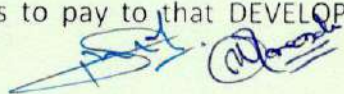


agrees to sell to the Purchaser/Allottee/s the Residential Flat/ Commercial Unit bearing No. _____, Wing - _____, On _____ floor of the Building known as "_____ " to be constructed on Plot bearing CTS No. 581A/3B/1 (Part), 581A/3B/1/ 1 to 9 of Village Malad, Taluka- Borivali, MSD at Abdul Gani Compound, Rani Sati Marg, Malad (East), Mumbai- 400097 having **Carpet Area** admeasuring _____ sq. ft. equivalent to sq. meter (hereinafter referred to as "**the Residential Flat/ Commercial Unit** ") as shown in the Floor plan thereof hereto annexed and marked Annexure _____ for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

- i) The Purchaser/Allottee/s hereby agrees to purchase from the DEVELOPERS/ PROMOTER and the DEVELOPERS/ PROMOTER hereby agrees to sell to the PURCHASER/ALLOTTEE/S garage bearing Nos. _____ situated at _____ Basement and/or stilt and /or _____podium being constructed in the layout for the consideration of Rs. _____/-.
- ii) The PURCHASER/ALLOTTEE/S hereby agrees to purchase from the DEVELOPERS/ PROMOTER and the DEVELOPERS/ PROMOTER hereby agrees to sell to the PURCHASER/ALLOTTEE/S covered parking spaces bearing Nos. _____ situated at _____ Basement and/or stilt and /or _____podium being constructed in the layout for the consideration of Rs. _____/-.
- iii) The total aggregate consideration amount for the Residential Flat/s/ Commercial Unit/s including garages/covered parking spaces is thus Rs. _____/-.
- iv) The PURCHASER/ALLOTTEE/S has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that DEVELOPERS/ PROMOTER the



balance amount of Rs(Rupees
.....) in the following manner :-

- a) Amount of Rs...../-(.....) (Not exceeding 30% of the total consideration) to be paid to the DEVELOPERS / PROMOTER after the execution of Agreement.
- b) Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the DEVELOPERS/ PROMOTER on completion of the Plinth of the residential Flat.
- c) Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the DEVELOPERS/ PROMOTER on completion of the slabs including podiums and stilts of the residential Flat.
- d) Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the DEVELOPERS/ PROMOTER on completion of the walls, internal plaster, floorings doors and windows of the said residential Flat.
- e) Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the DEVELOPERS/ PROMOTER on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said residential Flat.
- f) Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the DEVELOPERS/ PROMOTER on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the residential Flat.
- g) Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the DEVELOPERS/ PROMOTER on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the residential Flat.
- h) Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the residential Flat to the PURCHASER/ALLOTTEE/S on or after receipt of occupancy certificate or completion certificate.

- i) The Total Price above excludes Taxes (consisting of tax paid or payable by the DEVELOPERS/ PROMOTER by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the DEVELOPERS/ PROMOTER) up to the date of handing over the possession of the residential Flat.
- j) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The DEVELOPERS/ PROMOTER undertakes and agrees that while raising a demand on the PURCHASER/ALLOTTEE/S for increase in development charges, cost, or levies imposed by the competent authorities etc., the DEVELOPERS/ PROMOTER shall enclose the said notification/ order/ rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/Allottee, which shall only be applicable on subsequent payments.
- k) The DEVELOPERS/ PROMOTER may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/Allottee by discounting such early payments @ __% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser/Allottee/s by the DEVELOPERS/ PROMOTER .
- l) The DEVELOPERS/ PROMOTER shall confirm the final carpet area that has been allotted to the Purchaser/Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the DEVELOPERS/ PROMOTER. If there is any reduction in the carpet area within the defined limit then DEVELOPERS/ PROMOTER shall refund the excess
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money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/Allottee. If there is any increase in the carpet area allotted to Purchaser/Allottee, the DEVELOPERS/ PROMOTER shall demand additional amount from the Purchaser/Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in above mentioned Clause of this Agreement.

m) The Purchaser/Allottee authorizes the DEVELOPERS/ PROMOTER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the DEVELOPERS/ PROMOTER may in its sole discretion deem fit and the Purchaser/Allottee/s undertakes not to object/demand/direct the DEVELOPERS/ PROMOTER to adjust his payments in any manner.

11. The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including service tax, VAT, GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the PURCHASER/ALLOTTEE/S alone and the DEVELOPERS/ PROMOTER shall not be liable to bear or pay the same or any part thereof. All these payments will be made by the PURCHASER/ALLOTTEE/S as and when called upon by the DEVELOPERS/ PROMOTER and/or as required by the concerned Government or authority, as the case may be.

12. The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges

