AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai, this___day of _____202 BETWEEN M/S. MEHTA AND SHIRODKAR DEVELOPERS, (PAN NO. ABSFM4974G) a partnership firm registered under the Indian Partnership Act, 1932, bearing Registration No.64681 having its office address at 5-B, Shreenath Apartment No.3, Chaphekar Bandhu Marg, Mulund (East), Mumbai 400081, represented through its partners namely Mr.ManoharShirodkar (PAN NO.AMUPS1159C) and Mr.RohanShirodkar, (PAN NO. BYTPS2280Q) hereinafter referred to as "THE DEVELOPERS" (which terms and expression shall unless it to be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being constituting the said firm, the survivors or survivor of them, their / his heirs, executors, administrators and assigns) of the First Part ,

AND

Hindu, Indian Inhabitant of Mumbai, presently residing at ---------- hereinafter referred to as the "PURCHASER/S" (Which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their respective heirs, executors, administrations and assigns) of the OTHER PART;

WHEREAS the GANESH DHAM CO-OPERATIVE HOUSING SOCIETY LTD., a Co-operative Housing Society registered under the Maharashtra Co-op Societies Act, 1960 and bearing Registration No. BOM/W.T./HSG/TC-8248 OF 1998-99, (hereinafter for brevity's sake referred to as `the SOCIETY') is the absolute owner and interalia seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of land bearing C.T.S. No.10 of Village - Mulund (East), totally admeasuring 5513 sq. mtrs. lying, being and situated at V. B. PhadkeMarg, Mulund (East), Taluka - Kurla, and in the Registration District of Mumbai and Mumbai Sub-district and which is more particularly described in the **FIRST SCHEDULE** hereunder written (The said property hereinafter for brevity's sake is referred to as `the said property').

AND WHEREAS the name of the SOCIETY is recorded in the record of rights of the said property maintained by the Assessor & Collector, MCGM and also in the Property Register Card

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of the said property maintained by the City Survey Office is annexed hereto and marked as **ANNEXURE "A".**

AND WHEREAS the said SOCIETY had 7Wings consisting of Ground plus 3 upper floors having total 16 flats i.e. in all 112 residential Flats therein (hereinafter called "the existing buildings"). The Existing members of the SOCIETY were holding 112 residential Flats in the said buildings by virtue of their membership of the SOCIETY.

AND WHEREAS considering the condition of the existing building, members of the society decided to demolish the said existing building and to construct new building by utilizing maximum FSI generating from the said Property and TDR or such available FSI as permissible under the DCPR 2034, then in force and as may be amended from time to time and rehabilitate all the existing members in the new building to be constructed on the said Property.

The Deputy Registrar, Co-operative Societies, 'T' Ward issued NOC for appointment of M/S. MEHTA AND SHIRODKAR DEVELOPERS, as a Developer dated _____ (Copy of the said NOC is annexed herewith and marked as **ANNEXURE "B").**

AND WHEREAS vide Re-Development Agreement dated 28thday of March, 2022 registered with the Jt. Sub-Registrar of Assurances, Kurla-4 under Sr. No.KRL4-10295-2022the said GANESH DHAM CO-OPERATIVE HOUSING SOCIETY LTD., referred as the SOCIETY therein, and EXISTING MEMBERS therein, M/S. MEHTA AND SHIRODKAR DEVELOPERS, referred as the DEVELOPERS therein and referred as a Confirming Party therein, the SOCIETY assigned the Development Rights of the said property to the DEVELOPERS herein upon the terms and conditions mentioned in the above mentioned Development Agreement and the said SOCIETY also executed a General Power of Attorney dated 10thday of May, 2022 in favour of M/S. MEHTA AND SHIRODKAR DEVELOPERS, for the development of the said property which was also registered with the Jt. Sub-Registrar of Assurances, Kurla-4 under Sr.No.KRL4-10295-2022.(Copy of the Index -2 of the said Development Agreement is annexed herewith and marked as **ANNEXURE "D").**

AND WHEREAS thereafter the DEVELOPERS herein started the process of re-development of the property of the SOCIETY on the terms and conditions recorded in the above referred FINAL OFFER and submitted the Plans for the approval to the Municipal Authorities and got the approval for the same. The DEVELOPERS have also obtained the CC bearing No. No P-11773/2022/(10)/T Ward/MULUND-E/CC/1/New on 23th October,2023. (Copy of CC is annexed hereto and marked as **ANNEXURE "E"**)

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OR

AND WHEREAS in pursuance of the above mentioned deeds and documents, the DEVELOPERS are entitled to develop the said Property in accordance with the said Sanctioned Plans.

AND WHEREAS the DEVELOPERS have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the said Act) with the Real Estate Regulatory Authorityunder Registration **No._____.** (copy of RERA Registration Certificate is annexed hereto and marked as **ANNEXURE "F")**.

AND WHEREAS the DEVELOPERS have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

AND WHEREAS the DEVELOPERS have started the construction of the said building as per the sanctioned building plans and shall sell Residential Flats/Shops/ Commercial Premises in the said building, other than those reserved for the member of the said SOCIETY.

AND WHEREAS by virtue of the Deeds recited herein above the DEVELOPERS alone has the sole and exclusive right to sell the Residential Flats, in the said building to be constructed by the DEVELOPERS in the said property and to enter into agreements with the Purchasers of the Flat, and to receive the Sale Proceeds in respect thereof.

AND WHEREAS the PURCHASER/S demanded from the DEVELOPERS and the DEVELOPERS has given inspection to the PURCHASER/S of all the documents of title relating to the said property, and the plans, designs and specifications prepared by the DEVELOPER'S Architect YMS Consultants Ltd. and of such other documents as demanded by the PURCHASER/S.

AND WHEREAS the copies of the Property Register Card showing nature of title of the SOCIETY to the said property on which the building is to be constructed, copies of Certificate of Title issued by the Advocate of the DEVELOPERS and specifications/amenities to be provided in the Flat agreed to be allotted to the PURCHASER/S approved by the concerned Authorities have been annexed hereto and marked as **ANNEXURE "A", "G" AND "H"** respectively.

AND WHEREAS the DEVELOPERS herein agreed to Sell to the PURCHASER/S herein and the PURCHASER/S herein agreed to purchase from the DEVELOPERS a **Flat No._____ on the**

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_____ Floor in _____ Wing ad measuring about _____ sq. ft. RERA Carpet Area along with One Parking ad measuring 12.00 sq. mtrs. as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the said Act (hereinafter said Flat and said Parking is jointly referred to as the " said Flat") which is more particularly described in Second Schedule and the floor plan of the Flat is annexed hereto and marked as **ANNEXURE "I");**

AND WHEREAS, prior to the execution of these presents the PURCHASER/S has paid to the DEVELOPERS a sum of **Rs._____/- (Rupees _____ Only)** being part payment of the sale consideration of the said Flat agreed to be sold by the DEVELOPERS to the PURCHASER/S as advance payment or Application Fee (the payment and receipt whereof the DEVELOPERS both hereby admit and acknowledge) and the PURCHASER/S has agreed to pay to the DEVELOPERS the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said Flat in favour of the PURCHASER/S, being in fact these presents and also to register said Agreement for sale under the Registration Act,1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the DEVELOPERS hereby agrees to sell and the PURCHASER/S hereby agrees to purchase the said Flat.

AND WHEREAS, 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;

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

1. CONSTRUCTION OF THE BUILDING/FLAT/SHOP/COMMERCIAL PREMISES:-

The DEVELOPERS shall construct a Building to be known as **GANESH DHAM** consisting of Residential Flat on the said property in accordance with the plans, designs, and specifications sanctioned/approved by the DEVELOPER'S Architect YMS Consultants Ltd, to the Municipal Authorities and approved by the said authority and which have been seen and approved by the

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PURCHASER/S herein with only such variations and modifications as may be required by the concerned local authority/the Government to be made in them or any of them and any such changes except in compliance with section 14 of the said act and other laws as may be applicable.

Provided that the DEVELOPERS shall have to obtain prior consent in writing of the PURCHASER/S in respect of variations and modifications of area, which may adversely affect the Flat/ of the PURCHASER/S. Provided that the DEVELOPERS may make such minor additions and alterations as may be required by the PURCHASER/S or any such alteration or addition required by concerned local authority or any Government authorities or due to change in law.

2. CONSIDERATION/PRICE OF THE SAID FLAT: -

2.1 The PURCHASER/S hereby agrees to purchase from the DEVELOPERS and the DEVELOPERS hereby agrees to sell the **Flat bearing No._____** admeasuring about **_____sq. ft. RERA Carpet Area on _____ Floor in the Building GANESH DHAM** as shown in the Floor Plan thereof hereto annexed and marked as **ANNEXURE "I"** and more particularly described in the **SECOND SCHEDULE** hereunder written and the consideration payable for the said Flat by the PURCHASER/S to the DEVELOPERS works out to **Rs._____/- (Rupees _____ Only)** including cost of **Parking Space admeasuring about 12.00 sq. mtrs.**

The Purchaser/s shall deduct TDS, applicable by law from the total consideration of this Agreement and deposit in the appropriate Bank. The Purchaser/s shall produce TDS certificate to the Developers in respect of the said payment. Such deduction and payment of TDS amount to the Income Tax Department as aforesaid shall from a part of the total consideration under this Indenture.

The Total Price above excludes Taxes(consisting of tax paid or payable by way of GST, and Cess or any other similar taxes which may believed, in connection with the construction of and carrying out the Project.

2.2 The Total Price is escalation-free, save and except increases which the PURCHASER/S hereby agrees to pay, 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 from time to time.

2.3 The PURCHASER/S agrees and understands that timely payment towards purchase of the said Flat as per payment plan/schedule hereto is the essence of the Agreement. The Total Price

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above includes the advance payment/booking amount/part payment paid by the PURCHASER/S to the DEVELOPERS towards the said Flat. The PURCHASER/S herein is well aware that, construction/development of the said Building in which the said Flat is situated is under progress on the said land and considering the present status of the same, the PURCHASER/S has agreed to pay the aforesaid total price/consideration to the DEVELOPERS herein as per Annexure annexed and marked as **ANNEXURE "J"**

2.4 The DEVELOPERS herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-mail to the PURCHASER/S and the PURCHASER/S shall make payment of such due amount to the DEVELOPERS within 7 days from date of receiving such intimation. The PURCHASER/S herein specifically agrees that he/she/they shall pay the aforesaid amount without any delay along with each installment.

3. MODE OF PAYMENT:-

Subject to the terms of the Agreement and the DEVELOPERS abiding by the construction milestones, the PURCHASER/S shall make all payments, on demand by the DEVELOPERS, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of **"M/S MEHTA AND SHIRODKAR DEVELOPERS"**

ACCOUNT NO. : _____

IFSC CODE : _____

BANK NAME : _____

BRANCH : _____

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:-

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

5. INTEREST ON UNPAID DUE AMOUNT : -

Without prejudice to the right of the DEVELOPERS to take action for breach arising out of delay in payment of the installments on the due dates, the PURCHASER/S shall be bound and liable to pay interest @ State Bank of India MCLR rate [lus two percent that is as mentioned in RERA rules, on all the amounts which become due and payable by the PURCHASER/S to the DEVELOPERS till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of

DRAFT

the right of the DEVELOPERS under this Agreement, nor shall it be construed as condonation of delay by the DEVELOPERS. The amount of interest may be informed to the PURCHASER/S from time to time or on completion of the said Building, and the PURCHASER/S has/have agreed to pay the same as and when demanded before the possession of the said Flat.

6. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY: -

The DEVELOPERS 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, state and/or Central Government including Environment department at the time of sanctioning the plans or any time thereafter or at the time of granting Completion Certificate or anytime thereafter. The DEVELOPERS shall before handling over possession of the said Flat to the PURCHASER/S herein, obtain from the concerned planning/local authority/development controlling authority Occupation and/or Completion Certificate in respect of the said Flat. Notwithstanding anything to the contrary contained herein, the PURCHASER/S shall not be entitled to claim possession of the said Flat until the Completion Certificate is received from the local authority and the PURCHASER/S has paid all dues payable under this agreement in respect of the said Flat to the DEVELOPERS and has paid the necessary maintenance amount/deposit, GST and other taxes payable under this agreement of the said Flat to the DEVELOPERS.

7. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE :-

The DEVELOPERS has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the DEVELOPERS in the title report of the advocate. The DEVELOPERS has also disclosed to the PURCHASER/S nature of its right, title and interest or right to construct building/s, and also given inspection of all documents to the PURCHASER/S as required by the law. The PURCHASER/S having acquainted himself/herself/themselves with all facts and right of the DEVELOPERS and after satisfaction of the same has entered into this Agreement. At any stage during the implementation of the Building the DEVELOPERS shall be at liberty to sell, assign or transfer or enter into joint venture/partnership or mortgage or demerge or convert itself to another entity having different name or otherwise deal with its title and interest in the said land and buildings to be constructed without affecting the rights granted in favour of the PURCHASER/S in respect of the Flat agreed to be purchased by PURCHASER/S as per the terms of the Agreements.

8. SPECIFICATIONS AND AMENITIES :-

The Specifications and Amenities of the Flat to be provided by the DEVELOPERS in the said Building and the said Flat and Common amenities for the Building are those that are set out in **ANNEXURE"H"** hereto. The Building being multi storied and considering to maintain the

stability of the building and internal structures, The consultant has instructed not to allow any internal changes. As per our policy there shall be no customization permitted inside the said Flat. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession.

9. COMPLIANCE OF LAWS RELATING TO REMITTANCES:-

9.1 The PURCHASER/S, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s),modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the DEVELOPERS with such permission, approvals which would enable the DEVELOPERS to fulfill its obligations under this Agreement any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act,1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The PURCHASER/S understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

9.2 The DEVELOPERS accepts no responsibility in this regard. The PURCHASER/S shall keep the DEVELOPERS fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the PURCHASER/S subsequent to the signing of this Agreement, it shall be the sole responsibility of the PURCHASER/S to intimate the same in writing to the DEVELOPERS immediately and comply with necessary formalities if any under the applicable laws. The DEVELOPERS shall not be responsible towards any third party making payment/remittances on behalf of any PURCHASER/S and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the DEVELOPERS shall be issuing the payment receipts in favour of the PURCHASER/S only.

10. POSSESSION OF THE FLAT :-

10.1 The DEVELOPER shall give possession of the Apartment to the PURCHASER/S on or before 31st day of December 2029 . If the DEVELOPER fails or neglects to give possession of the Apartment to the PURCHASER/S 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/S the amounts already received by him in respect

of the Apartment with interest at the same rate as may mentioned in the agreement herein above 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 Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

a. war, civil commotion or act of God ;

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

The PURCHASER/S agrees and confirms that, in the event it becomes impossible for the DEVELOPERS to implement the Building due to Force Majeure conditions, then this allotment shall stand terminated and the DEVELOPERS shall refund to the PURCHASER/S the amount received by the DEVELOPERS from the allotment within 180 days after adjusting 20% of the Agreement Value as cancellation charges , Taxes/Statutory Fees paid , Brokerage paid if any and Interest on delayed payment by allottee, if any.
from that date. After refund of the money paid by the PURCHASER/S, PURCHASER/S agrees that he/she shall not have any rights, claims etc. against the DEVELOPERS and that the DEVELOPERS shall be released and discharged from all its obligations and liabilities under this Agreement.

10.2 The DEVELOPERS, upon obtaining the Occupancy/ Building Completion Certificate from MUNICIPAL CORPORATION OF GREATER MUMBAI, shall offer in writing within 7 days to the PURCHASER/S intimating that, the said Flat is ready for use and occupation. The PURCHASER/S herein shall inspect the said Flat in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/total price and dues to the DEVELOPERS as per terms and conditions of this agreement and take the possession of the said Flat within 15 days from the date of written intimation issued by the DEVELOPERS to the PURCHASER/S herein. The DEVELOPERS agrees and undertakes to indemnify the PURCHASER/S in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the DEVELOPERS. The PURCHASER/S agree(s) to pay the maintenance charges as determined by the DEVELOPERS/SOCIETY, as the case may be.

10.3 Upon receiving a written intimation from the DEVELOPERS as per clause **10.2,** the PURCHASER/S shall take possession of the Flat from the DEVELOPERS by executing necessary indemnities, undertakings and such other documentation as prescribed in this

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Agreement, and the DEVELOPERS shall give possession of the Flat to the PURCHASER/S. In case the PURCHASER/S fails or commits delay in taking possession of said Flat within the time provided in clause **10.2,** PURCHASER/S shall be liable for payment of maintenance charges as applicable,property tax, electricity charges, Deposit for Electricity Meter and Mahanagar Gas Ltd. Development cess and charges, and any other expenses and outgoing in respect of the said Flat and the DEVELOPERS shall not be liable for the maintenance, wear and tear of the said Flat.

10.4 The Developer agrees to commence and complete the entire redevelopment work in time. PROVIDED that the Developers shall be entitled to reasonable extension of time for giving possession of premises on the aforesaid date, if the completion of building in which the premises are to be situated is delayed on account of-

a. war, civil commotion or act of God ;

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

Except for occurrence of a Force Majeure event, if the DEVELOPERS fails to complete or is unable to give possession of the Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a DEVELOPERS on account of suspension or revocation of the registration under the Act; or for any other reason; the DEVELOPERS shall be liable, on demand to the PURCHASER/S, in case the PURCHASER/S wishes to withdraw from the Building, without prejudice to any other remedy available, to return the total amount received by him after adjusting 20% of the Agreement Value as cancellation charges , Taxes/Statutory Fees paid , Brokerage paid if any and Interest on delayed payment by allottee, in respect of the Flat, with interest at the rate specified in the Rules within 90 days including compensation in the manner as provided under the Act. Provided that where if the PURCHASER/S does not intend to withdraw from the Building, the DEVELOPERS shall pay the PURCHASER/S interest @ Prime Lending Rate of State Bank of India at the relevant time plus two percent thereon for the every month of the delay, till the handing over the possession of the Flat.

11. **TIME IS ESSENCE** :-

Time is of essence for the DEVELOPERS as well as the PURCHASER/S. The DEVELOPERS shall abide by the time schedule for completing the Building and handing over the Flat to the PURCHASER/S and the common areas to the SOCIETY after receiving the Occupancy/ Completion Certificate. Similarly, the PURCHASER/S shall make timely

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payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the DEVELOPERS as per Payment Plan in this agreement.

12. TERMINATION OF AGREEMENT :-

12.1 Without prejudice to the right of DEVELOPERS to charge interest in terms of clause 5 above, on the PURCHASER/S committing default in payment on due date of any amount due and payable by the PURCHASER/S to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the PURCHASER/S committing three defaults of payment of instalments, the DEVELOPER shall at his own option, may terminate this Agreement:

Provided that, DEVELOPER shall give notice of fifteen days in writing to the PURCHASER/S, by Registered Post AD at the address provided by the PURCHASER/S and mail at the e-mail address provided by the PURCHASER/S, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the PURCHASER/S fails to rectify the breach or breaches mentioned by the Promoter 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/S after adjusting

(a) 20% of the Agreement Value as cancellation charges

(b) Taxes/Statutory Fees paid

(c) Brokerage paid if any

(d) Interest on delayed payment by allottee, if any.

within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the PURCHASER/S to the DEVELOPER.

If the PURCHASER/S herein violates any terms and conditions of this agreement including non-payment of agreed consideration/total price within stipulated period then, the DEVELOPERS herein shall have absolute right and authority to terminate this agreement. If the PURCHASER/S fails to pay the agreed amount of installment within 7 days from receipt of the demand letter for that specific milestone/installment, the DEVELOPERS shall issue first reminder letter calling upon the PURCHASER/S to pay the installment amount within 7 days from the issuance of such reminder letter. If the PURCHASER/S fails to pay the agreed amount of installment within days from the issuance of such reminder letter the DEVELOPERS shall issue second reminder letter calling upon the PURCHASER/S to pay the installment amount within 7 days from the issuance of such reminder letter along with the interest upon the defaulted installment at

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the rate agreed herein. If the PURCHASER/S herein fail to rectify the default or breach/es of terms and conditions within aforesaid stipulated period with interest, wherever applicable, then the DEVELOPERS shall have absolute authority to terminate this agreement by giving 7 days' notice in writing by Registered Post A.D. or Speed Post or Email with certificate obtained from online postal service On expiry of such notice period, the PURCHASER/S shall cease to have any right whatsoever in respect of the said Flat except, subject to terms and conditions of this agreement, refund of consideration amount already paid after the adjusting 20% of the Agreement Value as cancellation charges , Taxes/Statutory Fees paid , Brokerage paid if any and Interest on delayed payment by allottee and the DEVELOPERS herein shall be entitled to deal with the said Flat with any prospective buyer. Delay in issuance of any reminder/s or notices from the DEVELOPERS shall not be considered as waiver of DEVELOPERS absolute right to terminate this agreement.

12.2 For whatsoever reason if the PURCHASER/S herein, without any default or breach on his/her/their part, desire to terminate this agreement /transaction in respect of the said Flat then, the PURCHASER/S herein shall issue a prior written notice to the DEVELOPERS as to the intention of the PURCHASER/S and on such receipt of notice the DEVELOPERS herein shall be entitled to deal with the said Flat with prospective buyers. After receipt of such notice of intention to terminate this agreement, the DEVELOPERS shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the PURCHASER/S shall be entitled to receive the refund of consideration after adjusting 20% of the Agreement Value as cancellation charges , Taxes/Statutory Fees paid , Brokerage paid if any and Interest on delayed payment by allottee.

12.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the said Flat between the DEVELOPERS and PURCHASER/S herein terminated as stated in sub-para 12.1 and 12.2 hereinabove written then all the instruments under whatsoever head executed between the parties hereto or between the DEVELOPERS and PURCHASER/S herein, in respect of the said Flat, shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

12.4 In case the PURCHASER/S decides to terminate/cancel this Agreement by executing Deed of Cancellation of the Flat allotted in the said Building for his/her/their personal reasons and without any fault of the DEVELOPERS, the DEVELOPERS shall be entitled to forfeit amount of 20% of the Agreement Value as cancellation charges , Taxes/Statutory Fees paid , Brokerage paid if any and Interest on delayed payment by allottee,out of total

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amount paid for the allotment. The balance amount of money paid by the PURCHASER/S shall be returned by the DEVELOPERS to the PURCHASER/S within 180 days of such registered cancellation deed.

13. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the DEVELOPERS as per the agreement for sale is brought to the notice of the DEVELOPERS within a period of 5 (five) years by the PURCHASER/S from the date of handing over possession, it shall be the duty of the DEVELOPERS to rectify such defects without further charge, within 60 days, and in the event of DEVELOPERS's failure to rectify such defects within such time, the PURCHASER/S shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided however, that the PURCHASER/S shall not carry out any alterations of the whatsoever nature in the said Flat or in the fittings therein, in particular it is hereby agreed that the PURCHASER/S shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the DEVELOPERS the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the DEVELOPERS, and shall not mean defect/s caused by normal wear and tear and by negligent use of Flat by the Occupants, vagaries of nature etc.

Further the PURCHASER/S shall not do any work on the Dead Walls such as Wardrobes, Cabinets etc. which will develop cracks in the said walls which in turn will result in to seepage's and leakages.

14. MEMBERSHIP OF THE SOCIETY:-

The PURCHASER/S along with other PURCHASER/S in the said Building shall become the members of the SOCIETY by completing the formalities prescribed in the Bye-laws of the SOCIETY. DEVELOPERS herein shall inform in writing to the SOCIETY for admitting the PURCHASER/S herein as it's Member and only after such intimation in writing, the SOCIETY shall admit the PURCHASER/S herein as it's member. Further the DEVELOPERS shall also inform the SOCIETY in writing about the charge which have been created on the Flat against the Housing Loan obtained by the PURCHASER/S herein which shall also be registered by the SOCIETY in it's records and Share Certificate issued in respect of the membership of the PURCHASER/S herein in respect of the Flat shall be directly handed

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over to Bank/Financial Institutions after due endorsement of name/s of the PURCHASER/S herein on the same.

15. CONVEYANCE OF THE PROPERTY:-

The SOCIETY is the lawful Owner of the said property more particularly described in the First Schedule written hereunder and therefore no further conveyance of the property is required.

16. PAYMENT OF TAXES, CESSES ETC:-

16.1 The PURCHASER/S herein is well aware that, at present GOODS & SERVICE TAX payable on this transaction is @ 5% of the consideration and this Agreement is made for the consideration which is exclusive of said GST. Hence 5% Tax on account of GST is payable by the PURCHASER/S herein along with each payment to be made to the DEVELOPER herein.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the PURCHASER/S to the DEVELOPERS shall be increased/reduced based on such change/modification. The DEVELOPERS shall provide to the PURCHASER/S the details of the taxes paid or demanded along with act/rules/notifications together with dates from which such taxes/levies etc have been imposed or become effective.

16.2 If at any time, after execution of this Agreement, GST is increased under respective statute by the central and state government respectively and further at any time before or after execution of this Agreement any additional taxes/ duty/ charges/ premium/ cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said Flat or this agreement or the transaction herein, shall exclusively be paid/borne by the PURCHASER/S. The PURCHASER/S hereby, always indemnifies the DEVELOPERS from all such levies, cost and consequences. Provided that the DEVELOPERS shall provide to the PURCHASER/S the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

16.3 The PURCHASER/S herein is well aware that, the Central Government of India has inserted Sec.I94-IA in Income Tax Act,1961 imposed responsibility on PURCHASER/S if

DRAFT

consideration payable by the PURCHASER/S to the DEVELOPERS is more than Rs.50,00,000/-, then at the time of credit of such sum to the account of the DEVELOPERS or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an amount at Rate applicable from time to time as income taxthereon and accordingly if the PURCHASER/S herein made any deduction on account of tax deducted at source (TDS) and within 15 days from the end of month in which deduction is made produced original Challan-cum-statement in Form No.26QB u/s 194-IA of Income Tax Act 1961 read with Income Tax Rule 30(a)(2A) & 31A in the name of DEVELOPERS herein with PAN, then only the DEVELOPERS will acknowledge receipt of part consideration of said tenement for the amount equal to deducted and paid under such Challan-cum-statement.

16.4 Provided that, at the time of handing over the possession of the said Flat if any such Challan-cum-statement in Form No. 26QB is not produced by the PURCHASER/S, then PURCHASER/S herein shall deposit amount as interest free deposit with the DEVELOPERS equivalent to the amount which is to be paid by the PURCHASER/S under, aforesaid provision and which deposit amount will be refunded by the DEVELOPERS to the PURCHASER/S on submitting Challan-cum-statement in Form No.26QB within 15 days from the end of the month in which possession of the tenement is delivered by The DEVELOPERS to the PURCHASER/S.

16.5 Notwithstanding anything contents stated hereinabove, the liability to pay the aforesaid taxes, etc. will be always on PURCHASER/S of the said Flat and if for whatsoever reason respective Recovering Authority got recovered the same from the DEVELOPERS in such circumstances the DEVELOPERS herein shall be entitled to recover the same from the PURCHASER/S along with interests and PURCHASER/S herein shall pay the same to the DEVELOPERS within stipulated period as may be informed by the DEVELOPERS to the PURCHASER/S in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said Flat being first encumbrance of the DEVELOPERS. The PURCHASER/S herein with due-diligence has accepted the aforesaid condition.

17. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPERS:-

(a) Subject to Clause 2.1 and 2.3 the DEVELOPERS agrees and acknowledges that the PURCHASER/S shall have exclusive ownership of the said Flat.

(b) The PURCHASER/S shall also have undivided proportionate share in the Common Areas. Since the share/interest of PURCHASER/S in the Common Areas is undivided and cannot be divided or separated, the PURCHASER/S shall use the Common Areas along with other occupants, maintenance staff etc., without causing any

DRAFT

inconvenience or hindrance to them. Further, the right of the PURCHASER/S to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.

(c) It is made clear by the DEVELOPERS and the PURCHASER/S agrees that the Flat along with Parking Space (if any) shall be treated as a single indivisible unit for all purposes. It is agreed that the Building is an independent, self-contained Building as stated in Schedule II out of the said Land stated in Schedule I and is not a part of any other Building or zone and shall not form a part of and/or linked/combined with any other Building in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the PURCHASER/S.

(d) The DEVELOPERS agrees to pay all outgoings before transferring the physical possession of the Flat to the PURCHASER/S, including municipal or other local taxes, charges for water or electricity, maintenance charges. If the DEVELOPERS fails to pay all or any of the outgoings before handing over possession of the said Flat to the PURCHASER/S, the DEVELOPERS agrees to be liable to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

(e) The SOCIETY has absolute, clear and marketable title with respect to the said Land and the DEVELOPERS has the requisite rights to carry out development upon the said Land and the DEVELOPERS is in absolute, actual, physical possession of the said Land for the construction of the said Building;

(f) The DEVELOPERS has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Building;

(g) There are no encumbrances upon the said Land or the Building; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

(h) There are no restraining/injunction orders of any Court of law with respect to the said land, Building of the said Flat;

(i) All approvals, licenses and permits issued by the competent authorities with respect to the said Building, said land and the said Flat are valid and subsisting and have been obtained by following due process of law. Further, the DEVELOPERS has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Building, said Land, and Flat/Shop/Commercial Premises and common areas;

(j) The DEVELOPERS 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/S created herein, may prejudicially be affected;

(k) The DEVELOPERS has not entered into any agreement for sale and/or development

DRAFT

agreement or any other agreement/arrangement with any person or party with respect to the said Building and the said Flat which will, in any manner, affect the rights of PURCHASER/S under this Agreement;

(l) The DEVELOPERS confirms that the DEVELOPERS is not restricted in any manner whatsoever from selling the said Flat to the PURCHASER/S in the manner contemplated in this Agreement;

(m) 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 land) has been received by or served upon the DEVELOPERS in respect of the said Land and/or the said Building.

(o) After the DEVELOPERS executes this Agreement he shall not mortgage or create a charge on the said Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for time being in force, such mortgage or charge shall not affect the right and interest of the PURCHASER/S who has taken or agreed to take such Flat/Shop/Commercial Premises.

(p) The DEVELOPERS has assured the PURCHASER/S that the said Building in its entirety is being constructed in accordance with the sanctioned plans of MCGM and there is no deviation in the said sanctioned plans and actually constructed building.

18. CONVENANTS AS TO USE OF SAID FLAT:-

The PURCHASER/S himself/herself/ themselves with intention to bring all persons into whosoever hands the said Flat may come, doth hereby covenant with the DEVELOPERS as follows for the said Flat and also the said Building in which the said Flat is situated.

(a) To maintain the said Flat at PURCHASER/S own cost in good and tenantable repair and condition from the date that of possession of the said Flat is taken and shall not do or suffer to be done anything in or to the said Building/building in which said 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 said Flat is situated and the said Flat itself or any part thereof without the consent of the local authorities, if required.

(b) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which said 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 said Flat is situated, including entrances of the building in which said Flat is situated and in case any damage is caused to the building on account of negligence or default of PURCHASER/S in this behalf, said Flat PURCHASER/S shall be liable for the consequences of the breach.

DRAFT

(c) To carry out at his/her/their own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the DEVELOPERS to the PURCHASER/S and shall not do or suffer to be done anything in or to the said Building/building in which said Flat is situated 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 said PURCHASER/S committing any act in contravention of the above provision, said Flat PURCHASER/S shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(d) Not to demolish or cause to be demolished said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building/Building in which said Flat is situated and shall keep the portion, sewers, drains and pipes in the said 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 said 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 said Flat without the prior written permission of the DEVELOPERS and/or the SOCIETY.

(e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the said Building/building in which said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the said Building/building in which said Flat is situated.

(h) To bear and pay increase in local taxes. Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Flat by said Flat PURCHASER/S to any purposes other than for residential purpose.

(i) The PURCHASER/S shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of said Flat until all the dues payable by PURCHASER/S to the DEVELOPERS under this Agreement are fully paid up and only if said PURCHASER/S had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until said PURCHASER/S has intimated in writing to the DEVELOPERS/SOCIETY.

(j) The PURCHASER/S shall observe and perform all the rules and regulations of the SOCIETY and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the

DRAFT

time being of the concerned local authority and of Government and other public bodies. The PURCHASER/S shall also observe and perform all the stipulations and conditions laid down by the SOCIETY as regarding the occupation and use of the said Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(k) Till the charge of the Newly Constructed Building in which the said Flat is situated is handed over in all respects to the SOCIETY, PURCHASER/S shall permit the DEVELOPERS and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and the said Building.

(l) To carry at their own cost all internal repairs of the said premises and maintain the same in good condition and order in which it was delivered by the Developers and shall not do or suffering to be done anything in or to the said building. In the event Purchaser committing any act in contravention of the Municipal provision or any local law or any their legal provisions of the appropriate authorities, the Purchaser shall be responsible and liable for the consequences thereof to the concerned authority and/ or other public authority.

(m) Pay to the Developers within 15 days of demand by the Developers his/her/their share of Security Deposit or additional amount if demanded by concerned local authority or Government for giving water, sewerage, Piped Gas,DEvelopment charges, Development cess, Electricity connection and any other service to the building in which the Premises are situated.

(n) On possession , to bear and pay all taxes, including increase in local taxes, water charges, Insurances and such other levies which may be imposed by the concerned local authorities, Government, Public authority on account of change of user of the said premises.

(o)It is the duty of Purchaser as well as Society to maintain Sewerage Treatment Plan (STP) and environmental services provided for 10 years and keep it in good conditions.

(p) To maintain whatever amenities and structures provided and given by the developers, in proper condition by the Purchaser as well as the society. Further, the developers will laid special emphasis on illumination, lighting on building, garden, benches and structures at prominent places for beautification of the

DRAFT

society premises should not be demolished, maintain properly and remained permanently.

(q) Not to enclose the elevation features or chajjas if any and make them a part of room or hall or new flat. The existing members has or have been clearly informed that the elevation features or chajjas if any have been approved by the M CGM as an elevation feature free of FSI and cannot be Converted as a habitable area of the new flat. These elevation features or chajjas if any shall continue to remain as elevation features or chajjas only.

19. NAME OF THE BUILDING/ BUILDING/S/WING/S:-

Not with standing anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that the name of the Building shall be**"GANESH DHAM".**

20. ENTIRE AGREEMENT AND RIGHT TO AMEND: -

This Agreement, along with its schedules, 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. This agreement may only be amended through written consent of the Parties.

21. SEPARATE ACCOUNT FOR SUMS RECEIVED:-

The DEVELOPERS shall maintain a separate account in respect of sums received by the DEVELOPERS from the PURCHASER/S towards total price/consideration of the said Flat and as advance or deposit.

Provided that the DEVELOPERS shall be allowed to withdraw the sums received from the PURCHASER/S and utilize the same as contemplated and permitted under the said act and rules made thereunder.

22. RIGHT OF PURCHASER/S TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:-

The PURCHASER/S hereby agrees to purchase the said Flat on the specific understanding that his/her/their right to the use of Common Areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the SOCIETY and performance by the PURCHASER/S of all his/her obligations in respect of the terms and conditions specified by the SOCIETY from time to time.

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23. MEASUREMENT OF THE AREA OF THE SAID FLAT :-

The DEVELOPER shall confirm the final carpet area that has been allotted to the PURCHASER/S after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the DEVELOPER. If there is any reduction in the carpet area within the defined limit then DEVELOPER shall refund the excess money paid by PURCHASER/S within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the PURCHASER/S. If there is any increase in the carpet area allotted to PURCHASER/S, the DEVELOPER shall demand additional amount from the PURCHASER/S 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 this Agreement.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/SUBSEQUENT PURCHASER/S

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 said Building shall equally be applicable to and enforceable against any subsequent PURCHASER/S of the Flat/Shop/Commercial Premises, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

25. REGISTRATION OF THIS AGREEMENT:-

The DEVELOPERS herein shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the PURCHASER/S will attend such office and admit execution thereof, on receiving the written intimation from the DEVELOPERS.

26. PAYMENT OF STAMP DUTY & REGISTRATION FEE :-

The PURCHASERS herein shall bear and pay Stamp Duty and Registration Fees and all other incidental charges etc. in respect of this Agreement and all other agreements.

27. WAIVER NOT A LIMITATION TO ENFORCE:-

27.1 The DEVELOPERS may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the PURCHASER/S in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the PURCHASER/S that exercise of discretion by the DEVELOPERS in the case of one PURCHASER/S shall not be construed to be a precedent and /or binding on the DEVELOPERS to exercise such discretion in the case of other PURCHASER/S.

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27.2 Failure on the part of the DEVELOPERS to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

28. 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 confirm 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.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the DEVELOPERS through its authorized signatory at the DEVELOPERS'S Office, or at some other place, which may be mutually agreed between the DEVELOPERS and the PURCHASER/S. After the Agreement is duly executed by the PURCHASER/S and the DEVELOPERS or simultaneously with the execution the said Agreement, same shall be registered at the office of the Sub-Registrar.

30. NOTICES

That all notices to be served on the PURCHASER/S and the DEVELOPERS as contemplated by this Agreement shall be deemed to have been duly served if sent to the PURCHASER/S or the DEVELOPERS by Registered Post at their respective addresses specified herein above.

It shall be the duty of the PURCHASER/S and the DEVELOPERS 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 the above address shall be deemed to have been received by the DEVELOPERS or the PURCHASER/S, as the case may be.

31. JOINT PURCHASER/S

That in case there are Joint Purchasers, all communications shall be sent by the DEVELOPERS to the PURCHASER/S 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 PURCHASER/S.

32. GOVERNING LAW

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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.

33. 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 Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

34. HANDING OVER OF DOCUMENTS

As required by Circular No. CHE/27921/DP/GEN dated 6/1/2014, the DEVELOPERS hereby agree and undertake to hand over the documents mentioned therein to the SOCIETY for it's record within a period of 90 days from the date of receipt of Occupation/ Building Completion Certificate from MCGM,

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective signatures the day and year first hereinabove written.

FIRST SCHEDULE OF THE PROPERTY REFERRED ABOVE

ALL THAT piece or parcel of land or ground with the building of **GANESH DHAM CO-OPERATIVE HOUSING SOCIETY LTD.,** situate at V. B. PhadkeMarg, Mulund (East), Mumbai – 400 081, admeasuring 5513 sq. meters or thereabouts, bearing **C.T.S. No.10 ofVillage - Mulund (East),**Taluka – Kurla in the Sub District and Regn. Dist. of Mumbai Suburban and within the limits of the 'T' ward of MUNICIPAL CORPORATION OF GRATER MUMBAI.

SECOND SCHEDULE OF THE FLAT REFERRED ABOVE

A Residential **Flat bearing No.**_____admeasuring about _____ **sq. ft. RERA Carpet area** on the _____**Floor** along with One Parking admeasuring about **12.00 sq. mtrs**. of the Building of the **GANESH DHAM CO-OPERATIVE HOUSING SOCIETY LTD.,** situated at V. B. PhadkeMarg, Mulund (East), Mumbai - 400 081 and more particularly described in the FIRST SCHEDULE written herein above.

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SIGNED, SEALED AND DELIVERED BY]

THE WITHINNAMED **THE DEVELOPERS**]

M/S. MEHTA AND SHIRODKAR DEVELOPERS]

Thro' it's Partner]

_____]

IN THE PRESENCE OF _____]

SIGNED, SEALED AND DELIVERED BY]

WITHINNAMED **"PURCHASER/S"**]

_____]

In the presence of _____]

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RECEIPT

Received of and from the within named _____**, PURCHASER/S,** a sum of Rs._____/- (Rupees _____ Only) being the part payment towards the agreed consideration as mentioned in Clause No. 2 (i) herein above in the following manner :-

S.N	NAME OF THE BANK	NEFT/RTGS/CHQ NO.	DATE	AMOUNT in Rs.
1.				

2.				
			TOTAL	

WE SAY RECEIVED
For M/S. MEHTA AND SHIRODKAR DEVELOPERS

(_____)
PARTNER

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ANNEXURE 'E'

Sr.No.	Particulars	Percentage
1	Booking Amt	**10.00%**
2	Allotment Letter/Agreement	**10.00%**
3	Excavation	**15.00%**
4	On Completion Plinth	**10.00%**
5	On Completion of 1st Slab	**2.75%**
6	On Completion of 3rd Slab	**2.75%**
7	On Completion of 5th Slab	**2.75%**
8	On Completion of 7th Slab	**2.75%**
9	On Completion of 9th Slab	**2.75%**
10	On Completion of 11th Slab	**2.75%**
11	On Completion of 15th Slab	**2.75%**
12	On Completion of 18th Slab	**2.75%**
13	On Completion Terrace Slab	**3.00%**
14	Inter Masonry of Your Flat	**5.00%**
15	External Masonry of Your Flat	**5.00%**
16	Inter Plaster of Your Flat	**5.00%**
17	External Plaster of Your Flat	**5.00%**

18	On Completion of Floring & Plumbing Services of Your Flat	**3.00%**
19	On Completion of lift obby & Installation of lift	**2.00%**
20	Possession	**5.00%**
	TOTAL	**100.00%**

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