

Provisional Allotment Letter

Date: _____

To,
Mr/Mrs./M/s. _____,
_____,
_____,

Sub: Provisional Allotment of Flat No. _____ on the _____ Floor in the proposed new building to be known as “Grand Pallazo” to be constructed on Plot bearing F. P. Nos. 972, 973, 974, 975 & 976, TPS IV of Mahim Division, situated at Junction of Gokhale Road (South) and Shankar Ghanekar Marg, Dadar (W), Mumbai – 400 028.

Sir/Madam,

As per your request, we are pleased to allot to you a Residential premise bearing flat No. _____ admeasuring _____ Sq. Ft. Carpet Area on the _____ floor of proposed new building to be known as “Grand Pallazo” to be constructed on the Plot bearing F. P. Nos. 972, 973, 974, 975 & 976, TPS IV of Mahim Division, situated at Junction of Gokhale Road (South) and Shankar Ghanekar Marg, Dadar (W), Mumbai – 400 028 together with _____ Car Parking Space/s for a consideration of Rs. _____/- (Rupees _____ Only) and subject to the terms and conditions contained herein.

We further confirm a payment of Rs. _____/- (Rupees _____ Only) towards part payment dated _____ drawn on _____ bank, _____ branch of the Consideration Amount vide Cheque No. _____:

The balance payment shall be made by you as per the schedule provided below:

| PAYMENT SCHEDULE | |
|---|------------------------|
| Stage | Amount (In Rs.) |
| 10% Booking Amount | |
| _____ on Execution of Agreement for Sale | |
| _____ on completion of Plinth | |
| _____ on completion of slabs including podium and stilt | |
| _____ on completion of walls, internal plaster, flooring, doors and windows | |
| _____ on completion of sanitary fittings, staircases, lifts | |

| | | |
|---|--|------------|
| _____ on completion of external plumbing, external plaster, elevation, terraces | | |
| _____ on completion of water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby, plinth protection, paving of areas appertain | | |
| Balance amount at the time of handing over possession of the Apartment | | |
| Other charges include Scanning charges, Legal costs, charges and expenses | | |
| Stamp Duty and Registration fees | | On Actuals |
| Taxes, VAT and Service Tax as applicable | | On Actuals |

You shall also deposit the following amounts with us on or before delivery of possession of the said Flat:

- i) Rs. _____ for share money, entrance fee of the Society.
- ii) Rs. _____ for proportionate share of taxes and other charges/levies in respect of the Society.
- iii) Rs. _____ for deposit towards provisional monthly contribution towards outgoings of Society.
- iv) Rs. _____ for deposit towards water, electric and other utility and services connection charges.
- v) Rs. _____ for deposits for electrical receiving and sub-station provided in layout.

Timely payment is the essence of this allotment.

You shall be liable to pay Interest as prescribed by the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations thereunder on all delayed payment. Upon you committing three defaults of payment of installments, we shall at our own option, may terminate this allotment after giving a written notice of fifteen days. Note: This allotment is subject to the provisions of Real Estate (Regulation and Development) Act, 2016, Rules and Regulations as applicable for the state of Maharashtra.

Thanking You,

Yours truly,
For **M/s. Om Siddhi Venture**

I/ We Accept

Partner

Mr/Mrs./M/s. _____

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/DEVELOPERS” (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/Developers and the Second Promoter are hereinafter collectively for the sake of brevity referred to as “THE PROMOTERS/DEVELOPERS” of the One Part AND

AND

Shri./Smt. _____, of _____, Indian Inhabitant/s/ Non Resident Indian’s residing/ having address at _____

OR

_____ LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at _____

OR

_____, a partnership firm having their office at _____ through their partners Shri./Smt. _____

OR

_____ LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2010 and having is registered office at _____

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) 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 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 27 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 “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 dweller 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.

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 incorporated and 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/Developers 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 Dec 2007, Matoshree Realtors, the First Promoters/Developers and the Second promoter 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/Developers 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. As per the sanctioned plans, the Composite Building (hereinafter referred to as "*the Composite Building*") containing the rehabilitation premises and the free sale component premises consists of Ground and 14 Upper floors and the Sale 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 11 upper floors at 7th to 17th Floor levels.
17. 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. 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)"**. A copy of the Certificate of Title dated 20th November 2013 of Messrs. Mahimtura and Company (Suburban), Advocates for the Promoters/Developers in respect of the said Land is hereto annexed and marked **Annexure "2"**. Copies each of the Intimation of Approval No. SRA/ ENG/ 1724/ GN/ PL/ AP dated 26th October 2006, the Amended Intimation of Approval No. SRA/ ENG/ 1724/ GN/ PL/ AP dated 3rd January 2012 and the Commencement Certificate No. SRA/ ENG/ 1724/ GN/ PL/ AP dated 26th October 2006 in respect of the said Composite Building are hereto annexed and marked **Annexure "3 (Colly)"**. Copies each of the 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 of the Sale Building are hereto annexed and marked **Annexure "4 (Colly)"**.
18. In pursuance of the aforesaid and after the slum dwellers shifted to the temporary alternate accommodation/ transit accommodation, the Promoters/Developers 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.

19. 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/Developers have also appointed M/s. Hanware Consultants, Structural Engineers as R.C.C. Consultants for the preparation of the structural drawings 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/Developers 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.
20. 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/Developers 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.
21. The Purchaser/s/Allottee/s had demanded from the Promoters/Developers and the Promoters/Developers 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/Developers' Architect/s and the said permissions etc. referred to hereinabove and of such other documents as are specified under the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion, Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") and the Rules made thereunder.
22. 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/Developers for allotment of Flat/Shop No. ____ on ____ Floor in the said Composite Building/ Sale Building known as Grand Pallazo being constructed by the Promoters/Developers on the said Property alongwith reserved Car

Parking Spaces No/s._____ in the compound/ open space/ stilt/ ____ level Sale Building Podium hereinafter referred to as “the said Flat/ Shop”. A copy of the floor plan of the Flat/Shop agreed to be purchased by the Purchaser/s/Allottee/s approved by the Slum Rehabilitation Authority is hereto annexed and marked **Annexure “5”**.

23. Relying upon the said application of the Purchaser/s/Allottee/s the Promoters/Developers have agreed to sell to the Purchaser/s/Allottee/s the said Flat/ Shop at the price and on the terms and conditions hereinafter appearing.
24. AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at ____ no____; authenticated copy is attached in Annexure ‘F’;
25. AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
26. Under Section 4 of MOFA, the Promoters/Developers 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/Developers 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 14 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 11 upper floors (7th to 17th Upper residential Floors) with only such variations and modifications as the Promoters/Developers 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 without obtaining the prior written consent of the Purchaser/s/Allottee/s the location, area and dimensions of the said Flat/ Shop are not in any manner changed The Sale Building will have only residential units.

The Promoters/Developers have informed the Purchaser/s/Allottee/s and the Purchaser/s/Allottee/s are aware that in the event of the certification by the authorities of any of the ineligible slum dwellers as eligible for participation in the Slum Rehabilitation Scheme being implemented on the said Land and further additional or incentive Floor Space Index becomes available for utilisation or consumption on the said Property due to the same for providing permanent alternate accommodation premises to these slum dwellers and/or for constructing additional free sale component premises, the Promoters/Developers shall be entitled to and be at liberty to amend the plans designs and specifications of the Composite Building and/or the Sale Building for these purposes by providing for additional floor/s or additional premises or additional wing/s to or in the Composite Building or the Sale Building or any other building or additional buildings or semi-detached building as the Promoters/Developers deem fit provided that without obtaining the prior written consent of the Purchaser/s/Allottee/s the location, area and dimensions of the said Flat/Shop are not in any manner changed. The Purchaser/s/Allottee/s hereby consent/s to the above and the said consent shall for all purposes be considered as the Purchaser's/s' consent so long as the location of the said Building in which the said Flat/Shop is located is not changed and the location, area and dimensions of the said Flat/Shop are not in any manner changed. The consent contemplated hereunder shall for all purposes be considered as the Purchaser's/s' consent under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of MOFA.

The Promoters/Developers have further informed the Purchaser/s/Allottee/s and the Purchaser/s/Allottee/s are aware that the Promoters/Developers are further proposing to obtain approval from the concerned authorities for accommodating the occupants of the structures located adjoining the boundary of the said Land as well as the displaced occupants of the structures which were located adjoining the said Land and which have been demolished for road widening, and, in the event of approval being granted for the rehabilitation/ accommodation of these occupants in the redevelopment and construction being carried out on the said Property and further additional or incentive Floor Space Index becomes available for utilisation or consumption on the said Property due to the same for providing permanent alternate accommodation premises to these occupants and/or for constructing additional free sale component

premises, the Promoters/Developers shall be entitled to and be at liberty to amend the plans designs and specifications of the Composite Building and/or the Sale Building for these purposes by providing for additional floor/s or additional premises or additional wing/s to or in the Composite Building or the Sale Building or any other building or additional buildings or semi-detached building as the Promoters/Developers deem fit provided that without obtaining the prior written consent of the Purchaser/s/Allottee/s the location, area and dimensions of the said Flat/Shop are not in any manner changed. The Purchaser/s/Allottee/s hereby consent/s to the above and the said consent shall for all purposes be considered as the Purchaser's/s' consent so long as the location of the said Building in which the said Flat/ Shop is located is not changed and the location, area and dimensions of the said Flat/Shop are not in any manner changed. The consent contemplated hereunder shall for all purposes be considered as the Purchaser's/s' consent under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of MOFA.

AND FURTHER that if and in case the Promoters/Developers may consider necessary to further amend/vary the sanctioned plans or otherwise amendment/variation in the sanctioned plans becomes necessary either because of the Promoters/Developers deciding to construct additional floor/s or additional premises or additional wing/s to or in Composite Building or the Sale Building or any other building or additional buildings or semi-detached building as the Promoters/Developers deem fit including on account of the Promoters/Developers deciding to use the balance Floor Space Index of the said Property or any part thereof or on account of the increase in the Floor Space Index in the locality or additional or incentive Floor Space Index becoming available on account of acquisition of Transferable of Development Rights or otherwise howsoever then and in any such case the Promoters/Developers shall be entitled and be at liberty to amend/vary the sanctioned plans and to carry out such construction provided the location of the Composite Building and the Sale Building are not changed and without obtaining the prior written consent of the Purchaser/s/Allottee/s the location, area and dimensions of the said Flat/Shop are not in any manner changed. The Purchaser/s/Allottee/s hereby consent/s to the above and the said consent shall for all purposes be considered as the Purchaser's/s' consent so long as the location of the Sale Building or the Composite Building in which the said Flat/ Shop is

located is not changed and without obtaining the prior written consent of the Purchaser/s/Allottee/s the location, area and dimensions of the said Flat/Shop are not in any manner changed. The consent contemplated hereunder shall for all purposes be considered as the Purchaser's/s' consent under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of MOFA.

2. The Purchaser/s/Allottee/s hereby agree/s to purchase from the Promoters/Developers and the Promoters/Developers hereby agree to sell to the Purchaser/s/Allottee/s Flat/Shop No.____ having carpet area of _____ Square Feet equivalent to _____ Square Metres (which is inclusive of the full area of the covered balconies) on _____ Floor in the Composite Wing/ Sale Building known as Grand Pallazo alongwith reserved Car Parking Space/s No/s. _____ in the compound/ open space/ stilt/ _____ level Sale Building Podium (hereinafter the Flat/ Shop and the car parking Space/s Collectively referred to as "the said Flat) as shown on the floor plans thereof hereto annexed and marked as **Annexure No."5"** at or for the price of Rs. _____/- (Rupees _____) including Rs. _____ (Rupees _____ only) being the price of the Flat, Rs. _____ (Rupees _____ Only) 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 Rs. _____ (Rupees _____ Only) towards parking space being no. _____ on _____.

3.

| | | | |
|-----|-----|-------|--|
| (a) | Rs. | __% | |
| (b) | Rs. | ____% | |
| (c) | Rs. | ____% | |
| (d) | Rs. | ____% | |
| (e) | Rs. | ____% | |
| (f) | Rs. | ____% | |
| (g) | Rs. | ____% | |

| | | | |
|-----|-----|-------|-------|
| (h) | Rs. | ____% | |
| | Rs. | 100% | Total |

It is hereby recorded that the Purchasers/Allottees has/have prior to the execution of this Agreement paid to the Promoters/Developers a sum of Rs. _____(Rupees _____only) as earnest money (the payment and receipt whereof the Promoters/Developers 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/Developers under this Agreement shall be made in favour of/ in the name of the Joint Venture viz., "OM SIDDHI VENTURE".

4. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter 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 Promoter) up to the date of handing over the possession of the said flat.
5. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
6. The Developer/ Promoter shall confirm the final carpet area that has been allotted to the Allottee after construction of the Building is complete and the occupancy certificate is granted by MCGM, by furnishing details

of the changes, if any, in the carpet area, subject to variation cap of three percent. The total price payable for carpet area shall be recalculated upon confirmation by the Developer/ Promoter. If there is any deduction in carpet area within the defined limit, then Developer/Promoter shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Developer/ Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as in this Agreement. The Allottee authorizes the Developer/ Promoter to adjust/appropriate all payments made by him/her under any head of dues against lawful outstanding if any, in his/her name as the Developer/ Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Developer/ Promoter to adjust his payments in any manner.

7. The Promoters/Developers 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.
8. The Promoters/Developers 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 is 6451.50 square meters. The Promoters/Developers hereby further declare that they are entitled to carry out development and construction on the said Land by utilising the full development potential of the said Property as may be permissible

including any additional or further construction on account of certification of the ineligible slum dwellers as eligible and further additional or incentive floor space index becoming available on that count for accommodating such slum dwellers and for free sale component premises as well as any additional or further construction on account of approval of the scheme by the concerned authorities for accommodating occupants of the structures adjoining the boundary of the said Land and the displaced occupants of structures adjoining the said land which have been demolished for road widening and further additional or incentive floor space index becoming available on that count for accommodating such occupants and for free sale component premises. The Promoters/Developers also declare that they is entitled to utilise such fungible FSI in the development and construction to be carried out on the said Property as may be permissible.

In case any part of the FSI of the said Property shall be utilised by the Promoters/Developers elsewhere outside the said Property, then the Promoters/Developers 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/Developers 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/Developers 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/Developers 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/Developers till the execution of the Lease Deeds/ Deed of Assignment hereby contemplated even if the Promoters/Developers have put the Purchaser/s/Allottee/s and the purchasers 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/Developers 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/Developers 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/Developers 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/Developers 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.

9. The Promoters/Developers hereby agree that they shall before handing over possession of the said Flat/Shop to the Purchaser/s/Allottee/s and in any event before execution of the Lease Deeds/ Deed of Assignment hereby contemplated make full and true disclosure of the nature of the title to the Property which is the subject matter of the Lease Deeds/ Deed of Assignment as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the Property which shall be the subject matter of the Lease Deeds/ Deed of Assignment and shall as far as practicable, ensure that the Property which shall be the subject matter of the Lease Deeds/ Deed of Assignment is free from all encumbrances save and except and subject to what is stated herein and that the Promoters/Developers subject to what is stated herein are entitled to develop the said Property and to deal with, sell and/or transfer the free sale component premises.

10. The Purchaser/s/Allottee/s agree/s to pay to the Promoters/Developers interest at the rate of ____ per cent per annum on all the amounts which become due and payable by the Purchaser/s/Allottee/s to the Promoters/Developers 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/Developers until payment. Provided However and it is hereby expressly agreed that this provision shall neither authorise the Purchaser/s/Allottee/s to delay the payment of any amount or any of the powers or remedies of the Promoters/Developers herein contained or those available to them under the provisions of law.
11. 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/Developers 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) or if the Purchaser/s/Allottee/s commit/s breach of any of the terms and/or conditions herein contained or those contained in any of the permissions hereinbefore recited or hereafter granted then and in any of those cases the Promoters/Developers 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/Developers 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/Developers unless and until the Promoters/Developers shall have given to the Purchaser/s/Allottee/s fifteen (15) days prior notice in writing 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/Developers shall refund to the Purchaser/s/Allottee/s 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/Developers but the

Promoters/Developers 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/Developers the Promoters/Developers shall be entitled and be free to dispose-off by sale or otherwise as the Promoters/Developers 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/Developers 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/Developers 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/Developers 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/Developers to the Purchaser/s/Allottee/s without any interest within 3 months from the resale of the said Flat to some other party

12. The fixtures, fittings and amenities to be provided by the Promoters/Developers 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"**.
13. The Promoters/Developers shall give possession of the said Flat/Shop to the Purchaser/s/Allottee/s on or before ____ day of ____ 20____, provided however that all the amounts that may be or become due and payable by the Purchaser/s/Allottee/s to the Promoters/Developers under this Agreement or otherwise have been duly paid by the Purchaser/s/Allottee/s to the Promoters/Developers.
14. If the Promoters/Developers 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/Developers 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 as specified in the Rule from

the date the Promoters/Developers received the same till the date the amounts and interest thereon are repaid, Provided that by mutual consent it is agreed that the dispute whether the specified stipulations viz., that the failure or neglect to give possession to the Purchaser/s/Allottee/s is on account of any reasons beyond the Promoters/Developers' control, have been satisfied or not will be referred to the Architect of the works who will act as the Sole Arbitrator and whose decision shall be final, conclusive and binding upon the parties hereto and any one claiming under them. Till the entire amount and interest thereon is refunded by the Promoters/Developers to the Purchaser/s/Allottee/s the same shall subject to prior encumbrances if any, be a charge on the said Flat/Shop and upon the repayment of such entire amount and interest thereon, neither party shall have any claim against the other of any nature whatsoever.

PROVIDED HOWEVER that the Promoters/Developers 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/Developers.

15. The Purchaser/s/Allottee/s shall take possession of the said Flat/Shop within Eight (8) days of the Promoters/Developers giving written notice to the Purchaser/s/Allottee/s intimating that the said Flat/Shop is ready for use and occupation.

PROVIDED that if within a period of three years from the date of handing over the said Flat/ Shop, the Purchaser/s/Allottee/s brings to the notice of the Promoters/Developers any structural defect in the said Flat/Shop or the building in which the said Flat/Shop is situated or the material used therein or any unauthorised change by the Promoters/Developers in the construction of the building in which the said Flat/Shop is located then wherever possible such defects or unauthorised change shall be

rectified by the Promoters/Developers at their cost and in case it is not possible to rectify such defects or unauthorised change then the Purchaser/s/Allottee/s shall be entitled to receive from the Promoters/Developers reasonable compensation for such defect or change as shall be decided by the Architect of the works whose decision as to the amount of compensation shall be final, conclusive and binding upon both the parties.

16. 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.

The car parking spaces reserved in favour of the purchasers and allottees of flats, shops and premises shall be used and enjoyed by such purchasers and allottees as a limited/ restricted common area and facility for the purpose of parking their own vehicles and the vehicles of their employees and for no other purpose whatsoever. The attached terraces shall be used by the Purchaser/s/Allottee/s thereof for such purposes as are permissible in law. The overhead terraces, adjacent and adjoining and unattached terraces, open spaces and other common areas and facilities, where they are reserved or designated as limited/restricted common areas and facilities shall be used and enjoyed in such manner as is permissible in law by the purchasers and allottees in whose favour such reservation or designation is made and where there is no reservation or designation by the Promoters/Developers as a limited/restricted common area or facility, the purchasers or allottees of flats, shops and premises shall use and enjoy the same in such manner as is permissible in law.

17. 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 Societies under such name or names as may be decided by the Promoters/Developers. 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 or Memorandum and Articles of Association of the proposed Co-operative

Society/Societies of which he/she/it/they shall be becoming members, and other papers and documents necessary for the formation and registration of such Co-operative Society/ Societies and for becoming a member and duly fill in, sign and return to the Promoters/Developers within Seven (7) days of the same being forwarded by or on behalf of the Promoters/Developers to the Purchaser/s/Allottee/s so as to enable Promoters/Developers to register the Co-operative Society/ Societies 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/ Memorandum and Articles of Association/ other documents as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

18. In accordance with the Government Policy and the provisions of the Development Control Regulations for Greater Mumbai, 1991, 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 Development Control Regulations for Greater Mumbai, 1991 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/Developers 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 Development Control Regulations for Greater Mumbai, 1991, 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 Development Control Regulations for Greater Mumbai, 1991 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/Developers 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/Developers or Matoshree Realtors, then and in such an event the Promoters/Developers 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/Developers will be handing over and transferring this set back area to the Municipal Corporation of Greater Mumbai.

19. Commencing eight (8) days after notice in writing is given by the Promoters/Developers 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/Developers (till the

handing over to the co-operative society) and thereafter as per the rules and regulations of the co-operative society. Until the Co-operative Society is formed and the management handed over to it, the Purchaser/s/Allottee/s shall pay to the Promoters/Developers such proportionate share of outgoings/ outgoings as may be determined by the Promoters/Developers. 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/Developers 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/Developers 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/Developers shall not carry any interest and remain with the Promoters/Developers until the handing over of the Composite Building or the Sale Building to the Co-operative Society. On such handing over of the Composite Building or the Sale Building to the Co-operative Society, the aforesaid balance (less deduction provided for in this Agreement) shall be paid over by the Promoters/Developers 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/Developers is exhausted, the Purchaser/s/Allottee/s undertakes to pay to the Promoters/Developers 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.

20. The Purchaser/s/Allottee/s shall on or before the delivery of possession of the Said Flat/ Shop keep deposited with the Promoters/Developers 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

21. The Promoters/Developers shall utilise the sum of Rs. ____/-/- paid up by the Purchaser/s/Allottee/s to the Promoters/Developers 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/Developers 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.

22. All the stamp duty and registration charges and other levies including Service Tax, VAT or any other taxes whatsoever of and incidental to this Agreement and the Lease Deeds/ Deed of Assignment and other necessary assurances to be executed in pursuance hereof or otherwise, and whether now payable/ chargeable or hereafter 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, Service Tax, Value Added Tax or other levies payable, if any on and in respect of this Agreement as per the provisions of law and shall likewise also pay before entering into possession of the Said Flat/Shop to the Promoters/Developers his/her/their/its share of stamp duty and registration charges, if any payable by the said Co-operative Society or the Purchaser/s/Allottee/s on the Lease Deeds/ Deed of Assignment or

any document or instrument of transfer to be executed in favour of the Co-operative Society and the purchasers and allottees of premises on the said property as herein provided.

23. 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/Developers as follows:-

- (a) To maintain the Said Flat/Shop at the Purchaser's/s' own cost in good tenantable repair and condition from the date commencing 8 (eight) days after notice in writing is given by the Promoters/Developers 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/Developers

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 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 tenantable 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/Developers 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/Developers 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/Developers and not to construct bathroom, W.C. or to take water connection without the written permission of the Promoters/Developers;
- (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/Developers and on such terms and conditions as may be decided by the Promoters/Developers (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/Developers within eight (8) days of demand by the Promoters/Developers 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/Developers 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/Developers 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/Developers under this Agreement are fully paid up and only if the Purchaser/s/Allottee/s had/have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s/Allottee/s has/have obtained permission in writing of the Promoters/Developers till the Lease Deeds/ Deed of Assignment is executed and thereafter of the Co-operative Society for the same;
- (l) Till the Lease Deeds/ Deed of Assignment as contemplated by this Agreement is executed, the Purchaser/s/Allottee/s shall permit the Promoters/Developers 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/Developers 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/Developers. The Purchaser/s/Allottee/s acknowledges/s and agree/s that the Promoters/Developers 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/Developers 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/Developers 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/Developers. The car parking spaces reserved by the Promoters/Developers 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 reserved car parking spaces 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/Developers 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/Developers 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/Developers 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/Developers 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/Developers 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/Developers 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/Developers 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/Developers 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.

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

- (a) The Promoters/Developers 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/Developers 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/Developers 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/Developers 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/Developers 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/Developers 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/Developers of all the flats, shops, units and other premises then and in such case the Promoters/Developers 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/Developers, 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/Developers 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/Developers on ownership basis or if the Promoters/Developers 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/Developers 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 hereby give/s his/her/their/its express consent to the Promoters/Developers to raise any loan against the said Property or any part thereof and the buildings under construction or any of them and to mortgage the same with any Bank or Banks or any Financial Institution or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Promoters/Developers at their own

expense before the possession of the Said Flat/Shop is handed over by the Promoters/Developers to the Purchaser/s/Allottee/s;

(f) The Purchaser/s/Allottee/s shall permit the Promoters/Developers 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;

25. It is clearly understood and agreed by and between the parties hereto that the Promoters/Developers shall have the unqualified and unfettered right to sell on ownership basis to anyone of their choice, the terraces attached to and having access only through the said Flats, shops and other premises. The Purchaser/s/Allottee/s of such terrace/s shall be entitled to make use of the same for all purposes whatsoever, as permissible by law. However, the Purchaser/s/Allottee/s of such terrace/s shall not enclose or cover the said terrace without the written permission of the Promoters/Developers and/or the Co-operative Society, as the case may be, and the concerned local body or authority.

26. The Promoters/Developers shall maintain a separate account in respect of all sums received by the Promoters/Developers 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 outgoings and legal charges and shall utilise the amount duly for the purpose for which they have been received.

27. 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 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/Developers until transfer to the Co-operative Society as hereby contemplated.

28. Any delay tolerated or indulgence shown by the Promoters/Developers 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/Developers shall not be construed as a waiver on the part of the Promoters/Developers 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/Developers.
29. The Purchaser/s/Allottee/s shall present this Agreement as well as the Lease Deeds/ Deed of Assignment 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/Developers the Registration Office where and the serial number under which the same is lodged for registration and thereupon the Promoters/Developers will attend such office and admit execution thereof it being expressly understood that the only liability of the Promoters/Developers is to attend at the sub-registry and admit their execution of the document.
30. All notices to be served on the Purchaser/s/Allottee/s as contemplated by this Agreement shall be deemed to have been served if sent to the Purchaser/s/Allottee/s by Registered Post A.D./Under Certificate of Posting at his/her/their/its address specified below: -
Viz : _____

31. The Purchaser/s/Allottee/s hereby expressly agree/s that the Promoters/Developers 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/Developers 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/Developers 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/Developers 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/Developers shall be deemed to be consent under the provisions of MOFA. 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/Developers 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/Developers shall be deemed to be consent under the provisions of MOFA.

31. This Agreement shall always be subject to the provisions of the MOFA and the rules made thereunder.
30. 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/Developers 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 and other applicable laws and the Rules made thereunder the Purchaser/s/Allottee/s has/have represented to the Promoters/Developers that the Purchaser/s/Allottee/s is/are eligible and entitled to acquire and/or purchase the 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.

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Housley.com

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

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 allotted /to be allotted to the respective purchaser if permitted and constructed and also excluding the open car parking spaces in the compound reserved in favour of any purchaser/ allottee as mentioned hereinabove in this Agreement..
 - a. 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/Developers 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 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, 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 THIRD 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/DEVELOPERS MESSRS.)
SHANKALA REALTY BUILDERS AND)
DEVELOPERS having PAN No. _____)
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 having PAN No. _____)
_____ 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**)
_____)
_____)
having PAN No/s. _____)
_____ in the presence)
of.)

- 1.
- 2.

SIGNED SEALED AND DELIVERED by _____)
_____, the Director and)
Authorised Signatory of the withinnamed)
PURCHASER _____ LIMITED)
having PAN No. _____ pursuant to the)
Resolution of its Board of Directors dated)
_____ in the presence of.)

1.)
2.)

SIGNED SEALED AND DELIVERED by)
_____, the Partner and)
Authorised Signatory of the within named)
PURCHASER _____ LLP)
pursuant to its Resolution dated _____ in)
the presence of.)

1.)
2.)

SIGNED SEALED AND DELIVERED by the)
withinnamed **PURCHASER MESSRS.**)
_____ having PAN)
No. _____ through its)
partner/s _____)
_____)
_____ in the)
presence of.)

1.)
2.)

RECEIVED of and from the withinnamed)
PURCHASER/S/ALLOTTEE/S the sum of)
Rs. _____/-(Rupees.)
_____ only) by Cheque No.)
_____ dated _____ drawn on the)
_____ being the withinexpressed)
amount of earnest money to be paid by the)
Purchaser/s/Allottee/s to us the) Rs.
Promoters/Developers on the execution of this
Agreement.

WITNESSES

- 1.

WE SAY RECEIVED

FOR MESSRS. SHANKALA REALTY

2.

BUILDERS AND DEVELOPERS

Viraj Rajiv Meher, Partner

**THE FIRST PROMOTERS/DEVELOPERS
ABOVENAMED
FOR PALAI DEVELOPERS PRIVATE
LIMITED'**

Director and Authorised Signatory

**THE SECOND PROMOTER
ABOVENAMED**

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=====
DATED THIS ____ DAY OF _____ 20__
=====

MESSRS. SHANKALA REALTY BUILDERS AND DEVELOPERS. ...FIRST PROMOTERS/DEVELOPERS

AND

PALAI DEVELOPERS PRIVATE LIMITED.

...SECOND PROMOTER

AND

...PURCHASER/S/ALLOTTEE/S

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S A L E
A G R E E M E N T