signing this Letter of Allotment and the duplicate hereof as a token of your confirmation.

Yours faithfully,

For________________.

Partner

We confirm

Mr./Ms._______________________________

AGREEMENT FOR SALE

FOR FLAT NO. [______]

ON THE [________________] FLOOR

IN

ORION

DATED: ______________________________

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“***this Agreement***”) is made and executed at Mumbai, on this [______]day of [___________________] in the Christian Year Two Thousand and Seventeen (2017);

BETWEEN:

M/s. Sheth&SonalDevelopers , a partnership firm registered under the provisions of the Indian Partnership Act, 1932 and having principal place of business at 111, Pagrav, 57, S.V. Road, Goregoan – West, Mumbai – 400 062, hereinafter referred to as **“the Promoters”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partner or partners of the said firm, the survivor or survivors of them and the heirs, executors, administrators and assigns of the last surviving partner) of the **ONE PART;**

AND

____

____

having his/her/their address at_____________________________________

____

____

hereinafter called the **"PURCHASER/S"** (which term in case of individuals shall, so far as the context admits, be deemed to mean and include his/her/their respective heirs, executors and administrators and/or persons deriving title under or through him/her/them and his/her/their permitted assigns, and in case of a partnership firm, partner or partners for the time being and from time to time of such firm and survivor or survivors of them and the heirs, executors and administrators and permitted assigns of the last such survivor, and in case of incorporated bodies, its successors and permitted assigns) of the **OTHER PART.**

RECITALS:

A. The Promoters is entitled to undertake the redevelopment of all that piece and parcel land bearing new CTS No. 135/A of Village Gundavali, Taluka Andheri in the Registration Sub-District of Mumbai Suburban admeasuring about 3,707.20 square meters (as per Property Register Cards) lying being and situate at Old Nagardas Road, Andheri - East, Mumbai – 400 069 and more particularly described in the ***FirstSchedule*** hereunder written and as shown as marked in red colour boundary lines on the plan annexed hereto and marked as ***Annexure 'A'*** (hereinafter referred to as "**the said Land**").

B. The development rights in respect of the said Land have been acquired by the Promoters in the following manner:

i. By virtue of a Deed of Conveyance dated 10th January, 1973, duly registered with the Sub Registrar of Assurances at Mumbai under serial no. R/165/1973 (hereinafter referred to as "**the said Conveyance**"), the New Aarti Co-operative Housing Society Limited, a co-operative housing society registered under the provisions of Maharashtra Co-operative Societies Act, 1960, bearing registration number BOM/HSG/1770 of 1968 and having its registered office at Old Nagardas Road, Andheri - East, Mumbai – 400 069 (hereinafter referred to as "**the Society**"); became seized and possessed of and otherwise well and sufficiently entitled to the said Land together the buildings earlier standing thereon and known as "*New Aarti Building – A*", "*New Aarti Building – B*" and "*New Aarti Building – C*" (hereinafter collectively referred to as "**the Old Buildings**"). The said Old Buildings are now demolished as elaborated hereinafter. The said Land and the said Old Buildings are hereinafter collectively referred to as "**the said Property**".

ii. The Old Buildings were in a dilapidated condition and beyond economical repairs; and in view thereof, the Society was desirous of appointing a Promoters to undertake redevelopment of the said Land by demolishing the Old Buildings and construct on the said Land, one or more new multistoried building/s.

iii. By and under a Redevelopment Agreement dated 18th April, 2008 and registered with the Sub-Registrar of Assurances at Andheri no.4 under no.BDR15-3337 of 2008 made and executed between the Society and one M/s. Kabra Estate & Investments Consultants (hereinafter referred to as '**Kabra**'), the Society had permitted Kabra to undertake the redevelopment of the said Property, at and for the consideration and on other terms and conditions more particularly contained therein (hereinafter referred to as "**Kabra Redevelopment Agreement**").

iv. The terms of Kabra Redevelopment Agreement were modified/rectified by a Deed of Rectification dated 29th November, 2010, which is registered with the Sub-Registrar of Assurances at Andheri no.1 under no.BDR1-14534 of 2010 (hereinafter referred to as "**Kabra Rectification Deed**"). The Society has in subsequent legal proceedings (*referred to herein below*) has claimed that the Kabra Rectification Deed was executed without a due authorizations from the general body of the Society; and the same was not binding on the Society.

v. Thereafter, according to the Society, Kabra had failed to perform certain terms and conditions of the said Kabra Redevelopment Agreement and therefore, the Society, vide a letter dated 8th February, 2013 (issued by the Advocates of the Society), terminated the Kabra Redevelopment Agreement and appointment of Kabra as a Promoters in respect of the said Property (hereinafter referred to as "**Kabra Termination Notice**"). A copy of the said Kabra Termination Notice is annexed hereto and marked as ***Annexure 'B'***.

vi. Being aggrieved by such termination, Kabra invoked the arbitration provisions under the Kabra Redevelopment Agreement and assailed the said Kabra Termination Notice. Kabra also filed a Petition under Section 9 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as "**the Arbitration Act**") before the Hon'ble High Court of Judicature at Bombay (hereinafter referred to as "**the Hon'ble High Court**") being Arbitration Petition no.252 of 2014 and prayed therein for certain interim and ad-interim reliefs pending the arbitration proceedings (hereinafter referred to as "**the First Arbitration Petition**").

vii. The Hon'ble High Court by its order dated 3rd April, 2013, did not grant any ad-interim reliefs to Kabra in the First Arbitration Petition. Annexed hereto and marked as ***Annexure 'C'*** is a copy of the said Order dated 3rd April, 2013.

viii. The said Kabra had also filed an application under Section 11 of the Arbitration Act, being Arbitration Application no.50 of 2014 before the Hon'ble High Court and had therein prayed for an appointment of an arbitrator for adjudicating the disputes between the Society and Kabra.

ix. By and under an order dated 7th May, 2015, passed by the Hon'ble High Court in the said Arbitration Application no.50 of 2014 and First Arbitration Petition, the disputes between the Society and Kabra were referred to the Arbitration of Justice F.I. Rebello (Retd) as the sole arbitrator (hereinafter referred to as "**the Learned Sole Arbitrator**"); and the Hon'ble High Court also directed in the said Order that the First Arbitration Petition (filed by Kabra under Section 9 of the Arbitration Act), shall be treated as an Application under Section 17 of the Arbitration Act before the Learned Sole Arbitrator. On such terms the said Arbitration Application no. 50 of 2014 and the First Arbitration Petition were disposed off by the Hon'ble High Court.

x. Pursuant thereto, by and under an interim Order dated 8th January, 2015, passed by the Learned Sole Arbitrator, certain interim reliefs as set out therein were granted to Kabra under the said Application, under Section 17 of the Arbitration Act (hereinafter referred to as "**the Arbitration Interim Order**").

xi. The Society thereafter filed an Arbitration Petition no.438 of 2015 (hereinafter referred to as "**the Second Arbitration Petition**") before the Hon'ble High Court, challenging the said Arbitration Interim Order dated 8th January, 2015 that was passed by the Learned Sole Arbitrator; and after hearing the parties, the Hon'ble High Court passed an order dated 23rd June, 2015 in the said Second Arbitration Petition and thereby allowed the Second Arbitration Petition and the said Order dated 8th January, 2015 passed by the Learned Sole Arbitrator was set aside by the Hon'ble High Court. Annexed hereto and marked as ***Annexure 'D'*** is a copy of the Order dated 23rd June, 2015, passed by the Hon'ble High Court in the Second Arbitration Petition.

xii. Under the said order dated 23rd June, 2015 passed by the Hon'ble High Court in the Second Arbitration Petition, the Hon'ble Court has directed the Society to deposit a sum of Rs.6,90,00,000/- (Rupees Six Crores Ninety Lacs Only) with the office of the Prothonotary& Senior Master, High Court Bombay, within a period of 8 (Eight) weeks from the date of the said Order, without prejudice to the rights and contentions of the Society in the said arbitration proceedings and the Society has deposited such amount in compliance with such order.

xiii. Being aggrieved by the said Order of the Hon'ble High Court dated 23rd June, 2015, Kabra challenged the said Order dated 23rd June, 2015, by filing a Special Leave Petition before the Hon'ble Supreme Court of India, being Special Leave Petition (Civil) no.17046 of 2015. After hearing the parties, the Hon'ble Supreme Court of India, dismissed the said Special Leave Petition by an order dated 16th July, 2015. Annexed hereto and marked as ***Annexure 'E'*** is a copy of the order dated 16th July, 2015passed by the Hon'ble Supreme Court of India in the Special Leave Petition (Civil) no.17046 of 2015.

xiv. The said arbitration proceedings are presently pending before the Learned Sole Arbitrator. However, as of the date hereof, there is no subsisting injunction and/or restraint order against the Society in the said arbitration proceedings.

xv. Pursuant to the termination of Kabra as a Promoters in respect of the said Property, the Society was desirous of appointing a new Promoters to undertake the redevelopment of the said Property and accordingly, by and under a Development Agreement dated 2nd August, 2014, made and executed between the Society of the one part and the Promoters of the other part, (hereinafter referred to as "**the said Development Agreement"**), the Society granted full and exclusive development rights in respect of the said

Land to the Promoters, at and for the consideration and on the other terms and conditions as more particularly mentioned therein.

xvi. Vide the said Development Agreement, the Society authorised the Promoters to demolish the said Old Buildings and to construct on the said Land one or more multistoried building/s, wherein all existing members of the Society shall be rehabilitated and the balance area constructed as a part of such new building/s, will be available to the Promoters for sale to various third parties, who will be admitted as members of the Society.

xvii. The said Development Agreement remained to be registered within the prescribed time under the provisions of the Registration Act, 1908; and in the circumstances, a Deed of Confirmation dated 24th July, 2015 (hereinafter referred to as "**the said Confirmation Deed**") was executed between the Promoters and the Society thereby, confirming the contents of the Development Agreement (a copy whereof was annexed to the said Confirmation Deed). The said Confirmation Deed was duly registered with the Sub Registrar of Assurances at Andheri No.4 under serial no. BDR15-6335-2015.

xviii. Since the Society did not have the requisite funds for making the deposit of the sum of Rs.6,90,00,000/- (Rupees Six Crores Ninety Lacs Only) as per the said order dated 23rd June, 2015 passed by the Hon'ble High Court, the Society has pursuant to a resolution passed in the Special General Body Meeting of the Society held on 2nd June, 2015, approached the Promoters and requested the Promoters to make payment to the Society, a sum of Rs.6,90,00,000/- (Rupees Six Crores Ninety Lacs Only), which in turn would be deposited by the Society with the office of the

Prothonotary& Senior Master, High Court Bombay.

xix. Accordingly, certain negotiations took place between the Society and the Promoters and after such mutual deliberations, discussions and negotiations, the Promoters agreed to pay the sum of Rs.6,90,00,000/- (Rupees Six Crores Ninety Lacs Only) to the Society in order to enable the Society to deposit the same with the Hon'ble High Court as aforesaid. Accordingly, the Society and the Promoters have modified/amended/supplemented terms of the Development Agreement which are recorded in a Supplemental Agreement dated 12th August, 2015 made and executed between the Society and the Promoters and the same is registered with the Sub Registrar of Assurances at Andheri No.4 under serial no. BDR15-7006-2015.

xx. The Society has also executed a Power of Attorney dated 24th July, 2015 thereby authorising the Promoters (acting through its partners) to do various acts, deeds, matters and things in respect of the said Property as set out therein. The said Power of Attorney is duly registered with the Sub-Registrar of Assurances at Andheri no.4 under no.BDR15-6336-2015 (hereinafter referred to as "**the PoA**").

xxi. The said Development Agreement, the Deed of Confirmation and the Supplemental Agreement are hereinafter collectively referred to as "**the Redevelopment Documents**".

xxii. The Old Buildings were extremely dilapidated and the same were beyond economical repairs and the Municipal Corporation of Greater Mumbai (hereinafter referred to as "**MCGM**") had issued certain notices to the Society in respect of the dilapidated structural condition of the said Old Buildings, including *inter alia* notices under Section 354 of the Mumbai Municipal Corporation Act, 1888.

Vide the said notices, the MCGM had called upon the Society to pull down the Old Buildings on the ground that the same were in a ruinous condition. The said notices were challenged by the Society by filing a Suit in the Hon'ble Bombay City Civil Court at Dindoshi being L.C. Suit no. 2613 of 2013. The Society had prayed for certain interim reliefs in the said Suit by filing a Notice of Motion no. 301 of 2014 therein. The said Notice of Motion no.301 of 2014 was dismissed by the Hon'ble Bombay City Civil Court vide an Order dated 30th April, 2015.

xxiii. Being aggrieved by the said Order dated 30th April, 2015, the Society filed an Appeal from Order No. (L) 14508 of 2015 before the Hon'ble High Court and had preferred a Civil Application No. 14509 of 2015. The said Appeal from Order was disposed of by the Hon'ble High Court by passing an order dated 27th July, 2015 and thereby directed the MCGM to demolish the Old Buildings within a period of 3 (three) months, if the members of the Society did not vacate their respective premises in the Old Building. Vide the said order dated 27th July, 2015, the Hon'ble High Court also disposed of the said L.C. Suit no. 2613 of 2013. Annexed hereto and marked as **Exhibit 'F'** is a copy of the said Order dated 27th July, 2015.

xxiv. Pursuant to the said Order dated 27th July, 2015, the members of the Society, who were occupying premises in the said Old Buildings, vacated their respective premises therein; and thereupon the said Old Buildings were subsequently demolished.

xxv. The Society pursuant to demolition of the Old Buildings, has vide its letter dated 30.11.2015 confirmed having put the Promoters in quiet, vacant and peaceful possession of the said Land. Annexed hereto and marked as ***<u>Annexure 'F'</u>*** is a copy of the said letter dated 30.11.2015.

C. In the circumstances aforesaid, the Promoters became entitled to redevelop the said Land and construct thereon, new multi storied building/s.

D. The Promoters had made an application to the MCGM for sanction of plans for carrying out construction of a new multistoried building/s on the said Land and based on such application, the MCGM had approved plans for construction on the said Land (presently with a Floor Space Index (hereinafter referred to as "**FSI**") of 0 square meters); and had issued an Intimation of Disapproval dated **14.12.2016**bearing number **[CE/9531/WS/AK]** (hereinafter referred to as "**the IOD**"). The said IOD was further amended vide letter dated 16.10.2017 from MCGM with floor space index of 3646.97 sq mts. A copies of the IOD is annexed hereto and marked as ***<u>Annexure 'G'</u>***.

E. The MCGM has also issued a Commencement Certificate dated **30..01.2017**and thereby has permitted the Promoters to commence construction of the new building (hereinafter referred to as "**the CC**"). A copy of the CC is annexed hereto and marked as ***<u>Annexure 'H'</u>***.

F. As per the IOD and approved plans and the plans to be further approved hereafter by the MCGM, the Promoters shall be constructing on the said Land, a multistoried building comprising of 4 (four) wings and each wing are presently proposed by the Promoters to be comprising of approximately 13 floors (hereinafter referred to as "**the Proposed Building**"). As aforesaid the Promoters has proposed to construct one building with multiple wings on the said Land, but the Promoters is considering construction of separate buildings (instead of separate wings) and if the same is found to be viable and feasible by the Promoters, then the Promoters may hereafter make an application to the MCGM for amendment to the plans so as to construct separate building/s/structure/s (each comprising of one or more wings) instead of 4 (four) separate wings in one building as presently proposed.

G. The development/redevelopment on the said Land undertaken by the Promoters by constructing thereon the Proposed Building by construction of the Proposed Building thereon, in the manner aforesaid, is hereinafter referred to as "**the said Project**". The term "***the Project***", wherever the same appears hereinafter shall include without limitation the entire project of construction of the Proposed Building and all other structures and the entire development of the said Land, as envisaged by the Promoters.

H. It is further clarified and the Purchaser/sis/are specifically made aware that although the Promoters has envisaged a broader scheme of development and construction, considering the fact that the MCGM has presently granted the existing building approvals as recited above; and that under the presently existing building approvals, only a part of the presently available development potential of the said Land, is being utilized in the course of development and construction of the Proposed Building, the Promoters shall from time to time be making applications to the MCGM for amendments to the already approved plans and for issuance of further approval/s of amended plans and further commencement certificates or revalidation of the existing CC in terms of such amended plans, as may be approved from time to time by the MCGM, such that the entire development potential available for consumption on the said Land, is completely consumed in the course of development and construction of the Proposed Building on the said Land. Accordingly, it is clarified that the plans for construction of the Proposed Building on the said Land are subject to further modifications.

I. Presently, the Promoters, as per the existing provisions of the Development Control Regulations for Greater Mumbai, 1991, (hereinafter referred to as "**DCR**") has provided for a layout recreation ground in the presently proposed plans (hereinafter referred to as "**the Proposed Layout RG**"). It is reasonably expected by the Promoters that due to the re-enactment/statutory modification of the DCR by coming into force of the presently proposed Development Control and Promotion Regulations, 2034 (hereinafter referred to as

“**Proposed DCR**”), the Promoters may not be required to provide the Proposed Layout RG on the said Land; and consequently, the land area available for construction as well as the FSI available for construction of the Proposed Building shall stand increased; and the Promoters shall be entitled to take such benefit of such additional FSI and/or land area, if the same so become available.

J. Presently, the Promoters has commenced construction on the said Land on the basis of existing approvals already granted by the MCGM; and subsequent modifications thereto will be done on the basis of the further development potential that is available and that may from time to time become available due to various factors and as per DCR and/or any statutory modification or re-enactment thereof including *inter alia* the coming into force of the Proposed DCR, which are already published for objections/suggestions and recommendations of the Planning Committee under the provisions of Section 28 (3) of the Maharashtra Regional and Town Planning Act, 1966. It is clarified that the Promoters has designed the foundation, piling and other aspects pertaining to the load bearing capacity of the Proposed Building as also made provisions for utilities, common areas and common facilities like water tanks, lifts, etc. in such manner that the same would support, withstand and bear the load of the extensions to the Proposed Building up to 14(fourteen) floors in each wing, as is envisaged by the Promoters hereunder. Nothing contained in this Agreement shall be deemed to be or construed as a restriction on the Promoters to continue to the Project under any applicable provisions of the Proposed DCR, if the same come into force during the construction of the Project and if the Promoters so deems fit.

K. It is clarified that in the course of construction of the Proposed Building, the Promoters shall be consuming on the said Land, maximum permissible FSI and development potential available as per the provisions of the DCR including but not limited to the following:

i. entire development potential available for consumption on the said Land by way of FSI emanating from the said Land in the form of base land FSI, which can be consumed free of costs thereon including *inter alia* the FSI available for consumption under Regulation 33 (6) of the DCR;

ii. entire development potential available for consumption on the said Land by way acquiring of FSI by way of payment of premium to the Government of Maharashtra or any other statutory authorities including but not limited to the MCGM including *inter alia* the FSI available for consumption under Regulation 32 of the DCR;

iii. entire development potential available for consumption on the said Land by way of loading Transferable Development Rights (hereinafter referred to as "**TDR**") on the said Land, including *inter alia* in accordance with Regulation 34 and Appendix VII of the DCR, as well as any TDR that may be permitted to be consumed by virtue of the modification to DCR pursuant to the notification dated 16th November, 2016 issued by Government of Maharashtra bearing no.TPS-1813/3067/CR-122/MCORP/12/UD-13;

iv. entire development potential available for consumption on the said Land by acquiring of compensatory fungible FSI in accordance with Regulation 35 (4) of the DCR; and

v. entire development potential (by whatever name called) that may become available for consumption on the said Land pursuant to the coming into force of the Proposed DCR.

L. As per the existing approvals and further amendments thereto, as may be obtained by the Promoters from time to time, the Promoters would be constructing on the said Land, the Proposed Building to be known as **"ORION"**and the wings therein shall be known as per the details set out in Recital'sclause G hereof, or such other name as the Promoters may hereafter in its discretion deem fit.

M. The Promoters has entered into an agreement as prescribed by the Council of Architects appointing the Architect AAKAR ARCITECTS & CONSUTANTS(who is registered with the Council of Architects) and has also appointed JW CONSULTANTS LLPas the structural engineer for preparing structural design and drawings and specifications of the Proposed Building. The Purchaser/saccept/s the professional supervision of the said Architects and the said structural designer/engineer till the completion of the Proposed Building, unless such consultants are hereafter changed by the Promoters.

N. The right and entitlement of the Promoters to undertake redevelopment of the said Land has been set out in the Title Certificate dated 25th February, 2016issued by the Advocate & Solicitor Mr. SajitSuvarna, of M/s. DSK Legal and a copy of the said Title Certificate is annexed hereto as ***Annexure 'I'***.

O. The Promoters has registered the said Project of development and construction on the said Land under the provisions of the Real Estate (Regulation and Redevelopment) Act, 2016 (hereinafter referred to as "**RERA**"), with the Maharashtra Real Estate Regulatory Authority under registration no. P51800008348 dated 18.8.2017. A copy of the Project Registration Certificate of the said Project is annexed hereto and marked as ***Annexure 'J'***.

P. The Purchaser/shas/have approached the Promoters for acquiring a residential flat in the Proposed Building, as per the details more particularly described in the ***Second Schedule***hereunder written (hereinafter referred to as "**the said Unit**"). The said Unit is shown as marked in red colour shades on the floor plan annexed hereto as ***Annexure 'K'***. As per the terms of the Redevelopment Documents and as per the building approvals, the said Unit forms a part of the surplus area that the Promoters is entitled to sell in the open market (not being the area earmarked for rehabilitation of the exiting members of the Society).

Q. The Purchaser/shas/have taken inspection of all the documents of title of the Society relating to the said Land and the Purchaser/shas/have satisfied himself/herself/themselves about the entitlement of the Promoters to undertake redevelopment of the said Land by construction of the Proposed Building thereon; and to enter into these presents.

R. The Purchaser/shas/have demanded and has also taken inspection of the Project Registration Certificate issued by Maharashtra Real Estate Regulatory Authority under the provisions of RERA, the approved plans as well as the proposed plans, the existing building approvals issued by the MCGM (including the terms and conditions set out therein), undertakings given by the Promoters/Society to the MCGM, and other relevant documents and papers including *inter alia* the municipal assessment bills, city survey records, all documents with regard to the pending arbitration proceedings and the orders passed therein and incidental thereto as recited above and the record of rights, property register cards and all other documents required to be furnished to the Purchaser/sby the Promoters under the provisions of RERA and the Real Estate (Regulation and Development) (Registration of the Real Estate Projects, Registration of Real Estate Project, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (hereinafter referred to as "**RERA Rules**") as well as under the provisions (to the extent applicable) of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "**MOFA**") and the Maharashtra Ownership Flats (Regulation of promotion of Construction, Sale, Management and Transfer) Rules, 1964 (hereinafter referred to as "**MOFA Rules**") and the Purchaser/sconfirm/s that he/she/they has/have entered into this Agreement after being aware of all the said facts and orders and after inspecting the aforesaid and other relevant documents and papers and having understood the contents and implications thereof and being satisfied in all respects with regard thereto.

S. The Purchaser/shas/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Promoters and acknowledges that some of such conditions and/or obligations shall/may require compliance in continuity even after the development and construction of the Proposed Building is completed and after the management of the Proposed Building is handed over to the Society; and the Purchaser/shas/have agreed to abide by and comply with such continuing conditions and obligations.

T. In the circumstances, pursuant to negotiations between the Parties, the Purchaser/shas/have agreed to purchase and acquire from the Promoters and the Promoters has agreed to sell to the Purchaser/s, the said Unit on the terms and conditions herein contained.

U. The Parties are desirous of reducing to writing the terms and conditions agreed upon between themselves as hereinafter appearing.

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

1 INTERPRETATION:

1.1 The Recitals, the Schedules and the Annexures to this Agreement shall be deemed to form an integral and operative part of this Agreement;

1.2 Clause headings are for convenience only and shall not affect interpretation except to the extent that the context otherwise requires;

1.3 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;

1.4 Any reference to Clause, Schedule or Annexure shall be deemed to be a reference to a Clause, Schedule or Annexure respectively of this Agreement;

1.5 Any reference to any enactment, statute, regulation is shall be deemed to mean reference to it, as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;

1.6 Any reference to a statutory provision in a particular statute or legislation shall, in case of repeal or re-enactment or amendment of such statute, be deemed to be a reference to the corresponding provision of the new/amended/re-enacted statute or legislation, which most nearly resembles the provision of the originally applicable statute or legislation; and

1.7 words importing the singular shall include plural and vice versa.

1.8 reference to words denoting any gender shall include all genders.

2 PROMOTERS TO CONSTRUCT THE PROPOSED BUILDING:

The Promoters shall construct the Proposed Building on the said Land, as recited above, comprising of 4 (four) wings and each wing comprising of approximately 13(thirteen) floors and further comprising of such additional floors as may be sanctioned hereafter by the concerned authorities (by virtue of increase in the FSI or otherwise as stated in the Recitals hereof) on the said Land as recited above, in accordance with the plans, designs, specifications that area already approved by the MCGM and any other concerned local authority and which may further be approved by the concerned local authorities (in respect of the additional floors or additional structures as provided herein); and which sanctioned plans as well as proposed plans have been seen and approved by the Purchaser/swith only such variations as the Promoters may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any them PROVIDED THAT the Promoters shall have to obtain prior consent in writing to the Purchaser/sin respect of such variations or modifications which may adversely affect the said Unit hereby agreed to be sold to the Purchaser/s.

3 TRANSACTION:

3.1 In consideration of the aggregate sum as mentioned in ***Annexure 'L'*** hereto (hereinafter referred to as "**the Purchase Price**") agreed to be paid by the Purchaser/sto the Promoters in the manner contained in *Annexure 'L'* hereto, the Promoters hereby agrees to sell to the Purchaser/sand the Purchaser/shereby agree/s to purchase from the Promoters, the said Unit as more particularly described in the ***Second Schedule*** hereunder in the Proposed Building being constructed on the said Land together with all rights of and incidental thereto and together with the right to use and enjoy the limited common areas and facilities and the common areas and facilities in common as specified in **Part A** and **Part B** respectively of the ***Third Schedule***hereunder written (all of which aforesaid rights and entitlements of the Promoters agreed to be sold hereunder are hereinafter collectively referred to as "**the said Premises"**).

3.2 It is agreed between the Parties hereto that a notice/intimation forwarded by the Promoters to the Purchaser/sstating that a particular stage of construction is being commenced or achieved shall be sufficient proof that a particular stage of construction is being commenced or achieved (as the case may be) for the purpose of making payment of the installment of the Purchase Price, as per *Annexure 'L'* hereto. The Promoters is not bound and shall not be called upon or required to give any further notice or intimation requiring any such payment; and non-furnishing of any further particulars or non-issuance of any further notice or intimation, shall not be pleaded by the Purchaser/sas an excuse for non-payment of any amount/s due on the respective due dates or events.

3.3 The said amount of the Purchase Price referred to hereinabove excludes all taxes (comprising inter alia of tax paid or payable by the Promoters by way of Value Added Tax (mVAT)or Service Tax(ST) or Goods and Services

Taxes(GST) and Cess and any other similar taxes, which may be levied, in connection with the construction and development of and carrying out the Project payable by the Promoters) up to the date of handing over possession of the said Unit, as elaborated herein below.

3.4 The said amount of Purchase Price is non-escalatory, save and except in the event of any increase in the development charges or any other charges payable by the Promoters to MCGM or any other governing authorities. In the event of such escalations in the Purchase Price as a result of the aforesaid events, then the Promoters shall enclose a copy of the relevant notifications, circulars etc. together with the demand letter issued by the Promoters to the Purchaser/sfor the escalated Purchase Price.

3.5 The Promoters may allow, in its discretion a rebate for early payments of the installments of the Purchase Price payable by the Purchaser/sby discounting such early payments at the Agreed Interest Rate per annum for the period by which the respective installment has been preponed. Such rebate shall be provided to the Purchaser/sonly if mutually agreed upon between the Parties in writing. The provision for allowing rebate and the rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/sby the Promoters. The term "***Agreed Interest Rate***" wherever the same appears in this Agreement shall be deemed to be a reference to the Interest Rate as mentioned in Rule 18 of the RERA Rules.

3.6 It is clarified that the amount/quantum of the Purchase Price as mentioned in *Annexure 'L'* is arrived at and agreed upon between the Parties after considering the installments (and milestones) for payment of the Purchase Price as set out in *Annexure 'L'* hereto; and accordingly, the installments (and milestones) for payment of the Purchase Price, as set in *Annexure 'L'* hereto have been mutually agreed upon at after considering and negotiating the quantum of the Purchase Price, as arrived at and recorded herein. The Purchaser/sshall not by virtue of making timely payment of the installments of the Purchase Price (as per *Annexure 'L'* hereto) seek to claim or be entitled to claim any rebate or discount on the Purchase Price pursuant to Clause 3.5 hereof.

4 DEFAULT OR FAILURE IN PAYMENT OF PURCHASE PRICE:

Notwithstanding anything contained in this Agreement, it is specifically agreed between the Parties that:

4.1 Time for making the payments of the installments of the Purchase Price as mentioned in *Annexure 'L'* is strictly of the essence of this Agreement and any delay by the Purchaser/sin making the said payment/s shall forthwith render this Agreement terminable at the sole and exclusive option of the Promoters without any further act and/or reference and/or recourse to the Purchaser/s; and thus ***(a)*** in the event of the Promoters so terminating this Agreement or ***(b)*** in the event of the Purchaser/srequesting the Promoters to terminate this Agreement for any reasons whatsoever and howsoever arising, the Promoters shall be entitled to forfeit 10% (Ten Percent) of the amount of the Purchase Price as receivable by the Promoters from the Purchaser/shereunder; and thereupon the Promoters shall also be free and entitled in its own right to deal with the said Unit and the Promoters's rights therein, in any manner as the Promoters in its sole discretion deem fit and proper, without any reference, recourse and/or payment whatsoever to the Purchaser/sand without the requirement of any orders of declaration of termination from any Courts and without the requirement of execution or registration any document or deed of cancellation.

4.2 The Promoter is entitled to terminat the agreement after the Purchaser is committing 3 (three) defaults and termination letter shall be issued by the Promoters to the Purchaser/s regarding such termination which shall effectively terminate this Agreement and thereupon the Purchaser/s shall have no right, title, interest, share, claim or demand in to or upon the said Premises and/or any part thereof and/or otherwise against the Promoters in any manner whatsoever and howsoever arising. The refund pursuant to the termination as provided in this Clause 4 shall be made by deducting earnest money, GST on the earnest money, deposits, interest and taxesand/or such other taxes, within 30 (thirty) days of the termination of this Agreement. The amount of refund in such an event shall further be after deduction of any taxes paid and other amounts expended by the Promoters pursuant to this Agreement (including *inter alia* any brokerage charges paid by the Promoters in pursuance of the transaction recorded in this Agreement) and other amounts payable by the Purchaser/shereunder as may be payable up to the date of termination as well as the costs incurred by the Promoters in finding a new willing acquirer/transferee who may acquire the said Unit (including brokerage charges as may be incurred by the Promoters in that behalf).

4.3 The Purchaser/shereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Promoters/its transferee/s/allotted/s/nominee/s and/or otherwise in to upon the said Premises in such an event of termination **PROVIDED HOWEVER THAT** the Promoters shall not exercise the aforesaid right of termination as provided under this Clause 4 unless and until a notice of 15 (Fifteen) days demanding payment of the due installment of the Purchase Price is given to the Purchaser/sand even thereafter, the Purchaser/sfail to make payment of the relevant installment **PROVIDED FURTHER** that strictly without prejudice to the aforesaid, the Promoters in its sole and absolute discretion may (without being obliged to do so), instead of treating this Agreement void as aforesaid, permit the Purchaser/sto pay the said installments of the

Purchase Price after their respective due dates but after charging interest at the Agreed Interest Rate on such outstanding amounts (from the date such amount/s has/have become due to be paid by the Purchaser/still the date of actual payment thereof).

4.4 In the event of any delayed payment being received by the Promoters from the Purchaser/s, the Promoters shall notwithstanding any instructions to the contrary by the Purchaser/saccompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Purchaser/sin respect of the delayed payment and thereafter towards the principal amount of the delayed payment.

5 DISCLOSURE AS REGARDS TITLE:

5.1 The Promoters has disclosed to the Purchaser/sthat the said Society is the owner of the said Land; and the Promoters is appointed as a Promoters by the said Society in respect of the redevelopment of the said Land under and in accordance with the terms and conditions of the Redevelopment Documents as recited above.

5.2 The Purchaser/shas/have conducted a detailed legal due diligence with regard to the title of the Society to the said Land, the Promoters's entitlement to undertake the redevelopment of the said Land, the termination of Kabra's appointment as the old Promoters in respect of the said Property, the said arbitration proceedings of Kabra and has completely understood the nature of the title of the Society to the said Land and the Promoters's entitlement to undertake the redevelopment of the said Land by construction of the Proposed Building thereon and the entitlement to enter into this Agreement; and the Purchaser/sis/are completely satisfied with the same and shall hereafter not raise any further objections/requisitions with regard thereto.

6 PROMOTERS TO COMPLY WITH APPROVALS:

6.1 The Promoters hereby agrees to observe, perform and comply with all the terms, conditions and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and that the Promoters shall before handing over possession of the said Unit to the Purchaser/s, obtain from the MCGM, occupancy certificate / building completion certificate in respect of the said building including the Unit.

6.2 The Promoters hereby declares that the total buildable FSI available at present in respect of the Project on the said Land is 9258.73 square meters; and that no part of the said FSI has been utilized by the Promoters elsewhere for any purpose whatsoever. In case the said FSI has been utilized by the Promoters elsewhere, then the Promoters shall furnish to the Purchaser/sall the detailed particulars in respect of such utilization of the said FSI by it. The said FSI as available at present, may increase or decrease hereafter, for various reasons, including *inter alia* as set out in the Recitals of this Agreement.

7 DESIGN SUBJECT TO AMENDMENTS AND CHANGES:

7.1 The design of the said Unit is subject to amendments and changes as may be stipulated by the MCGM, government, local authority and as per the requirements of the Promoters from time to time.

7.2 The Purchaser/shereby further agree/s and covenant/s with the Promoters to render full co-operation to the Promoters and to sign and execute all papers and documents, in favour of the Promoters or otherwise as may be necessary for the purpose of enabling the Promoters to construct the Proposed Building, in accordance with the said approvals or such other plans, with such additions and alterations as the Promoters may in its sole and absolute discretion deem fit and proper and/or for the purpose of applying for and/or obtaining the approval or sanctionof the MCGM or any other appropriate authorities in that behalf as well as for the approval or sanction relating thereto. The Purchaser/shereby further agree/s and give/s his/her/their specific irrevocable consent to the Promoters to carry out such amendments, alterations, modifications or variations in constructing the said Unit and the Proposed Building on the said Land and/or to the layout plan marked as Annexure **“**M**”**and/or to the building plans (whether or not envisaged and/or proposed to be constructed at present), provided that the aggregate area/size of the said Unit agreed to be acquired by the Purchaser/sis not in any manner reduced, beyond the Agreed Variation Limits, as set out in Clause 7.3 hereof.

7.3 Before the Purchaser/sis/are put in possession of the said Unit, the Promoters shall confirm the final carpet area of the said Unit by furnishing the details of the changes, if any, in the carpet area thereof. The Parties agree and acknowledge that a change/variation (either due to planning constraints or due to any construction related exigencies) in such carpet area of the said Unit up to 3% (three percent) (plus or minus) is acceptable to each of the Parties hereto (hereinafter referred to as “**the Agreed Variation Limits**”).

7.4 In the circumstances, if the carpet area of the said Unit is less than what is set out in this Agreement, (subject to such reduction being within the Agreed Variation Limits) then the Promoters shall be liable to refund to the Purchaser/san amount out of the Purchase Price, which is proportionate to the reduced carpet area of the said Unit. Similarly, if the carpet area of the said Unit is more than what is set out in this Agreement, (subject to such increase being within the Agreed Variation Limits), then the Purchaser/sshall be liable to pay to the Promoters an additional amount towards the Purchase Price, which is proportionate to the increased carpet area of the said Unit; and such increased amount shall be paid by the Purchaser/sto the Promoters along with the next due installment of the Purchase Price or at the time of the

Promoters offering to put the Purchaser/sin possession of the said Unit, whichever is earlier. It is clarified that in the event if any amounts are payable by the Promoters to the Purchaser/s(due to reduction in the carpet area as aforesaid pursuant to the provisions of this Clause 7.4) then the Promoters shall either ***(a)*** refund the amount that is payable to the Purchaser/sprior to handover of possession of the said Unit to the Purchaser/s(without any interest thereon); or***(b)***appropriate the same, at the Promoters's own discretion under any head/s of the outstanding due/s payable by the Purchaser/sto the Promoters, without requiring any prior consent from the Purchasers.

8 DESCRIPTION OF COMMON AND INTERNAL AMENITIES:

8.1 It is expressly agreed that the said Unit shall contain specifications, fixtures, fittings, and amenities as set out in ***Annexure 'N'*** hereto (hereinafter referred to as the **"said Amenities and Facilities"**) and the Purchaser/ s confirm/s that the Promoters shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Unit.

8.2 It is specifically agreed between the Parties hereto that the Promoters shall have the right to change/alter/substitute the said Amenities and Facilities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Promoters. If any change as aforesaid becomes necessary, the Promoters shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Promoters to offer possession of the said Unit on the specified date. The Promoters shall however try to ensure that such substitutes and/or alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible and subject to availability. The Purchaser/sagree/s not to claim any rebate and/or discount and/or concession in the Purchase Price on account of such change/substitution.

8.3 It is clarified that the Internal Amenities are not manufactured or produced by the Promoters and that the same are sourced from third party vendors/suppliers. Some of the Internal Amenities may be acquired under warranties and others may not have any warranties and the Promoters shall not be responsible to repair and/or replace the same. Accordingly, once possession of the said Flat with the Internal Amenities is handed over by the Promoters to the Purchaser/s, thereafter in case of to any operational issues or malfunctioning of the Internal Amenities, the Purchaser/sshall not hold the Promoters responsible and/or liable for repairs or replacement thereof; and the Purchaser/sshall make appropriate claims only against the supplier/manufacturer thereof, as per the terms of the respective warranties of the respective Internal Amenities (if applicable).

9 SATISFACTION ON TITLE:

9.1 The Purchaser/shas/have independently inspected and verified the title deeds and all papers and documents hereinabove recited and has/have fully satisfied himself/herself/themselves about the ownership of the said Land by the said Society, the termination by the Society of Kabra's appointment as the previous Promoters, the entitlement of the Promoters to undertake redevelopment of the said Land and the entitlement of the Promoters to enter into this Agreement.

9.2 The Purchaser/sshall not be entitled to further investigate the title of the Society to the said Land and/or the entitlement of the Promoters to construct the Proposed Building thereon and to enter into this Agreement and/or be entitled to make any requisition or raise any objection with regard to any other matters relating thereto.

9.3 The Purchaser/shas/have also taken inspection of the approved plans, IOD, amended approved plans and CC issued by the MCGM and the undertakings given by the Promoters/Society to the MCGM; and other concerned authorities, and other relevant documents and papers including the municipal assessment bills, city survey records and other documents mentioned in the RERA, the RERA Rules, the MOFA and the MOFA Rules framed there under and the Purchaser/sconfirm/s that he/she/they has/have entered into this Agreement after inspecting and understanding the aforesaid documents and papers.

10 MEMBERSHIP OF THE SOCIETY:

10.1 Pursuant to receipt of the Occupation/Occupancy Certificate in relation to the Proposed Building and after all the premises in the Proposed Building are agreed to be sold by the Promoters under duly registered documents on the broad lines of this Agreement and subject to receipt of the entire Purchase Price hereunder agreed to be paid by the Purchaser/sto the Promoters as provided in *Annexure 'L'* hereto; and further subject to payment by the Purchaser/sof all other amounts hereunder agreed to be paid by the Purchaser/sto the Promoters, the Promoters shall make the requisite application to the said Society for inducting the Purchaser/sas member/s in the said Society in accordance with the provisions of the Redevelopment Documents.

10.2 Upon completion of the entire Project, viz. completion of construction of the Proposed Building and after consuming and utilizing the full available construction potential of the entire said Land (including the additional potential that is likely to accrue to the said Land at any time hereafter), the Promoters shall require the Purchaser/sto become the member of the said Society by paying the admission fee of Rs.100/- (Rupees One Hundred Only) and an amount of Rs.500/- (Rupees Five Hundred

Only) or such other amount as may be demanded by the Society towards the share money for 5 (five) fully paid up Shares of the said Society and also by paying the amounts towards proportionate sinking fund/corpus fund to the said Society.

11 INCIDENTAL RIGHTS OF THE PROMOTERS:

11.1 The Promoters has further informed the Purchaser/sthat subject only to the terms and conditions of the Redevelopment Documents, the Promoters retains the right to sell, transfer, assign in favour of any person/s and/or deal with ***(a)*** future rights in respect of the said Land; ***(b)*** the balance development potential/rights in respect of the said Land (i.e. after having utilized the FSI available for the construction of the Proposed Building and as per the plans already submitted and/or to be submitted by the Promoters from time to time and as per the proposed total scheme of development); ***(c)***various rights that may accrue to and over the said Land in the future including additional development potential as recited above; and ***(d)*** the rights for advertising, signage and hoarding for advertising in the compound, common areas and facade of the said Land and Proposed Building (the rights referred to in above are hereinafter collectively referred to as "**the Incidental Rights**").

11.2 The Incidental Rights include without limitation, the right of use of the said Land as a receiving plot and/or to consume or fully exploit by utilizing TDR and/or DRC which the Promoters and/or its nominee/s may be entitled to, from time to time, at the Promoters's sole and absolute discretion. The Promoters is also entitled from time to time to deal with and/or dispose of all or any of the Incidental Rights, by way of sale, assignment, lease, transfer, mortgage and/or in any other manner whatsoever as it may in its absolute discretion think fit and proper from time to time and at its entire discretion and convenience transfer such rights to any person/s.

11.3 The Purchaser/sexpressly consent/s and agree/s that the Purchaser/sshall not claim any rebate or reduction in the purchase price in respect of the said Unit and/or any other benefit/right from the Promoters and/or such persons, now and/or in future as a result of any development that may be undertaken either by the Promoters and/or its nominee/s and/or person/s.

11.4 The Purchaser/sfurther agree/s and acknowledge/s that the Promoters shall be solely and exclusively be entitled to use and exploit all common areas and the compound of the Proposed Building, the façade of the Proposed Building and the terrace on the top of the Proposed Building for advertising purposes and any other appropriate location as Promoters may deem fit and shall be entitled to create such third party rights in respect of such advertising rights and shall be entitled to the entire Purchase Price in that behalf and the Purchaser/sshall not object thereto either in his/her/their personal capacity/ies or in his/her/their capacity/ies as the member/s of the said Society.

12 NO OBJECTION TO DEVELOPMENT/CONSTRUCTION:

12.1 As aforesaid, the Promoters shall be constructing the Proposed Building and additional structures/wings/floors therein as stated above on the said Land and the Purchaser/sis/are not entitled to and shall not object to such construction for any reasons whatsoever and howsoever arising, at any time hereafter;

12.2 It is further agreed that save and except the aforesaid terrace over the top most floor in the Proposed Building (which may be of an area lesser than the area of the plinth), the Promoters is entitled to sell the terrace/s or pocket terrace/s or extended balcony/ies, which may be abutting the respective premises for the exclusive use of the Purchaser/sof such premises (whether or not the same are approved as common areas). Further the Promoters may at its sole and absolute discretion, grant license for exclusive use or maintenance in respect of the terraces to the purchaser/occupant of the premises that is abutting (or next to) the terrace. The terrace/s if so permitted to be used by the Promoters, shall not be enclosed by the respective purchaser/occupant without the permission in writing obtained from MCGM and other concerned authorities and the Promoters. The Purchaser/shereby give his/her/their no–objection to such rights being retained by the Promoters in respect of such terraces (and the right to allot the same as aforesaid) and the Purchaser/sshall not object thereto and/or claim any such terraces and/or any part thereof as common areas and/or have/make any other claim in respect of such terraces against the Promoters and/or its nominee/s/ Purchaser/s /transferee/s/ licensee/s.

12.3 As recited above, it is reasonably expected by the Promoters that the FSI for consumption on the said Land shall be increased (including by virtue of proposed amendments to the DCR), from the FSI that is presently approved under the existing building approvals and from what is presently approvable in accordance with the existing provisions of the DCR (including inter alia by virtue of the re-enactment of the applicable DCR and coming into force the Proposed DCR as per the draft Development Plan 2034, which is already published for objections/suggestions, as recited above); and thereby the Promoters will on availability of such additional FSI, be able to construct further floors as a part of the Proposed Building in addition to the presently approved floors as recited above. The Purchaser/sconfirm/s that the Purchaser/shave no objection and shall not raise any objection to the Promoters putting up additional construction on the said Land by increasing the number of floors in the Proposed Building as such or in any other manner whatsoever.

12.4 The Promoters shall have full power and absolute authority, if so permitted by the concerned authorities, to make additions to and/or construct additional building/s or structure/s or wing/s on the said Land and/or additional storey/s in the Proposed Building including *inter alia* as recited above and such additional building/s/structure/s/wing/s/storey/s shall be the sole, exclusive and absolute property of the Promoters. The Promoters shall be entitled to dispose of such additional building/s/structure/s/wing/s/storey/s in such manner as the Promoters may deem fit and proper in its sole and absolute discretion. The Promoters shall be entitled to amend/alter/modify the layout plan of the said Land as also construct additional building/s/structure/s/wing/s/storey/s on the said Land or any portion or portions thereof and the Promoters shall be entitled to dispose of the premises in such additional building/s/structure/s/wing/s/storey/s as the Promoters may deem fit proper in its sole and absolute discretion. The Purchaser/sis/are not entitled to object thereto and shall not object thereto and this Clause 11.4 shall always operate as the Purchaser's/Purchasers' irrevocable, absolute and unconditional no objection in that behalf. This Clause 11.4 shall operate as and shall be deemed to be the consent of the Purchaser/sin accordance with section the provisions RERA, the RERA Rules, MOFA and the MOFA Rules; and in particular Section 14 of RERA and Sections 7 and 7A of MOFA.

13 ENTITLEMENT OF THE PURCHASER/STO RAISE LOAN:

The Purchaser/sis/are, at his/her/their sole risk, liability and responsibility, free to raise a loan from any financial institution or bank, for acquiring the said Unit by offering the rights of the Purchaser/shereby created, as a security. However, such loan should be strictly personal to the Purchaser/sand the right of the Promoters to receive the balance Purchase Price and other sums as hereunder provided from the Purchaser/s, shall override the rights of the financial institution/bank/organization/employer in respect of the loan so availed of by the Purchaser/s. No sum of such loan will be disbursed to the Purchaser/still the entire amount of Purchase Price (as per _*Annexure 'L'*_ hereto) is received by the Promoters and till the Promoters has received all other amounts hereunder receivable by the Promoters from the Purchaser/s. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Purchaser/s. Once the Purchaser/shas/have paid the full Purchase Price as payable under this Agreement and other amounts hereunder agreed to be paid by the Purchaser/sand has/have taken possession of the said Unit, thereafter due to non-payment of the loan by the Purchaser/s, the recourse available to the financial institution would be only against the said Unit and against the Purchaser/spersonally and not against the said Land, the Proposed Building or any one of them or any of the other premises in the Proposed Building, and not against any other assets/rights of the Promoters or the said Society.

14 COMMON AREAS:

It is expressly agreed that the Purchaser/salong with the other occupants of premises in the Proposed Building shall be proportionately entitled to use, occupy and enjoy the common areas and facilities in the Proposed Building and the nature, extent and description of such common areas and facilities which the Purchaser/swill proportionately enjoy in the common areas and facilities is set out in Part A (limited common areas) and Part B (common areas) of the ***Third Schedule*** hereunder written. The Purchaser/sshall not claim use or entitlement to use any areas in the Proposed Building on the ground that the same are approved as common areas in the plans; and the only common areas that the Purchaser/sis/are expecting to use/enjoy and claim to be entitled to use/enjoy are as set out in the ***Third Schedule***, subject to what is set out therein.

15 RIGHT OF THE PURCHASER/SRESTRICTED TO THE UNIT:

It is clarified that the right of the Purchaser/sis restricted to the said Unit agreed to be sold to him/her/them by the Promoters as per the floor plan annexed hereto as *Annexure 'K'* and use and enjoyment of common areas and utilities in common as aforesaid and the Purchaser/sshall not be entitled to claim any right to any open space or passage, staircase, open/stilt/basement/podium/stack/puzzle/tower/suspended parking spaces, or any other area in to or upon the said Land and/or the Proposed Building or any other space surrounding the Proposed Building or any of them in any manner whatsoever, as the same belongs to and are the sole, exclusive and absolute property of the Promoters.

16 NO CHANGE OF USER:

It is expressly agreed, by and between the Promoters and the Purchaser/sthat the said Unit is agreed to be sold to the Purchaser/sfor use as a Residence only and it shall be utilized by the Purchaser/sfor the purpose for which it is sold to the Purchaser/sand for no other purpose or purposes whatsoever and howsoever arising. The Purchaser/sagree/s not to change the user of the said Unit, without prior written consent in writing of the Promoters and the concerned authorities.

17 PARKING SPACES:

17.1 In accordance with the provisions of the said Redevelopment Documents, the Promoters has agreed to provide certain car parking spaces to the Society for allotment to the existing members of the Society; and the Promoters is entitled to and has been authorised by the Society to allot the balance car parking spaces in the Proposed Building to the acquirers of the free sale area of the Promoters. The Promoters shall accordingly earmark parking spaces in the Proposed Building for exclusive use thereof by certain acquirers of the premises in the Proposed Building depending on availability as the Promoters has been authorised to do so by the Society under the Redevelopment Documents. It is clarified that the Promoters can demand or charge and accept any consideration/Purchase Price/amounts from any acquirer/s of the premises (which the Promoters is entitled to sell as recited hereinabove) for allotment/earmarking of such parking spaces and the allotment of any car parking space/s, if done by the Promoters will be only to such persons who may hold units in the Proposed Building and the right to use such parking space/s shall be incidental to such person/s holding units/premises in the Proposed Building.

17.2 The Society has in the Redevelopment Documents already confirmed the allotment of the additional parking spaces by the Promoters in favour of the acquirers of the free sale area in the Proposed Building that is available to the Promoters under the Redevelopment Documents. The Purchaser/sagree that the Promoters shall be entitled to do such earmarking at its discretion and the Purchaser/shereby accept/s the decisions taken by the Promoters in relation to such earmarking of car parking spaces.

17.3 Notwithstanding what is stated in Sub-Clauses 17.1 and 17.2 above, the Purchaser/sacknowledge/s and understand/s that due to paucity of physical spaces and requirement of a larger number of car parking spaces, a majority of the car parking spaces that will be provided by the Promoters in the Proposed Building, shall be in the form of an automated mechanical pit or tower parking system or multi-level stack parking systems or any other form of automated or mechanical parking wherein, there may be or may not be any specific identified spot/place which may be earmarked for a particular occupant of premises in the Proposed Building and which shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as “**the Mechanical Parking**”). The Purchaser/sis/are aware that such Mechanical Parking involves or may involve operation of an automated machine for parking and removing cars from the

Mechanical Parking system and the same could be time-consuming and the Purchaser/sacknowledge/s that the Purchaser/shas/have no objection to the same. The Purchaser/sis/are aware that such Mechanical Parking may also require a valet system by appointment of qualified drivers, for ease of parking and removing of vehicles from the parking slots in the Mechanical Parking system. The Purchaser/shereby confirm/s that the Purchaser/shas/have no objection to the same and that the Purchaser/sshall not park his/her/their car/s at any other place in the Proposed Building. The Purchaser/shereby agree/s and undertake/s that the Purchaser/sshall bear the costs and expenses of the maintenance of such Mechanical Parking system or also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking system. The Purchaser/sshall not refuse to bear such costs and/or expenses on the ground of non-utilisation of such Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising.

17.4 As per the earmarking done by the Promoter as aforesaid, the holder of the said Unit is entitled to park [____] vehicles in the car parking spaces in the Proposed Building (to be physically earmarked by the Promoter at the time of completion of construction of the Proposed Building). The Purchaser/s has/have authorised the Promoter to carry out such earmarking as the Promoter may deem fit and proper keeping in mind the overall interest of the Project; and the Purchaser/s shall not object to the same on any grounds whatsoever including on the ground of difficulty in accessing the parking spaces or inadequacy of the size of the parking spaces

18 DATE OF POSSESSION OF THE SAID UNIT:

18.1 The Promoters agrees to offer to hand over possession of the said Unit to the Purchaser/sin the Proposed Building on or before30.1.2021 or within a period

7 (Seven) days from the date of obtaining Occupation/Occupancy Certificate in respect of the said Unit, whichever is later, subject to:

18.1.1 easy availability of cement, steel and other building materials; and

18.1.2 any conditions beyond the reasonable control of the Promoters, including acts of God like earthquake, perils of the sea or air, fire, flood, or any drought, explosion, sabotage etc.; and

18.1.3 any riots, bandhs, strikes and/or labour unrest and in consequence whereof and the construction on the said Land could be adversely affected; and

18.1.4 any geological, subsurface ground conditions as a result of which construction, development on the said Land and construction on and development of the said Land is delayed or no longer financially or technically viable; and

18.1.5 any disruptions, challenges and placement of legal and traditional impediments by third parties notwithstanding the granting of any and all approvals by the concerned authorities which delays or materially adversely affects the implementation of the construction activities on the said Land; and

18.1.6 any reasons like war, civil commotion, acts of criminals or of public enemy, insurrection, blockade, embargo terrorism, etc. in consequence whereof the construction activities on the said Land could be adversely affected; and

18.1.7 any embargo, notice, order, rule or notification of the Government and/or any other public body or authority or of the Court and/or any Act or Ordinance in consequence whereof construction activities on the said Land could be adversely affected;

18.1.8 any change in byelaws, policy and regulations of statutory authorities; and

18.1.9 act of enemy, riots, civil commotion, or war or any court order or government notification, circular or order or subject to delay by the MCGM for approval of plans, grant of Occupation/Occupancy Certificate, or subject to delay in the grant of water, sewerage, electric, cable connection or any other service or any other cause, beyond the control of the Promoters.

18.2 The date of delivery of possession of the said Unit is subject to certain terms as more particularly specified in the preceding Sub-Clause 18.1 and even after extension of the date of possession as stated in the preceding Sub-Clause 18.1, the Promoters is unable to or fails to offer possession of the said Unit or license to enter the said Unit to the Purchaser/s, then and in such an event, the Purchaser/sshall at its own discretion be entitled either ***(a)***tocontinue with the arrangement as recorded this Agreement and receive a compensation in the form of liquidated damages from the Promoters to be calculated on a monthly basis at the Agreed Interest Rate on the amount of Purchase Price that is till then paid by the Purchaser/sto the Promoters and received by the Promoters, from the extended date of delivery of possession (extended due to any of the factors set out in Clause 18.1 hereof) till the date of offer of possession by the Promoters to the Purchaser/s; or in the alternative ***(b)*** to give notice to the Promoters, thereby terminating this Agreement, in which event, the Promoters shall refund to the Purchaser/sthe amount of Purchase Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amounts, that may have been paid by the Purchaser/s) till then received by the Promoters from the Purchaser/shereunder together with interest at the Agreed Interest Rate from the date of receipt by the Promoters of such amounts of Purchase Price from the Purchaser/still the date of refund thereof to the Purchaser/s. It is clarified that the Promoters shall not be liable to pay or refund to the Purchaser/sany additional amount/s, either as liquidated damages or costs, charges, expenses the event of such termination. It is further clarified that in the event if the provisions of this Clause 18.2 are applicable and in such an event, if the Purchaser/sonce exercises the option to continue with this Agreement (and not to terminate it), then the Purchaser/sshall subsequently not be entitled to exercise the alternative option to terminate this Agreement, regardless of the further period of delay in the delivery of possession of the said Unit.

18.3 The refund to be made by the Promoters to the Purchaser/spursuant to Clause 18.2 shall be made by the Promoters to the Purchaser/swithin a period of 30 (thirty) days from the date when the Purchaser/sterminate/s this Agreement/s as per Clause 18.2 hereof. In case of termination by the Purchaser/sas provided in Clause 18.2, upon the aforesaid payment/s being made by the Promoters to the Purchaser/s, neither Party shall have any claim against the other either in respect of the said Premises or otherwise arising out of this Agreement and the Promoters shall be at liberty to sell and dispose of the said Premises and/or create third party rights therein in favour of any other person/s at and for such consideration and upon such terms and conditions as the Promoters may deem fit and proper, in the Promoters's sole and absolute discretion, without any reference and/or recourse to the Purchaser/s. It is clarified that in case of termination by the Purchaser/sas provided in this Clause, in the event if the Promoters finds a willing buyer/purchaser to acquire the said Unit prior to the refund to the Purchaser/sunder this Clause, then the Promoters shall be entitled to sell the said Unit to such new buyer/purchaser but the Purchaser/sshall have a charge on the amounts receivable by the Promoters from the new purchaser/acquirer to the extent of the amounts receivable by the Purchaser/sunder this Clause.

18.4 Save and except as provided in Clause 18.2 hereof, the Purchaser/sshall not be entitled to withdraw from this Agreement or terminate this Agreement and in the event if the Purchaser/sso decide/s to withdraw or terminate this Agreement other than for the reasons as set out in Clause 18.2 hereof, then the consequences of such withdrawal or termination shall be as set out in Clause 8 hereof.

18.5 Notwithstanding anything to the contrary contained in this Agreement and in particular in Clauses 18.2 to 18.5 hereof, if as a result of any legislative order or requisition or direction of the Government or public authorities, the Promoters is unable to complete construction of the aforesaid Proposed Building and/or to give possession of the said Unit to the Purchaser/s, then and in such an event, the only responsibility and liability of the Promoters will be to refund to the Purchaser/sthe amount of Purchase Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amounts that may have been paid by the Purchaser), till then received by the Promoters from the Purchaser/shereunder without any interest thereon and thereupon this Agreement shall ipso facto and automatically stand terminated.

18.6 The Purchaser/sshall take possession of the said Unit within a maximum period of 2 (two) months from the Promoters giving written notice to the Purchaser/sintimating that the said Unit is ready for use and occupation and the obligation of the Purchaser/sto bear and pay the maintenance charges as provided hereinafter shall commence within a period 7 (seven) days from the date of issuance of such notice to the Purchaser/s.

18.7 if within a period of 5 (five) years from the date of offer to hand over possession of the said Unit to the Purchaser/s, the Purchaser/sbring/s to the notice of the Promoters, any defect in the said Unit with regard to the material used therein or any unauthorized change in the construction of the Proposed Building, then, wherever possible such defects or unauthorized changes shall be rectified by the Promoters at its own cost; and in case if it is not possible to rectify such defects or unauthorized changes, then the Purchaser/sshall be entitled to receive from the Promoters, reasonable compensation for such defect or change, based on the estimates provided by any Architect appointed/nominated by the Promoters. It is clarified that such defect liability of the Promoters as set out in this Clause shall not pertain to any manufacturing or other defects in the Internal Amenities and the same is limited to any defects in the construction only.

18.8 Before delivery of possession or grant of license to enter the said Unit to the Purchaser/s, the Purchaser/sshall inspect the said Unit (including the size thereof) and the Amenities and Facilities provided; and thereafter the Purchaser/swill have no claim whatsoever and howsoever arising against the Promoters with regard to any shortfall in size or the construction of the said Unit or the provision of the Amenities and Facilities.

18.9 The Purchaser/sshall be entitled to the possession of the said Unit only after the full Purchase Price as per *Annexure 'L'* hereto is paid by the Purchaser/sto the Promoters; and the other sums mentioned hereunder are paid by the Purchaser/sto the Promoters.

18.10 The Promoters shall not put the Purchaser/sin possession of the said Unit unless and until the Purchaser/shas/have paid the entire Purchase Price as provided by *Annexure 'L'* hereto and all the other amounts payable by him/her/them hereunder and/or otherwise in respect of the said Unit to the Promoters, as specified herein and upon the Promoters having received the Completion Certificate or Occupancy/Occupation Certificate in respect of the said Unit.

18.11 Upon completion of construction of the Proposed Building, the Promoters may at its discretion, permit the Purchaser/sto enter upon the said Unit, limited for the purpose of carrying out fit out works of nonstructural nature like installation of fixture and furniture in the said Unit at the entire risks and costs of the Purchaser/s. The Purchaser/sacknowledge/s that the Promoters shall not be obliged to permit the Purchaser/sto enter upon the said Unit under any circumstances and the same shall be entirely at the discretion of the Promoters. The Purchaser/sfurther acknowledge/s that at such stage the Occupation/Occupancy Certificate in respect of the Proposed Building may not have been received by the Promoters from the MCGM and at such stage the said Unit may not be capable of being occupied by the Purchaser/s. The Purchaser/sagree/s and undertake/s that in the event so permitted to enter upon the said Unit to carry out the said fit out works as contemplated in this Sub-Clause 18.10, the Purchaser/sshall not occupy the same or commence any use thereof for any reasons whatsoever and howsoever arising. The Purchaser/sfurther agree/s and undertake/s that in the event if the Purchaser/sis/are so permitted to enter upon the said Unit to carry out the said fit out works as contemplated in this Sub-Clause 18.10 then in such an event, the Purchaser/sshall be solely and exclusively responsible and liable to ensure that the workmen, labourers, agents and other representatives of the Purchaser/sso entering upon the said Unit shall comply with and adhere to all health and safety guidelines, rules and regulations as may be prescribed by the Promoters from time to time. The Purchaser/sacknowledge/s that Promoters shall not be liable and/or responsible for untoward incident that may occur by virtue of the Purchaser/sbeing permitted to carry out the fit out works or to enter upon the said Unit as contemplated in this Sub-Clause 18.10.

18.12 The Purchaser/salso agreed and undertake that prior to commencing any fit out or interior works in the said Unit, the Purchaser/sshall for the due adherence and performance with the terms and conditions of the fit out manual (as may be drawn up by the Promoters containing the guidelines for carrying out the fit-out works in the premises in the Proposed Building), keep deposited with the Promoters a sum of Rs.[____________]/- (Rupees[____ ____] Only) as a security deposit and which amount shall be refunded by the Promoters to the Purchaser/son completion of the fit-out works (hereinafter referred to as "**the Security Deposit**"). In the event if the Purchaser/scommit/s any breach/es of the terms and conditions of the fit out manual or cause/s any damage or nuisance to the Proposed Building or any common areas therein or in any adjoining the said Unit, then and in any such event, the Promoters shall be entitled to adjust or deduct any expenses incurred or likely to be incurred by the Promoters from such security deposit for setting right such breach or rectifying such damage or nuisance caused. The Purchaser/sshall not dispute any adjustment or deduction from the security deposit on any ground whatsoever and howsoever arising.

18.13 Upon possession of the said Unit being offered to the Purchaser/s, he/she/they shall be entitled to the use and occupy the said Unit for the user specified herein only and for no other purpose whatsoever. Upon the Purchaser/staking possession of the said Unit or license to enter the said Unit he/she/they shall have no claim against the Promoters in respect of any item of work in the said Unit, which may be alleged not to have been carried out or completed.

19 REIMBURSEMENT OF EXPENSES AND MAINTENANCE CHARGES:

19.1 The Purchaser/shereby agree/s to pay to the Promoters, a lump sum amount as more particularly stated in ***Annexure 'O'*** by way of re-imbursement of the expenses that have been incurred by the Promoters and/or that have become payable and/or that shall become payable by the Promoters to various third parties and/or authorities. The charges referred to above are generally hereinafter referred to as **“Charges for Development and Betterment Facilities”.** The said Charges for Development and Betterment Facilities are non-refundable. The said Charges for Development and Betterment Facilities are over and above and in addition to the purchase price referred to hereinabove and all other amounts mentioned herein. The Promoters has explained to the Purchaser/sand have also shown to the Purchaser/san account of the amount spent/to be spent on the said Development and Betterment Facilities and the Purchaser/shas/have accepted and satisfied himself/ herself/themselves about the account and that the said Charges for Development and Betterment facilities are expended/to be expended. The Purchaser/sfurther confirm/s that he/she/they shall not raise any further queries on the Promoters in respect of the said Charges for Development and Betterment Facilities and neither shall the Purchaser/scall upon the Promoters to submit any further account of the said Charges for Development and Betterment Facilities.][1]

19.2 Over and above the amounts of the Purchase Price, as set out in *Annexure ‘L’* hereto and other amounts agreed to be paid by the Purchaser/sto the Promoters as set out hereinabove including inter alia the amount of Security Deposit, the Purchaser/sshall, before taking possession or within a maximum period of 7 (seven) days from the date of offer of delivery of possession of the said Unit (whether or not the Purchaser/shas/have taken possession of the said Unit or not), whichever is earlier, pay to the Promoters the following amounts:

19.2.1 A sum of Rs. 500/- towards acquiring of 5 (Five) shares of Rs. 100/- each or a sum of Rs.250/- towards acquiring 5 (Five) shares of Rs.50/- each, (as may be specified by the Society) of the said Society and entrance fee of Rs.100/- within a period of 7 (seven) days from the

1

date of notice being issued by the Promoters in that behalf and in any event before possession of the said Unit is handed over to the Purchaser;

19.2.2 A sum of Rs.__________________(Rupees _____________ ____) as a deposit for towards provisional maintenance charges for 18 (eighteen) months in advance.

19.3 Within 15 (fifteen) days of issuance of notice in writing is given by the Promoters to the Purchaser/sthat the said Unit, is ready for being occupied, the Purchaser/sshall be liable to bear and pay the proportionate share of the maintenance charges and other monthly outgoings in respect of the said Unit. After the completion of the initial 12 (twelve) months as aforesaid, the Purchaser/sshall be liable to bear and pay the maintenance charges in respect of the said Unit and the Purchaser/sfurther undertake/s to pay such provisional monthly contribution on or before the 5th day of each month in advance to the Promoters or to the Society (if the management of the Proposed Building has been handed over to the Society); and the Purchaser/sshall not be entitled to withhold the same for any reason whatsoever. It is further agreed that the Purchaser/swill be liable to pay the Agreed Rate of Interest to the Promoters for any delay in payment of such outgoings.

19.4 In addition to the proportionate property and municipal taxes, the maintenance charges payable by the Purchaser/swould include *inter alia* the following:

19.4.1 The expenses of maintenance, repairing, redecorating, etc., of the main structures and in particular the gutters and rain water pipes of the Proposed Building, water pipes and electric wires in under or upon the Proposed Building used by the premises/ premises holder/s in common with the other occupiers of premises and the main entrances, passages, landings, lift and staircase of the Proposed Building and other common areas and amenities as enjoyed by the premises holders in common as aforesaid and the boundary walls of the Proposed Building, compounds etc.

19.4.2 The cost of cleaning and lightning the passage, water pump, lifts, landings, staircases, common lights and other parts of the Proposed Building used by the premises holders in common as aforesaid.

19.4.3 The cost of the salaries of certain workers like clerks, accountant, liftmen, chowkidar, pump man, sweepers, drivers, house-keeping charges, etc., and the proportionate salary of certain part time workers like engineers, supervisors etc. their traveling expenses, welfare expenses like tea, coffee etc, the bonus to be given to them etc.

19.4.4 The cost of working and maintenance of common lights, water pump, lifts, common sanitary units and other services charges.

19.4.5 Premium for insurance of the Proposed Building (if and when taken).

19.4.6 The maintenance charges, cost, expenses and amounts required for maintenance and operation of various common equipment that may be installed in the Proposed Building including *interalia* street lights, sewer line, storm water drain, water lines, internal roads, garden, civil, Mechanical Parking system, other mechanical and electrical system/s installed for reuse of the waste water, civil, mechanical and electrical system for rain water harvesting, high speed lifts, submersible pumps installed in tank for municipal water and tank for storage of tanker/bore well water, pumps installed for firefighting, tank for municipal water, overhead tank and other water tanks by whatever name called, fire-fighting system, common electric system (which may be installed for the lights, pumps, equipment, lifts, security system etc.), common plumbing system, common security system and such other expenses as are necessary or incidental for the maintenance and upkeep of the Proposed Building.

19.5 The above maintenance charges are only provisional and any additional expenses shall be reimbursed by the Purchaser/sto the Promoters. The above provisional maintenance does not include property and municipal tax (which shall be payable in addition to the aforesaid amounts by the Purchaser/s).

19.6 The Purchaser/sis/are aware that after the possession of the said Unit is offered to the Purchaser/sand after he /she/they is/are admitted as member/s of the said Society, it may take at least 12 (twelve) to 18 (eighteen) months for the Promoters/Society to work out and inform each of the premises occupants in the Proposed Building about the exact breakup of the maintenance charges payable by him/her/them. Therefore, during such a period the Promoters/Society is likely draw up adhoc bills towards maintenance. The Purchaser/sagree/s that he/she/they shall not raise any objection for payment of such adhoc bills and would allow the said Society a time period of 12 (twelve) to 18 (eighteen) months, or more from the date of he/she/they is/are admitted as member/s of the Society, to enable the Promoters/Society to work out the exact details of the maintenance charges payable by him/her/them.

19.7 Over and above the Purchase Price and other amounts payable by the Purchaser/s, the Purchaser/shereby agree/s that in that event of any amount becoming payable by way of levy or premium, taxes, cess, fees, charges, etc., after the date of this Agreement to MCGM or any other concerned local authority or to the State Government or in the event of any other payment for a similar nature becoming payable in respect of the said Land and/or in respect of the various premises to be constructed thereon, the same shall be paid by the Promoters, however, the same would be reimbursed by the Purchaser/sto the Promoters in proportion of the area of the said Unit to the total area of all the new premises being developed on the said Land.

20 TAXES:

20.1 The Purchaser/sis/are aware that the amount of Purchase Price as set out in *Annexure 'L'* hereto, is exclusive of the all the taxes applicable to transactions for the sale of constructed premises as levied by the State and Central Government through their respective Finance Acts and other legislations and various clarifications/notifications and regulations have made Value Added Tax (VAT)Service Tax (ST) and Goods & Services Tax (GST) (hereinafter referred to as "**the said Taxes**"). It is hereby agreed between the Parties and it is clarified that at the time of execution of this Agreement for Sale, that there is a liability for payment of the said Taxes on this Agreement for the sale of the said Unit by the Promoters to the Purchaser/s. The Purchaser/sagree/s and undertake/s that the same is payable by the Purchaser/sand that the Promoters is not liable to bear and/or pay the same. Therefore, the Purchaser/shereby irrevocably agree/s and undertake/s to pay the amounts for the said Taxes to the Promoters or the concerned authorities within a period of 7 (seven) days from the date of the Promoters calling upon the Purchaser/sto do so, without any delay or demur.

20.2 It is hereby further agreed that in addition to the said Taxes, in the event of any amount becoming payable now or in the future by way of levy or premium, taxes, cess, fees, charges, sales tax, value-added tax, service tax, goods and services tax or any other tax by whatever name called, at the time of execution of this Agreement and/or any time thereafter to any authority or to the State Government or to the Central Government or in the event of any other payment of a similar nature, save and except the tax on income of Promoters, arising out of or in connection with transaction contemplated hereby, the Purchaser/sshall be solely liable to bear and pay the same and the Promoters shall not be liable for the same.

20.3 Non-reimbursement/Non-payment of the said Taxes and other amounts mentioned in this Clause 20 by the Purchaser/sshall be deemed to mean non-payment of the Purchase Price to the Promoters and the consequences as mentioned in Clause 4 hereof shall apply.

21 BREACHES:

The Purchaser/sagree/s and undertake/s to and shall observe perform and comply with all the terms and conditions and covenants to be observed performed and complied with by the Purchaser/sas set out in this Agreement (save and except the obligation of the Purchaser/sto pay the balance Purchase Price and other sums as aforesaid, for which the consequences as mentioned in Clause 4 above would apply) if the Purchaser/sneglect/s, omit/s, or fail/s to observe and/or perform the said terms and conditions and covenants for any reason whatsoever then in such an event, the Promoters shall be entitled after giving 1 (one) months' notice to remedy or rectify the default and in the event of the Purchaser/sfailing to remedy or rectify the same within the said notice period, this Agreement shall be voidable at the option of the Promoters and in the event of the Promoters so treating this Agreement void, the consequences of termination as set out in Clause 4 hereof shall apply.

22 ELEVATION OF THE PROPOSED BUILDING:

The Purchaser/sshall not alter, amend, modify etc., the elevation of the said Unit or the Proposed Building whether the side, front or rear nor shall the Purchaser/salter, amend, modify the entrance lobby, staircase, lift, passage/s, terrace etc. of the Proposed Building and shall keep the above in the same form as the Promoters constructs the same and shall not at any time alter the said elevation in any manner whatsoever without the prior consent or alter the attachments to the elevation of the Proposed Building, including fixing or changing or altering grills, windows, air conditioners, chajjas etc., The Purchaser/sfurther irrevocably agree/s to fix their air-conditioners, whether window or split only after the written permission of the Promoters and at such places as may be earmarked by the Promoters for the same. The Promoters's decision in this regard would be final and binding on the Purchaser/s.

23 COVENANTS OF THE PURCHASER:

The Purchaser/swith an intention to bring all persons into whose hands the said Unit may come, doth/do hereby represent/s and assure/s to and undertake/s and covenant/s with the Promoters as follows:

23.1 To maintain the said Unit at the Purchaser's/Purchasers' own cost in good and tenantable repair and condition from the date the possession of the said Unit is offered to the Purchaser/sand to not do anything or suffer anything to be done in or to the Proposed Building and to the balconies, elevation-projections, staircase or any passage, which may be against the rules, regulations or bye-laws of the concerned local or any other authority nor to the said Unit itself or any part thereof;

23.2 Not to enclose the open balcony, flower bed, ducts or any other open area pertaining to the said Unit, whereby any FSI whatsoever is deemed to be consumed and without prejudice thereto not to do any act, deed, matter or thing, whereby any rights of the Promoters/the said Society are in any manner whatsoever prejudiced/ adversely affected;

23.3 Not to carry out in or around the said Unit any alteration/changes of structural nature without the prior written approval of the Promoters and the Structural Engineers and the RCC Consultants of the Proposed

Building;

23.4 To ensure that no nuisance/annoyance/ inconvenience is caused to the other occupants of the Proposed Building by any act of the Purchaser/s;

23.5 Not to store in the said Unit any goods which are of hazardous, combustible or dangerous nature, save and except domestic gas for cooking purposes, or goods which are so heavy so as to damage the construction or structure of the Proposed Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried any heavy packages, showcases, cupboards on the upper floors which may damage or is likely to damage the staircase, common passage or any other structure of the Proposed Building. On account of negligence or default of the Purchaser/sin this behalf, the Purchaser/sshall be personally liable for the consequence of the breach and shall be liable to bear and pay the damages as may be determined by the Promoters and the same shall be final and binding upon the Purchaser/sand the Purchaser/sshall not be entitled to question the same;

23.6 To carry out at his/her/their own cost all the internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s(usual wear and tear excepted);

23.7 Not to demolish the said Unit or any part thereof including *interalia* the walls, windows, doors, etc., thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the Proposed Building and shall keep the portion, sewers, drains, pipes, in the said Unit and appurtenance/s thereto in good, tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the Proposed Building and shall not chisel or any other manner damage the columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said Unit without the prior written permission of the Promoters and/or the said Society;

23.8 Not to do or permit to be done any act, deed, matter or thing, which may render void or void able any insurance of the Proposed Building or any part thereof or whereby any increase premium shall become payable in respect of the insurance;

23.9 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or on the terrace or on the other premises or any portion of the said Land;

23.10 To bear and pay any increase in local taxes, water charges, insurances and such other levy/ if any which are imposed by the concerned local/public authority either on account of change of user or otherwise in respect of the said Unit by the Purchaser/s;

23.11 The Purchaser/sshall not be entitled to transfer, assign or part with the interest or any benefit of this Agreement, without the prior written permission of the Promoters, until all the dues payable by the Purchaser/sto the Promoters hereunder and/or otherwise are fully paid up;

23.12 The Purchaser/sshall abide by, observe and perform all the rules, regulations and bye-laws of the said Society as also the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Proposed Building and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the Government and other public bodies and not commit breach thereof and in the event of the Purchaser/scommitting breach thereof and/or any act in contravention of the above provision, the Purchaser/sshall be personally responsible and liable for the consequences thereof to the said Society and/or the concerned authority and/or other public authority;

23.13 The Purchaser/sshall also observe, perform and comply with all the stipulations, terms and conditions laid down by the said Society regarding the occupation and use of the said Unit and shall bear and pay and contribute regularly and punctually towards the taxes, expenses or other outgoings as may be required to be paid from time to time;

24 The Purchaser/sshall permit the Promotersand its representativestime and again whenever required, to enter into and upon the said Land/Proposed Building /said Unit and/or any part thereof.The Purchaser/sundertake/s not to enclose any passage/s, lobby or other common areas in the Proposed Building in any manner whatsoever;

24.1 The Promoters shall provide to the Purchaser/sthe water connection in respect to said Unit. The Promoters shall not be held liable or responsible in any respects whatsoever if the concerned authorities are unable to provide the water supply to the said Unit;

24.2 The Purchaser/sis/are also aware that the Promoters has paid to MCGM the various premiums towards the staircase, lift lobby, passages, premium FSI, Fungible FSI etc. and shall not raise any objection with regard thereto;

24.3 The Purchaser/sis/are aware of various concessions, approvals granted to the Promoters at the time of construction of the Proposed Building including the condoning of open space deficiencies and the Purchaser/sundertake/s not to raise any objection in respect of the open space deficiency and shall also not raise any objection in respect to the construction and/or development activities carried on in the adjoining plots; and

24.4 The Purchaser/shas/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Promoters and that some of such conditions and/or obligations shall require compliance in continuity even after the development and construction of the Proposed Building is completed and after the management of the Proposed Building is handed over to the Society and the Purchaser/shas/have agreed to abide by and comply with such continuing conditions and obligations.

25 INDEMNITY:

The Purchaser/sis/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the Promoters has agreed to and is executing this Agreement and Purchaser/shereby agree/s to indemnify and keep indemnified the Promoters absolutely and forever from and against all and any damage or loss that may be caused to the Promoters including *interalia* against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Promoters, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Purchaser/sbeing untrue and/or as a result of the Promoters entering in to this Agreement and/or any other present/future writings with the Purchaser/sand/or arising there from.

26 STAMP DUTY AND REGISTRATION:

At the time of execution of this Agreement the Purchaser/sshall pay the applicable amount of stamp duty and registration charges etc. and other out of pocket expenses, payable in respect of this Agreement and the Purchaser/sshall simultaneously lodge this Agreement for registration with the concerned Sub-Registrar of Assurances Promotersalong with the Promoters and/or its authorized representative/s will visit the office of the Sub-

Registrar of Assurances and admit execution of this Agreement within the time prescribed for registration of documents under the Registration Act, 1908.

27 TRANSFER OF THE SAID UNIT:

If the Purchaser/s, before being put in possession of the said Unit, desire/s to sell or transfer his/her/their interest in the said Unit or wishes to transfer or give the benefit of this Agreement to person, the same shall be done only after the Purchaser/sobtain/s the prior written permission of the Promoters in that behalf. In the event of the Promoters granting such consent, the Purchaser/sshall be liable to and shall pay to the Promoters such sums as the Promoters may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same **PROVIDED** that such transferee/s/assignee/s of the Purchaser/sshall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Purchaser/sto be observed, performed and complied with. All the provisions of this Agreement shall *ipso facto* and automatically apply mutatis mutandis to such transferee/s/assignee/s also.

28 MISCELLANEOUS:

28.1 **Co-operation:** The Purchaser/sshall, from time to time, sign and execute all applications, papers and documents, and do all the acts, deeds, matters and things as the Promoters may require, for safe guarding the interest of the Promoters to the Proposed Building and/or the premises therein.

28.2 **Notices:** All letters, circulars, receipts and/or notices to be served on the Purchaser/sas contemplated by this Agreement shall be deemed to have been duly served, if posted or dispatched to the Purchaser/sby Registered Post Acknowledgement Due (“**RPAD**”) or mailed at the electronic mail (e-mail) address as provided by the Purchaser/sto the Promoters or hand delivered at the address hereunder stated and shall effectually and completely discharge the Promoters:

____

28.3 **Income Tax PAN:** The Parties are setting out here under their respective Income Tax Permanent Account Numbers:

28.3.1 Promoters : **AAIFT9522A**

28.3.2 Purchaser/s : ____________________________________

28.4 **TDS:** all amounts towards the Purchase Price as payable by the Purchaser/sto the Promoters in accordance with *Annexure 'L'* hereto, shall be made by the Purchaser/s, subject to deduction of tax at source as per the provisions of Section 194IA of the Income Tax Act, 1961; and the Purchaser/sshall within the time prescribed by the provisions of the Income Tax Act, 1961 and the Rules framed there under, furnish to the Promoters the requisite certificates of deduction of tax at source. It is clarified that non-payment of the amount of the deduction of tax at source to the concerned authorities or non-furnishing by the Purchaser/sof the requisite certificate of deduction of tax at source to the Promoters shall be deemed to be a breach equivalent to non-payment of Purchase Price amount and shall accordingly attract the consequences as mentioned in Clause [4] hereof.

28.5 **Obligations**: all obligations of the Purchaser/sand covenants made by the Purchaser/sherein shall be deemed to be obligations and/or covenants, as the case may be, running with immoveable property and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Unit may come.

28.6 **Lien and Charge of the Promoters:** Notwithstanding anything contained herein, the Promoters shall, in respect of any amount remaining unpaid by Purchaser/sunder the terms and conditions of this

Agreement, have a first lien and charge on the said Unit agreed to be purchased by the Purchaser/shereunder.

28.7 **Disputes and Dispute Resolution**:

28.7.1 To the extent that the Maharashtra Real Estate Regulatory Authority may have exclusive jurisdiction under the applicable provisions of RERA and under the RERA Rules, all disputes between the Parties shall be brought before and be adjudicated by the Maharashtra Real Estate Regulatory Authority.

28.7.2 Subject to what is provided insub-clause [27.7.1], any dispute, controversy, claim or disagreement of any kind whatsoever between or among the Parties in connection with or arising out of this Agreement or the breach, termination or invalidity thereof shall be referred to and finally resolved by arbitration. The invoking of arbitration in case of a Dispute shall not affect the termination of this Agreement (if terminated in accordance with the provisions hereof). The seat of the arbitration shall be Mumbai, India and the arbitration proceedings shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory re-enactment thereof in force in India at the time such arbitration is commenced. The arbitration proceedings shall be conducted by a sole arbitrator to be mutually appointed by the Parties and failing such mutual agreement on the appointment, the sole arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of the arbitration proceedings shall be English. The award rendered by the Tribunal shall be in writing and shall set out the reasons for the arbitral tribunal’s decision. The award shall allocate or apportion the costs of the arbitration, as the Tribunal deems fair. The Parties agree that the arbitration award shall be final and binding on the Parties.

28.8 **Jurisdiction**: Subject to what is provided in

Clause [27.7] above, the Courts in Mumbai shall have exclusive jurisdiction to try and entertain all disputes between the Parties hereto arising out of this Agreement or otherwise pertaining to the said Premises/said Units.

28.9 **No Demise or Grant or Assignment:** The Purchaser/sshall have no right, title, interest, share, claim demand of any nature whatsoever and howsoever arising in to upon the said Land and/or the Proposed Building and/or otherwise howsoever against the Promoters, save and except in respect of the said Unit. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Land and/or the Proposed Building and/or any part thereof.

28.10 **No Waiver:** Any delay or indulgence shown by the Promoters in enforcing the terms of agreement or any forbearance or giving of time to the Purchaser/sshall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/snor shall the same in any manner prejudice any rights of the Promoters hereunder or in law.

28.11 **Name of the Proposed Building:** Unless otherwise decided by the Promoters the name of the Proposed Building shall be **ORION**, and the Wings in the Proposed Building shall be known as per the details set out in Recital [G] hereof or by such other name/s as the Promoter may decide.. The Purchaser/sshall not either in his/her/their personal capacity/ies or in his/her/their capacity/ies as the member/s of the said Society seek to alter or modify the name of the Proposed Building, without the prior written consent of the Promoters.

28.12 **Enforceability:** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement should be prohibited or rendered invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any unenforceable provision or provision which is ineffective or invalid under the applicable law shall be replaced and substituted by the Parties acting in good faith, by a provision which most nearly reflects the Parties' intent in entering into such unenforceable provision or provision which is ineffective or invalid under the applicable law.

28.13 **Entire Agreement:** The Parties hereto acknowledge, declare and confirm that this Agreement represents the entire and only agreement between themselves regarding the subject matter hereof and no modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties.

THE FIRST SCHEDULE

All that piece and parcel land bearing new CTS No. 135/A of Village Gundavali, Taluka Andheri, in the Registration Sub-District of Mumbai Suburban admeasuring about 3,707.20 square meters (as per Property Register Cards) lying being and situate at Old Nagardas Road, Andheri – East, Mumbai – 400 069 and shown as marked in red colour boundary lines on the plan annexed hereto and marked as *Annexure 'A'* and bounded as follows:

On or towards EAST by : CTS 135D, 138
On or towards WEST by : CTS 133, 134
On or towards NORTH by: CTS 130A, 135B
On or towards SOUTH by: CTS 139, 140,141

THE SECOND SCHEDULE

[Flat] No. [________], on the [_____] floor in Wing [____], admeasuring approximately [_______] square meters carpet area (as per the definition of the term "***carpet area***" under Section 2 (k) of RERA) in the Proposed Building to be constructed on the said Land more particularly described in the ***First Schedule*** hereinabove written.

It is clarified that the carpet area, as reflected hereinabove is computed in accordance with the definition of the term "***carpet area***" as defined under Section 2 (k) of RERA and as per the provisions of the RERA Rules (viz. the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the apartment).

[However, the carpet area of the said Unit in the presently approved plans (as approved by the MCGM in accordance with the provisions of the applicable DCR) is reflected as [____] square meters equivalent to [___] square feet.][2] (RETAIN)

THE THIRD SCHEDULE

COMMON AREAS AND FACILITIES

PART A - LIMITED COMMON AREAS

i. [All the Purchaser/sof Units on each floor will have a proportionate un-divided interest with their fellow neighbors on the same floor in respect of the flat entrance lobby and lift lobby at every floor adjacent to the respective flats;

ii. any terrace/s or pocket terrace/s that may be abutting or adjoining any flats/premsies;

iii. Parking Spaces in accordance with the provisions of Clause [17] of this Agreement.

PART B - COMMON AREAS

The Purchaser/swill have a proportionate un-divided interest in the following along with acquirers/holders of the premises in the Proposed Building:

i. Entrance lobby on the Ground Floor;

ii. Society office room;

2 ***This portion is to be added only if the carpet area as per the DCR/Approved Plan, is different from the Carpet Area as defined under RERA.*** . *(RETAIN)*

iii. Compound areas (other than areas earmarked as car parking spaces);

iv. Gymnasium (if and as permitted by the MCGM);

v. Lifts provided in the Proposed Building;

vi. Staircase of the Proposed Building including the floor landing and the mid-landing, for the purpose of ingress and egress;

vii. Terrace on the topmost floor of the Proposed Building.][3]

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribe their respective hands on the day and year the first above written.

SIGNED AND DELIVERED by)

the within named **M/s. Sheth&Sonal**)

Promotersrthrough the hands of its)

partner:)

Mr. Kalpesh Vora)

who has been authorized to execute this Agreement)

in the presence of two independent witnesses)

1.)

)

2.)

)

SIGNED AND DELIVERED)

By the within named "**Purchaser/s"**)

______________________________________)

______________________________________)

in the presence of two independent witnesses)

)

3 ***Clients to confirm this*** *OK*

1.)

)

2.)

)

RECEIPT

RECEIVED of and from the withinnamedPurchaser/s[____________________________], a sum of [________________] (Rupees [___________________________________] Only)being the amount paid by the Purchaser/sto us, as and by way of earnest money/part Purchase Price vide cheque/pay order dated ___________, bearing number __________ drawn on/issued by __________ Bank, _________ branch .

We Say Received Rs. __________/-
For M/s. Sheth&Sonal Developers:

(__________________)
Authorised Signatory

Witnesses:

1.

2.

ANNEXURES

A	**Plan of plot of CTS no 135/A**
B	**Kabra termination notice dt 8.12.2013**
C	**HC order dt 3.4.2013**
D	**HC order dt 23.6.2015**
E	**SC order dt 16.7.2015**
F	**Society plot possession letter dt _30.11.2015____________**
G	**IOD 14.12.2016**
H	**CC dt 30.1.2017**
I	**Title dt 25.2.16**
J	**RERA regn certificate dt 18.8.2017**
K	**Plan of Unit**
L	**Purchase price & Payment terms**
M	**Floor Plans**
N	**Flat amenities**
O	**Betterment charges**

ANNEXURE 'L'

DETAILS OF PURCHASE PRICE AND INSTALLMENTS OF THE PURCHASE PRICE

The total Purchase Price payable by the Purchaser/s to the Promoter in respect of the said Unit shall be **Rs. [__________]/- (Rupees** [_____________________] **Only).** The said Purchase Price of **Rs. [__________]/-(Rupees** [_____________________] **Only)** shall be paid by the Purchaser/s to the Promoter in the following manner:

Payments to be made in the following manner	**Percentage of Amount to be paid**
Booking amount paid by the Purchaser/s to the Promoter prior to or simultaneously against the execution hereof (the payment and receipt whereof the Promoter doth hereby admit and acknowledge).	**5%**
On Commencement of Plinth	**10%**
On casting of the 1st Slab of Wing of the Proposed Building in which the said Flat is situate.	**2.5%**
On casting of the 2nd Slab of Wing of the Proposed Building in which the said Flat is situate.	**2.5%**
On casting of the 3rd Slab of Wing of the Proposed Building in which the said Flat is situate.	**2.5%**
On casting of the 4th Slab of Wing of the Proposed Building in which the said Flat is situate.	**2.5%**
On casting of the 5th Slab of Wing of the Proposed Building in which the said Flat is situate.	**2.5%**
On casting of the 6th Slab of Wing of the Proposed Building in which the said Flat is situate.	**2.5%**
On casting of the 7th Slab of Wing of the Proposed Building in which the said Flat is situate.	**2.5%**
On casting of the 8th Slab of Wing of the Proposed Building in which the said Flat is situate.	**2.5%**
On casting of the 9th Slab of Wing of the Proposed Building in which the said Flat is situate.	**2.5%**
On casting of the 10th Slab of Wing of the	**2.5%**

Proposed Building in which the said Flat is situate.	
On casting of the 11th Slab of Wing of the Proposed Building in which the said Flat is situate.	**2.5%**
On casting of the 12th Slab of Wing of the Proposed Building in which the said Flat is situate.	**2.5%**
On casting of the 13th Slab of Wing of the Proposed Building in which the said Flat is situate.	**2.5%**
On casting of the 14th Slab of Wing of the Proposed Building in which the said Flat is situate.	**2.5%**
On completion of the brickwork of the said Flat	**8%**
On completion of the external plaster work in respect of the Wing of the Proposed Building in which the said Flat is situate.	**7%**
On completion of the internal plaster work in respect of the said Flat.	**8%**
On completion of the flooring work in respect of the said Flat.	**7%**
On completion of the plumbing work in respect of the said Flat.	**5%**
On completion of the electrification work in respect of the said Flat.	**5%**
On installation of lifts and water pumps in of the Wing of the Proposed Building in which the said Flat is situate.	**5%**
On Possession of the said Flat being offered to the Purchaser/s	**5%**
TOTAL	**100%**

Annexure "O"

A. The Purchaser/sshall on or before delivery of possession of the said premises keepdeposited with the Promoter, the following amounts :-

(i) Rs.____________/-(Rupees in words only) for share money, application entrance fee of theSociety or LimitedCompany/Federation/ Apex body.

(ii) Rs.____________/-(Rupees in words only)for formation and registration of the Society or Limited Company/Federation/Apex body.

(iii) Rs.____________/-(Rupees in words only) for proportionate share of taxes and othercharges/levies in respect of the Society or Limited Company/Federation/Apex body.

(iv) Rs.____________/-(Rupees in words only)for deposit towards provisional monthly contributiontowards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs.____________/-(Rupees in words only)for Deposit towards Water, Electric, and other utilityand services connection charges &

(vi) Rs.____________/-(Rupees in words only) for deposits of electrical receiving and Sub Station providedin Layout.

B. The Purchaser/s shall pay to the Promoter a sum ofRs.____________/-(Rupees in words only)for meeting all legalcosts, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, orLimited Company, or Apex Body or Federation and for preparing its rules, regulationsand bye-laws and the cost of preparing and engrossing the conveyance or assignment oflease.