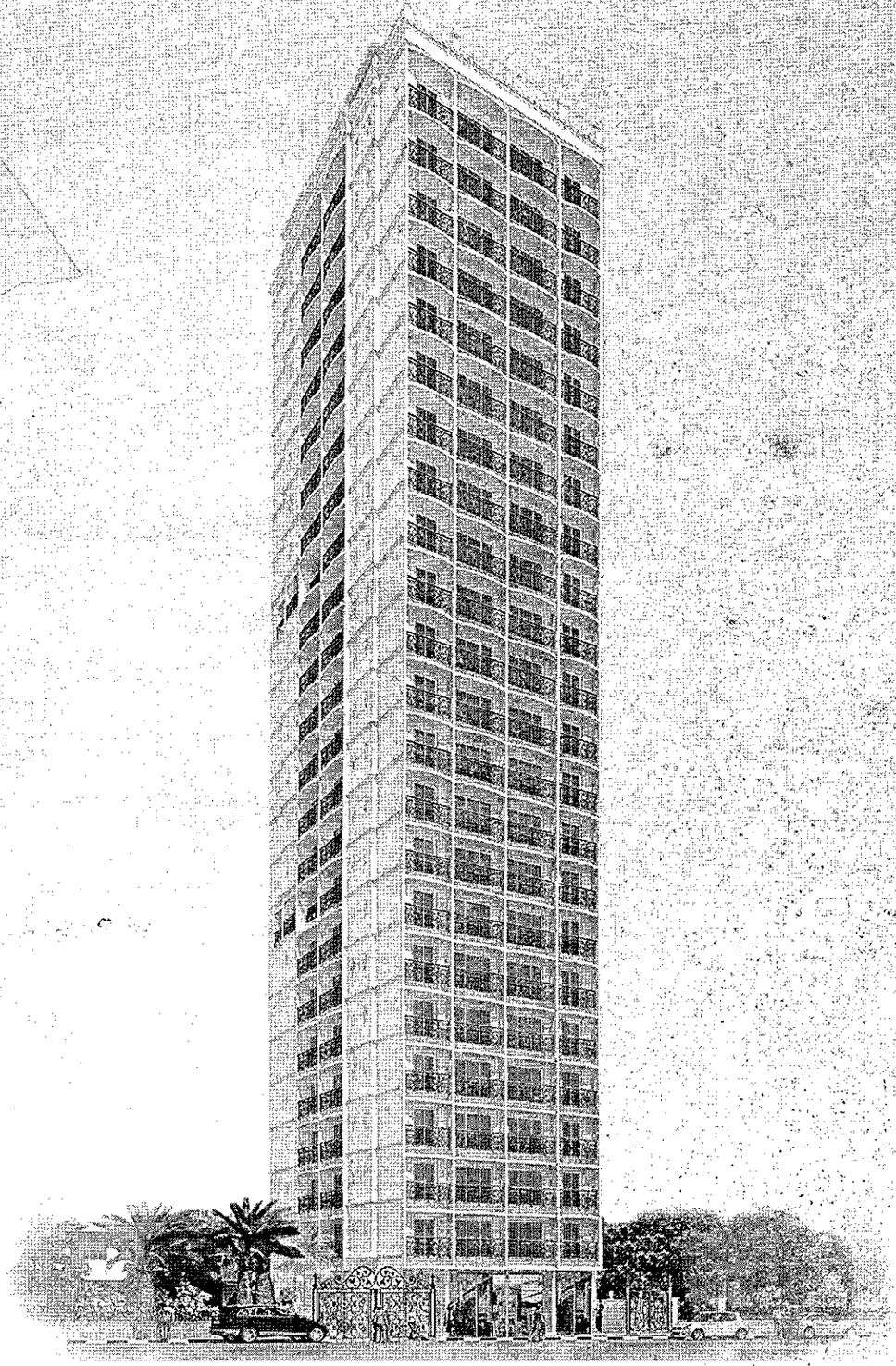
A Project by

The Makwana Group

Builders & Developers

Om Palace
Agreement For Sale



Site Address: Mittal College Road, Malad (West), Mumbai-400064.

M/s P. G. Enterprises

Registered Office:
Shop No. 2, Om Shri Labh CHSL,T.P.S. Road,
Borivali (West), Mumbai-400092. Tel: 65723932, 28990779.

AGREEMENT FOR SALE

This Agreement for Sale is made and entered into at Mumbai on this _____ day of _____, 2017 Between **M/s P. G. Enterprises**, a Partnership Firm, having its Registered Office at 'MAKWANA', Shop No. 2, Om Shri Labh CHSL, T. P. S. Road, Borivali (West), Mumbai-400092, **PAN:AAJFP4700H**, hereinafter called as **"The said Developers"** (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include, the Partnership Firm, its present or future Partners and heirs and executors of last surviving Partner/s) of the One Part and _____, PAN:_____ having address at _____, hereinafter called as **"The said Purchasers"**, (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include him/her/them, his/her/their respective heirs, executors, administrators and assigns) of the Other Part.

WHEREAS:

A. By virtue of a Conveyance, dated 17.02.1962, duly registered vide document Serial No. BND/477/1962 on 17.02.1962 with the Sub-Registrar of Assurances at Bandra, made and executed by and between (1) Gopal Manik Bhandari @ Kini for self and for & on behalf of his Minor Son Master Raghunath Gopal Bhandari (2) Ramchandra Gopal Bhandari (3) Harishchandra Gopal Bhandari, being the Vendors therein on the one hand and Damodar Chiman Gawad, being the Purchaser therein on the other hand, wherein the Vendors had sold, transferred and conveyed unto the Purchaser the property bearing Survey No.468, Hissa No.1 (Part) vide C.T.S. No. 341, 341/1 TO 4, in aggregate admeasuring 604.10 Square Meters as per Property Card, of Village Malad (South), Taluka Borivali, District Mumbai Suburban, hereinafter called "The Said First Property", for valuable consideration and on the terms and conditions mentioned therein.

B. Thereafter by virtue of a Conveyance, dated 12.06.1963, duly registered vide Document Serial No. BND/1350/1963 on 12.06.1963 with the Sub-Registrar of Bandra, made and executed by and between Damodar Chiman Gawad, being the Vendor therein on the one hand and Waman Hiraji Mandalkar, being the Purchaser therein on the other hand, wherein the Vendor had sold, transferred and conveyed unto the Purchaser therein the said First Property for valuable consideration and on the terms and conditions mentioned therein.

C. One Shri Krishna Bhiku Keni during his life time was well seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land or ground bearing Survey No.471, Hissa No.3 (Part) vide C.T.S. No. 342, admeasuring 104.00 Square Meters as per Property Card, of Village Malad (South), Taluka Borivali, District Mumbai Suburban, hereinafter called "The Said Second Property". Thereafter by a Writing, dated 17.01.1964 Krishna Bhiku Keni had sold, transferred and conveyed unto the Purchasers viz. (1) Waman Hiraji Mandalkar &

(2) Harishchandra Hiraji Mandalkar the said Second Property at or for the consideration and on the terms, conditions and covenants therein contained.

D. In the Property Register Card, the said First Property bearing C.T.S. No. 341, 341/1 to 4, in aggregate admeasuring 604.10 Square Meters as per PR Card, reflects the name of Harishchandra Hiraji Mandalkar, as Holder/Owner and in the Property Register Card, the said Second Property bearing C.T.S. No. 342, admeasuring 104.00 Square Meters as per PR Card, reflects the names of Kashibhai Krishna Kini & Pandurang Krishna Kini, as holders/owners, being the legal heirs of Late Krishna Bhiku Keni. However, the name of one Abdul Rafiq Kadar Qureshi was wrongly or inadvertently entered into the Property Register Card, bearing C.T.S. No. 342 as a Lessee (Pattedar), which fact is shown or revealed from the Enquiry Register that the said Abdul Rafiq Kadar Qureshi was assigned the rights in respect of adjoining property bearing C.T.S. No. 343 only and not with respect to C.T.S. No. 342.

E. That by an Agreement for Sale, dated 28.10.1990 alongwith Irrevocable Power of Attorney, dated 28.10.1990 Waman Hiraji Mandalkar & Harishchandra Hiraji Mandalkar, being the Vendors therein on the one hand had agreed to sell and transfer the said First Property and the said Second Property in favour of (1) Madhavrao Bapusaheb Patil (2) Madhukar Maruti Patil & (3) Prahlad L. Kamat at or for the consideration and on the terms and conditions mentioned therein.

F. By virtue of an Affidavit-Cum-Declaration dated 01.12.1991 Madhukar Patil & Prahlad L. Kamat released, relinquished and surrendered their respective share, right, title, interest and/or claim of whatsoever nature forever in favour of Madhavrao Bapusaheb Patil in respect of the said First Property & the said Second Property.

G. In pursuance of a Conveyance, dated 18.10.1994, duly lodge for registration vide Document Serial No. BDR-2/1257/1994 which is duly registered & indexed on 16.10.2009 with the Joint Sub-Registrar of Assurances Borivali-1, MSD made and executed by and between Waman Hiraji Mandalkar, by & through his Constituted Attorney Madhavrao B. Patil, being the Vendor therein on the one hand and Ganesh Appasaheb Pawar, being the Purchaser therein on the other hand, wherein the Vendor had sold, transferred and conveyed unto the Purchaser the said First Property for valuable consideration and on the terms and conditions mentioned therein.

H. The said First & Second Property is entirely built up by structures standing thereon known as "Snehal Sadan" and same is occupied by various tenants/occupants which are duly assessed to the Municipal Property Taxes and that save and except for the open space or passage appurtenant to the said structures/chawls therein there is no open space in the said First Property & the said Second Property. And pursuant to a Letter bearing Ref. No. DC/ENC/BOR/WS-IV/264/97, dated 24.10.1997 the Dy. Collector (ENC) and

Competent Authority Sub-Division Borivali informed the said Madhavrao B. Patil that the said First Property & the said Second Property have been declared as Slum Areas u/s 4(1) of the Maharashtra Slum Areas (Improvement, Clearance & Redevelopment) Act, 1971 vide Notification No. SAA/Malad/85/95, dated 01.07.1997 and same was duly published in the Maharashtra Government Gazette, dated 17.07.1997 at Page 505.

I. That pursuant to a Letter No. DC/ENC/W-3/KAKSHA-7/33(10)/SR/57/05, dated 25.05.2006 the Dy. Collector (ENC), Western Suburbs, Mumbai addressed to the CEO, Slum Rehabilitation Authority, Mumbai, with a copy forwarded to Madhavrao Patil one of the then Partner of M/s P. G. Enterprises, redirected the Annexure II.

J. That by and under a Partnership Deed, dated 24.01.2005 (1) Madhavrao Bapusaheb Patil (2) Kalyanjibhai Umarshi Shah (3) Ashwin Kalyanjibhai Shah & (4) Neena Vijay Gala, being the Four Partners had decided to carry on the partnership business and constituted a Partnership Firm in the name and style of M/s P. G. Enterprises, which is duly registered vide Registration No. BA-96326 on 13.02.2007 and having PAN No. AAJFP4700H, for the implementation and rehabilitation scheme for the benefits of the hutment/slum dwellers in accordance with the prevailing Development Control Regulations and the policy of the Government of the Maharashtra and on the terms and conditions as recorded therein.

K. That by virtue of a Conveyance, dated 26.07.2006, duly registered vide Document Serial No. BDR-10/6543/2006, dated 21.09.2006 with the Joint Sub-Registrar of Assurances, Borivali-4, MSD, made & executed by & between Waman Hiraji Mandalkar & Harishchandra Hiraji Mandalkar, by & through their Constituted Attorney Madhavrao B. Patil, being the Vendors therein on the one hand and Madhavrao B. Patil & Kalyanjibhai Umarshi Shah, being the Partners of M/s P. G. Enterprises, being the said Purchasers therein on the other hand, wherein the vendors had sold, transferred and conveyed unto the said Purchasers the said First Property and the said Second Property for valuable consideration and on the terms and conditions mentioned therein.

L. That in due course of time, after compliance of necessary formalities, the Letter of Intent (LOI) was issued to the said Developers viz. M/s P. G. Enterprises & Society viz. Snehal Sadan SRA Co-operative Housing Society Limited vide File No.SRA/ENG/658/PN/PL/LOI dated 03.08.2007 by the Slum Rehabilitation Authority (SRA) for proposed Slum Rehabilitation Scheme on the said First Property and the said Second Property.

M. By virtue of a Deed of Rectification, dated 26.12.2006, duly registered vide Document Serial No. BDR-10/8657/2006, dated 26.12.2006 with the Joint Sub-Registrar of Assurances, Borivali-4, MSD, in respect of Conveyance Deed, Dated 26.07.2006 made and executed by and between Waman Hiraji Mandalkar &

Harishchandra Hiraji Mandalkar, by & through their Constituted Attorney Madhavrao B. Patil, being the Vendors therein on the one hand and Madhavrao B. Patil & Kalyanji Umarshi Shah, being the Partners of M/s P. G. Enterprises, being the said Purchasers therein on the other hand, wherein rectification was made to the effect that Madhavrao Bapusaheb Patil, being Constituted Attorney of Ganesh Appasaheb Pawar in pursuance of Irrevocable Power of Attorney, dated 22.09.1998 should be corrected or rectified instead of Madhavrao B. Patil, being Constituted Attorney of Waman Mandalkar & Harishchandra Mandalkar in the Conveyance Deed, dated 26.07.2006 and same is to be rectified in all the Deeds and Documents wherever the context requires.

N. Thereafter in pursuance of an Admission-Cum-Reconstitution deed, dated 14.10.2008 the said Partnership Firm is reconstituted between the Continuing Partners and Incoming Partners viz. Yogesh Arvind Surti & Rajesh Arvind Surti in the profit/loss sharing ratio and on the terms and conditions as mutually agreed upon therein.

O. By virtue of a Deed of Confirmation-Cum-Rectification, dated 12.01.2010 Document Serial No. BDR-12/432/2010 on 12.01.2010 in respect of Conveyance, dated 18.10.1994 made and executed by and between Waman Mandalkar & Harishchandra Mandalkar, through their Constituted Attorney Madhavrao B. Patil, being the Vendors therein on the one hand and Ganesh Appasaheb Pawar, being the Purchaser therein, wherein by oversight the name of Harishchandra Hiraji Mandalkar, through his Constituted Attorney Madhavrao B. Patil was remained to be incorporated or added alongwith Waman Hiraji Mandalkar and thus rectification and/or confirmation was made to that effect in the Conveyance Deed, dated 18.10.1994 pertaining to the said First Property.

P. By virtue of a Deed of Confirmation-Cum-Declaration, dated 25.08.2010, duly registered vide Document Serial No. BDR-12/8249/2010 with the Joint Sub-Registrar of Assurances, Borivali-6, MSD, by and between Madhavrao Bapusaheb Patil, being the Party of the First Part and Waman Hiraji Mandalkar & Harishchandra Mandalkar, being the Party of the Second Part therein, wherein the Waman Mandalkar & Harishchandra Mandalkar through their Constituted Attorney Madhavrao B. Patil have confirmed and consented for having sold, transferred, granted, assured and conveyed the said First Property and the said Second Property unto and in favour of M/s P. G. Enterprises.

Q. By virtue of a Conveyance, dated 16.04.1971, duly registered vide Document Serial No. BND/712/1971 on 22.04.1971 with the Sub-Registrar of Bandra, Mumbai, made and executed by and between Kashibai Krishna Keni & Shri Pandurang Krishna Keni, being the Vendors therein on the one hand and Raghunath Dhondu Takle, being the Purchaser therein on the other hand, wherein the Vendors sold, transferred and conveyed unto the Purchaser the property bearing C.T.S. No. 344, 344/1 to 16, in aggregate admeasuring 539.90 Square Meters as per Property Card, of Village Malad (South), Taluka Borivali,

District Mumbai Suburban, hereinafter called "The Said Third Property", for valuable consideration and on the terms and conditions mentioned therein.

R. That Raghunath Dhondu Takle died intestate on 14.05.1975 at Mumbai leaving behind him his legal heirs or survivors viz. :

a.	Shakuntala Raghunath Takle (who also died intestate on 26.03.1994 at Mumbai)	Widow
b.	Hanumant Raghunath Takle	Son
c.	Datta Raghunath Takle	Son
d.	Ramesh Raghunath Takle	Son
e.	Surekha Damnaskar	Married Daughter
f.	Manisha @ Pushpa Moreshwar	Married Daughter
g.	Sadhana Shrikant Kesarkar	Married Daughter

S. Thereafter in or around the Year 2005, one of the Legal Heir viz. Hanumant S/o Raghunath Takle filed a Suit being S.C.Suit No.179 of 2005 against (1) Datta Raghunath Takle (2) Ramesh Raghunath Takle (3) Surekha Damnaskar (D/o Surekha Raghunath Takle) (4) Manisha Moreshwar Gudekar (D/o Pushpa Raghunath Takle) (5) Sadhana Raghunath Takle for partition of the suit property bearing C.T.S. No.344, 344/1 to 16 by metes and bounds and finally the suit was dismissed and settled in terms of Consent Terms, dated 10.05.2005 filed by the parties therein, wherein in full and final settlement thereof, the said Hanumant Raghunath Takle agreed and recorded that he shall not claim in future any right, title, interest of any nature whatsoever in the said Third Property and further he is allotted one Room Premises with Kitchen and Bathroom and First Floor therein in the property bearing C.T.S. No. 344, 344//1 to 16 and also one Shop No.1, Near Jama Masjid at Somwari Bazar, N. B. Road, Malad (West), Mumbai-400064.

T. That by virtue of a Deed of Conveyance, dated 29.09.2006, duly registered vide Document Serial No. BDR-5/7670/2006 on 29.06.2006 with the Joint Sub-Registrar of Assurances, Borivali-2, MSD, made and executed by and between (1) Ramesh Raghunath Takle (2) Manisha Moreshwar Gudekar Nee Pushpa Raghunath Takle (3) Datta Raghunath Takle (4) Surekha Raghunath Takle (5) Sadhana Shrikant Kesarkar Nee Sadhana Raghunath Takle, duly represented by and through their Constituted Attorneys (1) Vijay Nanji Gala & (2) Nipa Kalyanji Shah, being the First to Fifth vendor collectively called the Vendors therein on the one hand and M/s Pravin Realtors Private Limited, being the Purchaser therein on the other hand, wherein the Vendors had sold, transferred and conveyed unto the Purchaser the said Third Property at or for the valuable consideration and on the terms and conditions mentioned therein.

U. That one Krishna Bhiku Kini during his life time was well seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land bearing Survey No.471, Hissa No.3 (Part) vide C.T.S. No. 345, 345/1 to 10, in aggregate admeasuring 336.00 Square Meters as per Property Card, of Village Malad (South), Taluka Borivali, District Mumbai Suburban, hereinafter called

"The Said Fourth Property". Thereafter the said Krishna Bhiku Kini died intestate on 13.10.1967 leaving behind him his legal heirs viz. Kashibai Krishna Kini (Widow) who also died intestate on 15.05.1990 and Pandurang Krishna Kini (Son) who also died intestate on 08.021990 leaving behind him his legal heirs and/or survivors viz.

a.	Parvatibai Pandurang Kini	Widow
b.	Manohar Pandurang Kini	Son
c.	Naresh Pandurang Kini	Son
d.	Asha Atmaram Vange	Married Daughter
e.	Babli Pandurang Kini	Unmarried Daughter
f.	Shakuntala Pandurang Kini	Unmarried Daughter

V. In the Property Register Card, the said Third Property bearing C.T.S. No. 344, 344/1 to 16, in aggregate admeasuring 539.90 Square Meters as per PR Card, reflects the names of (1) Savitribai Raghunath Takle (2) Hanumant Raghunath Takle (3) Pushpa Raghunath Takle (4) Datta Raghunath Takle (5) Surekha Raghunath Takle (6) Sadhana Raghunath Takle and that the said Fourth Property bearing C.T.S. No. 345, 345/1 to 10, in aggregate admeasuring 336.00 Square Meters as per PR Card, reflects the names of (1) Parvatibai Pandurang Kini (2) Manohar Pandurang Kini (3) Asha Atmaram Vange (D/o Pandurang Kini) (4) Babli Pandurang Kini (5) Shakuntala Pandurang Kini & (6) Naresh Pandurang Kini (Sr. No. 5 & 6, being Minors duly represented by & through their Mother & Natural Guardian Parvatibai Pandurang Kini).

W. The said Third Property & the said Fourth Property is entirely built up by structures standing thereon known as "Panwala Chawl & Krishna Kini Chawl" respectively and same is occupied by various tenants/occupants and same are duly assessed to Municipal Property Taxes and that save and except for the open space or passage appurtenant to the said structures/chawls therein there is no open space in the said Third Property & the said Fourth Property. And the said Third Property & the said Fourth Property have been declared as Slum Areas u/s 4(1) of the Maharashtra Slum Areas (Improvement, Clearance & Redevelopment) Act, 1971 vide Notification No. SRA/City Surve Office-1/T-S1/3C/C.T.S. No. 344, 345/2010/164 and same was published on 10.07.2010 in the Maharashtra Government Gazette.

X. That by virtue of a Development Agreement, dated 28.10.1987 and Supplemental Agreement, dated 14.12.1987 incidental to the aforesaid Development Agreement made and executed by (1) Parvatibai Pandurang Kini (2) Manohar Pandurang Kini (3) Asha Atmaram Vange (4) Babli Pandurang Kini (5) Shakuntala Pandurang Kini & (6) Naresh Pandurang Kini, being the Vendors therein on the one hand and Kiran Jairam Kini & Bhalchandra Dashrath Vaithy, being the said Developers therein on the other hand, wherein the Vendors had granted the development right in favour of the said Developers therein at or for the consideration and on the terms, conditions, covenants and stipulations mentioned therein in respect of the said Fourth Property.

Y. However, the said Developers viz. Kiran Jairam Kini & Bhalchandra D. Vaithy could not develop the said Fourth Property due to some technical reason, thereafter in turn by a Deed of Conveyance, dated 07.11.2007, duly registered vide Document Serial No. BDR-12/8263/2007 on 07.11.2007 with the Joint Sub-Registrar of Assurances, Borivali-6, MSD, (1) Parvatibai Pandurang Kini (2) Manohar Pandurang Kini (3) Asha Atmaram Vange (4) Babli Pandurang Kini (5) Shakuntala Pandurang Kini & (6) Naresh Pandurang Kini, being the Vendors therein on the one hand and (1) Kiran Jairam Kini & (2) Bhalchandra Dashrath Vaithy, being the Confirming Parties therein on the second hand and M/s Pravin Realtors Private Limited, being the said Purchasers therein on the third hand, wherein the Vendors alongwith the Confirming Parties had transferred, assigned and conveyed unto the said Purchasers the said Fourth Property at or for the consideration and on the terms, conditions, covenants and stipulations mentioned therein.

Z. That by virtue of a Deed of Conveyance, dated 19.10.2010, duly registered vide Document Serial No. BDR-11/9552/2010 on 19.10.2010 with the Joint Sub-Registrar of Assurances, Borivali-5, MSD, made and executed by and between M/s Pravin Realtors Private Limited, being the Vendors therein on the one hand and M/s P. G. Enterprises, being the said Purchasers therein on the other hand, wherein the Vendors had sold, transferred and conveyed unto the said Purchasers the said Third Property and the said Fourth Property at or for the valuable consideration and on the terms and conditions mentioned therein.

AA. That in pursuance of an Admission-Cum-Retirement Deed of Partnership, dated 09.12.2010 (1) Mukesh Ratilal Makwana & (2) Bhavesh Navnitlal Shah, being the Incoming Partners therein on the one hand and (1) Yogesh Arvind Surti & (2) Rajesh Arvind Surti, being the Continuing Partners therein on the second hand and (1) Madhavrao Bapusaheb Patil (2) Kalyanjibhai Umarshibhai Shah (3) Ashwin Kalyanjibhai Shah & (4) Neena Vijay Gala, being the Retiring Partners therein on the third hand, wherein the Continuing Partners therein have continued, Incoming Partners therein have admitted and the Retiring Partners therein have retired from the said Partnership Firm on such profit/loss sharing ratio and on the terms and conditions mentioned therein.

AB. That in pursuance of an Retirement-Cum-Reconstitution Deed of Partnership, dated 20.06.2011 (1) Yogesh Arvind Surti & (2) Rajesh Arvind Surti, being the Retiring Partners therein on the one hand and (1) Mukesh Ratilal Makwana & (2) Bhavesh Navnitlal Shah, being the Continuing Partners therein on the other hand, wherein the Continuing Partners therein have continued and the Retiring Partners therein have retired from the said Partnership Firm on such profit/loss sharing ratio and on the terms and conditions mentioned therein.

AC. In the facts and circumstances aforesaid, the said M/s. P. G. Enterprises became the owner of and is well seized and possessed of or otherwise well and sufficiently entitled to the said First, Second, Third and Fourth Property, hereinafter the said

First, Second, Third & Fourth Property are collectively called "the said Property" and which is the subject matter of these presents and more particularly described in the Schedule I hereunder written and have good right, full power and absolute authority to deal with and/or dispose off the said Property.

AD. The eligible slum/hutment dwellers occupying the said Property formed a Co-operative Society by the name Snehal Sadan SRA Co-operative Housing Society Limited, hereinafter called "the said Society".

AE. The said Developers have appointed an Architect registered with the Council of Architects and has also appointed a Structural Engineer for the preparation of structural designs and drawings of the proposed building and the said Developers have accepted the professional supervision of the Architect and Structural Engineer till the completion of the proposed Building.

AF. In the facts and circumstances aforesaid, the said Developers herein submitted a Scheme of development as contemplated under the provisions of Regulation 33(10) of Development Control Regulation of Greater Mumbai, 1991 with Slum Rehabilitation Authority pertaining to the First Property, Second Property, Third Property & Fourth Property, hereinafter collectively referred to as "The Said Property" and the said Developers proposed to develop the same.

AG That the said Developers viz. M/s P. G. Enterprises for and on behalf of the said Society viz Snehal Sadan SRA Co-operative Housing Society Limited have submitted the proposals and paid Scrutiny Fees of Rs.1,000/- on 16.12.2010 to Slum Rehabilitation Authority (SRA) for approval of the Letter of Intent (LOI) under File No. SRA/ENG/2475/PN/PL/LOI for proposed Slum Rehabilitation Scheme on the said Property.

AH. The said Slum Rehabilitation Authority has issued Letter of Intent (LOI) vide No. SRA/ENG/2475/PN/PL/LOI dated 28th September 2011 for carrying out the said Slum Rehabilitation Scheme; The Architect of the said Project viz. Shri Santosh Zirmute of M/s Arch View Associates, Flat No. 37/1961, Gandhi Nagar, Bandra (East), Mumbai–400051 have prepared the statement of the total scheme and report relating to the proposed construction in accordance with the approval and sanction granted by the SRA and as per said statement of the said Architect of the said Project, the permissible FSI of 3.68 (Three Point Six Eight) is sanctioned as per LOI granted by SRA. The BUA permissible on the said Plot is 4679.40 Square Meters & Total BUA permitted for the said Project is 5662.26 Square Meters and out of which the Rehab Component is 3112.82 Square Meters & Rehab BUA including PTC BUA is 2268.44 Square Meters for accommodating eligible Slum Dwellers/members of the said Society plus PAP under Section 33(10) plus PTC under Section 33(14)D and also for providing amenity structure/tenements meant for Balwadi, Welfare Centre & Society Office. The Sale Component meant for the said Developers is 3112.82 Square Meters and Sale BUA permissible in-situ is 2410.96 Square Meters for the proposed Free Sale Building to be constructed on

the said Property in accordance with the approvals and sanctions granted by the SRA and the Concerned MCGM Authority.

AI. The said Developers have decided to construct multi-storied Building on the said Property described in the First Schedule hereunder as per the aforesaid Letter of Intent dated 28 September 2011 granted by Slum Rehabilitation Authority consisting of two Component i.e. Rehab Component meant for accommodating the said eligible slum dwellers/members of the said Society, PAP, PTC together with amenity structure area meant for Balwadi, Welfare Centre & Society Office with Common Passage and Sale Component meant for the said Developers, for free sale in the open market to the prospective buyers as mentioned above, hereinafter collectively referred to as "the said Buildings", in accordance with the plans sanctioned by the SRA and/or further modifications/amendments, if any and subject to the necessary compliance of LOI conditions and the directions which may be issued by the said Authorities from time to time.

AJ. In the circumstances aforesaid and in pursuance of the Letter of Intent dated 28th September 2011 issued by the SRA, the said Developers are entitled to Sale BUA permissible in-situ to develop the said Property area of about 2410.96 Square Meters as part of Free Sale Component on the said Property.

AK. The Slum Rehabilitation Authority has also issued their Intimation of Approval under No. SRA/ENG/2848/PN/PL/AP dated 23rd May 2012 for Rehabilitation Component & under No. SRA/ENG/2849/PN/PL/AP dated 23rd May 2012 for Free Sale Component Building, hereto annexed the copy of the said Intimation of Approval.

AL. The said Developers have further represented to the said Purchasers that he has commenced development of the said Property by constructing a sale building in accordance with the plan sanctioned by SRA and the said Developers shall continue to carry out further construction in accordance with the approved and further approved plans and the Slum Rehabilitation Authority has issued their Commencement Certificate under No. SRA/ENG/2848/PN/PL/AP dated 30th June 2012 for Rehabilitation Component Building & SRA/ENG/2849/PN/PL/AP dated 30th June 2012 for Free Sale Component Building, hereto annexed the copy of the said Commencement Certificate.

AM. The Free Sale Component Building on the said Property shall be named as "Om Palace" which is consisting of Ground/Stilt plus 22 Upper Floors.

AN. The said Developers have got Approved Layout under No. SRA/ENG/637/PN/PL/LAY dated 30th June 2012 from SRA and concerned local authority for the amalgamations of the said Property, plans, specifications, elevations, sections and details of the proposed buildings.

AO. The said Developers alone have subject to the terms and conditions of the agreements and writings referred to hereinabove and any amendments,

modifications and/or changes therein, the sole and exclusive right to sell the Flat/Shop/Office or any other premises in the Free Sale Building to be constructed by the said Developers on the said Property and to enter into agreement/s with the said Purchasers of the Flat/Shop/Office etc., hereinafter referred to as "the said Purchaser/s" and to receive the sale proceeds in respect thereof.

AP. The said Purchaser/s demanded from the said Developers and the said Developers have given inspection to the said Purchaser/s of all the documents of title relating to the said Property including the true copy of the plans, designs and specifications prepared by the said Developers' Architect as also Letter of Intent, Intimation of Approval & Commencement Certificate and of such other documents of Free Sale Component Building as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963, hereinafter referred to as "the said Act" and the rules made there under and the Flat Purchaser/s confirm having seen, perused, verified and understood the said documents, writing, etc. fully and have thereafter agreed to enter into this Agreement with the full knowledge thereof realizing that this Agreement is subject to the terms and conditions contained in the above mentioned documents.

AQ. The copy of the Certificate of Title issued by Sonal Kothari, Advocate, High Court, copies of Property Cards showing the nature of title of the said Property on which the Flat/Shop/Office are being constructed or are to be constructed and copy of Typical Floor Plans of the Flat/Shop/Office etc. agreed to be purchased by the Flat Purchaser/s and approved by the Concerned Local Authority have been annexed hereto as **Annexure I, Annexure II and Annexure III** respectively.

AR. While sanctioning the said Plans, the Concerned Local Authority and/or Government including SRA has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the said Developers while developing the said Property and constructing the proposed Building and upon due observance and performance of which only the Occupation and Completion Certificate/s in respect of the proposed Building shall be granted by the Concerned Local Authority.

True copy of Ground Floor Plan, First Floor Plan and the Upper Floor Typical Plans made on the basis of approved plans and specifications of the construction to be carried out of the Free Sale Building on the said Property are hereto annexed and marked as **Annexure III**.

The said Purchasers has/have approached the said Developers with the request for sale of **Flat No. ____** on **___ Floor** admeasuring about **390 Square Feet Carpet Area** equivalent to **36.00 Square Meters Carpet Area** on "Ownership Basis" in the Free Sale building under construction to be known as **"Om Palace"** on the said Property described in the **Schedule II** hereunder and hereinafter referred to as **"the said Flat/Shop/Office"**.

The said Developers have agreed to sell to the said Purchasers, and Purchaser/s has/have agreed to purchase the said Flat/Shop/Office in the aforesaid Building at or for the price and on the terms and conditions hereinafter appearing.

Prior to the execution of these presents, the said Purchasers has/have paid to the said Developers a sum of Rs._____/- (Rupees _____Only) being token/part payment towards sale price of the said Flats/Shop/Office agreed to be sold by the said Developers to the said Purchasers (the payment and receipt whereof the said Developers do hereby admit and acknowledge and forever discharge in that behalf) and the said Purchaser/s has/have agreed to pay to the said Developers the balance consideration in the manner hereinafter appearing.

Under Section 4 of the Maharashtra Ownership Flat Act, 1963 the said Developers are required to execute an Agreement for Sale (being Statutory Form V) of the said Flat/Shop/Office in favour of Purchaser/s, which the said Developers hereby do and also agree to register the said Agreement as required under the Indian Registration Act, 1908.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The said Developers shall construct the said Free Sale Component Building consisting of Ground/Stilt plus 22 upper Floors on the said Property in accordance with the sanctioned plans, designs, specifications which are approved by the SRA and other concerned local authorities with liberty to carry out such variations and modifications in the approved plans and in the Building Proposal, as may be considered and expedient by the said Developers or as may be required by the concerned local authority, the Government to be made in them or any of them which the said Purchasers hereby irrevocably, expressly give his/her/their consent and authorizes the said Developers to make such changes/modifications for carrying out such changes in the approved plans and Building Proposals. The said Developers intend to commence in due course, further development of the said Property in accordance with the sanctioned plans in phase wise or any variations and modifications or any amendments thereof, as may be approved by the concerned Local Authority and/or by the Government and/or the M.C.G.M Authority and/or SRA.

2. The said Purchaser/s hereby agreed to purchase from the said Developers and the said Developers hereby agree to sell to the said Purchaser/s the **Flat No.** _____ on _____**Floor** in the Free Sale Building known as **"Om Palace"** hereinafter referred to as the said Flat/Shop/Office, as per the Ground Floor/Typical Floor Plan annexed hereto and marked **Annexure III** having an area of **390 Square Feet Carpet Area** equivalent to **36.00 Square Meter Carpet Area** for the **Total Consideration** of Rs._____/- (Rupees_____**only**). The said Purchasers has/have paid to the said Developers on or before execution of this Agreement a sum of Rs._____/- (Rupees _____ **only**) being Earnest Money/Token Money/Part Payment and hereby agrees to pay separately

to the said Developers the balance amount of Rs._____/- (Rupees _____only) in the manner hereinafter mentioned.

a. The said Purchasers shall pay to the said Developers the aforesaid balance purchase price in the following manner:-

1. Rs. _____ within one month of execution of this Agreement for Sale.
2. Rs. _____/- 50% on casting of the each slabs Rs._____/- X 23 slabs.
3. Rs. _____/- 5% on completion of brick & plaster work.
4. Rs. _____/- 5% against the possession/occupation of the said Flat/Shop/Office.

b. Installments under 1 to 4 above shall be paid by Purchaser/s within a week time on demand.

3. The said Purchasers declare/declares and confirms/confirm that he she/they has/have agreed to pay the price for the said Flat/Shop/Office in installments as mentioned above without any delay or default, as time in respect of each payment is of the essence of the contract and delay in any one payment shall make this Agreement voidable at the option of the said Developers. On the said Purchasers committing default in payment on due date of any amount due and payable by the said Purchasers to the said Developers under this Agreement (including his/her/ their proportionate share of Taxes levied by concerned local authority and other outgoing payable from the date of expiry of notice offering possession of the said Flat/Shop/Office) and on the said Purchasers committing breach of any of the terms and conditions herein contained, the said Developers shall be entitled at his option to terminate this Agreement. Provided always that the power of termination hereinbefore contained shall not be exercised by the said Developers until and unless the said Developers have given to the said Purchasers 15 days prior notice in writing of their intention to terminate this Agreement and of specific breach of terms and conditions in respect of which it is intended to terminate this Agreement and default shall have been made by the said Purchasers in remedying such breach within a reasonable time after giving such notice.

Provided further that upon termination of this Agreement as aforesaid, the said Developers shall refund to the said Purchasers the installments of sale price of the Flat/Shop/Office, which may till then have been paid by the said Purchasers to the said Developers. But the said Developers shall not be liable to pay any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by the said Developers, the said Purchasers shall have no right, title or interest, demand or claim of whatsoever nature either against the said Flat/Shop/Office on the said land or the right and benefit of this Agreement and the said Developers shall be entitled to sell the premises to any other person or persons as he may desire without reference or concurrence of the said Purchasers.

4. In the event of any money being due as stated aforesaid, the said Developers shall give Seven Days notice in writing Under Certificate of Posting/ by hand delivery/by Courier/By Registered AD at the address given by the said Purchasers to pay such moneys due and the said Purchasers shall within Seven Days of receipt of the said notice, make payment of the moneys due to the said Developers at his/their office without any further delay or default for whatever reason. The decision of the said Developers regarding determination whether moneys are due or not from the said Purchasers in accordance with the Agreement shall be final and binding and conclusive and the said Purchasers shall not be entitled to object to the same.

5. Notwithstanding what is stated above the said Purchasers agree/s to pay to the said Developers interest at 18 (Eighteen) percent per annum on all the amount which becomes due and payable by the said Purchasers to the said Developers under this Agreement for the delayed period from the date the said amount is due and payable by the said Purchasers to the said Developers.

6. The fixtures, fittings and amenities to be provided by the said Developers in the premises in the said Building are those that are set out in **Schedule III** annexed hereto.

7. The said Developers have informed the said Purchasers and the said Purchasers has/have acquainted himself/herself/ themselves with the title to the said property and has/have acquired the said Flat/Shop/ Office with notice of the same and further upon every Purchaser/s of the Flat/Shop/ Office in the building to be constructed on the said land paying all moneys due to the said Developers and upon every Purchaser/s as aforesaid observing and performing all terms, conditions and covenants of this Agreement or any writing with the said Developers, the said Developers shall cause the rights of the said land assigned and the new construction thereon to be conveyed to a Registered Co-operative Housing Society or a limited company or an incorporated body (hereinafter for the sake of brevity referred to as "the said Society/Organization") and the said Purchasers shall be made a member of the said Society/Organization and for this purpose, the said Purchasers shall from time to time sign all applications, forms, papers and writings whatsoever and do all acts, deeds and things as may be required for the purpose of his/her/their aforesaid membership in the said Society/Organization and for vesting the said land together with construction of buildings and structure thereon (which are now under construction) in the said Society/Organization. The said Purchasers hereby undertakes/ undertake to observe and perform all rules, regulations and bye-laws of the said Society/Organization as also regularly pay all contributions that may be charged by the said Society/Organization.

8. Notwithstanding any other provisions of this Agreement, the said Developers shall be bound :

a. to have a society and/or limited company and/or any other body or bodies of purchaser/s formed and constituted as contemplated herein.

b. to convey/transfer/assign or cause to be conveyed/ transferred or assigned the said property in favour of such society and/or limited company and/or other associations as the case may be.

c. to cause to be conveyed/transferred and/or assigned appurtenant land if any along with the conveyance and/or together with documents for transfer of the building with the land beneath the same.

d. to decide and determine in what manner the infrastructure including the common utility areas and gardens if any may be transferred and/or assigned/leased to the said Society/Organization.

e. to provide and incorporate restrictions and obligations with regard to the provision of the Maintenance of the infrastructure and common amenities including garden and roads, if any for the period prior to the constitution of said Society/Organization.

f. to decide from time to time when and what sort of document of transfer should be executed.

9. The said Purchasers has/have represented to the said Developers that he/she/they has/have taken inspection of the sanctioned Building Plans, I.O.A./C C. and other documents specified under the Maharashtra Ownership Flats Act and Rules there under and agreed to acquire the said premises with notice of the same and that prior to the execution hereof, he/she/they has/have examined the Certificate of Title issued by Sonal Kothari, Advocate, High Court and satisfied himself/herself/themselves about the title of the land and the said Developers' right to construct and sell the said Flat/Shop/Office thereon on Ownership basis and has/have further agreed not to raise any objections or requisitions on the same.

10. The said Developers shall give fit out possession of the said Flat/Shop/Office to the said Purchasers on or before 31.12.2017 If the said Developers fail or neglect to give possession of the said Flat/Shop/Office to the said Purchasers except on account of reasons beyond the said Developers' control then as per the provisions of Section 8 of the Maharashtra Ownership Flats Act, 1963, the said Developers shall be liable on demand to refund to the said Purchasers the amounts already received by them in respect of the said Flat/Shop/Office with simple interest at 9% (Nine) percent per annum from the date of receipt of the said sum by the said Developers till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in section 3 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest is refunded by the said Developers to the said Purchasers, the said Purchasers shall subject to

prior encumbrances if any, be a charge on the said land as well as the construction of building in which the flats are situated or were to be situated. Provided that the said Developers shall be entitled to reasonable extension of time for giving delivery of the said Flat/Shop/Office on the aforesaid date of the completion of building in which the said Flat/Shop/Office is situated is delayed on account of :-

a. Non availability of steel, cement, other building material, water or electric supply;

b. War, civil commotion or force major and natural calamities and any other Act of God;

c. Any notice, order, rule, notification, ordinance of the Government and/or other public or competent authority;

11. If for any reason other than those mentioned in Clause 10 above, the said Developers are unable to give possession of the said Flat/Shop/Office to the said Purchasers within the date specified hereinabove or within any further date or dates agreed to by and between the parties hereto, then in such a case, the said Purchasers shall be entitled to give notice to the said Developers terminating this agreement in which event the said Developers shall refund all moneys received by him from the said Purchasers without interest in respect of the said Flat/Shop/Office. Subject to the above, neither party shall have any other claim whatsoever against the other in respect of the said Flat/Shop/Office or arising out of this agreement and the said Developers on repayment shall be at liberty to transfer the said Flat/Shop/Office to any other person upon such terms and conditions as the said Developers may deem fit.

12. The said Purchasers shall take possession of the Flat/Shop/Office within 30 days of the said Developers giving written notice to the said Purchasers intimating that the said Flat/Shop/Office is ready for use and occupation.

Provided that if within a period of one year from the date of handing possession of the said Flat/Shop/Office to the said Purchasers if the said Purchasers bring/s to the notice of the said Developers any defect in the said Flat/Shop/Office or in the said building in which the said Flat/Shop/Office is situated or the material used therein then, wherever possible such defect shall be rectified by the said Developers at their own costs and in case it is not possible to rectify such defects then the said Purchasers shall be entitled to receive from the said Developers reasonable compensation for such defect.

Provided Further that if such defects are due to negligence, mischief, default and unauthorized and wrongful use by the said Purchasers in respect of the Flat/Shop/Office purchased by him/her/them and/or building then in such event, the said Developers shall not be liable or responsible to rectify such defects

but the said Purchasers will have to repair/rectify such defects at his/her/their own costs and risks.

13. The said Developers hereby specifically clarify that upon payment of the total consideration amount as stated in para 2 above, the possession of the Flat/Shop/Office shall be given or transferred or intended to be transferred to the said Purchasers, pending vesting the assignment/conveyance of the said land and building and structures (which are now under construction) to the said Society/Organization and upon the said Purchasers occupying the said Flat/Shop/Office he/she/ they shall have no claim whatsoever against the said Flat/Shop/Office or otherwise, save and except as mentioned in this Agreement.

14. The said Purchasers for himself/herself/themselves with the intention to bring all persons into whosoever hand the said Flat/Shop/Office may come, do hereby covenant with the said Developers as follows :

a. shall be entitled to use and occupy the said Flat/Shop/Office only for the purpose for which it is acquired;

b. shall not use the said Flat/Shop/Office for any purpose other than the aforesaid purpose for which it is allotted nor shall he/she/they use the said Flat/Shop/Office for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the neighboring property or for any illegal or immoral purpose;

c. shall at his/her/their own cost, maintain and keep the said Flat/Shop/Office, walls, partition walls, sewers, drains, pipes and appurtenances thereof in good and tenantable repair and condition from the date of possession of the said Flat/Shop/Office is taken;

d. shall not do or suffer to be done anything in or to the said Flat/Shop/Office or to the common areas and facilities which may be against the rules and bye-laws of the Municipality or any other authority;

e. shall not change, alter or make any addition to the building, the said Flat/Shop/Office or any part thereof;

f. shall not decorate the exterior of the said Flat/Shop/Office otherwise than in a manner agreed with the said Developers under this agreement;

g. Not to store in the Flat/Shop/Office 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 said Flat/Shop/Office 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 articles to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building in which the Flat/Shop/Office is situated including entrances of

the building and in case any damage is caused to the building in which the Flat/Shop/Office is situated or on account of negligence or default of the said Purchasers in this behalf, the said Purchasers shall be liable for the consequences of the breach;

h. To carry at his/her/their own cost all internal repairs to the said Flat/Shop/Office and maintain the said Flat/Shop/Office in the same condition, state and order in which it was delivered by the said Developers to the said Purchasers and shall not do or suffer to be done anything in or to the building in which the said Flat/Shop/Office is situated or in breach of the rules and regulations and bye-laws of the concerned local authority or the other public authority. And in the event of the said Purchasers committing any act in contravention of the above provision, the said Purchasers shall be responsible and liable to the authority and/or other public authority;

i. Not to demolish or cause to be demolished the said Flat/Shop/Office 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 said Flat/Shop/Office or any part thereof without the prior written permission of the Architect of the project, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat/Shop/Office is situated and shall keep the portion, sewers, drain pipes in the said Flat/Shop/Office and 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 Flat/Shop/Office is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat/Shop/Office without the prior written permission of the said Developers and/or the said Society/Organization.

j. Not to do or permit to be done any Act or thing which may render void or voidable any insurance of the said building in which the said Flat/Shop/Office is situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurance;

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

l. To bear and pay any increase in local taxes, water charges, insurance and such other levies, which are imposed by the concerned local authority and/or MCGM and/or Government and/or other public authority, on account of change of user of the Flat/Shop/Office by the said Purchasers viz. user for any purposes other than acquired for.

m. The said Purchasers shall not let, sub-let, transfer, mortgage, charge, assign or in any way encumber or deal with or dispose off the said Purchasers interest or benefit of this Agreement or part with the possession of the Flat/Shop/Office until all the dues payable by the said Purchasers to the said Developers under this Agreement are fully paid up and only if the said Purchasers had not been guilty of breach of or non-observation of any of the terms and conditions of this Agreement and until the said Purchasers has/have taken written permission or NOC from the said Developers, which permission or NOC shall not be withheld unreasonably;

n. The said Purchasers shall observe and perform all the rules and regulations which the said Society/Organization 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 Premises therein and for the observance and performance of the Building Rules, Regulation and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The said Purchasers shall also observe and perform all the stipulations and conditions laid down by the said Society/Organization regarding the occupation and use of the said Flat/Shop/Office 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;

o. Not to affix or place on top of or outside the said premises any Hoarding or sign board or affix or place any signboard or nameplate projecting in the lobby of the said Building;

p. Not to keep any goods, things, flower pots, display boards or any material or articles outside the said premises or in any manner encroach the lobby, weather sheds or open space of the building in which the said premises is situated or obstruct free ingress and egress to the building or adjoining Flat/Shop/Office and not to erect any divider, wall or structure that may divide or encroach the open space appurtenant to the said Building;

15. The said Purchasers hereby agree and confirm that breach of any of the terms and conditions of these presents and more particularly the covenants and stipulations mentioned in clause No.14 above shall cause this Agreement ipso facto come to an end and the earnest money and all other amounts paid by the said Purchasers under this Agreement to the said Developers shall stand forfeited and the said Developers shall be entitled to deduct from the balance payment made by the said Purchasers of such amounts as they may find proper to compensate for the damages so caused and if such payments are inadequate, he shall be entitled to recover further amounts from the said Purchasers to compensate for the damages so caused and the said Purchasers hereby consents/consent to the same. The decision of the said Developers in that regard

shall be final and binding upon the said Purchasers who shall not dispute the decision of the said Developers in this regard.

16. The said Purchasers agrees/agree and undertakes/undertake to permit and give the said Developers all facilities for making any additions, alternations or to put up any additional structures/ floors, on the said land till the society or limited company is formed and registered and the said land and the said building is assigned/transferred to the society and the work mentioned in clause above is completed in full and possession of such Flats/Shops/Offices etc. are handed over to the respective Purchaser/s of such Flats/Shops/Offices etc. The said Purchasers agrees/agree and undertakes/ undertake not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons.

17. If any portion of the said land is acquired or notified to be acquired by the Government, or any other public body or authority, the said Developers shall be entitled to receive all the benefits in respect thereof and/or the compensatory FSI (Floor Space Index), or all other benefits which may be permitted in lieu thereof. The said Developers shall be entitled to use any additional FSI, or additional constructions that may be permitted by the local body or concerned authority or MCGM Authority/SRA for any reasons whatsoever including FSI, in respect of any adjoining or neighboring property. Such additional structures and storeys will be the sole property of the said Developers who will be entitled to dispose off the same in any manner the said Developers choose and the said Purchasers hereby irrevocably consent to the same. The said Purchasers shall not be entitled to raise any objection or claim or demand any abatement in price of the said Flat/Shop/Office agreed to be acquired by him/her/them and/or any compensation or damage on the ground of inconvenience or any other ground whatsoever. It is agreed by and between the parties that if any permitted FSI or density though available or may be available but not sanctioned or availed of on the said land and/or new building/structure shall be transferred then the said Developers will have the absolute right to put up additional construction and storeys and/or consumed such balance and/or available FSI of the said land by constructing further on the said land and new building and structures even after the registration of the Society/Organization, and assignment/ transfer of the said land and building to such Society/Organization. And further the said Developers shall be entitled to claim and receive set back compensation (if any) for the said Property, which may be so notified by the concerned authorities prior to the transfer of the said Property in favour of the said Society.

18. The said Purchasers shall not be entitled to any rebate and/or concession in the price at his/her/their Flat/Shop/Office on account of the construction of any other building and/or structure and/or the changes, alterations and additions made in the new building or structure.

19. The said Purchasers hereby agrees/agree that in the event of any amount by way of premium or security deposit being payable to the Municipality, SRA or to the State Government or any Betterment Charges or Development Charges or Development Tax or security deposit for the purpose of tax or payment of a similar nature becoming payable by the said Developers, the same shall be paid by the said Purchasers to the said Developers in proportion to the area of the said flat/shop/office and in determining such amount, the decision of the said Developers shall be conclusive and binding upon the said Purchasers. The said Purchasers further agree to pay in future any addition or revision in such charges, tax, deposits etc. to the said Developers without raising any disputes thereof.

20. The Advocate of the said Developers shall prepare the Assignment of Lease/Conveyance of the Building and all other documents to be executed in pursuance of these presents as also the Rules, Regulations and all costs, charges and expenses including stamp duty, registration charges and all other expenses in connection with the preparation and execution of the aforesaid Assignment of Lease/Conveyance and all other documents shall be borne and paid by all the said Purchasers of Flat/Shop/Office in the building to be constructed on the said land in proportion to the areas of their respective premises. The said Purchasers shall keep deposited a sum with the said Developers before taking possession of the Flat/Shop/Office as a deposit free of interest in respect of the aforesaid payments and/or expenses. The said deposit shall not carry any interest and will remain with the said Developers until a Assignment of Lease/ conveyance is/are executed in favour of the said Society/Organization and thereafter, the sum so deposited with the said Developers shall be paid to the said Society/Organization after deducting the expenses and/or payments effected by the said Developers. The Assignment of Lease/Conveyance and other documents for transferring title shall be prepared by the Advocate of the said Developers and the same will contain such covenants and conditions as the said Advocate shall think reasonable and necessary, having regard to the development of said Property.

21. Letters, receipts and/or notices by the said Developers dispatched under Certificate of Posting to the address known to him/them of the said Purchasers will be sufficient proof of receipt of the same by the said Purchasers and shall completely and effectively discharge the said Developers for this purpose, the said Purchasers has/have given the following address.

Name : _____

Address : _____

_____

22. The stamp duty and registration charges of and incidental to this Agreement shall be borne and paid by the said Purchasers alone. The Purchase/s shall lodge this Agreement for registration within the prescribed period and the said Developers shall attend the Sub-Registrar's office and admit execution after the said Purchasers informs/inform him for such registration.

23. Nothing contained in this Agreement is intended to be nor shall be construed as grant, demise or assignment in law of the said Flats/ Shops/Offices thereof. The said Flat/Shop/Office purchaser shall have no claim save and except in respect of the Flat/Shop/Office hereby agreed to be sold to her/him/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the said Developers until the said land and Building is transferred to the Society/Limited Company as hereinbefore mentioned and till that time, the said Developers shall be entitled to utilize the same in any manner whatsoever.

24. Unless and until full payment is made by the said Purchasers to the said Developers in accordance with this agreement, the said Purchasers shall not transfer or assign any of his/her/their interest or benefit under this agreement or part with the possession of the said Flat/Shop/Office without the prior written consent of the said Developers.

25. Any delay or indulgence shown by the said Developers in enforcing the terms of this Agreement or any forbearance or giving of time to the said Purchasers shall not be construed as a waiver, on the part of the said Developers of any breach or non-compliance of any of the terms and conditions of this agreement by the said Purchasers nor shall the same in any manner prejudice the right of the said Developers.

26. It is agreed that the said Developers shall be entitled to and shall always have irrevocable right to revise the lay out, plans, designs in respect of the said buildings and to utilize the total and additional FSI and the development rights and/or TDR available in respect of the said property as the said Developers may desire and the said Purchasers hereby irrevocably consent/s to the right of the said Developers to revise and modify the building plan in respect of the said building from time to time without affecting the plans of the said Flat/Shop/Office.

Subject to what is stated herein, the said Developers shall always have a right to make additions, alterations, raise storeys or put up additional wings or structures as may be permitted by the MCGM, SRA and other competent authorities and shall be entitled to sell and/or dispose off the same in the manner they may deem fit without any consent or concurrence of the said Purchasers in future. The said Purchasers hereby expressly consents/consent to the same so long as the total area of the said Flat/Shop/Office and the specifications, amenities, fixtures and fittings are not reduced. The Consent of the said Purchasers herein shall be considered to be the Flat Holders consent as contemplated u/s. 7(1)(ii) of the Maharashtra Ownership Flats Act.

27. It is expressly clarified that the said Developers shall retain exclusive rights in the top most terrace and open spaces of the proposed new building (save and except attached to the individual Flat, if any) and the said Developers shall be entitled to deal and dispose of the same in such manner as they may deem fit and proper. In

the event, the said Developers obtain any permission from SRA or MCGM for construction of any type of Flat on the terrace of the said building/s the said Developers shall be entitled to deal with and dispose of such constructed Flat to any such person/s or parties at such rate and on such terms and conditions as they may deem fit and proper. The said Developers in such circumstances shall be entitled to allot the entire top floor of the building and the terrace and the structures built thereon to the buyers of such Flat or to retain the same with themselves. The said Purchasers shall not be entitled to raise any objection to accept such buyer as a member of the Society to be formed and registered.

28. It is also understood and agreed by and between the parties hereto that the terrace space in front of the and/or adjacent to the terrace premises that is pocket terrace attached to any of the flat premises in the said building, if any shall belong exclusively to the said Purchasers of such terrace and such terrace spaces are intended for exclusive use and occupation of the respective terrace purchaser/s. The said terrace shall not be enclosed by the terrace purchaser till the permission in writing is obtained from the concerned Local Authority and/or MCGM Authority and the said Developers and/or Society as the case may be and same may be enclosed at the risks, cost and consequences of the said Purchasers of such terrace only.

29. The Building to be constructed by the said Developers on the said land shall, at all times, be named as **"Om Palace"** and the said name shall not, at any time, be altered, without the prior written permission from the said Developers.

30. The said Developers shall be always deemed to have an exclusive and free of costs, charges or fees a license in perpetuity, to use terrace portion of the said Building for the purpose of putting up and/or erecting sign boards/advertisement boards/ hoardings /balloons / mobile phone towers etc., hereinafter for the sake of brevity referred to as "the said license". The said Purchasers hereby grants his/her/their unconditional and irrevocable consent to the said license granted to the said Developers as aforesaid. It is also clarified that the said Purchasers and Society/Organization shall not have any right, title or interest whatsoever to object to and/or have any claim in relation as to the said license in any manner whatsoever. It is specifically provided that the said Society/Organization and/or the said Purchasers shall not be permitted at any time to utilize any portion of the said land and/or the said Building for similar purpose for which the said license has been granted to the said Developers and Purchaser/s shall not have any claim of whatsoever nature to the same.

31. The said Purchasers along with other Purchasers of Flat/Shop/Office in the building shall join in forming and registering the Society or a Limited Company or an incorporated body to be known as **"Om Palace Co-operative Housing Society Limited"** or by the name which Developers may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and

the registration of the said Society/ Organization and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the said Developers within 07 days of the same being forwarded by the said Developers to the Flat/ Shop/Office Purchaser/s so as to enable Developers to register the Society/Organization of the Flat/Shop/Office purchaser/s under section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Rules, 1964. No Objection shall be taken by the said Purchasers if any changes or modifications are made in the draft bye-laws 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.

32. Unless it is otherwise agreed to by and between the parties hereto the said Developers shall, within four months of registration of the said Society/Organization, as aforesaid cause to be transferred to the said Society/Organization all the right, title and the interest of the said Developers of the said land together with the building/s by obtaining or executing the necessary Assignment of Lease/ Conveyance of the said building, in favour of the said Society/Organization, as the case may be such Assignment of Lease/ Conveyance shall be in keeping with the terms and provisions of this Agreement.

33. After completion of 12 months from the date of occupation and possession of the Flat, the said Purchasers shall be liable to bear and pay the proportionate share (i.e. in the proportion to the floor area of the said Flat/Shop/Office) of outgoings in respect of the said land and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government/ MCGM Authority, 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 said land and building. All outgoings whatsoever including for a sinking fund or for the maintenance and management of the said Society/Organization and share of stamp duty and registration charges payable if any by the said Society/Organization on the Assignment of Lease/Conveyance or any document or instrument of transfer in respect of the said land and the building to be executed in favour of the said Society/Organization. Until the said Society/Organization is formed and the said land and new building/s are transferred to it the said Purchasers shall pay to the said Developers such proportionate share of outgoings as may be determined. The said Purchasers further agrees that till the said Purchasers' share is so determined the said Purchasers shall pay to the said Developers provisional monthly contributions towards the outgoings. The amounts so paid by the said Purchasers to the said Developers shall not carry any interest and remain with the said Developers until a Assignment of Lease/ Conveyance is executed in favour of the said Society/Organization. Subject to the provisions of section 6 of the said Act, on such conveyance being executed, the aforesaid deposits (less

deduction provided in this Agreement) shall be paid over by the said Developers to the said Society/Organization, as the case may be. The said Purchasers undertakes/undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance or in advance for 12 months as the case may be and shall not withhold the same for any reason whatsoever.

34. The said Purchasers shall on or before delivery of possession of the said Flat/Shop/Office pay Rs._____/- (Rupees _____ only) towards the taxes, deposits and charges of following items. This amount is not refundable and not accountable.

a. Rs._____/- VAT Tax 1% and Rs. _____/- Service Tax 4.5% as per Agreement Value at the time of the Registration of this Agreement.

b. Rs.50,000/- towards Development, Infrastructure & Betterment Charges and other charges payable to SRA/MCGM.

c. Rs.15,000/- for Legal Charges.

d. Rs.5,000/- towards Share Money, Application Entrance Fee, etc. of the Society or Limited Company.

e. Rs.5,000/- towards costs, charges and expenses for Formation & Registration of the said Society/Organization.

f. Rs.12,000/- for Electricity Connection Deposit/Charges.

g. Rs.10,000/- for MGL Pipe Gas Connection Deposit/Charges.

h. Rs.12,000/- for Water Connection Deposit/Charges.

i. Rs.39,000/- towards Maintenance Charges for 12 Months in advance.

35. The transaction covered by this Agreement is at present not liable to tax, otherwise mentioned above, under any of the Central or State Government Tax Laws. If however, by reason of any amendment of the Constitution or enactment of any of the Central or State laws, this transaction is held to be liable to tax or tax on the inputs or on material or equipments used or supplied in execution of the building project in connection with this transaction is made applicable any time in future then the same shall be payable by the said Purchasers along with other Purchasers on demand at any time.

36. The said Purchasers himself/themselves with the intention to bring all persons into whosoever hands the Flat/Shop/Office may come, doth hereby covenant with the said Developers as follows :

a. To maintain the Flat/Shop/Office at his/her/their own cost and keep it in good tenantable repair and condition from the date of possession of the

Flat/Shop/Office is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Shop/Office is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change, alter or make addition in or to the building in which the Flat/Shop/Office is situated.

b. Pay to the said Developers within 07 days or upon demand by the said Developers, his/her/their share of security deposit or charges demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said Flat/Shop/Office is situated.

c. Till a Assignment of Lease/Conveyance of building in which Flat/Shop/Office is situated is executed, the said Purchasers shall permit the said Developers and their surveyors and agents, with or without workmen and others, at all reasonable time, to enter upon the said land and building or any part thereof to view and examine the state and condition thereof.

37. The said Developers shall maintain a separate account in respect of sums received by the said Developers from the Flat/Shop/Office Purchaser/s as advance or deposit sums received on account of the share capital for the promotion of the Co-operative Society or a company towards the outgoings, legal charges and shall utilize the amounts only for the purpose for which he has been received.

39. In the event of any dispute or difference arising between the parties hereto concerning the meaning or interpretation of these present or the rights and obligations of the parties hereto, the same shall be referred to an Arbitrator in accordance with the Indian Arbitration and Conciliation Act, 1996 and only Courts in Mumbai shall have jurisdiction to determine any question or dispute arising hereunder.

40. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and the Maharashtra Ownership Flats Rules, 1964 and any other provisions of law in force or to come in force that may be applicable thereto.

41. If any brokerage shall be payable from the side of Purchaser/s then the same shall be paid by the said Purchasers alone.

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

SCHEDULE I OF THE PROPERTY ABOVE REFERRED TO

ALL THOSE pieces and parcels of land or ground bearing

(i) Survey No.468, Hissa No.1 (Part) vide C.T.S. No.341, 341/1 to 4, in aggregate admeasuring 604.10 Square Meters as per Property Register Card;

(ii) Survey No.471, Hissa No.3 (Part) vide C.T.S. No.342, admeasuring 104.00 Square Meters as per Property Register Card;

(iii) Survey No.471, Hissa No.3 (Part) vide C.T.S. No.344, 344/1 to 16, in aggregate admeasuring 539.90 Square Meters as per Property Register Card; and

(iv) Survey No.471, Hissa No.3 (Part) vide C.T.S. No.345, 345/1 to 10, in aggregate admeasuring 336.00 Square Meters as per Property Register Card.

in aggregate Admeasuring 1584.00 Square Meters of the Revenue Village : Malad (South), Taluka : Borivali, District : Mumbai Suburban; within the Registration District and Sub-District of City of Mumbai and Mumbai Suburban; and situate, lying and being at Rajan Pada, Mittal College Road, Malad (West), Mumbai-400064; and more particularly described and delineated on the Plan hereto annexed.

SCHEDULE II OF THE PROPERTY ABOVE REFERRED TO

Flat No. _____ on ____ Floor admeasuring about 390 Square Feet Carpet Area equivalent to 36.00 Square Meters Carpet Area on "Ownership Basis" in the Free Sale building under construction to be known as **"Om Palace"** on the said Property bearing C.T.S. No. 341, 341/1-4, 342, 344, 344/1-16, 345 and 345/1-10 of Village Malad (South), Taluka Borivali, Mumbai Suburban District being at Snehal Sadan, Rajanpada, Mittal College Road, Malad (West), Mumbai-400064.

SIGNED AND DELIVERED by the)

Within named "Developers")

M/s P. G. Enterprises)

By & through its Partner)

Mr. Mukesh Ratilal Makwana)

in the presence of .....)

)

SIGNED AND DELIVERED by the)

Within named "Purchasers")

_____)

in the presence of .....)

RECEIPT

RECEIVED from withinnamed the said Purchasers _____ a sum of Rs._____/- (Rupees _____ only) by cash/cheque/pay order the details whereof are as under being earnest money/part payment/full consideration payable in respect of Flat No. _____ on _____ Floor in the proposed saleable Building viz. "Om Palace" situated at Mittal College Road, Malad (West), Mumbai-400064; as agreed to be sold on Ownership basis to the said Purchasers under this Agreement for Sale.

Date	Cheque No.	Amount	Bank Name
Total		Rs._____/- (Rupees _____only)	

Witnesses:

We say Received

For M/s P. G. Enterprises

Mr. Mukesh Ratilal Makwana

Partner