DRAFT AGREEMENT TO SELL

This Agreement to Sell ("**Agreement**") is made at Mumbai this _____ day of _____, 20___;

**BETWEEN**

**M/s. PTR Universal**, a partnership Firm duly registered under the Indian Partnership Act and having its office at 406, 4th floor, La Magasin, New Podar School, S V Road, Santacruz (West) Mumbai 400054, through its Partner hereinafter referred to as the "DEVELOPER(S)" (which expression shall unless it be repugnant to the context or meaning thereof to be deemed to mean and include the said Partnership Firm and its Partners, their successors, representatives, legal heirs and assignees) **Party Of The First Part**;

**AND**

**Mr/Mrs/Miss/M/s**_____ residing / having its address at _____ and assessed to income tax under permanent account number (PAN) _____, hereinafter referred to as the "PURCHASER" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include a) in case of an Individual, such individual's heirs, executors, administrators and assigns; b) in case of a partnership firm, its partners for the time being, the survivors or the last survivor of them and legal heirs, executors, administrators or the permitted assigns of such last survivor of them; and c) in case of a Company or a body corporate or juristic entity, its successors and permitted assigns) **of the Other Part**.

The Developer and the Purchaser are hereinafter individually referred to as the "**Party**" and collectively referred to as the "**Parties**".

**WHEREAS:**

A. The Society Maheshwar Shikhar CHS LTD (hereinafter referred to as the said "**Society**") is the owner of and is absolutely seized and possessed of and otherwise well and sufficiently entitled to all the pieces and parcels of lands, hereditaments and premises on plot bearing Final Plot no. 29, Santacruz TPS IV, Junction of Jain Derasar lane (previously known St. Andrew's Road) and Gujar lane, Santacruz (West), Mumbai – 400 054, bearing CTS no.G/231, admeasuring 864.6 square meters, 1034 square yards village : Bandra – G, Taluka Andheri, Mumbai Suburban District

hereinafter referred to as the ("**said Property**"). The said Property is more appropriately described in Schedule 'A'

B. By an Agreement for Redevelopment dated 15.12.2016 the said Society and its Members did grant unto the Developer the full, complete, irrevocable and exclusive development/redevelopment rights powers and authority in respect of the property more appropriately described therein. As per the terms of the said Agreement for Redevelopment dated 15.12.2016 the Developer had to provide to the members flats in the new building free of cost together with other benefits as set out in the Agreement for Redevelopment dated 15.12.2016.

C. Agreement for Redevelopment dated 15.12.2016 were also entitled to free sale flats and car parking and other areas and have the right to sell or alienate or otherwise deal with the same subject to the members being given their flats and other benefits as stipulated in the Agreement for Redevelopment dated 15.12.2016.

D. The Developers as per the The Developers had engaged the services of architects and structural engineers for the preparation of the design and drawings in respect of the Building and the construction of the Building was carried out under the professional supervision of the said architects and structural engineers as required under the bye-laws of the local authorities and any statutory provision.

E. The Developer has complied with the terms and conditions of the said development Agreement dated 15.12.2016 and completed the construction of the new building and received Commencement Certificate in respect of the building as per the terms agreed in the said Development Agreement and has handed over possession of the said flats to the members of the Society together with all other benefits for which they are entitled.

F. The Developers are entitled to sell and or dispose off all the Free Sale component flats/areas as enumerated in the abovementioned Redevelopment agreement.

G. The chain of title of the Developers to the said Property is at Annexure A (Title Report).

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H. The Developers have obtained the Commencement Certificate bearing file number CHE/WS/2077/H/W/337 (New), and thereby completed all its obligations as per the Redevelopment Agreement.

I. The Purchaser has applied to the Developers for allotment of the Unit (as defined herein) in the Building.

J. A copy of the floor plan in respect to the said Unit is hereto annexed and marked as Annexure D

K. Relying upon the said application and the representations, declarations and assurances made by the Purchaser to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Developers has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Developers the Unit at the consideration and on the terms and conditions hereinafter appearing.

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

**1. DEFINITIONS**

1.1. "Agreement" shall mean this Agreement together with the schedules and annexures hereto and any other deed and / or document(s) executed in pursuance thereof.

1.2. "Agreement for Redevelopment" shall mean the Development Agreement dated 15.12.2016 , referred to hereinabove.

1.3. "Applicable Law" shall mean, in respect of any relevant jurisdiction, any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on the date of this Agreement or thereafter and in each case as amended or modified.

1.4. "Approvals" shall mean and include all licenses, permits, approvals, sanctions, consents obtained / to be obtained from or granted / to be granted by any competent Authorities in connection with the Project / Building / Unit and / or the development thereof.

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1.5. "Authority" shall mean (i) any nation or government or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal or arbitrator.

1.6. "Building" shall unless it be repugnant to the context and the meaning thereof mean the building constructed on the said property

1.7. "Building Conveyance" shall mean the conveyance of the said property which is in favour of the said Maheshwar Shikhar Co-operative Housing Society.

1.8. "CAM Charges shall mean the Building common area maintenance charges payable by the Purchaser inter alia for the maintenance of the Unit / Building

1.9. "CAM Commencement Date" shall mean the day from which the Purchaser will be required to pay CAM Charges and will be the first day of the month commencing after the Date of Offer of Possession regardless of whether the Purchaser takes possession of the Unit.

1.10. "Car Parking Spaces" shall mean a location where a 4-wheel passenger vehicle can be parked. Car Parking Spaces includes open / stilt / covered parking spaces and maybe located in the basement, car park (including multi-level car park)

1.11. "Carpet Area" shall mean the usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, open terrace area (and as defined under RERA). Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances including column offsets and projections In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area

1.12. "Cheque Bouncing Charges" shall mean the charges payable by either Party to this Agreement on account of a cheque issued pursuant to this

Agreement is not honoured for any reason whatsoever including 'insufficient funds', 'stop payment' or 'account closed' and shall mean an amount equivalent to of 2.5 (two point five) per cent of the value of the cheque in question. If the amount of the said cheque and the cheque bouncing charges thereto are not paid within a period of 30 days from the date the cheque is not cleared in the first instance, the Cheque Bouncing Charges shall increase to 5 (five) per cent of the value of the cheque issued.

1.13. "Common Areas and Amenities" shall mean a) areas covered under the external and internal walls and pardis b) Lift machine room, watchman cabin , servant toilet (if any) c) Staircases, lobbies, passages and landings, canopies, lift shafts, common terrace (excluding the pocket/attached terraces abutting individual flat(s) Common amenities shall include d) Overhead and underground tanks for water storage and water pipes, water meter, pump room with pumps and accessories e) Drainage and sewerage line including chambers, manholes, cover etc. f) Storm water drains ,rain water harvesting system (if any) g) Electrical common load wiring, starters /switches and all common wirings, fixtures and fittings common cable and internet connection CC TV etc. h) Common light in staircases, landings, gates , compound i) Compound gate/s. j) Common compound walls. k) Lifts l) Fire fighting systems and equipment fire fighting systems, building elevation lights, electrical and fire panels m) Fully equipped Gym n) Society Office and o) Refuge area;

1.14. "Free Sale Areas" shall mean the flats and areas which remain after the members of the Society are allotted flats as per the terms of the Development agreement and Permanent alternate accommodation and to which the Developers have absolute right to sell and/or alienate and shall include parking areas, open terraces and/or exclusive terraces;

1.15. "Developers Notice of Termination" shall have the meaning ascribed to it in Clause 10.2

1.16. "Confidential Information" shall have the meaning ascribed to it in Clause 24

1.17. "Date of Offer of Possession" or "DOP" shall mean the date on which the Developers, by written intimation, makes the Unit available to the Purchaser along with the OC in respect of the Unit;

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1.18. "Direct Tax" or "Direct Taxes" shall mean income tax, corporate tax, or similar tax or levy, wherever and whenever charged, levied or imposed together with any interest and penalties in relation thereto.

1.19. "Force Majeure" shall mean an event of flood, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project.

1.20. "Indirect Tax" or "Indirect Taxes" means goods and services tax, service tax, value added tax, sales tax, stamp duty, customs and import duties, levy, impost, octroi, and, or, duty of any nature whatsoever, whenever imposed and, or, levied, by any Authority, together with any interest and penalties in relation thereto, excluding any Direct Tax.

1.21. "Interest" shall mean simple interest at State Bank of India's (SBI) highest Marginal Cost of Lending Rate (MCLR) + 2 per cent per annum. The MCLR shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.

1.22. "Liquidated Damages" shall mean an amount equivalent to 10 per cent of the Total Consideration

1.23. "OC" shall have the meaning ascribed to it in Clause 9.3below

1.24. "Project" shall mean the project bearing Commencement Certificate Number CHE/WS/2077/H/W/337 (New) and Registered with RERA number being _____ as stated in Schedule A (Unit and Project Details).

1.25. "Purchaser Notice of Termination" shall have the meaning ascribed to it in Clause10.3 below.

1.26. "RERA" shall mean the Real Estate (Regulation and Development) Act 2016 and the rules framed by the relevant State Government thereto and any amendments to the Act or the rules. 1.27. "Society" shall mean the Maheshwar Shikhar CHS Ltd

1.28. "Service Providers" shall have the meaning ascribed to it in Clause 14.5below.

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1.29. "Structural Defects" shall mean any defect related to the RCC, walls, chajjas and the entire load bearing structure of the Building.

1.30. "Transfer" shall mean the sale, transfer, assignment, directly or indirectly, to any third party of: a) the Unit or any part of the right, title or interest therein; and, or, b) the benefit of this Agreement; and, or, c) in case the Purchaser is a Developers, directly or indirectly, the change in (i) control and, or, management; and, or, (ii) shareholding constituting more than 25 per cent of the voting rights and, or, economic interest; d) in case the Purchaser is a partnership firm or limited liability partnership, the change in constitution thereof. The term "Transfer" shall be construed liberally. It is however, clarified that Transfer in favour of: (i) a Relative (as defined under the Companies Act, 2013); or (ii) a holding / subsidiary Developers (subject to Sub-Clause (c)(ii) above) shall not constitute a Transfer of the Unit.

1.31. "Total Consideration" shall mean the _____ amounts payable / agreed to be paid by the Purchaser for purchase of Unit and will be the aggregate of the Consideration Value set out at Schedule A (Unit and Project Details, and all Indirect Taxes thereto, as well as any changes in Consideration Value as per the terms of clause 4.1

1.32. "Unit" shall mean the unit in the Building with the Carpet Area ( as defined under RERA ) as specified at Schedule A (Unit and Project Details) and floor plan thereto (with unit shaded) annexed hereto as Schedule B (Floor Plan).

2. RULES FOR INTERPRETATION

2.1. All references in this Agreement to statutory provisions shall be construed as meaning and including references to: a) Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force; b) All statutory instruments or orders made pursuant to a statutory provision; and c) Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.

2.2. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.

2.3. Headings to Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the schedules, and shall be ignored in construing the same.

2.4. References to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.

2.5. Reference to days, months and years are to Gregorian days, months and calendar years respectively.

2.6. Any reference to the words "hereof", "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.

2.7. The words "include" and "including" are to be construed without limitation

2.8. Any reference to the masculine, the feminine and the neutral shall include each other.

2.9. 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 working day, then the period shall include the next following working day.

2.10. The Purchaser confirms and warrants that the Liquidated Damages is a genuine / pre-estimate of the loss or damage that is likely to be suffered by the Developers on account of breach of the terms of this Agreement by the Purchaser. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Developers, the ability or inability of the Developers to resell the Unit, among others. The Purchaser waives his right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.

2.11. All amounts stated herein are exclusive of Taxes, including but not limited to GST, stamp duty, and all such Taxes, as maybe applicable from time to time, shall be borne and paid by the Purchaser separately, immediately upon the same being demanded by the Developers as per Applicable Law. 2.12. The recitals above shall form part and parcel of this Agreement and shall be read in conjunction with this Agreement.

3. DISCLOSURES AND TITLE

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3.1. The Purchaser hereby declares and confirms that prior to the execution of this Agreement: i. the Developers has made full and complete disclosure of its title to the said Property ii. he has taken inspection of all the relevant documents; and iii. he has, in relation to the Unit / Building / Larger Property, satisfied himself of inter alia the following: a) Nature of the Developers' right, title and encumbrances, if any; b) The Approvals c) The drawings, plans and specifications; d) Nature and particulars of fixtures, fittings and amenities.

3.2. The Purchaser confirms that the Purchaser has entered into this Agreement out of his own free will and without any coercion, and after reviewing and understanding a draft of this Agreement. The Purchaser has obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of the obligations and rights under this Agreement and the Applicable Law governing the same.

4. AGREEMENT TO SELL AND CONSIDERATION

4.1. The Purchaser hereby agrees to purchase / acquire from the Developer and the Developer hereby agrees to sell to the Purchaser, the Unit in the Building being ____BHK residential flat, No._____, Floor _____, admeasuring about _____sq.ft. Carpet area (as defined under RERA); of New Building known as "Shikhar Co-Operative Housing Society Ltd" as per the plan approved by MCGM more specifically described in Schedule A (Unit and Project Details) and floor plan thereto (with unit shaded) annexed hereto as Schedule B (Floor Plan). for the Total Consideration of Rs _____ in the table set out in clause 4.3 below and subject to the terms and conditions mentioned herein.

4.2. The Total Consideration shall remain fixed as stated above, save and except for proportionate share (in ratio of Carpet Area) of any increase in costs / charges levied by any Authority,

4.3. The Total Consideration shall be paid by the Purchaser to the Developers from time to time in the manner more particularly described herein below, time being of the essence of this Payment Schedule.

| Sr. No. | Stage of Payment | Percentage to be paid | Instalment Amount | Balance Amount |
|---|---|---|---|---|
| 1 | Advance Paid | | | |
| 2 | Upon execution of this Agreement | | | |
| 3 | Upon Plinth | | | |

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| | | | | |
|---|---|---|---|---|
| 4 | Upon slab of 1st Floor | | | |
| 5 | Upon Slab of 5th Floor | | | |
| 6 | Upon possession | | | |

4.4. Payment shall be deemed to have been made when credit is received for the same by the Developer in its account.

4.5. The Purchaser agrees and understands that Developer has agreed to sell the Unit to the Purchaser on the specific assurance of the Purchaser that the Purchaser: a) Shall make payment of the Total Consideration as per the timelines set out in Clause 4.3 above, without any delay or demur for any reason whatsoever; b) Shall observe all the covenants, obligations and restrictions stated in this Agreement; and c) Confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a breach of the terms of this Agreement by the Purchaser.

4.6. It is clarified and the Purchaser accords his irrevocable consent to the Developer to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner: a) Firstly, towards the Cheque Bouncing Charges in case of dishonour of any cheque issued by the Purchaser; b) Secondly, towards Interest due as on the date of payment; c) Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and Taxes payable in respect of the Unit incurred by the Developers on account of delay in payment by the Purchaser and consequential actions required to be taken by the Developers; and d) Fourthly, towards outstanding dues including Total Consideration in respect of the Unit or under the Agreement. Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to appropriation / application of the payments made hereunder shall be valid or binding upon the Developers. 4.7. In case of the dishonor of any cheque, the Cheque Bouncing Charges will be payable by the Party which issued the cheque in question.

5. CONSTRUCTION AND DEVELOPMENT

5.1. The Developers have constructed the Building strictly in accordance with the Approvals and or, plans and amendments thereto as approved by the relevant Authorities and obtained Commencement Certificate bearing number CHE/WS/2077/H/W/337 (New) from the Municipal Corporation of Greater Mumbai.

6. LOANS AGAINST THE UNIT

6.1. The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Purchaser in connection with the payments to be made pursuant to this Agreement (Loan) and any mortgage created or to be created over the Unit in connection with such Loan (which requires the prior written consent of the Developers), the Purchaser shall remain solely and wholly responsible for the timely payment of the Total Consideration or the part thereof and / or any other the amounts payable hereunder.

6.2. The Parties further agree that the Developers shall not in any way be liable or responsible for the repayment of the Loan taken by the Purchaser. All costs in connection with the procurement of the Loan and creation of a mortgage over Unit and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Developers shall have first right and/or charge and/or a lien on the said Unit to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.

6.3. The Purchaser hereby expressly agrees that so long as the Loan and the Total Consideration remain unpaid / outstanding, the Purchaser subject to the terms hereof, shall not sell, Transfer, let out and / or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Developer and / or the relevant banks / financial institutions which have advanced the Loan. The Developer shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Purchaser to inform the Society and Developer about the lien / charge of such banks / financial institutions and the Developer shall not be liable or responsible for the same in any manner whatsoever.

6.4. The Purchaser indemnifies and hereby agrees to keep indemnified the Developer and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Developer and its successors and assigns may suffer or incur by reason of any action that any bank / financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the Loan.

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7. CAR PARKING

7.1. At the request of the Purchaser, the Developer hereby permits the Purchaser to use the number of Car Parking Spaces as set out in Schedule A and Annexure D (Unit and Project Details) hereto within the Project. The allocation of these spaces shall be at the sole discretion of the Developers and the Purchaser hereby agrees to the same. The Purchaser is aware that the Developers has in the like manner allocated / shall be allocating other car parking spaces to other purchasers of the units in the Building and in the Project and undertakes not to raise any objection in that regard and the rights of the Purchaser to raise any such objection shall be deemed to have been waived. The Purchaser hereby further warrants and confirms that the Purchaser shall, not either ask the Society or Developer to alter or change the allocation of Car Parking Spaces in the manner allocated by the Developers to the various purchasers (including the Purchaser herein) of the units in the Building and the Project.

8. REGISTRATION

8.1. It shall be the responsibility of the Purchaser to immediately, after the execution of this Agreement, at his own cost and expense, lodge the same for the registration with the relevant Sub-Registrar of Assurances. The Purchaser shall forthwith inform the Developer the serial number under which the Agreement is lodged so as to enable the representative of the Developer to attend the office of the Sub Registrar of Assurances and admit execution thereof. The Developer may extend assistance / co-operation for the registration of this Agreement, at the cost and expense of the Purchaser. However, the Developer shall not be responsible or liable for any delay or default in such registration.

9. POSSESSION

9.1. Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including the Total Consideration, the Developers shall provide the Unit to the Purchaser on or before the Date of Possession.

9.2. The Purchaser shall make full payment of all amounts payable under this Agreement within 15 (fifteen) days of the Developers intimating him, in writing, that the Unit is ready for possession ("Possession Demand Letter") and shall thereafter, take possession of the Unit. In the event the Purchaser fails and, or, neglects to take possession of the Unit within 1 (one) month from the date of the

Possession Demand Letter, the Purchaser shall be liable to pay demurrage charges to the Developers at the rate of INR 10/- per square foot of Carpet Area per month or part thereof from the expiry of the aforementioned 1 (one) month period till such time the Purchaser takes the possession of the Unit.

10. TERMINATION

10.1. This Agreement is not terminable under any circumstances, save and except the specific circumstances stated below. Both Parties have entered into this Agreement, knowing fully well that the Total Consideration of the Unit may change (increase or decrease) in accordance with the provisions of this Agreement and both Parties confirm that they shall not seek to terminate this Agreement, under any pretext or guise, in order to benefit from and, or, escape from the impact of any change of the market conditions or otherwise which may impact the Total Consideration.

10.2. Developers shall have right to terminate this Agreement only in the following circumstances: a) Non-Payment: If the Purchaser is in default of any of his obligations under this Agreement, including (but not limited to) making payment of all due amounts as per Schedule of Payment set out in Clause 4.3 above (and Interest thereon, if any) within 14 (fourteen) days of the date of the demand letter, the Purchaser shall be deemed to be in default. In the event of such default, the Developer shall issue to the Purchaser notice of such default and the Purchaser shall be provided with a further period of 14 (fourteen) days from the date of such notice to cure the said default. In the event that the Purchaser fails to cure such default within 14 (fourteen) days from the date of notice of such default (or such default is not capable of being rectified), the Developer shall have the option to terminate this Agreement by sending a notice of termination by registered AD / speed post ("Developer’s Notice of Termination").

b) Attempt to Defame: The Purchaser agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project or the Developer or its representatives. In the event the Purchaser does or omits to do any such act, deed or thing then the Developer shall, without prejudice to any other rights or remedies available in law, have the option to the terminate this Agreement sending the Developer’s Notice of Termination.

10.4. Consequences of Termination and Payment of Refund Amount

10.4.1. On termination of this Agreement in accordance with the provisions in this Agreement the booking / allotment of the Unit shall stand immediately terminated and the Purchaser shall have no right whatsoever with respect to the Unit, save and except the right to receive the Refund Amount in accordance with terms of this Agreement

10.4.2. Pursuant to the termination of this Agreement, the Refund Amount shall be deemed to be due and payable to the Purchaser at the end of 12 months from the date of receipt of: (i) the Developers Notice of Termination by the Purchaser; or (ii) the Purchaser Notice of Termination by the Developers, as the case may be, and shall be paid by the Developers to the Purchaser only on the registration of a Deed of Cancellation of this Agreement.

11. DEFECT LIABILITY

11.1. If within a period of 36 months from the date of making available the said flat to the Purchaser for fit outs or such other minimum period as may be prescribed under the applicable laws, the Purchaser brings to the notice of the Developer in writing any major structural defect or defect in workmanship of the said flat or the material used thereon (wear and tear and misuse excluded), wherever possible, such defects (unless caused by or attributable to the Purchaser) shall be rectified by the Developer. Provided further, if any defect or damage is found to have been caused due to any changes or alterations carried out by the Purchaser or due to the negligent use, act or omission of the Purchaser or his agents, then the Developer shall not be liable for the same.

11.2. The Purchaser or himself/herself/themselves with intention to bind all persons into whomsoever hands the said residential flat premises may come, doth hereby covenant with the Developer as follows: a) To maintain the said premises at Purchaser’s own costs in good tenantable repair and condition from the date of possession of the said flat premises and shall not do or suffer to be done anything in or to the building in which the said residential flat premises is situated against the rules, regulations or bye-laws of concerned local authority and/or Co-operative Society or change/alter or make addition in or to the said flat or any part thereof without written consent of the Society and the MCGM. b) Not to store in the said flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of

the building in which the said premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the lifts, staircase, common passages or any other structures of the building in which the premises is situated, including entrance of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach and no liability shall be attributable to the Developer. c) To carry at his/her/their own costs all internal repairs to the said flat subject to MCGM approval and maintain the flat in the same conditions, set and order in which it was delivered by the Developer to the Purchaser and shall not do or suffer to be done anything in or to the building in which the said premises is situated or the said premises which may be against the rules and regulations and bye/laws of the concerned local authority or other public authority. d) Not to demolish or caused to be demolished the said flat or any part thereof, nor at any time make or caused to be made any addition or alterations of whatever nature in or to the said flat or any part thereof, nor any alterations in the elevation, the exterior walls of the flat and the building and outside colour scheme of the Building in which the said flat is situated and shall keep the said portion, sewers, drains, pipes in the said premises and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building in which the said flat is situated and shall not chisel or in any other manner damage the columns, beams, walls, slab or R.C.C., Pardis, external walls, chajjas or other structural members in the said premises without the prior written permission of the and/or the Society or the Developer. In case, on account of any alterations being carried out by the Purchaser in the said flat, there shall be any damage to the adjoining flat or to the flats situated below or above the said flat (inclusive of leakage of water and damage to the drains) the Purchaser shall at his own costs and expenses repair such damage (including recurrence of such damage) e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the Building in which the said flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance. f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound

or any portion of the said land and the building in which the said flat is situated. g) To exercise extreme care for not making undue noise even while using musical instruments, radios, television/s, amplifiers etc. which noise may disturb other members of the said Society, not to use public address system/s within the compound of the said Property and generally to actively assist in maintaining serenity and dignity in the said building; h) Not to make, under any circumstances, any changes temporary and/or permanent to the external facade of the said building projection open spaces by any means. Provision if any made for installation of air-conditioners and protruding "window type" air conditioners or protection grills may be installed. Painting of the external facade can't be altered except with the prior written consent of the said Society i) Further, the Purchaser shall not install wiring for electrical or telephone installation, television antenna etc. on the exterior of the said Building nor shall the Purchaser install any element and/or apparatus that shall protrude through the walls or the roof of the Building without prior written consent of the Society. j) To maintain necessary standard of hygiene and cleanliness not only within the said flat but even in the whole of the compound of the said Building so as to prevent breeding of mosquitoes, flies, cockroaches, bugs, white ants, lizards etc. in the said building and every part thereof and for the said purpose to carry out if necessary periodical anti-pest treatment to the said flat; k) Not to use or permit to be used the said flat or any part thereof for, any purpose other thawan the purpose for the time being permissible in this behalf, unless otherwise expressly permitted by the Developers in writing;

12. SET OFF / ADJUSTMENT

12.1. The Purchaser hereby grants to the Developer the unequivocal and irrevocable consent to recover / set off / adjust the amounts payable by the Purchaser to the Developer including the Total Consideration, Interest and / or Liquidated Damages against any other amounts payable by the Purchaser to the Developer or by the Developer to the Purchaser pursuant to this Agreement and in relation to the Unit. The Purchaser agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Purchaser, in that regard, shall be deemed to have been waived.

13. SOCIETY

13.1. The Purchaser along with other purchasers of units in the Building shall become members of the Society in respect of the Building. The Purchaser and other unit holders in the Building shall, execute the application for registration and other papers and documents necessary for the membership of the said Society within 3 months, from the date on which possession is offered to the Purchaser and the Purchaser undertakes to abide by the Bye laws and the rules made by the said Society from time to time;

13.2. It is clarified herein that the Conveyance of the said Property is already in the name of the said Society.

14. CAM CHARGES, MAINTENANCE RELATED AMOUNTS

14.1. The Purchaser is aware and agrees that the Building and maintenance and upkeep of the Common Areas and Amenities of the Building / Project shall be managed by the society commencing from the date on which the first free sale flat in the Building is offered for possession in consideration of reimbursement of all direct costs (including all manpower and overhead costs).

14.2. The costs related to the upkeep and maintenance of the Building / Project shall be to the account of and jointly borne by the relevant unit purchasers proportionate to the carpet area of each unit and are payable as set out at Clause 4.3above;

14.3. The CAM charges shall not include: (i) the cost associated with diesel (or any other fuel) consumption, water consumption and electricity / HVAC consumption within the Unit which shall be payable by the Purchaser on monthly basis based on actuals and (ii) Property Taxes. 14.4. For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from the CAM Commencement Date, regardless of whether the Purchaser takes such possession or not.

14.5. The Purchaser is aware that the Developers seeks to provide a superior quality of services and facilities for its residents and for such purpose, the Developers has / shall enter into agreements with various third parties / operators ("Service Providers") in relation to the operation of certain facilities / amenities which are located in constructed spaces that have not been counted in FSI (FSI Free Constructed Spaces) by the concerned authorities on account of such spaces so as to facilitate the recreation / comfort of the purchasers. The terms of such arrangements shall be binding on the Purchaser and the Society

15. PROPERTY TAXES AND LAND UNDER CONSTRUCTION REIMBURSEMENT CHARGES

15.1. Property Tax, as determined from time to time, shall be borne and paid by the Purchaser on and from the CAM Commencement Date, separately from any of other consideration / levy / charge / CAM Charges, development charges, legal charges etc. The said amount shall be paid by the Purchaser as and when demanded by the society and MCGM,.

16. INDIRECT TAXES AND LEVIES

16.1. The Purchaser agrees that all levies, charges, cess, Indirect Taxes, GST, assignments of any nature whatsoever (present or future) in respect of the Unit or otherwise shall be solely and exclusively borne and paid by the Purchaser. All Direct Taxes in respect of profit (if any) earned form the development and sale to the Purchaser of the Unit shall be borne by Developers.

17. INTEREST

17.1. The Purchaser agrees to pay to the Developers, Interest (as defined at Clause 1.21) on all the amounts including the Total Consideration or any part thereof payable by the Purchaser to the Developer under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Developer i.e. 14 (fourteen) days from the date the Developer raises demand for the payment of such instalment, till the date of realization of such payment. The Purchaser confirms that the payment of Interest by the Purchaser shall be without prejudice to the other rights and remedies of the Developer and shall not constitute a waiver of the same by the Developer, unless specifically provided by the Developer in writing.

18. PURCHASER’S COVENANTS

18.1. The Purchaser, for himself and with the intention to bring all persons into whosoever hands the Unit may come, hereby covenants and undertakes: a) To maintain the Unit at the Purchaser’s own cost in good tenantable repair and proper condition from the Date of Offer of Possession and shall not do or suffer to be done anything in or to the Building against the rules, regulations or byelaws of the Society or concerned local or any other Authority or change / alter or make addition in or to the Unit or the Building or any part thereof and shall: i. Not carry out any additions or alterations in the Unit and, or, Building which affect the

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structure, façade and / or services of the units / wing (including but not limited to not making any change or to alter the windows and / or grills provided by the Developers); ii. Not make any changes to the common area / lobby and structural changes in the Building; iii. Not relocate brick walls onto any location which does not have a beam to support the brick wall; iv. Not change the location of the plumbing or electrical lines (except internal extensions); v. Not change the location of the wet / waterproofed areas; vi. Not make any alteration in the elevation and outside color scheme of the Building; vii. Not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural elements in the Unit without the prior written permission of the Developers and / or the Society; viii. Not to put any wire, pipe, grill, plant, outside the windows of the Unit to inter alia dry any clothes or put any articles outside the Unit or the windows of the Unit or any storage in any area which is visible from the external facade of the Building, save and except the utility area (if applicable); and ix. Keep the sewers, drains pipes in the Unit and appurtenant thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the Building. b) The Purchaser shall not carry or cause to be carried heavy packages on upper floors which may damage or is likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building. In case any damage is caused to the Building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of such breach. c) The Purchaser shall not allow the Unit to be used for user different from the nature of the user that it is intended for use by the Developers i.e. residential units shall be used for residential use only. No residential unit shall be used for commercial use or use as guest house by whatsoever name. d) The Purchaser shall use the Car Parking Space only for purpose of parking the Purchaser’s own vehicles. e) The Purchaser shall ensure that the key common areas of the Building viz. entrance lobby, garden & play areas, temple (if applicable) are maintained to the highest standards with regular cleaning and maintenance. The Purchaser shall further ensure that refurnishing / major overhaul is done every 5 years, starting from Date of Offer of Possession. f) To pay to the Developer within 7 (seven) days of demand by the Developer its share of security deposit, if any demanded by concerned local authority or government for giving water, electricity or any other service connection to the Building in which the Unit is situated. g) To clear and pay increase in Taxes,

development charges, water charges, insurance and such other fees, levies, if any, which are imposed by any Authority, on account of change of user of the Unit by the Purchaser viz, user for any purposes other than for residential or otherwise. h) The Purchaser shall not sell, lease, let, sub-let, Transfer, assign or part with Purchaser's interest or benefit under this Agreement or part with the possession of the Unit till such time that all the amounts payable by the Purchaser are paid in full and the Purchaser is not in breach of any of the terms and conditions of this Agreement. Any sale / Transfer of the Unit after this time shall require written approval from the Society to ensure that the inherent nature of the society is not compromised by bringing in any member who does not subscribe to the guidelines and / or objectives of the Society. Any document for sale / Transfer / lease etc. which is entered into without obtaining written approval of the Society shall not be valid and not binding on the Developers. i) The Purchaser confirms that this Agreement is the binding arrangement between the Parties and overrides any other written and, or, oral understanding, including but not limited to the application form, allotment letter, brochure or electronic communication of any form. k) The Purchaser agrees and undertakes to not, in any manner, impede and to prevent, to the best of his ability, all other purchasers of units in the Building and, or, Project from impeding, the ability of the Developer or its representatives to enter into the Building and, or, the Project and, or, the Larger Property (or any part thereof) for the purposes of showing any unsold units to prospective purchasers or brokers and, or, showing the Building / Project to investors or other 3rd parties and, or, in general for any marketing, promotional, photographic or other legitimate purpose of the Developer. l) The Purchaser agrees and acknowledges (and the Purchaser shall cause the Society to agree and ratify) that the Developer shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and / or create any right, title or interest in the unsold units without any consent / no objection of any nature whatsoever in this regard from and payment of any transfer fees to the Society and such purchaser of such unsold unit/s shall deemed to be a member of the Society. Where consents and, or, permissions may be required from the Society pursuant to Applicable Law (illustratively, for electricity), the Purchaser shall cause the Society to issue such consents and, or, permissions forthwith on request. m) The Purchaser agrees and acknowledges that it shall forthwith not object to the admission of any new purchasers of units in the Building / Project. Further, it is hereby agreed that the purchaser / lessees / occupants of these

unsold unit/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the Common Areas and Amenities and facilities at par with any other members of the Society n) The Purchaser hereto agrees and acknowledges that at the time of handover to the Society, the Developer shall earmark certain parking spaces for use by such unsold units and the Purchaser hereby agrees and shall cause the Society to ensure that these car parking spaces are kept available for use by the purchasers / occupants of the unsold units. o) Upon and after handover of the management of the Building to the Society, the Society (and its members) will be responsible for fulfillment of all obligations and responsibilities in relation to approvals / permissions as may be required by the concerned Authorities from time to time. p) The Purchaser, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s) / modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition / sale / transfer of immovable properties in India, etc. and provide the Developers with such permission, approvals which would enable the Developers to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Purchaser understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for action under the FEMA as amended from time to time. The Developer accepts no responsibility / liability in this regard. The Purchaser shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment / remittances on behalf of any Purchaser and such third party shall not have any right in the application / allotment of the said Unit applied for herein in any way and the Developers shall be issuing the payment receipts in favour of the Purchaser only. The Developers hereby categorically state that all payments received by them from the

Purchaser under this agreement shall be paid in Indian Rupees only and from a local Indian account. The Developer shall not be responsible as regards to the source of the funds paid by the Purchaser. The Purchaser hereby categorically state and undertake that the source of all funds paid to the Developer under this Agreement are legal and accounted for with the all concerned authorities. q) The Purchaser is aware that various purchasers have chosen to buy unit(s) in the Project with the assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behavior. Similarly, the Developer has agreed to sell this Unit to the Purchaser on the premise that the Purchaser shall conduct himself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchasers in the project and/or the Developer and / or the development. Any Purchaser who indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement. The Purchaser undertakes to observe all other stipulations and rules which are provided herein in order to enable the Building / wing to be well maintained and enable all purchasers / members to enjoy the usage of these areas as originally designed.

19.MISCELLANEOUS

19.1. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Building, or Property or any part thereof.

19.2. All notices to be served on the Developers and / or the Purchaser shall be deemed to have been duly served if sent by Registered Post A.D. / Under Certification of Posting / standard mail or courier at the address set out at herein below. Electronic communication (e.g. Email) shall not be deemed to be valid form of communication, save and except in case of intimation of demand for payment installment being due and receipt for payment thereto. Notice to Developer Name: PTR Universal Address: 406, La Magasin, Near Podar School, S. V. Road, Santacruz (West), Mumbai 400054 Tel: 022 26059400 Email: info@rajpals.com Notice to Purchaser Name: Address: Phone: Email:

19.3. The Parties agree that unless a Party informs the other Party in writing about a change in address / email ID, the address / email ID available at the time of this Agreement shall be deemed to be the valid address / email ID for all communication.

20. DISPUTE RESOLUTION AND GOVERNING LAW

20.1. If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavor to resolve the same by mutual discussions and

20.2. If the dispute or difference cannot be resolved within a period of 7 (seven) days, from the notice by the aggrieved Party under Sub-Clause 20.1 above, then the dispute shall be referred to arbitration to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language and the venue and seat of the arbitration will be Mumbai. The arbitration shall be conducted by a sole arbitrator who shall be appointed by the Developers (Arbitrator).and who shall be an Advocate practicing in the High Court of Judicature at Bombay and/or a retired Judge of the Hon'ble Bombay High Court or the Supreme Court of India.

20.3. The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. The arbitral award may include costs, including reasonable attorney fees and disbursements. Judgment upon the award may be entered by the Courts in Mumbai.

20.4. This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.
20.5. This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

21. SEVERABILITY

21.1. If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under Applicable Law that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement and all other provisions of the Agreement shall survive.

21.2. The Parties shall negotiate in good faith to replace such unenforceable provisions so as to give effect nearest the provision being replaced, and that preserves the Party's commercial interests under this Agreement.

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22. WAIVER

22.1. Any delay tolerated or indulgence shown by the Developers in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of installment to the Purchaser by the Developers shall not be construed as waiver on the part of the Developers of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor the same shall in any manner prejudice or affect the rights of the Developers.

23. ENTIRE AGREEMENT

23.1. The Parties agree that the Agreement, schedules, annexures and exhibits and any amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Developers in any documents, brochures, advertisements, hoardings, etc. and / or through any other medium hereinbefore agreed upon between the Developers and the Purchaser which may in any manner be inconsistent with what is stated herein. This Agreement shall not be amended or modified except by a writing signed by both the Parties.

24. CONFIDENTIALITY

24.1. The Parties hereto agree that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof (Confidential Information) is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party without the prior written consent of the other Party. The confidentiality obligations under this Clause shall survive even after handing over of the Unit and is legally binding on the Parties and shall always be in full force and effect. 24.2. Either Party shall not make any public announcement regarding this Agreement without prior consent of the other Party. 24.3. Nothing contained hereinabove shall apply to any disclosure of Confidential Information if: (a) such disclosure is required by law or requested by any statutory or regulatory or judicial / quasi-judicial authority or recognized self-regulating organization or other recognized investment exchange having jurisdiction over the Parties; or (b) such disclosure is required in connection with

any litigation; or c. such information has entered the public domain other than by a breach of the Agreement.

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

SIGNED AND DELIVERED )

By the Developers within named )

PTR UNIVERSAL )

through the hands of )

Mr. _____ )

In the presence of )

1. _____ )

2. _____ )

SIGNED AND DELIVERED )

By the within named Purchaser )

Shri/Smt. _____ )

_____ )

In the presence of: )

1. _____ )

2. _____ )

Schedule A

(Description of Property)

Area admeasuring ___ square All that pieces and parcel of Final Plot no. 29, Santacruz TPS IV, Junction of Jain Derasar lane (previously known St. Andrew's Road) and Gujar lane, Santacruz (West), Mumbai – 400 054, bearing CTS no. G/231, admeasuring 864.6 square meters, 1034 square yards village : Bandra – G, Taluka Andheri, Mumbai Suburban District together with the structures standing thereon, as per Property Registered Card together with the existing

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building having 14 flats and Five garages, now popularly known as Maheshwar Shikhar standing thereon and bounded as follows:

Boundaries

On or towards East Final Plot 54, Sanjog Building

On or towards the South Vasant Villa CHS

On or towards the West by St. Andrews Road

On or towards North 7th Road, known as Gujjar Road

(Description of Unit)

____BHK residential flat No._____ admeasuring about _____sq.ft. Carpet area; on _____floor, of New Building known as "Maheshwar Shikhar Co-Operative Housing Society Ltd" as per the plan approved by MCGM.

(Description of Garage)

**Schedule B (Floor Plan) ANNEXURE A (Title Report) ANNEXURE B (PR Card) ANNEXURE C (Plans of layout as approved) ANNEXURE D (Specifications of Units as approved) ANNEXURE E (Amenities of Units) ANNEXURE F (Authentication of Copy of RERA Certificate)**

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PROVISIONAL ALLOTMENT LETTER

Date:

To,
Name
Address

Sub: Provisional Allotment Letter

Ref: Provisional Allotment of ____BHK Flat No. ___, on Floor No. __, in our project " **Shikhar Cooperative Housing Society**" Final Plot no. 29, Santacruz TPS IV, Junction of Jain Derasar lane (previously known St. Andrew's Road) and Gujar lane, Santacruz (West), Mumbai – 400 054

Sir/Madam

1. We have allotted you ____ BHK Flat No._____ on ___ Floor having an area of ____ sq. mtrs. carpet in our above referred Project for total consideration of Rs._____/- (Rupees _____ only);

2. We have already given you the inspection and you have independently inspected and verified the title deeds and all papers and documents and have fully satisfied yourself about our ownership qua the said Land and our entitlement to undertake development of the said Land and further our entitlement to sell the said Flat.

3. You are aware that we have received the permissions from the MCGM and other concerned authorities and have thus commenced construction of the Project and you confirm that you have made all necessary inquiries and investigation with regard to our entitlement to construct the proposed building on the said land. You have also perused all approvals including the sanctioned plans as well as the proposed plans and you have accepted the same in all respects.

4. We confirm that we have received Rs._____/- (Rupees _____only) as non-refundable earnest money towards the same with following details: Date: Cheque No.: Bank Name / Branch: Amount: You have to make the total payment of Rs._____/- (Rupees _____ only) as per the payment schedule.

5. In addition to the lumpsum consideration amount as stated above, you shall also be liable to pay to us the charges for the Apex body Corpus fund as demanded by the Society for formation and legal charges as maybe applicable and share application Rs. 25,000/- or as may be reasonably determined at the relevant time within a period of 15 (fifteen) days from our offering to put you in possession of the said Flat.

6. It is clarified that the said lumpsum amount agreed to be paid by you to us, towards acquiring the said Flat as mentioned above is excluding all taxes, duties, cesses including Goods and Service Tax, etc. and also any betterment charges/new levies/surcharges that may be imposed/levied (now or at any time hereafter) by the Government and/or any other authority ("Statutory Charges and Development Charges"); and the same shall be separately charged extra, as applicable, and shall be payable by you (over and above the Purchase Price) on or before the execution of the proposed Sale Agreement;

7. We shall be entitled to vary and modify the plans in respect of the construction of the Proposed Building as may be required by the concerned authority. Your only right is the ultimate allotment of the said Flat as stated herein above and to take possession thereof in the Proposed Building being constructed as stated hereinabove, subject to your complying with the terms and conditions as agreed upon between ourselves.

8. You agree to sign all applications, papers and documents and do all such acts, deeds and things as we may require for interest of the said Project.

Kindly note that, immediately after execution of the Agreement to Sell to be executed between us, the terms of the said Agreement to Sell shall supersede this Allotment Letter.

Thanking you

For PTR Universal

PARTNER.