AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai on ____day of_____in the year Two Thousand and NineteenBETWEENM/S. SUDHANSHU INFRASTRUCTURES PVT. LTD., a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at B-24/24A, Aniraj Tower, Opp. Kaka Petrol Pump, L.B.S. Marg, Bhandup (West), Mumbai – 400 078,hereinafter referred to as the "DEVELOPER"(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the FIRST PART:

AND

MR. _____, having PAN No._____, and residing at _____,hereinafter

referred to as the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators and assigns) OF THE OTHER PART:

WHEREAS:

A] Prior to Smt. Vanitaben Mansukhlal Desai was the Owner of the plot of land admeasuring 3121 sq.mts. comprising of CTS No.613, 613/1 to 613/36 of Revenue Village Kanjur, Taluka Kurla, Mumbai Suburban District since 23rd July 1987 as appears from conveyance dated 11/07/1988 and property cards (plot of land admeasuring 3121 sq.mts. is hereinafter referred to as the "Said Land")

B] By a Deed of Conveyance dated 02nd November, 1988 registered under Serial No.BBJ/2038 of 1988 Smt. Vanitaben Mansukhlal Desai sold and conveyed the said Land to M/s. Patel & Associates on the terms and conditions mentioned therein.

C] M/s. Patel & Associates as the Owners and Developers have developed the said land by constructing building thereon having Ground plus 05 storeys with three wings thereon.

D] The Purchasers of shops and flats have formed the Co-Operative Housing Society in the name of M/s. Aniraj Tower Co-operative Housing Society Ltd., (hereinafter referred to as the "Said Society") bearing Registration No.BOM/WS/HSG/TC/8737 of 2001-02.

E] The Deputy District Registrar of Co-operative Societies having office at 201, 2nd Floor, Konkan Bhuvan, Navi Mumbai by Order dated 05th August, 2011 granted Unilateral (Deemed)

Conveyance of the said land with Building Aniraj Towers unto the said Society. (The Land admeasuring 3121 sq.mts. with building Aniraj Tower is hereinafter called the "Said Property").

F] By an Indenture dated 27th October 2011 registered under Serial No. BDR-13/251 of 2012 the said Deemed Conveyance came to be executed in favour of the Society herein in respect of the said property more particularly described in the schedule hereunder written.

G] The Society is absolutely seized and possessed and/or otherwise well and sufficiently entitled to the plot of land admeasuring 3121 sq.mts., with building thereon CTS No. 613, 613/1 to 613/36 of Village Kanjur, Taluka Kurla, Mumbai Suburban District and more particularly described in the schedule hereunder written and that an area of 1183.30 sq.mts. has been affected by road set back and net plot area for construction comes to 1938.07 sq. mts.

H] The building of the Society was constructed in the year 1988-89 and the same is not in a good condition and as such the members of the Society have proposed to go for redevelopment of the said property by demolishing the existing building thereon.

I] The Society consists of a building with 3 wings having 57 commercial units (as per share certificate) and 30 flatsand area occupied by them are all set out in **Annexure "A"** hereto.

J] The said building is now in weak condition as per building structural audit report dated January, 2018 submitted by M/s. Vinayak Chopdekar & Associates, Registration No. STR /C /33.

K] Society has decided to implement Re-development program and compliance of Government directives dated 03.01.2009, completed process on their own and selected the Developer herein.

L] In the said Special General Body Meeting Dated 23.04.2017 the offer received from the Developers viz. M/s. Sudhanshu Infrastructures Pvt. Ltd., was found most suitable and the same was unanimouslyaccepted by the Special General Body with few modifications. Further the Society authorized its Managing Committee to take necessary steps and to execute necessary papers and documents on behalf of the Society in favour of the Developer. Accordingly the Society has issued a Letter of Acceptance dated 29.4.2017 to the Developer herein viz. M/s. Sudhanshu Infrastructures Pvt. Ltd.,

M] The Members of the Society have jointly and severally consented to the Resolution and Development Right to be given to the Developer in respect of the proposed Re-Development of the said property by giving separate consent letter for the same.

N] The said Society in its Special General Body Meeting held on 23.04.2017 under Chairmanship of Mr. James have discussed the offer given by M/s. Sudhanshu Infrastructures Pvt. Ltd., vide letter dated 21.03.2017. Out of 63 members total 49 members were present in the said SGM. All present members unanimously gave conditional approval and agreed to give written consent to the Developer subject to terms and conditions decided at said Special General Meeting held on dated 23.04.2017. In this meeting the redevelopment committee, consisting of 06 members of the Society, was also appointed.

O] The Society accordingly, convened and held a Special General Body meeting ("SGM") on 17th June, 2018 which was presided by the Chairman of the Meeting, Mr. Devram Nathu Deokar, in the presence of Mr. M. K. More, Assistant Co-operative Officer authorized signatory of Deputy Registrar of Society, and the appointment of the Developer herein was confirmed in the said Special General Body Meeting and the selection of the Developer was resolved unanimously by all the members present at the said SGM. The saidAssistant Registrar further confirmed that the selection of the Developer was proper as all the formalities under Sec. 79 (a) of the Maharashtra Co-operative Society's Act, 1960 are fulfilled in every respect.

P] The Society and the Developers have accordingly agreed to execute the Development as under:

Q] The Developer has entered into a standard Agreement with an Architect Mr. Prabhakar Satam & Associates having his office at 9, Nalini Apt., Sane Guruji Marg, K.P.B. Marg, Mulund (East), Mumbai – 400 081, registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

R] The Developer has appointed a structural Engineer Mr. Nikhil Shanghavi of Shanghavi &Associates Consultants Pvt. Ltd., having his office at _____, for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision

of the Architect and the structural Engineer till the completion of the building/buildings.

S] The Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority (RERA) at Mumbai, dated _____, Certificate no. _____; authenticated copy is attached in Annexure "____";

T] By virtue of the Developer being the owner of the said property more particularly described in the Third Schedule hereunder written the Developer has sole and exclusive right to develop the said property and to sell the Shops/Flats/parking spaces in the said Sale Building to be constructed by the Developer on the said property and to enter into Agreement with the Purchaser of the shops/flats/parking spaces to receive the sale consideration in respect thereof;

U] The Developer intends to develop the said property by constructing a Rehab Building having shops and residential premises having ground plus 29storey's and sale building having ground plus 29storey's including four floor podium stack parking for parking of the vehicles as shown in the sketch annexed hereto as Annexure I.

V] The Developer through its Architect submitted the plan to the

Slum Rehabilitation Authority (SRA) and SRA has granted LOI dated _____ and IOA dated _____ SRA has granted Commencement Certificate for construction of Building.

W] The title of the Developer is clear, marketable and free from encumbrance as evidenced by Title Certificate dated _____ issued by Shri. G.S.Bhat, Advocate. The Title Certificate along with property cards are annexed as Annexure III Collectively.

X] The authenticated copies of the LOI, IOA and C.C. have been annexed hereto and marked as AnnexureIV Collectively.

Y] The authenticated copies of the plans of the Layout as proposed by the Developer and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure V,

Z] The authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Purchaser, as sanctioned and approved by the SRA have been handed over to the Purchaser before the execution of this Agreement for Sale;

AA] The Developer has got some of the approvals from the SRA to the plans, the specifications, elevations, sections and of the said

building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building OccupationCertificate.

BB] While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the project land and the said building and upon due observance and performance of which only the completion or OccupationCertificate in respect of the said building/s shall be granted by the SRA.

CC] The Developer has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

DD] The Purchaser has applied to the Promoter/Developer for allotment of a Flat No. _____ on _____floor in wing '_____' situated in the building being constructed in the said Project,

EE] The carpet area of the said Flat is _____square meters and "carpet area" means the net usable floor area of a Flat excluding the area covered by the external walls, areas under services shafts, but includes balcony appurtenant to the said Flat for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Flat.

FF] The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulation' contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

GG] Prior to the execution of these presents the Purchaser has paid to the Developer a sum of Rs. /-(Rupees only), being part payment of the sale consideration of the Flat agreed to be sold by the Developer to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Developer the balance of the sale consideration in the manner hereinafter appearing.

HH] The Developer has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai, dated _____, Certificate no. _____;

II] Under section 13 of the said Act the Developer is required to execute a written Agreement for sale of said Flat with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

JJ] In accordance with the terms and conditions set out in this

Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser hereby agree to purchase the (Flat/Plot) and the garage/covered parking(if applicable):

NOW THEREFORE, THIS AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Developer shall construct the said wings/buildingscomprising of Rehab Building for Slum Dwellers and PAP and Sale Building for sale of flats in the open market to the prospective purchasers in accordance with the plans, designs and specifications as approved by SRA from time to time.

2. The Developer shall construct the sale building having ground plus 29storey's as approved by SRA and in accordance with the plans, designs and specifications as approved by SRA from time to time. Provided that the Developer shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the area, location and floor of the Flat of the Purchaser except any alteration or addition required by any Government authorities or due to change in law or policy.

3. 1(a) (i) The Purchaser hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser Flat No.admeasuringsq.mts. of carpet area on floor in the building called as "ANIRAJ TOWER CHS LTD"(hereinafter referred to as "the Flat/Shop") as shown in the Floor plan thereof hereto annexed and marked Annexure VI for the consideration of Rs./-(Rupees _____ only) including 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 Annexure VII annexed herewith.

(ii) The Purchaser hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser parking space in tower bearing parking No.___situated in parking tower being constructed in the layout for the consideration of Rs. _____/-

1(b) The total aggregate consideration amount for the Flat including parking spaces is thus Rs. _____/-.

1(c) The Purchaser has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees only) (being ____% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Developer the balance amount of Rs. /- (Rupees only) in the following

manner :-

i. Amount of Rs./- () (being _____% of the total consideration) to be paid to the Developeron completion of the 2nd Slab of the building or wing in which the said Flat is located.

ii. Amount of Rs./- () (being _____% of the total consideration) to be paid to the Developer on completion of the 4thSlab of the building or wing in which the said Flat is located.

iii. Amount of Rs._____/- ( ) (being _____% of the total consideration) to be paid to the Developer on completion of the 6th Slab of the building or wing in which the said Flat is located.

iv. Amount of Rs._____/- ( ) (being _____% of the total consideration) to be paid to the Developer on completion of the 8th Slab of the building or wing in which the said Flat is located.

v. Amount of Rs._____/- ( ) (being _____% of the total consideration) to be paid to the Developer on completion of the 10th Slab of the building or wing in which the said Flat is located.

vi. Amount of Rs._____/- ( ) (being _____% of the total consideration) to be paid to the Developer on completion of the 12th Slab of the building or wing in

which the said Flat is located.

vii. Amount of Rs. _____/- ( ) (being _____% of the total consideration) to be paid to the Developer on completion of the 14th Slab of the building or wing in which the said Flat is located.

viii. Amount of Rs. _____/- ( ) (being _____% of the total consideration) to be paid to the Developer on completion of the 16th Slab of the building or wing in which the said Flat is located.

ix. Amount of Rs. _____/- ( ) (being _____% of the total consideration) to be paid to the Developer on completion of the 18th Slab of the building or wing in which the said Flat is located.

x. Amount of Rs. _____/- ( ) (being _____% of the total consideration) to be paid to the Developer on completion of the 21st Slab of the building or wing in which the said Flat is located.

xi. Amount of Rs. _____/- ( ) (being _____% of the total consideration) to be paid to the Developer on completion of the 23rd Slab of the building or wing in which the said Flat is located.

xii. Amount of Rs. _____/- ( ) (being _____% of the total consideration) to be paid to the Developer on completion of the plaster & tiling & flooring of the said

Flat.

xiii. Amount of Rs._____/- ( ) (being _____% of the total consideration) to be paid to the Developer on completion of the electric, plumbing & brick work upto the floor level of the said Flat.

xiv. Balance Amount of Rs./- () (being ___% of the total consideration) to be paid against and at the time of handing over of the possession of the Flat to the Purchaser.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer by way of Goods Service Tax (GST) or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developer) up to the date of handing over the possession of the Flat.

1(e) 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 SRA/Government or other authorities from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the

Developer 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, which shall only be applicable on subsequent payments.

1(f) The Developer shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the Occupation Certificateis granted by the competent auth. SRA, 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 Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate of 18% specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Developer shall demand additional amount from the Purchaser with 18% interest per annum thereon as per the next milestone of the Payment Plan.

1(g) The Purchaser authorizes the Developer 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 Developer may in its sole discretion deem fit and the Purchaser undertakes not to object/ demand/direct the Developer to adjust his payments in any manner.

2.1 The Developer hereby agrees to observe, perform and comply 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 the said plans or thereafter and shall, before handing over possession of the Flat to the Purchaser, obtain from the concerned local authority OccupationCertificate in respect of the Flat.

2.2 Time is essence for the Developer as well as the Purchaser. The Developer shall abide by the time schedule for completing the project and handing over theFlat to the Purchaser and the common areas to the association of the Purchasers after receiving the OccupationCertificate. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Developer hereby declares that the Floor Space Index available as on date in respect of the project land is _____

square meters only and Developer has planned to utilize Floor Space Index granted by SRA under Slum Rehabilitation Scheme as mentioned in the Development Control Regulation. The Developer has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only. The Developer alone is TDR generated in the said project land/said property and to sale proceeds of TDR. The Purchaser agrees that he/she does not claim any share in the sale proceeds of TDR and irrevocably consent that the Developer alone is entitled for the same.

4.1 If the Developer fails to abide by the time schedule for completing the project and handing over the Flat to the Purchaser, the Developer agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest at 18% per annum on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Developer, interest the rate of 18% per annum, on all the delayed payment which become due and payable by the Purchaser to the Developer under the terms

of this Agreement from the date the said amount is payable by the Purchaser to the Developer.

4.2 Without prejudice to the right of Developer to charge interest in terms of sub clause 4.1 above, 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 defaults of payment of installments, the Developer shall at its own option, may terminate this Agreement:

Provided that, Developer shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Purchaser (subject

to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer) within a period of thirty days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the Purchaser to the Developer.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range(if unbranded) to be provided by the Developer in the said building and the Flat as are set out in Annexure '____', annexed hereto.

6. The Developer shall give possession of the Flat to the Purchaser on or before . If the Developer fails or neglects to give possession of the Flat to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Flat with interest at 18% per annum from the date the Developer received the sum till the date the amounts and interest thereon is repaid.

Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of -

(i) war, civil commotion or act of God ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The Developer, upon obtaining the OccupationCertificate from the SRA and on the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Flat, to the Purchaser in terms of this Agreement to be taken within 1 (one) month from the date of issue of such notice and the Developer shall give possession of the Flat to the Purchaser. The Purchaser agrees to pay the maintenance charges as determined by the Developer or association of Purchasers, as the case may be. The Developer on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the OccupationCertificate of the Project.

7.2 The Purchaser shall take possession of the Flat within 15 days of the written notice from the promoter to the Purchaser intimating that the said Flats are ready for use and occupation:

7.3 Failure of Purchaser to take Possession of Flat: Upon receiving a written intimation from the Developer as per clause 7.1, the Purchaser shall take possession of the Flat from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and

thatDeveloper shall give possession of the Flat to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of three (3) years from the date of 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 Flatis situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at its 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.

8. The Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of residence for carrying on. He shall use the parking space only for purpose of keeping or parking vehicle.

9. The Purchaser along with other Purchasers of Flats in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Developer may decide and for this purpose also from time to time sign and execute the application for registration

and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Developer within seven days of the same being forwarded by the Developer to the Purchaser, so as to enable the Developer to register the common organization of Purchaser No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Co-operative Housing Society is to be promoted or formed by the Promoter/Developer or the flat purchaser as the case may be only after completion of the Development of the said property and sale of all premises.

9.1 The Developer shall, within three months from getting the full Occupation Certificate of the building to transfer to the society or Limited Company all the right, title and the interest of the Developer of the Building or wing in which the said Flat is situated.

9.2 Within 15 days after notice in writing is given by the Developer to the Purchaser that the Flat is ready for use and Occupation,

the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Developer such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Developer provisional monthly contribution of Rs._____/- per month towards the outgoings. The amounts so paid by the Purchaser to the Developer shall not carry any interest and remain with the Developer until a conveyance/assignment of lease of the structure of the building or wing is executed in favor of the society or a limited company as aforesaid On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developer to the Society or the Limited

Company, as the case may be. The Developer may grant separate Conveyance or Lease in favor of each of the societies or Joint Conveyance in favor of both societies together as the Developer may deem fit.

10. The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Developer, the following amounts:-

(i) Rs. _____ for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. _____ for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. _____ for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.

(iv) Rs._____ for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs. _____ For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs. _____ for deposits of electrical receiving and Sub Station provided in Layout.

11. The Purchaser shall pay to the Developer a sum of Rs.

_____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Developer in connection with formation of the said Society, or Limited Company and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building of wing of the building, the Purchaser shall pay to the Developer, the Purchasers' share ofstamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchaser shall pay to the Developer, the Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. <u>REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER</u>

The Developer hereby represents and warrants to the Purchaser as follows:

i. The Developer has clear and marketable title with respect to the project land; as declared in the title report annexed

to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

vii. The Developer has 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 project land, including the Project and the said Flat which will, in any manner, affect the rights of Purchaser under this Agreement;

viii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flatto the Purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of Purchasers the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;

x. The Developer has duly paid and shall continue to pay and discharge undisputed 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;

xi. 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 property) has been received or served upon the Developer in respect of the project land and/or the Project except those disclosed in the title report.

14. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Developer as follows :-

i. To maintain the Flat at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the 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 Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat 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 Flat in the same condition, state and order in which it was delivered by the Developer to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws Q the concerned local authority or other public authority. 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.

iv. Not to demolish or cause to be demolished the 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 Flat or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Developer and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the 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 project land and the building in which the Flat is situated.

vii. Pay to the Developer within fifteen days of demand by the

Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.

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 Flat by the Purchaser for any purposes other than for purpose for which it is sold.

ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Purchaser to the Developer under this Agreement are fully paid up.

x. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other

public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the Occupation and use of the 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.

xi. Till a conveyance of the structure of the building in which Flat is situated is executed in favor of Society, the Purchaser shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Flat is situated is executed in favor of the Society, the Purchaser shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiii. That the Purchaser has seen and verified the plan of the sale building and that they will not blame SRA inadequate/sub standard sizes of rooms in future and the

Purchaser has seen, verified the plan and size of the rooms and that he/she has agreed not to make any claims/damages/risk against CEO(SRA) and its staff for the same.

xiv) That the Purchaser has seen and verified the plan of the buildings comprising of Rehab and Sale Building to be constructed on the said property is with deficient open space and that he/she has agreed not to make any claims/damages/risk against CEO (SRA) and its staff for the same.

15. The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces,

will remain the property of the Developer until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Developer executes this Agreement he shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Flat.

18. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Developer does not create a binding obligation on the part of the Developer or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the Developer. If the Purchaser(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser 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 for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, 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.

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/SUBSEQUENT PURCHASERS

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 Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 thereunder 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.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchasers in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flat in the Project.

24. FURTHER ASSURANCES

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.

25. The Purchaser and/or Developer shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

26. That 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 or the Developer by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

MR. _____

MRS. _____

_____,

_____, Bhandup (W),

Mumbai – 400 078.

Notified Email ID: _____

M/s. SUDHANSHU INFRASTRUCTURES PVT. LTD

B-24/24A, ANIRAJ TOWER, OPP. KAKA PETROL PUMP,

L.B.S. MARG, BHANDUP (WEST),

MUMBAI- 400 078.

Notified Email ID: sudhanshu_infra@yahoo.in

It shall be the duty of the Purchaser and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at Purchaser, as the case may bethe above address shall be deemed to have been received by the Developer or the

27. JOINT PURCHASERS

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

28. STAMP DUTY AND REGISTRATION

The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser.

29. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

30. GOVERNING LAW

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at MUMBAI (city/town name) in the presence of attesting witness, signing as such on the day first above written.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT Plot of Land admeasuring 3121sq.mts., situated on C.T.S. No.613, 613 /1 to 613/36 of Village Kanjur, Taluka Kurla, Mumbai Suburban District with building thereon and more particularly described in the schedule hereunder written.

CONSTRUCTION SPECIFICATION / AMENITIES

The new complex shall have the following Amenities:

A. Soil investigation to assess bearing capacity, pile foundation Earthquake resistant construction and RCC framed structure.

B. Meter room separate.

C. The entrance lobby will have marble / granite flooring and POP ceiling with decorative light fitting.

D. Walls to be covered with marble/ granite/ mirror/ decorative mural.

E. Intercom facility with exchange for inter-connectivity between Members.

F. Floor to floor height as per M.C.G.M. rules and regulations.

G. Layout with cross ventilated as per planning constructions.

The flats shall have the following Amenities:

A. GENERAL

Vitrified flooring with skirting in all flats.
Acrylic emulsion paint on all internal walls.
POP punning on walls.

B. DOOR

Main entrance will be of teak wood frame, flush shutter with decorative laminates.
All bedroom doors will be marble frame and veneered flush door, polished.
Toilets – panel door of backlit. The toilet and bathroom doors will be marbled framed and P.V.C. shutters.

C. WINDOW

Marbled frame with aluminum powder coasted sliding window.
Aluminum sector will be heavy duty ¾ inches and 4 mm glass panes or panel.
Aluminum sliding windows with good quality glass.
Toilet/bath windows will be marbles frame with louvered window.

D. KITCHEN

Granite platform with stainless steel sink, concealed plumbing and drain board.

Glazed tile panel above the platform up to the ceiling.

Provision for exhaust fan window with marble framing.

Modular Kitchen.

E. ELECTRICAL

All the wiring will be concealed type in polycap wires.

The wires and all electrical fixtures will be copper and ISI marked brand.

Each room will be provided with circuit breakers.

There will be sufficient no. of points for each flat.

There will be proper illumination of surrounding as well as inside the premises.

F. TOILETS AND BATHROOMS

Designer glazed tiles up to door height.

Anti-skit tiles for flooring.

Washbasin of suitable size.

Provision for the installation of an exhaust fan.

Louvers type window.

G. R.C.C.

All the R.C.C. work will be carried out as per ISI standards.

This will be earthquake resistant design as per M.C.G.M. rules.

Water proofing will be done to all W.C. toilet & terrace.

H. BRICK WORK

i. All the external walls will be 150 mm thick solid bricks, in cm 1:5.

ii. All internal walls will be of single brick partition in cm 1:5 with RCC lintel or Patti of mid height.

I. PLASTER

External plaster will be in two coats with proofing compound.

Binder finer in first coat with smooth finish in cm 1:4.

Internal plaster will be 10 to 12 mm thick in single coat.

J. FLOORING

Will be of Vitrified titles of reputed brand make for entire flat with skirting of same tiles.

K. PLUMBING

All the external plumbing / water pipes will be 'C' class pipes.

Concealed Plumbing in UPVC Pipes.

External drainage will be standard pipes as per requirement of M.C.G.M.

The entire fixture like mixture, cocks will be reputed brand.

L. PAINTING

External paints will be durable acrylic based with textured paint.

Internally all the flats will be painted with emulsion paint finish.

M. LIFTS

These will be of sufficient capacity and of reputed brand.

Power back up will be provided.

N. GARDEN

Will be provided as per M.C.G.M. requirement.

O. PAVEMENT

Will be provided wherever required specially for path ways.

P. OTHER

i. Fire alarm & fire equipment as per Mumbai fire brigade standards.
ii. Refuse space as per M.C.G.M. if building is above 32 mtrs.
iii. Security cabin as per M.C.G.M. rules & regulation.
iv. All fittings & necessary materials warranty will be provided.
v. GYM /Fitness center will be provided as per M.C.G.M rules.

*** All the Amenities above are subject to approvals of M.C.G.M. & availability of the products or brands etc.

SIGNED AND DELIVERED BY THE]

WITHIN NAMED **:DEVELOPER:**]

M/S. SUDHANSHU INFRASTRUCTURE]

PVT. LTD.,]

At _____ on _____]

in the presence of]

WITNESSES:

1.]

2.]

SIGNED AND DELIVERED BY THE]

WITHIN NAMED **: PURCHASER:**]

[1] MR. _____]

[2] MRS. _____]

in the presence of]

WITNESSES:

1.]

2.]

R E C E I P T

RECEIVED of and from the within named Purchaser **MR.** _____the sum of **Rs. _____/-** (Rupees _____ only) (excluding taxes) paid by him / her via cheque to us on execution hereof as per terms & conditions of this Agreement.

WE SAY RECEIVED

M/S. SUDHANSHU INFRASTRUCTURES PVT. LTD.
ABHAYJEET S. DUBEY (Managing Director)

Date:-

LETTER OF ALLOTMENT

To,

[Applicant's name]

Sub: Allotment of residential/commercial flat/shop no. _____ in the Building known as "ANIRAJ TOWER CHS LTD." in project situated at C.T.S. No. 613, 613/1 to 36, Village Kanjur, L.B.S. Road, Opp. Kaka petrol pump, Bhandup (W), Mumbai- 400 078.

We thank you for your Application dated _____ bearing No. _____ ("Application Form") addressed to M/s. Sudhanshu Infrastructures Pvt. Ltd., and for the payments required for the purpose of allotment of your chosen residence. It is indeed our pleasure to inform you that the Unit booked by you via. the aforementioned Application Form and provisionally allotted to you is now being finalized subject to the terms and conditions as stated in the Application Form and hereunder.

The details of the Applicant and the Unit allotted thereto are as under:

Name of Allotee (s)	
Address of Allotee(s)	
Email ID of the Allotee (s)	
Flat / Shop No.	

Name of Building	
Floor No.	
Carpet Area	
No. of Car Parking (s) allotted	
Consideration Value	

Terms and Conditions:

1. Upon assurance of this Letter of Allotment, the Allotee shall be liable to pay the aforesaid Consideration Value and the Society and Other Charges as specified in Annexure "B" hereto together with the applicable government taxes and levies as per the Schedule of Payments specified in Annexure "A" hereunder, time being of the essence.

2. The Allotee shall, in relation to the Unit, make all payments to the Company from his own bank account only and not from and through the bank accounts of any third parties. The Allotee alone shall be responsible and liable in relation to the payments made by any third parties. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Unit shall be issued in favour of the Allotee only.

3. The Allotee agrees and undertakes to be bound by and perform all the obligations and the terms and conditions contained in the Application Form and this Letter of Allotment, including timely payment of amounts stated hereunder.

4. In the event the Allotee fails or neglects to comply with any of his obligations under the Application Form / Letter of Allotment, including (but not limited to) making payment of all due amounts as per Schedule of Payments stated in Annexure "A" hereto (and interest thereon, if any) or seeks to withdraw or cancel the Letter of Allotment /Agreement to Sell in respect of the Unit, the Allotee shall be deemed to be in default. In the event of such default, the Company shall issue notice to the Allotee of such default and the Allotee shall be provided with a further period of 15 days from the date of such notice to cure the said default. In the event the Allotee fails to cure such default within 15 days from the date of notice of such default (or such default is not capable of being cured), the Company shall have the option to cancel the allotment of the Unit, by sending a termination letter by RPAD /Speed Post. On such termination, the following shall apply:

a) The allotment/booking/Agreement to Sell for the Unit(s) shall stand immediately terminated and the Allotee shall have no right whatsoever with respect to the Unit(s), save and except the right to receive Refund Amount as per (b) below.

b) All amounts paid to the Company by the Allotee towards Consideration Value or part thereof (excluding interest and taxes thereon) after deducting there from the Liquidated Damages amounting to 10% of the Total Consideration ("Refund Amount") shall be refunded. The payment of the Refund Amount shall be subject to and after deducting thereon tax at source and/or other applicable government levies and taxes. For sake of clarity, the interest and/or taxes paid on the Consideration Value shall not be refunded upon such cancellation/termination. In the event, the amounts paid by the Allotee towards Consideration Value is less than the Liquidated Damages, the Allotee shall be liable and agrees to pay to the Company the deficit amount of Liquidated Damages.

c) The payment of Refund Amount shall be made through PDCs in 12 equal monthly installments. The first such monthly installments shall commence from the 13th month of the date of the letter of termination. The Allotee shall collect the said cheques at any time from the Company after giving advance notice in writing of at least 3 working days.

5. All overdue payments shall attract interest at 18% p.a., quarterly compounded, from the dates they fall due till realization. It is clarified that payment of such interest shall be without prejudice to the other rights and remedies available to the Company, including the right to cancel/terminate the allotment and/or claim losses/damages incurred or suffered in that regard.

6. The Consideration Value is free of any escalation, provided that in case the cost of inputs increase by more than 10% of the average cost of inputs estimated to be prevailing on the date of start of construction of the Wing/Building, then the Consideration Value shall stand increased by an additional amount equal to quantum of the increase in cost of inputs beyond the said escalation of 10%. The average cost of inputs shall be calculated using the Input Price Index of Construction Material and Labor Costs It is however clarified that, irrespective of the quantum of increase in input costs, the maximum additional amount payable on account of this factor shall not exceed 4.99% of the Consideration Value. It is also clarified that the Consideration Value shall not stand reduced below the amount(s) stated herein under any circumstances. The said applicable quantum of increase in input costs shall be certified by the Chartered Accountant of the Company and the Purchaser agrees that such calculation shall be binding on him and waives any right to raise a dispute in this regard.

7. The Company shall endeavor to make available the Unit for Possession (for fit outs) by 31st DECEMBER 2023 ["Date of Offer of Possession (for Fit Outs)"] (with a grace period of 18 (eighteen) months), subject to the Allotee not being in breach of any of the terms of the

Application Form/Letter of Allotment/ Agreement to Sell. In the event of any force majeure situations (including but not limited to inordinate delay in issuance of NOCs/ connections/ approvals/ licenses from the competent local authorities and/or judicial or regulatory orders), the date of such possession for fit outs shall stand extended accordingly.

8. The unit(s) cannot be let, sublet, re-sold or transferred to any third party by the Allotee till all amounts in relation to the Unit have been received by the Company and the Allotee has taken possession of the Unit.

9. The Allotee agrees not to do or omit to do 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 Project/Building or the Company or its associates or its representatives. In the event, the Allotee does or omits to do any such act, deed or thing then it shall constitute an event of default and the Company shall be entitled to proceed as per the provisions of this Allotment Letter.

10. The Allotee hereby agrees that the Company shall be entitled to recover / set off / adjust from the amounts if any, payable by the Allotee to the Company including the Consideration Value, the Society and Other Charges, interest and /or Liquidated Damages. The Allotee 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 Allotee, in that regard, shall be deemed to have been waived.

11. This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Letter of Allotment. Any dispute shall be settled by a sole arbitrator appointed by the Company and the arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Our Customer Relationship Management team can be contacted for any queries or assistance on the following coordinates:

Tel. no: 022-25953949/48; Email: info@sudhanshuinfra.co.in; sudhanshu_infra@yahoo.in

I would like to take this opportunity to thank you for the trust that you have reposed in the Sudhanshu Group, and assure you of your best services at all times.

Warm Regards,

For Sudhanshu Infrastructures Pvt. Ltd.

(Authorized Signatory)

ANNEXURE A

SCHEDULE	**PAYMENT**
On Plinth Work	20%
On 1st Slab	3%
On 2nd Slab	3%
On 3rd Slab	3%
On 4th Slab	3%
On 5th Slab	3%
On 6th Slab	3%
On 7th Slab	3%
On 8th Slab	3%
On 9th Slab	3%
On 10th Slab	3%
On 11th Slab	3%
On 12th Slab	3%
On 13th Slab	3%
On 14th Slab	3%
On 15th Slab	3%
On 16th Slab	3%
On 17th Slab	3%

On 18th Slab	3%
On 19th Slab	3%
On 20th Slab	3%
On 21st Slab	2%
On 22nd Slab	2%
On 23rd Slab	2%
On 24th Slab	2%
On 25th Slab	2%
On 26th Slab	2%
On 27th Slab	
On 28th Slab	
On 29th Slab	
On Brick Work	2%
On Plaster Work	2%
On Flooring & Tiling Work	2%
On Possession	2%
Total Agreement Value	**100%**

Note: GST and any other government levies shall be extra as applicable

Notes:

- This Schedule is a list of payment/construction slabs and is not in any particular sequence. Construction activities like block work etc. may be carried out in tandem with earlier slabs than stated and hence, the demand too may be generated earlier than above.
- Registration of Agreement to sell (Stamp Duty, GST & Registration charges apply) to be completed immediately after payment of 20% Plinth Amount and before the next installments as per the Schedule of Payments is due. The Company reserves its right not to accept any payment

over the 20% Plinth Amount till such time that the Agreement to Sell is registered and any delay in payment on this account shall be deemed to be delay on account of the Purchaser.

- All applicable Government Taxes and Levies including GST shall be payable as and when demanded by the Company.
- The Consideration Value paid by the Allotee to the Company shall be appropriated firstly towards any cheque bounce charges or any other administrative expenses, then interest and costs and expenses and lastly towards outstanding dues in respect of the Unit.
- In the event the Allotee approaches a bank/financial institution for availing a loan, any delay by such bank/financial institution in making the payment as per Annexure "A" above shall attract interest at 18% per annum from the date they fall due till realization of payment and shall constitute an event of default. In such event, the Refund Amount, if any, shall be paid by the Company to the bank/financial institution of the Allotee.

ANNEXURE B

SOCIETY AND OTHER CHARGES

- Other Charges (payable on or before the Date of Offer of Possession (for Fit outs):

Towards	**Amount (Rs.)**
Fitness Center & Common Amenities Fees	
Development Charges	
Legal Charges	
Society Formation Charges	
Share Application Charges	
Society Maintenance fee	
Electric Meter / Water Meter Connection Charges	

*** GST and any other government levies shall be extra as applicable.