ALLOTMENT LETTER

Date :

To

____

____

____

Re: Premises bearing no ___ admeasuring about ____ sq ft (carpet area) _____on the ____ floor of "____" wing of the building to be known as **"Srishti Harmony III"** under construction on the plot of land situate at C.T.S.No. 191A/A i.e. old C.T.S.No. 191A, 191A (1to7), 191B of village Tungwa at Saki Vihar Road, Kurla, Mumbai in the revenue village of Tungwa (`**Premises'**).

…………..

Dear Sir / Madam,

1) Upon your depositing with us a sum of Rs ________/- (Rupees _______ only) by your cheque bearing no _______ dated ___________ 20__ drawn on ______________ Bank _______ Branch, we hereby allot to you the above Premises on ownership basis for the lumpsum consideration of Rs ________/- (Rupees ____________________ only).

2) The consideration shall be payable by the installments which will commensurate with the progress of construction as shall be setout in the common form of Agreement for Sale of the premises in the above Building.

3) In case you opt to pay the consideration through loan and subsequently the loan is not granted or delayed for any reason whatsoever, the consideration shall be paid by you as per schedule of the Agreement for Sale. However, non-release of bank loan on delay in disbursement of loan to you shall not be a ground for delay in making payment as per the payment schedule. The payment schedule shall not be altered in such a contingency. In case of any delay in payment as aforesaid you shall be liable to pay to us the interest at the rate of __% p.a. on such delayed/unpaid amount from the due date of such payment till date of such payment is made together with interest as stated hereinabove.

4) Over and above the consideration contained herein you will be liable to bear and pay the share subscription, legal charges for the agreement, development charges, deposits and expenses as well as 24 (Twenty Four) months advance maintenance / outgoing charges as provided in the Agreement which shall not exceed Rs _________/-. The same will be paid by you before taking possession of the Premises. After six (6) months of possession of the Premises being offered/ handedover to you, you will periodically and promptly bear and pay the proportionate municipal taxes and/or the increases levied by the concerned local authority cesses dues duties maintenance charges and other outgoings in respect thereof.

5) In case of any default being committed by you in making payment of any amount or otherwise without prejudice to your other obligations and liabilities that may arise in that event you shall be liable to pay and do hereby irrevocably agree and undertake to pay to us, the amount payable alongwith the interest calculated thereon from the due date of such amount till the date of its payment. The rate of interest shall be calculated as per the provisions of Rules 18/ Chapter IV of the Rules We will have a first lien and charge on the above Premises agreed to be purchased by you in respect of any amount remaining unpaid by the you in respect of the above Premises.

6) Over and above the consideration herein contained you will be liable to bear and pay the share subscription, legal charges for the agreement, legal charges for formation of the organization, development charges special amenities charges, deposits and expenses. The same will be paid by you as and when called upon by us. Upon possession of the above Premises being offered/ handedover to you, you will periodically and promptly bear and pay the proportionate municipal taxes cesses dues duties maintenance charges and other outgoings in respect thereof.

7) The Agreement for Sale in common form when executed shall be subject to the provisions of the Real Estate (Regulation & Development) Act 2016 (`**Act'**) and the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agreements, Rates of Interest and Disclosure on Web site) Rules 2017 (`**Rules'**) made thereunder. We shall execute the same in your favour upon you affixing the proper stamp duty on such Agreement. You will get the same registered with the Competent Sub-Registrar. All the costs charges and expenses in that behalf shall be borne and paid by you.

8) You declare and confirm that in case of joint allotment, failure to pay by either of purchasers shall be deemed as failure to pay by both and you shall be treated as one single person for the purpose of this Allotment and both shall be liable for the consequence jointly as well as severally.

9) You have sought detailed explanations and clarifications from us and we have readily provided the same. You have perused/caused to be studied all the title deeds documents and other papers in respect of the above Premises and otherwise satisfied yourself as regards our title to the above Plot. You shall not raise any further requisitions in that behalf.

10) You acknowledge that we have readily provided all documents, information and clarifications as required by you in relation to the Premises. You informed us that you have sought professional advise and satisfied yourself as regards our title to the Plot and the plans and sanctions to construct the Building. You have read and understood all limitations and obligations in respect thereof and have accepted the same. You have not relied upon or been influenced by any marketing or sale plans, sale brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever whether written or estimation of the facilities and amenities to be made available or any other data except as represented herein and that you have relied solely on your own judgment in deciding to purchase the Premises.

11) You hereby consent to the amendments to the building plans that may be made in the future to utilize additional or further FSI and/or TDR on the above Plot However your prior consent in writing shall be obtained in respect of variations or modifications which may adversely affect the above Premises except any alterations or additions required by any Government authorities or due to change in law.

12) You agree that it will be your sole responsibility to update your contact information with us in writing, failing which all demands, notices, etc. by us shall be mailed to the address given herein and deemed to have been received by you. In case of joint purchasers communication sent to the first named purchaser herein shall be deemed to have been sent to all the purchasers. If no communication is received from you within thirty (30) days from the date hereof or from the date of last communication, it will be your sole responsibility to revert to us, clarifying latest status and updates and requests for demand letters. All communications will be issued to you through Registered Post or Courier or e - mail, as applicable and such communication will be treated by you as an official communication. Any such returned communication due to any reasons, will be deemed as received by you and you agree to abide by the contents of the communication.

13) You expressly agree that your name as mentioned herein will be mentioned in the Agreement for Sale and the same shall be registered in your favour only. Such Agreement for Sale to be entered/executed/registered between us shall not be assignable. No transfer shall take place provided you make the full payment of the consideration of the Premises as also the payments of proportionate share towards development charges, betterment charges, municipal property taxes, non-agricultural assessment charges/ taxes / rate etc. and outgoings together with compensation, interest, the said taxes, as and when payable as provided herein and under the Agreement for Sale, that may be levied or become payable and as determined by us in respect of the Building and/or the Premises, as the case may be, as and when it becomes due and payable, and comply with all obligations as stated herein and under the Agreement for Sale in pursuance hereof, as and when due and demanded.

14) Notwithstanding what is stated herein, in the event if you intend to sell/ transfer the Premises and/or your rights under this Allotment letter then we shall have first right of refusal over the same.

15) You have fully read and understood the terms and conditions as stated herein and agree to abide by the same. You further agree and understand that the terms and conditions given above are indicative in nature with a view to acquaint you with the terms and conditions as shall be comprehensively set out in the Agreement for Sale which shall supersede the terms and conditions set out herein.

16) You hereby expressly agree that this writing is merely a letter of allotment and is not and does not purport to be an Agreement for Sale and the rights and obligations shall become effective only on execution of the Agreement for Sale, though obligations to pay the consideration amount shall commence from the

date hereof, irrespective of whether the Agreement for Sale has been executed or not.

17) The rights and obligations of the parties arising hereunder shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Mumbai alone will have the jurisdiction.

18) You shall bear and pay the stamp duty registration charges Service Taxes VAT GST as may be applicable and all such and any other statutory taxes dues duties or payments which may be levied by Central Government State Government or local authorities payable directly or indirectly or remotely at present or in future on the Agreement for Sale in respect of the Premises.

Yours faithfully

Please confirm**.**

For Nathan Properties Pvt. Ltd.

Designated Director

I/We accept and confirm

(__________________)

AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai, this ______ day of ____________ Two Thousand and _________.

BETWEEN

NATHAN PROPERTIES PVT. LTD., a company, incorporated under the provisions of the Companies Act, 1956, having its registered office at First Floor,Srishti House N.S.B Road,Opp.Vikas Centre,Mulund-West,Mumbai-400080 hereinafter referred to as "**NPPL**"(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in title and assigns) of the **ONE PART**;

AND

Mr./Ms./M/s.____

____

________________ adult, Indian Inhabitants / a Partnership Firm / a Company registered under the Companies Act, 1956 or Companies Act, 2013 / LLP, resident of / carrying on the business at/having its registered office at

____

____

______________________________,hereinafter referred to as the "**PURCHASER**," (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her heirs, executors, administrators/successors in the title and permitted assign) of the **OTHER PART**;

WHEREAS:

A. By and under (1) a Development Agreement dated 11 May 2011 ("**said Development Agreement**") registered with the office of Sub-Registrar of Assurances, Kurla at Serial No. BDR-13/4829/2011 read with (2) Deed of Rectification-cum-Modification dated 23 December 2011 ("**said Deed of Rectification**") registered with the office of Sub-Registrar of Assurances, Kurla at Serial No. BDR-3/2916/2012, made and entered into between Amartara Plastics Pvt. Ltd. (therein and hereinafter referred to as the "**First Owner**/**APPL**") of the First Part), Amartara Pvt. Ltd. (therein and hereinafter referred to as the "**SecondOwner**/**APL**" of the Second Part), Indian Cork Mills Pvt. Ltd. (therein and hereinafter referred to as the "**Third Owner**/**ICM**" of the Third Part){the First Owner, the Second Owner and the Third Owner are hereinafter collectively referred to as "**theOwners**"}, M/s. Sunstar Properties (therein referred to as the Confirming Party)of the Fourth Part and NPPL, therein referred to as the Developer of the Fifth Part , NPPL acquired rights to develop land admeasuring in the aggregate 5902 sq. mtrs.or thereabouts of which**(a)**the First Owner/ APPL has granted development rights in respect of land admeasuring about 2325.55 squaremeters together with building bearing Building No.4A standing thereon (therein and hereinreferred to as "**APPL's Property**") being more particularly described in the First Schedule thereunder written **(b)** the Second Owner/APL has granted development rights in respect of all those pieces and parcels of land consisting of (i) land admeasuring 626.57 square meters being identified, marked and used as the internal Road No. VI, (ii) an area admeasuring 532.62 square meters being part of internal Road No. V and (iii) an area admeasuring 638.625 square meters aggregating to 1,797.82 square meters being identified, marked and used as the portion of land above internal Road No. VI(therein and hereinaftercollectively referred to as "**APL's Road Property**"), being more particularly described in the First Schedulethereunder writtenand (c) the Third Owner/ICM has granted development rights in respect of part of land admeasuring about 1778.63 square meters (therein and hereinafter referred to as "**the ICM's Developable Property**") being more particularly described in the First Schedulethereunder written, all of which is collectively referred to as "**saidProperty under development**" which formed part of larger lands bearing Old Survey No. 25(part), 26(part), New Survey No. 8 and bearing corresponding Old CTS No. 191, New CTS No. 191A, 191A/1 to 5 situate, lying and being at Saki Vihar Road, Mumbai 400 072 village Tungwa, Taluka Kurla, in the Registration District and Sub-District of Mumbai City and Mumbai Suburbanon the terms and conditions more particularly contained therein.Pursuant to certain applications made for sub-division and amalgamation of the larger lands comprised in CTS Nos. 191A, 191A/1 to 5, the said Property under development has been allotted CTS No. 191A/A and admeasures 5600.4 sq. mtrs., comprising of (1) APPL's Property admeasuring 2325.55 sq. mtrs. (2) APL's land admeasuring 1496.22 sq. mtrs., (thus the reference to APL Road Property shall be deemed to mean land admeasuring 1496.22 sq. mtrs. only) and (3) ICM's developable Property admeasuring 1778.63 sq. mtrs.,APPL's Property, APL's Road Property and ICM's Developable Property admeasuring in the aggregate 5600.4 square meters which is hereinafter collectively referred to as the "**said Property**" and is more particularly described in *Firstly, Secondly* and *Thirdly* in the **FIRST SCHEDULE** hereunder written.

B. In lieu of the aforesaid grant of development rights, NPPL has paid full consideration to the Second Owner / APL in terms of the said Development Agreement read with the Deed of Rectification.

C. NPPL is desirous of developing the said Property in a phase wise manner of which the first phase of development shall comprise of construction of 'A' and 'B' Wings along with certain amenitiesand facilities on a portion of the said Property admeasuring 1396 sq. mtrs., and balance development comprising of construction of 'C' Wing along with the other amenities and facilities shall be in such phase(s) as deemed fit by NPPL on the remaining part of the said Property by utilising all the inherent FSI/ Incentive FSI/Fungible FSI, TDR, etc. available presently and such as shall be granted from time to time including on account of change in applicable laws, other benefits, concessions etc. and as per the plans approved or to be approved by the concerned authority with such amendments and alterations as may be permitted from time to time which is hereinafter as a whole referred to as the "**said Entire Srishti Harmony III Project**".

D. Pursuant to an application made in that regard by NPPL, the competent authority by its file bearing no. CE/456/BPES/LOL approved the layout.with certain terms and conditions registered with the Sub Registrar of Assurances, Kurla under serial no. KRL-2/7943 of 2014,in respect of the said Property inter alia for construction of 1 (one) building thereon to be known as "**Srishti Harmony III**" comprising of 3 (three) wings known as **"A - Wing", "B - Wing"** and **"C - Wing"** along with certain common areas, amenities and facilities.

E. The specifications, elevations and section plans for development of the said Property by construction of the Srishti Harmony III building thereon have been sanctioned by the Municipal Corporation of Greater Mumbai ("**MCGM**") and MCGM accordingly, has issued its Intimation of Disapproval (IOD) bearing No. CE/4436/BPES/AL dated 6 November 2015 in respect thereof. The said IOD has been sanctioned with deficiency in open spaces and segregating distance. Subsequently, MCGM has also issued the Commencement Certificate bearing No. CE/4436/BPES/AL dated 7 December 2015 in respect of the aforesaid building. Hereto annexed and marked**Annexure "C"** and **Annexure "D"** respectively are copies of the I.O.D. and Commencement Certificate.

F. Under the said Development Agreement read with the said Deed of Rectification, consideration was payable by NPPL to APPL and ICM inter alia in the form of new constructed area aggregating to 1/3rd (One third) of the total constructed area in the said Entire SrishtiHarmony III Project, together with proportionate car parking spaces, common area,amenities and facilities therein. As per the mutual agreement between APPL and ICM, the same was to be distributed in proportion to the lands owned by them and of which development rights have been granted to NPPL.

G. Upon the buildings plans for the said Property being sanctioned, the Parties have mutually identified and distributed inter se the constructed areasproposed to be constructed,and the same has been recorded in anAgreement dated 27thMarch 2017made and entered into between APPL, ICMand NPPL.

H. As per the plans sanctioned, it is mutually agreed that APPL is entitled to 43flats admeasuring in the aggregate 25149sq. ft. (carpet area) together with 54 car parking spaces, the details whereof are more particularly recorded in Annexure A annexed to the said Agreement dated 27 March 2017 (hereinafter collectively referred to as "**APPL's Flats**") and ICM is entitled to 33flats admeasuring in the aggregate 19151sq. ft. (carpet area)together with 42 car parking spaces, the details whereof are more particularly recorded in

Annexure B annexed to the said Agreement dated 27 March 2017 (hereinafter collectively referred to as "**ICM's Flats**"). APPL's Flats and ICM's Flats are located in B Wing of the said Entire Srishti Harmony III Project. Accordingly, NPPL is entitled to the balance 151flats admeasuring in the aggregate 88710 sq. ft. (carpet area) together with 191 car parking spaces the details whereof are more particularly recorded in Annexure C annexed to the said Agreement dated 27 March 2017("**NPPL's Flats**")and are located in AWing, B Wing and C Wing of the said Entire Srishti Harmony III Project.As per the said Development Agreement read with the Deed of Rectification and the Agreement dated 27 March 2017, APPL, ICM and NPPL are each free to deal with and dispose off in any manner it deems fit, their respective flats along with therespective car parking spaces in the said Entire SrishtiHarmony III Project and appropriate the sale proceeds in respect thereof to their own benefit.

I. In the premises aforesaid,NPPL has the sole and exclusive right to sell and allotNPPL's Flatsin **"A Wing", "B Wing" and "C Wing"** ofthe building and allot car parking spaces to be constructed by NPPL on the saidProperty andto enter into Agreements with the purchasers hereof and receive thesaleprice in respect thereof.

J. NPPL presently as its first phase, intends to develop part of the said Property by constructing part of the said Entire SrishtiHarmony III Project being 2 (two) wings i.e. **"A - Wing"** having 2 Basements, Stilt at ground, 2 podiums and20 upper floorsand **"B - Wing"** having 2 Basements, Stilt at ground, 2 podiums and 20 upper floors along with certain common areas and amenities and facilitiesmore particularly set out in the **<u>THIRD SCHEDULE</u>**hereunder written on part of the said Property admeasuring 1396 sq. mtrs. and delineated in red colour boundary line on the plan hereto annexed and marked as **Annexure "E"** by utilizing the Inherent FSI / all Incentive and Fungible FSI/ TDR to the extent of 9571.08sq. mtrs. or thereabouts (Built up area) from and out of the total the FSI/FAR/IncentiveFSI/Fungible FSI, TDR, etc., that is available presently and that which shall be sanctioned in future from time to time in respect of the said Property, (hereinafter referred to as the "**Project**")which is within the meaning and for all purposes is a stand-alone Real Estate Project as defined under the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as the "**Act**").NPPLhas informed the Purchaser that it intends to develop the said Project as the first phase of development of the said Property and shall undertake the development of the balance remaining portion/s of the said Property in due course of time and in such manner and phases as deemed fit by NPPL with the end and intent of exploiting the full development potential of the said

Property. Thus, hereafter, the reference to the term "**said Building**" for the purposes of the said Project shall be deemed only to mean A Wing and B Wing to be constructed on part of the said Property.

K. All the permissions, plans, designs and the specifications and details relating to the said Project have been approved by the concerned local authorities on certain terms, conditions, stipulations and restrictions mentioned in the documents approving the same and the same have been uploaded to and are available for review on the website of the said Authority in accordance with the provisions of the said Act and the Rules framed thereunder.

L. For the purpose of constructing the said Building, NPPL has entered into a standard agreement with (1) M/s. H.J. Thakur Architect Pvt. Ltd. as DesignArchitect, Liaison Consultantand(2) J+W consultants LLPas StructuralConsultants,both of which are duly registered with the Council of Architects and such agreements are as per the agreement prescribed by the Council of Architects. NPPL has accepted the professional supervision of the aforesaid design architect / liaison consultant and the structural consultants or such other architect / consultant in the event of changestill the completion of the EntireSrishtiHarmonyIIIProject;

M. M/s.Hariani & Co., Advocates and Solicitors have issued an Opinion on Title dated 14 July 2016 in respect of the said Property, copy of which is marked as **Annexure "A".**

N. D.P. Remarks dated 1 December 2012 issued by the MCGM in respect of land bearing CTS No. 191A/A, 191B, 191A/B & 191 A/C/1 of Village Tungwe situated in L-Ward, Mumbai state that as per the Sanctioned Revised Development Plan Remarks, the land under respect is not affected by any reservation except 18.3 mtrs. D.P. road widening and is abutting 27.45 M wide SakiVihar road. The D.P Remarks further state that the land under respect falls in the Industrial Zone.

O. Pursuant to an application filed for change for user, the Municipal Corporation of Greater Mumbai ("**MCGM**"), vide its letter dated 13August 2015 bearing no. CHE/ 024384 / DPES/ L addressed to the Architects for NPPL viz. M/s. H.J. Thakur Architect Pvt. Ltd., permitted the change in user from I-3 to residential use for the said Property.

P. NPPL has registered the said Project with the Real Estate Regulatory Authority (hereinafter referred to as "**the Authority**") at ______ bearing registration No. _____ in accordance with the provisions of the Act and the

Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("**Rules**").An authenticated copy of the Certificate of Registration is annexedhereto and marked as **Annexure "H"**.

Q. The Purchaser is aware that NPPL herein is the promoter in respect of the entire of the said Project as defined under the Act.

R. Pursuant to the registration of the Project, NPPLhas offered for sale NPPL's Flats in the Project.

S. The Purchaser has demanded from NPPLand NPPLhas given copies and inspection of original title documents, plans, permissions, sanctions, approvals available with it including all the documents that have been furnished to the Authority for registration of the Project which are also available for review on the website of the Authority and the stage wise time schedule for completion. Prior to the execution hereof, NPPL has expressly disclosed (i) about the phased manner of development of the said Property, particularly about further construction inter alia of C Wing and certain further amenities and facilities at a later date and that only pursuant to exploitation of the entire development potential of the said Property that the said Property would be conveyed as a whole to the federation of societies, (ii) that the said Property is subject to a right of way admeasuring 450 sq. mtrs., or thereabouts granted for ingress and egress to the redevelopment being undertaken on an adjoining plot, and (iii) the arrangement between NPPL, APPL and ICM and their inter se rights and obligations. The Purchaser has satisfied himself/herself about the title of the Owners to the said Property, as also to the entitlement of NPPL to develop the said Property and NPPL's right to sell and transfer NPPL's Flats as per the terms and conditions of the said Development Agreement read with the said Deed of Rectification read with Agreement dated 27th March 2017, all the disclosures, limitations, etc. and has entered into this agreement knowing fully well and understanding the contents and implications thereof. The Purchaser has agreed not to further investigate and/or raise any requisitions or objections or disputes in respect of the same at any point hereafter;

T. Copies of following documents are attached hereto:

I. Copy of Opinion on Title relating to the said Property issued by M/s Hariani & Co., Advocates & Solicitors.(**Annexure "A"**)

II. Copy of Property Register Cards (**Annexure "B"**)

III. Copy of I.O.D. No. CE/4436/BPES/AL dated 6 November, 2015.(**Annexure "C**")

IV. Copy of Commencement Certificate No.CE/4436/BPES/AL dated 7 December, 2015 (**Annexure "D"**)

V. Copy of block plan of the said Property delineating the A- Wing and B-Wing (**Annexure "E"**)

VI. Copy of the floor plan of the said Flat {as defined hereinafter} (**Annexure "F"**)

VII. Copy of parking plan delineating the Car Parking Space/s {as defined as hereinafter} (**Annexure "G"**)

VIII. Copy of Certificate of Registration bearing no. _____ dated ______(**Annexure "H"**)

U. The Purchaser being fully satisfied about the right of NPPL to develop the said Property as also the right, title and entitlement of NPPL to sell and transfer NPPL's Flats(including the said Flat, defined hereunder) and being desirous of acquiring a flat forming part of NPPL's Flatsto be constructed on part of the said Propertyas part of the said Project and with full knowledge of the disclosures, nature of rights retained by NPPL under this Agreement, all the terms, conditions and limitations contained in the title documents, contracts, papers, plans, orders, schemes, permissions/ sanctions granted from time to time, etc., has approached NPPL to sell and/or allotto him/her/them Flat No.________having _________ sq. ft., (RERA carpet area) on _________floor, of ___–Wing of the said Project, as shown in redcolour boundary line on the plan annexed hereto as **Annexure "F",** hereinafter referred to as the "**said Flat**"and which is more particularly described in the **SECONDSCHEDULE** hereunder written. Accordingly at the request of the Purchaser, NPPL has agreed to allot and the Purchaser has agreed to acquire the said Flat at and for a lumpsum consideration of Rs. _______________/- (Rupees ____ only) and on the terms and conditionsas appearing hereinafter.

V. In the event, the Purchaser being a Non Resident Indian (N.R.I.) intending to book and acquire a Residential premises/units from NPPL, then it shall be the sole responsibility of thePurchaser to make necessary disclosures in that respect and/ or to procure the necessary/statutory permissions from the

Reserve Bank of India or any other Competent Authority to that extent in order to acquire a Residential premises/units. NPPL shall not be held liable for the deficiency of any statutory permissions being not available or procured by the respective flat purchaser/s.

W. Prior to the execution of these presents, the Purchaser has paid to NPPL a sum of Rs. ____________________/- (Rupees____ only) being earnest money deposit towards the offerof NPPL to sell and allot the said Flat to to the Purchaser (the payment and receipt whereof NPPL doth hereby admit and acknowledge) which shall be adjusted on execution hereof as part payment towards the sale price payable for sale and purchase of the said Flat and the Purchaser has agreed to payNPPL the balance of the sale price in the manner set out hereinafterin this agreement.

X. As per terms of the said Act,this Agreement for sale of the said Flat is being executed with the Purchaser, the execution whereof shall be admitted before the Sub Registrar of Assurances andunder the Registration Act, 1908.

Y. The Parties are now desirous of recording the terms and conditions agreed upon between them in the manner hereinafter appearing**.**

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED,DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. NPPL shall in a phase wise manner construct the building to be known as**"Srishti Harmony III**"comprising of three wings,which for the purpose of the said Project (defined hereunder) shall comprise of "A Wing" which shall have 2 Basements + Stilt at ground plus 2 Podium and 20Upper floors(hereinafter referred to as **"A – Wing"**)and 'B' Wing shall have 2 Basements, Stilt at ground plus, 2 Podium and 20Upper floors (hereinafter referred to as **"B – Wing"**)together with the certain common areas, amenities and the facilities set out in the **THIRD SCHEDULE** hereunder writtento be constructed on part of the said Property admeasuring 1396 sq. mtrs. and delineated in green colour boundary line on the plan hereto annexed and marked as **Annexure "E"**,the said Property being more particularlydescribed in the **FIRST SCHEDULE**hereunder written(the A-Wing and B-Wing are hereinafter collectively referred to as **"the said Building"**)by utilizing the Inherent FSI / all Incentive and Fungible FSI/ TDR to the extent of 9571.08sq. mtrs. or thereabouts (Built up area) from and out of the total the FSI/FAR/Incentive FSI/Fungible FSI, TDR, etc., that is available presently

and that which shall be sanctioned in future from time to time in respect of the said Property, all of which are hereinafter collectively referred to as the "**said Project**", in accordance with the building plans and designs approved by the concerned local authorities and the specifications drawn, which have been seen and approved by the Purchaser from time to time and in accordance with rules and regulations as may be in force at present and/or at any time hereafter and also subject to such terms and conditions as may be imposed by the State Government or any other Competent Authority. NPPL has informed the Purchaser that it intends to develop the said Project as the first phase of development of the said Property and shall undertake the development of C Wing along with certain common areas, amenities and facilities on the balance portion/s of the said Property in due course of time and in such manner and phases as deemed fit by NPPLwith the end and intent of exploiting the full development potential of the said Property. The said Project together with future development of the said Property including the C Wing, common areas, amenities and facilities to be provided therein are hereinafter collectively referred to as the "**Entire Srishti Harmony III Project**". NPPL is entitled to make amendments, variations and modifications to such sanctioned building plans as NPPL may deem fit. NPPL shall obtain consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the said Flat of the Purchaser except any alteration or addition required by any government authorities or due to change in law. NPPL shall be deemed to have completed its development on the said Property and all its rights will come to an end only when the said Entire SrishtiHarmony III Project is completed in all respects and not before that. Until the completion of the said Entire SrishtiHarmony III Project and conveyance of the said Property, APPL and ICM shall be solely and exclusively entitled to all the right, title and interest with respect to the said Property subject to the development rights granted in favour of NPPL.

2. The Purchaser hereby agrees to purchase and acquire from NPPL and NPPL has agreed to sell and allot to the Purchaser, residential Flat No.__________admeasuring __________Sq.ft. (RERA carpet area) equivalent to _____sq. mtrs. on the ________ floor of ____-Wing, to be constructed by NPPL on the said Property more particularly described in the **FIRST SCHEDULE**hereunder written and shown in red colour boundary line on the plan annexed hereto and marked as **Annexure "F"**(hereinafter referred to as "**the said Flat**") on the terms and conditions and at and for the Sale Price ofRs.____________/- (Rupees____Only), inclusive of Rs.NIL being the proportionate price of the common areas, amenities and facilities appurtenant to the said Flat, the nature, extent and

description of which are more particularly described in the **THIRDSCHEDULE** written hereunder(“**said Sale Price**”) payable by the Purchaser to NPPL,in the manner hereinafter appearing.The said Flat is more particularly described in the **SECOND SCHEDULE**hereunder written.

3. The Purchaser has paid, on or before execution of this Agreement, a sum of Rs.____________/- (Rupees ___________ only)(the payment and receipt whereof NPPL doth hereby admit and acknowledge and acquits, releases and discharges the Purchaser from the payment thereof)as advance payment or application fee for the said Flat agreed to be sold by NPPL to the Purchaser and the Purchaser hereby agrees to pay to NPPL the balance amount of Rs.___________________________/-(Rupees ___________________________ only) together with the applicable Service Tax and VAT/GST in the following manner:-

(i) Rs.________________/- paid simultaneously with the execution and registration of this Agreement
(payment and receipt whereof NPPL doth hereby admit and acknowledge).

(ii) Rs.___________/- on completion of the Plinth /Lower Basement / Basement2

(iii) Rs. ____________/- on completion of Upper Basement / Basement 1.

(iv) Rs.____________ /-on completion of the Ground Floor Parking / Stilt Parking.

(v) Rs.____________/- on completion of the Podium 1.

(vi) Rs.____________/- on completion of the Podium 2.

(vii) Rs.____________/- on completion of the 1st Slab.

(viii) Rs.____________/- on completion of the 2nd Slab.

(ix) Rs.____________/- on completion of the 3rd Slab.

(x) Rs.____________/- on completion of the 4th Slab.

(xi) Rs.____________/- on completion of the 5th Slab.

(xii) Rs.____________/-on completion of the 6th Slab.

(xiii) Rs.____________/- on completion of the 7th Slab.

(xiv) Rs.____________/- on completion of the 8th Slab.

(xv) Rs.____________/-on completion of the 9th Slab.

(xvi) Rs.____________/- on completion of the 10th Slab.

(xvii) Rs.____________/- on completion of the 11th Slab.

(xviii) Rs.____________/- on completion of the 12th Slab.

(xix) Rs.____________/- on completion of the 13th Slab.

(xx) Rs.____________/- on completion of the 14th Slab.

(xxi) Rs.____________/- on completion of the 15th Slab.

(xxii) Rs.____________/- on completion of the 16th Slab.

(xxiii) Rs.____________/- on completion of the 17th Slab.

(xxiv) Rs.____________/- on completion of the 18th Slab.

(xxv) Rs.____________/- on completion of the 19th Slab.

(xxvi) Rs.____________/- on completion of the 20th Slab.

(xxvii) Rs.____________/- on completion of the 21st Slab.

(xxviii) Rs.____________/- on completion of the walls, internal plaster, floorings doors and windows of the said Flat.

(xxix) Rs.____________/- on completion of the sanitary fittings, staircases, lift wells, lobbies upto thefloor level of the said Flat.

(xxx) Rs.____________/- on completion of the external plumbing and external plaster, elevation, terraces with waterproofing.

(xxxi) Rs.____________/- on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain thereto

(xxxii) Rs.____________/- onoffering possession.

Total Rs.____________________/-

(Rupees ____ Only)

The Purchaser shall pay such installment of the said Sale Price to ICM after deducting therefrom 1% TDS as per the provisions of Section 194-IA of the Income Tax Act, 1961 and shall deposit the said amount to the credit of the Central Government and shall issue a TDS Certificate favouring NPPL in the prescribed Form No.16B for the same, within the statutory period. The Purchaser shall be entirely responsible for delay and/ or default in complying with the provisions of Section 194-IA

In addition to the Sale Price, the Purchaser shall pay all other amounts mentioned herein including the amounts mentioned in Clauses34, 39 and 41 to 43 as recorded hereinafter.

Time as to payment shall be of the essence and the Purchaser shall be liable to pay interest at the State Bank of India highest marginal cost of lending rate plus 2% as specified in the Ruleson all delayed payments from the due date till the date of payment thereof.

4. The said Sale Price as also all other amounts as may be due and payable by the Purchaser under these presents are exclusive of all taxes, levies, duties, cesses etc. All such taxes, levies, duties, cesses (whether applicable/payable now or become applicable/payable in future) including GST and/or Works Contract Tax, Swachh Bharat Cess, Krishi Kayan Cess, land under construction tax, LBT and/or all other direct / indirect taxes / duties, impositions applicable, levied by the Central and/or State Government and/or

any local, public or statutory authorities / bodies etc.,or any other tax/liability on account of this transaction("**said Taxes**"), shall be borne and paid by the Purchaser alone and NPPL shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof. Such payments / reimbursements shall be made by the Purchaser to NPPL proportionately alongwith payments/installments of Sale Price under clause 3 hereof within fifteen (15) days from the date of the intimation by NPPLin that behalf in a separate account opened by NPPL for collection of the same. In case of any deficit amount payable by the Purchaser to NPPLfor and on account of the aforesaid or other payments under this Agreement, then the same shall be paid or reimbursed by the Purchaser to NPPLbefore accepting possession of the said Flat. The Purchaser does hereby further agree and undertake to indemnify and keep NPPL indemnified, saved, defended and harmless of, from and against any cost, charge or expense incurred or any risk, harm or prejudice suffered or any suit, action, or proceeding instituted in respect of or arising out of or due to the non-payment of said Taxes. In the event or in case of default by the Purchaser in the payment of the said Taxes or further statutory payments, liabilities or the like relating the construction, development,sale marketing, etc. of the said Flat then (a) the same will be payable alongwith interest as hereinelse where stated; and (b) NPPL will be entitled to a first charge and lien on the said Flat to the extent of such outstanding statutory taxes/dues. Provided further that NPPL shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of the said Taxesas applicable and the Purchaser shall be deemed to have committed default in payment of amount due to NPPL hereunder if such payment is not accompanied with the said Taxes as applicable.

5. The Purchaser shall make all payments of the Sale Price due and payable to NPPL through RTGS / NEFT / demand draft / pay order / wire transfer in favour of "**Nathan Properties Pvt. Ltd.**" In case of any financing arrangement entered by the Purchaser with any financial institution with respect to the purchase of the said Flat, the Purchaser undertakes to direct such financial institution to pay all such amounts towards the sale price on respective dates as mentioned in Clause 3 hereinabove and the Purchaser shall ensure that such financial institution shall disburse/pay all such amounts towards Sale Price due and payable to NPPL through abanker's cheque/pay order/demand draft drawn in favour of "**Nathan Properties Pvt. Ltd.**"Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Flat and shall be construed as a breach on the part of the Purchaser of the terms and

conditions of this Agreement, and the Purchaser shall forthwith be required to make the necessary payment to the aforesaid account.

6. The Purchaser agrees and confirms that the payment of instalments shall be made on the due dates, without any delay or default, in accordance with the terms of this Agreement. The Purchaser agrees and undertakes that the time for payment is the essence of the contract. An intimation in writing forwarded by NPPLto the Purchaser that a particular stage of construction is completed shall be sufficient proof that a particular stage of construction is completed. It is specifically agreed by the Purchaser that this Agreement shall not create any right, title, interest and/or claim of the Purchaser on the said Flat agreed to be sold until and unless all the amounts due and payable by the Purchaser as recorded herein are paid by the Purchaser to NPPL in accordance with the terms and conditions of this Agreement.

7. The Purchaser authorizes NPPL to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as NPPL may in its sole discretion deem fit and the Purchaserundertakes not to object obstruct/questionNPPL's adjustment/appropriations of hispayments in any manner and under any circumstances whatsoever.

8. Thesaid Sale Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority / local bodies/government from time to time. NPPL shall,while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., enclose the said notification/order/rule/regulation published/issued inthat behalf to that effect alongwith the demand letter to be issued to the Purchaser.

9. For the better and more convenient use and enjoyment of the said Flat and at the request and direction of the Purchaser, NPPL does hereby allot to the Purchaser, car parking space bearing no ___ of about ______ sq.ft. in the Lower Basement / Upper Basement / Stilt / Podium in the said Building being single/ mechanical stacks, (hereinafter referred to as "**the Parking Space**") delineated in red colour boundary line on the plan annexed hereto and marked as **Annexure "G".**The Parking Space has been exclusively granted to the Purchaser for the purpose of parking his/her/their own vehicles and shall not be used otherwise. The aforesaid is an allotment without consideration and the Purchaser agrees and undertakes not to raise any

claim or dispute of any nature whatsoever and shall keep NPPL indemnified in the event of any claims or disputes initiated by any other flat purchasers, members, etc.

10. NPPLshall confirm the final carpet area that has been allotted to the Purchaser after the construction of the said Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total sale price payable for the said Flat shall be recalculated upon confirmation by the NPPL. If the actual carpet area of the said Flat increases or decreases more than 3% (three percent) on account of structural design and construction variances, the consideration in respect thereof shall proportionally stand increased or reduced, which shall be adjusted or paid (as the case may be) at the time of payment of the last installment payable under the payment schedule. Such increase or reduction in consideration will be calculated only if the difference of carpet area is above or below 3% (three percent) than what is sold hereunder. For the purpose of determination of carpetarea of the said Flat upon completion of construction, the decision of the Architect appointed for the construction of the said Building shall be final and binding upon the Parties hereto. The Architect shall provide a certificate in writing determining the actual carpet area of the said Flat. Notwithstanding the aforesaid, the Purchaser hereby agrees to accept any increase or decrease in the carpet area of the said Flat due tochange in any law, rules, regulations, notifications etc. issued by the Central Government, State Government and/or competent authorities from time to time without any change in consideration.

11. It is agreed that the said Flat shall be a R.C.C. structure with normal brick andcement plaster only. The standard fixtures and fittings to be provided by NPPL in the saidFlat are those that are set out in the **FOURTH SCHEDULE**hereunder written. The Purchaser confirms that NPPL shall not be liable to provide any other fixtures and fittings save and except those mentioned in the Fourth Schedule herein. Further, the Purchaser confirmsand consents that NPPL hasfull right to change fixtures and fittings to be provided in the circumstances wherein there is an uncertainty about the availability of fixtures and fittings required to be provided either in terms of quantity and quality and/or delivery schedule and/or for any other reason beyond the control of NPPL when the same would be of equivalent quality as set out in the Fourth Schedule hereunder written and further agree not to claim any reduction or concession in the consideration due and payable to NPPL on

account of any such change or substitution in the fixtures and fittings by NPPL in the said Flat.

12. It is agreed that the said Building containscommon areas, amenities and facilitiesas specified in the **THIRD SCHEDULE** hereunder written ("**said Amenities**"). The Purchaser hereby agrees, declares and confirms that save and except the said Amenities, NPPLshall not be liableand /or obligated to provide any other amenities and/or facilities in the said Building.Further though NPPLhas proposed to provide certain amenities at a later date in accordance with the phase wise development of the Entire SrishtiHarmony III Project and as disclosed in the sanctioned layout plan uploaded on the website of the said Authority and which shall be common for all the flat purchasers of the Entire Srishti Harmony III Project. NPPL shall absolutely be entitled to add, alter,amend or delete any or the said Amenities if required for on account of any objections/directions/planning difficulties informed by the Competent Authorities without being liable to thePurchaser in any manner whatsoevernor will the Purchaser have any right to object to any change. The Purchaser irrevocably agrees and confirms that NPPL shall have unfettered rights to amend the common areas, amenities and facilities forming part of other plans.

13. It is expressly agreed that the right of the Purchaser under this Agreement or otherwise shall always be restricted to the said Flat only, and such right will accrue to the Purchaser only on the Purchaser making full payment to NPPLof the Sale Price and all other amounts as stated herein, strictly in accordance with this Agreement and only on the Purchaser performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All the unsold flat(s)/ garages and rights of unallotedcar parking space(s) andthe proportionate share in the common areas, amenitiesand facilities forming part of NPPL's Flats shall always be the sole and absolute property of NPPL. NPPL shall be fully entitled to and be in absolute control of the said Building including all common areas, amenities and facilities until the said Property/ part thereof is conveyed / leased to the Apex Body or Federation of the co-operative society/s under the Maharashtra Co-operative Societies Act, 1960or Limited Company or submitted to the provisions of Maharashtra Apartment Ownership Act, 1971or Societies / Limited Company / Association of Apartment Owners that may be formed(such co-operative society/s or Limited company or association of apartment Owners that may be formedcomprising of holders of flatsshall hereinafter be referred to as the "**said Organisation**"). The Purchaser hereby confirms and consents to the irrevocable, absolute and unfettered right of NPPL to develop, sub-develop and/or assign its rights in the said Property and APPL/ICM's rights to sell,

allot, give on lease, sub-lease, and/or deal with and dispose off the said Property and/or the said Building and/or all other unsold flats, garages and car parking spaces and any other area/portion or portions of the said Property in the manner deemed fit by APPL/ICM/NPPLwithout any consent or concurrence of the Purchaser or any other person. The Purchaser confirms that he/she/they have no right, title, interest etc. in respect of the common areas, amenities andfacilitiesof the said Building / Entire SrishtiHarmony III project and that the same are available only for the use and enjoyment of the holders of various flats in the said Entire SrishtiHarmony III Project alongwith the users/occupiers of other flats/developments on the said Property to be constructed from time to time on such terms and conditions as APPL / ICM / NPPL(as the case may be)may deem fit.

14. APPL/ICM/NPPLwill be entitled to use, utilize, consume or assign the available/unutilized FSI or balance FSI if any or the additional FSI or TDR or any other advantage, benefit, profit, privilege or development potential which is now available or which may become available in respect of the said Property on account of relaxations modifications or amendments to the building regulations or as a result of any special concession that may be granted by the MCGM and/or State of Maharashtra or otherwise howsoever, by constructing additional premises / tenements of any nature whatsoever in a vertical extension or horizontal annexe to the Building or any part or portion thereof or elsewhere on the said Property;

15. For the purposes of construction of such additional tenements and to utilize such additional or further FSI/TDR or other benefits etc., as aforesaid, APPL/ICM/NPPLor their successors-in-title assignees or nominees are hereby authorized and will be entitled to enter upon the said Property and the said Building and construct columns, beams, pillars and other external supports and members to the said Building and that the Purchaser will not raise any objection thereto;

16. The Purchaser hereby expressly agrees that all necessary facilities assistance and co-operation will be rendered by the Purchaser to APPL/ICM/NPPL to enable them to make additions alterations and/or to raise additional floor or floors or structures in accordance with the amended or modified plans as may be sanctioned by the MCGM. The Purchaser hereby further agrees and undertakes that after the proposed Organization as is hereinafter stated is registered, the Purchaser as a member or shareholder of such Organization, shall accord his consent to such Organization thereby granting and giving to APPL/ICM/NPPL full permission, facility, assistance and co- operation to enable them to enter upon the said Property and the

said Building and to construct additional floors above the said Building or any part or portion thereof change the user thereof and also for the aforesaid purpose to shift the water tanks and other structures, etc., on the upper floor(s) when so constructed**.**

17. It is clarified that the layout/building plans for development of structures as part of the other phase(s) onthe said Property, location and dimension of additional car parking spaces, plans and specifications of the other building/s forming part of the Entire SrishtiHarmony III Project may change at the sole discretion of APPL/ICM/NPPL. It is agreed by the Purchaser that APPL/ICM/NPPLshall be entitled:

    a. To make such minoradditions or alteration in the said Project and/or said Flat as it deems fit. NPPL shall intimate the same to the Purchaser and the Purchaser hereby agrees and undertakes not to raise any claim, demand or dispute of any nature whatsoever in respect thereof;
    b. To make changes for relocating/realignment of the water, power, sewage, telephone, gas and other services and utility connections and lines,overhead/underground tanks, pumps, without any consent of / intimation to the Purchaser and the Purchaser hereby agrees and undertakes not to raise any claim, demand or dispute of any nature whatsoever in respect thereof;
    c. To make such variations, alterations, amendments or deletions to or in the development of the said Project, layout, plans and specifications of the Entire SrishtiHarmony III Project / said Building, floors plans and/or the dimension or location of the parking spaces, open spaces, club house, recreation areas, garden spaces, varying the access to the said Building if the same are required by the concerned authorities and/or if there are changes in laws which necessitatethe same and / or if the proposed building plans cannot be executed as they were for no fault of APPL/ICM/NPPL without obtaining any prior consent of the Purchaser as long as the same does not affect the location / area of the said Flat. NPPL shall intimate the Purchaser of the same and the Purchaser hereby agrees and undertakes not to raise any claim, demand or dispute of any nature whatsoever in respect thereof;
    d. To make any such variations, alterations, amendments or deletions to or in the development of the said Project, layout, plans and specifications of the Entire Srishti Harmony III Project / the said Building, floor plans and/or the dimension or location of the parking spaces,open spaces, clubhouse, recreation areas, gardens, other common areas, amenities and facilities and/or varying the location of

the access to the said Buildingif the same are required for the purpose of efficacious planning and exploitation of the said Property and/orto utilize the balance/unutilizedF.S.I./TDR and/or development potential, benefits in respect of the said Property available presently or that as may be available in future on the said Property or any part thereof including the said Building for any reason including on account of change in laws. The Purchaser hereby agrees and undertakes to promptly give his / her / their consent and covenants not to unreasonably withhold / dispute the same provided such variation, alteration, amendments or deletions proposed by APPL/ICM/NPPL does not affect the location/area of the said Flat. The Purchaser agrees, confirms and undertakes not to directly / indirectly claim any amount / compensation, etc., and shall cooperate with and assist APPL/ICM/NPPL.

18. The Purchaser is aware that that the entire development of the said Property/said Project is being undertaken by NPPL entirely at its sole costs with the end and intent that the entire risk arising out of or connected to the construction of the said Buildings shall be to the sole risk and liability of NPPL. The Purchaser agrees and confirms that he/she/they shall under no circumstances hold APPL/ICM responsible for any delay in handing over possession of the said Flat or any defect in respect thereof.

19. Upon handing over of possession of the said Flat, APPL/ICM/NPPL is retaining unto itself full rights for the purpose of ingress or egressto the said Property in the manner deemed fit and the Purchaser unequivocally consents / agrees not to raise any objection or dispute regards the same, now or at any time in the future and the Purchaser acknowledges that hardship may be caused during such time and expressly undertakes never to object to the same.

20. The Purchaser is aware that the said Project is the first phase being undertaken and forms part of the Entire SrishtiHarmony III Project to be developed by NPPL on the said Property. As such it is agreed by and between the Parties thatAPPL/ICM/NPPLshall, from time to time,have unfettered and unrestricted right to avail of all present and future FSI, FAR, DR and TDR as may be permissible and to obtain the award thereof in the form of FSI, FAR, DR and TDR as permitted under the Development Control Regulations and other prevalent rules, regulations or laws and to utilise such FSI, FAR, DR and TDR onthe said Property and/or any portion of the said Property including by raising additional storey/s on the said Building or elsewhere.It is further agreed that APPL/ICM/NPPL shall be entitled to locate

or provide in the said Building on the said Property any additional floor or floors and use the same for such purpose or purposes without reference or recourse to the Purchaser or the said Organisation.

21. The Purchaser hereby expressly consents to APPL/ICM/NPPL that APPL/ICM/NPPL has full rights and authority to re-design the C Wing of the Entire Srishti Harmony III Project or the amenities in the Entire SrishtiHarmony III Project or increasethe number of floors of the said Building, amend the existing layout and/or add and construct more building or buildings or the recreation area or realigning any internal road, amenity space, open space, recreation area and passages and such other area or areas as NPPLmay desire .The Purchaser confirms NPPLwill be entitled to utilise any and all F.S.I., T.D.R. and all the benefits, potentials, yield, advantages, etc. presently available and / or that may be available in the future for any reason including on account of change in regulations / law / Act etc. in respect of the said Property or any part thereof as the case may be.All such additions, alterations, additional floors and/or additional wings, building and/or structures shall be the sole property of APPL/ICM/NPPL (as the case maybe)who shall be entitled to sell/allot and/or otherwise deal with the same in the mannermutually agreed between themfor such consideration and on such terms, conditions and provisions as they may desire and deem fit and proper in their sole and unfettered discretion.APPL/ ICM/ NPPLshall be entitled to utilise and consume such TDR, F.S.I or any other potential, other rights, benefits including floating rights, etc. on the said Property and/or the contiguous, adjacent or adjoining lands or propertiesto the maximum extent permissible as per the rules/regulations in force at such relevant time. The Purchaser and/or the said Organization shall not be entitled to claim any rebate in price or any other advantage from NPPL on the ground of NPPL making additional construction or on any other ground whatsoever. The Parties agree and confirm that till all the aforesaid is fully utilised by APPL/ ICM/ NPPL, and all the flats etc. are sold, and the amount or amounts receivable by NPPLis/are duly received by NPPLand all the obligations required to be carried out by the Purchaser herein and the purchaser/s of other flatsin the said Project are fulfilled by them, APPL/ICM/NPPLshall not be bound and shall not be called upon or required to form the said Organisation as the case may be and the Purchaser agrees and irrevocably consents not to have any demand or dispute or objection in that regard. In the event NPPL at its discretion agrees to formation of the Organisation at an earlier date or the flat purchasers propose formation / form Organisation/s or ad-hoc committee/s, the same would be only for the purpose of interim administration of the said Building and no further acts, deeds or things shall be done or omitted to be done that would affect the rights and interest of the

APPL/ICM/NPPL in the said Entire Srishti Harmony III Projector any part thereof.

22. APPL/ICM/NPPL will be entitled exclusively to consume and appropriate any FSI that may be granted on account of any amenity open space, additional Recreation Ground, Set Back area or any reservation on the said Property to the extent mutually agreed between APPL, ICM and NPPL and the Purchaser consents to the same without any objection. The residue FSI in the said Property not consumed and/or the additional FSI that may be granted including any additional FSI on account of set-back reservation or otherwise and/or TDR that may be available/will be available to APPL/ ICM/NPPL even after execution and/or registration of the Conveyance/Lease shall be the property of APPL/ICM/NPPL (as the case may be).

23. APPL/ICM/NPPLwill be at liberty to get the benefit of Transferable Development Rights (TDR) and also by purchasing the FSI of any other reserved plots/slums, nallas, public amenities which is adjacent, appurtenant to or surroundingthe said Property roads or any such rights to load, utilise and consume it in the proposed development on the said Project as permissible by the MCGM, D.C. Rules and Regulations andother applicable laws from time to time;

24. The Purchaser and such Organization will not hinder, hamper or in any manner object to the use, enjoyment, possession, sale, letting, leasing or further development of the said Property, the Building nor the vertical extension or horizontal annexed thereto or any of the respective parts or portions thereof under any circumstances whatsoever whether on the ground of nuisance disturbance or inconvenience or any other reasons of any nature whatsoever. At their sole discretion NPPL may commence or postpone construction of the Building or such additional showrooms, offices, commercial premises, etc. as they may deem fit.NPPL are entitled to sell allot or dispose of or grant the rights to the exclusive and independent use enjoyment and possession of the flats, tenements, premises etc. in the Building.

25. The purchasers, transferees and allottees of flats, units, shops, areas in the additional construction and/or part/s thereof, if APPL/ICM/NPPLso desires and deems fit, in their sole and unfettered discretion, shall be admitted as and made members of the Organisation, as the case may be, with the same rights, benefits and interests and subject to the same conditions, duties, liabilities and obligations as the Purchaser herein.The Purchaser expressly recognizes, confirms, agrees and consents to APPL/ICM/NPPL'srights,

benefit and interests as aforesaid and to what is mentioned hereinabove and the Purchaser / the Organisation shall not raise any objection or dispute in respect thereof.

26. It is agreed that NPPL shall at its sole discretion form and registerthesaidOrganisation (as defined hereinabove) and/or cause the Owners to execute lease or conveyance in respect of the said Property / part thereof, as the case may be, together with all the structures standing thereon in favour of the Federation (defined hereunder) only after:

(i) the entire Floor Space Index (**"FSI"**), potential, yield of the said Property and /or Transferable Development Rights (**"TDR"**)hasbeen utilised, consumed, loaded etc.;

(ii) the construction of the said Entire SrishtiHarmony III Project with such amendments as desired has been completed on the said Propertyand all the flatsand garages have been sold and the parking spaces for exclusive and permanent use of parking have been earmarked/allotted and;

(iii) APPL/ICM/NPPL has received all the amounts including the sale price from all the purchasers in respect of all the flats;

(iv) the said Entire SrishtiHarmony III Projectis otherwise completed in all respects;

and till then, NPPL shall not be bound, liable, required and/or called upon to form any such said Organisation, and shall not be required or cause the Ownersto execute lease or conveyance or any other document in respect of said Property together with building standing thereon and the Purchaser agrees, irrevocably consents and undertakes not to raise any demand or dispute or objection to the same.

27. NPPLshall endeavour to complete the construction of the said Flat by ___________(**"the said Date"**).In the event, the construction of the said Flat is not completed by the said Date, then NPPL will be entitled to a grace period of 6(six) months after the said Date to complete the construction of the said Flatprovided always that NPPLshall be entitled to further extension of time for completion of the said Building, if the completion of the said Building is delayed on account of:-

(i) Acts of God;

(ii) Election code of conduct

(iii) Non-availability of steel, cement, other building material, water or electric supply/connection or drainage/sewerage connection due to any reason whatsoever;

(iv) War or like situation, civil commotion, strikes, riots, accident or any act of God or by reason of any national or international happenings or events and the resultant repercussions or its effect thereof directly or indirectly affect the construction activity and delay compliance of obligations;

(v) the promulgation of or amendment in any law, regulations rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts NPPL from complying with any or all the terms and conditions as agreed in this Agreement including Development Control regulation or issuance of any notice, order, rule or notification of the government and/or any other public or competent authority or sanctioning authorities or of the court or on account of delay in issuance of NOC's, licenses, Approvals, occupation certificate etc. or non-availability of essential amenities and services such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond the control of NPPL whereby the work of construction is stayed or stalled

(vi) Any other eventuality which is beyond the control of NPPL;

(vii) Any force majeure circumstances or conditions or other causes beyond the control of or unforeseen by NPPL or its agents including strikes or agitation by the workers or labourers of NPPL or the contractor or suppliers.

(viii) Delay in issue of the Occupation Certificate and/or any other certificates and/or grant of any permission, sanction, approval and/or order, as may be required in respect of the said building, by the Corporation or any other concerned authority or revocation of any such permission, sanction, approval and/ or order.

28. If NPPL fails or neglects to give possession of the said Flat to the Purchaser on the aforesaid date subject to a grace period of 6 (six) months and/or on

such date as may be extended by mutual consent then the Purchaser/s shall have the option to terminate this Agreement after giving 15 days' notice in writing, whereupon NPPL shall be liable on demand to refund to the Purchaser such amounts of the Sale Price already received by it in respect of the said Flat alongwith interest at the same rate as may mentioned in Clause 3 herein above from the date of the receipt of the respective amounts by NPPL till payment, however excluding the amounts received from the Purchaser towards payment of the said Taxes. It is agreed that, notwithstanding anything contained in the law for the time being in force, upon the termination of this Agreement by the Purchaser, the claim of the Purchaser shall be restricted to refund of monies paid with interest as aforesaid and that the Purchaser shall neither be entitled to claim nor shall it claim for loss and/or damages and/or mental trauma or otherwise howsoever. NPPL shall be entitled to allot and/or deal with and dispose off the said Flat to any third party without reference or recourse to the Purchaser. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Purchaser under this Agreement.

29. In case of any delay or default in making payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise, NPPL shall without prejudice to any other rights or remedies that it may have against the Purchaser, including the right to terminate and forfeit such amounts from the Sale Price and put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Purchaser and the Purchaser shall pay to NPPL interest on all outstanding payment at the rate of mentioned in clause 3 hereinabove.

30. Without prejudice to the right of NPPL to terminate this Agreement on account of delay in payment as stated above, in the event NPPL does not exercise its option to terminate as aforesaid and grants extension of time to the Purchaser to make payment, the Purchaser agrees to pay to NPPL, interest at the SBI highest marginal cost of lending rate plus 2% as specified in the Rules,on all the delayed payments which become due and payable by the Purchaserto NPPL under the terms of this Agreement from the date the said amount is payable by the Purchaser to NPPL until the date of actual payment and fixed administrative costs of Rs. _________. Without prejudice to the other rights of NPPL hereunder, NPPL shall in respect of any amounts remaining unpaid by the Purchaser under this Agreement, have a first charge / lien on the said Flat. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of NPPL.

31. NPPL shall offer possession of the said Flat to the Purchaser in writing within 7 (seven) days of receiving the part occupancy certificate of the building and subject to the Purchaser not being in default of payments of any amounts due and payable under this Agreement.The Purchaser shall upon executingnecessary documents/undertakings/indemnities take possession ofthe said Flat within 15 (fifteen)days of NPPLgiving written notice to the Purchaser intimating that the said Flat is ready for use ("**date of possession**"). If within a period of 5 (five) years from the date of issuance of theoccupancy certificate / part occupancy certificate in respect of the said Flat, the Purchaser brings to the notice of NPPL any defect in the said Flat or said Building in which the said Flat is situated or the material used therein, which is not attributable to any act of the Purchaser or the other purchasers or occupants in the Buildingthen wherever possible such defect shall be rectified by NPPL at their own cost.Provided that the Purchaser shall be entitled to defect rectification only if he has not carried out any structural or other unauthorized changes and/or any works/ additions without consent of NPPLto the said Flat and/or in the said Building. It is expressly agreed by the Purchaser that under no circumstances shall the Purchaser hold APPL/ICM responsible or accountable for any such defect in the construction of the said Flat or said Building.In the event the Purchaser fails and/or neglects to take possession within the specified period, it shall be deemed that the Purchaser has taken possession on the expiry of 15(fifteen) days from the date of the said writing and that date shall be deemed to be the date of possession and all obligations of the Purchaser related to possession of the said Flat shall be deemed to be effective from the said date of possession.

32. The Purchaser shall check up all the fixtures and fittings in the said Flat before taking possession of the same and execute such indemnities and undertakings as required by the NPPL. Thereafter, the Purchaser shall have no claim against APPL/ICM/NPPL in respect thereof and shall make their complaints to the manufacturing company. For this purpose NPPL shall at time of handover possession of the said Flat also handover the warranty cardsof any item of work in the said Flat or in said Building which may be alleged not to have been carried out and/or completed and /or being not in accordance with the plans specification and/or this Agreement and/or otherwise howsoever in relation thereto.

33. The Purchaser hereby agrees and confirms that on and from the Date of Possession, irrespective of whether the Purchaser accepts possession or not, the Purchaser will be bound and liable to bear and pay the proportionate share in local taxes including property tax and such other taxes, charges, cesses, dues and duties as may be levied by the concerned local authority

and/or government in respect of the said Property,the said Building and the said Flat and all other expenses necessary for and incidental to the management and maintenance of the same. The same shall be in proportion of the area of the said Flat bears to the total area of the said Building.The Purchaser is aware that such amount of municipal taxes, dues, duties and outgoings shall only be finalized and crystallized upon the assessment of the Building being completed by the municipal bodies and authorities. Hence pending the determination of the amount of municipal taxes, dues, duties and other payments, the Purchaser will be bound and liable to bear and pay to NPPL and NPPL will be entitled to recover from the Purchaser, the provisional monthly contribution as hereinafter provided. Upon the assessment of the said Building being completed by the local authorities and bodiesthe Purchaser does hereby agree and undertake to duly, fully and promptly bear and pay the proportionate property taxes in respect of the said Flatdirectly to MCGM. In the event, the Purchaser fails to make payment of the aforesaid taxes, then NPPL shall be entitled but not bound to make payment of the same for and on behalf of the Purchaser and the Purchaser shall reimburse the entire amount(s) paid by NPPL and in the event the Purchaser fails and/or neglects to reimburse such amount(s), the same shall constitute a breach of this Agreement and the Purchaser shall be liable to pay interest on such sums that remain unpaid at the rate ___% p.a. till the date of realization thereof.

34. On and from the Date of Possession until the said Property is conveyed to the said Federation (defined hereunder), the Purchaser will be liable to bear and pay to NPPL and NPPL will be entitled to recover from the Purchaser, a provisional monthly contribution calculated at the rate of Rs __________/- (Rupees ____only) per month or at such rate as NPPL may decide from time to time. Such provisional contribution will be utilized to pay and settle the aforesaid dues,maintenance charges, outgoings etc. including but not limited to betterment charges, water charges, insurance premium (including any increases therein) charges for common lights repairs, salaries of clerks, bill collectors, watchman, sweepers,etc.The aforesaid payment shall be borne and paid by the Purchaser to NPPL,until the said Property with the building/s is transferred in favour of the said Federation (defined hereunder) and the accounts and records being handedover. Before possession of the said Flat is handedover to him, the Purchaser shall deposit and keep deposited with NPPL the provisional monthly contribution for a period of twenty four (24) months which at the rate as aforesaid aggregates to Rs ____________/- (Rupees

____ Only).

The deposit as aforesaid will remain with NPPL as a security for regular payment of the maintenance charges payable as aforesaid. The deposit so paid by the Purchaser to NPPL will not carry any interest and shall remain with NPPL subject to the disbursements therefrom of the amounts for the purposes aforesaid until the necessary Deed of Conveyance/Lease is executed in favour of the said Federation (defined hereunder). Upon execution of such Deed of Conveyance/Lease, such deposit or the balance thereof, if any, with NPPL shall be paid by NPPLto the said Organisation. If the Purchaser fails or neglects to pay these monthly outgoings in respect of the said Flat and/or their proportionate share of taxes for any reason whatsoever, the Purchaser shall be liable to pay and NPPL shall be entitled to recover the outstanding amounts/ arrears alongwith interest calculated at the rate mentioned in clause 3 hereinabove from the date of default till recovery thereof. In such event, NPPL shall, without prejudice to any rights available to it, be entitled to adopt appropriate legal proceedings for recovery thereof and/ or to stop and restrict the Purchaser from using the club-house and other recreational facilities.Upon suchDeed ofConveyancebeingexecuted such deposit or the balance thereof,if any,withNPPL shallbe paidbyNPPL to the saidOrganisation.NPPL shall render accounts for such amounts only to the said Organisation upon execution of the Deed ofConveyance in its favour as above andthePurchaser shall have no individual right of account of such amounts.

35. It is expressly agreed and understood by and between the parties hereto that the Purchaser and/or the purchasers of other flats, premises, tenements, etc.In the said Project will not call upon or require APPL/ICM/NPPLto contribute any amount towards any maintenance charges outgoings or contributions in respect of the unsold flats, premises,tenements, etc. APPL/ICM/NPPLwill also be entitled to the refund of the municipal taxes on account of vacancy of the such unsold premises.

36. Any amount by way of premium, estate department transfer charges, society formation charges, expenses for conveyance or security deposits or any other charges dues or duties payable to the MCGM or any other local authority/Estate department or bodies or to the State Government that may hereafter be paid by NPPL before handingover possession of the said Flat, shall be reimbursed within 7 (seven) days of a demand in writing being made by NPPL in respect thereof,by the Purchaser to NPPL in proportion to the area of the said Flat bears to aggregate area of the said Building. In determining such amount the decision of NPPL shall be final, conclusive and binding upon the Purchaser.

37. The Purchaser also agrees to bear, pay and/orreimburse to NPPL, the pro-rata cost charges and/or expenses in respect of installation of water lines, water mains, sewerage lines, sewerage mains electric cables electric substation (if any) making internal roads and access roads on the said Property. The betterment charges referred to above shall also include charges for installation of water lines sewage mains drainage layout and all other facilities to the Purchaser.

38. The Purchaser shall use the said Flat only for residential purpose and agrees and confirms that no industrial activity can be undertaken in the said Flat or the said Project or any part thereof. The Purchaser agrees, records and confirms that the Parking Space shall be usedonly for the purpose of keeping or parking of the Purchaser's own vehicle. The parking space is for parking light motor vehicles only and not for parking Lorry, tempo, Public Transport Vehicle etc. In case the other flatsare permitted for commercial use by authorities, then the Purchaser shall not do anything which shall be a cause or a source of nuisance or annoyance to APPL/ICM/NPPL or any other membersof the said Organisation and the other occupiers of the said Building or to any one in its vicinity or neighbourhood. In the event of any increase in local taxes, water charges, insurance and such other levies, are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Flat by the Purchaser, the Purchaser alone shall bear and pay such penalty, premium or other sums of money demanded.

39. As part of the transaction contemplated herein, the Purchaser shall, at the time ofpossession of the said Flat pay to NPPL, inter alia, the following amounts as mentioned in points (i) to (v) hereinbelow over and above the Sale Price as mentioned in Clause3 above .In the event of default by the Purchaser to pay the same, consequences of default as set out in clause 58 shall be applicable.NPPL isentitled to retain and appropriate the same to its own account-

i. Rs.____________/- towards share money application.

ii. Rs.____________/- towards entrance fee (Rs.100/-in case of individualand Rs.200/- in case of joint ownership for Society or Limited Company)

iii. Rs.______________/- provisional proportionate share of maintenance and other charges for 24 months @ Rs.8/- per sq. ft. on carpet area (excluding property tax).

iv Rs.____________/- towards service charges of electric connection electric cable / electric meter.

iv. Rs.____________/- towards Development charges payable to various Government or Public Bodies

v. Rs.____________/- towards legal charges and expenses for Agreement / Document and for formationand registration of the said organization.

Rs.____________/- **TOTAL**

(Rupees____
____Only)

40. The Purchaser shall have no right to such amount nor shall NPPL be liable, responsible and / or required to render the accounts in respect thereofsave and except point (iii) being the proportionate share of maintenance and other charges in respect of which NPPL shall render accounts in the manner recorded in clause 34 hereinabove. The Purchaser will not be entitled to ask or claim any refund or adjustment of the amount mentioned in clause 34 hereinabove against the expenses, municipal taxes and outgoings or any increase therein.

41. In case after handing over possession of the said Flat, on NPPLdetermining that there is any deficit in any of the amount/s (including deposits) or in any of the amounts specified in points (i) to (v) hereinabove, then the Purchaser shall forthwith on demand pay to NPPLthe Purchaser's proportionate share to make up such deficit.

42. It is hereby expressly clarified that the aforesaid amounts mentioned hereinabove does not include the dues for electricity, gas and other bills for the said Flat and the Purchaser shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the

Purchaser agrees to pay to NPPL, such other charges or such other amounts under such heads as NPPLmay indicate. It is also further clarified that the amount of charges mentioned hereinabove is only indicative and not exhaustive and the Purchaser agrees to pay to NPPL, such increased charges orother charges or such other amounts under such heads as NPPLmay indicate without any demur.

43. It is agreed that in the event of any additional amounts becoming payable in respect of items mentioned in Clauses34, 39 and 41 to 43above, the Purchaser shall forthwith on demand pay to and/or deposit the additional amounts with NPPL.In the event the Purchaser fails to pay all the amounts payable under these presents, NPPL shall not be obliged to handover possession till receiptthereof.

44. The name of the said Building shall always be known as **"Srishti Harmony III"**and this name shall not be changed without the prior written permission of APPL/ICM/NPPL.

45. NPPLshall at its sole discretion form and register the said Organisation. The Purchaser shall join in forming and registering the said Organisationand for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the said Organisationand for becoming a member, including the bye-laws of the proposed Organisation and duly fill in, sign and return to NPPL within 15 (fifteen) days of the same being forwarded by NPPLto the Purchaser, so as to enable NPPLto register the organization of the Purchaser. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies/Registrar of Companies/association of apartment ownersas the case may be, or any other Competent Authority.The Organisation shall be known by such name as NPPL may decide.

46. All costs, charges and expenses incurred in connection with the formation of the said Organisation as well as the costs of preparing, engrossing, stamping and registering all deeds, documentsrequired to be executed by APPL/ICM/NPPL and by the Purchaser including stamp duty, registration charges etc., payable in respect of such documents, as well as the entire professional costs of the attorneys of APPL/ICM/NPPL for preparing and approving all such documents shall be borne and paid by the Purchaser and the said Organisation as aforesaid and/or proportionately by all the holders of

the flats, in the said Building. APPL/ICM/NPPL shall not be liable to contribute anything towards such expenses.

47. APPL/ICM/NPPL at its discretion shall be entitled to form separate and independent Organisation/s of flat purchaser/s in respect of each of the aforesaid wings or one Organisation for the said Building and separate Organisation/s for the remaining Wing(s)/structures standing on the said Property. Pursuant to formation of such separate and independent Organisation/s as aforesaid, NPPL shall cause formation of an Apex Body or Federation in respect of the Entire SrishtiHarmony III Project ("**Federation**"). Subject to what is contained herein, NPPL shall,within 3 (three) months of receipt of Occupation Certificate in respect of all the structures to be constructed and subject to registration of the Federation shall cause to be conveyed, leased or demised the entire said Property with all structures thereon as a whole or in such mode and manner to be selected and exercised by APPL/ICM.The Purchaser confirms that he/she/they will not call upon or compel APPL/ICM to execute conveyance / lease in favour of individual Organisation/s so formed. The Parties agree and confirm that the Federation shall administer and maintain the common areas and amenities and facilities provided in the Entire SrishtiHarmony III Project but the individual Organisation/s of the separate structures being members of the Federation shall independently retain control of the internal affairs and administration in respect of its respective structures / wing/s. The Entire SrishtiHarmony III Project is being constructed on an undivided or inseparable parcel of land and in view thereof, the Purchaser agrees and confirms and it is an express / integral term and condition of this Agreement that only upon happening of the event stated in clause 26hereunder written, NPPL shall cause conveyance of Entire SrishtiHarmony III Project unto and in favour of the Federation only and none of the individual Organisation/s formed shall require NPPL to convey their respective wings to in its favour.

48. NPPLshall have the right to enter into a contract with any third party/agency for the purpose of maintenance and upkeep of the said Property, such decision shall be final and binding until the conveyance/lease in respect of the said Building is executed in favour of the said Organisation. Thereafter, the said Organisation will undertake to maintain the said Building or any part thereof in the manner it was handed over save and except normal wear and tear of the property and the said Organisation shall create and maintain a Sinking Fund for the purpose of such maintenance and if the said Organisation commits default, NPPL shall have a right but shall not be under an obligation to rectify the default and recover the expensesfrom the said Organisation.

49. It is agreed that as and when NPPL enter into agreements/arrangements with any person/s, or otherwise for procurementof all Utilities (as defined hereinafter) or any of them, then in that event the Purchaser herein shall procure such Utilities from such person as may be nominated by NPPL in that behalf, as the case may be, and pay such amount as may be fixed by NPPLor its nominee, to NPPLor to its nominee, as the case may be. For the purposes of this clause, "**Utilities**" refers to gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption as may be utilized by the Purchaser on a day-to-day basis.It is further clarified that this clause shall not be interpreted / construed to mean that NPPLis obligated / liable to provide all or any of the Utilities whether or not NPPL have entered into agreements/arrangements with any person, or otherwise NPPLis in a position to provide all Utilities or any of it.

50. In the event of the said Organisation being formed and registered before the sale/allotment and disposal by APPL/ICM/NPPL of all respective flats,car parking spaces, etc., then the powers and the authority of the Federation / Organisation so formed and/or the Purchaser and/or other holders of the flats, shall be subject to the over all superintendence/authority and control of APPL/ICM/NPPL in respect of all the matters concerning the said Building and the portion of the said Property on which the said Buildingis constructed.APPL/ICM/NPPL will be entitled to sell,allot, lease, give on leave and license basis and / or otherwise deal with or dispose off their respective unsold residential flats, tenements, premises and allotting car parking spaces, etc., then and,in such aneventat the direction of theAPPL/ICM/NPPL theallottee,transferee or purchaser of such unsold residential flats, tenements, premises, car parking spaces, etc. from APPL/ICM/NPPLwill be admitted to the said Organisation/Federation without payment of any charge, premium, deposit, fee or any additional charges save and except a sum of Rs. ____/- for the Share money and Rs._____/- as entrance fee and such allottee or transferee thereof shall not be discriminated or treated prejudicially in any manner by the Purchaser or the said Organisation.

51. APPL/ICM/NPPL shall, if necessary, become member(s) of the said Organisation in respect of their right and benefits conferred/reserved herein or otherwise entitled to in whatsoever manner. If APPL/ICM/NPPL transfers, assigns and disposes off such rights and benefits at any time to anybody the assignee / transferee and/or the buyers thereof shall, if necessary, become the members of the said Organisation in respect of the said right and benefits. The Purchaser herein and the said Organisation will not have any objection to admit such assignees or transferees as members of the said

Organisation and the Purchaser hereby gives his/her/their specific consent to them being admitted.

52. NPPL shall not be liable or required to pay any transfer fees/charges and/or any amount, compensation whatsoever to the said Organisation for the sale/allotment or transfer of the unsold flats etc. in the said Project even after the conveyance/lease is executed in favour of the said Federation.

53. The Organisation that may be formed of the purchasers/holders of units and other flats in the said Building shall not issue Share Certificate to any purchaser/ member without obtaining the No Objection Certificate from APPL/ICM/NPPL certifying that APPL/ICM/NPPL has no outstanding/dues pending on any account to be received from the purchaser/member and remaining unpaid. If the said Co-operative Society/Limited Company / Organisation issues Share Certificate to any purchaser/member without adhering to or abiding by the aforesaid condition, then such purchaser/ member as well as the Organisation shall be responsible and liable to pay such amounts due and payable, if any, by such purchaser/member to APPL/ICM/NPPL.

54. The Parties hereby agree and undertake that the Purchasershall, from time to time, sign all applications, papers and documents and do all acts, deeds and things as APPL/ICM/NPPL or the said Organisation may require for safeguarding the interest of APPL/ICM/NPPL and/or the Purchaser and/or the other flat purchasers in the said Property.

55. It is agreed that one month prior to the execution of the conveyance / lease of the said Property or part thereof in favour of the Federationthe Purchaser shall pay the Purchaser's share of stamp duty and registration charges payable, if any, by the said Federation and/or the organisation/s on the conveyance / lease or any document or instrument of transfer in respect of the said Property. The Purchaser and the Organization will be jointly and severally responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents etc.

56. It is agreed, confirmed and covenanted by the Purchaser that the Purchaser shall not be entitled to nor shall he/she/they demand sub-division of the said Property or be entitled to any FSI exceeding the FSI used or any FSI availableupto the conveyance of the said Property.

57. On the happening of the following events ("**Events of Default**"), NPPL shall solely at their discretion be entitled to terminate this Agreement till the

possession of the said Flat is not handed over or till entire sale consideration is paid:

(i) If the Purchaser delays or commits default in any manner whatsoever in making payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise;

(ii) If NPPL is of the opinion and/or belief that any of the representation, declarations and/or warranties etc. made by the Purchaser in the Booking form, Acceptance Letter, Allotment Letter, present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser is untrue or false;

(iii) If the Purchaser commits a breach of any of the terms of this Agreement as recorded herein;

(iv) If the Purchaser has been declared and/or adjudged to be insolvent, bankruptetc. and/or ordered to be wound up;

(v) If NPPLis of the opinion that the Purchaser is unable to pay its debts and/or makes, or has at any time made, a composition with the creditors;

(vi) If the Purchaser is, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months;

(vii) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser or in respect of all or any of the assets and/or properties of the Purchaser;

(viii) If any of the assets and/or properties of the Purchaser is attached for any reason whatsoever under any law, rules, regulation, statute etc;

(ix) If NPPL is of the opinion and/or belief that the Purchaser is an undesirable element and/or is likely to cause nuisance and/or cause hindrances in the completion of the development of the said Property and/or anytime thereafter and/or it is apprehended that he/she/theyis/are likely to default in making payment of the amounts mentioned in this Agreement;

(x) Any execution or other similar process is issued and/or levied against the Purchaser and/or any of his/her/their assets and properties;

(xi) If the Purchaser has been declared and/or adjudged to be of unsound mind;

(xii) If the Purchaser has received any notice from the Government of India (either Central, State or Local) or foreign Government for the Purchaser's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him;

(xiii) If NPPLis of the opinion and/or belief that any of the aforesaid events has been suppressed by the Purchaser.

58. On happening or occurring of any of the Event of Default, then and in that event, NPPL shall be entitled at its discretion to terminate this Agreement provided that, NPPL shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by NPPL within the period of notice then at the end of such notice period, NPPL shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the following shall follow:

a. 10% of the Sale Pricewill stand ipso facto forfeited without any reference or recourse to the Purchaser towards liquidated damages which the Purchaser agrees, confirms and acknowledges to constitute a reasonable, genuine and agreed pre-estimate of damage that will be caused to NPPL;
b. NPPL shall refund to the Purchaser (subject to adjustment and recovery of the liquidated damages or any other amount which may be payable to NPPL) within a period of 30 (thirty) days of the termination, the instalments of the Sale Price of the said Flat which may till then have been paid by the Purchaser to NPPL excluding the amount of taxes paid and without any amount of interest whatsoever on the amount so refunded;
c. The Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against NPPL or against the said Flat or the Parking Space or under this Agreement and that NPPLshall irrevocably stand authorised to comply with all the

formalities for execution and registration of the unilateral Deed of Cancellation (at the sole option of NPPL), without the Purchaser being a signatory thereto and the Purchaser will not raise any objection or dispute in that regard; and

d. NPPL shall be entitled to deal with, resale or dispose off or allot the said Flat and the said Parking Space in the manner as it may deem fit without any reference or recourse to the Purchaser

59. It is agreed and clarified that NPPL shall not be liable to pay to the Purchaser/s any interest, compensation, damages, costs or otherwise and shall also not be liable to reimburse to the Purchaser/s any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc. on account of termination of this Agreement for any reason whatsoever.

60. It is expressly agreed that until the conveyance of the said Property to the Federation formed by the Purchasers, NPPL shall have an irrevocable and perpetual right and be entitled to put a hoarding on the said Property or on any part/parts of the said Building including on the terrace and/or on the parapet wall on the said Property and the said hoardings may be illuminated or comprising of neon signs and for that purpose APPL/ICM/NPPL are fully authorised to allow temporary or permanent construction or erection for installation either on the exterior of the said Building or on the said Property as the case may be and further APPL/ICM/NPPL shall be entitled to use and allow third party to use any part of the said Building and the said Property for installation of cables, satellite, communication equipments, cellular telephone equipments, radio turnkey equipments, wireless equipments, etc. The Purchaser agrees not to object or dispute the same. It is further expressly agreed that APPL/ICM/NPPL (as the case maybe) shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser shall not have any right or be entitled to any such rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation or benefit including any increase thereof shall solely and absolutely belong to APPL/ICM/NPPL. Notwithstanding anything contained herein, it is further agreed between the parties that at all times before and/or after the conveyance of the said Property unto the Organisation formed by the Purchaser,APPL/ICM/NPPL shall be entitled to brand the said Project by putting its name/logo/sign on such conspicuous part of the building as desired by it.It is agreed that neither the Purchaser nor the Organisation shall at any point of time be entitled to change, remove, object, dispute or demand any monetary consideration for putting up the sign/name/logo.

61. NPPL shall if NPPL so decides to be entitled to construct in, over or around and above the terrace of the said Building any additional area or facility including Helipads or any other similar facilities as may be permitted within the rules of MCGM and/or any other authority. The Purchaser hereby expressly consents and undertakes to co-operate with the construction of the same.

62. The Purchaser by himself/herself/themselves with intention to bind all persons into whose hands the said Flat and other flatsmay hereinafter come, even after the said Building is conveyed/leased in favour of the said Federation, hereby covenants with NPPL as follows:-

(i) Not to make demand of any additional information and details of the Project as they have inspected all documents, plans, permissions etc. and have perused all the data available on the website of the Authority as well as the additional data furnished by NPPL.

(ii) Not to do or suffer to be done anything in or to said Building, said Flat, additional areas, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the building or to the said Flat itself or any part thereof and to maintain the said Flat and the additional areas at the Purchaser's own cost in good repair and condition from the date on which the Purchaser is permitted to use the said Flat and the additional areas. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and shall also pay any penal charges levied by the authorities.

(iii) Not to store anything in the refuge floor nor store any goods in the said Flat which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building and in case any damage is caused to the said Building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.

(iv) Not to change the user of the said Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and not to cover or construct any thing on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.

(v) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building in which the said Flat is situated and shall keep the portion, sewers, drains pipes in the said Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Building in which the said Flat is situated and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Pardis or other structural changes in the said Flat without the prior written permission of APPL/ICM/NPPL and/or the said Organization.

(vi) To maintain, at the Purchaser's own cost, in good tenantable repair and condition from the date of possession of the said Flat is taken and shall not do or suffer to be done anything in or to the said Building, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said Flat itself or any part thereof;

(vii) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building and not to cover/enclose the planters and service ducts or any of the projections from the said Flat or within the said Flat, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Flat without the prior written permission of NPPL, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the said Building or do any act to affect the F.S.I. potential of the said Property.

(viii) Not to shift windows of the said Flat and/or carry out any changes in the said Flat so as to increase the area of the said Flat and/or put any grill which would affect the elevation of the said Building and/or carryout any unauthorized construction in the said Flat. In the event if any such change is carried out, the Purchaser shall remove the same within 24 hours of notice in that regard from NPPL/ the Organization .

In the event if the Purchaser fails to remove the same within the period of 24 hours, then NPPL shall be entitled to enter upon the said Flat and remove such unauthorized construction and the Purchaser hereby agrees and undertakes not to raise any objection for the same and/or demand any damages for the same from NPPL/Organization.

(ix) Not to install a window Air-conditioner within or outside the said Flat. If found that the Purchaser has affixed a window air conditioner or the outdoor condensing unit which projects outside the said Flat, the Purchaser shall be required to remove the same upon being called upon by APPL/ICM/NPPL to do so.

(x) The Purchaser/s shall not dry clothes in any area visible on the outside. The Purchaser/s shall not place, keep or install exhaust fan or any other devices in deck area (if any), and further, the Purchaser/s shall do not do any act that spoils the externalelevation of the said Building in which the said Flat is situated;

(xi) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the said Building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

(xii) Not to delay / default in payment of the amounts to be paid to NPPLin addition to the amounts collected in Clauses34, 39 and 41 to 43above and pay within 10 days of demand by NPPL, his/her/their share of security deposit demanded by any concerned local authority or government, M.C.G.M. for giving water, or any electric supply company for giving electricity or any other service connection to the said Building.

(xiii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Flat by the Purchaser/s viz. user for any purposes other than purpose for which the same is allotted;

(xiv) Not to delay / default in payment of increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time.

(xv) Not to transfer or assign the Purchaser's right, interest or benefit under this Agreement and / or let, sub let, sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave and licence, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Flat until all the payments whether due or not but payable by the Purchaser to NPPL under this Agreement or otherwise under any law are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtained the prior written permission of NPPL or the said Organization as the case may be, along with payment of the charges to NPPLor the said Organization,as the case may be and also on the intending Transferee undertaking to observe and perform and carry out the terms and conditions as may be imposed in that behalf. Such consent shall be at the discretion of NPPLand upon such terms and conditions as stipulated therein.

(xvi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat into the compound or the refuge floor or any portion of the said Property and the said Building;

(xvii) Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc in or upon the said Flat, said Building or the said Property or any part thereof or do anything which shall cause any annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to NPPL.

(xviii) Not to store anything in the refuge floor nor store any goods in the said Flat which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building and in case any damage is caused to the said Building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.

(xix) Not to change the user of the said Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.

(xx) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building in which the said Flat is situated and shall keep the portion, sewers, drains pipes in the said Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Building in which the said Flat is situated and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Pardis or other structural changes in the said Flat without the prior written permission of NPPL and/or the said Organisation.

(xxi) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Flat and/or the said Building nor litter or permit any littering in the common areas in or around the said Flat and/or the said Building and at the Purchaser's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Flat and/or the said Building to the requirement and satisfaction of APPL/ICM/NPPL and/or relevant government and statutory authorities;

(xxii) Shall either by himself/herself/themselves or any person claiming by / through / from the Purchaser not do anything which may or is likely to endanger or damage the said Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Building;

(xxiii) Shall not display at any place in the said Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common areas therein or in any other place or on the window, doors and corridors of the said Building;

(xxiv) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building or the exterior wall of the said Flat or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Purchaser in such places only as shall have been previously approved in writing by NPPL in accordance with and in such manner, position and standard design laid down by NPPL;

(xxv) Not to use the open places, terrace, stilt/podium (if any) in the said Building or compound or common areas thereof or in the said Project elsewhere for killing of animals and/or birds or in public view or otherwise or to offend religious feelings of other communities;

(xxvi) Not to park at any other place and shall park all vehicles in the allotted/ designated parking spaces only as may be earmarked and prescribed by NPPL and subsequently ratified by the Organisation;

(xxvii) Shall cause the said Organisation to paint the said Building at least once in every five years maintaining the original colour scheme even after the conveyance/lease is executed in favour of the said Organisation.

(xxviii) Not to any time demand partition of the said Building and/or said Property etc. and/or his/her/their interest, if any.

(xxix) Shall not violate and shall abide by all rules and regulations framed by NPPL or by the said Organisation, for the purpose of maintenance and up-keep of the said Buildingand in connection with any interior / civil works that the Purchaser may carry out in the said Flat.

(xxx) Shall not violate and shall observe and perform all the rules, regulations and bye-laws which the said Organisation may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the flats therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the said Organisation regarding the occupation and use of the said Flat in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement

(xxxi) Shall not do or permit or suffer to be done anything in or upon the said Flat or any part of the said Building which is or may, or which in the opinion of APPL/ICM/NPPL is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining flats or the neighbourhood.Provided always that APPL/ICM/NPPL shall not be responsible to the Purchaser for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining flats of the said Building and the Purchaser shall not hold APPL/ICM/NPPL so liable.

(xxxii) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Flat or in or on the common stairways, refuge areas, corridors and passageways in and of the said Building

(xxxiii) Shall never in any manner encloseany flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Flat and keep the same unenclosed at all times. APPL/ICM/NPPL shall have the right to inspect the said Flat and the additional areas at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser and also to recover costs incurred for such demolition and reinstatement of the said Flat and the additional area to its original state.

(xxxiv) Notwithstanding anything contrary hereto and without prejudice to all other rights that APPL/ICM/NPPL may have against the Purchaser either under thisAgreement or otherwise, breach of clauses iv&v stated herein shall cause this Agreement to ipso facto come to an endand the consequences of termination as stated in clause 58shall follow.

(xxxv) The Purchaser hereby agrees and undertakes that, if the Purchaser and/or any of the person/s occupying the said Flat with the Purchaser or any servant or guest of the Purchaser commits default of either or any or all of the aforesaid sub-clauses (save and except iv & v),then the Purchaser upon receipt of cure notice shall be liable toimmediately rectify any damage and default immediately at his/her/their own cost and shall also be liable to pay to NPPLa penalty of Rs.25,000/- (Rupees Twenty Five Thousand only) on each such occasion on which the Purchaser or any person on his/her/their behalf commits default of this sub-clause and such enhanced amount as demanded in case of continuing default or failing to rectify the default despite receipt of notice. The aforesaid penalty/ies shall be payable by the Purchaser in addition to the cost of rectification for the default committed. In the event the Purchaser fails to pay the penalty and rectify the default at his/her/their own cost or reimburse the cost of rectification to the Purchaser within 15 daysof notice/intimation/demand then NPPLin addition to being entitled to recover the same alongwith penal interest, shall also be entitled to but not obligated to set right the default if possible and/orenter upon the said Flat and remove, undo and dismantle at the Purchaser's cost, any of the not so permitted act, deed or thing including any fixtures or grills or air conditioner or the outdoor condensing unit which are in contravention of this sub-clause or any other provision of this Agreement.

(xxxvi) Not to do any act, deed, matter or thing that may be violative of any of the terms and condition of any permission, sanction and approval obtained for the Project.

63. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flator of the said Property and the said Building or any part thereof.

64. NPPL shall have irrevocable, unconditional and unfettered right and be entitled to and the Purchaser shall permit NPPL and its surveyors and agents with or without workmen and others, at all times, to enter into and upon the said Flat to view and examine the state and conditions thereof.The Purchaser shall permit NPPL and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Flator any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said Building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the flatsin the said

Building in respect whereof the purchasers of such other flats, as the case may be, shall have made default in paying his share of taxes, maintenance charges etc.

65. In the event the Purchaser desires to sell, assign, transfer, gift, release, relinquish the said Flat,NPPLshall grant its NOC for transfer subject to prior payment of administrative fee / costsequivalent to 5% of the agreement value, at its discretion. It is expressly agreed between the parties that irrespective of whether transfer fee or administrative fees are payable the Purchaser has to obtain no objection and no dues certificate from NPPLprior to the transfer of the said Flat. The Purchaser shall, prior to such sale, have also obtained in writing from such proposed purchaser in favour of NPPLto the effect that for every subsequent sale or transfer of the said Flat or any part thereof, the said third party/ies shall pay to NPPLadministrative fees/transfer fees/charges. It is clarified that NPPLshall never be liable or required to pay or account for any transfer fees/charges and/or any amount, compensation whatsoever to the said Organisation for the sale or transfer of the unsold Flat in the said Buildingor the said Property even after the lease /conveyance with respect to the said Property is executed in favour of the said Organisation.

66. Notwithstanding anything contrary to any of the clauses contained herein or in any other letter, no objection, permissions, deeds, documents and writings (whether executed now or in future by NPPL) as also permission/no objections for mortgaging the said Flat or creating any charge or lien on the said Flat and notwithstanding the mortgages/charges/lien of or on the said Flat, NPPL shall have first and exclusive charge on the said Flat and all the right, title and interest of the Purchaser under this Agreement for recovery of any amount due and payable by the Purchaser to NPPL (under this Agreement) or otherwise.

67. The Purchaser hereby nominates Mr./Ms. ____________________________ ________________________ having his/her address at _______________ ____ who is ________________________ of the Purchaser as his / her / their nominee in respect of the said Flat. On the death of Purchaser, the said Mr./Mrs. ____________________________ ("**the saidNominee**") shall assume all the obligations of the Purchaser under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Purchaser shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned by informing NPPL about the same in writing. NPPLshall only recognize the said Nominee or the nominee substituted by

the Purchaser (only if such substitution has been intimated to NPPLin writing) and deal with him or her in all matters pertaining to the said Flat. The heirs and legal representatives of the Purchaser shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the said Nominee. NPPLshall at its discretion be entitled to insist on Probate/Succession Certificate/Letters of Administration and/or such other documents as NPPLmay deem fit, from such nominee. The nominee would be required to give a declaration-cum-indemnity / indemnity bond indemnifying NPPLas may be necessary and required by NPPL.

68. Notwithstanding anything contained herein, it is agreed between the parties hereto:

(i) that APPL/ICM/NPPL shall have irrevocable and unfettered right and be entitled, at any time hereafter, to mortgage, create, charge and other encumbrances and in respect of the said Property and/or the said Building and unsold flats therein and also the buildings to be constructed hereafter and its right, title and interest therein;

(ii) thatAPPL/ICM/NPPL shall have an irrevocable and unfettered right and be entitled, at any time hereafter to partition the said Building and the said Property as APPL/ICM/NPPL may deem fit and proper and the Purchaser shall have no objection to the same.

(iii) that the sample flat if any, constructed by NPPL and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of show casing the flats, and NPPL is not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities etc. as displayed in the said sample flat, other than as expressly agreed under this Agreement;

69. The Purchaser represents and warrants that:

(i) He is aware of the all terms and conditions on which the permissions issued in respect of the said Project are granted and further agrees and undertakes to abide by the same even after formation of the said Organisation.

(ii) He has not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;

(iii) no receiver and/or liquidator and/or official assignee or any person is appointed of the Purchaser or all or any of its assets and/or properties;

(iv) none of his/her/their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;

(v) no notice is received from the Government in India (either Central, State or Local) and/or from abroad for his involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him;

(vi) no execution or other similar process is issued and/or levied against himand/or against any of his assets and properties;

(vii) he is not of unsound mind and/or is not adjudged to be of unsound mind;

(viii) he has not compounded payment with his creditors;

(ix) he is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months;

(x) he is competent to contract and enter into this Agreement as per the prevailing Indian Laws;

70. NPPLconsiders the accuracy of the aforesaid representations and warranties to be an important and integral part of this agreement and hasexecuted this agreement in reliance of the same;

71. The Purchaser hereby agrees to indemnify and keep indemnified, saved, defended and harmless NPPLagainst any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by NPPLfrom or due to any breach by the Purchaser of his/her/their covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Purchaser in complying/performing his/her/their obligations under this Agreement.

72. The Agreement sets forth the entire agreement and understanding between the Purchaser and NPPLand supersedes, cancel and merges:-

a. All agreements, negotiations, commitments, writings between the Purchaser/s and NPPLprior to the date of execution of this agreement;

b. All the representation, warranties, commitments, etc made by NPPLin any documents, brochure, hoarding, etc. and /or through on any other medium;

c. NPPL shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by NPPLunder this Agreement;

73. No forbearance, indulgence or relaxation or inaction by APPL/ICM/NPPL at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

74. Any delay tolerated or indulgence shown by NPPL in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by NPPL shall not be construed as a waiver on the part ofNPPL of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of NPPL.

75. The Purchaser herein indemnifies and keeps NPPL indemnified against any claim, cost, expense, consequence due to breach of the terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, I.O.D., Commencement Certificate, U.L.C. Permission, N.O.C. terms and conditions, restrictions of and other sanctions, permissions, undertakings and affidavits etc. are given by NPPL.

76. Interpretation
In this Agreement where the context admits:

(i) any reference to any statute or statutory provision shall include:

(a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);

(b) such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

(ii) any reference to the singular shall include the plural and vice-versa;

(iii) any references to the masculine, the feminine and the neuter shall include each other;

(iv) any references to a “company” shall include a body corporate;

(v) the word “Business Day”would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed.

(vi) the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to Clauses, Sections and schedules are to Clauses, Sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the schedule in which the reference appears;

(vii) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;

(viii) the expression “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-Clause, paragraph or other provision) in which the expression occurs;

(ix) each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;

(x) in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;

(xi) "the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

(xii) references to a Person (or to a word importing a Person) shall be construed so as to include:

(a) an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality);

(b) that Person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement; and

(c) references to a Person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

(xiii) where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words;

77. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery

or by Fax, E-mail to the address of the addressee at his/her/their address hereinbefore mentioned

78. A notice shall be deemed to have been served as follows:

(i) if personally delivered, at the time of delivery.

(ii) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same.

79. For the purposes of this transaction, the details of the PAN of NPPL and PAN and email ID of the Purchaser are as follows:-

(i) NPPL's PAN :-**AABCN4968N**

(ii) Purchaser'sPAN:- ____________________________________

Purchaser's email ID:-__________________________________

80. The Purchaser shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Flatincluding on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's account.

81. The Purchaser confirms that the Purchaser has/have visited and has/have physically seen the said Property and is not entering into this Agreement on the basis of any advertisement or brochure or oral representation concerning the said Project or the said Building or the said Flat.

82. The Purchaser hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the said Property and the said Flatand has expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied has/have entered into this Agreement and further agrees not to challenge/raise any objection in regard to the same.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

<u>THE FIRST SCHEDULE ABOVE REFERRED TO</u>

<u>Firstly:</u>

APPL's Property

All that piece and parcel of land admeasuring 25032 square feet (equivalent to 2325.55 square meters), together with the building bearing Building No. 4A comprising of ground floor, admeasuring approximately 25032 square feet built-up area, standing thereon, being part and portion of the property bearing Old Survey No. 25(part), 26(part), New Survey No. 8 and bearing corresponding Old CTS No. 191, New CTS No. 191A/A, situate, lying and being at Saki Vihar Road, Powai, Mumbai 400 072 and Village Tungwa, Taluka Kurla, in the Registration District and Sub-district of Mumbai City and Mumbai Suburban

Secondly:

APL's Road Property

All those pieces and parcels of land consisting of (i) internal Road No. VI, (ii) part of internal Road No. V and (iii) portion of land above internal Road No. VI aggregately admeasuring 1496.22 sq. mtrs., all forming part of the property bearing Old Survey No. 25(part), 26(part), New Survey No. 8 and bearing corresponding Old CTS No. 191, New CTS No. 191A/A situate, lying and being at Saki Vihar Road, Powai, Mumbai 400 072 and Village Tungwa, Taluka Kurla, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban

Thirdly:

ICM's Developable Property

All that part of land admeasuring about 1778.63 square meters being part of the property being all that the piece and parcel of land bearing Old Survey No. 25(part), 26(part), New Survey No. 8 and bearing corresponding Old CTS No. 191, New CTS No. 191A/Asituate, lying and being at Saki Vihar Road, Mumbai 400 072 ad village Tungwa, Taluka Kurla, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban

THE SECONDSCHEDULE ABOVE REFERRED TO

Flat No.________ on _____________floor, of _________________ Wing, admeasuringabout _______________sq. ft. carpet area in the building "_______"to be constructed on the property described in the First Schedule hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO

common areas, amenities and facilities

1. Staircase and landing
2. Corridors
3. Main entrance Lobby with reception area
4. Lift, Lobby and Landings
5. Podium floors
6. Lifts
7. Ample Parking Space

THE FOURTH SCHEDULE ABOVE REFERRED TO

Standard fixtures, fittings and amenities to be provided in the said Flat

Sr. No.	Particulars
1.	Modular Kitchen
2.	Vitrified Tile Flooring
3.	Back-up Power with Generator/Inverter for Lift & Lobby
4.	Full Tiles in Bathrooms
5.	Granite Platforms with Stainless Steel Sink in Kitchen
6.	Premium Sanitary Ware & Bathroom Fittings
7.	Powder Coated Heavy Duty Aluminum Windows
8.	P.O.P Finish Walls
9.	Exterior Texture Paint Finish
10.	Modular Switches
11.	High Speed Elevators
12.	Video Phone with Intercom

SIGNED SEALED AND DELIVERED by)
the withinnamed **"NPPL"**)
Nathan Properties Pvt. Ltd through its)
director/Authorized)
Signatory_________________)

____

in the presence of…

1.

2.

SIGNED AND DELIVERED by the)
withinnamed "**Purchaser**")
____________________________________)
____________________________________)
In the presence of...)

____

Receipt

RECEIVED of and from the withinnamed	)	
Purchaser, the sum of **Rs._____________/-**	)	
(Rupees_____________________________	)	
_____________________________Only)	)	
towards instalments in _________ paid by	)	**Rs.__________________/-**
him/her/them to us, as within mentioned,	)	**We Say Received**

For Nathan Properties Pvt. Ltd

Director/Authorized Signatory

Witness:

1.

2.