AGREEMENT FOR SALE

This AGREEMENT FOR SALE ("**Agreement**") is made and entered into at **Mumbai** on this _____ day of _____ in the year Two Thousand Twenty-One ("**Effective Date**")**.**

BETWEEN

M/s PTR UNIVERSAL, a Partnership Firm having registration under the provisions of the Indian Partnership Act, 1932 having its registered office at 406 (4th Floor), LA Magasin, Near Poddar School, S.V. Road Santacruz (West), Mumbai 400054, hereinafter referred to as "**DEVELOPER**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to include their partners for the time being and from time to time constituting the partnership firm, the survivor/s of them and the heirs, executors and administrators of the last surviving partner and permitted assigns) of the **ONE PART**;

AND

_____, and hereinafter referred to as "**PURCHASER/S**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual/s his/her/their heirs, executors, administrators and permitted assigns/ in case of a partnership firm, the partners for the time being and from time to time constituting the partnership firm, the survivor/s of them and their heirs, executors and administrator of the last surviving partner and permitted assigns/ in case of a body corporate/company, its successors and permitted assigns/ in case of a Hindu Undivided Family, the Karta and the members for the time being and from time to time of the co-parceners and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and permitted assigns/ in case of trust, the trustee for the time being and from time to time of the trust and the survivor of them and the permitted assigns) of the **OTHER PART**.

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

WHEREAS

A. Under a Deed of Composition dated 29th November, 1953 executed between Mr. Chandulal Sarabhai Mody and Mr. Pravinchandra Hemchand Kapadia and others, Mr.

Chandulal Sarabhai Mody transferred a plot of land bearing Plot No. 55B of Town Planning Scheme and CTS No.G/231 of Revenue Village Danda, South Salsette Taluka, Bombay Suburban District in the Registration Sub-District of Bandra admeasuring 1034 Sq. Yards equivalent to 864.6 Sq. Mts. or thereabouts (as per the current Property Register Card) (hereinafter referred to as the said "**Plot**") more particularly described in **First Schedule** hereto.

B. Under an Indenture of Conveyance dated 5th January, 1978 executed between Mr. Pravinchandra Hemchand Kapadia and Mr. Trikamlal Chhotalal Shah, the surviving Trustees under the Deed of Composition dated 29th November, 1953 ("**Trustees**") and Mr. Suryakant Chandulal Mody, Ms. Bharati Chandulal Mody and Mr.Hasmukh Chandulal Mody ("**Vendors**") and Mr. Jasraj Ramji Patel, Mr. Premji Jasraj Patel and Mr. Prabhudas Jasraj Patel carrying on business in partnership under the firm name and style M/s. Maheshwar Construction Co., the Trustees and the Vendors sold and conveyed unto M/s. Maheshwar Construction Co. and M/s. Maheshwar Construction Co. purchased the said Plot.

C. The said Maheshwar Construction Co. constructed a building on the said Plot consisting of ground plus three upper floors comprising of 14 (fourteen) flats (hereinafter referred to as the "**Old Building**") and all flats were sold to various purchasers on ownership basis. The said Plot and the Old Building are hereinafter collectively referred to as "**the said Property**".

D. A Co-operative Housing Society knows as "Maheshwar Shikar Co-Operative Housing Society Limited" (hereinafter referred to as "**the said Society**") was formed in respect of the Old Building under Registration No. BOM/W-HW/HSG/(TC)/2482 on 3rd April, 1987.

E. Thereafter, the Society filed proceedings before the Deputy Registrar Co-Operative Societies for deemed conveyances under Section 11 of the Maharashtra Ownership of Flats Act, 1963 read with Rule 9 of the Maharashtra Ownerships Rules, for issuing a certificate of entitlement to the said Society to have a Unilateral Deemed Conveyance executed in its favour and the same was granted to the Society vide order dated 29th January, 2015 ("**Deemed Conveyance Order**"). A copy of the Deemed Conveyance Order dated 29th January 2015 is attached in **Annexure A** hereto.

F. Pursuant to the Deemed Conveyance Order, a Deed of Conveyance dated 8th June 2015 was registered with the Sub-Registrar Andheri-1 MSD under No.5131/2015 was executed by the District Deputy Registrar (3), Mumbai and the Competent Authority vide which the said Property was conveyed in favor of the Society. The Property Register Card pertaining to the said Property is annexed and hereto marked as **Annexure B**.

G. Since the Old Building was constructed in or around the year 1982, it was in a dilapidated condition and hence the Society considered it desirable to redevelop the said Old Building by appointing a Developer. For the said reason, the Society invited proposals for redevelopment from various builders/developers. After scrutinizing the offers received from builders/developers and after due deliberations and discussions, the Society in its Special General Body Meeting held on 18th January, 2015 selected the Developer herein for carrying out the redevelopment.

H. The Assistant Registrar of Co-Operative Societies, H-West, Mumbai has by his letter dated 21st February, 2015 confirmed the appointment of the Developer herein for the proposed redevelopment. A copy of the said order is annexed hereto and marked as **Annexure C.**

I. Thereafter, the Society accorded its approval to the Development Agreement and issued a Power of Attorney in the Special General Meeting held on 5th November 2016.

J. That the Society also executed an Irrevocable Power of Attorney dated 15th December 2016 thereby appointing Mr. Triloksingh P Rajpal and Mr. Rohit Rajpal, partners of the Developer as the lawful attorneys of the Society to do, perform and execute all acts, deeds, matters and things as mentioned therein. A copy of the said Irrevocable Power of Attorney is appended hereto and marked as **Annexure D.**

K. Thereafter, the Developer and the Society entered into a Development Agreement dated **15th December 2016** for the re-development of the Old Building.

L. That the Developer is required to construct one residential building comprising of ground + 2 podiums + eleven upper floors along with parking spaces (as specified under the Development Agreement therein) in the name and style of "**Shikhar**" (herein after referred to as "**the New Building**").

M. The Developer issued a letter dated 7th April 2017 bearing letter reference number 2197 along with the plans, specifications, and description of the proposed New Building to Municipal Corporation of Greater Mumbai ("**MCGM**") seeking approval of plans. Pursuant to the same, MCGM vide Memorandum dated 21st November 2017 issued the Intimation of Disapproval ("**IOD**") under Section 346 of the Municipal Corporation Act bearing reference number No. CHE/WS/2077/H/W/337(NEW) thereby enlisting conditions for approval of the plans.

N. Upon compliance, the Developer received the Commencement Certificate ("**C.C**") for the said New Building bearing reference no. CHE/WS/2077/H/W/337(NEW)/FCC/1/Amend on 19th January 2019 from the MCGM. A copy of the said Commencement Certificate is attached hereto and marked as **Annexure E**.

O. The Developers have registered the said New Building under the provisions of the Act with the Authority at Mumbai and has issued Certificate of Registration bearing registration no. P51800020732 dated 18th May 2020. The copy of the Certificate of Registration is annexed hereto and marked as **Annexure F.**

P. Thereafter, the Developers after completion of the said New Building has handed over all right, title and interest in said New Building to the Society.

Q.The Developer has provided the certificate of title issued by A and P Partners dated 01.03.2021 certifying title of the Developer and the Society to the said Plot along with the New Building and also provided inspection of the revenue records.

R. The Purchaser has/have demanded from the Developer and the Developer has given full, free and complete inspection to the Purchaser(s) of all the documents of title relating to the said Plot, the C.C. with respect to the said New Building and the said Flat being [●] prepared by the Developer's Architect and of such other documents as required under the Act made thereunder and the Purchaser/s has/have satisfied himself/herself/ themselves/itself about the same.

S. Accordingly, the Purchaser has offered to purchase the flat bearing no. [●] admeasuring [●] square meters ("**Flat**") of Carpet Area (in bare shell condition, prior to application of any finishes and materials) equivalent to [●] square feet thereabouts i.e. net usable floor area within the Flat which includes the areas of the balcony excluding the areas of walls,

internal staircase, internal lift lobby. The said Flat is more particularly defined in the **Second Schedule** along with layout plan at Annexure G. For an effective and complete use of the said Flat, the Developer has agreed to permit the Purchaser for use of [●] Covered no. of car parking space in podium of the New Building the exact location and the specific number shall be intimated to the Purchaser at the time of handing over possession of the said Flat to the Purchaser (hereinafter refer to as the "**Car Parking Space**").

T. That under Section 13 (1) of the said Act, the Developer is required to execute a written Agreement for sale of the said Flat to the Purchaser, being in fact these presents and to register the said Agreement under the Registration Act, 1908.

U. The Parties have desired that the terms, conditions, and stipulations as agreed between them regarding the said transfer of the Flat together with the right, title and interest to or in the Flat, be recorded in this Agreement being these presents as under.

NOW THESE PRESENTS WITNESSETH AND THE PARTIES HERETO AGREE, DECLARE AND CONFIRM BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. DEFINITIONS:

1.1 "Agreement" shall mean this Agreement for Sale and any and all schedules, annexures and exhibits attached to it or incorporated in it by reference, including any modifications made thereto by the Parties, which is evidenced in writing and signed by both Parties;

1.2 "Act" shall mean Real Estate (Regulation and Development) Act, 2016 or any amendment therein or re-enactment thereof for the time being in force or any other provisions of law applicable from time to time and the rules framed thereunder. Under the provisions contained in the Real Estate (Regulation and Development) Act;

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 / Flat and / or the development thereof;

1.5 **"Authority"** shall mean the Real Estate Regulatory Authority, Mumbai;

1.6 "**CAM Charges"** shall mean the Building common area maintenance charges payable by the Purchaser inter alia for the maintenance of the Flat / Building;

1.7 **"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 Flat;

1.8 **"Building"** shall unless it be repugnant to the context and the meaning thereof mean the building constructed on the said property;

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

1.10 **"Carpet Area"** hereinafter shall mean the net usable Floor area of a Flat, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive terrace area, but includes the area covered by the internal partition walls of the Flat; shall mean the usable area of the Flat including the area covered by the internal partition walls of the Flat 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;

1.11 "**Covered Car Parking Space**" means an enclosed or covered area as approved by the Competent Authority as per the applicable Development Control Regulations for parking of vehicles of the allottees which may be in basements and/or stilt and/or podium and/or

puzzle and/or space provided by mechanized parking arrangements but shall not include a garage.

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 honored 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"Commencement Certificate" shall mean the commencement certificate or the building permit, by whatever name called issued by the competent authority to allow or permit the Developer to begin development works on the immovable property as per the Sanctioned Plan;

1.14"**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) 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) Firefighting systems and equipment firefighting systems, building elevation lights, electrical and fire panels m) Fully equipped Gym n) Society Office and o) Refuge area;

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

1.16"**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;

1.17"**Development Agreement**" shall mean the Development Agreement dated 15.12.2016, referred to hereinabove;

1.18"**Development Works**" means the external development works and internal development works on the immovable property;

1.19"**Encumbrance**" means any mortgage, lien, charge, assignment by way of security, third party rights, claims, interest, restriction or limitation of any nature, whatsoever, including any covenant for restriction on use or transfer, any arrangement (for the purpose of, or which has the effect of, granting security), or any agreement, whether conditional or otherwise, to create any of the above,notices of acquisition or requisition, prohibitory or court orders, decree or attachment (either before or after judgment);

1.20"Force Majeure Event" shall mean happening of incidents of a nature so grave as affecting the regular development of the real estate project including but not limited to: a. Acts of God; b. any wars or hostilities invasions, acts of foreign enemies, rebellions, terrorism, revolutions, insurrections, military or usurped powers, or riots, commotions disorders, or munitions of war, explosive materials, ionizing radiation or contamination by radioactivity, or lockdowns, strikes, curfews, court orders or; c. natural catastrophes such as earthquakes, hurricanes, typhoons, volcanic activities, exceptionally adverse climatic conditions, flood, drought, fire, cyclone, epidemic, pandemic or any such natural disasters or; d. any disaster as becomes notified under the Disaster Management Act, 2005 of India.

1.21"**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;

1.22"**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;

1.23"**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;

1.24"**Liquidated Damages**" shall mean an amount equivalent to 10 per cent of the Total Consideration;

1.25"**New Building**" shall mean the new residential building constructed comprising of ground + 2 podium levels + eleven upper floors along with parking spaces (as specified under the Development Agreement) in the name and style of "**Shikhar**".

1.26"**Occupancy Certificate**" means the occupancy certificate, or such other certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity.

1.27"**Project**" shall mean the project registered with RERA bearing certificate number P51800020732 as stated in Schedule A (Flat and Project Details).

1.28"**Regulations**" means the regulations made by the Authority under the Act;

1.29"**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;

1.30"**Rules**" shall mean the rules made by the Authority under the Act;

1.31"**Sanctioned Plan**" means the site plan, building plan, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plan and includes structural designs, if applicable, permissions such as environment permission and such other permissions, which are approved by the competent authority prior to start of/ or during construction;

1.32"**Society**" shall mean the Maheshwar Shikhar Co-Operative Housing Society Ltd; registered under the Maharashtra Co-Operative Societies Act, 1960 bearing Registration No. BOM/W-HW/HSG/(TC)/2482.

1.33"**Structural Defects**" shall mean any defect related to the RCC, chajjas and the entire load bearing structure of the Building;

1.34"**Transfer**" shall mean the sale, transfer, assignment, directly or indirectly, to any third party of: a) the Flat 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 Flat;

1.35"**Total Consideration**" shall mean the total aggregate consideration amount for the Flat including the Car Parking Space, payable / agreed to be paid by the Purchaser for purchase of Flat and will be the aggregate of the Consideration Value set out at Clause 5, and all Indirect Taxes thereto, as well as any changes in Consideration Value as per the terms of Clause 5.

2. INTERPRETATION

In this Agreement, unless another intention is stated:

2.1 the recitals, Schedules and Annexures contained herein shall constitute an integral and operative part of this Agreement and shall be read and construed accordingly as an essential part of this Agreement.

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 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

2.9 The recitals above shall form part and parcel of this Agreement and shall be read in conjunction with this Agreement.

3. NEW FLAT

3.1 The Developer has constructed the said New Building on the said Plot in accordance with the Sanctioned Plans and approvals which have been seen, intimated, explained, understood and confirmed by the Purchaser.

3.2 The Developer has informed the Purchaser and the Purchaser is aware that, the Developer has submitted/intends to submit further plans, revised plans with respect to the Building modifying and/or altering the sanctioned plans, as the case may be.

3.3 The Developer hereby agrees subject to the terms and conditions herein to sell to the Purchaser and the Purchaser agrees to purchase and acquire from the Developer, on "ownership basis", the said Flat admeasuring [●] square meters of carpet area (in bare condition) equivalent to [●] square feet of carpet area or whereabouts (which is inclusive of the area of Balconies) on the [●]. The said Flat is more particularly defined in Second Schedule hereto and as shown in the Floor plan thereof hereto annexed as Annexure G. The nature, extent and description of the common areas, amenities and facilities in the New Building is more particularly listed out in Third Schedule hereto.

3.4 The Developer hereby has observed, performed, and complied with all the terms, conditions, stipulations, and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning of the plan and thereafter and before handing over of the possession of the said Flat to the Purchaser, obtain from local authority OC and C.C in respect of the said Flat.

3.5 Further, the Developer has informed the Purchaser/s and the Purchaser/s is/are aware that the Carpet Area mentioned in this Agreement is on the basis of unfinished internal wall surface, area under RCC Column and shear wall and other such structural members of the Flat and the Carpet Area of the said Flat shall include the plastering on the Wall, POP, if any, the areas under the wall and under RCC columns, shear walls and other structural members. . The Purchaser has conducted appropriate due diligence of the same and hereby agrees, declares, confirms, and undertake not to raise any objection, claim, dispute regarding such discrepancy in respect of the said Carpet Area.

3.6 The Developer have also informed the Purchaser/s categorically and the Purchaser/s has/ have agreed/ understood that all the Rules and Regulations governing the sale of Flat by the Developer and / or development of the said Plot by the Developer and this Agreement shall be governed by Rules and Regulations under the Act.

4. CAR PARKING SPACE

4.1 Acceding to the request of the Purchaser, the Developer also agrees to allot in favour of the Purchaser [●] number car parking (covered) spaces in the podium of the said New Building, the location of which will be finalized at the time of handing over possession of the said Flat to the Purchaser.

4.2 The Purchaser acknowledges that the said Flat and the Car Parking Spaces referred above, shall be held by the Purchaser as one composite Flat and the Purchaser shall not be entitled to transfer the use and enjoyment of any one without the other.

4.3 Further, that the Purchaser/ s is aware that the allocation of these spaces shall be at the sole discretion of the Developer and the Purchaser hereby agrees to not in the future raise any dispute about the suitability of the said Car Parking Space as constructed by the Developer.

4.4 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 Flats 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.

4.5 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 Flats in the Building and the Project.

5. CONSIDERATION AND MODE OF PAYMENT

5.1 The total aggregate consideration amount for the Flat including the Car Parking Space is Rs. [●]/- (Rupees [●] Only) ("Purchase Price").

5.2 The Total Consideration shall remain fixed as stated above, save and except for proportionate share as specified in Clause 32 (in ratio of Carpet Area) of any increase in costs / charges levied by any Authority.

5.3 Developer and the Purchaser/s (time being essence of the contract), the Purchaser/s has / have paid a sum of Rs. [●]/- (Rupees [●] Only) on or before the execution of these Agreement as earnest money towards the said Flat (the payment and receipt whereof the Developer do hereby admit and acknowledge and of and from the same discharge the Purchaser/s forever).

5.4 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:

i. Amount of Rs._ [●]/- (Indian Rupees _____ Only) (not exceeding 30% of the total Purchase Price) to be paid to the Developer after the execution of the Agreement.

ii. Amount of Rs. [●]/- (Indian Rupees _____ Only) (not exceeding 45% of the total Purchase Price) to be paid to the Developer on completion of the Plinth of the New Building in which the said Flat is located.

iii. Amount of Rs. [●]/- (Indian Rupees _____ Only) (not exceeding 70% of the total Purchase Price) to be paid to the Developer on completion of the slabs including podiums and stilts of the New Building in which the said Flat is located.

iv. Amount of Rs. [●]/- (Indian Rupees _____ Only) (not exceeding 75% of the total Purchase Price) to be paid to the Developer on completion of the walls, internal plaster, floorings doors and windows of the Flat.

v. Balance Amount of Rs. [●]/- (Indian Rupees _____ Only) against and at the time of handing over of the possession of the Flat to the Purchaser on or after receipt of OC.

5.5 The said total Purchase Price excludes Taxes [consisting of tax paid or payable by the Developer by way of GST or any other similar taxes which may be levied, in connection with the purchase of the said Flat payable in accordance with the rules, regulations and

notifications applicable at the relevant time] upto the date of handing over the possession of the said Flat.

5.5.1 In case of purchase before receipt of OC: If the flat is purchased before receipt of OC, any tax and/ or GST Liability arising by way of such transaction shall be borne by the Purchaser alone and the Developer shall in no way be accountable for the same, nor for any claims arising out of reverse charge mechanism under the GST Act. Further provided that in such case, the Purchaser shall thereby grant his accordance to the Developer to deduct such GST (or any other similar taxes excluding TDS) and deposit the same on the Purchaser's behalf with the competent authorities.

5.5.2 In case of purchase after receipt of OC: If the flat is purchased after receipt of OC, the GST on such transaction shall not be applicable to the Purchaser as per the present Goods and Service Tax Act, 2017.

5.6 Provided further that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser(s) to the Developer shall be increased/reduced based on such change / modification.

5.7 The above Purchase Price does not include various other charges, expenses more particularly mentioned in this Agreement in Clause 9 and 10 below and the same shall be paid by the Purchaser/s over and above the Purchase Price mentioned herein on their respective due dates.

5.8 The Developer shall periodically intimate to the Purchaser(s) the amount payable as stated in Clause 5.4 above and the Purchaser(s) shall make payment within 15 (fifteen) days from the date of such written intimation. In addition, the Developer shall provide to the Purchaser(s) the details of the taxes paid or demanded along with the acts / rules / notifications together with dates from which such taxes / levies etc. have been imposed or become effective.

5.9 Any payment/s made by the Purchaser to the Developer shall be first appropriated towards interest and the balance, if any, then towards the principal sums of the instalments of the said Purchase Price and/or any other outstanding dues. The balance amount(s) due and payable by the Purchaser under this Agreement, whether as instalments of Purchase Price or otherwise, shall continue to attract interest as agreed.

5.10 The right of the Developer to receive interest as aforesaid shall not entitle the Purchaser to delay the payment of any amounts payable in terms of this Agreement on their respective due dates, nor shall it amount to or be construed as a waiver on the part of the Developer of any of its rights, remedies and privileges in case of default in payment of any such amounts on their respective due dates in the agreed manner by the Purchaser.

5.11 The Purchaser agrees to pay to the Developers, Interest (as defined Clause 1.23) 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. 15 (fifteen) 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.

5.12 Notwithstanding anything herein contained or any other communication addressed by the Developer to the Purchaser/s either prior to or after the execution of this Agreement, the Developer shall have the first lien and charge on the said Flat agreed to be purchased by the Purchaser/s, in respect of any amount due and payable by the Purchaser/s to the Developer or otherwise under the terms and conditions of this Agreement.

5.13 Under no circumstances shall the Purchaser/s be entitled to possession of the said Flat unless and until all payments including interest if any required to be made under this Agreement by the Purchaser/s have been made under this Agreement by the Purchaser/s have been made to the Developer and other obligations, terms and conditions agreed by the Purchaser/s and mentioned in this Agreement are carried out fully by the Purchaser/s. Subject to the conditions herein contained, sale and transfer of the said Flat by the Developer in favour of the Purchaser/s shall be complete only after the Purchase Price along with any interest and/or all other amounts payable by the Purchaser/s in terms of this Agreement are paid in full by the Purchaser to the Developer and possession of the said Flat is offered by the Developer to the Purchaser/s.

5.14 The said total Purchase Price is mutually agreed and subject to such increases which are due to increase on account of development charges or any other charges, deposits, fees, etc. payable to the competent authority and/or any other increase in

Taxes, Charges, Cess which may be levied or imposed by the competent authority from time to time. The Developer agrees that while raising a demand on the Purchaser(s) for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser(s), which shall only be applicable on subsequent payments.

5.15 The Purchaser/s hereby agree/s, declare/s and confirm/s with the Developer that at the time of execution of this Agreement, the Purchaser/s shall deposit with the concerned authorities under Income Tax Department, the entire TDS presently applicable at [●]% of the total Purchase Price or such amount of TDS as shall be applicable from time to time and the Purchaser/s shall file the necessary return of such TDS with the Income Tax authorities within the stipulated period under the Income Tax Act, 1961 and shall also issue the TDS Certificate to the Developer within the stipulated period. Notwithstanding anything contained herein, it is specifically agreed by the Purchaser/s that the Purchaser/s shall be entitled to get the credit of the TDS deducted by him / her / them only if the Developer is entitled to get the credit from the Income Tax Department of such TDS amount paid by the Purchaser/s. In case, if there is any additional TDS required to be deducted (in addition to the TDS already deducted), then the Purchaser/s shall deduct the same as and when required under law and the conditions mentioned above in this Clause shall be applicable for the additional TDS so deducted.

6. MODE OF PAYMENT

6.1 The payment of all the above installments /payment towards the Purchase Price will be accepted by Cheque / Demand Draft / Pay Order / NEFT / RTGS Only and shall be payable as per the Payment schedule as mentioned in Clause 5.4. hereinabove.

6.2 The Cheque/s or Demand Draft or Pay Order should be drawn in favour of: "_____, with _____ Bank, _____ Branch" and shall be sent to Office of Developer at _____, either by Hand Delivery or by Registered A/D or by Courier (acknowledges due in all types of deliveries).

6.3 In case if the Purchaser/s has / have made the payment by NEFT or by RTGS, then immediately upon the Purchaser/s making such payment to the Developer's designated account, the Purchaser/s shall intimate to the Developer the UTR Number, bank details

and such other details as shall be required by the Developer to identify and acknowledge the receipt of the payment by the Developer.

6.4 In case, if the Developer desires to receive further payments of balance installments, favoring certain other Bank Account of the Developer, then and in that event, the Developer shall specifically mention the new bank account in the Installment demand letter that shall be addressed to the Purchaser/s.

6.5 Thereafter, the Purchaser/s shall himself / herself/ themselves or cause his/her/ their Financial Institute to draw the Cheque/s or Demand Draft or Pay Order favoring the said new Bank Account, a receipt of which is attached herein below in this Agreement.

7. LOANS AGAINST THE FLAT

7.1 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 Flat 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.

7.2 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 Flat 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 Flat to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.

7.3 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 Flat 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.

7.4 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.

8. TIMELY PAYMENT OF THE INSTALLMENTS

8.1 Time is the Essence of the Contract.

8.2 The Developer shall give a notice to the Purchaser/s intimating the Purchaser/s the amount of the installment or the balance amount payable by the Purchaser/s to the Developer in accordance with the Payment schedule as mentioned in Clause 5.4. hereinabove and within 15 days from the date of letter, the Purchaser/s shall pay the amount of the said installment or the balance amount to the Developer. The Purchaser/s will not hold the Developer responsible for delay in postal service or delay in receipt or non-receipt of the said Notice. The Purchaser confirms to make timely payments of the Purchase Price (installments thereto) as enumerated in this Agreement under Clause 5.4.

8.3 The Purchase hereby agrees and confirms that the timely payment of all the above installments and every other amount payable by the Purchaser/s under these presents to the Developer shall be the essence of this Agreement. Both the Developer and the Purchaser/s has / have mutually agreed that the Purchaser/s shall be liable and responsible to pay all the installments payable for the purchase of the said Flat and other charges payable under this Agreement on their respective due dates without committing any delay, defaulter demur.

8.4 The Developer shall not be responsible towards any third-party making payment/remittances on behalf of any Purchaser(s) and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Purchaser(s) only.

8.5 It is made clear by the Developer and the Purchaser(s) agrees that the said Flat shall be treated as a single indivisible Flat for all purposes. It is agreed that the Society is an independent, self-contained Society covering the said Plot and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser(s). It is clarified that Society's facilities and amenities shall be available only for use and enjoyment of the Purchaser (s) of the Society.

9. CAM CHARGES AND OTHER MAINTAINENCE AMOUNTS:

9.1 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.

9.2 The costs related to the upkeep and maintenance of the Building / Project shall be to the account of and jointly borne by the relevant Flat purchasers proportionate to the carpet area of each Flat as per Clause 32.

9.3 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 Flat which shall be payable by the Purchaser on monthly basis based on actuals and (ii) Property Taxes. 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.

9.4 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.

9.5 The terms of such arrangements shall be binding on the Purchaser and the Society.

10. OTHER CHARGES PAYABLE BY THE PURCHASER/S

10.1 The Purchaser/s shall be liable to bear and pay all taxes and other charges payable in respect of the said New Building, Plot and the Flat proportionally, from the date of the Agreement shall be liable to pay service charges and outgoings from the execution hereof.

10.2 The Purchaser/s hereby agree/s that in the event of any amount by way of premium or security deposit to the BMC or the State Government or to any other competent authority or betterment charges or development tax or security deposits for the purpose of giving water connection or any other tax or payment of similar nature becoming payable by the Developer, the same shall be reimbursed by the Purchaser/s to the Developer in proportion to the area of the said Flat agreed to be purchased by the Developer/s and in determining such amount the decision of the Developer shall be conclusive and binding upon the Purchaser/s.

10.3 In addition to the agreed Purchase Price, the Purchaser/s shall pay and bear all the following charges, deposits and expenses to the Developer as and when demanded:

i. Rs. [●] towards Water Connection & Charges levied by Adani Electricity & Deposit payable to the Public Authorities.
ii. Legal and document charges at the time of execution of this Agreement.
iii. Property Tax from the date of Agreement in respect of the said Flat.
iv. Stamp duty and registration charges on Flat. If any additional stamp duty is payable over and above the stamp duty on Flat, then the Purchaser/s shall be liable to pay the same.
v. Any other charges, taxes and expenses levied by the Government authorities.

10.4 The Purchaser agrees that all levies, charges, cess, Indirect Taxes, GST, assignments of any nature whatsoever (present or future) in respect of the Flat 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 Flat shall be borne by Developers.

10.5 That the Developer shall pay the insurance premium for the New Building for the 1st year and once possession is received, the Society shall reimburse the said premium to the Developer; in case the same is demanded by the Developer. Further agreed that subsequently, the Purchaser/s shall also pay his/her/their share of insurance premium to keep the building insured against loss or damage by fire and to get an Insurance Policy in a sum equivalent to the total Purchase Price of all the Flat, in the said New Building with a company to be approved by the Developer. All the moneys as and when received by

virtue of any such insurance shall be spent in rebuilding or repairing the Flat. Whenever the said damage for any reasons whatsoever, the Purchaser/s shall pay his/her/their proportionate share for reinstating or replacing the same and shall nevertheless continue to pay all the payments as no such destruction of damage has happened. The Purchaser/s shall pay his/her/their proportionate share of expenses for keeping the said building in good and substantial repairs and condition to the satisfaction. The Purchaser assures to pay the insurance premium at the time of entering into this Agreement and assures to pay the society thereafter.

10.6 It is understood by the Purchaser/s that whatever payments are made by the Developer to be further paid by the Purchaser/s in connection with or incidental to this Agreement or any other documents shall be reimbursed by the Purchaser/s to the Developer on demand.

10.7 Set off adjustment: 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 Flat. 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.

11. POSSESSION

11.1 Schedule for possession of the said Flat

11.1.1 The Developer agrees and understands that timely delivery of possession of the Flat is the essence of the Agreement. Subject to receipt of full Purchase Price and dues of the Developer and taxes thereon are paid by the Purchaser/s in respect of the said Flat, in terms of these presents, the Developer, based on the approved plans and specifications, assures to hand over possession of the said Flat on _____.

11.1.2 Provided that the Developer shall be entitled to reasonable extension of time as agreed by and between the Purchaser and the Developer for giving possession of the Flat on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further, if the completion of New Building in which the Flat is to be situated is delayed on account of –

i. Force Majeure.

ii. Extension of time for giving possession as may be permitted by the Act, for reason where actual work of said New Building could not be carried by the Developer as per sanctioned plan due to specific stay or injunction orders relating to the said Plot and/or New Building and/or Society from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

11.1.3 If, however, the completion of the New Building is delayed due to the Force Majeure conditions then the Purchaser agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the Agreement to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Developer to construct/ complete the New Building due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Purchaser the entire amount received by the Developer from the allotment within 30days from that date. After any refund of the money paid by the Purchaser, Purchaser agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

11.2 Schedule for possession of the Common amenities:-

11.2.1 The Developer herein is developing the said Plot which consists of various phases having common amenities like club house, landscape garden etc, the construction/development of the said common amenities will be completed in due course only after completion of construction of all the project phases on the said land. The Developer assures to hand over possession of the said common amenities on _____. The Purchaser/s herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said Flat on the ground of non-completion of aforesaid common amenities.

11.3 Procedure for taking possession:-

11.3.1 The Developer, upon obtaining the Occupancy Certificate from the local/competent/planning authority shall offer in writing to the Purchaser/s intimating that, the said Flat is ready for use and occupation ("Possession Demand Letter"). The Purchaser/s herein shall inspect the said Flat in all

respects to confirm that the same is in accordance with the terms and conditions of this Agreement, complete the payment of consideration/total price and dues to the Developer as per terms and conditions of this agreement and take the possession of the said Flat within 15 days from the date of Possession Demand Letter.

11.3.2 The Purchaser agree(s) to pay the maintenance charges as determined by the Developer/Society, as the case may be.

11.3.3 It shall be expressly agreed that wherever it is the responsibility of the Purchaser to apply and get necessary services the same shall not be undertaken by the Developer and the Purchaser shall be solely responsible for the same.

11.4Failure of Purchaser to take Possession of Flat:

11.4.1 Upon receiving a written intimation from the Developer as per Clause 11.3, the Purchaser/s shall take possession of the Flat from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Flat to the Purchaser. In case the Purchaser fails or commits delay in taking possession of said Flat within the time provided in Clause 11.3, such 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 15 days period till such time the Purchaser takes the possession of the Flat.

11.4.2 Further, such Purchaser shall also make payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said Flat and the Developer shall not be liable for the maintenance, wear and tear of the said Flat.

12. POST POSSESSION OBLIGATIONS OF PURCHASER:

12.1 Purchaser himself/themselves with intention to bring all persons into whosoever hands the said Flat may come, doth hereby covenant with the Developer as follows:

i. To maintain the said Flat at Purchaser's own cost in good tenantable repair condition from the date of possession of the said Flat is taken and shall not do or suffered to be done anything in or to the Building or to the exterior or elevation of the Building in which the said Flat is situated, 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 Building in which the said Flat is situated and the said Flat itself or any part thereof.

ii. 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 Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the Building in which the said Flat is situated. In case any damage is caused to the Building in which the said Flat 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.

iii. To carry out at his own cost all internal repairs to the said Flat and maintain the said Flat in the same conditions, state and order in which it was delivered by the Developer to the Purchaser and shall not do or suffering to be done anything in or to the Building in which the said Flat is situated or the said Flat which may be given in the rules and regulations and bye-laws of the concerned local authority or other public authority.

iv. 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 of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the 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 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 cause damage to columns, beams, walls, slabs or RCC, pardis, external walls, chajjas or other structural components in the said Flat without the prior written permission of the Developer and/ or the said Society, as the case may be.

v. Not to do or permit to be done any act or thing which may tender void or voidable any insurance of the said 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.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Building in which the said Flat is situated.

vii. 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

viii. 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 viz. for any purposes other than IT use.

ix. Not put or place flowerpots, vases or any plantations outside the windows.

x. 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.

xi. 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.

xii. Not store any of their materials, belongings, and stocks in the open passage, refuge area/common area, floor lobby, terrace, fire rescue gallery, mid landings etc.

xiii. Not to use or permit to be used the said flat or any part thereof for, any purpose other than the purpose for the time being permissible in this behalf, unless otherwise expressly permitted by the Developers in writing.

xiv. The interior work or transportation of heavy household items shall be permitted only between 9.00 a.m. to 8.00 p.m. strictly.

xv. 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.

Developer **Purchaser**

12.2 Purchaser shall not let, sub-let transfer, assign or part with his/their interest or benefit obtained under this Agreement or part with the possession of the said Flat unless it has obtained a 'No Dues Certificate' letter from Developer. The Developer shall issue such Certificate if all the dues payable by the Purchaser to the Developer under this Agreement are fully paid up and 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 has requested in writing to the Developer. Any transaction of let, sub-let, transfer, assign, sale without obtaining 'No Due Certificate' from Developer shall be void-ab-initio. The Purchaser shall obtain such permission from said Society after the leasehold right of said Plot is conveyed to the said Society.

12.3 Purchase shall, for any sale / Transfer of the Flat after due possession and subject to (viii) above, 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.

12.4 With respect to the Society, the Purchaser shall:

i. Observe, perform and comply with all the byelaws, rules and regulations of the Society and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Flats therein as also observe and follow the Building rules, regulations and bye-laws for the time being, of the concerned local authority, the Government and other public bodies.

ii. The Purchaser shall also observe and follow all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses, or other out-goings in accordance with the terms of this Agreement.

iii. The Lift facility in this Society shall be used as per rules of the Co-operative Society which is formed for the management of said Society. It is to be economically used. The Purchaser/s as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it.

12.5 The Purchaser/s is/ are aware that in the event of any leakage of water from the toilets, bathrooms and pantry in said Flat as well as from the neighboring and upper premises the Purchaser/s herein agree/s that the Developer shall not be liable for any damage in the said Flat due to leakage of water and its various other aftereffects.

12.6 The Purchaser/s shall not use lifts for transporting the furniture and other construction material or any heavy or bulky packages to their respective premise and not cause any damage to the lifts, staircases, common passages, refuge areas or any other parts of the said Flat and/or the said Society. All such transportation shall be done using the staircase only.

12.7 The Purchaser/s shall not enclose or encroach on the parking area that is being provided to the Society. This area being left as parking shall remain as approved by the authorities and as per plan and the Purchaser/s hereby further undertake that parking area shall not be enclosed at any later state, failing which the concerned Authority is liable to take legal action against the Purchaser/s and the Society.

12.8 The Purchaser/s undertake/s that the abutting terrace constructed as per approved building plans shall not be enclosed.

12.9 The Purchaser (s) shall, after taking possession, be solely responsible to maintain the said Flat at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the said Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or General Development Control Rules for the time being of the BMC or any other Government Authority and /or public body or any other local authority or change or alter or make additions to the said Flat and keep the said Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building/s is not in any way damaged or jeopardized.

12.10 The Purchaser/s from the date of possession will maintain the lift, water pump, firefighting equipment and other assets provided by the Developer on their own cost. The Developer will not be held responsible and liable for the same in any manner whatsoever.

Developer **Purchaser**

13. SOCIETY

13.1 The Purchaser along with other purchasers of Flats in the Building shall become members of the Society in respect of the Building.

13.2 The Purchaser and other Flat 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.

13.3 That Purchaser/s shall comply with all the byelaws, rules and regulations which the Society may adopt along with the additions, alterations or amendments which may be made therein from time to time for the protection & maintenance of the said building or the said Flat therein that may be made from time to time for observance and performance of building rules, regulations & bye-laws for the time being in force, of the concerned local body /authority or Government. The Purchaser/s shall also observe /perform all stipulations / conditions as laid down by the said society regarding the use /occupation of the said Flat in the building & shall contribute punctually towards taxes and other dues /outgoings in accordance with the terms of this Agreement.

14. DEFAULT BY THE PURCHASER

The Purchaser(s) shall be considered under a condition of default, on the occurrence of the following events:

14.1 In case the Purchaser(s) fails to make payments for any demands made by the Developer as per the Payment schedule mentioned in Clause 5.3, despite having been issued notice in that regard, then the Purchaser(s) shall be liable to pay interest to the Developer on the unpaid amount at the rate specified in the Act and Rules.

14.2 In case the Purchaser(s) commits three defaults for payment of any installment / amounts payable under this Agreement, after giving the Purchaser 15 days intimation in this regard, the Developer shall cancel the allotment/ this Agreement in respect of the said premises in favour of the Purchaser(s). Subsequent to such termination, the Developer shall deduct 20% of the said total Purchase Price of the said Flat, the interest accrued on the defaulted payments and refund the balance amount (if any) to the Purchaser/s.

14.3 In case the Purchaser(s) commits any default or do / does not adhere to any terms or conditions or fails to comply with any of his / her / their obligations or terms and conditions of this Agreement strictly within the stipulated time mentioned herein or within the time stipulated in law or granted by the Developer, then the Developer shall give the Purchaser/s a written notice calling upon the Purchaser/s to rectify / perform any of such terms / obligations / compliances. If after the receipt of the said notice, if the Purchaser/s fails to comply with such terms / obligations / compliances within a period of 15 days from the date of such notice, then the Developer shall in their sole and absolute discretion be entitled to terminate this Agreement and upon such termination all consequence of such termination as per the terms hereof shall follow.

14.4 Time is of essence for the Developer as well as the Purchaser(s). The Developer shall, upon the Purchaser/s making the entire payment towards the cost of the said Flat as mentioned in Clause 5 and other charges payable by him/ her/ them under this Agreement, hand over the said Flat to the Purchaser(s). Similarly, the Purchaser(s) shall make timely payments of the instalment as provided in the Payment schedule as mentioned in Clause 5 hereinabove and other dues payable by him/her/them and meeting the other obligations under the Agreement, subject to the compliance of the terms and conditions and specific obligation by the Developer as mentioned herein.

15 LIQUIDATED DAMAGES

15.1 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.

15.2 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 Flat, among others.

15.3 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.

16 TERMINATION & CANCELLATION OF AGREEMENT

16.1 Without prejudice to the right of Developer to charge interest in terms of Clause 16.6, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Developer under this Agreement (including his/her

proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaultsof payment reminders, the Developer shall at his own option, may terminate this Agreement:

16.1.1 Provided that, Developer shall give notice of 15 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 his 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 the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement.

16.1.2 Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Purchaser (subject to adjustment and recovery of any administrative expenses and/ or any other expenses incurred by the Developer for such Flat as requested by the Purchaser or any other amount which may be payable to Developer,) within a period of 30 days of the termination, the Developer shall deduct 20% of the said total Purchase Price of the said Flat, the interest accrued on the defaulted payments and refund the balance amount (if any) to the Purchaser/s. Flat. The refund, after deducting such amounts as are deductible under this Agreement, shall be paid directly to such Bank, NBFC, Financial Institution only after the Purchaser/s has/ have fully and entirely paid any other balance amount as shall be due and payable by the Purchaser/s to such Bank, NBFC, Financial Institution after adjusting the total refund that the Developer shall deposit with such Bank, NBFC, Financial Institution.

16.1.3 Further, the Purchaser/s shall obtain from such Bank, NBFC, Financial Institution the No Dues Certificate giving the full discharge of the loan taken and also NOC in favour of the Developer to resell the said Flat to any third party without having any reference or recourse to the housing loan taken by the Purchaser/s. In the event of the Purchaser/s not obtaining such No Dues Certificate and NOC within a period of 30 days from the date of such cancellation/ termination, then and in that event, the Purchaser/s shall be liable to pay to the Developer an interest at the rate of [●] for such delay.

16.1.4 In case of such termination, the Stamp Duty, Registration charges and all taxes paid by the Purchaser/s shall not be refunded by the Developer. Delay in issuance

of any reminder/s or notices from the Developer shall not be considered as waiver of Developer absolute right to terminate this agreement.

16.2 The Purchaser/s hereby agree/s and confirm/s to the aforesaid arrangement and agrees not to dispute or raise any objection against the Developer/s or any Order or judgment that shall be passed against the Purchaser/s in law. In the event of such termination, the Developer shall be entitled to resell the said premise to such third person / party, as the Developer may deem fit, necessary and proper and recover and appropriate to themselves the entire sales Purchase Price and other amounts that shall be received from such resale.

16.3 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.

16.4 **Cancellation by Purchaser**: For whatsoever reason if the Purchaser/s herein, without any default or breach on his/her/their part, desire to terminate this Agreement/transaction in respect of the said Flat then, the Purchaser/s herein shall issue a prior written notice to the Developer as to the intention of the Purchaser/s and on such receipt of notice the Developer herein shall be entitled to deal with the said Flat with prospective buyers. After receipt of such notice of intention to terminate this Agreement the Developer shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deedof Cancellation. Only upon the execution and registration of Deed of Cancellation the Purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

16.5 It is specifically agreed between the parties hereto that, if the transaction in respect of the said Flat between the Developer and Purchaser/s herein terminated as stated in sub-para 16.1- 16.4 herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Developer and Purchaser/s herein, in respect of the said Flat, shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

16.6 **Interest on Default**: Without prejudice to its right to terminate this Agreement, the Developer may in its sole discretion accept from the Purchaser/s payment of the delayed instalment/s of the Purchase Price or any other amounts payable by the Purchaser/s to the Developers in terms of this Agreement on the Purchaser/s paying to the Developer an interest as per State Bank of India highest Marginal Cost of Lending Rate +2 % per annum, with monthly rests, on all the amounts which become due and payable by the Purchaser/s to the Developer till the date of actual payment, provided that tender of the Purchase Price and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Developer under this Agreement, nor shall it be construed as condonation of delay by the Developer. The amount of interest may be informed to the Purchaser/s from time to time or on completion of the said Flat, and the Purchaser/s has/have agreed to pay the same as and when demanded before the possession of the said Flat.

17 DEFECT LIABILITY

17.1 If after handing over the Flat to the Purchaser, the Purchaser brings to the notice of the Developer any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, or expressly attributable to the Developer; then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act.

17.1.1 Provided however, that the Purchaser/s shall not carry out any alterations of the whatsoever nature in the said Flat of phase/ wing and in specific the structure of the said Flat/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular.

17.1.2 It is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Developer, the defect liability automatically shall become

void.

17.1.3 The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Developer, and shall not mean defect/s caused by normal wear and tear and by negligent use of Flat by the Occupants, vagaries of nature etc.

17.2 The Purchaser/s is /are aware that the Developer are required to attend to all complaints regarding leakages and other defects, as per the Act and the Rules. Thus, as a result of any work, addition, alteration, amendment and changes made by the Purchaser/s, if there is any damage to any adjoining premises or any premises above or below the said Flat or abutting the said Flat or to any portion of the said Society, then the Purchaser/s shall be liable and responsible to carry out the necessary repairs to all such premises or any part of the Society as may be required under the Act and the Rules and the Developer shall be absolved of the obligation and the responsibility under the Act and Rules.

17.3 Similarly, if as a result of any addition, alteration or changes carried out by the Purchaser to his/ her/ Flat, if any Authority adopts any action either against the Developer or the said Society, then the Purchaser/s alone shall be liable and responsible for all such actions in law. The Developer shall have further rights to adopt such action against the Purchaser/s including that of termination of this Agreement and /or recovery of compensation as the Developer may be entitled under the Act and Rules.

17.4 That it shall be the responsibility of the Purchaser to maintain his Flat in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Flat are regularly filled with white cement/epoxy to prevent water seepage.

17.5 Further where the manufacturer warranty as shown by the Developer to the Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said Flat/building/phase/ wing, and if the annual maintenance contracts are not done/renewed by the Purchaser/s, the Developer shall not be responsible for any defects occurring due to the same.

17.6 That the New Building as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by

maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.

17.7 That the Purchaser has been made aware and that the Purchaser expressly agrees that the regular wear and tear of the Flat/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20*C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

17.8 It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the Flat/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed Clauses of this Agreement.

18 PURCHASER'S COVENANTS:

The Purchaser/s has / have agreed declared & confirmed with the Developer that the Purchaser/s shall:

18.1 Having regard to the elevation of the buildings in the said Society, the Purchaser/s shall not be allowed to fix grills/ railings and the Air Conditioner in the places other than as predetermined by the Society and/or approved by the Developer. Accordingly, the Developer have informed the Purchaser/s that with a view to maintain the esthetics and elevation of the said Society, the Purchaser/s shall, prior to extending the glass railings/grills provided to the said Flat/ fixing the grills to the windows/ balcony, take written permission from the Developer inter-alia undertaking to use similar material and similar design to those already provided by the Developer in the said Flat upon approval by the Society.

18.2 Similarly, the Purchaser/s shall not install the Dish Antenna for the Set Top Box on any other area other than specifically earmarked for the said purpose by the Society. 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. Similarly, for any other new/ additional facility/ service/s, should the Purchaser/s require to install any Instrument/Receiver/Dish either outside the said Flat, then the Purchaser/s shall install such Instrument/Receiver/Dish, only at the designated area and after obtaining the written consent from the Developer and/or the Society in the manner and at the location identified and approved by the Developer.

18.3 To pay to the Developer such amounts as shall be required to pay to concerned authority for obtaining its NOC / permission for the sale of the said Flat by the Developer to Purchaser/s and to do such deeds, documents and to comply with all such terms and conditions as may be stipulated by concerned authority in this regard.

18.4 Before carrying out the interior work in the said Flat, the Purchaser/s shall obtain a written consent from the Developer and shall give full details of the nature of interior work to be carried out in the said Flat along with the plans of the proposed interior works. In this regards the Purchaser/s hereby covenants with the Developer as follows:

i. The Developer/s shall be entitled to inspect all interior works carried out by the Purchaser/s. In the event the Developer find that the nature of interior work being executed by the Purchaser/s is harmful to the said Flat, or the other premises in the said Society, or to the structure, façade and/or elevation of the said Society, then the Developer shall be entitled to stop such interior works forthwith and the Purchaser/s shall not be entitled to dispute or claim any reimbursement from the Developer for any loss suffered by the Purchaser for such stoppage of interior work.

ii. The Purchaser/s will ensure that the debris from the interior works will be dumped in an area earmarked for the same and will be cleared by the Purchaser/s, on a daily basis, at no cost to the Developer and no nuisance or annoyance to the other Purchaser/s. All cost and consequences in this regard will be to the account of the Purchaser/s.

iii. The Purchaser/s will further ensure that the contractors and workers engaged by the Purchaser/s during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet,

wastewater line or soil line or in any other place other than those earmarked for the same, which may block the free flow of wastewater, thus resulting in perennial choking and leakage in the said Flat or the said Society.

iv. The Purchaser/s shall ensure that the contractors and workers engaged, do not use, or spoil the toilets in the said Flat or in the said Society and use only the toilets earmarked by Developer for this purpose.

v. All materials brought into the said Flat or the said Society or on the said Plot for carrying out interior works will be at the sole cost, safety, security, and consequence of the Purchaser/s and that the Developer will not be held responsible for any loss/theft/damage to the same. The Purchaser/s has agreed to store all such material bought by him / her / them inside his / her / their Flat and at no point of time the Purchaser/s or any person claiming through or under him / her / shall store the said material in common area or mid landing or Lift Lobbies of any of the wing in the said project.

vi. During the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Purchaser/s at his/her/their/its own cost, and that the Developer will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Purchaser/s alone.

vii. During the execution of interior works, if any of the Purchaser's contractor/ workmen/ agents/ representatives misbehave or is found to be in a drunken state, then the said contractor/ workmen/ agents/ representatives will be removed forthwith and will not be allowed to re-enter the said Flat/Society again.

viii. The Purchaser/s shall ensure that common passages/walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter.

18.5 The Purchaser/s shall extend full cooperation to the Developer, their agents, contractors to ensure good governance of such works.

18.6 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.

18.7 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 Flat 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 Flat 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.

18.8 The Purchaser/s shall abide by all rules, regulations and requirements as laid down by the Developer or the Society and no nuisance or disturbance shall be caused to the other Purchaser.

18.9 The Purchaser shall not:

i. do or permit to be done any act or thing which may render void or voidable any insurance of the said Plot or building in which the said Flat are situated or any part thereof, whereby any increase in premium shall become payable in respect thereof.

ii. make any changes of any nature whatsoever to the exterior of the said Flat including inter alia to the façade, passages, landings lobby etc., and to the color Scheme, treatment, etc.

iii. do or suffer to be done anything to in or about the said Flat or the said Society or in the staircase and/or fire escape passage and/or the common passages which may be against the rules or regulations of the BMC or any other concerned authority or the bye-laws of the Society.

iv. carry out any modifications in the elevator lobbies, common floor lobbies, parapet sills or the common areas of the building including creation/storage/fixing/installing of shoe racks nameplates/statuettes/potted plants, vases, bicycles, etc.

v. carry out any modifications to the exterior including installation of safety grills of

the balconies of the Flat.

vi. change the location of the plumbing or electrical lines (except internal extensions);

vii. Not to do anything which would deface walls, damage paintwork

viii. change the location of the wet / waterproofed areas

ix. put any wire, pipe, grill, plant, outside the windows of the Flat to inter alia dry any clothes or put any articles outside the Flat or the windows of the Flat or any storage in any area which is visible from the external facade of the Building, save and except the utility area (if applicable).

x. tamper the aesthetics of the interiors/display panels and call buttons of the elevators by scratches or graffiti.

xi. refuse or neglect to carry out any work directed to be executed in the said Society or in the said Flat after he/she/they had taken possession thereof, by a competent authority, or require or hold the Developer liable for execution of such works.

xii. make use of/encroach upon any portion of the said Society or any spaces (open or otherwise) in the compound not acquired nor forming part of the said Flat

xiii. not allow the Flat 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 Flat shall be used for commercial use or use as guest house by whatsoever name.

xiv. use the said Car Parking Spaces for any other purpose save and except parking his/her/their own light vehicles nor park any vehicles in any open space in the compound other than at the designated area, if any.

xv. Not shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Society in any manner whatsoever.

xvi. Not enclose any deck and balcony (dry or otherwise) in the said Flat.

xvii. Not change, alter or modify the main doors to the said Flat.

xviii. Not change, alter or modify the lift landings and lift lobbies outside the said Flat or any part/s thereof

18.10 To take due precautionary measures while working on shaft drain outlets, the toilets, kitchen, etc. and not to anything which may cause clogging of pipelines and/or drainages.

18.11 Not restrain the Developer or their employees, agents and servants from entering upon the said Flat for inspecting the same at reasonable hours or from carrying out any construction or repair work on any part of the said Society or the said Flat for proper maintenance or continuation of the facilities and amenities provided therein including making, repairing, maintaining, cleaning and keep clean and in good condition all surfaces, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used in the said Society and also for laying down, maintaining, repairing and testing drainage and water pipes and electric wires or similar purposes.

18.12 From time-to-time sign and execute all documents, letters, writings, communications, applications forms and registration documents and to do all other acts, deeds, matters and things as the Developers/ and/or the Society shall reasonably require him/her/them/it to do.

18.13 Obtain statutory approvals (as required) from the concerned authorities and submit the statutory approvals and approved plans to the Developer for any interior works to be undertaken in the said Flat, without which the Developers shall not grant their permission.

18.14 To insure the said Flat from any loss, theft damage caused due to human intervention and due to any act of God including earthquake, floods riots or any other natural calamity, act of enemy, war other causes beyond the control of the Developers during the course of interior works for which the Developers shall not be liable.

18.15 To ensure the safety of the workers carrying out the interior works in the said Flat from any accident, loss and or damage.

18.16 The Purchaser/s shall not let, sub-let, transfer, assign or part with possession of the said Flat or his/her/their interests or benefits under this Agreement until all dues, payable by him/ her/them to the Developer under this Agreement are fully paid and only if the Purchaser/s has / have not been guilty of breach for non-observance of any of the terms & conditions of this Agreement or until the Purchaser/s has / have intimated about the same in writing to the Developer.

18.17 The Purchaser/s and the person to whom the said Flat shall have been let, sublet, transferred, assign or given possession of and in accordance with the provisions hereof shall duly observe and perform all the rules and regulations of the said Society that may be in force from time to time relating to the protection and maintenance of the said New Building with Flat thereof and for the observance and carrying out of the building rules and regulations and Development Control Rules for the time being of the Concerned Authority, the Government and or public body or any other local authority.

18.18 The Purchaser(s) further undertakes, assures and guarantees that he/she/they would not put any signboard / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Society, buildings or common areas.

18.19 The Purchaser(s) shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. The Purchaser(s) shall also not remove any wall, including the outer and load bearing wall of the said Flat.

18.20 The Purchaser(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Society and/or maintenance agency appointed by Developer shall manage and upkeep the same. The Purchaser(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

18.21 The Purchaser/s further covenants with the Developer and through them with the Purchaser/s or the other Flat in the said building/s that he/she/they at any time shall not demolish or caused to be demolished any structure in the said building/s or any part or portions of the same nor will he/she/they at any time make or caused to be made any new construction of whatsoever nature on or in the said building/s or any part thereof nor will make any additions or alterations in or to the said Flat or said building and balcony or gallery in the front without previous consent of the BMC / Concerned Authority or the Developer or the said Society, as the case may be.

18.22 The basement(s), podium(s) and service areas, as located within the said project "**Shikhar**", shall be earmarked for purposes including but not limited to refuge areas, electric sub-station, transformer, DG set rooms, underground water tanks, overhead tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's

etc. and other permitted common amenities /uses as per sanctioned plans. The Purchaser(s) shall not be permitted to use such services areas and the podiums in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Society for rendering maintenance services.

18.23 The Purchaser agrees that the Developer shall not be liable to pay any maintenance or common expenses in respect of the unsold Flat in the said New Building. The Developer shall however, bear and pay the Municipal taxes and dues of the Corporation for the same.

18.24 The Purchaser agrees that Developer shall not be bound to carry out any extra work in the said Flat agreed to be sold by the Developer to the Purchaser/s under this Agreement.

18.25 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.

18.26 The Purchaser is aware that the Developer has agreed to sell this Flat 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.

18.27 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said of the said Plot and New Building or any part thereof. The Purchaser/s shall has / have no claims save and except in respect of the said Flat hereby agreed to be acquired by the Purchaser/s. All open spaces, floor spaces index, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. will remain to be the property of the Developer until the whole plot together with the structures standing thereon is/are transferred to the said Society, but subject to the rights of the Developer contained herein.

19 REPRESENTATION AND WARRANTIES OF PURCHASER

The Purchaser/s has/have made following representations and warranties to the Developer and relying on it the Developer have agreed to sell the said Flat to him/her/them.

19.1 The Purchaser/s is/are an Indian Inhabitant, and he/she/they is/are not prohibited from acquiring the said Flat under any law or otherwise.

19.2 The Purchaser/s has / have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be.

19.3 No receiver and/or liquidator and/or official assignee or any person is appointed in respect of the Purchaser/s and / or in respect of any of his / her / their assets and/or properties.

19.4 None of the Purchaser's assets/properties is / are attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.

19.5 The Purchaser/s has / have not received any notice from either the State or the Central Government of India and/or from abroad for involvement in any money laundering or any illegal activity and/or declaring the Purchaser/s to be a proclaimed offender and/or no warrant is/has been issued against the Purchaser/s.

19.6 No execution or other similar process is issued and/or levied against the Purchaser/s and/or against any of assets and properties of the Purchaser/s.

19.7 The Purchaser/s is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence for a period of not less than six months.

19.8 The Purchaser/s is/are not of unsound mind and/or not adjudged to be of unsound mind.

19.9 All the aforesaid Covenant(s), restriction(s), obligation(o), to be complied with, observed and performed by the Purchaser/s, his / her / their family member(s), all person claiming through or under him / her / them and the Purchaser's Assignees shall be incorporated in Bye Law/s of the Society.

19.10 In the event of Purchaser/s committing any breach or act in contravention of the above provision, the Purchaser/s shall be liable or responsible for the consequence in respect thereof to the Developer or to the concerned local authority or other public authority in that behalf.

Developer **Purchaser**

19.11 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.

19.12 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.

20 REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer hereby, jointly, represent and warrant to the Purchaser(s) that save as specifically mentioned herein.

20.1 The Developer hereby agree, declare, confirm and assure the Purchaser/s that the title of the said New Building is clear and marketable and free from all encumbrances, claims, disputes and the Developer herein is entitled to carry out development upon the said Plot of the New Building.

20.2 The Developer have lawful rights and requisite approvals from the competent Authorities to carry out development of the project.

20.3 There are no Encumbrances upon the said New Building.

20.4 There are no litigations pending before any court of law with respect to the said New Building or the said Flat.

20.5 All approvals, licenses and permits issued by the competent authorities with respect to the said Flat are valid and subsisting and have been obtained by following due process of law. Further, the Developer have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Plot, New Building and said Flat.

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

20.7 The Developer have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Plot, including the New Building and the said Flat which will, in any manner, affect the rights of Purchaser(s) under this Agreement.

20.8 The Developer confirms that the Developer are not restricted in any manner whatsoever from selling the said Flat to the Purchaser(s) in the manner contemplated in this Agreement.

20.9 The Developer has duly paid and shall continue to pay (until the sale of this flat) and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.

20.10 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said plot) has been received by or served upon the Developer in respect of the said plot and/or the project.

21 **RESTRICTIONS ON TRANSFER**

21.1 The Purchaser/s of the said Flat will not transfer or assign interest or benefit of this Agreement, until all the dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up and even after such payment, only if the Purchaser/s has/ have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/ have obtained the Developer's consent in writing to the same.

21.2 So long as all or any of his /her /their dues herein stated remains unpaid, the Purchaser/s shall not, without the prior consent in writing of the Developer/Society, let, sublet, transfer, assign any rights created under this Agreement or part with the possession of the said Flat or any part thereof.

22 UNSOLD FLATS IN SAID PROJECT

22.1 Developer shall be entitled to sell the unsold Flats in said Project without any separate permission or consent of Society and the members of Society. The prospective Purchaser of such unsold Flats shall be inducted by the Society as members and no objection shall be raised either by existing members or the Society.

22.2 Purchaser or Society shall not be entitled to demand any transfer charge for the transfer of unsold Flat by the Developer to prospective Purchasers.

22.3 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.

22.4 Where consents and, or, permissions may be required from the Society pursuant to Applicable Law, the Purchaser shall cause the Society to issue such consents and, or, permissions forthwith on request.

22.5 The Purchaser agrees and acknowledges that it shall forthwith not object to the admission of any new purchasers of units in the Building / Project.

22.6 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.

22.7 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 flats.

22.8 Developer shall be entitled to mortgage the unsold Flats of the said Project with the financial institutions without any separate NOC from Society or the members of Society.

22.9 Developer is entitled to all the rights of being a member of Society i.e. right to attend meeting, right to vote in the meeting etc.

22.10 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.

Developer **Purchaser**

23 FOREIGN PURCHASERS

23.1 The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations 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 Developer with such permission, approvals which would enable the Developer to fulfil 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 Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law.

23.2 The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Developer accepts no responsibility in this regard. The Purchaser shall keep the Developer fully indemnified and harmless in this regard.

23.3 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.

23.4 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 apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Purchaser only.

23.5 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.

23.6 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 all concerned authorities. 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 concerned authorities.

23.7 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.

24 **NOTICES AND CORRESPONDANCE:**

24.1 All notices to be served on the Purchaser and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser and the Developer, by Registered Post A.D. at his/her address specified below:-

Purchaser:	**Developer**
Name	PTR Universal
Address	406 (4th Floor), LA Magasin, Near Poddar School, S.V. Road Santacruz (West

24.2 And upon handing over of the possession of the said Flat to the Purchaser under this Agreement, all the notices on the Purchaser shall be served at the address of Flat handed over to the Purchaser under this Agreement.

24.3 In case if the Purchaser /s changes his/ her/ their address specified herein then and, in that event, the Purchaser/s shall intimate by Registered AD Letter, the new address and shall cause the Developer to rectify their records by recording the new addresses. In case, if the Purchaser/s fail/s to provide the Developer his/ her/ their new address, the address available at the time of this Agreement shall be deemed to be the valid address for all communication and the Developer shall not be liable or responsible for the non-receipt of any letter or communication from the Government authorities and the Purchaser/s alone shall be responsible for all legal consequences arising there from.

24.4 It is to be noted that any legal notice/ correspondence sent on registered email or number shall not be construed served upon the Party unless the same is acknowledged in reply by the other Party.

25 CONFIDENTIALITY

25.1The Parties to this Agreement agree that each Party shall treat l all information provided by a party to the others under this Agreement as Confidential. All confidential information provided by a Party hereto shall be used by any other Parties hereto solely for the purposes this Agreement and shall not be disclosed to any third party without the prior consent of such providing Party.

25.2The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available other than in contravention of this Clause 25 or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a party, any auditor of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

26 COMPLIANCE OF LAWS, NOTIFICATIONS ETC BY PURCHASER (S)

26.1The Purchaser(s) is / are entering into this Agreement for the allotment of a said Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the project in general and this project in particular.

26.2That the Purchaser(s) hereby undertakes that he/she/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use the said Flat, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said Flat/ at his/ her / their own cost.

27 ENTIRE AGREEMENT:

27.1This Agreement, along with its schedules, annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/plot/building, as the case may be.

28 RIGHT TO AMEND:

28.1 This Agreement may only be amended through prior written consent of both the Parties by executing such further Supplementary Agreement / deeds / documents / writings mutually decided by the Parties hereto.

29 PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER / SUBSEQUENT PURCHASER (S):

29.1 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Flat shall equally be applicable to and enforceable against any subsequent Purchaser(s) of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

30 **WAIVER NOT A LIMITATION TO ENFORCE:**

30.1 The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser(s) in not making payments as per the Payment schedule including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser(s) that exercise of discretion by the Developer in the case of one Purchaser(s) shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Purchaser(s). Failure on the part of the Developer to enforce at any time or for any period of time the payment provisions hereof shall not be construed to be a waiver of any payment provisions or of the right thereafter to enforce each and every payment provision.

30.2 Any delay tolerated or indulgence shown by the Developer in enforcing the terms and conditions of these presents or any forbearance or the grant of time to the Purchasers shall not be construed as a waiver on the part of the Developer of the breach of any of the terms and conditions of these presents nor shall waiver in any way of prejudice the rights of the Developers.

31 SEVERABILITY:

31.1 If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law,

as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

32 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

32.1 Wherever in this Agreement it is stipulated that the Purchaser(s) has to make any payment, in common with other Purchaser(s) in the New Building, the same shall be the proportion which the carpet area of the said Flat Premises bears to the total carpet area of all the Flat Premises.

33 REGISTRATION

33.1 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.

33.2 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.

33.3 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.

34 BINDING EFFECT:

34.1 Forwarding this Agreement to the Purchaser(s) by the Developer does not create a binding obligation on the part of the Developer or the Purchaser(s) until, firstly, the Purchaser(s) signs and delivers this Agreement with all the Schedule along with the payments due as stipulated in the Payment Schedule within 15 (Fifteen) days from the date of receipt by the Purchaser(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer.

34.2 If the Purchaser(s) fails to execute and deliver to the Developer this Agreement within 15 (Fifteen) days from the date of its receipt by the Purchaser(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser(s) for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Purchaser(s), application of the Purchaser(s) shall be treated as cancelled.

Developer **Purchaser**

35 **FURTHER ASSURANCES:**

35.1 Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

36 **JOINT PURCHASERS:**

36.1 That in case there are Joint Purchaser(s) all communications shall be sent by the Developer to the Purchaser(s) whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Purchaser(s).

37 **STAMP DUTY, REGISTRATION FEE & LEGAL CHARGES**

37.1 The charges towards stamp duty and Registration shall be borne by the Purchaser (s).

38 **PLACE OF EXECUTION:**

38.1 The execution of this Agreement shall be complete only upon its execution by the Developer himself / themselves or through his/ their/its authorized signatory at the Developers office or at some other place, which may be mutually agreed between the Developer and the Purchaser(s).

38.2 After the Agreement is duly executed by the Purchaser(s) and the Developer the said Agreement shall be registered at the office of the appropriate Sub-Registrar of Assurances.

38.3 This Agreement shall be deemed to have been executed at Mumbai.

39 DISPUTE RESOLUTION:

39.1 All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

40 GOVERNING LAW AND JURISDICTION

40.1 That the rights and obligations of the Parties under or arising out of the Agreement shall be construed and enforced in accordance with the laws in India for the time being in force and the courts in Mumbai will have jurisdiction for this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

FIRST SCHEDULE ABOVE REFERRED TO

(Plot Details)

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 about 864.6 square meters, 1034 square yards approx. at Village : Bandra – G, Taluka Andheri, Mumbai Suburban District together with the structures standing thereon, as per Property Registered Card together with the existing building having 14 flats and Five garages, now popularly known as Maheshwar Shikhar standing thereon and bounded as follows:

On or towards East	:	Final Plot 54, Sanjog Building
On or towards West	:	St. Andrews Road
On or towards North	:	7th Road, known as Gujjar Road
On or towards South	:	Vasant Villa CHS

SECOND SCHEDULE ABOVE REFERRED TO:-

(Flat Details)

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

THIRD SCHEDULE ABOVE REFERRED TO:-

(List of Amenities)

1.	~~Gymnasium~~
2.	~~High Tech Security System~~
3.	~~High Tech Fire Fighting System~~
4.	~~Fire rescue Area~~
5.	~~Rain Water Harvesting~~

Developer **Purchaser**

6.	~~Sewage Treatment Plant~~

SIGNED, SEALED AND DELIVERED)

BY THE WITHIN NAMED DEVELOPER)

FOR PTR UNIVERSAL)

Mr. _____

Sign	Photo	Thumb

SIGNED AND DELIVERED BY)

THE WITHIN NAMED PURCHASER(S))

Mr. _____)

Sign	Photo	Thumb

IN THE PRESENCE OF .....)

Developer **Purchaser**

1. **Witness:**

   Mr. _____

Sign	Photo	Thumb

2. **Witness:**

   Mr. _____

Sign	Photo	Thumb

Developer **Purchaser**

RECEIPT

Received from _____ a sum of **Rs._____/- (Rupees _____ Only)** as Purchase Price against the sale of **Flat No _____** in the following manners:

a) Rs._____/- (**Rupees _____ only**) to be paid via

b) **Rs._____ /- (Rupees _____ Only)** as 1% TDS deductible equally between the Developers as per the provisions of the Income Tax Act, 1961 against the payments made to **PTR UNIVERSAL** and deposited to the account of the government.

WITNESSES

WE SAY RECEIVED

THE DEVELOPER

1) Name:

PTR UNIVERSAL

Developer **Purchaser**

(List of Annexures to be attached)

Annexure A

Deemed Conveyance Order

Annexure B

Property Card

Annexure C

Order of Registrar approving Developer

Annexure D

Irrevocable Power of Attorney appointing Mr.Triloksingh P Rajpal and Mr.Rohit Rajpal

Annexure E

Commencement Certificate

Annexure F

RERA registration certificate

Annexure G

Floor Plan

Developer **Purchaser**