SALE AGREEMENT

This Sale Agreement made at Mumbai this……day of _____ in the year Two Thousand and Twenty Three between:

GARODIA NAGAR MAHAVIR DHAM CO-OPERATIVE HOUSING SOCIETY LIMITED, a co-operative housing society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/HSG/4671 OF 1975 and having its Registered Office at Plot nos. 249/2/1/48, 249/2/1/49, 249/2/1/50 and 249/2/1/51, Garodia Nagar, Ghatkopar (East), Mumbai – 400 077 and the said Society is represented by its Office bearers (1) Smt. Sharmishta Jitendra Parikh (Chairman), (2) Shri Vinayak Dinkar Khot (Secretary) and (3) Shri Dhrumil Mahendra Shah (Treasurer), hereinafter referred to as "**the Promoter**" (which expression shall unless it be repugnant to context or meaning thereof be deemed to mean and include the said Society, its members for the time being and from time to time and their respective heirs, executors, administrators and assigns as also the successors, Administrators and assignees of the said Society) of the **ONE PART**

MR./MRS./Messrs _____, having PAN: _____ adults Indian inhabitants residing at _____, hereinafter referred to as "THE ALLOTTEE/S" (which expression shall unless repugnant to the context or meaning thereof be deemed to include in the case of an individual/s his/her/heir respective heirs, executors, administrators and permitted assigns and in the case of a partnership firm the partners or

partner for the time being constituting of the said the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their/his/her permitted assigns and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenery and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in the case of a body WHEREAS:

A. Garodia Nagar Mahavir Dham Co-Operative Housing Society Limited. is a duly registered as co-operative housing society under the provisions of Maharashtra Co–operative Societies Act, 1960 bearing Registration No. BOM/HSG/4671 OF 1975. Hereto annexed and marked as **ANNEXURE-A** is the photocopy of Society Registration Certificate ("the **said Society**").

B. The Promoter Society filed an Application bearing no. 405 of 2013 before the District Deputy Registrar, Co-operative Societies, Mumbai City (2) i.e. the Competent Authority under the provisions of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Managements and Transfer) Act, 1963 (hereinafter referred to as "**MOFA"**) for grant of a unilateral deemed conveyance under Section 11 (3) of MOFA in respect of the said Land and the said Buildings and by and under an order dated 26.03.2018 bearing no. Mumbai/DDR 2/HSG/DC/945/2018, the said Competent Authority allowed such application filed by the Society and

issued a certificate certifying therein that it was a fit case for enforcing unilateral execution of conveyance deed, conveying the right, title and interest upon the said Land and the Existing Building in favour of the Society, as a deemed conveyance.

C. Accordingly the instrument of Unilateral Deemed Conveyance in respect of the Land and the Existing Building as more particularly stated in the ***First Schedule*** hereunder written in favour of the Society was executed on 04.10.2018 and the same was duly registered with the office of Sub-registrar of Assurances under No. KRL5/13667/2018, on 10.10.2018 (hereinafter referred to as "**the Deemed Conveyance**"). A copy of the Index-II issued pursuant to the registration of the said Deemed Conveyance is annexed hereto and marked as **Annexure B**.

D. As per order issued by collector BSD under No. DILR/3C/CTS/Ghatkopar/areacorrection/SR/1878/2022 dated 25.07.2022 and as per M.R. No.38/14/2021, area of C.T.S. No.195/47 is rectified as 1839.20 Sq. Mts. instead of 1632.20 and that the same is recorded in property card on 29.07.2022 vide mutation entry no. 465.

E. In the circumstances, the Society is the sole owner and holder thereof and the name of the Society is reflected in the Property Register Cards in respect of the said Land. A copy of the Property Register Card is annexed hereto and marked as **Annexure** C**.**

F. The Old Buildings are very old and are in a dilapidated condition. Therefore, the said Society and its Member vide their resolution passed in the Special General Body Meeting decided to *inter alia* undertake self-redevelopment of the said Property by demolishing the Old Buildings and

construct a new building on the said Property. Accordingly, the said Society resolved/decided to opt for self-redevelopment of the said Property by following the prescribed guidelines set out in the latest Government Resolution for self-redevelopment ('the said Project'). The said Property shall hereinafter be referred to as 'the said project land'.

G. As per the provision of DCPR, 2034 amended from time to time, the said Property has the capacity of consuming Floor Space Index (FSI) of the property and FSI of the other properties that may be obtained by way of Transfer of Development Rights to be purchased from open market, FSI from Municipal Corporation of Greater Mumbai ("**MCGM**") by paying applicable premium thereof and fungible area available on the said project land from the MCGM by paying applicable premium therefor to the MCGM.

H. The Promoter has thus resolved to develop/ re-develop the said Property in accordance with the prescribed guidelines set out in the latest Government Resolution for self-redevelopment by utilizing and exploiting the full/ entire/ total FSI as may be available in present and/or all such benefits granted by MCGM under any policies as per the Development Control Regulations for Greater Mumbai and/or the Development Plan 2034 and/ or any regulation & changes introduced from time to time in respect of the Property.

I. Under the scheme of self-redevelopment agreed by the members of the Promoter, the Promoter proposes to re-develop the said Property in accordance with the prescribed guidelines set out in the latest Government Resolution for self-redevelopment by demolishing the Old Buildings and constructing or cause to construct a new building for

providing accommodation to the members of the said Promoter occupying flats in the Old Buildings in accordance with the plans, designs, specifications to be approved and sanctioned by the MCGM and other concerned local Authority/ies.

J. The Architect, Mr. Yash Rajesh Agarwal has prepared and submitted various plans, drawings etc. with respect to the said Project in coordination with the Promoter and proposed plans were submitted in the name of the Promoter by the said Architect.

K. The Promoter has proposed the building plans for construction of Podium plus 13 upper floors ('**the New Building**') for which the concessions are sanctioned by the Municipal Commissioner for 11 upper floors and Intimation of Disapproval (I.O.D.) has been issued by MCGM under File no. Intimation of Disapproval dated 13th August 2021 bearing no. P- P-7496/2021/(195/47)/NWard/GHATKOPAR/IOD/1/New. Hereto annexed and marked as **ANNEXURE – D** is the copy of the I.O.D. dated 13th August 2021.

L. The Old Buildings were demolished in or around March 2022. Further, Commencement Certificate on 4th May 2022 bearing No: P-7496/2021/(195/47)/N Ward/GHATKOPAR/FCC/1/New Dated 19 May 2021 has also been issued by MCGM. Copy of the said Commencement Certificate dated 19 May 2021 is annexed herewith as **Annexure-E**.

M. An authenticated copy of Certificate of Title issued by Ms. Jinita Shah, Advocates and Solicitors, dated 20th April 2023 evidencing the nature of the title of the Promoter to the said Property and the right of the Promoter

to develop the said Property on which the said Project is being/to be constructed, is hereto annexed and marked as **ANNEXURE–F**.

N. The Promoter has entered into a standard agreement with Mr. Yash Rajesh Agarwal, Architects registered with council of Architects and have appointed Mr. Rohit Varma of Mr. Navanath Aiwale as Structural Engineer for the preparation of the structural designs and drawings of the proposed construction as per recommendation and suggestion from the Architect. The Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the construction.

O. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure G-1**. The authenticated copies of the plans of the Layout as proposed by the Promoter 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 G-2**.

P. The authenticated copies of the plans and specifications of the Apartment (defined below) agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure H**.

Q. The Promoter has got some of the approvals from the concerned local authority(s) 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 Occupancy Certificate of the said Building.

R. 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 Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

S. The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

T. The Allottee/s is/are desirous of acquiring Flat bearing No. _____ admeasuring _____ sq. mtrs. RERA carpet area on the _____ Floor of the new proposed building, to be constructed by the Promoter herein, which shall be known as "Mahavir Dham" on the said project land (hereinafter referred to as "the said Apartment") as shown on the typical floor plan hereto annexed as **Annexure "I"**, bounded by red colour line along with right to use car Parking space No. _____ (_____) ("Car Parking Space") (the said Apartment and Car Parking Space are hereinafter collectively referred to as "**the said Premises**"), more particularly described in the Second Schedule hereunder written and has requested the Promoter to allot to him/her/them/it the said Premises. Upon the aforesaid request of the Allottee/s, the Promoter hereby agree to allot to the Allottee/s and the Allottee/s agree/s to acquire from the Promoters, the said Premises for the consideration and on the terms and conditions hereinafter appearing. The carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area

of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Apartment.

U. Prior to execution of this Agreement the Allottee/s has/have demanded inspection from the Promoter and the Promoter has given free, full and complete inspection to the Allottee/s of all documents of title relating to the said Property, the said Building/ Project and also the plans, layout, designs and specifications prepared by the Promoter's Architects, the certificate of title, revenue records and all other documents and all other documents as specified under RERA, including the rules and regulations made there under or any other applicable law;

V. Prior to execution of this Agreement the Allottee/s has examined the copy of the RERA Certificate and has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects;

W. The Allottee/s, after being fully satisfied about the right and authority of the Promoter to develop the said Property has agreed to purchase the said Premises from the Promoter and the Promoter has agreed to sell the same to the Allottee/s on the terms and conditions hereinafter set out;

X. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and

stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

Z. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. _____. A copy of the RERA Registration Certificate is annexed herewith and marked as Annexure _____.

AA. Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

BB. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and covered parking spaces in the manner stated hereinafter.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY

AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. SALE

The Promoter shall construct the said building/s consisting of 1 basement and ground/ stilt, / 3 podiums and 13 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. _____ of the type _____ BHK of carpet area admeasuring _____ sq. metres on _____ floor in the building Mahavir Dham as shown in the Floor plan thereof hereto annexed and marked Annexure I alongwith _____ (_____) car parking spaces for the total consideration of Rs. _____/- (Rupees _____ only) 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. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos:_____ situated at _____ Basement and/or stilt and /or

____podium being constructed in the layout for the consideration of Rs. _____/-.

1(b) The total aggregate consideration amount for the Apartment including ____ covered parking spaces is Rs. _____/- (Rupees _____ only).

1(c) The Allottee 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 the balance amount of Rs. _____/- (Rupees _____ only) in the following manner :-

i. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs. _____/- (Rupees

_____ only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..

vii. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 95% of the total consideration) to be paid to the 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 building or wing in which the said Apartment is located.

viii. Balance Amount of Rs. _____/- (Rupees _____ only) against and at the time of handing over of the possession of the Apartment to the Allottee on or after

receipt of occupancy certificate or completion certificate.

1(d) All taxes, levies, duties, cesses, charges (whether applicable/payable now or become applicable/payable in future) including but not limited to service tax and/or value added tax (VAT) and/or TDS and/or Goods and Services Tax (GST) and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, land under construction tax, local body tax, External Development Charges (EDC), Infrastructure Development Charges (IDC), Development charges, Development Cess, Labour Cess and/or all other direct/indirect taxes/duties, impositions applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies ("Statutory Charges") in respect of the said Premises and/or the transaction contemplated herein and/or in respect of the sale consideration and/or the other amounts payable shall be borne and paid by the Allottee/s. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on the Allottee/s. The Allottee/s is/are solely responsible for deduction, remittance and providing appropriate credit to the Promoters, of the applicable TDS (Tax Deducted at Source), if any, in respect of these presents and/or the Total Consideration. The Allottee/s hereby indemnifies/indemnify and keep/s indemnified the Promoters against all claims, costs, charges and expenses that may be made against or occasioned to or suffered by the Promoters for non-deduction and/or non-remittance of the applicable TDS (if any), by the Allottee/s in respect.

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 competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the 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 Allottee, which shall only be applicable on subsequent payments.

1(f) The Allottee/s acknowledge/s that the calculation of RERA carpet area in respect of the said Flat may undergo minor variation at the time of completion of construction of the said Flat. The Promoters agrees that the variation in the RERA carpet area while handing over the said Flat to the Allottee/s shall not be more than +/- 3% (three percent) of the carpet area of the said Flat agreed under this Agreement. The Allottee/s hereby agree/s that any such change/revision in the RERA carpet area of the said Flat up to +/- 3% (three percent) is acceptable and binding upon him/her/it/them and they shall not object to such variation at any time.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee 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 Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess 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 Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the 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 Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the 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 Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

1(i) The Allottee/s shall make all payments towards the Total Consideration in favour of Garodia Nagar Mahavir Dham Cooperative Housing Society Ltd. Escrow Account No. 039702000002397 in favour of Garodia Nagar Mahavir Dham Cooperative Housing Society Ltd. IFSC code: IOBA0000397. The amounts deposited by the Allottee/s towards the Total Consideration in the said Account will be dealt by the Promoters in the accordance with RERA read with the RERA Rules.

2.1 The Promoter 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 Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c).

3. In this Agreement, the word Floor Space Index (F.S.I.) or Floor Area Ratio (F.A.R) shall have the same meaning as understood by the MCGM under its relevant building regulations or byelaws. The Promoters shall be entitled to float the F.S.I. of the said project land for carrying out any permissible construction in the Project. Total FSI of _____ Square Meters (built-up) has been sanctioned for consumption in the construction and development of the Building. In the event of grant of additional FSI/FAR by the competent authority as a result of including but not limited to addition of extra land to the said project land, increase in FSI /FAR, purchase of paid FSI/FAR by the Promoters, purchase of TDR, additional FSI as compensation, in such an event the Promoter shall be absolutely entitled to utilize such additional FSI/FAR on the said project land or part thereof either by way of construction of new building or extension of any of the building/s/ on the said project land as may be permitted. The Allottee/s has/have hereby given his/her/its/their

permission for the same and shall not object to the utilization of the additional FSI/FAR by way of construction of new building or extension of any of the existing building and when such FSI is granted, the Promoters shall be entitled to use the same on the said Property either by way of construction of new building or extension of the building or adding floor/s on the existing building as per the discretion of the Promoters. The Allottee/s has hereby given his/her/its/their permission that the Promoters shall be entitled to revise the plans, get the same sanctioned from the local/Competent authority and construct the additional flats permitted by local/competent authority and to allot/sell them to the intending allottee/s thereof. The Allottee/s shall have no objection for the said new allottee/s to be admitted as members of the said Society.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

4.2 Without prejudice to the right of Promoter to charge interest in terms of sub- clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes

levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Promoter shall at its own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, 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 Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination against the Allottee/s executing and registering requisite Deed of Cancellation and returning original of this Agreement duly cancelled. It is agreed and understood that after offering the refund as stated above to the Allottee/s, it shall be construed as due compliance by the Promoters of the termination clause and accordingly thereafter Promoters shall be at liberty and shall have all legal right to allot and/or sell/transfer the said Premises to any third party upon such terms and conditions as may be deem fit by the Promoter. The Allottee/s shall not be entitled to raise any dispute or objection for such third-party allotment of the said Premises by the Promoter.

5 The liquidated damages shall include: (i). 10% of the amount of Entire

Purchase Consideration, (ii). interest on any overdue payments, (iii). brokerage paid to channel partners/brokers, if any, (iv). any amount paid by the Promoters to any of the Government Authorities in respect of this agreement allotment of said Flat to the Allottee/s including stamp duty, registration charges, GST or any other taxes paid to any authorities. It is agreed and understood that after deducting the total amount of liquidated damages under all the heads mentioned above the balance amount if any shall be refunded to the Allottee/s in the manner stated above and that too simultaneously upon Allottee/s executing and registering the Deed of Cancellation of this Agreement and handing over original of this Agreement. The Parties further confirm that any delay or default in such execution/registration shall not prejudice the cancellation, the Promoter's right to forfeit and refund the balance to the Allottee/s and the Promoter's right to sell/transfer the said Flat and/or car park(s) to any third party. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the said Flat and/or any part or portion thereof and/or Car park(s) and/or the Building/ Project and/or the said project land and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Promoter in any manner whatsoever. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

6. 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 Promoter in the said Building and the Apartment as are set out in **Annexure J**, annexed hereto.

7. POSSESSION OF SAID FLAT AND FORCE MAJEURE EVENTS

7.1 The Promoter shall give possession of the Apartment to the Allottee on or before 31st day of December 2025. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of - Acts of God i.e. fire, drought, flood, typhoon, tornado, landslide, avalanche, tempest, storm, earthquake, epidemics or exceptionally adverse weather conditions and any other natural disasters.

7.2 For the purpose of these presents "Force Majeure Event" shall mean and include any event or circumstance or combination of events or circumstances set out below that affects the Promoter in the performance of his obligations in accordance with the terms of this Agreement:-

(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.

7.3 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment

made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.4 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.5 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 7.3, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.3 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.6 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or

provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. STRUCTURAL DEFECTS AND DEFECT LIABILITY

8.1 If within 5 (five) years from the date of the receipt of the Occupation Certificate in respect of the said Flat or the issuance of the Possession Notice, whichever is earlier, the Allottee/s brings to the notice of the Promoter any structural defect in the said Flat or the Building in which the said Flat is situated or the material used therein, such defects or unauthorized changes may be rectified by the Promoters, subject to clause 8.2 hereinbelow, at its own cost and in case it is not possible to rectify such defects or unauthorized changes then the Allottee/s shall be entitled to receive from the Promoters a reasonable compensation for such defect or change. The word defect hereinabove stated shall mean only the structural defects caused on account of workmanship, quality or provision of service and shall not mean defects caused by normal wear and tear, negligent use of the said Flat, abnormal fluctuations in the temperatures, abnormal heavy rains etc. In the event of there being any external leakages or external defects to the Building being detected within the above-mentioned period of 5 (five) years, the same shall be rectified by the Promoter. However, any internal repairs inside the said Flat shall be carried out by the Allottee/s at his/her/its/their own costs.

8.2 It is clarified that the liability of the Promoter under Clause 8.1 shall not extend to:

a. any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other allottees in the Building (including the family members, servants, occupants, licensees of such allottees) i.e. against the guidelines, precautions, warranties, warnings on the products, provided by the Promoter/Utility Providers for the Building.

b. defects caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature; negligent use of the said Flat or the Internal Fittings provided therein. Defects in Internal Fittings are not included therein and are subject to individual warranties provided by the manufacturers of such Internal Fittings in this regard.

9. **ADMISSION OF ALLOTTEE/S AS MEMBER/S IN THE SOCIETY**

9.1 The Allottee/s shall, from time-to-time sign and execute the application for membership and other papers and documents necessary for becoming a member of the Promoter.

9.2 The Promoter shall admit all allottee/s/ purchasers of Flats and premises in the said Building as members, in accordance with its bye-laws.

9.3 The Allottee/s shall provide undertaking he/ she/ it will abide with Maharashtra Co-operative Societies Act 1960, the bye-laws of the Promoter.

9.4 The Allottee/s shall make application for membership (Appendix-2) and furnish an undertaking in the prescribed form (Appendix 3) to the effect that Allottee/s shall use the flat for the residential purpose only.

9.5 Upon the said Allottee/s becoming a member of the said Society, the rights, benefits and interests of the Allottee/s shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, covenants, stipulations and provisions of this Agreement.

9.6 At the time of making application for becoming a member of the Promoter to be at par with existing members, the Allottee/s shall make payment of Rs. _____/- per sq. ft. carpet.

9.7 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) 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 Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined

the Allottee shall pay to the Promoter provisional monthly contribution of Rs. ..... per month towards the outgoings.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, 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 towards outgoings of Society, services connection charges &

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

11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

i. The Promoter 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 Promoter 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 Promoter 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 Promoter 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 Allottee created herein, may prejudicially be affected;

vii. The Promoter 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 Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

ix. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

x. The Promoter 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 Promoter in respect of the project land and/or the Project except those disclosed in the title report.

12. ALLOTEE'S COVENANTS

The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment 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 Apartment 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee 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 Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment 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 Apartment without the prior written permission of the Promoter.

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 Apartment 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 Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, 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 Apartment 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.

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

x. The Allottee shall observe and perform all the rules and regulations which the Promoter 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 Apartments 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 Allottee shall also observe and perform all the stipulations and conditions laid down by the Promoter regarding the occupancy and use of the Apartment 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. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.

13. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee 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.

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

15. RIGHTS OF THE PROMOTER

15.1 The Promoter shall be entitled to put hoarding/boards of their brand name in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the said Property and/or the Building and on the façade, terrace, compound wall or other part of the Building. The Promoter shall also be entitled to place, select, decide hoarding/board sites as may permitted by the said Society.

15.2 The Promoter shall be entitled to and shall be at liberty to make changes, modifications or alterations in the layout and building plans, so also the user of the flat/s in the Building, locations of the said Project amenities, other building out of the said Project, if any and that of utilities etc., as well as to increase or decrease the total number of Flats in the Building and Car Parking Spaces. The Allottee/s hereby grants his/her/its/their permission for such change/modification/alteration of layout and/or building plans or the use of flats, or the total number of flats at the absolute discretion of the Promoter, without adversely affecting design/area of the said Flat agreed to be purchased by the Allottee/s.

15.3 Irrelevant of the stage of redevelopment, the Promoter shall have the privilege and right to sell, dispose of such unsold flats to any person/s as

per its discretion at any time in future, without any objection of whatsoever nature on the part of the Allottee/s or the Promoter Society. The flats in respect of which concerned agreements to sell are cancelled or terminated as envisaged under this Agreement, shall also be treated as unsold flats for the purpose of this clause. Such new Allottee/s shall be given membership of the said Society and the same shall be given by accepting only Membership Fee without asking for any other consideration/fee. The Allottee/s as well as the said Society shall extend all co-operations to the Promoter and the new Allottee/s in this regard.

15.4 In the event any portion of the said Property being required by any utility/service provider for installing any electric sub-station/transformer/Building gas bank machinery, plants, buildings, etc., the Promoter shall be entitled to transfer such portion to the said utility/service provider or any other body for such purpose on such terms and conditions as the Promoter deems fit and/or as per requirement of such utility/service provider or as per applicable law/rules/regulations.

15.5 All the common areas amenities and facilities of the Building shall remain under the charge and control of the Promoter till the Promoter formally hands over the charge and control thereof to the Society.

15.6 The Allottee/s knows and accepts that the said real estate project is a redevelopment project of Society and since the Society is already in existence and the owner of the said project land, there will not be any question of Promoter complying with their obligation under RERA regarding formation of society as per section 11(4)(e) and transfer of title

as per Section 17 of RERA. However, if under the provisions of RERA or other applicable laws Promoter is required to execute any document, inter-alia, handing over the New Building to the Society/Confirming Party then Promoter will execute such document as and when required but at the cost and expenses of the Allottee/s and other Apartment holders of the New Building. The Allottee /s shall be liable to incur and bear his/her/their proportionate share/contribution in the said cost and expenses including the stamp duty and registration of such document.

If required as per RERA: The Promoter shall on execution of registered agreement for sale by 51% purchasers form within the period of 3 months from handing over possession of the last unsold Plot to the concerned Purchaser, in of the said Property, shall form a Co-operative Housing Sociely governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 or such other body as may be deemed fit by the Promoters and all the purchasers of Plots shall be bound to become and be admitted as members.

If required as per RERA: The Promoter shall, within three months of obtaining Occupancy Certificate (OC) initiate the transfer to the society or Limited Company all the right, title and the interest of the Developers in the said structure of the Building or wing in which the said Apartment is situated.

If required as per RERA: The Promoter shall, within three months of obtaining Occupancy Certificate (OC) as aforesaid, initiate the transfer to the Society all the right, title and the interest of the Developers in the project land on which the building is constructed.

The charges, costs expenses for conveyance/assignment of leasehold rights, including but not limited to Competent Authority Transfer Charge, or any other

charge or taxes that may be levied due to this transaction by Competent Authority, Government or Quasi-Government, Judicial Or Quasi-Judicial Authorities or any other charge for the transfer of the said plot on 'actual basis' shall be borne by the Allottee in proportion to his gross usable area and that the Allottee shall come forward to accept conveyance of the said plot/structure in the name of the society formed within two (02) months from the date of intimation by the Promoter. This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate.

16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he/ she/ they shall not mortgage or create a charge on the Apartment 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 Allottee who has taken or agreed to take such Apartment.

17. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee 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 Allottee and

secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

18. ENTIRE AGREEMENT

This Agreement, along with its schedules and 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 apartment/plot/building, as the case may be.

19. RIGHT TO AMEND

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

20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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 Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

21. 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

23. DISCLOSURES:-

The Allottee/s for himself/herself/themselves with an intention to bring all persons unto whomsoever hands the said Premises may come, doth hereby represent to the Promoter as follows:

a. That he/she/them/it has independently investigated and conducted due diligence and has satisfied himself/herself/themselves in respect of the title of the said Property, after being given complete inspection of all documents relating to title of the said Property, including sufficient time to go through this Agreement and all other ancillary documents.

b. That he/she/they/it waives his/her/their right to raise any questions or objections to the title of the Promoters and of the said Building and said Premises, considering all the queries have been sufficiently answered/satisfied by the Promoter.

c. That he/she/it/they has entered into these presents after understanding and accepting the terms mentioned hereinafter taking advice of professionals and well-wishers, if required, and shall not subsequently raise any grievance with respect to any clauses contained herein.

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. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

26. All notices to be served on the Allottee/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s,

By Registered Post A.D./Under Certificate of Posting at his/her/its/their address specified below:-

viz. _____ _____ _____.

Email ID: _____

All communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her/it/them which shall for all intents and purposes to consider as properly served on all the Allottee/s.

27. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee 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 Allottees.

28. Stamp Duty and Registration:-

The Allottee is aware that in accordance with the Government Order bearing No. TPS-1820/AN27/P. K- 80/20/UD- 13 dated 14.01.2021 and Hon. VP & CEO/A's Circular No. REE/MB/PARIPATRAK/ 424/2021 dated 25/02/2021, the Promoters have availed reduction in the premium and has agreed to pay the entire stamp duty of the prospective buyers of the area for which 50 % reduction in premium is availed. The Allottee will sign and execute such writings/ Affidavit/ undertakings in the form as may be required by MCGM to confirm that stamp duty in this Agreement is paid by the Promoter herein.

30. Dispute Resolution:- Any dispute between the Parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Regulatory Authority at Mumbai as per the provisions of RERA and the rules and regulations made thereunder.

31. 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 Mumbai 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 in the presence of attesting witness, signing as such on the day first above written.

First Schedule

All that piece and parcel of the land bearing Plot nos. 249/2/1/48, 249/2/1/49, 249/2/1/50 and 249/2/1/51 in total admeasuring about 1839.20 Sq. mtrs. together with the structures (now demolished) situated at Garodia Nagar Mahavir Dham Co-operative Housing Ltd., Garodia Nagar, Ghatkopar East, Mumbai: 400077 bearing CTS no 195/47 at Village Ghatkopar, Taluka Kurla, Mumbai Suburban District

And bounded by as follows:-

On or towards east:- Sangam building.

On or towards West:- Devang Apartment

On or towards North:-Jay Paras building.

On or towards South: Vikas building.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of "the said Premises") Flat bearing No._____ comprising of _____ (_____) Bedrooms, Hall and Kitchen on the _____ (_____) Floor admeasuring _____ Sq. Mt. _____ Sq. Mt.

equivalent to _____ Sq. Ft. (RERA carpet area) [_____ Sq. Mt. and Car Parking Facility for _____ (_____) Cars in the New Building known as “Mahavir Dham” standing on the said Property more particularly described in the First Schedule hereinabove written.

SIGNED AND DELIVERED BY THE WITHIN NAMED Allottee:

(including joint buyers) (1) (2) At on

in the presence of

WITNESSES:

1. Name Signature _____

2. Name Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED Promoter:

GARODIA NAGAR MAHAVIR DHAM CO-OPERATIVE HOUSING SOCIETY LIMITED

(1) (Authorized Signatory) WITNESSES:

Name Signature _____ _ Name Signature _____ Note