BETWEEN

MESSERS. N D DEVELOPERS, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 and having their office at 303, Palai Complex, Plot No. 359, Bhandarkar Road, Matunga (C.R), Mumbai 400 019 hereinafter referred to as "THE PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners of 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) of the One Part

 of	Mumbai,	Indian	Inhabitant	having	address	at
 				, here	inafter refe	rred

to as "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/ her/ their heirs, executors, administrators and permitted assigns) of the Other Part.

WHEREAS

- 1. The Promoters are the owners of and are seized and possessed of or otherwise well and sufficiently and absolutely entitled to all that piece or parcel of land admeasuring 7159.30 square meters and bearing C. T. S. No. 902 of City Survey Goregaon situate, lying and being at Village Pahadi, Goregaon (West), Taluka Goregaon, District Mumbai Suburban, Near Piramal Nagar, S. V. Road, Goregaon (West), Mumbai 400 062 and within the Registration District and Sub-District of Mumbai City and Mumbai Suburban (hereinafter referred to as "the said Land") and were the owners of a shed admeasuring about 75'x 200' standing thereon (hereinafter referred to as "the Old Shed") and which Old Shed has been since demolished as stated hereinafter.
- 2. The Promoters have planned the development of the said Land by constructing a Residential and Public Parking Lot Building to be known as Palai Towers in phases with underground parking facilities by utilising the development potential of the said Land to the maximum extent permissible including inter alia by utilising and consuming the

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Floor Space Index (FSI) available in respect of the said Land, Transferable Development Rights in the form of FSI purchased or acquired from elsewhere, FSI in lieu of the construction and handing over of the public parking lot, fungible FSI etc..

- 3. The Labour Commissioner, Maharashtra State, Mumbai by its letter No. KA/NHP/ P.K.40/ 2010/ Karyasan-7 dated 11th June 2010 issued its Labour NOC for the development of the said Land.
- 4. The Municipal Corporation of Greater Mumbai by letter bearing No. CHE/ 1189/ DPWS/ P&R dated 11th August 2010 of the Executive Engineer (Development Plan) W. S. P&R granted permission to allow users permissible in Residential Zone on the said Land on the terms and conditions mentioned therein.
- 5. The Government of Maharashtra vide letter bearing No. TBP 4311/4134/ C.R.14/12/ UD-11 dated 7th June 2012 of the Under Secretary to the Government gave its In Principal Approval for the development and construction of the multi storied public parking lot on the said Land under Regulation 33(24) of the Development Control Regulations for Greater Mumbai, 1991 on the terms and conditions therein mentioned.
- 6. The Municipal Corporation of Greater Mumbai vide letter No. 0196/ MC/ Rds. Tr. & Br. dated 27thMay 2013of the Chief Engineer (Rds, Tr. & Br.) issued Letter of Intent for the development and construction of the multi storied public parking lot on the said Land under Regulation 33(24) of the Development Control Regulations for Greater Mumbai, 1991 on the terms and conditions therein mentioned.
- 7. The Maharashtra Pollution Control Board vide letter bearing EIC No. Mu-5341-13 and Consent No. MPCB/ ROHQ/ Mumbai/ CE/ CC/ 9381 dated 13th November 2013 issues it's consent to establish under Section 25 of the Water (Prevention and Control of Pollution) Act, 1974 and under Section 21 of the Air ((Prevention and Control of Pollution) Act, 1981 and Authorisation/ Renewal of Authorisation under Rule 5 of the Hazardous Wastes (Management, Handling and Transboundry Movement) Rules, 2008 on the terms and conditions mentioned therein.
- 8. The State Level Environment Impact Assessment Authority vide letter bearing No. SEAC-3511/ CR-962/ TC-2 dated 23rd December 2013 of the Principal Secretary,

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Environment Department and MS, SEIAA, accorded Environmental Clearance for the development project on the said Land on the terms and conditions mentioned therein.

- 9. The Promoters have commenced the development of the said Land by demolishing the Old Shed standing thereon and commencing the work of construction of the Residential and Public Parking Building known as Palai Towers on the said Land. The said Land (viz., all that piece or parcel of land admeasuring 7159.30 square meters and bearing C. T. S. No. 902 of City Survey Goregaon situate, lying and being at Village Pahadi, Goregaon (West), Taluka Goregaon, District Mumbai Suburban, Near Piramal Nagar, S. V. Road, Goregaon (West), Mumbai 400 062 and within the Registration District and Sub-District of Mumbai City and Mumbai Suburban) together with the Residential and Public Parking Building known as Palai Towers being constructed thereon is hereinafter referred to as "the said Property" and more particularly described in the First Schedule hereunder written. Hereto annexed and marked Annexure "1" is a copy of the property card in respect of the said Land showing the nature of the title of the Promoters to the said Land on which the said building known as Palai Towers is being constructed by the Promoters. A portion of the said Land admeasuring 611.57 square meters is going in road set back.
- 10. The Promoters have got the plans, designs and specifications of the Residential and Public Parking Building known as Palai Towers to be constructed by it on the said Land approved from the Municipal Corporation of Greater Mumbai ("the Corporation") and the Corporation issued its IOD bearing No. CHE/ 9986/ BP(WS)/ AP dated 3rd March 2010, amended IOD bearing No. CHE/ 9986/ BP(WS)/ AP dated 10th December 2010, amended IOD bearing No. CHE/ 9986/ BP(WS)/ AP dated 6th November 2013 and amended IOD bearing No. CHE/9986/BP/(WS)/AP dated 25th September 2014 in respect thereof, and, the Corporation issued its Commencement Certificate bearing No. CHE/ 9986/ BP(WS)/ AP dated 17th July 2010 in respect of the construction to be carried out by the Promoters on the said Property and the Commencement Certificate is being endorsed as per the progress of the construction work on the said Property. Copies each of the aforementioned IOD dated 3rd March 2010 and the amended IODs dated 10th December

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11. As per the sanctioned plans, the Residential and Public Parking Building known as Palai Towers consists of two level basement and two wings viz., Wings A and B, each consisting of ground and podium at 1st to 7th upper floor levels and 8th to 18th upper floors with refuge area on the 8th and 15th upper floors with fire check floor between the 17th and 18th upper floors. The two level basement and a portion of the ground and podium (having 4 levels) at the ground and 1st to 3rd upper floor levels in Wing B consists of the municipal public parking lot area (hereinafter referred to as "the Municipal Public Parking Lot") with separate entry and exit. The balance ground and podium at the 1st to 3rd upper floor levels in Wing B, the podium at the 4th to 6th upper floor levels in Wing B and the ground and podium at the 1st to 6th upper floor levels in Wing A consists of the captive parking areas (hereinafter referred to as "the Captive Parking Area". The podium at the 7th upper floor in Wings A and B consists of entrance lobby for the respective Wings and amenity/ recreation areas for the residents of the said building known as Palai Towers. The 8th to 18th upper floors in Wings A and B of the said building known as Palai Towers consists of residential flats.

The Promoters as stated hereinabove propose to carry out further development and construction work on the said Property in phases by utilising the full development potential of the said Property including all balance Floor Space Index (FSI), set back FSI, amenity area FSI, Transferable Development Rights in the form of FSI (TDR), fungible FSI etc.. as may be permissible, by getting further and amended plans approved from the Municipal Corporation of Greater Mumbai and other authorities from time to time for the construction of the 19th to 32ndupper floors and if permissible further upper floors containing residential flats with provision for refuge areas on the, 22nd and 29th upper floors and other areas, as per the proposed plans, designs and specifications of the said

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Building, the authenticated copies of which are annexed hereto and marked <u>Annexure</u> "5"...

- 12. The Promoters have entered into a standard Agreement with Mr. Sandeep Shikre of M/s Sandeep Shikre and Associates, Architects, registered with the Council of Architects and such agreement is as per the Agreement prescribed by the Council of Architects and have also appointed M/s Sura and Associates, Structural Engineers as R.C.C. Consultants and the Promoters accepts the professional supervision of the said Architects and Structural Engineers or such other Architect and/or Structural Engineer who may be from time to time appointed in their or his or her place or stead, till the completion of the said building/wings.
- 13. The Certificate of Title dated 30.11.2010 issued by Mehta and Giridharilal, Advocates and Solicitors in respect of the said Land is hereto annexed and marked *Annexure "6"*.
- 14. The Promoters have applied for and obtained various approvals, sanctions, no objections, consents, permissions, clearances, certificates etc.. for the purpose of commencing and carrying out the development of and construction on the said Property from the Government, the Corporation and other concerned officers and authorities including Intimation of Disapproval (IOD) and amendments thereof, Commencement Certificate, Environment Clearances etc.. and will be applying for and obtaining such other approvals, sanctions, no objections, consents, permissions, clearances, certificates etc.. during the progress and implementation of the development project on the said Property and upon completion thereof as are necessary and required. The conditions, stipulations and restrictions laid down and which will be laid down by the Government, Corporation and other concerned officers and authorities at the time of making the orders or granting the permissions, sanctions, approvals, no objections etc.. in respect of the said Property and the development thereof and construction thereon as well as while approving the building plans are to be observed and performed by the Promoters while developing the said Property and construction of the said building known as Palai Towers on the said Land and upon due observance and performance of which inter alia the

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Occupation and Completion Certificates in respect of the said building known as Palai Towers will be granted by the Corporation.

- The said Property has been mortgaged to INDUSIND BANK LIMITED vide Deed of Mortgage dated 27.11.2015 made between N D Developers and INDUSIND BANK at the office of Sub-registrar Mumbai City -01 bearing Sr. no. BRL-1/324/2016 11.01.2016 and Deed of Mortgage to INTERNATIONAL **ASSET** RECONSTRUCTION COMPANY PRIVATE LIMITED dated 23.12.2015 made between N D Developers and INTERNATIONAL ASSET RECONSTRUCTION COMPANY PRIVATE LIMITED registered at Joint Sub registrar Nashik bearing Sr. No. NSN-4/859/2016 on 01.02.2016 as a security for the facility availed by the Promoters from them and these mortgages are subsisting.
- 16. The Purchaser/s who has/have full notice of the provisions/contents of the said documents and permissions referred to hereinabove applied to the Promoters for allotment of Flat No. _____ having carpet area of _____ square feet i.e. _____ square meters on ____ Floor/s in Wing ___ of the said Building known as Palai Towers being constructed by the Promoters on the said Property hereinafter referred to as "THE SAID FLAT" as shown on the approved plans thereof hereto annexed as Annexure "7" and Car Parking Space/s viz., Stack Car Parking Space Nos. ___ and ___ on (____ level of podium)in the captive parking area hereinafter referred to as "THE SAID PARKING SPACE". The expression "Carpet Area" means the net usable area of the Flat excluding the area covered by the external walls, areas under services shafts exclusive balcony appurtenant to the Flat for the exclusive use of the Flat Purchaser/s or Verandah area and exclusive open terrace area appurtenant to the Flat for the exclusive use of the Flat Purchaser/s, but includes the area covered by the internal partition walls of the Flat.
- 17. Relying upon the application and consent of the Purchaser/s the Promoters has agreed to sell to the Purchaser/s the said Flat and the Parking Space/s at the price and on the terms and conditions hereinafter appearing.
- 18. The Purchaser/s had demanded from the Promoters and the Promoters have given inspection to the Purchaser/s of all the documents of title relating to the said Property and the plans, designs and the specifications prepared by the Promoters' Architect/s and the said permissions etc. referred to hereinabove and of such other documents as are

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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 Real Estate (Regulation and Development) Act, 2016 ("RERA") and the Rules made thereunder.

19.	The Promoters	has registered	the Project	under the	provisions	of RERA	with	the
Real E	State Regulatory	Authority at N	o		_·			

20. Under Section 4 of MOFA and Section 13 of RERA, the Promoters are required
to execute written Agreement for Sale of the said Flat to the Purchaser/s being in fact
these presents and also register the said Agreement under the Registration Act, 1908.,
The Promoters have booked the said Flat in the yearin the name of Purchaser/s and
received booking amount from the Purchaser/s (First Payment) in the year

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

1. The Promoters propose to carry out the development and construction of the Residential and Public Parking Lot Building known as Palai Towers ("the said Building") in phases as recited hereinabove and as per the present sanctioned/approved plans the Promoters shall under normal conditions construct the said Building consisting of two level basement and two wings viz., Wings A and B, each consisting of ground and podium at 1st to 7th upper floor levels and 8th to 18th upper floors with refuge areas on the 8th and 15th upper floors and a fire check floor between the 17th and 18th upper floors (the two level basement and a portion of the ground and podium (having 4 levels) at the ground and 1st to 3rd upper floor levels in Wing B consists of the municipal public parking lot area (hereinafter referred to as "the Municipal Public Parking Lot") with separate entry and exit, the balance ground and podium at the 1st to 3rd upper floor levels in Wing B and the ground and podium at the 1st to 6th upper floor levels in Wing B and the ground and podium at the 1st to 6th upper floor levels in Wing A consists of the captive parking areas (hereinafter referred to as "the Captive Parking Area"), the podium at the 7th upper floor

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in Wings A and B consists of entrance lobby for the respective Wings and amenity/ recreation areas for the residents of the said Building and the 8th to 18th upper floors in Wings A and B of the said Building known consists of residential flats) with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned local authority or the Government to be made in them or any of them **PROVIDED** that without obtaining the prior written consent of the Purchaser/s the location, area and dimensions of the said Flat are not in any manner changed. PROVIDED THAT the Promoters shall have to obtain prior consent in writing of the Flat Purchaser/s in respect of variations or modifications which may adversely affect the said Flat of the Flat Purchaser/s except any alteration or addition required by any Government authorities or due to change in law or any addition or alteration as per the proposed plans, designs and specifications, the authenticated copies of which are annexed hereto and marked Annexure "5".

AND FURTHER THAT the Promoters propose to carry out further development and construction work on the said Property in phases, by utilising the full development potential of the said Property including all balance Floor Space Index (FSI), set back FSI, amenity area FSI, Transferable Development Rights in the form of FSI (TDR), fungible FSI etc.. as may be permissible, by getting further and amended plans approved from the Municipal Corporation of Greater Mumbai and other authorities from time to time for the construction of the 19th to 32nd upper floors and if permissible further upper floors containing residential flats with provision for refuge areas on the 22nd and 29th upper floors and other areas, as per the proposed plans thereof, the authenticated copies of which are annexed hereto and marked Annexure "6". The Purchaser/s hereby consent/s to the above and the said consent shall for all purposes be considered as Purchaser's/s' consent so long as the location of the said Building is not changed and the location, area and dimensions of the Flat are not in any manner changed. The consent contemplated hereunder shall for all purposes be considered as Purchaser's/s' consent under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of MOFA. and Section 14(1)(i) and (ii) and other applicable provisions of RERA.

AND FURTHER that if and in case the Promoters 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 deciding to

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construct additional floor/s or additional premises or additional wing/s to or in the said Building or any other building or additional buildings or semi-detached building as the Promoters deem fit including on account of the Promoters 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 shall be entitled and be at liberty to amend/vary the sanctioned plans and to carry out such construction provided the location of the said Building is not changed and without obtaining the prior written consent of the Purchaser/s the location, area and dimensions of the Flat are not in any manner changed. The Purchaser/s hereby consent/s to the above and the said consent shall for all purposes be considered as Purchaser's/s' consent so long as the location of the said Building is not changed and the location, area and dimensions of the Flat are not in any manner changed. The consent contemplated hereunder shall for all purposes be considered as Purchaser's/s' consent under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of MOFA and Section 14(1)(i) and (ii) and other applicable provisions of RERA.

2. The Purchaser/s hereby agree/s to acquire and purchase from the Promoters and
the Promoters hereby agrees to sell to the Purchaser/s Flat Nohaving carpet area
of Square Feet equivalent to square meters on the
floor/s in Wing of the said Building hereinafter referred to as "THE SAID FLAT"
as shown on the floor plans thereof hereto annexed and marked as Annexure No."7" at
or for the price or consideration of Rs/- (Rupees Only)
including Rs. Nil being the proportionate price of the common areas and facilities
appurtenant to the Flat, and, the nature, extent and description of the
general/limited/restricted common areas and facilities , which are more particularly
described in the Second Schedule hereunder written., and, Stack Car Parking Space
No/s in the stilts/ level podium of the said Building hereinafter
referred to as "THE PARKING SPACE/S" for the price of Rs/-

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(Ru	pees). The aggre	egate consideration amount for the said Flat			
incl	including the Parking Space/s is thus Rs/- (Rupees).					
3.	The Purchaser/s	hereby agree/s	to pay to the Promoters the said amount of			
pur	chase price or consid	leration of Rs. _	Only) in			
the	following manner:-					
(a)	Rs.	10%	Paid on or before execution of these presents as earnest;			
(b)	Rs.	20%	Registration of Agreement			
(c)	Rs.	15%	Completion of Plinth			
(d)	Rs.	01%	Casting of 2nd Podium Slab			
(e)	Rs.	01%	Casting of 4th Podium Slab			
(f)	Rs.	1%	Casting of 6thPodium Slab			
(g)	Rs.	1%	Casting of 2nd Habitable Floor Slab			
(h)	Rs.	1%	Casting of 4th Habitable Floor Slab			
(i)	Rs.	02%	Casting of 6th Habitable Floor Slab			
(j)	Rs.	02%	Casting of 8th Habitable Floor Slab			
(k)	Rs.	02%	Casting of 10th Habitable Floor Slab			
(1)	Rs.	Casting of 12th Habitable Floor Slab				
(m)	Rs.	02%	Casting of 14th Habitable Floor Slab			
(n)	Rs.	02%	Casting of 16th Habitable Floor Slab			
(o)	Rs.	02%	Casting of 18th Habitable Floor Slab			
(p)	Rs.	02%	Casting of 20nd Habitable Floor Slab			
(q)	Rs.	02%	Casting of 22th Habitable Floor Slab			
(r)	Rs.	02% Casting of 24 th Habitable Floor Slab				
(s)	05%		05% Commencement of Brickwork/Plaster			
(t)	Rs.	05%	Commencement of Sanitary fittings, staircase, Lifts			
(u)	Rs.	05%	Commencement of External Plumbing and External Plaster			
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(v)	Rs.	10%	Commencement of lifts, water pumps,		
			electrical fittings etc.		
(w)	Rs.	5%	Possession		
	Rs.	100%	Total		

It is hereby	recor	ded	that t	he Purchas	er/s	has/ha	ave p	orior	to tl	ne exe	ecutio	n of	this
Agreement	paid	to	the	Promoters	a	sum	of	Rs.			/-	(Rup	pees
			0	nly) as ear	rnest	(the	payn	nent	and	receip	t wh	nereof	the
Promoters d	lo here	by a	dmit	and acknow	vledg	ge) an	d agr	ree/s	to n	nake p	ayme	ent of	the
balance purc	hase p	rice a	as stip	ulated and i	n th	e insta	ılmen	ts an	d in	the ma	nner	stipula	ated
hereinabove	time b	eing	of the	essence.									

The total price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax and Cess, Goods and Services Tax or any other similar taxes which may be levied in connection with the construction of and carrying out the Project payable by the Promoters) upto the date of handing over the possession of the said Flat.

The total price is escalation free, save and except escalations/ increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, local bodies/ Government from time to time. The Promoters undertake and agree that while raising a demand on the Flat Purchaser/s for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Flat Purchaser/s, which shall only be applicable on subsequent payments.

The Promoters shall confirm the final carpet area of the said Flat after the construction of the said Building is complete and the Occupation Certificate is granted by the MCGM, by furnishing the details of the changes, if any, in the carpet area, subject to a variation cap of 3%. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then the Promoters shall refund the excess money paid by the Flat Purchaser/s within 45 days with annual interest at the rate specified in the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017, from the date when such an excess

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amount was paid by the Flat Purchaser/s. If there is any increase in the carpet area allotted to the Flat Purchaser/s, the Promoters shall demand additional amount from the Flat Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustment shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement.

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

The said Purchase Price or such other amount payable by the Purchaser shall be paid by the Purchaser directly into the Escrow account no 201000284366 maintained with the Dadar branch of IndusInd Bank Limited or by way of cheque / demand draft in the name of "N D Developers Goregaon"

4. The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by the Corporation 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 Flat to the Purchaser/s, obtain from the concerned local authority occupation and/or completion certificate in respect of the said Building or the Wing or of the portion of the said Building or Wing in which the Flat is located or of the Flat as the case may be.

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

5. The Promoters hereby declares that the FSI in respect of the said Property is 5565.57 square meters and it is permissible and the Promoters will be utilising and

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consuming in addition to the above FSI, fungible FSI of 6225.90 square meters, additional FSI for construction of municipal public parking lot of 5675 square meters, set back FSI of 611.57 square meters, amenity open space FSI of 327.39 square meters and Transferable Development Rights (TDR) in the form of FSI (TDR) of 6547.73 square meters and that no part of the FSI of the said Property has been utilized by the Promoters outside the said Property for any purpose whatsoever. The Promoters shall be entitled to utilise and consume such further, additional, incentive or other FSI or TDR or the development potential (to the maximum extent permissible) that is or may become available in the development and construction carried out on the said Property as may be permissible. The Promoters have disclosed the Floor Space Index as proposed to be utilized by it on the said Land in the said Project and the Flat Purchaser/s has/ have agreed to purchase the said Flat based on the proposed construction and sale of flats to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared Floor Space Index shall belong only to the Promoters.

In case any part of the FSI of the said Property shall be utilised by the Promoters elsewhere outside the said Property, then the Promoters shall disclose all the particulars in respect of such utilisation of such part of the said FSI by them it in the Conveyance to be executed by the Promoters in pursuance of this Agreement. The Promoters shall be entitled to consume and utilize on the said Property the FSI or the Transferable Development Rights (TDR), any increased, further, floating or additional FSI or FSI becoming available for utilization or consumption on the said Property by acquisition or purchase of TDR or otherwise or fungible FSI or any additional, incentive or further FSI as may be permissible by constructing additional floor/s, premises or additional wings, additional or further buildings on the said Property and in the event of such utilization or consumption then the detailed particulars in respect of such utilization of FSI shall be disclosed by the Promoters to the Purchaser/s in the Conveyance to be executed by the Promoters in pursuance of this Agreement. The residual Floor Space Index (F.S.I.) of the said Property not consumed as well as F.S.I. of any other property acquired by the Promoters by way of or under TDR and all F.S.I which can be utilized and consumed on the said Property will be available to the Promoters till the execution of the Conveyance hereby contemplated even if the Promoters have put the Purchaser/s and the purchasers of

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

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

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

PROVIDED ALWAYS that the power of termination hereinbefore contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser/s fifteen (15) days prior notice in writing by Registered Post at the address provided by the Flat Purchaser/s and mail at the e-mail address provided by the Flat Purchaser/s of their intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this agreement and default shall have been made by the Purchaser/s 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.

PROVIDED FURTHER that upon termination of this agreement as aforesaid the Promoters shall refund to the Purchaser/s (subject to the adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoters) the instalment/s of sale price of the Flat which may till then have been paid by the Purchaser/s to the Promoters but the Promoters shall not be liable to pay to the Purchaser/s any interest on the amount so refunded or any other amount whatsoever and upon termination of this agreement and refund of aforesaid amount by the Promoters the Promoters shall be entitled and be free to dispose-off by sale or otherwise as the Promoters may at their sole discretion decide the Flat to such person and at such price or consideration and on such conditions as the Promoters may in their absolute discretion

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think fit and the Purchaser/s shall not be entitled and hereby undertake/s not to dispute the same or raise any claim against the Promoters or new purchaser/s or other acquirer/occupant of or against the Flat or the disposal thereof or otherwise.

- 8. The fixtures, fittings and amenities to be provided by the Promoters in the Flat and the said Building are those that are set out in the list annexed hereto as *Annexure No.*"6".
- 9. The Promoters shall give possession of the Flat to the Purchaser/s on or before December 2020 Provided however that all the amounts that may be or become due and payable by the Purchaser/s to the Promoters under this Agreement or otherwise have been duly paid by the Purchaser/s to the Promoters.
- 10. If the Promoters fail or neglect to give possession of the Flat to the Purchaser/s except on account of any reasons beyond their control and/or of their agents by the aforesaid date then the Promoters shall be liable within fifteen (15) days of the date of demand in writing by the Purchaser/s to refund to the Purchaser/s all the amounts already received by them in respect of the Flat with interest at the same rate from the date the Promoters received the same till the date the amounts and interest thereon are repaid, 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 shall be entitled to reasonable extension of time for giving delivery of the Flat if the completion of the Wing in which the Flat is to be situated is delayed on account of: -

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

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

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

PROVIDED that if within a period of Five years from the date of handing over the Flat, the Purchaser/s brings to the notice of the Promoters any structural defect in the Flat or the wing in which the Flat is situated or any defects on account of workmanship, quality or provisions of service, then wherever possible such defects shall be rectified by the Promoters at its cost and in case it is not possible to rectify such defects then the Purchaser/s shall be entitled to receive from the Promoters reasonable compensation for such defect or change in the manner as provided under RERA. 13. So far as the residential flats in the said Building are concerned, the purchaser/s thereof shall use the same for residence. The car parking spaces sold, allotted or reserved in favour of the purchasers and allottees of flats and premises shall be used and enjoyed by such purchasers and allottees as a limited/ restricted common area and facility for the purpose

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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 purchasers thereof for such purposes as are permissible in law. The overhead terraces, common adjacent and adjoining terraces and open spaces and other common areas and facilities, where they are reserved or designated as limited/restricted common areas and facilities by the Promoters 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 as a limited/ restricted common area or facility, the purchasers or allottees of flats and premises shall use and enjoy the same in such manner as is permissible in law.

13. The Purchaser/s along with the purchasers of other flats and premises in the building to be constructed on the said Property (excluding the public parking lot premises) shall join in forming and registering one or more Co-operative Societies or limited companies or other association/s or organisations, as per the Scheme framed by the Promoters under such name or names as may be decided by the Promoters and for this purpose the Purchaser/s shall from time to time 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, limited company/ companies or other association/s or organisation/s 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, limited company/ companies or other association/s or organisation/s and for becoming a member and duly fill in, sign and return to the Promoters within Seven (7) days of the same being forwarded by or on behalf of the Promoters to the Purchaser/s so as to enable Promoters to register the Cooperative Society/ Societies, limited company/ companies or other association/s or organisations of the flat/shop/unit purchasers without delay. No objection shall be taken by the Purchaser/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

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Registrar of Co-operative Societies or Registrar of Companies or any other Competent Authority.

14. The Promoters shall, within four (4) months of the completion of construction of the said building and all other building/s proposed to be constructed by the Promoters on the said Property in all respects and the completion of the entire development and construction work proposed to be carried out by the Promoters on the said Property and on the grant of Building Completion Certificate in respect of the said Building and all other buildings proposed to be constructed by the Promoters on the said Property and in respect of all the development and construction carried out on the said Property cause to be transferred to the Co-operative Society or Co-operative Societies or limited company or companies or association/s or organisation/s, formed of the purchasers and allottees of the flats and premises developed and constructed on the said Property and/or to the purchaser/s and/or allottees, as per the scheme framed by the Promoters, all the right, title and interest of the Promoters in the aliquot part of the said Property together with the said Building and other buildings and development and construction carried out thereon (save and except the public parking lot premises, which is to be handed over and transferred to the Corporation and save and except the set back area, which is to be handed over and transferred to the Corporation) by executing the necessary Conveyance of the said Property excluding the public parking lot premises and the set back area (or to the extent as may be permitted by the authorities) in favour of such Co-operative Society or Societies or limited company or companies or association/s and/or to the purchasers and/or allottees, as per the scheme framed by the Promoters, and such Conveyance and the scheme framed by the Promoters shall be in keeping with the terms and provisions of this Agreement.

The Promoters as recited hereinabove is constructing a public parking lot in the development and construction being carried out by him on the said Property and the same will be located in the two level basement and on a portion of the ground and podium (consisting of four levels) at the 1st to 3rd upper floor levels in Wing B of the said Building being constructed by the Promoters on the said Property. The two level

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basement and the portion of the ground and podium (consisting of four levels) at the 1st to 3rd upper floor levels in Wing B of the said Building in which the said public parking lot is located is to be transferred and handed over to the Municipal Corporation of Greater Mumbai along with access as mandated by the Development Control Regulations of Greater Mumbai, 1991 and the Promoters will be carrying out and completing the construction of the said public parking lot and will be transferring and handing over the two level basement and the portion of the ground and podium (consisting of four levels) at the 1st to 3rd upper floor levels in Wing B of the said Building in which the said public parking lot is located along with access as mandated by the Development Control Regulations for Greater Mumbai, 1991 and the approvals and permissions in respect thereof.

A portion of the said Property admeasuring 611.57 square meters is going in road set back and the Promoters will be handing over and transferring this set back area to the Municipal Corporation of Greater Mumbai.

15. Commencing fifteen 15 days after notice in writing is given by the Promoters to the Purchaser/s that the Flat is ready for use and occupation, the Flat 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 shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat excluding the public parking lot) of outgoings in respect of the said Property and the Buildings thereon or shall be liable to bear and pay the outgoings in respect of the said Flat, 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, building/ 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 rules and regulations of the co-operative society /limited/company/other association or organisation on the formation thereof. Until the Co-operative Society /Societies or limited company /companies or other association is/are

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formed and the said Property and building/s transferred to it, the Purchaser/s shall pay to the Promoters such proportionate share of the outgoings/ outgoings as may be determined by the Promoters. The Purchaser/s further agree/s that at the time of taking possession of the Flat the Purchaser/s shall pay to the Promoters a sum of Rs. ______/- being an amount equal to two years provisional monthly contribution at the rate of Rs.11/- per square feet of carpet area of the Flat per month towards the outgoings, and the Promoters shall be entitled and be at liberty to appropriate the same or adequate portion thereof towards such monthly outgoings and the balance if any out of the amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters until a Conveyance is executed in favour of the Co-operative Society/Societies, limited company/companies, other association/s or organisations/s or purchasers and allottees as aforesaid. On such conveyance being executed, the aforesaid balance (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Co-operative Society/ limited company/ other association or organisation of which the Purchaser/s is/are a member or to the Purchaser/s, as the case may be.

After the said amount of advance paid by the Purchaser/s to the Promoters is exhausted the Purchaser/s undertakes to pay to the Promoters provisional monthly contribution and such proportionate share of outgoings/ outgoings regularly on or before the 5th day of each and every calendar month in advance and shall not withhold the same for any reason whatsoever.

- 16. The Purchaser/s shall on or before the delivery of possession of the Flat/ Shop/ Unit keep deposited with the Promoters the following amounts: -
- (a) Rs.600/- for share money, application, entrance fee of the Cooperative Society/ limited company/other association;
- (b) Rs.25,000/- towards costs for formation and registration of the Cooperative Society/ limited company/other association:
- (c) Rs.25,000/- towards legal charges;
- (d) Rs.50,000/- Electricity Meter Deposit and other deposits and charges;

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- (e) Rs. 50,000/-
- Development Charges.
- (f) Rs. 1,50,000/-

Club Membership.

Rs. 3,00,600/-

Total

- 17. The Promoters shall utilise the sum of Rs.25,000/- paid up by the Purchaser/s to the Promoters under item (c) of Clause No.17 above for meeting all legal costs charges and expenses including professional costs of the Advocates and Solicitors of the Promoters in connection with the formation of the Co-operative Society /limited/company/other association, preparing its rules, regulations and bye-laws and the cost of preparing this Agreement and the cost of preparing and engrossing the Conveyance.
- All the stamp duty and registration charges and other levies including Service 18. Tax, VAT or any other taxes whatsoever of and incidental to this Agreement and the Conveyance 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. At the time of entering into this Agreement the Purchaser/s shall pay the stamp duty and registration charges, service taxes, Value Added Tax, goods and services tax and other taxes or other levies payable, if any on and in respect of this Agreement as per the provisions of law and shall likewise also at the time of the execution of the Deed of Conveyance and other assurances pay to the Promoters his/her/their/its share of stamp duty and registration charges, if any payable by the said Co-operative Society/ Societies or limited company/companies or other association/s or organisation/s or the Purchaser/s on the Conveyance or any document or instrument of transfer in respect of the said Property and the buildings to be executed in favour of the Co-operative Society/ies and the purchasers and allotees of premises on the said property as herein provided.
- 19. The Promoters hereby represent and warrant to the Flat Purchaser/s as follows:-

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- (b) The Promoters have lawful rights and requisite approvals from the competent authorities to carry out the development of the project and upon the completion of the construction of the said Building, the MCGM will be issuing its Occupation Certificate/s in respect thereof;
- (c) There are no encumbrances upon the Land or the project save and except the mortgages as recited hereinabove;
- (d) There are no litigations pending before any Court of Law with respect to the Land:
- (e) All approvals, licences and permits issued by the competent authorities with respect to the project, the Land and the said Building are valid and subsisting and have been obtained by following the due process of law. Further, the Promoters has been and shall at all times remain to be in compliance with all applicable laws in relation to the project, the Land, the said Building and common areas;
- (f) The Promoters has a right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Flat Purchaser/s created herein, may prejudicially be affected;
- (g) The Promoters has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the Land, the project or the said Flat, which will, in any manner, affect the rights of the Flat Purchaser/s under this Agreement;
- (h) The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Flat to the Flat Purchaser/s in the manner contemplated in this Agreement;
- (i) The Promoters will be handing over the lawful, vacant, peaceful, physical possession of the common areas of the said Building to the purchasers and allottes of the flats in the said Building;
- (j) The Promoters has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the project to the competent authorities;

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- (k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification including any notice for acquisition or requisition of the said Property has been received or served upon the Promoters in respect of the said Property and/or the project.
- 20. The Purchaser/s himself/herself/themselves/itself with intention to bind all persons into whomsoever hands the Flat may come, doth/do hereby covenant with the Promoters as follows:-
- (a) To maintain the Flat 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 that the Flat is ready for occupation and use or from the date the possession of the Flat is taken, whichever is earlier, and shall not do or suffer to be done anything in or to the building in which the Flat 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 Flat is situated and the Flat itself or any part thereof;
- (b) Not to store in the Flat 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 Flat 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, common passages or any other structure of the building/wing in which the Flat is situated and in case any damage is caused to the building/wing in which the Flat is situated or to the Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/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 Flat in good workmanlike manner and maintain the Flat in the same condition, state and order in which it was delivered or offered for delivery by the Promoters to the Purchaser/s and shall not do or cause or suffer to be done anything on or to the building/wing in which the

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Flat is situated or to the Flat 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 committing any act in contravention of the above provisions, the Purchaser/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 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 Flat 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 Flat 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 is situated and shall keep the portion, sewers, drains, pipes, gas pipes and security systems in the Flat 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 Flat is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs or RCC Pardis or other structural members in the Flat or carry out any work of a structural nature or any work affecting the columns, beams, walls, slabs or RCC Pardis or other structural members in the Flat without the prior written permission of the Promoters and/or the Co-operative Society/ limited company or other association or organisation of the premise purchasers in the building/wing in which the Flat 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 Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (f) Not to throw dirt rubbish, rags garbage or other refuse or permit the same to be thrown from the Flat in the compound or on any part of the said Property and/or the building/wing in which the Flat is situated;

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- (g) Not to fix any Window airconditioner except at a place specifically provided therefor by the Promoters and in case of a Split airconditioner not to place the outside unit thereof except at a place specifically provided therefor by the Promoters and not to construct bathroom, W.C. or to take water connection without the written permission of the Promoters;
- (h) Not to exhibit his/her/its/ their name in the lobby or on the floor on which the Flat is located or at any other place on the said Property except at such place as may be stipulated by the Promoters and on such terms and conditions as may be decided by the Promoters (till the formation of the Co-operative Society/ limited company/ other association or organisation) and thereafter subject to such terms and conditions as may be stipulated in this regard by the Co-operative Society/limited/company/other association of the purchasers/allottees of the premises in the said Building/ Wing;
- (i) Pay to the Promoters within eight (8) days of demand by the Promoters his/her/their/its share of security deposit demanded by concerned local authority or Government for giving water, electric or any other service connection to the building in which the Flat 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 Flat by the Unit Purchaser/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 to change the user of the Flat and/or of the parking space and further that such payment shall not be deemed or construed as waiver or condonation on the part of the Promoters or the Co-operative Society or limited company or other association or organisation 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

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Promoters or the Co-operative Society or limited company or other association or organisation/s as the case may be against the Purchaser/s;

- The Purchaser/s shall not let, sub-let, transfer or assign or part with Purchaser's/s' (k) interest or benefit factor of this Agreement or part with the possession of the Flat or any portion thereof to any one whomsoever until all the amounts payable by the Purchaser/s to the Promoters under this Agreement are fully paid up (l) The Purchaser/s shall duly abide by, observe and perform all the guidelines, rules and regulations which may be framed/made by the Promoters or and the additions, alterations and amendments thereof that may be made from time to time for the use, occupation, operation, protection and maintenance of the said Building and other buildings and the flats, shops, units and premises therein and the open spaces, recreation areas and other general and common and limited/ restricted common areas, amenities, service and other facilities, till the formation of the co-operative society/ societies, limited company/ companies or other organisation/s or association/s of the purchasers and allottees of flats and premises and all the rules and regulations and bye-laws which the Co-operative Society or limited company or other association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building / Wing and other buildings and the flats and premises therein and the recreation areas and other general and common and limited/ restricted areas, amenities, service and other facilities whatsoever and the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Co-operative Society or limited company or other association or organisation regarding the occupation and use of the Flat in the said Building/Wing and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;
- (m) Till the Conveyance as contemplated by this Agreement is executed, the Purchaser/s shall permit the Promoters and their Architects, surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said

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Property and the said Building/ Wing and the Flat or any part thereof to view and examine the state and conditions thereof;

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

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

- 21. It is hereby expressly agreed by and between the Promoters and the Purchaser/s and all persons claiming under them that:-
- (a) The Promoters shall have unfettered full, free and complete right of way and means of access over, along across and under all the internal access roads at all times of the day and night, for all purposes and either on foot or with or without carts, carriages motor-cars, motor-cycles, motor-trucks or other vehicles either laden or unladen or with or without horses and other animals as well as full free and complete right to store building material on any portion of the said Property for the purpose of carrying on construction of the said Building and other buildings and development and construction

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work proposed to be carried out by the Promoters on the said Property including also for constructing additional floors, additional Wings to any of the buildings or additional structures on the said Property for consuming the unconsumed F.A.R. (F.S.I.) of the said Property and the further or additional or incentive FSI, TDR etc.. and also full free and complete right and liberty to lay and connect drains, pipes, electricity, telephone, telegraph, fax, cables and the equipment or other amenities and service facilities for full and proper and beneficial use and enjoyment of the said Property and the buildings thereon and/or the neighbouring lands or properties that may have been or that may hereafter be agreed to be purchased or taken for development by the Promoters and if necessary to connect drains, pipes, cables etc., of the additional wings or additional structures to be constructed on the said Property as well as of the buildings and structures constructed or to be constructed on such neighboring lands or property or properties under over or along the said internal roads or on any portion of the said Property. Specific and suitable provisions shall be made in the Deed of Conveyance hereby contemplated in favour of the Co-operative Society/ Societies/ limited company/ companies or other association or organisation or the purchaser/s or allottee/s. The Purchaser/s hereby expressly consent/s to the same;

(b) In the event of the Co-operative Society/ies/ limited company/ies/ association/s or organisation/s being formed and registered before the sale and disposal by the Promoters of all the flats. Shops, units and other premises in the said Building / Wing and other buildings on the said property, the power and authority of the Co-operative Society/ies/ limited company/ies/ association/s/ organisation/s so formed or of the Purchaser/s and the purchasers of the other flats and premises in the said Building/ Wing and other buildings on the said property shall be subject to the overall authority and control of the Promoters in respect of any of the matters concerning the said Building and other buildings, construction and completion thereof and all amenities pertaining to the same and in particular the Promoters shall have full and absolute authority and control as regards the unsold and vacant flats and premises in the buildings or other premises on the said Property and the disposal thereof. The Promoters shall be liable to pay only the

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Municipal taxes at actuals in respect of the unsold and vacant flats, shops, units and other premises and a token sum of Rs.11/- (Rupees Eleven Only) per month towards outgoings in respect of each of the unsold and vacant flats, shops, units and other premises. In case the Deed of Conveyance hereby contemplated is executed before the disposal by the Promoters of all the flats and other premises then and in such case the Promoters shall join in as the promoter/member in respect of such unsold flats and premises and as and when such flats and premises are sold to the persons of the choice and at the discretion of the Promoters, the Co-operative Society/limited/company/association/organisation formed inter alia in respect of the said unsold flats or premises shall admit the purchasers of such flats or other premises as members of the Co-operative Society/ limited company/ other association or organisation 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 said Building/ Wing and other buildings on the said property the same shall be borne and paid by all the flat and other premises purchasers in proportion to the areas of their respective units or premises (excluding the public parking lot premises);
- (d) If for any reason prior to the completion of the said Building or other buildings being constructed on the said Property and the receipt by the Promoters of the full total consideration money receivable by them a Deed of Conveyance is executed in favour of the Co-operative Society/ies/ limited company/ies/ association/s/organisation/s or in favour of the purchasers and allottees of flats and premises on the said Property as herein contemplated, and if on the date of such Conveyance the said Building and other buildings or any of them are not fully constructed and/or completed and/or if the buildings and/or other portions of the said Property has or have not been disposed off by the Promoters on ownership basis or if the Promoters have not received in full, the

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consideration money receivable by it from all persons who acquire the flats, shops, units and other premises in the said buildings on the said Property then and in such event the Promoters shall have the right to construct and complete the said building/s and to dispose off the unsold flats and other premises on the said Property and to receive the consideration money even though such Conveyance is executed in favour of the Cooperative Society/ies/limited company/ies/other association/s/organisation/s or the purchasers and allottees of flats and premises on the said property as herein contemplated. Adequate provisions for the above shall be made in the Deed of Conveyance;

- (e) The Purchaser/s shall permit the Promoters and their servants and agents, with or without workmen and others at all reasonable times to enter into and upon the Flat 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 waterpipes 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;
- (f) It is clearly understood and agreed by and between the parties hereto that the Promoters 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 flats and other premises. The purchaser/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 of such terrace/s shall not enclose or cover the said terrace without the written permission of the Promoters and/or the Co-operative Society/ies/limited company/ies/association/s/ organisation/s, as the case may be, and the Corporation.
- 22. The Promoters shall maintain a separate account in respect of all sums received by the Promoters from the Purchaser/s as advance or deposit sums received on account of the share capital for the promotion of the Co-operative Society/limited/company/association/organisation or towards the outgoings and legal

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charges and shall utilise the amount duly for the purpose for which they have been received.

- 23. After the Promoters execute this Agreement it shall not mortgage or create a charge on the said Flat and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Flat Purchaser/s who has/have taken or agreed to take such Flat. Subject to what is stated hereinabove, the Promoters shall be entitled to take any loan from any Bank, Financial Institution or lender on the security of any part or portion of the said Property save and except the said Flat by mortgaging or creating a charge on such part or portion of the said Property excluding the said Flat or in any other manner.
- 24. Forwarding this Agreement to the Flat Purchaser/s by the Promoters does not create a binding obligation on the part of the Promoters or the Flat Purchaser/s until, firstly, the Flat Purchaser/s sign/s and deliver/s this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Flat Purchaser/s and secondly, appear for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Flat Purchaser/s fail/s to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Flat Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Flat Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Flat Purchaser/s, application of the Flat Purchaser/s shall be treated as cancelled and all sums deposited by the Flat Purchaser/s in connection therewith including the booking amount shall be returned to the Flat Purchasers without any interest or compensation whatsoever.
- 25. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat, as the case may be.
- 26. This Agreement may only be amended through written consent of the Parties.
- 27. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent flat purchaser/s of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

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- 28. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or MOFA or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 29. Nothing contained in this Agreement is intended to be nor shall be construed or claimed by the Purchaser/s as a grant, demise or assignment in law of the Flat and/or building or any part/s thereof and/or of the said Property or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him/her/it/them and the exclusive use and enjoyment of the limited/ restricted common areas and facilities reserved in his/her/their/its favour and all open spaces, parking spaces, lobbies, stair-cases, terraces, recreation space etc., will remain in the possession of the Promoters until the said Property is transferred to the Co-operative Society/ies/limited company/ies/association/s/organisation/s and/or the purchasers and allottees of flats and premises as hereby contemplated.
- 30. Wherever in this Agreement it is stipulated that the Flat Purchaser/s have to make any payment, in common with other flat purchasers in the Project, the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the flats in the Project.
- 31. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 32. The execution of this Agreement shall be complete only upon its execution by the Promoters at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Flat Purchaser/s, in Mumbai. After the Agreement is duly executed by the Flat Purchaser/s and the Promoters or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

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- 33. Any delay tolerated or indulgence shown by the Promoters in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice limit or affect the rights of the Promoters.
- 34. The Purchaser/s shall present this Agreement as well as the Conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act, 1908 and lodge the same for registration and communicate to the Promoters the Registration Office where and the serial number under which the same is lodged for registration and thereupon the Promoters will attend such office and admit execution thereof it being expressly understood that the only liability of the Promoters is to attend at the sub-registry and admit execution of the document.
- 35. All notices to be served on the Purchaser/s or the Promoters as contemplated by this Agreement shall be deemed to have been served if sent to the Purchaser/s or the Promoters by Registered Post A.D./ and notified email id Under Certificate of Posting at his/her/their/its address specified below: -

Name/s.

Address

Notified Email Id:

Messrs. N D Developers

303, Palai Complex, Plot No. 359, Bhandarkar Road, Matunga (C.R), Mumbai 400 019

Notified E-Mail id:

It shall be the duty of the Flat Purchaser/s and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Flat Purchaser/s, as the case may be. In the case of joint flat purchasers, all communications shall be sent by the Promoters to the name appearing first and at the address given by him/ her/ it, which shall

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- 36. The Purchaser/s hereby expressly agree/s that the Promoters shall be entitled to grant to any properties in the vicinity of the said Property Right/s of way including Right/s to lay drains, water pipes, electricity cables, telephone cables and other service facilities and either under-ground or over-head and so far as Right/s of Way are concerned throughout the year without break and by day or night and either on foot or in any vehicles of any and every description over the internal roads on the said Property and to make the said Right of way available to such developers of the properties, contractors, workman, buyers of premises in buildings, their servants, agents, visitors etc., on such terms and conditions and for such consideration as the Promoters may in their sole discretion decide. The consideration amount or amounts receivable for grant of such Right of Way shall belong to and be the property of the Promoters and the Purchaser/s shall not have any right title or interest or claim to or in the same. The Purchaser/s hereby give/s his/her/their/its express consent to the Promoters giving such right of way to any of the adjoining properties or properties in the vicinity and the said consent hereby given by the Purchaser/s to the Promoters shall be deemed to be consent under the provisions of MOFA. The Conveyance to be granted in pursuance of this Agreement shall be granted subject to such right/s of way/s that may be granted by the Promoters in favour of such developers or holders or occupants etc..of the properties in the vicinity. The Purchaser/s hereby gives his/her/their/its express consent for the aforesaid and the said consent hereby given by the Purchaser/s to the Promoters shall be deemed to be consent under the provisions of MOFA and RERA The Conveyance to be granted in pursuance of this Agreement shall be granted subject to the aforesaid.
- 37. This Agreement shall always be subject to the provisions of the MOFA and RERA and the rules made thereunder.
- 38. The Purchaser/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.D/s., Commencement Certificate/s, permissions, exemptions, orders, sanctions, no

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objections, deeds, documents, papers and writings including the open space deficiency and the Purchaser/s hereby covenant/s, agree/s and undertake/s to the Promoters that the Purchaser/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 etc., and shall not do any act or commit any breach or delay or default which may prejudice or adversely affect the said orders, letters, certificates, permissions, or otherwise. Acquainting himself/ herself/ itself/ themselves with the said contents and provisions of the said hereinbefore stated orders, letters, permissions, certificates, etc., and also all the provisions of the MOFA, RERA and other applicable laws and the Rules made thereunder the Purchaser/s has/have represented to the Promoters that the Purchaser/s is/are eligible and entitled to acquire and/or purchase the Flat hereby agreed to be acquired and/or purchased.

39. The Promoters are proposing to construct/provide a recreation club (with facilities such as pool, table tennis, carom, kids play area, swimming pool, gymnasium, multi purpose hall, party lawn, walking track etc.. in a portion of the podium at the 7th upper floor level and in the event of the Promoters constructing/ providing the Recreation Club then and only in that event the Promoters will be admitting the purchasers and allottees of flats and premises on the said Property as "the Scheme Members", as the members of the said Recreation Club on payment of admission fee of Rs.1,50,000/- for each flat. It is hereby clarified that for each flat or premises the number of memberships will be such as may be decided by the Promoters and as per the rules and regulations made by them for the management, running and maintenance of the Recreation Club. It is hereby expressly clarified that the Promoters shall be entitled to and be at liberty to admit outsiders and members of the public as members of the said Recreation Club on such terms and conditions as they deem fit and further that the Scheme Members who are so admitted as members of the said Recreation Club shall be liable to pay the monthly fees as well as the fees for the use of any facility depending upon the use of any facility. The tenure of the membership of a Scheme Member shall be co-extensive with the ownership of the flat or premises held by him/her/it/them in the said Property and his/her/their/its membership in

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the co-operative society, limited company or other association or organisation and simultaneously with the Scheme Member ceasing to be the owner of his/her/its/their flat, shop, unit and premises held by him/her/it/them in the said Property and his/her/their/its membership in the co-operative society, limited company or other association or organisation ceasing, he/she/it/they shall forthwith cease to be the member of the said Recreation Club and the successor in title in respect of the flat premises will become the member of the said Recreation Club as per the rules and regulations of the Recreation Club framed by the Promoters. It is expressly agreed and understood that the membership of the Scheme Members is being provided as an additional or extra facility and save as stated above the membership of all the members shall be governed and regulated by the constitutional documents and the rules and regulations of the said Recreation Club, as may be made by the Promoters at their sole discretion and further that none of the Scheme Members shall be entitled or have or claim any right to vote on any resolution for the amendment of the constitutional documents or the rules or the regulations of the said Recreation Club. The said Recreation Club shall be managed and conducted by the Promoters for such period as the Promoters may think fit and thereafter the management and conduct of the said Recreation Club shall be handed over by the Promoters to the cooperative society/ies/ limited company/ ies / association/s or organisation/s of the purchaser/s and allottees of flats and premises in the said Building and other buildings constructed by the Promoters on the said Property on the condition that the terms and conditions of membership and the basis on which members have been enrolled in the Recreation Club is not altered to the prejudice of any member of the Recreation Club.

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

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

THE FIRST SCHEDULE ABOVE REFERRED TO

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All that piece or parcel of land admeasuring 7159.30 square meters and bearing C. T. S. No. 902 of City Survey Goregaon together with the building known as Palai Towers under construction thereon situate, lying and being at Village Pahadi, Goregaon (West), Taluka Goregaon, District Mumbai Suburban, Near Piramal Nagar, S. V. Road, Goregaon (West), Mumbai 400 062 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: Piramal Nagar

On or towards the East: Goregaon Railway Station Road

On or towards the West: S.V.Road

On or towards the South: Patkar College

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. <u>GENERAL COMMON AREAS AND FACILITIES</u>.

- 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 sold, allotted and Reserved to or in favour of the respective purchaser if permitted and constructed and also excluding the open car parking spaces in the compound sold, allotted or reserved in favour of any purchaser/ allottee as mentioned hereinabove in this Agreement..
- iii. The staircase and lift of the building/respective buildings including main landing for the purpose of ingress and egress of the purchaser/s of and visitors to such building but not for the purposes of storing or for recreation or for residence or for sleeping.
- iv. Terrace above the top floor of the building/respective buildings for being used

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- v. All other common areas and facilities which are not designated or reserved by the Promoters as limited/ restricted common areas and facilities.
- vi. Club House.

B. THE LIMITED COMMON AREAS AND FACILITIES.

- i. Landing in front of the stairs on the floor in which the particular 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, shall be available for the exclusive use of such purchaser/s and his/her/its successors in interest of his/her/its flat.

THE THIRD SCHEDULE ABOVE REFERRED TO

Common Expenses covered under the Society, Reliance/TATA (electricity Expenses)
/Taxes/Advance maintenance Deposits:

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 building and enjoyed or used by the purchasers in common with the other occupiers of other flats and parking spaces and the main entrance,

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passages, landings and staircases, of the building and the terraces of the building and boundary wall of the building compound etc..as allocable to the building.

- 2. The costs of clearing and lighting the passages, landings, staircases and other parts of the building so enjoyed or used by the purchaser/allottee 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)		
withinnamed PROMOTERS MESSRS. N D)		
DEVELOPERS through their Partner)		
Mr. Rajesh Dhanji Gala.			
PAN No. in the presence of.)		
1.)		
2.)		
SIGNED SEALED AND DELIVERED by the)		
withinnamed PURCHASER/S)		
)		
having PAN No/s)		
)		
in the presence of.)		
1.)		
2.)		

PROMOTER	PURCHASER/S

RECEIVED of and from the withinnamed)

PURCHASER/S the sum of 1) Rs._____/-)

(Rupees. _____ only) by Cheque No.)

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PARTNER

THE PROMOTERS ABOVENAMED

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