

LETTER OF ALLOTMENT

Date:-

To, [Applicant's name] _____

Sub: Allotment of residential Flat no. ____, ____ Wing in the Building known as "_____" in project _____, situated at _____ ("Flat").

We thank you for your Application dated _____ bearing No. _____ ("Application Form") addressed to _____ and for the payments required for the purpose of allotment of your chosen Flat.

It is indeed our pleasure to inform you that the Flat booked by you via the aforementioned Application Form and provisionally allotted to you is now being finalized subject to the terms and conditions as stated in the Application Form and hereunder.

The details of the Applicant and the Flat allotted thereto are as under:

Name of Allottee

(s) PRIMARY APPLICANT'S FULL NAME

JOINT APPLICANT'S FULL NAME

Address of Allottee

.....

.....

Email ID of the Allottee(s)

Flat No.Name of Building

Floor No..... Carpet Area..... [Area] Sq. Ft.
equivalent to [Area]sq. meters AND

WHEREAS the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment and apart from the carpet area as per Real Estate (Regulation & Redevelopment) Act, 2016 the Allottee shall have the exclusive right to usesq.mtrs equivalent tosq.ft of deck area counted in FSI, together withCar Parking(s) allotted .

Consideration Value Rs.[Amount]/-

Terms and Conditions:

1. Upon issuance of this Letter of Allotment, the Allottee shall be liable to pay the aforesaid Consideration Value and the Society and Other Charges as specified below, time being of the essence.

2. The PROMOTERS are in possession of the project land and the PROMOTERS are constructing one building on the project land having Stilt for parking + 1st to 4th podium floor for parking + service floor + 5th floor + 6th (pt) refuge floor + 7th to 12th floors + 13th (pt) refuge floor + 14th & 15th floor as per approved I.O.D. (without sale fungible area) and 16th to 18th (pt) Terrace floor as per concessions approved (with fungible area).

3. The Allottee is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") in the _____ wing of the Building called _____ (herein after referred to as the said "Building") being constructed in the said project, by the PROMOTERS

4. The PROMOTERS have given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the PROMOTERS's Architects Mr. Vishal Parab and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter

referred to as "the said Act") and the Rules and Regulations made thereunder;

5. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the PROMOTERS, authenticated copies of Property card or any other relevant revenue record showing the nature of the title of the PROMOTERS to the project land on which the Apartments are constructed or are to be constructed have been submitted to the allottee for inspection.

6. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been submitted to the allottee for inspection.

7. The authenticated copies of the plans of the Layout as proposed by the PROMOTERS and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been submitted to the allottee for inspection,

8. The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been submitted to the allottee for inspection

9. The Allottee has paid on or before issuance of this allotment letter a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that PROMOTERS the

balance amount of Rs(Rupees) in the following manner :-

- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the PROMOTERS after the execution of Agreement
- ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the PROMOTERS on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the PROMOTERS on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the PROMOTERS on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the PROMOTERS on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the PROMOTERS on completion of the external plumbing and external plaster, elevation,

terraces with waterproofing, of the building or wing in which the said Apartment is located.

- vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the PROMOTERS on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

The Total Price above excludes Taxes (consisting of tax paid or payable by the PROMOTERS by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the PROMOTERS) up to the date of handing over the possession of the [Apartment/Plot]. The Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied in respect of the said Apartment and the Car parking spaces shall be borne and paid by the Allottee.

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 undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the 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 Allottee, which shall only be applicable on subsequent payments.

1(f) The PROMOTERS may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the PROMOTERS.

YOURS TRULY

.....

AGREEMENT FOR SALE

This Agreement made at.....this.....day of..... 2017 and between **M/S. GRAND SHELTERS**, a Proprietorship concern and having its office and address at 302, India Printing House, G. D. Ambekar Marg, Opp. Ram Mandir, Wadala (West), Mumbai-400031, through its proprietor namely Mr. PRASHANT VAIDYA, hereinafter called "the PROMOTERS" (which expression shall unless repugnant to the context or meaning thereof mean and include the heirs, executors, nominee and administrators of the Proprietor) of the One Part"

and (.....) having address athereinafter referred to as " the Allottee" (.....) of the Other Part.

WHEREAS

The leasehold rights of the land (the "**Land**") under C.S. No.605 of Matunga Division, admeasuring about 618.06 sq. meters or thereabout, **together with** the residential Building standing thereon known as "Alankar" (the "**Building**") located at Plot No 47, in Scheme No. 57, Sewree-Wadala (N) Estates, in the said C.S. No.605 of Matunga Division, located at

Manikrao Lotlikar Marg, behind Don Bosco School Ground, Matunga-400019 stood in the name of SHRI. VENKATESH KRISHNA RAO and SMT. KRISHNA RAO and upon their demise the legal heirs (1) Mr. Venkatesh Krishna Rao, (2) Mr. Ananth Krishna Rao (3) Mrs. Indira S.Swamy (4) Mrs. Shakuntala Vasudev Rao, (5) Mrs. Nalini Rao, (6) Ms Deepti Vasudev Rao and (7) Ms Divya Vasudev Rao, applied to the BMC to transfer the same to their names.

2. AND WHEREAS vide a duly Registered Deed of Assignment dated 05-05-2012, registered with the Sub-Registrar of Assurances at Mumbai under Serial No.BBE-3-4676, executed between (1) Mr. Venkatesh Krishna Rao, adult Indian Inhabitant residing at Flat No 9 "Amogh Apartments", 3rd Floor, Next to Amar Theatre, Patil Marg, Chembur, Mumbai 400071 (2) Mr. Ananth Krishna Rao Adult Indian Inhabitant residing at #2384 "Lalanthi" 7th Main, 20th Cross, KR Road, Banashankari, II-Stage, Bangalore-560070 (3) Mrs. Indira S.Swamy Adult Indian Inhabitant, residing at #359,13th Cross, 5th Main, RMV 2nd Stage Dollars Colony, Bangalore- 560094 (4) Mrs. Shakuntala Vasudev Rao, Adult Indian Inhabitant residing at #243, "Mantrusri", Ground Floor, 20th Main, 11th B Cross, J.P. Nagar, 2nd Phase, Bangalore - 560078 (5) Mrs. Nalini Rao, Adult Indian Inhabitant residing at Building No A, Flat No

17, 1st Floor Highway Apartment, Sion (East), Mumbai 400022
(6) Ms Deepti Vasudev Rao and (7) Ms Divya Vasudev Rao, both Adult Indian inhabitants together residing at #243, "Mantrusri", Ground Floor, 20th Main, 11th B Cross, J.P. Nagar 2nd Phase, Bangalore 560078 hereinafter called as the "**Assignors**" (which expression shall unless repugnant to the context or meaning thereof, be deemed to include their legal heirs, executors and administrators) of the One Part; and M/s. Grand Shelters, a proprietorship concern having its office at 36, Rikhi Buvan, L.N. Road, Matunga Central, Mumbai 400019, through its sole proprietor Mr. Prashant Vaidya, hereinafter referred to as the "**Assignee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his legal heirs & representatives, executors, administrators and successors) of the Other Part, the said Mr. Venkatesh Krishna Rao and Others (the Assignors) assigned unto the Assignee, all that leasehold rights of the land (the "**Land**") under Cadastral Survey No.605 of Matunga Division, admeasuring about 618.06 sq. meters or thereabout, **together with** the residential Building standing thereon known as "Alankar" (the "**Building**") located at Plot No 47, in Scheme No. 57, Sewree-Wadala (N) Estates, in the said C.S. No.605 of Matunga Division, located at Manikrao Lotlikar Marg, behind Don Bosco School Ground, Matunga-400019 (more particularly described in the First Schedule hereto) for the

residue of the said term of 999 years. The Plot with the Building are hereinafter collectively referred to as the '**Property**'. The Building including the two garages is occupied by tenants/ occupants.

There are as on date no pending litigation or other legal proceedings of or concerning or affecting the title to the said property.

AND WHEREAS the lease Deed/Agreement for Lease, is with the benefit and right to construct any new building/s if so permitted by the concerned local authority.

And WHEREAS the PROMOTERS are now developing together the piece or parcel of leasehold hold land lying and being Cadastral Survey No.605 of Matunga Division, admeasuring about 618.06 sq. meters or thereabout, **together with** the residential Building standing thereon known as "Alankar" (the "**Building**") located at Plot No 47, in Scheme No. 57, Sewree-Wadala (N) Estates, in the said C.S. No.605 of Matunga Division, located at Manikrao Lotlikar Marg, behind Don Bosco School Ground, Matunga-400019 more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as "the project land") and to construct thereon building/s in accordance with the terms and conditions contained in the permissions granted by the MCGM ;

Sr. No.	TENANTS NAME	PROPOSED FLAT NO.	PROPOSED FLOOR NO.
1.	MR. PANKAJ R.SHAH & MRS. BHAVANA P.SAHA	501	5 TH FLOOR
2.	MRS. C. J. PATEL	801	8 TH FLOOR
3.	MRS NEETA A. KAPASI	701	7 TH FLOOR
4.	MR. AJITKUMAR V. KAPASI	601	6 TH FLOOR
5.	MR. SATISH NAIR	901	9 TH FLOOR
6.	MR.RAJENDRA J. MAJITHIA & MRS. CHANDRIKA R. MAJITHIA	802	8 TH FLOOR
7.	MR. DHARAMPAL B. ARORA & MRS VINOD D. ARORA	902	9 TH FLOOR
8.	MR. SANJIV V. GANDHI & MRS. SUJATA S. GANDHI	1001	10 TH FLOOR
9.	MR. RAJESH V. GANDHI & MRS. NAMEETA R. GANDHI	1002	10 TH FLOOR
10.	MR. DEEPESH R. MUNI	702	7 TH FLOOR
11.	MHADA	1101	11 TH FLOOR
12.	MHADA	1201	12 TH FLOOR

Sale flat area calculation:-

AS PER I.O.D (WITHOUT SALE FUNGIBLE AREA)				
Sr. No	FLOOR NO	FLAT NO	FLAT	CARPET AREA
1.	11 TH FLOOR	1101	3 BHK	127.50 SQ.MT.
2.	12 TH FLOOR	1201	3 BHK	127.50 SQ.MT.
3.	13 TH FLOOR	1301	3 BHK	121.80 SQ.MT.
4.	14 TH FLOOR	1401	4 BHK	147.35 SQ.MT.

5.	15 TH FLOOR	1501	4 BHK	147.35 SQ.MT.
AS PER CONCESSION 3.00 FSI WITH FUNGIBLE				
6.	16 TH FLOOR	1601	4 BHK	147.35 SQ.MT.
7.	17 TH FLOOR	1701	4 BHK	147.35 SQ.MT.
8.	18 TH FLOOR	1801	3 BHK	130.63 SQ.MT.

AND WHEREAS the PROMOTERS are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the PROMOTERS are in possession of the project land AND WHEREAS the PROMOTERS are constructing one building on the project land having Stilt for parking + 1st to 4th podium floor for parking + service floor + 5th floor + 6th (pt) refuge floor + 7th to 12th floors + 13th (pt) refuge floor + 14th & 15th floor as per I.O.D.(without sale fungible area) and 16th to 18th (pt) Terrace floor as per concessions approved (with fungible area).

AND WHEREAS the Allottee is offered an Apartment bearing number ____ on the ____ floor, (herein after referred to as the said "Apartment") in the ____ wing of the Building called ____ (herein after referred to as the said "Building") being constructed in the said project, by the PROMOTERS

AND WHEREAS the PROMOTERS have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the PROMOTERS have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in Annexure 'F';

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

AND WHEREAS by virtue of the above the PROMOTERS have the sole and exclusive right to sell the Apartments in the said building/s to be constructed by the PROMOTERS on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the PROMOTERS has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the PROMOTERS's Architects Mr. Vishal Parab and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the PROMOTERS,

authenticated copies of Property card or any other relevant revenue record showing the nature of the title of the PROMOTERS to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the PROMOTERS and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D

AND WHEREAS the PROMOTERS have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the PROMOTERS while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the PROMOTERS have accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the PROMOTERS for allotment of an Apartment No. onfloor in wing ____ situated in the building No. being constructed in the ____ phase of the said Project,

AND WHEREAS the carpet area of the said Apartment is ____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the PROMOTERS a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the PROMOTERS to the Allottee as advance payment or Application Fee (the payment and receipt whereof the PROMOTERS both hereby admit and acknowledge) and the Allottee has agreed to pay to the PROMOTERS the balance of the sale consideration in the manner hereinafter appearing. AND WHEREAS, the PROMOTERS have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no..... ;

AND WHEREAS, under section 13 of the said Act the PROMOTERS is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the PROMOTERS hereby agrees to sell and the Allottee hereby agrees to purchase

the (Apartment/Plot) and the garage/covered parking (if applicable)

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

1. The PROMOTERS shall construct the said building/s consisting of ground/ stilt for parking, / 1st to 4th podiums floor for parking, and 5th to 15th residential floor (as per I.O.D) and 16th to 18th (pt) Terrace floor as per concessions approved (with fungible area) floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the PROMOTERS shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the PROMOTERS and the PROMOTERS hereby agree to sell to the Allottee ,Apartment No. of the type of ,carpet area admeasuring sq. metres equivalent tosq.ft and apart from the carpet area as per Real Estate (Regulation & Redevelopment) Act, 2016 the Allottee shall have the exclusive right to usesq.mtrs equivalent tosq.ft of deck area counted in FSI, on floor in the building _____/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof

hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately). (ii) The Allottee hereby agrees to purchase from the PROMOTERS and the PROMOTERS hereby agrees to sell to the Allottee garage bearing Nos ____ situated at ____ Basement and/or stilt and /or ____podium being constructed in the layout for the consideration of Rs. ____/-

(iii) The Allottee hereby agrees to purchase from the PROMOTERS and the PROMOTERS hereby agrees to sell to the Allottee covered parking spaces bearing Nos ____ situated at ____ Basement and/or stilt and /or ____podium being constructed in the layout for the consideration of Rs. ____/-.

1(b) The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs.____/-

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs ____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that PROMOTERS the

balance amount of Rs(Rupees) in the following manner :-

- viii. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the PROMOTERS after the execution of Agreement
- ix. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the PROMOTERS on completion of the Plinth of the building or wing in which the said Apartment is located.
- x. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the PROMOTERS on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- xi. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the PROMOTERS on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- xii. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the PROMOTERS on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- xiii. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the PROMOTERS on completion of the external plumbing and external plaster, elevation,

terraces with waterproofing, of the building or wing in which the said Apartment is located.

- xiv. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the PROMOTERS on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located. viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the PROMOTERS by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the PROMOTERS) up to the date of handing over the possession of the [Apartment/Plot]. The Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied in respect of the said Apartment and the Car parking spaces shall be borne and paid by the Allottee.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of

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

1(f) The PROMOTERS may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the PROMOTERS.

1(g) The PROMOTERS shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the PROMOTERS. If there is any reduction in the carpet area within the defined limit then PROMOTERS shall

refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the PROMOTERS shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 (a) of this Agreement.

1 (h) The Allottee authorizes the PROMOTERS to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the PROMOTERS may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the PROMOTERS to adjust his payments in any manner. Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2.1 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 concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the PROMOTERS as well as the Allottee. The PROMOTERS shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the PROMOTERS as provided in clause 1 (c) herein above. ("Payment Plan").

3. The PROMOTERS hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and PROMOTERS have planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The PROMOTERS have disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the PROMOTERS by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to PROMOTERS only.

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

4.2 Without prejudice to the right of PROMOTERS to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the PROMOTERS under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the PROMOTERS shall at his own option, may terminate this Agreement: Provided that, PROMOTERS shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the PROMOTERS within the period of notice then at

the end of such notice period, PROMOTERS shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the PROMOTERS shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to PROMOTERS) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the PROMOTERS.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the PROMOTERS in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The PROMOTERS shall give possession of the Apartment to the Allottee on or before..... day of2021. If the PROMOTERS fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the PROMOTERS shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the PROMOTERS received the sum till the date the amounts and interest thereon is repaid. Provided that the PROMOTERS shall be entitled to reasonable extension of time for giving delivery of Apartment on the

aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of - (i) war, civil commotion or act of God; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The PROMOTERS, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the PROMOTERS shall give possession of the [Apartment/Plot] to the Allottee. The PROMOTERS agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the PROMOTERS. The Allottee agree(s) to pay the maintenance charges as determined by the PROMOTERS or association of allottees, as the case may be. The PROMOTERS on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

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

7.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the PROMOTERS as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] 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 [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the PROMOTERS any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the PROMOTERS at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the PROMOTERS, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business. (*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the PROMOTERS may decide and for this purpose also from time to time

sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the PROMOTERS within seven days of the same being forwarded by the PROMOTERS to the Allottee, so as to enable the PROMOTERS to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft byelaws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The PROMOTERS shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/PROMOTERS and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The PROMOTERS shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/PROMOTERS and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the PROMOTERS to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the PROMOTERS such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the PROMOTERS provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the PROMOTERS shall not carry any interest and remain with the PROMOTERS until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the PROMOTERS to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the PROMOTERS, the following amounts :- (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body. (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body. (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body (iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body. (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges & (vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout

11. The Allottee shall pay to the PROMOTERS a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the PROMOTERS in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the PROMOTERS, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited

Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the PROMOTERS, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS The PROMOTERS hereby represents and warrants to the Allottee as follows:

- i. The PROMOTERS have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The PROMOTERS have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the PROMOTERS has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The PROMOTERS have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The PROMOTERS have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

- xv. The PROMOTERS confirm that the PROMOTERS are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- xvi. At the time of execution of the conveyance deed of the structure to the association of allottees the PROMOTERS shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- xvii. The PROMOTERS have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xviii. 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 project land and/or the Project except those disclosed in the title report.

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

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

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the PROMOTERS to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the PROMOTERS and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the PROMOTERS within fifteen days of demand by the PROMOTERS, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

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

Allottee to the PROMOTERS under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the PROMOTERS and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a Deed of Assignment of the project land on which the building in which Apartment is situated is executed in favour of

society, the Allottee shall permit the PROMOTERS and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The PROMOTERS shall maintain a separate account in respect of sums received by the PROMOTERS from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the PROMOTERS until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE
After the PROMOTERS executes this Agreement the PROMOTERS shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

18. BINDING EFFECT:- Forwarding this Agreement to the Allottee by the PROMOTERS does not create a binding obligation on the part of the PROMOTERS or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the PROMOTERS. If the Allottee(s) fails to execute and deliver to the PROMOTERS this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the PROMOTERS, then the PROMOTERS shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be

returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT:- This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. RIGHT TO AMEND:- This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES :-It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22. SEVERABILITY:- If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be

deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:- Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

24. FURTHER ASSURANCES:- Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION :-The execution of this Agreement shall be complete only upon its execution by the PROMOTERS through its authorized signatory at the PROMOTERS's Office, or at some other place, which may be mutually agreed between the

PROMOTERS and the Allottee, in after the Agreement is duly executed by the Allottee 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.

26. The Allottee and/or PROMOTERS shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the PROMOTERS will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee and the PROMOTERS as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the PROMOTERS by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below: Name of Allottee (Allottee's Address) Notified Email ID:_____ M/s GRAND SHELTERS having its address at 302, India Printing House, G. D. Ambekar Marg, Opp Ram Mandir, Wadala (West), Mumbai-400031Notified Email ID: _____ It shall be the duty of the Allottee 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 Allottee, as the case may be.

28. JOINT ALLOTTEES:- That in case there are Joint Allottees all communications shall be sent by the PROMOTERS to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the MUMBAI courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town

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

First Schedule Above Referred to :-

All that piece and parcel of leasehold bearing leasehold rights of the land (the "**Land**") bearing Cadastral Survey No.605 admeasuring about 618.06 sq. meters or thereabout of Matunga Division Plot No 47, in Scheme No. 57, Sewree-Wadala (N) Estates, , located at Manikrao Lotlikar Marg, behind Don Bosco School Ground, Matunga-400019 in the City and Island and Registration District and Sub-District of Bombay City and Bombay suburban and bounded as follows:

ON OR TOWARDS THE EAST BY: PLOT NO. 48 SCHEME NO. 57

ON OR TOWARDS THE WEST BY: 50 FEET ROAD NO. 14-A

ON OR TOWARDS THE SOUTH BY : 60 FEET ROAD NO.

ON OR TOWARDS THE NORTH : PLOT NO.46 SEWREE WADALA ESTATE ,SCHEME NO. 57

Second Schedule Above Referred to :-

The proposed Building is of Residential type comprising of Stilt for parking + 1st to 4th podium floor for parking + service floor + 5th floor + 6th (pt) refuge floor + 7th to 12th floors + 13th (pt) refuge floor + 14th to 18th (pt) Terrace floor (as per approved concession)

RESIDENTIAL FLOOR.

Common areas facilities and amenities:-

- i. Earthquake resistance R.C.C. structure.
- ii. Two high speed elevators shall be provided in the building .
- iii. All weather proof superior quality exterior paint.
- iv. Rainwater harvesting system.
- v. Modern fire fighting system along with fire fighting water tank as required by fire department.
- vi. Space for society office and Fitness center with basic furniture and fittings, lights, fans, ac, and a computer.
- vii. Two car lifts.
- viii. Well lighted common terrace with safety railings.

Third schedule :-

DESCRIPTION OF THE APARTMENT

SIGNED AND DELIVERED BY THE WITHIN NAMED Allottee: (including joint buyers) (1) (2) At on

in the presence of

WITNESSES:

1. Name Signature _____

2. Name Signature _____

SIGNED AND DELIVERED

BY THE WITHIN NAMED PROMOTERS

SIGNED SEALED AND DELIVERED)

By the within named “**OWNER/DEVELOPER**”)

M/S. GRAND SHELTERS

a Proprietorship firm by the hand of)

its' Proprietor MR. PRASHANT VAIDYA

In the presence of ...)

1.

2.