

THIS AGREEMENT entered into at Mumbai this ____ day of _____, 20__

BETWEEN

(1) **MESSRS. SHANKALA REALTY BUILDERS AND DEVELOPERS**, a partnership firm having their office at A-1, Swati Manor, N. C. Kelkar Road, Opposite Shivaji Mandir, Dadar, Mumbai 400 028 hereinafter referred to as “**THE FIRST PROMOTERS**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being of the said firm, the survivor or survivors of them, the heirs, executors and administrators of the last surviving partner and their, his or her assigns) and (2) **PALAI DEVELOPERS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 3rd Floor, Palai Complex, Plot No. 359, Bhandarkar Road, Matunga (C.R.), Mumbai 400 019 hereinafter referred to as “**THE SECOND PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) and the First Promoters and the Second Promoter are authorised signatories of M/s. Om Siddhi Venture and hereinafter collectively for the sake of brevity referred to as “**THE PROMOTERS**” of the One Part.

AND

MR./MRS./MESSRS. _____, Indian Inhabitant/s/ Non Resident Indian's, residing/ having address _____, hereinafter referred to as “**THE PURCHASER/S /ALLOTTEE/S**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in the case of individual/s his/ her/ their heirs, executors, administrators and permitted assigns, in the case of a company or a limited liability partnership its successor and permitted assigns and in the case of a partnership firm the partner or partners for the time being of the said firm, the survivor or survivors of them, the heirs, executors and administrators of the last surviving partner and their his or her permitted assigns) of the Other Part.

WHEREAS

1. The Government of Maharashtra is the owner of all those pieces or parcels of land bearing Final Plot No. 972 of the Town Planning Scheme, Bombay City No. IV (Mahim Area) (1st Variation) (Final) (C. S. No. 8/1262(Part)) admeasuring 393.81 square meters, Final Plot No. 973 of the Town Planning Scheme, Bombay City No. IV (Mahim Area) (1st Variation) (Final) (C. S. No. 3/1262) admeasuring 393.81 square meters, Final Plot No. 974 of the Town Planning Scheme, Bombay City No. IV (Mahim Area) (1st Variation) (Final) (C. S. No.1262) admeasuring 567.73 square meters, Final Plot No. 975 of the Town Planning Scheme, Bombay City No. IV (Mahim Area) (1st Variation) (Final) (C. S. No. 2/1262) admeasuring 460.70 square meters and Final Plot No. 976 of the Town Planning Scheme, Bombay City No. IV (Mahim Area) (1st Variation) (Final) (C. S. No. 1/1262)

admeasuring 334.45 square meters and admeasuring in the aggregate 2150.50 square meters situate, lying and being at the Junction of Gokhale Road (South) and Shankar Ghanekar Marg, Dadar (West), Mumbai 400 028 and within the Registration District and Sub-District of Mumbai City and Mumbai Suburban hereinafter referred to as "*the said Land*".

2. There were several structures/chawls standing on the said Land and the same were in the occupation of the slum dwellers/ occupants.

3. More than 70% of the slum dwellers occupying the tenements in the structures/chawls standing on the said Land resolved to form, incorporate and register a co-operative housing society by the name Om Siddhi (SRA) Co-operative Housing Society Limited (hereinafter referred to as "*the Proposed Society*") with the object of implementing a Slum Rehabilitation Scheme on the said Land in accordance with Development Control Regulation 33(10) read with Appendix IV of the Development Control Regulations for Greater Mumbai, and the proposed Society of the slum dwellers by the resolution dated 28th October 2001 of its General Body resolved to appoint Matoshree Realtors Private Limited (hereinafter referred to as "*Matoshree Realtors*") as the developer for the implementation of the Slum Rehabilitation Scheme on the said Land.

4. By and pursuant to the Development Agreement dated 3rd December, 2002, entered into between the Proposed Society on the one hand and Matoshree Realtors on the other hand, the Proposed Society granted the Matoshree Realtors the development rights in respect of the said Land on the terms and conditions and consideration therein stated, and, which development rights have been confirmed by the herein after recited registered Development Agreement dated 27th December, 2007, and which Development Agreement dated 27th December, 2007, is valid, subsisting and binding upon the parties thereto.

5. By a Notification No. DC/ CA/ ENC/ Dharavi/ S. D./WS-69/ 2380/ 386/ OMSIDDHI/ 04 dated 12th August, 2004, the Deputy Collector (Encroachment) and Competent Authority, Dharavi Division, Mumbai City, in exercise of the powers conferred on him under the provisions of Section 4(1) of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 declared the said Land to be a "Slum Area".

6. More than 70% of the slum dwellers occupying the tenements in the structures/chawls standing on the said Land gave their individual consent for the redevelopment of the said Land and the implementation of the Slum Rehabilitation Scheme thereon in accordance with the provisions of Development Control Regulation 33(10) read with Appendix IV of the Development Control Regulations for Greater Mumbai, 1991, and, Matoshree Realtors entered into Agreements with these slum dwellers for allotment of permanent alternate accommodation premises in the rehabilitation building/s or the rehabilitation component of the building/s to be constructed on the said Land in the implementation of the Slum Rehabilitation Scheme on the said Land.

7. The said Slum Rehabilitation Scheme (for short 'S.R. Scheme') herein envisages the development of the said Land in terms of the construction of buildings comprising of

rehabilitation tenements for the eligible slum dwellers and sale component premises for sale to prospective purchasers.

8. The Additional Collector (Encroachment) and Competent Authority, Mumbai under cover of its letter bearing No. AJ/Munsh/Pathak-1/Kaksha-2/KV-54/05/121 dated 29th January, 2005, issued the list of the slum dwellers in Annexure-2 certifying the slum dwellers eligible for participation in the Slum Rehabilitation Scheme proposed to be implemented on the said Land. The Additional Collector (Encroachment) and Competent Authority, Mumbai, the Municipal Corporation of Greater Mumbai and the Slum Rehabilitation Authority, have issued supplemental list of the eligible Slum Dwellers vide Letter bearing No. ACGN/18112/AETP(1) dated 9th September, 2008, of the Assistant Commissioner, G/North Ward, Municipal Corporation of Greater Mumbai; Letter bearing No. UPG/ AT/ Nishka/ Dharavi/ Karya 6/ Kavi - 2519/12 dated 28th February, 2012, of the Additional Collector (Encroachment) and Competent Authority, Dharavi Division, Mumbai City; and Letter bearing No. ZHOPUPRA/Sachiv/Om Siddhi/2012/8998, dated 19th November, 2012, of the Secretary, Slum Rehabilitation Authority; and Letter bearing No. 7/ZHOPUPRA/Omsiddhi. A S. GRU. S./PU. PARI - 2/ 2021, dated 13th August, 2021, of the Additional Collector (Encroachment) and Competent Authority, Colaba Division, Mumbai.

9. The Slum Rehabilitation Authority issued its Letter of Intent No. SRA/ENG/1094/GN/PL/LOI dated 13th April, 2006, to Matoshree Realtors, the Proposed Society and its Architects for the redevelopment of the said Land and the implementation of the Slum Rehabilitation Scheme thereon on the terms and conditions therein contained.

10. The plans, designs and specifications of the composite building, consisting of the rehabilitation premises of the eligible slum dwellers as well as the free sale component premises were approved by the Slum Rehabilitation Authority and the Slum Rehabilitation Authority issued its Intimation of Approval No. SRA/ENG/1724/GN/PL/AP dated 26th October, 2006, in respect thereof, and Commencement Certificate bearing No. SRA/ENG/1724/GN/PL/AP dated 26th October, 2006, was issued by the Slum Rehabilitation Authority in respect of the rehabilitation wing (Wing A) of the Composite Building.

11. The said Co-operative Housing Society of the slum dwellers viz., the Om Siddhi (SRA) Co-operative Housing Society Limited (hereinafter referred to as "*the said Society*") was registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under No. MUM/SRA/HSG/(TC)/11273/2007 on 20th February 2007.

12. By a Development Agreement dated 27th December, 2007, (hereinafter referred to as "*the said Development Agreement*") entered into between the said Society on the one hand and Matoshree Realtors on the other hand and registered with the Sub-Registrar, Mumbai City No. 3 under No. BBE3-4363-2007 on 28th December, 2007, the said Society appointed Matoshree Realtors as the developer for the redevelopment of the said Land and the implementation of the Slum Rehabilitation Scheme thereon on the terms and conditions therein contained. Simultaneously with the execution of the said Development Agreement,

the said Society through its office bearers executed a General Irrevocable Power of Attorney dated 28th December, 2007, in favour of Matoshree Realtors authorising Matoshree Realtors to do various acts, deeds, matters and things therein mentioned for the redevelopment of the said Land and the implementation of the Slum Rehabilitation Scheme thereon. The said General Irrevocable Power of Attorney dated 28th December, 2007, has been registered with the Sub-Registrar, Mumbai City No. 3 under No. BBE3-4364-2007 on 28th December, 2007.

13. The Slum Rehabilitation Authority issued the Revised Letter of Intent No. SRA/ENG/1094/GN/PL/LOI dated 31st December, 2011, allowing use of the sanctioned Floor Space Index of 3.00 on the said Land in the implementation of the Slum Rehabilitation Scheme thereon on the terms and conditions therein contained.

14. The amended plans, designs and specifications of the said composite building consisting of the rehabilitation premises of the eligible slum dwellers as well as the free sale component premises were approved by the Slum Rehabilitation Authority and the Slum Rehabilitation Authority issued its Amended Intimation of Approval No. SRA/ENG/1724/GN/PL/AP dated 3rd January, 2012, in respect thereof. The Commencement Certificate bearing No. SRA/ENG/1724/GN/PL/AP dated 26th October, 2006, issued earlier was endorsed with reference to these amended plans, designs and specifications. The plans, designs and specifications of the free sale component building consisting of free sale component premises were approved by the Slum Rehabilitation Authority and the Slum Rehabilitation Authority issued its Intimation of Approval No. SRA/ENG/2847/GN/PL/AP dated 3rd January, 2012, and Commencement Certificate No. SRA/ENG/2847/GN/PL/AP dated 9th August, 2012, in respect thereof.

15. By a Joint Venture Agreement dated 31st December, 2012, (hereinafter referred to as "*the said Joint Venture Agreement*") entered into between Matoshree Realtors of the first part, the First Promoters of the Second Part and the Second Promoter of the Third Part and registered with the Sub-Registrar, Mumbai City No.5 under No. BBE5-1219-2013 on 16th March 2013, as permitted by the said Development Agreement dated 27th December, 2007, Matoshree Realtors, the First Promoters and the Second Promoters agreed to redevelop the said Land and implement the Slum Rehabilitation Scheme thereon as a Joint Venture to be known as Messrs. Om Siddhi Venture on the terms and conditions therein contained. Under the said Joint Venture Agreement it was inter alia agreed and the First Promoters and the Second Promoter were authorised and entitled to undertake the redevelopment of the said Land, carry out the construction of the new buildings on the said Land viz., the said Composite Building and the free sale component building as per the plans, designs and specifications thereof approved by the Slum Rehabilitation Authority with such amendments, modifications and variations thereto as may be approved by the authorities from time to time and to carry out such other construction as is permissible and to deal with, sell, allot and transfer the free sale component premises in the buildings constructed on the said Land.

16. The Slum Rehabilitation Authority, in supersession of the earlier Revised Letter of Intent dated 31st December, 2011, issued its Revised Letter of Intent bearing No.

SRA/ENG/1094/GN/PL/LOI, dated 23rd January, 2023, for conversion of the redevelopment/ rehabilitation scheme from the Development Control Regulations for Greater Mumbai, 1991, [“DCR 1991”], to the Development Control and Promotion Regulations for Greater Mumbai 2034, [“DCPR – 2034”]; for approving the implementation of the Slum Rehabilitation Scheme for the sanctioned FSI of 5.303 and allowing the utilisation of the same in-situ, on the terms and conditions mentioned therein. By the said Revised Letter of Intent dated 23rd January, 2023, the consortium referred to above viz., M/s. Om Siddhi Venture, was named as the Developer, for the implementation of the Slum Rehabilitation Scheme, on the said Land.

17. The amended plans, designs and specifications of the said composite building were approved by the Slum Rehabilitation Authority, and the Slum Rehabilitation Authority, issued its Amended Intimation of Approval bearing No. SRA/ENG/1724/GN/PL/AP, dated 7th February, 2023, in respect thereof. The amended plans, designs and specifications of the free sale component building [“Sale Building”], were approved by the Slum Rehabilitation Authority, and the Slum Rehabilitation Authority, issued its Amended Intimation of Approval bearing No. SRA/ENG/2847/GN/PL/AP, dated 7th February, 2023, and Amended Intimation of Approval bearing No. SRA/ENG/2847/GN/PL/AP, dated 30th October, 2023, in respect thereof.

18. As per the sanctioned plans, the said composite building (hereinafter referred to as “*the Composite Building*”) containing the rehabilitation premises and the free sale component premises consists of Ground and 18 Upper floors and the free sale component building to be known as Grand Pallazo (hereinafter referred to as “*the Sale Building*”) containing free sale component premises consists of stilt, 6 levels of podium and 20 upper floors at 7th to 26th Floor levels.

19. The said Land together with the Composite Building and the Sale Building being constructed on the said Land is hereinafter referred to as “the said Property” and more particularly described in the First Schedule hereunder written. Authenticated Copies of the Property Cards (Extract from the Cadastral Survey Register) in respect of the said Land showing the nature of the title to the said Land are hereto annexed and marked **Annexure “1 (Colly)”**. An Authenticated copy of the Certificate of Title dated 9th June, 2023, of Messrs. Mahimtura and Company (Suburban), Advocates for the Promoters in respect of the said Land is hereto annexed and marked **Annexure “2”**. Authenticated Copies each of the Intimation of Approval No. SRA/ENG/2847/GN/PL/AP dated 3rd January, 2012, the Amended Intimation of Approval No. SRA/ENG/2847/GN/PL/AP, dated 7th February, 2023, the Amended Intimation of Approval No. SRA/ENG/2847/GN/PL/AP, dated 31st October, 2023, and Commencement Certificate No. SRA/ENG/2847/GN/PL/AP dated 9th August, 2012, in respect of the Sale Building are hereto annexed and marked **Annexure “3 (Colly)”**.

20. In pursuance of the aforesaid and after the slum dwellers shifted to the temporary alternate accommodation/ transit accommodation, the Promoters have commenced the redevelopment of the said Land in accordance with the sanctioned Slum Rehabilitation Scheme and the approved plans, designs and specifications by demolishing the structures/

chawls standing on the said Land and commencing and carrying out the construction of the said Composite Building and the Sale Building known as Grand Pallazo and the construction is being carried out as per the sanctioned plans.

21. Shri. Sandeep Shikre of Sandeep Shikre and Associates, Architects, registered with the Council of Architects have been appointed as Architects in respect of the Slum Rehabilitation Scheme being implemented on the said Property. The Promoters have also appointed M/s. Hanware Consultants, and M/s. Struct Bombay Consultants, both Structural Engineers as R.C.C. Consultants in respect of the Composite Building and the Sale Building respectively and have also appointed Shri. Satish Maruti Hande, Civil Engineer as a Supervisor to supervise the construction work of the buildings on the said Land and the Promoters accept the professional supervision of the said Architects, Structural Engineers and Supervisor or such other Architect and/or Structural Engineer and/or Supervisor who may be from time to time appointed in their or his or her place or stead, till completion of the said buildings.

22. While sanctioning the said plans the concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while redeveloping the said Land and constructing the said building/s and upon the observance and performance of which the Completion and Occupation Certificate(s) in respect of the said building/s will be granted by the concerned local authority. The Promoters have got some of the approvals from the concerned authorities in respect of the Composite Building and the Sale Building being constructed on the said Land as recited above, and, the Promoters shall obtain the balance approvals from the various authorities so as to obtain the Building Completion Certificate or the Occupation Certificate in respect of the Composite Building and the Sale Building during the progress of the work of the construction of the Composite Building and the Sale Building.

23. The Promoters along with Matoshree Realtors as constituents of Om Siddhi Venture had availed of a facility of Rs.22.50 Crores from Edelweiss Housing Finance Limited for the construction/ development of the Project in respect of the said Property, and, as a security therefor, by an Indenture of Mortgage dated 25th July, 2016 made between the Promoters and Matoshree Realtors as the constituents of Om Siddhi Venture on the one hand and Edelweiss Housing Finance Limited on the other hand and registered with the Sub-Registrar, Mumbai City No. 3 under No. BBE3/4672/2016 on 26th July 2016, all the right, title, interest, benefits and entitlements of whatsoever nature of the Promoters and Matoshree Realtors in the said Property (excluding the sold units viz., Flat Nos. 101, 102, 201, 202, 401, 402, 501, 601, 602, 701, 702, 801, 802, 901, 902, 1001 and 1100 in the Sale Building) and all the receivables from the said Property, had inter alia been mortgaged to Edelweiss Housing Finance Limited. Edelweiss Housing Finance Limited modified the facility by reducing the same to Rs.20 Crores by its Revised Sanction Letter dated 2nd June, 2017. Edelweiss Housing Finance Limited, hereafter assigned all the right, title and interest in the financial assistance granted by it to M/s. Om Siddhi Venture, in favour of Edelweiss Asset Reconstruction Company Limited, acting in its capacity as trustee of EARC Trust -

SC 401 [“EARC”], vide Assignment Agreement dated 27th March, 2020, and accordingly EARC became the secured creditor and all the right, title and interest of Edelweiss Housing Finance Limited, vested in EARC as regards the said financial assistance. EARC took out recovery application viz., Recovery Application No. 567 of 2022, before the Debt Recovery Tribunal - I, Mumbai, for recovery of its outstanding dues under the financial assistance availed by the Promoters as aforesaid. EARC and the constituents of M/s. Om Siddhi Venture have settled EARC’s claim, in terms of the Settlement Letter bearing Ref. No. EdelARC/2707/2022-23, dated 7th October, 2022, signed by EARC as well as the Promoters and Matoshree Realtors, as the constituents of M/s. Om Siddhi Venture. As per the said settlement, the Promoters have made full payment of the settled outstanding dues, and EARC has issued its No Dues Certificate bearing Ref. No. EdelARC/ 2509/ 2023 – 24, dated 14th September, 2023, and also confirmed therein that all securities, charges, and guarantees created and subsisting in favour of EARC were released. The Promoters represent that EARC will be withdrawing the said Recovery Application No. 567 of 2022.

24. The Purchaser/s/Allottee/s had demanded from the Promoters and the Promoters have given inspection to the Purchaser/s/Allottee/s of all the documents of title relating to the said Property and the plans, designs and the specifications prepared by the Promoters’ Architect/s and the said permissions etc. referred to hereinabove and of such other documents as are specified under the provisions of MOFA, RERA and the Rules made thereunder.

25. The Purchaser/s/Allottee/s who has/have full notice of the provisions/contents of the said documents and permissions referred to hereinabove applied to the Promoters for allotment of Flat/Shop No. _____, having carpet area of _____ square feet i.e. ___ square meters on the __ Floor (___ Habitable Floor) in the said Composite Building/ Sale Building to be known as Grand Pallazo, being constructed by the Promoters on the said Property, hereinafter referred to as “the said Flat/Shop” as shown on the authenticated copy of the approved plan thereof hereto annexed as Annexure “4” and ___ No/s. reserved Car Parking Spaces in the stilt/ podium level of the Sale Building, hereinafter referred to as “the said Parking Space/s. The expression “Carpet Area” means the net usable area of the Flat/Shop excluding the area covered by the external walls, areas under services shafts exclusive balcony appurtenant to the Flat/ Shop for the exclusive use of the Purchaser/s or Verandah area and exclusive open terrace area appurtenant to the Flat/ Shop for the exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Flat/ Shop.

26. Relying upon the said application of the Purchaser/s/Allottee/s the Promoters have agreed to sell to the Purchaser/s/Allottee/s the said Flat/Shop and the Parking Space/s at the price and on the terms and conditions hereinafter appearing.

27. 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 hereinafter appearing.

28. Prior to the execution of these presents, the Purchaser/s/ Allottee/s has/ have paid to the Promoters a sum of **Rs.** _____ **/- (Rupees _____ Only)** being part payment of the sale price of the said Flat/Shop as advance payment or deposit and the Purchaser/s has/ have agreed to pay to the Promoters the balance of the sale price in the manner hereinafter contained.

29. The Promoters have registered the Project under the provisions of RERA with the Real Estate Regulatory Authority at No. P51900010775 and a copy of the same is hereto annexed and marked **Annexure "5"**.

30. Under Section 4 of MOFA and Section 13 of RERA, the Promoters are required to execute written Agreement for Sale of the said Flat/Shop to the Purchaser/s/Allottee/s being in fact these presents and also register the said Agreement under the Registration Act, 1908.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. The Promoters shall under normal conditions construct the Composite Building (hereinafter referred to as "the Composite Building") containing the rehabilitation premises and the free sale component premises consisting of Ground and 18 Upper Floors and the Sale Building to be known as Grand Pallazo (hereinafter referred to as "the Sale Building") containing free sale component premises consisting of Stilt, 6 levels of podium and 20 upper floors (7th to 26th Upper Floors levels) with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned local authority or the Government to be made in them or any of them. PROVIDED THAT the Promoters shall have to obtain prior consent in writing of the Purchaser/s/ Allottee/s in respect of any variations or modifications, which may adversely affect the said Flat/ Shop of the Purchaser/s/ Allottee/s except any alteration or addition required by any Government Authorities or due to change in law.

2. The Purchaser/s/Allottee/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser/s/Allottee/s **Flat/Shop No.** _____, having carpet area of _____ square feet i.e. _____ square meters on the ___rd Floor (___th Habitable Floor) in the ~~Composite Wing~~ Sale Building to be known as Grand Pallazo hereinafter referred to as "the said Flat/ Shop" as shown on the approved floor plans thereof hereto annexed as **Annexure "4"** for the price or consideration of **Rs.** _____ **/- (Rupees _____ Only)** including **Rs. Nil** being the proportionate price of the common areas and facilities appurtenant to the said Flat/Shop, the nature, extent and description of the common/limited/restricted common areas and facilities, which are more particularly described in the ***Second Schedule*** hereunder written, and ___No/s. reserved Car Parking Space in/on the stilt/podium floor of the Sale Building to be known as Grand Pallazo hereinafter referred to as "the Parking Space/s" for the price or consideration of **Rs.** _____ **/- (Rupees _____ Only)**. The aggregate consideration amount for the said Flat/Shop including the 2 No/s. reserved Car Parking Space/s is thus **Rs.** _____ **/- (Rupees _____ Only)**.

3. The Purchaser/s hereby agree/s to pay to the Promoters the said amount of purchase price or consideration of **Rs. _____/- (Rupees _____ Only)** in the following manner:-

STAGE	AMOUNT
Earnest Money	_____
On or After Registration	_____
Within 7 days of Registration	_____
On completion ____ Slab	_____
on completion of ____ Slab	_____
On completion of ____ Slab	_____
On completion of ____ Slab	_____
On completion of ____ Slab	_____
On completion of External Brick Work, Internal Brick Work and Door Frames of respective flat.	_____
On Completion of Internal Plaster and Water Proofing of respective flat.	_____
On Completion of Internal Flooring of respective flat, Internal Common Lobby.	_____
On Commencement of Installation Of Car Lifts & Passenger Lifts.	_____
On Completion of External Plaster & External Painting.	_____
On Completion of Flooring, Doors & Windows, Internal Painting, Deck Railing and Electrical Wiring of respective flat.	_____
On Completion of Fire Equipments Installation, Entrance Lobby, Compound Paving Areas.	_____
On offering Possession	_____
GRAND TOTAL	_____

It is hereby recorded that the Purchasers/Allottees has/have prior to the execution of this Agreement paid to the Promoters a sum of **Rs. _____/- (Rupees _____ Only)** as earnest money (the payment and receipt whereof the Promoters hereby admit and

acknowledge) and agrees/ agree to make payment of the balance purchase price as stipulated and in the installments and in the manner stipulated hereinabove, time being of the essence.

All payments by the Purchaser/s/Allottee/s to the Promoters under this Agreement shall be made in favour of/ in the name of ***“M/s. Om Siddhi Venture Grand Pallazo Master Collection Escrow Account”***.

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

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 Promoters undertake and agree that while raising a demand on the Purchaser/s/Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s/ Allottee/s, which shall only be applicable on subsequent payments.

The Promoters shall confirm the final carpet area that has been allotted to the Purchaser/s/ Allottee/s after construction of the Composite Building/ Sale Building is complete and the occupancy certificate is granted by the Slum Rehabilitation Authority, by furnishing details of the changes, if any, in the carpet area, subject to variation cap of three (3) percent (%). The total price payable for carpet area shall be recalculated upon confirmation by the Promoters. If there is any deduction in carpet area within the defined limit, then the Promoters shall refund the excess money paid by the Purchaser/s/ Allottee/s within forty-five days with annual interest at the rate specified in the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 from the date when such an excess amount was paid by the Purchaser/s/ Allottee/s. If there is any increase in the carpet area allotted to the Purchaser/s /Allottee, the Promoters shall demand additional amount from the Purchaser/s/ Allottee/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 Clause 2 of this Agreement.

The Purchaser/s/Allottee/s authorize/s the Promoters to adjust/appropriate all payments made by him/her/them under any head of dues against lawful outstanding if any, in his/her/ their name as the Promoters may in their sole discretion deem fit and the Purchaser/s/ Allottee/s undertake/s not to object/demand/direct the Promoters to adjust his/ her/ their payments in any manner.

4. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by the Slum Rehabilitation Authority and other authorities at the time of sanctioning the building plans or thereafter and also the hereinbefore recited other permissions, sanctions, approvals etc.. and shall before handing over possession of the said Flat/Shop to the Purchaser/s/Allottee/s, obtain from the concerned local authority occupation and/or completion certificate in respect of the building or of the portion of the building in which the said Flat/Shop is located or of the said Flat/Shop as the case may be.

Time is of essence for the Promoters as well as the Purchaser/s/ Allottee/s. The Promoters shall abide by the time schedule for handing over the said Flat/ Shop to the Purchaser/s/ Allottee/s and the common areas to the Society. Similarly, the Purchaser/s/ Allottee/s shall make timely payments of the instalment and other dues payable by him/ her/ them and meeting the other obligations under the Agreement subject to the Promoters simultaneously complying with their obligations.

5. The Promoters hereby declare that in view of the fact that the redevelopment of the said Property is under the provisions of Development Control Regulation 33(10), the FSI in respect of the said Land inclusive of FSI for set back area, and compensatory fungible FSI is 12,314.00 square meters and that no part of the floor space index of the said Property has been utilised by the Promoters elsewhere for any purpose whatsoever. The Promoters have disclosed the Floor Space Index as proposed to be utilised by it on the said Land in the said Project and the Purchaser/s/ Allottee/s has/ have agreed to purchase the said Flat/ Shop based on the proposed construction and sale of flats to be carried out by the Promoters by utilising the proposed FSI and on the understanding that the declared Floor Space Index shall belong only to the Promoters.

In case any part of the FSI of the said Property shall be utilised by the Promoters elsewhere outside the said Property, then the Promoters shall disclose all the particulars in respect of such utilisation of such part of the said FSI by them to the said Society as well as the Co-operative Society to be formed of the purchasers and allottees of the flats and premises in the Sale Building at the time of the execution of the Lease Deeds/ Deed of Assignment as the case may be as hereinafter stated. The Promoters shall be entitled to consume and utilize on the said Property the FSI or the Transferable Development Rights (TDR), any increased, further, floating or additional FSI or FSI becoming available for utilization or consumption on the said Property by acquisition or purchase of TDR or otherwise as may be permissible by constructing additional floor/s, premises or additional wings, additional or further buildings on the said Property and in the event of such utilization or consumption then the detailed particulars in respect of such utilization of FSI shall be disclosed by the Promoters to the Purchaser/s/Allottee/s in the Lease Deeds/ Deed of Assignment as the case may be to be executed as hereinafter stated. The residual Floor Space Index (F.S.I.) of the said Property not consumed as well as F.S.I. of any other property acquired by the Promoters by way of or under TDR and all F.S.I. which can be utilized and consumed on the said Property will be available to the Promoters till the execution of the Lease Deeds/ Deed of Assignment hereby contemplated even if the Promoters have put the Purchaser/s/Allottee/s

and the purchasers and allottees of the other flats/shops and premises in the building/s in possession of their respective flats/shops and/or premises and also if the Purchaser/s/Allottee/s and the purchasers of other flats/shops and premises have formed a Co-operative Society/ Societies or limited company/ companies or other association/s or organisation/s and that the Promoters shall be at liberty and be entitled to consume such unconsumed F.S.I. of the said Property as well as of any other property that may be acquired by the Promoters by way of or under Transfer of Development Rights or additional or incentive FSI either by constructing additional structures on the said property or by constructing additional floors but without in any manner affecting the said Flat/Shop or the rights of the Purchaser/s/Allottee/s therein and to sell the same and to receive and appropriate to themselves the entire sale price in respect thereof and further that if at the time of execution of Lease Deeds/ Deed of Assignment such construction is incomplete, the Promoters shall be at liberty and be entitled to complete the same and for the purposes thereof and for all other purposes connected therewith the Promoters shall have unfettered and unrestricted right, liberty and authority to enter upon and be upon the said Property with all their workmen and material and the Purchaser/s/Allottee/s or the Co-operative Society/ Societies or limited company/ companies or association/s or organisation/s or any one claiming under him/her/them or it as the case may be shall not have any right to and as such shall not object to the same or otherwise obstruct the same.

6. If the Promoters fail to abide by the time schedule for handing over the Flat/ Shop to the Purchaser/s/ Allottee/s, the Promoters agrees to pay to the Purchaser/s/ Allottee/s, who does/do not intend to withdraw from the project, interest as specified under the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017, on all the amounts paid by the Purchaser/s/ Allottee/s, for every month of delay, till the handing over of the possession. The Purchaser/s/ Allottee/s agree/s to pay to the Promoters, interest as specified in the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017, on all the delayed payments which become due and payable by the Purchaser/s/ Allottee/s to the Promoters under the terms of this Agreement from the date each of the said amounts is payable by the Purchaser/s/ Allottee/s to the Promoters.

7. Without prejudice to the right of the Promoters to charge interest in terms of Clause 6 above, if the Purchaser/s/Allottee/s commit/s default in payment on due dates of any of the amounts due and payable by the Purchaser/s/Allottee/s to the Promoters under this Agreement (including his/her/their/its proportionate share of taxes (present or future) levied by concerned local authority and other outgoings) (the time for payment of each of which said amount is of the essence of contract) and on the Purchaser/s/ Allottee/s committing three defaults of payment of instalments the Promoters shall be entitled at their own option to terminate this agreement and thereupon this agreement shall come to an end and all the obligations of the Promoters and the rights of the Purchaser/s/Allottee/s shall ipso facto stand extinguished.

PROVIDED ALWAYS that the power of termination hereinbefore contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser/s/Allottee/s fifteen (15) days prior notice in writing by Registered Post at the address provided by the Purchaser/s/ Allottee/s and mail at the e-mail address provided by the Purchaser/s/ Allottee/s of their 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 this agreement and default shall have been made by the Purchaser/s/Allottee/s in remedying such breach or all breaches if they are more than one within 15 days after the receipt of such notice by the Purchaser/s/Allottee/s.

PROVIDED FURTHER that upon termination of this agreement as aforesaid the Promoters shall refund to the Purchaser/s/Allottee/s (subject to the adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoters) the instalment/s of sale price of the said Flat/Shop which may till then have been paid by the Purchaser/s/Allottee/s to the Promoters but the Promoters shall not be liable to pay to the Purchaser/s/Allottee/s any interest on the amount so refunded or any other amount whatsoever and upon termination of this agreement and refund of aforesaid amount by the Promoters the Promoters shall be entitled and be free to dispose-off by sale or otherwise as the Promoters may at their sole discretion decide the said Flat/Shop to such person and at such price or consideration and on such conditions as the Promoters may in their absolute discretion think fit and the Purchaser/s/Allottee/s shall not be entitled and hereby undertake/s not to dispute the same or raise any claim against the Promoters or the new Purchaser/s/Allottee/s or other acquirer/occupant of or against the said Flat/Shop or the disposal thereof or otherwise.

PROVIDED that in the event for any reason whatsoever the transaction regarding the Sale of the said Flat is cancelled by the Purchaser/s/Allottee/s, the Promoters will be entitled to deduct 10% amount of the purchase price from and out of the price/money Consideration till then paid by the Purchaser/s/Allottee/s and the balance shall be refunded by the Promoters to the Purchaser/s/Allottee/s without any interest.

8. The fixtures, fittings and amenities to be provided by the Promoters in the said Flat/Shop and the said Building in which the said Flat/Shop is located are those that are set out in the list annexed hereto as ***Annexure No. "6"***.

9. The Promoters shall give possession of the said Flat/Shop to the Purchaser/s/Allottee/s on or before 31st December, 2025, provided however that all the amounts that may be or become due and payable by the Purchaser/s/Allottee/s to the Promoters under this Agreement or otherwise have been duly paid by the Purchaser/s/Allottee/s to the Promoters.

10. If the Promoters fail or neglect to give possession of the said Flat/Shop to the Purchaser/s/Allottee/s except on account of any reasons beyond their control and/or of their agents by the aforesaid date then the Promoters shall be liable within fifteen (15) days of the date of demand in writing by the Purchaser/s/Allottee/s to refund to the Purchaser/s/Allottee/s all the amounts already received by them in respect of the said

Flat/Shop with interest at the same rate as may be mentioned in Clause 6 from the date the Promoters received the same till the date the amounts and interest thereon are repaid.

PROVIDED HOWEVER that the Promoters shall be entitled to reasonable extension of time for giving delivery of the said Flat/Shop if the completion of the Building in which the said Flat/Shop is to be situated is delayed on account of: -

- (i) Non availability of steel, cement, other building material, water or electric supply; and/or
- (ii) War, civil commotion or act of God; and/or
- (iii) Any notice, order, rule, notification of the Government and/or other public or local or competent authority; and/or
- (iv) Any strike, lock-out, bandh or other like cause;
- (v) Any other force majeure cause beyond the control of the Promoters.

11. The Promoters, upon obtaining the Occupation Certificate from the Slum Rehabilitation Authority and the payment made by the Purchaser/s/ Allottee/s as per the agreement shall offer in writing the possession of the said Flat/ Shop to the Purchaser/s/ Allottee/s in terms of this Agreement to be taken within 3 months from the date of issue of such notice and the Promoters shall give possession of the said Flat/ Shop to the Purchaser/s/ Allottee/s. The Promoters agree and undertake to indemnify the Purchaser/s/ Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoters. The Purchaser/s/ Allottee/s agree/s to pay the maintenance charges as determined by the Promoters or the Co-operative Housing Society of the purchasers and allottees of flats and premises in the building in which the said Flat/ Shop is located, as the case may be. The Promoters on their behalf shall offer the possession to the Purchaser/s/ Allottee/s in writing within 7 days of receiving Occupation Certificate of the building in which the said Flat/ Shop is located or of the said Flat/ Shop as the case may be.

12. The Purchaser/s/Allottee/s shall take possession of the said Flat/Shop within Fifteen (15) days of the Promoters giving written notice to the Purchaser/s/Allottee/s intimating that the said Flat/Shop is ready for use and occupation. Upon receiving such written intimation from the Promoters, the Purchaser/s/ Allottee/s shall take possession of the said Flat/ Shop from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and, the Promoters shall give possession of the said Flat/ Shop to the Purchaser/s/ Allottee/s. In case the Purchaser/s/ Allottee/s fail/s to take possession within the time prescribed herein, such Purchaser/s/ Allottee/s shall continue to be liable to pay maintenance charges as applicable.

PROVIDED that if within a period of five years from the date of handing over the said Flat/ Shop, the Purchaser/s/Allottee/s brings to the notice of the Promoters any structural defect in the said Flat/Shop or the building in which the said Flat/Shop is situated or any defects on account of workmanship, quality or provisions of service, then wherever possible such defects shall be rectified by the Promoters at their cost and in case it is not

possible to rectify such defects then the Purchaser/s/Allottee/s shall be entitled to receive from the Promoters reasonable compensation for such defect or change in the manner provided under RERA.

13. So far as the residential flats in the Composite Building/ Sale Building are concerned, the Purchaser/s/Allottee/s thereof shall use the same for residence. So far as the shops are concerned, the Purchaser/s/Allottee/s thereof shall use the same as a shop. So far as the non-residential/commercial units are concerned, the Purchaser/s/ Allottee/s thereof shall use the same for the permissible non-residential/commercial units He/She/They shall use the garage or parking space or permit the same to be used only for purpose of keeping or parking the Purchaser's/s'/ Allottee's/s' own vehicle and for no other purpose whatsoever. Likewise the Purchaser/s/ Allottee/s shall keep the open terraces and the open spaces on the said Property unbuilt upon and open to sky and shall not construct any structure or shed or otherwise howsoever thereon. So far as the attached terraces are concerned the purchaser of the flat with attached terrace i.e. terrace flat shall be bound to use the same for such purposes as are permissible as per Municipal Rules and Regulations. It is hereby expressly agreed and understood that the attached terraces in front of or adjacent or adjoining to a flat in the Buildings shall belong exclusively to the purchaser of such flat. It is hereby further agreed and understood that the common terraces in front of or adjacent or adjoining the flats in the Buildings shall be available in accordance with the reservation thereof made by the Promoters for the exclusive use of the purchaser/s/ allottee/s, whose Flat/Shop is adjacent to or adjoining the terrace or his successors in interest in respect of his/ her/ its/ their flat/ shop and the other purchasers or allottees of flats, shops or premises in the Buildings or in the development and construction carried out on the said Property shall not object to such exclusive use of the common adjoining/ adjacent terraces by the purchaser/s/ allottee/s of the adjoining/ adjacent flats or by his/ her/ their successor in interest, if such a reservation is made by the Promoters. It is hereby also expressly agreed and understood that the car parking spaces under/in stilts or on the podiums (regular or stack or mechanized), in the compound or open space (covered/uncovered/stack/mechanized) sold, allotted or reserved by the Promoters in favour of any purchaser or allottee shall be available for the exclusive use of such purchaser or allottee and his successors in interest in respect of his/her/their flat/ shop and the other purchasers or allottees of flats, shops or premises in the Buildings or in the development and construction carried out on the said Property shall not object to such exclusive use of the car parking space by the purchaser or his successor in interest in whose favour such sale, allotment or reservation is made by the Promoters.

14. The purchasers of free sale component premises in the Composite Building will be admitted as members of the said Society viz., the Om Siddhi (SRA) Co-operative Housing Society Limited on payment of the entrance fee of Rs.100/- and Rs.500/- as Share Application Money. The purchasers of flats and premises in the Sale Building shall join in forming and registering a Co-operative Society under such name as may be decided by the Promoters. For the purposes aforesaid the Purchaser/s/Allottee/s shall from time to time and as may be applicable sign and execute the application for registration/incorporation

and/or membership and the bye-laws of the proposed Co-operative Society of which he/she/they shall be becoming members, and other papers and documents necessary for the formation and registration of such Co-operative Society and for becoming a member and duly fill in, sign and return to the Promoters within Seven (7) days of the same being forwarded by or on behalf of the Promoters to the Purchaser/s/Allottee/s so as to enable Promoters to register the Co-operative Society or to admit the Purchaser/s/Allottee/s as member/s of the said Society without delay. No objection shall be taken by the Purchaser/s/Allottee/s if any changes or modifications are made in the draft bye-laws / other documents as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

15. In accordance with the Government Policy and the provisions of the applicable Development Control Regulations, the Government of Maharashtra will be executing a Lease Deed in respect of the Composite Building and the land underneath and appurtenant thereto allocable to the Composite Building for the term of 30 years with a further renewal of 30 years and for such rent and premium (so far as it pertains to the free sale component premises) as per the Government Policy and the provisions of the applicable Development Control Regulations, in favour of the said Society viz., the Om Siddhi (SRA) Co-operative Housing Society Limited and on the completion of the development of the said Property, the Promoters shall follow up the matter with the Government of Maharashtra and other concerned authorities for the execution of the Lease Deed in respect of the Composite Building and the land underneath and appurtenant thereto allocable to the Composite Building in favour of the said Society.

In accordance with the Government Policy and the provisions of the applicable Development Control Regulations, the Government of Maharashtra will be executing a Lease Deed in respect of the Sale Building and the land underneath and appurtenant thereto allocable to the Sale Building for the term of 30 years with a further renewal of 30 years and for such rent and premium as per the Government Policy and the provisions of the applicable Development Control Regulations, in favour of the Co-operative Society of the purchasers and allottees of flats and premises in the Sale Building and on the completion of the development of the said Property, the Promoters shall follow up the matter with the Government of Maharashtra and other concerned authorities for the execution of the Lease Deed in respect of the Sale Building and the land underneath and appurtenant thereto allocable to the Sale Building in favour of the Co-operative Society of the purchasers and allottees of flats and premises in the Sale Building. If prior thereto, the Lease Deed of the Sale Building and the land underneath and appurtenant thereto allocable to the Sale Building is executed in favour of the Promoters or Matoshree Realtors, then and in such an event the Promoters shall, within four (4) months of the completion of construction of the Sale Building and the completion of the development and construction on the said Property in all respects and on the grant of Building Completion Certificate in respect of the Sale Building execute or cause Matoshree Realtors to execute the Deed of Assignment of the lease executed by the Government of Maharashtra in their favour or in favour of Matoshree

Realtors in favour of the Co-operative Society of the purchasers and allottees of flats and premises in the Sale Building..

A portion of the said Land admeasuring 121.82 square meters is going in set back and the Promoters will be handing over and transferring this set back area to the Municipal Corporation of Greater Mumbai.

16. Commencing fifteen (15) days after notice in writing is given by the Promoters to the Purchaser/s/Allottee/s that the said Flat/Shop is ready for use and occupation, the said Flat/Shop shall be at the Purchaser's/s' risk in all respects including (but not limited to) against any risk of the nature of theft, burglary, fire, riot fire etc., and that the Purchaser/s/Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the built up area of the said Flat/Shop) of outgoings in respect of the building in which the said Flat/Shop is located and proportionate area of the said Land allocable to such building and shall be liable to bear and pay the outgoings in respect of the said Flat/Shop, as the case may be, namely local taxes, revenue and N. A. Assessment, betterment charges or such other levies under any head whatsoever by the concerned local authority and/or Government, water charges, insurances, common lights, sweepers, and all other expenses including maintenance charges and other expenses necessary or incidental to the management and maintenance of the said Building as listed in the Third Schedule hereunder written and as per the guidelines, rules and regulations of the Promoters (till the handing over to the co-operative society) and thereafter as per the rules and regulations of the co-operative society. So far as the Composite Building is concerned, till the Promoters hand over the management thereof to the Om Siddhi (SRA) Co-operative Housing Society Limited, if the said Flat/ Shop is located in the Composite Building, the Purchaser/s/ Allottee/s shall pay to the Promoters such proportionate share of outgoings/ outgoings as may be determined by the Promoters. So far as the Sale Building is concerned, until the Co-operative Society is formed and the management handed over to it, the Purchaser/s/Allottee/s shall pay to the Promoters such proportionate share of outgoings/ outgoings as may be determined by the Promoters. The Purchaser/s/Allottee/s further agrees that at the time of taking possession of the said Flat/Shop the Purchaser/s/Allottee/s shall pay to the Promoters a sum of Rs._____/ - being an amount equal to six months provisional monthly contribution at the rate of Rs._____/ - per month towards the outgoings, and the Promoters shall be entitled and be at liberty to appropriate the same or adequate portion thereof towards such monthly outgoings and the balance if any out of the amounts so paid by the Purchaser/s/Allottee/s to the Promoters shall not carry any interest and remain with the Promoters until the handing over of the Composite Building or the Sale Building to their respective Co-operative Society. On such handing over of the Composite Building or the Sale Building to their respective Co-operative Society, the aforesaid balance (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Co-operative Society of which the Purchaser/s/Allottee/s is/are a member or to the Purchaser/s/Allottee/s, as the case may be.

After the said amount of advance paid by the Purchaser/s/Allottee/s to the Promoters is exhausted, the Purchaser/s/Allottee/s undertakes to pay to the Promoters provisional

monthly contribution and such proportionate share of outgoings/ outgoings regularly on or before the 5th day of each and every calendar month in advance and shall not withhold the same for any reason whatsoever.

17. The Purchaser/s/Allottee/s shall on or before the delivery of possession of the Said Flat/ Shop keep deposited with the Promoters the following amounts: -

(a)	Rs. ____/-	Being share money, entrance fee and other expenses.
(b)	Rs. ____/-	Being costs for formation and registration of the Co-operative Society:
(c)	Rs. ____/-	Being legal charges;
(d)	Rs. ____/-	Being the proportionate cost of installation of sub-station and Electricity Meter Deposit and water meter deposit exp.
(e)	Rs. ____/-	Being towards the Mahanagar GAS Connection and service charges.
(f)	Rs. ____/-	Being Provisional Monthly Contribution towards outgoings/ proportionate share of the taxes, other charges and outgoings for 6 months.
(g)	Rs. ____/-	Being Maintenance Deposit.
(h)	Rs. ____/-	Being Development and Infrastructure charges.
	Rs. ____/-	= Total

18. The Promoters shall utilise the sum of Rs. ____/- paid up by the Purchaser/s/Allottee/s to the Promoters under item (c) of Clause No.17 above for meeting all legal costs charges and expenses including professional costs of the Advocates and Solicitors of the Promoters in connection with the formation of the Co-operative Society preparing its rules, regulations and bye-laws and the cost of preparing this Agreement and the cost of preparing the Lease Deeds/ Deed of Assignment.

19. All the stamp duty and registration charges and other levies including Service Tax, VAT, Goods and Services Tax and other taxes of a like nature and whether now payable/ chargeable or hereafter to become payable or chargeable or charged including any additional stamp duty, penalty, registration charges shall be exclusively borne and paid by the Purchaser/s/Allottee/s. At the time of entering into this Agreement the Purchaser/s/Allottee/s shall pay the stamp duty and registration charges, if any, payable on and in respect of this Agreement as per the provisions of law and shall likewise at or before the execution and registration of the fresh lease/ deed of assignment and any other assurances to be executed in pursuance hereof or of document or instrument of transfer in

respect of the building in which the said Flat/Shop is located or the Land underneath such building and appurtenant thereto to be executed in favour of the Co-operative Society as herein provided.

20. The Promoters hereby represent and warrant to the Purchaser/s/ Allottee/s as follows:-

(a) The Government of Maharashtra is the owner of the said Land and the Promoters have the requisite rights to carry out development upon the Land and also have actual, physical and legal possession of the Land for the implementation of the project;

(b) The Promoters have lawful rights and requisite approvals from the competent authorities to carry out the development of the project and upon the completion of the construction of the Composite Building and the Sale Building, the Slum Rehabilitation Authority will be issuing its Occupation Certificate/s in respect thereof;

(c) Save as recited herein, there are no encumbrances upon the Land or the project;

(d) Save and except Writ Petition No. 531 of 2012 pending in the Bombay High Court as disclosed in the Title Certificate of Messrs. Mahimtura and Company (Suburban), Annexure "2" hereto, and the said Recovery Application No. 567 of 2022 pending in the Debt Recovery Tribunal – I, Mumbai, in which Consent Terms are being filed in terms of the settlement arrived at as stated above, there are no litigations pending before any court of law with respect to the Land. The other litigations mentioned in the said Title Certificate have all been disposed off;

(e) All approvals, licences and permits issued by the competent authorities with respect to the project, the Land, the Composite Building and the Sale Building are valid and subsisting and have been obtained by following the due process of law. Further, the Promoters have been and shall at all times remain to be in compliance with all applicable laws in relation to the project, the Land, the Composite Building and the Sale Building and common areas;

(f) The Promoters have a right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s/ Allottee/s created herein, may prejudicially be affected;

(g) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the Land, the project or the said Flat/Shop, which will, in any manner, affect the rights of the Purchaser/s/ Allottee/s under this Agreement;

(h) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Flat/Shop to the Purchaser/s/ Allottee/s in the manner contemplated in this Agreement;

(i) The Promoters will be handing over the lawful, vacant, peaceful, physical possession of the common areas of the Composite Building to the co-operative society of the purchasers and allottees of the flats, shops and premises in the Composite Building and likewise the Promoters will be handing over the lawful, vacant, peaceful, physical

possession of the common areas of the Sale Building to the co-operative society of the purchasers and allottees of the flats and premises in the Sale Building;

(j) The Promoters have 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 project to the competent authorities;

(k) 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 Promoters in respect of the said Property and/or the project.

21. The Purchaser/s/Allottee/s himself/herself/themselves/itself with intention to bind all persons into whomsoever hands the said Flat/Shop may come, doth/do hereby covenant with the Promoters as follows:-

(a) To maintain the Said Flat/Shop at the Purchaser's/s' own cost in good tenable repair and condition from the date commencing 8 (eight) days after notice in writing is given by the Promoters that the said Flat/Shop is ready for occupation and use or from the date the possession of the said Flat/Shop is taken, whichever is earlier, and shall not do or suffer to be done anything in or to the building in which the said Flat/Shop is situated, staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or make addition in or to the building in which the said Flat/Shop is situated and the said Flat/Shop itself or any part thereof;

(b) Not to store in the said Flat/Shop any goods which are of hazardous, combustible or dangerous nature and/or are so heavy as to damage the construction or structure of the building in which the said Flat/Shop is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or are likely to damage the staircases, lifts, elevators, escalators, travelators, common passages or any other structure of the building in which the said Flat/Shop is situated, including entrances of the building/wing in which the said Flat/Shop is situated and in case any damage is caused to the building/wing in which the said Flat/Shop is situated or to the said Flat/Shop on account of negligence or default of the Purchaser/s/Allottee/s in this behalf, the Purchaser/s/Allottee/s shall be liable to make good all and any such damage thereby caused;

(c) To carry at his/her/their/its own cost all internal repairs to the said Flat/Shop in good workmanlike manner and maintain the said Flat/Shop in the same condition, state and order in which it was delivered or offered for delivery by the Promoters to the Purchaser/s/Allottee/s and shall not do or cause or suffer to be done anything on or to the building/wing in which the said Flat/Shop is situated or to the said Flat/Shop which may be in contravention of the rules and regulations and bye-laws of the concerned local authority or other public body or authority. And in the event of the Purchaser/s/Allottee/s committing any act in contravention of the above provisions, the Purchaser/s/Allottee/s

shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public body or authority as well as to the purchasers or acquirers of other flats, shops, units and premises in the said Building and other buildings to be constructed on the said Property;

(d) Not to demolish or cause to be demolished the said Flat/Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat/Shop or any part thereof, nor any alteration in the elevation, Window grills, Antennas or Dish Antennas outside windows or the outside colour scheme of the building/wing in which the said Flat/Shop is situated and shall keep the portion, sewers, drains, pipes, gas pipes and security systems in the said Flat/Shop and appurtenances thereof in good tenable repair and condition and in particular, so as to support shelter and protect the other parts of the building in which the said Flat/Shop is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs or RCC Partis or other structural members in the said Flat/Shop or carry out any work of a structural nature or any work affecting the columns, beams, walls, slabs or RCC Partis or other structural members in the said Flat/Shop without the prior written permission of the Promoters and/or the Co-operative Society of the building/wing in which the said Flat/ Shop is located and/or the local and/or other public body or authority;

(e) Not to do or permit to be done by anyone any act or thing which may render void or voidable any insurance of the building/wing in which the said Flat/Shop 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/Shop in the compound or on any part of the said Property and/or the building/wing in which the said Flat/Shop is situated;

(g) Not to fix any Window air conditioner except at a place specifically provided therefore by the Promoters and in case of a Split air conditioner not to place the outside unit thereof except at a place specifically provided therefore by the Promoters and not to construct bathroom, W.C. or to take water connection without the written permission of the Promoters;

(h) Not to exhibit his/her/its/ their name in the lobby on the ground floor or on the floor on which the said Flat/Shop is located except at such place as may be stipulated by the Promoters and on such terms and conditions as may be decided by the Promoters (till the handing over to the Co-operative Society) and thereafter subject to such terms and conditions as may be stipulated in this regard by the Co-operative Society;

(i) Pay to the Promoters within eight (8) days of demand by the Promoters his/her/their/its share of security deposit demanded by concerned local authority or Government for giving water, electric or any other service connection to the building in which the said Flat/Shop is situated;

(j) To bear and pay increase in all outgoings including local taxes, assessments, water charges, insurance, common lights 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/Shop by the Purchaser/s/Allottee/s viz. user for any purposes other than for the purpose for which is permissible at present or for changing user of parking space for any purpose other than parking of vehicle Provided However and it is hereby expressly agreed that nothing contained herein shall be deemed or construed as an authority or permission to the Purchaser/s/Allottee/s to change the user of the said Flat/Shop and/or of the parking space and further that such payment shall not be deemed or construed as waiver or condonation on the part of the Promoters or the Co-operative Society as the case may be of such unauthorised change of user and shall also not prejudice, limit or affect the powers and rights of the Promoters or the Co-operative Society as the case may be against the Purchaser/s/Allottee/s;

(k) The Purchaser/s/Allottee/s shall not let, sub-let, transfer or assign or part with Purchaser's/s' interest or benefit factor of this Agreement or part with the possession of the said Flat/Shop or any portion thereof to any one whomsoever until all the amounts payable by the Purchaser/s/Allottee/s to the Promoters under this Agreement are fully paid up;

(l) Till the Lease Deeds/ Deed of Assignment as contemplated by this Agreement is executed, the Purchaser/s/Allottee/s shall permit the Promoters and their Architects, surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Property and the Composite Building/ Sale Building as the case may be and the Flat/Shop or any part thereof to view and examine the state and conditions thereof;

(m) The nature, extent and description of the general and limited/ restricted common areas and facilities are set out in the Second Schedule hereunder written and that such limited/ restricted common areas and facilities shall be available for the exclusive use and enjoyment of the purchasers or persons in whose favour the reservation of such limited/ restricted common areas and facilities has been made by the Promoters and the Purchaser/s/Allottee/s agree/s and undertake/s not to object to, obstruct or interfere with the exclusive use and enjoyment of the limited/ restricted common areas and facilities by the purchasers or persons in whose favour the reservation of such limited/ restricted common areas and facilities has been made by the Promoters. The Purchaser/s/Allottee/s acknowledges/s and agree/s that the Promoters are at liberty and are entitled to reserve and designate further limited/ restricted common areas and facilities as they deem fit in favour of any of the purchasers and/or allottees of flats, shops and premises in the buildings that may be constructed by the Promoters on the said Property and that such further limited/ restricted common areas and facilities will be available for the exclusive use and enjoyment of the purchasers and allottees of flats, shops and premises in whose favour such reservation or designation is made by the Promoters and the Purchaser/s/Allottee/s agree/s and undertake/s not to object to, obstruct or interfere with the exclusive use and enjoyment of such further limited/ restricted common areas and facilities by the purchasers or persons in whose favour the reservation of such limited/ restricted common areas and facilities has been made by the Promoters. The car parking spaces allotted, sold or reserved by the Promoters for or in favour of any Purchaser/s/Allottee/s of flats/ shops or other premises

in the buildings or on the said Property shall be a limited/ restricted common area and facility and such allotted, sold or reserved car parking spaces shall be available for the exclusive use and enjoyment of such Purchaser/s/Allottee/s in whose favour the allotment, sale, or reservation is made by the Promoters and the Purchaser/s/Allottee/s hereby agrees/ agree and undertake/s not to in any manner object to or obstruct or interfere with the allotment, sale, or reservation made by the Promoters of any car parking spaces in favour of any Purchaser/s/Allottee/s of any of the flats/ shops or other premises on the said Property and the exclusive use and enjoyment thereof by such Purchaser/s/Allottee/s. The overhead terraces and terraces adjoining or adjacent to any flats, shops and premises and other unattached terraces and open spaces reserved and/or designated by the Promoters as limited/ restricted common areas and facilities in favour of any of the purchasers or allottees of flats, shops and premises shall be available for the exclusive use and enjoyment of such Purchaser/s/Allottee/s in whose favour the reservation is made by the Promoters and the Purchaser/s/Allottee/s hereby agrees/ agree and undertake/s not to in any manner object to or obstruct or interfere with the reservation made by the Promoters of any overhead terraces or terraces adjoining or adjacent to any flats, shops and premises or other unattached terraces or open spaces on the said Property in favour of any Purchaser/s/Allottee/s of any of the flats/ shops or other premises on the said Property and the exclusive use and enjoyment thereof by such Purchaser/s/Allottee/s. The Promoters shall be entitled to and is at liberty to permit and allow any of the purchasers of flats, shops and premises in the buildings constructed by the Promoters on the said Property to install and operate any equipment, plant or machinery including any telecommunication, satellite or broadcasting equipment on any portion of the common areas and facilities and the Purchaser/s/Allottee/s who have been permitted or allowed by the Promoters to make such installation shall be entitled to install, maintain and operate such equipment, plant, machinery or installation and have access thereto at all times and the Purchaser/s/Allottee/s agree/s and undertake/s not to object to, obstruct or interfere with such installation, operation or maintenance of any such equipment, plant, machinery or installation or the access thereto of such purchasers.

(n) The Purchaser/s/ Allottee/s shall duly abide by, observe and perform all the rules, regulations and bye-laws which the Co-operative Society 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 property and the said building and the flats and premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s/ Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Co-operative Society regarding the occupation and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with and subject to the terms of this Agreement.

22. It is hereby expressly agreed by and between the Promoters and the Purchaser/s/Allottee/s and all persons claiming under them that:-

(a) The Promoters shall have unfettered full, free and complete right of way and means of access over, along across and under all the internal access roads at all times of the day and night, for all purposes and either on foot or with or without carts, carriages motor-cars, motor-cycles, motor-trucks or other vehicles either laden or unladen or with or without horses and other animals as well as full free and complete right to store building material on any portion of the said Property for the purpose of carrying on construction of the other buildings and development and construction work proposed to be carried out by the Promoters on the said Property including also for constructing additional floors, additional Wings to any of the buildings or additional structures on the said Property for consuming the unconsumed F.A.R. (F.S.I.) of the said Property and the further or additional or incentive FSI, TDR etc. and also full free and complete right and liberty to lay and connect drains, pipes, electricity, telephone, telegraph, fax, cables and the equipment or other amenities and service facilities for full and proper and beneficial use and enjoyment of the said Property and the buildings thereon and/or the neighbouring lands or properties that may have been or that may hereafter be agreed to be purchased or taken for development by the Promoters and if necessary to connect drains, pipes, cables etc., of the additional wings or additional structures to be constructed on the said Property as well as of the buildings and structures constructed or to be constructed on such neighbouring lands or property or properties under over or along the said internal roads or on any portion of the said Property. The Purchaser/s/Allottee/s shall not object to specific and suitable provisions being incorporated in this regard in the Lease Deeds/ Deed of Assignment in favour of the Co-operative Society/Societies. The Purchaser/s/Allottee/s hereby expressly consent/s to the same;

(b) Till all the flats, shops and premises in the Composite Building and the Sale Building are constructed and sold and/or allotted, the power and authority of the said Society and the Co-operative Society of the purchasers of premises in the Sale Building shall be subject to the overall authority and control of the Promoters in respect of any of the matters concerning the buildings, construction and completion thereof and all amenities pertaining to the same and in particular the Promoters shall have full and absolute authority and control as regards the unsold and vacant flats, shops and premises units in the buildings on the said Property and the disposal thereof. The Promoters shall be liable to pay outgoings at actual in respect of each of the unsold and vacant flats, shops and other premises. In case the Lease Deeds/Deed of Assignment hereby contemplated is executed before the disposal by the Promoters of all the flats, shops, units and other premises then and in such case the Promoters shall join in as the promoter/member in respect of such unsold flats, shops and premises and as and when such flats, shops and premises are sold to the persons of the choice and at the discretion of the Promoters, the Co-operative Society formed inter alia in respect of the said unsold flats, shop or premises shall admit the purchasers of such flats, shops or other premises as members of such Co-operative Society on payment of entrance fee of Rs.100/- and share money of Rs.500/- only without charging any premium or other extra amount whatsoever;

(c) If at any time any development and/or betterment charges or other levy are or is charged or levied after the grant of the Building Occupation Certificate and ought to be recovered by the Corporation, Government and/or any other public body or authority in respect of the said Property and/or the buildings on the said property the same shall be borne and paid by all the Flat/Shop and other premises purchasers in proportion to the areas of their respective flats, shops or premises;

(d) If for any reason prior to the completion of the buildings being constructed on the said Property and the receipt by the Promoters of the full total consideration money receivable by it the Lease Deeds/ Deed of Assignment hereby contemplated is executed in favour of the Co-operative Society, and if on such date the buildings or any of them are not fully constructed and/or completed and/or if the buildings and/or other portions of the said Property has or have not been disposed off by the Promoters on ownership basis or if the Promoters have not received in full, the consideration money receivable by it from all persons who acquire the flats, shops and other premises in the said buildings on the said Property then and in such event the Promoters shall have the right to construct and complete the said building/s and to dispose off the unsold units and other premises on the said Property and to receive the consideration money even though such Lease Deeds/ Deed of Assignment is executed in favour of the Co-operative Society as herein contemplated. Adequate provisions for the above shall be made in the Lease Deeds/ Deed of Assignment;

(e) The Purchaser/s/Allottee/s shall permit the Promoters and its servants and agents, with or without workmen and others at all reasonable times to enter into and upon the Said Flat/Shop or other premises or any part thereof to view and examine the state and condition thereof and also for the purpose of laying, maintaining, repairing and testing drainage and water-pipes and electric wires and cables and gas pipes and security system and other service lines if any and for access to service ducts, external façade, lifts, lift/ machine rooms etc. and for similar other purposes and for all other purposes contemplated by this Agreement;

23. The Promoters shall maintain a separate account in respect of all sums received by the Promoters from the Purchaser/s/Allottee/s as advance or deposit sums received on account of the share capital for the promotion of the Co-operative Society or towards the outgoing and legal charges and shall utilise the amount duly for the purpose for which they have been received.

24. After the Promoters execute this Agreement it shall not mortgage or create a charge on the said Flat/Shop and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s/ Allottee/s who has/have taken or agreed to take such Flat. Subject to what is stated hereinabove, the Promoters shall be entitled to take any loan from any Bank, Financial Institution or lender on the security of any part or portion of the said Property save and except the said Flat/ Shop by mortgaging or creating a charge on such part or portion of the said Property excluding the said Flat/ Shop or in any other manner.

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

26. 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 Flat/ Shop, as the case may be.

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

28. 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 purchaser/s/ allottee/s of the said Flat/ Shop, in case of a transfer, as the said obligations go along with the said Flat/ Shop for all intents and purposes.

29. 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 RERA or MOFA 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.

30. Nothing contained in this Agreement is intended to be nor shall be construed or claimed by the Purchaser/s/Allottee/s as a grant, demise or assignment in law of the said Flat/Shop and/or building or any part/s thereof and/or of the said Property or any part thereof. The Purchaser/s/Allottee/s shall have no claim save and except in respect of the Said Flat/Shop hereby agreed to be sold to him/her/it/them and the exclusive use and enjoyment of the limited/ restricted common areas and facilities reserved in his/her/their/its favour and all open spaces, parking spaces, lobbies, stair-cases, terraces, recreation space

etc., will remain in the possession of the Promoters until transfer to the Co-operative Society as hereby contemplated.

31. Wherever in this Agreement it is stipulated that the Purchaser/s/ Allottee/s have to make any payment, in common with other purchasers in the Composite Building, the same shall be in proportion to the carpet area of the said Flat/ Shop to the total carpet area of all the flats, shops in the Composite Building. Likewise, wherever in this Agreement it is stipulated that the Purchaser/s/ Allottee/s have to make any payment, in common with other purchasers in the Sale Building, the same shall be in proportion to the carpet area of the said Flat/ Shop to the total carpet area of all the flats in the Sale Building.

32. 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.

33. The execution of this Agreement shall be complete only upon its execution by the Promoters at the Promoters' Office, or at some other place, which may be mutually agreed between the Promoters and the Purchaser/s/ Allottee/s, in Mumbai. After the Agreement is duly executed by the Purchaser/s/ Allottee/s and the Promoters 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.

34. Any delay tolerated or indulgence shown by the Promoters in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Purchaser/s/Allottee/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s/Allottee/s nor shall the same in any manner prejudice limit or affect rights of the Promoters.

35. The Purchaser/s/Allottee/s shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act, 1908 and lodge the same for registration and communicate to the Promoters the Registration Office where and the serial number under which the same is lodged for registration and thereupon the Promoters will attend such office and admit execution thereof it being expressly understood that the only liability of the Promoters is to attend at the sub-registry and admit their execution of the document.

36. All notices to be served on the Purchaser/s/Allottee/s or the Promoters as contemplated by this Agreement shall be deemed to have been served if sent to the Purchaser/s/Allottee/s or the Promoters by Registered Post A.D. and notified e-mail id at their address specified below: -

Name/s:- Mr./Mrs./Messrs. _____

Address:- _____, _____

Notified E-mail Id:- _____

Name/s:- **M/s. Shankala Realty Builders and Developers & Palai Developers Private**

Limited

Address:- A-1, Swati Manor, N. C. Kelkar Road, Opp. Shivaji Mandir, Dadar (West),

Mumbai - 400 028.

Notified E-mail Id:- shankala@gmail.com

It shall be the duty of the Purchaser/s/ Allottee/s and the Promoters 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 Promoters or the Purchaser/s/ Allottee/s, as the case may be. In the case of joint purchasers/ allottees, all communications shall be sent by the Promoters to the name appearing first and at the address given by him/ her/ it, which shall for all intents and purposes be considered as properly served on all the Purchaser/s/ Allottee/s.

37. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the attached terrace space in front of or adjacent to the terrace flats belong exclusively to the respective purchaser of the terrace-flat and such terrace spaces are intended for the exclusive use of the respective terrace purchasers/ allottees. The said terrace shall not be enclosed by the purchasers/ allottees till the permission in writing is obtained from the concerned local authority and the Promoters or the Co-operative Society as the case may be. It is further also understood and agreed by and between the parties hereto that the common terraces in front of or adjacent or adjoining the flats/ shops in the Buildings shall be available in accordance with the reservation thereof made by the Promoters for the exclusive use of the Purchaser/s/ Allottee/s, whose flat is adjacent to or adjoining the terrace or his successors in interest in respect of his/ her/ its/ their Flat/Shop and the other purchasers or allottees of flats or premises in the Buildings or in the development and construction carried out on the said Property shall not object to such exclusive use of the common adjoining/adjacent terraces by the Purchaser/s/ Allottee/s of the adjoining/adjacent flats/shops or by his successor in interest, if such a reservation is made by the Promoters.

38. The Purchaser/s/Allottee/s hereby expressly agree/s that the Promoters shall be entitled to grant to any properties in the vicinity of the said Property Right/s of way including Right/s to lay drains, water pipes, electricity cables, telephone cables and other service facilities and either under-ground or over-head and so far as Right/s of Way are concerned throughout the year without break and by day or night and either on foot or in any vehicles of any and every description over the internal roads on the said Property and to make the said Right of way available to such developers of the properties, contractors, workman, buyers of premises in buildings, their servants, agents, visitors etc., on such terms and conditions and for such consideration as the Promoters may in their sole discretion decide. The consideration amount or amounts receivable for grant of such Right of Way shall belong to and be the property of the Promoters and the Purchaser/s/Allottee/s shall not have any right title or interest or claim to or in the same. The Purchaser/s/Allottee/s hereby gives/give his/her/their/its express consent to the Promoters

giving such right of way to any of the adjoining properties or properties in the vicinity and the said consent hereby given by the Purchaser/s/Allottee/s to the Promoters shall be deemed to be consent under the provisions of MOFA, RERA and the rules made thereunder. The Lease Deeds/ Deed of Assignment to be executed in pursuance of this Agreement shall be granted subject to such right/s of way/s that may be granted by the Promoters in favour of such developers or holders or occupants etc. of the properties in the vicinity. The Purchaser/s/Allottee/s hereby gives his/her/their/its express consent for the aforesaid and the said consent hereby given by the Purchaser/s/Allottee/s to the Promoters shall be deemed to be consent under the provisions of MOFA and RERA.

39. This Agreement shall always be subject to the provisions of the MOFA, RERA and the rules made thereunder.

40. The Purchaser/s/Allottee/s hereby admit/s, record/s and confirm/s that he/she/they/it has/have duly acquainted himself/herself/themselves/itself with the contents of the I.O.A/s., Commencement Certificate/s, approvals, permissions, exemptions, orders, sanctions, no objections, deeds, documents, papers and writings and the Purchaser/s/Allottee/s hereby covenant/s, agree/s and undertake/s to the Promoters that the Purchaser/s/Allottee/s shall and will from time to time and at all times hereafter abide by, observe, perform, carry out and comply with all the said terms and conditions contained in the said hereinabove recited/stated orders, letters, certificates, permissions, approvals, permissions, exemptions, orders, sanctions, no objections, deeds, documents, papers and writings etc., and shall not do any act or commit any breach or delay or default which may prejudice or adversely affect the said orders, letters, certificates, permissions, or otherwise. Acquainting himself/ herself/ itself/ themselves with the said contents and provisions of the said hereinbefore stated orders, letters, permissions, certificates, etc., and also all the provisions of the MOFA, RERA and other applicable laws and the Rules made thereunder the Purchaser/s/Allottee/s has/have represented to the Promoters that the Purchaser/s/Allottee/s is/are eligible and entitled to acquire and/or purchase the said Flat/Shop hereby agreed to be acquired and/or purchased.

IN WITNESS WHEREOF the parties hereto have set and subscribed their hands and seals to these presents the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

All those pieces or parcels of land bearing Final Plot No. 972 of the Town Planning Scheme, Bombay City No. IV (Mahim Area) (1st Variation) (Final) admeasuring 393.81 square meters, Final Plot No. 973 of the Town Planning Scheme, Bombay City No. IV (Mahim Area) (1st Variation) (Final) admeasuring 393.81 square meters, Final Plot No. 974 of the Town Planning Scheme, Bombay City No. IV (Mahim Area) (1st Variation) (Final) admeasuring 567.73 square meters, Final Plot No. 975 of the Town Planning Scheme, Bombay City No. IV (Mahim Area) (1st Variation) (Final) admeasuring 460.70 square meters and Final Plot No. 976 of the Town Planning Scheme, Bombay City No. IV (Mahim Area) (1st Variation) (Final) admeasuring 334.45 square meters and admeasuring in the

aggregate 2150.50 square meters together with the Composite Building and the Sale Building known as Grand Pallazo under construction thereon situate, lying and being at the Junction of Gokhale Road (South) and Shankar Ghanekar Marg, Dadar (West), Mumbai 400 028 and within the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows that is to say –

On or towards the North:	By Shankar Ghanekar Marg;
On or towards the East:	By Gokhale Road (South);
On or towards the West:	By Dev Nursing Home;
On or towards the South:	By Sudarshan Building.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT the Flat/Shop No. _____, having carpet area of _____ square feet i.e. 200.45 square meters on the _____rd Floor (_____th Habitable Floor) in the said Sale Building to be known as Grand Pallazo and _____ No/s. reserved Car Parking Spaces in/on the stilt/podium floor of the Sale Building to be known as Grand Pallazo, being constructed on the said Property more particularly described in the First Schedule hereinabove written.

THE THIRD SCHEDULE ABOVE REFERRED TO

The nature, extent and description of the "common area and facilities" and of the "Limited common areas and facilities" and "Restricted Common Areas and Facilities" shall be as under: -

A. GENERAL COMMON AREAS AND FACILITIES.

- i. Entrance lobby and foyer of the building/respective buildings will for the benefit of the purchaser of the flats/shops in such building.
- ii. Compound of the building/s i.e the open area (out of the said property) appurtenant to built up area of the said building/s but excluding the open car parking spaces in the compound sold/ allotted/ reserved or to be sold/ allotted/ reserved to or in favour of the respective purchasers or allottees of flats, shops and premises if permitted and constructed and also excluding the open car parking spaces in the compound sold, allotted or reserved in favour of any purchaser/ allottee as mentioned hereinabove in this Agreement. The staircase and lift of the building/respective buildings including main landing for the purpose of ingress and egress of the Purchaser/s/Allottee/s of and visitors to such building but not for the purposes of storing or for recreation or for residence or for sleeping.
- iii. Terrace above the top floor of the building/respective buildings for being used as a means of access to the water tanks by the members owning said Flats in such building.
- iv. All other common areas and facilities which are not designated or reserved by the Promoters as limited/ restricted common areas and facilities.

B. THE LIMITED COMMON AREAS AND FACILITIES.

- i. Landing in front of the stairs on the floor in which the particular said Flat/Shop is located, as a means of access to the said Flat/Shop but not for the purpose of storing or as a recreation area or for residence or for sleeping;
- ii. The landing is limited for the use of the residents of the flats/shops located on that particular floor and for visitors thereto, but is subject to means of access for reaching the other floors, available to all residents and visitors.
- iii. Terraces in front of or adjacent to or adjoining the flats in the building shall be available for the exclusive use of the flat purchaser of the adjacent or adjoining flats or his/ her/ its/ their successor in interest or the flat purchaser of the flat in front of which the terrace is located or his/ her/ their/ its successor in interest.
- iv. Car Parking Spaces, in the compound/ open space/ stilts/podium, sold, allotted or reserved in favour of any Purchaser/s/Allottee/s, shall be available for the exclusive use of such Purchaser/s/Allottee/s and his/her/its successors in interest of his/her/its flat.

THE FOURTH SCHEDULE ABOVE REFERRED TO

1. The expenses of maintaining, repairing, redecorating etc. of the building and in particular the roof, water tanks, gutters and rain water pipes of the building, water pipes and electrical wires, in under or upon the building and enjoyed or used by the purchasers in common with the other occupiers of other flats and parking spaces and the main entrance, passages, landings and staircases, of the building and the boundary wall of the building compound, terraces etc.
2. The costs of clearing and lighting the passages, landings, staircases and other parts of the building so enjoyed or used by the purchasers as aforesaid.
3. The costs of the salaries of clerks, bill collectors, sweepers, watchmen etc.
4. The costs of working and maintenance of lifts, water connections, lights and other services.
5. Municipal and other taxes.
6. Insurance and other charges.
7. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.

SIGNED SEALED AND DELIVERED by **THE**)

FIRST PROMOTERS MESSRS. SHANKALA)

REALTY BUILDERS AND DEVELOPERS)

through their partner VIRAJ RAJIV MEHER in the)

presence of.)

1.)

2.)

SIGNED SEALED AND DELIVERED by)

RAJESH DHANJI GALA, the Director and)

Authorised Signatory of the within named)
SECOND PROMOTER PALAI DEVELOPERS)
PRIVATE LIMITED pursuant to the resolution of)
its Board of Directors dated _____ in the)
presence of.)

1.)
2.)

SIGNED SEALED AND DELIVERED by the)
withinnamed **PURCHASER/S/ALLOTTEE/S**)
MR/MRS./MESSRS. _____)
having PAN _____)

AND)
MR/MRS./MESSRS. _____)
having PAN _____)
in the presence of.)

1.)
2.)

RECEIVED of and from the withinnamed)
PURCHASER/S/ALLOTTEE/S the aggregate sum)
of **Rs. _____/- (Rupees _____ Only)**)
viz., being the part consideration amount or price to)
be paid by the Purchaser/s/Allottee/s to us the)
Promoters prior to the execution of this Agreement.)

WITNESSES

- 1.
- 2.

WE SAY RECEIVED

Rs. _____/-

**FOR MESSRS. SHANKALA
REALTY BUILDERS AND
DEVELOPERS**

**Viraj Rajiv Meher, Partner
THE FIRST PROMOTERS
ABOVENAMED
FOR PALAI DEVELOPERS
PRIVATE LIMITED**

**Rajesh Dhanji Gala
Director and Authorised Signatory
THE SECOND PROMOTER
ABOVENAMED**