

AGREEMENT FOR SALE

**FOR FLAT/SHOP NO. [____] ON THE [____] FLOOR
IN TOWER/WING ____ OF THE PROPOSED BUILDING TO BE KNOWN AS
PROJECT - AJMERA MANHATTAN**

DATED _____, 202____

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made and executed at Mumbai, on this ____ day of _____ in the Christian Year Two Thousand and Twenty ____ (202____):

BETWEEN

AJMERA REALTY & INFRA INDIA LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and validly existing under the provisions of the Companies Act, 2013; bearing CIN L27104MH1985PLC035659 and having its registered office at Citi Mall, Link Road, Andheri (West), Mumbai 400 053, hereinafter referred to as "**the Promoter**", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **FIRST PART**;

AND

M/S. VIJAY NAGAR APARTMENTS, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 with the Registrar of Firms, Mumbai (Maharashtra); and having its principal place of business at Citi Mall, Link Road, Andheri (West), Mumbai 400 053, hereinafter referred to as "**the Confirming Party**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the present partners of the said firm and the partners of the said firm from time to time and their survivor/s and the heirs, executors and administrators of the last surviving partner) of the **SECOND PART**;

AND

Mr./Mrs. _____,

Mr./Mrs. _____,

Mr./Mrs. _____,

Indian Inhabitant/s, having his/her/their address at _____

_____;

OR

M/s. _____,
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a partnership firm registered under the provisions of the Indian partnership Act, 1932 having its principal place of business at

;

OR

M/s. _____ **Limited**, a company incorporated under the provisions of the Companies Act, 1956 and validly existing under the provisions of the Companies Act, 2013 bearing CIN [_____] and having its registered office at

;

OR

M/s. _____ **LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, bearing LLP Identification No. [_____] and having its registered office at

;

OR

M/s. _____ **HUF**, a Hindu Undivided Family, represented by its Karta and Manager Mr. _____, of Indian inhabitant having his address at _____;

hereinafter referred "**the Purchaser/s**", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include **(a)** in case of individual/s his/her/their heirs, executors, administrators and permitted assigns; **(b)** in

case of partnership firm/s, partner/s for the time being of the said firm, the survivor/s of them and the heirs, executors, administrators and permitted assigns of the surviving partner; **(c)** in case of a limited company or a limited liability partnership, its successors and permitted assigns; and **(d)** in case of an Hindu Undivided Family, its Karta, beneficiaries, members and coparceners and their survivors and the heirs, executors, administrators and permitted assigns of the last survivor) of the **OTHER PART**.

The Promoter, the Confirming Party and the Purchaser/s are hereinafter individually referred to as "**a Party**" and collectively as "**the Parties**".

WHEREAS:

A. The Promoter is seized and possessed of and otherwise well and sufficiently entitled to undertake the development of immoveable property being all that piece and parcel of land admeasuring 1,11,732.20 square meters or thereabouts and numbered as Sub-Plot A as per the layout sanctioned by the Municipal Corporation of Greater Mumbai (hereinafter referred to as "**MCGM**") on 26th May, 2009 and comprising of land bearing CTS Nos. 1A/1, 1A/2, 1A/3 and 1A/6 all of Village Anik, Taluka Kurla, in the registration Sub-District of Mumbai Suburban (hereinafter referred to as "**the said Land**"). The said Land is more particularly described in the **First Schedule** hereunder written and shown as marked in hatched lines on the Plan hereto annexed as **Annexure 'A'**.

B. The Promoter is entitled to the said Land in the following manner:

- i. One Ardheshir Shapurji Narielwala (hereinafter referred to as "**Ardheshir**") was the owner of and/or otherwise well and sufficiently entitled to and in possession of several pieces and parcels of land, hereditaments and premises in Village Anik, Taluka Kurla in Mumbai Suburban District and admeasuring in the aggregate approximately 90 Acres and 18 Gunthas equivalent to 3,66,038.46 square meters or thereabouts (hereinafter referred to as "**said Larger Property**").
- ii. The said Ardheshir by and under his last will and testament dated 18th March, 1933 appointed his wife Mrs. Behrozbai Narielwala, his two sons Mr. Navroji Ardheshir Narielwala, Mr. Phirojshah Ardheshir Narielwala and his son-in-law Mr. Navroji Rustomji Adenwala as the executrix, executors and trustee respectively of his will and testament dated 18th March, 1933.

The said Ardheshir died at Bombay on or about 9th day of November, 1937. The said will dated 18th March, 1933 was duly proved by the said executors. The said Behrozbai Narielwala and Navroji Rustomji Adenwala died at Bombay on or about 21st day July, 1947 and 23rd day of November, 1960 respectively.

- iii.* By a Deed of Transfer dated 27th November, 1972, (1) Navroji Ardheshir Narielwala and (2) Phirojsha Ardheshir Narielwala, (being the surviving executors of the will dated 18th March, 1933 of the said Ardheshir) transferred the said Larger Property to and in favour of (1) Navroji Ardheshir Narielwala (2) Phirojsha Ardheshir Narielwala (3) Rustomji Ardheshir Narielwala and (4) Shapurji Ardheshir Narielwala, (hereinafter collectively referred to as "**said Narielwalas**"). Accordingly, by virtue of the aforesaid Deed of Transfer dated 27th November, 1972, the said Narielwalas became the owners of the said Larger Property.
- iv.* By and under an Agreement dated 11th June, 1981 made by and between the said Narielwalas and the Confirming Party, the said Narielwalas have assigned, transferred all their right, title and interest in respect of the said Larger Property. Thus, by virtue of the said agreement dated 11th June, 1981 the Confirming Party acquired the entitlement to develop the said Larger Property.
- v.* The said Larger Property was sub-divided naturally into various smaller plots of land and such sub-divided plots were assigned separate CTS Numbers.
- vi.* Out of the total holding of the said Narielwalas in relation to the said Larger Property, a total area of 71 Acres and 26 Gunthas equivalent to 2,89,957.48 square meters was declared as non-surplus and was held as retainable land under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 (hereinafter referred to as "**the Retained Property**").
- vii.* By and under a Deed of Conveyance dated 29th August, 2000, made and executed by the said Narielwalas and the Confirming Party, the said Narielwalas sold, transferred and conveyed to and in favour of the Confirming Party, the Retained Property at and for the consideration and

on the other terms and conditions more particularly mentioned therein. The said Deed of Conveyance dated 29th August, 2000 is duly registered with the Sub- Registrar of Assurances at Mumbai under number BBJ-6892 of 2000. The said Deed of Conveyance dated 29th August, 2000 was rectified by and under a Deed of Rectification dated 18th October, 2000, wherein certain survey numbers, CTS numbers and areas of each subdivided plot comprising the Retained Property were rectified and clarified in greater detail. The said Deed of Rectification dated 18th October, 2000 is duly registered with the Sub-Registrar of Assurances at Mumbai under number BBJ-7773 of 2000.

- viii. In the circumstances, the Confirming Party became entitled to the Retained Property as the sole and absolute owner thereof.
- ix. The Confirming Party, one Ajmera Housing Corporation and one Ajmera Water "N" Amusement Park Private Limited came together and formed a partnership in the name and style of M/s. Anik Development Corporation for the purpose of development of the Retained Property; and accordingly development of the Retained Property was commenced by the said firm known as M/s. Anik Development Corporation.
- x. The said M/s. Anik Development Corporation was subsequently converted into a Private Limited Company (incorporated under the provisions of the Companies Act, 1956) known as Anik Development Corporation Private Limited (hereinafter referred to as "**ADCPL**"). Subsequently, ADCPL was amalgamated with Shree Precoated Steels Limited by virtue of an order dated 10th August, 2007 passed by the Hon'ble High Court of Judicature at Bombay in Company Petition Nos. 464 of 2007 and 465 of 2007.
- xi. Thereafter, the name of Shree Precoated Steels Limited was changed to Ajmera Realty & Infra India Limited (being the Promoter herein) and a fresh certificate of incorporation consequent upon change in name dated 5th May, 2008 was issued by the Registrar of Companies, Maharashtra stating therein that the name of the Promoter stands duly changed to Ajmera Realty & Infra India Limited.
- xii. The Promoter has pursuant to acquisition of the Retained Property,

commenced and completed development of the certain portions of the Retained Property and presently a residential complex popularly known as "**Bhakti Park**" stands constructed on such portion.

- xiii. The said Land viz. land now numbered as Sub-Plot A as per the layout sanctioned by the MCGM on 26th May, 2009; and bearing CTS Nos. 1A/1, 1A/2, 1A/3 and 1A/6 and admeasuring 3,022.20 square meters, admeasuring 97,434 square meters, admeasuring 6,753.3 square meters and admeasuring 4,522.70 square meters respectively and thus admeasuring in aggregate 1,11,732.20 square meters (as per the property register cards in respect thereof) all of Village Anik, Taluka Kurla in the registration district of Mumbai Suburban, form a part of the Retained Property. The Property Register Cards in respect of the said Land are annexed hereto and marked as **Annexures 'B' to 'E'** respectively.
- xiv. As per the Property Register Cards in relation to the said Land:
 - a. The land bearing CTS No. 1A/1 admeasuring 3,022.2 square meters in aggregate, an area admeasuring 200 square meters is shown as a protected forest (Mangroves) and the name of the Government of Maharashtra appears thereon as the holder thereof;
 - b. Out of the land bearing CTS No. 1A/2 admeasuring 97,434 square meters in the aggregate, an area admeasuring 2,900 square meters shown as a protected forest (Mangroves) and the name of the Government of Maharashtra appears thereon as the holder thereof to such extent;
 - c. The land bearing CTS No. 1A/3 admeasuring 6,753.3 square meters; and
 - d. The land bearing CTS No. 1A/6 admeasuring 4,522.7 square meters.
- xv. Accordingly, the Promoter is entitled to the Retained Property (including inter alia the said Land) as the sole and absolute owner thereof.

C. The Promoter has informed the Purchaser/s and the Purchaser/s has/have conducted site visits to the said Land and has ascertained that the said Land is bounded and fenced and that there are, in fact, no existing mangroves or forests on the Land. The Promoter has further informed the Purchaser/s that the Promoter

had made the requisite applications to the concerned authorities for deletion of the earmarking of the parts of the said Land as protected forest or mangroves and for consequent deletion of the name of the Government of Maharashtra from the relevant Property Register Cards and accordingly by letter dated 24th November, 2015 bearing no. 102A/2015/3866 issued by the Deputy Director Land Records (Konkan Region), Mumbai, the area of the part of the said Land as protected forest or mangroves was reduced to an area admeasuring 200 square meters with respect to CTS no. 1A/1 and an area admeasuring 2,900 square meters with respect to CTS no. 1A/2. A copy of the said letter dated 24th November, 2015 is annexed hereto and marked as **Annexure F'**.

D. Within the said Land, there are certain buildable reservations of a Market admeasuring 2,000 square meters and Dispensary, Maternity Home and Welfare Centre admeasuring 1,700 square meters affecting the said Land, as per the Development Plan remarks issued by the MCGM (hereinafter referred to as "**the said Reservations**") and which Reservations may be developed by the Promoter and/or its associate companies. In addition to the said Reservations, in order to undertake the development of the said Land, the Promoter is required to leave an open space area for Recreation Grounds, as per the applicable provisions of the Development Control and Promotion Regulations, 2034 for Greater Mumbai (hereinafter referred to as "**DCPR**"). The Promoter may hand over the area of the said Reservations out of the said Land (with or without construction, as the Promoter may deem fit and proper) to the MCGM or the Government of Maharashtra other concerned authorities and accordingly, for the purpose of such handing over certain parts of the said Land will be further sub-divided and the net area of the said Land would undergo changes pursuant to such handing over. The Promoter shall be solely entitled to the compensation receivable in lieu of such handover or surrender of the said Reservations with or without built amenity to the concerned authorities including any compensation by way of issuance of development potential by whatever named called including *inter alia* all Floor Space Index (hereinafter referred to as "**FSI**") and Transferable Development Rights (hereinafter referred to as "**TDR**") under the applicable provisions of the DCPR. In addition to the said Reservations, presently there are certain proposed reservations for Public Open Space and Natural area with respect to the said Land

as per the Development Plan remarks issued by the MCGM, and the Promoter has made the requisite applications to the MCGM and the concerned authorities for deletion of the same from the Development Plan remarks.

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E. Within the said Land there were previously proposed certain buildable reservation of ROS 1.5 (Public Open Space) admeasuring 13,878.5 square meters which as per the Excluded Portion of the applicable Development Plan was proposed to be deleted. The said Excluded Portion for deletion of the ROS 1.5 was deleted vide sanction dated 23rd November, 2020. There is also 2,656.0 square meter as natural area subject to demarcation. The said buildable reservation of Public Open Space is likely to be deleted and the Promoter may hereafter propose development/construction on such land area.

F. After considering the areas earmarked as protected forests, the area earmarked for the said Reservations and the area to be left as open spaces in the form of Recreation Ground, a certain net plot area is available for the purpose of construction on the said Land; and which net plot area is presently only tentative will undergo changes and stand increased in the event of deletion of the earmarking of the parts of the said Land as protected forest or mangroves and for consequent deletion of the name of the Government of Maharashtra from the relevant Property Register Cards as applied for by the Promoter. Accordingly, even as of today, not considering the area out of the said Land, which is erroneously earmarked as protected forests or mangroves as aforesaid and leaving aside the area of the said Reservations and the open space requirements for the Recreation Grounds, the said Land has certain development potential which can be consumed thereon; and on deletion of the earmarked as protected forests or mangroves, as aforesaid the development potential of the said Land would be further enhanced and be increased and become available for consumption on the said Land to the Promoter.

G. The MCGM has as aforesaid, already sanctioned the layout for construction on the said Land on or about 26th May, 2009, whereby considering the then available development potential of the said Land (which already stands increased as of the date hereof by virtue of the amendments to the DCPR), MCGM has sanctioned construction of 13 (thirteen) number of buildings on the said Land. Copies of the layout approval along with the plans thereof are already furnished by the Promoter to the Purchaser/s.

H. By and under an order dated 30th April, 2012 passed by the Collector, Mumbai Suburban District, tenure of part of land bearing CTS No. 1A/2 admeasuring 64,457.36 square meters and land bearing CTS No. 1A/3 admeasuring 6,753.3

square meters out of the said Land is changed from Agricultural to Non-Agricultural, subject to the terms and conditions mentioned therein.

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I. It is proposed that as per the layout sanctioned by the MCGM on or about 26th May, 2009, and pursuant thereto as per the building approvals obtained by the Promoter from time to time and further amendments thereto the Promoter would be constructing on the said Land in aggregate, 13 (thirteen) number of buildings viz. Building No.1, Building No.2, Building No.3, Building No.4, Building No.5, Building No.6, Building No.7, Building No.8, Building No.9, Building No.10, Building No.11, Building No.12 and Building No.13 (hereinafter referred to as "**the Total Proposed Buildings**").

J. The Promoter has proposed to develop the said Land in a phased manner and the Promoter has already constructed Building nos. 1 and 2 known as 'Zeon' and 'Treon' respectively on a part of the said Land bearing CTS No. 1A/2 from the Total Proposed Buildings (hereinafter referred to as "**the Completed Buildings**") and the MCGM has issued the occupancy certificates in respect of the Completed Buildings. Copies of the said occupancy certificates issued by the MCGM in respect of Building nos. 1 and 2 (viz. 'Zeon' and 'Treon' respectively) on the said Land are annexed hereto and marked as **Annexures 'G1' to 'G3'** respectively.

K. The Promoter, being desirous of putting up further construction on the said Land in the phased manner, had made applications to the MCGM for approval of plans in respect of Building no. 3 from the Total Proposed Buildings on the portion of the land bearing CTS no. 1A/2 forming part of the said Land (hereinafter referred to as "**the Proposed Building**") as per the applicable provisions of the Development Plan and the applicable DCPR framed under the provisions of the Maharashtra Regional and Town Planning Act, 1966. It is clarified that the term "**DCPR**" wherever the same appears in this Agreement shall mean and include the applicable development plan and the development control and promotion regulations, as may be applicable from time to time including any statutory re-enactment or modifications thereof and specific references to any particular provisions of the presently applicable DCPR shall mean and include references to any corresponding provisions of any statutory modification and/or re-enactment thereof of the DCPR.

L. It is clarified that the Promoter shall from time to time be making applications to the concerned authorities for the purpose of construction of the additional buildings (from the Total Proposed Buildings) as aforesaid for the purpose of

construction on the said Land.

M. It is further clarified by the Promoter that as per the notification dated 15th July, 2008, issued by the Urban Development Department of the Government of Maharashtra, under the provisions of the Maharashtra Regional and Town Planning Act, 1966, a portion of the land bearing CTS No. 1A/2 comprising the said Land, being a 50 meters wide strip, is designated as a buffer zone (hereinafter referred to as "**the Buffer Zone**"). Presently, as per the above referred notification, no construction is permitted on the Buffer Zone and it is likely that in the future the restriction may be relaxed and permission may be granted to the Promoter for construction in the Buffer Zone. In the circumstances, it is clarified that in the event if the requisite permission is obtained by the Promoter for putting up construction in the Buffer Zone, then and in such an event the Promoter may at its sole and absolute discretion do so by construction of additional structures/buildings or otherwise howsoever arising.

N. In the event if the restrictions pertaining to the construction in the Buffer Zone is relaxed and if the Promoter is permitted to put up construction on the area presently earmarked as the Buffer Zone, then the Promoter may at its discretion extend the podium of the Proposed Building and may construct additional towers/wings on such extended podium area as per the tentative layout of such extension of the Proposed Building as annexed hereto and marked as **Annexure 'H'**. The Promoter had initially also applied to and obtained from the State Environmental Impact Assessment Authority (hereinafter referred to as "**the SEIAA**"), the requisite environmental clearance by letter dated 21st March, 2013, with regard to the proposed development of building nos. 1 to 5 of the Total Proposed Buildings on the said Land and the same has been issued by the SEIAA subject to certain terms and conditions as more particularly set out therein. A copy of the said letter dated 21st March, 2013, is annexed hereto and marked as **Annexure 'I'**. Subsequently the Promoter has further applied to and obtained from the SEIAA, the requisite environmental clearance by letter dated 10th November 2020 with regard to the further proposed development on the said Land; and the same may be further revised and revalidated from time to time for the development of the said Land as per the applicable provisions of the DCPR. A copy of the said letter dated 10th November 2020, issued by SEIAA is annexed hereto and marked

as Annexure 'J'

O. The Promoter has also applied to and obtained from the Airports Authority of India (Western Region), the requisite NOC dated 10th May, 2018, for height clearance with regard to the proposed development on the said Land and the same has been issued by the Airports Authority of India (Western Region) subject to certain terms and conditions as more particularly set out therein. A copy of the said NOC dated 10th May, 2018, is annexed hereto and marked as Annexure 'K'. The said NOC was with different WGS coordinates and the Promoter shall hereafter be applying for and obtaining a revised NOC from the concerned aviation authorities for the proposed development on the said Land.

P. On the basis of application made by the Promoter to the MCGM for approval of plans in respect of the Proposed Building (viz. Building No. 3 on the portion of the land bearing CTS no. 1A/2 forming part of the said Land), the MCGM has thereupon approved such plans and has issued an Intimation of Disapproval dated 19th August, 2021 bearing no. P-5219/2020(1A/1 and Other)/M/W Ward/ANIK-W/ IOD/ 1/ Amend regarding the Proposed Building to be constructed on the said Land. A copy of the Intimation of Disapproval is annexed hereto and marked as Annexure L.

Q. Pursuant thereto, on the basis of an application made by the Promoter to the MCGM, the MCGM has issued a Commencement Certificate dated 30th December, 2021 and has thereby permitted the Promoter to commence construction of the Proposed Building on the said Land. A copy of the said Commencement Certificate dated 30th December, 2021 is annexed hereto and marked as Annexure 'M'.

R. The Promoter thus, proposes and intends to construct on the said Land, a multistoried building comprising of Wings A and B and each wing shall be comprising of 3 (three) levels/floors of basement plus ground/stilt plus mezzanine floor plus 8 (eight) levels/floors of podium plus 1 (one) level/floor comprising of club house/E-Deck level plus 35 (thirty five) upper floors being the Proposed Building, or such further additional floors or structures as may be approved to be constructed on the said Land as mentioned hereinafter. It is clarified that without prejudice to what is set out hereinafter in the event if the Promoter is permitted to put up construction of the land presently earmarked as the Buffer Zone (or any part thereof), then the Promoter desires to and may extend the podium of the

Proposed Building and may construct additional towers/wings on such extended podium area as per the tentative layout of such extension of the Proposed Building as annexed hereto and marked as Annexure 'H' and in addition to the amendments as per the tentative layout as reflected in Annexure 'H', there could also be a possible reduction/change in the number of floors of podiums, on account whereof, there may be a consequent change in the presently proposed club-house/e-deck level and parking levels in the Proposed Building and also an increase in the actual number of habitable floors from 35 (thirty-five) floors (as presently proposed) upto 40 (Forty) floors. It is further clarified that if only a part of the additional construction (presently proposed as per the tentative layout in Annexure 'H') is permitted by the MCGM in the Buffer Zone, then the Promoter may only carry out part of the additional construction to such extent as may be approved by the MCGM.

S. The Promoter has also disclosed to the Purchaser/s that:

- i. At present total FSI available for construction on the said Land as per the applicable provisions of DCPR is 3,77,096.00 square meters out of which, an FSI 1,41,438.7 square meters is already permitted to be consumed (as per the existing approved plans which were approved along with the Intimation of Disapproval) in the course of construction of the Proposed Building; and the balance FSI of 2,35,657.98 square meters (which is approvable as of the date, but not included in the approved plans) will be permitted for consumption on the said Land upon the Promoter acquiring and loading further FSI on the said Land, in the form of TDR and by payment of premium to the MCGM and the Government of Maharashtra and further compensatory fungible FSI will also be permitted for consumption on the said Land on payment of applicable premium to the MCGM and concerned authorities.
- ii. The aggregate size of the Proposed Building is presently envisaged by the

Promoter as Wings A and B and each wing shall be comprising of 3 (three) levels/floors of basement plus ground/stilt plus mezzanine floor plus 8 (eight) levels/floors of podium plus 1 (one) level/floor comprising of club house/E-Deck level plus 35 (thirty-five) upper floors. However, as per the presently approved plans, the Promoter is entitled to construct 3 (three) levels/floors of basement plus ground/stilt plus mezzanine floor plus 8 (eight) levels/floors of podium plus 1 (one) level/floor comprising of club house/E-Deck level plus 27 (Twenty Seven) upper floors in Wings A and B; and hereafter further approvals for construction of the further floors above the aforesaid floors which are already sanctioned and approved, will be obtained by the Promoter in phased manner.

- T.* It is clarified that the development potential available on the said Land and as may become available hereafter; the Promoter shall be applying for and obtaining permits/approvals for construction/extension of the Proposed Building on the said Land.
- U.* It is clarified that the stage wise or phase wise development and construction approvals as have been obtained and as shall be hereafter obtained by the Promoter, shall not be deemed to be a restriction or a fetter or a disentitlement on the ability and authority of the Promoter to apply for and obtain further approvals for construction on the said Land. Accordingly, pursuant to commencing construction of the Proposed Building and pursuant to the execution hereof, the Promoter shall be making additional applications to the MCGM and other concerned authorities from time to time for approvals for extension of the Proposed Building by adding floors therein or by construction on the said Land of the additional buildings form the Total Proposed Buildings or of additional structure/s as may be permissible so as to be able to effectively consume and utilise the entire development potential as may be available in respect of the said Land.
- V.* The Promoter has in accordance with the aforesaid approvals, commenced construction of the Proposed Building (viz. Building no. 3) on part of the said Land to be known as "**AJMERA MANHATTAN**". The development of and construction work on the said Land as undertaken by the Promoter in the manner aforesaid (pertaining to the Proposed Building) is hereinafter referred to as "**the Project**".

The term "***the Project***" wherever the same appears hereinafter shall include without limitation the entire project of construction of the Proposed Building on the portion of the land bearing CTS no. 1A/2 forming part of the said Land; and other structures and the entire development of the said Land, as envisaged by the Promoter. The Promoter reserves the right to change the name of the Proposed Building at any time prior to the completion of construction thereof and the Purchaser/s confirm/s that the Purchaser/s do/does not have any objection thereto.

W. The Promoter has registered the said Project of development and construction (limited to the Proposed Building) on the said Land under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**RERA**"), with the Maharashtra Real Estate Regulatory Authority, under registration no. **P51800032948**. A copy of the Project Registration Certificate issued by the Maharashtra Real Estate Regulatory Authority in respect of the said Project is annexed hereto and marked as **Annexure 'N'**. The Promoter has informed the Purchaser/s that the Promoter shall be registering the other buildings to be constructed by the Promoter in the layout of the said Land as separate and distinct real estate projects under the provisions of RERA.

X. The right and title of the Promoter to the said Land has been certified by M/s. Law Scribes, the Advocate & Solicitors of the Promoter, vide Report on Title dated 31st December, 2021, and a copy of the said Report on Title is annexed hereto and marked as **Annexure 'O'**.

Y. It is further clarified that although the Promoter has envisaged a broader scheme of development and construction on the said Land, as aforesaid, considering the fact that the MCGM has presently granted the approvals, as referred to hereinabove, and that under such approvals, only a part of the presently available development potential of the said Land is being utilised presently in the course of development and construction of the Proposed Building (from the Total Proposed Buildings); the Promoter shall from time to time accordingly be making applications to the MCGM for amendments to the approved plans and for issuance of further approval of plans and further Commencement Certificates or revalidation of the Commencement Certificate in terms of the amended plans such that the entire available

development potential of the said Land (as is available presently and as hereafter may become available) is completely consumed in the course of development and construction of the Proposed Building and/or of the additional buildings form the Total Proposed Buildings and/or additional structure/s on the said Land and accordingly, the plans for construction of the Proposed Building on the portion of the land bearing CTS no. 1A/2 forming part of the said Land are subject to further modifications. Presently, the Promoter has commenced construction on the said Land on the basis of the approvals obtained as of now and subsequent modifications will be done on the basis of the further development potential that is presently available but not utilised (under the existing provisions of the DCPR) and that may from time to time hereafter become available due to various factors and as per any statutory modifications, amendments or re-enactment of the DCPR.

AA. It is clarified that the Promoter has designed the foundation, piling and other aspects pertaining to the load bearing capacity of the Proposed Building as also made provisions for utilities, common areas and common facilities like water tanks, lifts, etc. in such manner that the same would support, withstand and bear the load of the extensions to the Proposed Building with a height of ground/stilt plus mezzanine floor plus 8 (eight) levels/floors of podium plus 1 (one) level/floor comprising of club house/E-Deck level plus 35 (thirty five) upper floors as is presently envisaged by the Promoter.

BB. It is further clarified that as per the approvals obtained the Promoter, only a part of the presently available development potential of the said Land is being utilized by the Promoter in the course of construction of the Proposed Building (viz. Building no. 3) and the Promoter shall from time to time be making applications to the MCGM for amendments to the approved plans and for issuance of further Intimations of Disapproval and further Commencement Certificates such that the entire available development potential of the said Land is completely consumed in the course of construction of the Total Proposed Buildings on the said Land and accordingly, the plans for construction of the Total Proposed Buildings (including *inter alia* the Proposed Building (viz. Building no. 3)) on the said Land are subject to further modifications. It is further clarified that in the course of construction of the Total Proposed Buildings (including *inter alia* the Proposed Building), the

Promoter shall be consuming on the said Land maximum permissible FSI (by whatever named called and in whatever manner available) and development potential as per the provisions of the DCPR (as the same may be modified from time to time or any statutory re-enactment thereof) including but not limited to the following:

- i. Entire development potential available for consumption on the said Land by way of the FSI emanating from the said Land in the form of base land FSI, which can be consumed free of costs thereon;
- ii. Entire development potential available for consumption on the said Land by way acquiring of FSI by way of payment of premium to the Government of Maharashtra or any other statutory authorities including but not limited to the MCGM including *inter alia* the premium FSI under the presently applicable Regulations the DCPR;
- iii. Entire development potential available for consumption on the said Land by way of loading TDR on the said Land (if and when the same is permitted) including *inter alia* in accordance with presently applicable Regulations of the DCPR;
- iv. Entire development potential by way of FSI or TDR as may become available to the Promoter for utilization on the said Land by virtue of the Promoter handing over any reserved areas (including *inter alia* the said Reservations) forming part of the said Land to the MCGM or the Government of Maharashtra or to any other concerned authorities;
- v. Entire development potential available for consumption on the said Land by acquiring of compensatory fungible FSI or FSI for construction of the compensatory fungible area (by whatever name called) including *inter alia* as available under the presently applicable Regulations of the DCPR.

CC. Accordingly, the Promoter has commenced construction and development of the Proposed Building on the portion of the land bearing CTS no. 1A/2 forming part of the said Land comprising of various units which would be capable of being used *inter alia* as residential flats and shops.

DD. The Promoter has entered into an Agreement as prescribed by the Council of Architects appointing the Architects/licensed surveyor, M/s. H S Thakker & Associates, and has also appointed M/s. J W Consultant, as structural engineer/designers for preparing structural design and drawings and specifications of the Proposed Building. The Purchaser/s accept/s the professional supervision of the said Architects and the said Structural Engineer till the completion of the Proposed Building, unless otherwise changed by the Promoter.

EE. The Promoter has informed the Purchaser/s that:

- i.* By and under an Indenture of Mortgage dated 23rd August, 2018 made and executed by the Promoter in favour of ICICI Bank Limited (hereinafter referred to as "**ICICI Bank**") and registered with the Sub-Registrar of Assurances at Kurla No. 5 under no. KRL5-11614-2018 (hereinafter referred to as "**the ICICI Mortgage Deed**"), the Promoter has created a mortgage in favour of ICICI Bank inter alia in respect of certain portions the said Land (the area thereof is reflected in the ICICI Mortgage Deed as 72,778.90) including the development potential thereof; and the structures to be constructed thereon for the purposes of securing certain financial obligations of the Promoter.
- ii.* By and under another Indenture of Mortgage dated 28th December, 2018, made and executed by the Promoter in favour of Housing Finance Development Corporation Limited (hereinafter referred to as "**HDFC**") and registered with the Sub-Registrar of Assurances at Kurla No. 1 under no. KRL2-15257-2018 (hereinafter referred to as "**the HDFC Mortgage Deed**"), the Promoter has created a mortgage in favour of HDFC inter alia in respect of certain portions of the said Land (the area thereof is reflected in the HDFC Mortgage Deed as 72,778.90 sq.mtrs.) and the structures to be constructed thereon for the purposes of securing certain financial obligations of the Promoter.
- iii.* It is clarified that the mortgages held by ICICI Bank and HDFC ranked pari passu without any preference or priority over one another.

FF. By and under a Deed of Reconveyance dated 25th November, 2021, made and executed by and between ICICI Bank and the Promoter a portion of the property mortgaged under the ICICI Mortgage Deed being “*Project Manhattan having 52,500 square meters along with proportionate share of land underneath of 3,850 square meters situate at sub plot A bearing CTS No. 1A/2....*”. The said Deed of Reconveyance is registered with the Sub-Registrar of Assurances Kurla No. 5 under no. KRL5-17523-2021.

GG. By and under another Indenture of Mortgage dated 1st December, 2021, made and executed by the Promoter and the Confirming Party in favour of HDFC and registered with the Sub-Registrar of Assurances at Kurla No. 5 under no. KRL5-17973-2021 (hereinafter referred to as “**the HDFC Further Mortgage Deed**”), the Promoter has created a mortgage in favour of HDFC inter alia in respect of certain portions of the said Land (the area thereof is reflected in the HDFC Further Mortgage Deed as 3850 sq. mtrs.) and the structures to be constructed thereon along with the development potential and receivables for the purposes of securing certain financial obligations of the Promoter.

HH. The Purchaser/s has/have approached the Promoter for acquiring a [residential flat/Shop] in the Proposed Building, as more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as “**the said Unit**”). The said Unit is shown as marked in hatched lines on the floor plan annexed hereto as **Annexure 'P'**.

II. By and under a letter dated [_____] issued by HDFC to the Promoter, HDFC has confirmed that it has no objection to the Promoter agreeing to sell the said Unit in favour of the Purchaser, subject to the term and conditions set out therein. Annexed hereto and marked as **Annexure 'Q'** is a copy of the said letter dated [_____] issued by HDFC.

JJ. The Promoter is in the process of entering into several agreements similar to this Agreement with several Parties who may agree to take and acquire premises in each of the Total Proposed Buildings on ownership basis, subject to such modifications as may be deemed necessary, considerable, desirable or proper by

the Promoter, with a view that ultimately the purchasers/occupants of the various premises in each of the Total Proposed Buildings including *inter alia* the Proposed Building (viz. said Building No. 3) shall form a Co-operative Housing Society or a Condominium of Apartment Owners or a Limited Company, to whom the management and maintenance of the respective Proposed Building would be handed over (hereinafter referred to as "**the Proposed Legal Entity/Entities**"). As regards the Proposed Legal Entity/Entities to be formed in respect of the Proposed Building, the Promoter may at its sole discretion either form one single body/organization of the flat/shop/premises holders of the entire Proposed Building i.e. the Proposed Legal Entity (formed for both Wings A and B) or two separate bodies/organizations of flat/shop/premises holders for each of the wings of the Proposed Building i.e. Proposed Legal Entities (formed one for Wing A and another for Wing B). It is clarified that the Proposed Legal Entities in respect of each of the Total Proposed Buildings shall be formed only for the purpose of effective management and maintenance of the respective Proposed Buildings and the amenities and common areas therein. Pursuant to completion of the entire development of the said Land all the Proposed Legal Entities shall form an apex body of Proposed Legal Entities, (which may be a co-operative housing society formed under the provisions of the Maharashtra Co-operative Societies Act, 1960 or a Limited Company formed under the provisions of the Companies Act, 2013) (hereinafter referred to as "**the Proposed Apex Body**") and ultimately, the balance area of said Land after deduction of the areas of the said Reservations, together with each of such Proposed Buildings standing thereon will be conveyed to the Proposed Apex Body, after completion of the entire project of development (by using and consuming the entire development potential of the said Land as contemplated and envisaged by the Promoter and as set out herein) in accordance with Clause [12] hereof. It is clarified that even after such conveyance in favour of the Proposed Apex Body, the responsibility of management and maintenance of each of the Total Proposed Buildings and amenities therein shall continue to be enjoined upon the respective Proposed Legal Entities. In the alternative, if the Promoter so desires, the Promoter may not form the Proposed Apex Body but convey each of the respective Proposed Buildings including *inter alia* the Proposed Building herein (viz. said Building No. 3) together with undivided interest in the land comprised in

the said Land (on a pro-rata proportionate basis viz. in proportion to the FSI consumed in the construction of each of the respective Proposed Buildings vis-à-vis the total available and consumed FSI for construction on the said Land) to and in favour of the respective Proposed Legal Entities. Each of the respective Proposed Legal Entities shall be liable to contribute amounts for such management and maintenance of the common layout amenities on a pro-rata proportionate basis viz. in proportion to the FSI consumed in the construction of each of the respective Proposed Buildings vis-à-vis the total available and consumed FSI for construction on the said Land. The Purchaser/s has/have taken inspection of all the documents of title relating to the said Larger Property, the Retained Property and the said Land and all documents, applications, permissions, approvals and sanctions referred to in this Agreement and all documents incidental thereto and the Purchaser/s has/have satisfied himself/herself/themselves about the entitlement of the Promoter to develop the said Land by construction *inter alia* of the Proposed Building (viz. said Building No.3) and the other building of The Total Proposed Buildings thereon and to enter into these presents. The Purchaser/s hereby further agree/s and confirms that he/she/they will not raise any dispute in respect thereof at any point of time either now or in the future also.

KK. The Purchaser/s has/have demanded and has also taken inspection of the Project Registration Certificate issued by issued by Maharashtra Real Estate Regulatory Authority, layout sanctions, N. A. order, the Intimation of Disapproval and Commencement Certificate issued by the MCGM, and the old approvals issued by the MCGM, applications made by the Promoter for the purpose of deletion of the earmarking of the parts of the said Land as protected forest or mangroves and for consequent deletion of the name of the Government of Maharashtra from the relevant Property Register Cards and other incidental documents referred to above, the plans as are proposed to be submitted by the Promoter to the concerned authorities for approval and other relevant documents and papers including *inter alia* the Municipal Assessment Bills, City Survey Records, 7/12 extracts, Property Register Cards and all other documents required to be furnished to the Purchaser/s by the Promoter under RERA and the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (hereinafter

referred to as "**the RERA Rules**") as well as under the provisions (to the extent applicable) of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "**MOFA**") and the Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management and Transfer) Rules, 1964 (hereinafter referred to as "**the MOFA Rules**"); and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after being aware of all the facts and after inspecting the aforesaid and other relevant documents and papers in respect of the said Land and the said Project.

LL. The Purchaser/s has/have also reviewed all documents uploaded by the Promoter pertaining to the Project on the website of the Maharashtra Real Estate Regulatory Authority and has/have read and understood the contents thereof.

MM. The Purchaser/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Promoter; and is/are aware that some of such conditions and/or obligations shall require compliance in continuity by the Purchaser/s and/or the respective Proposed Legal Entities even after the development and construction of the Proposed Building is completed and after the management of the Proposed Building is handed over to the respective Proposed Legal Entities as aforesaid; and the Purchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations.

NN. In the circumstances aforesaid, pursuant to negotiations between the Parties, the Purchaser/s has/have agreed to purchase and acquire from the Promoter and the Promoter has agreed to sell to the Purchaser/s, the said Unit on the terms and conditions herein contained.

OO. The Parties are desirous of reducing to writing the terms and conditions agreed upon between themselves as hereinafter appearing.

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

1. RECITALS TO FORM AN INTEGRAL PART:

The Recitals, Schedules and Annexures to this Agreement shall form an integral part of this Agreement and are not repeated in the operative part only for the sake of brevity and the same should be deemed to be incorporated in the operative part also as if the same were set out hereinafter and reproduced verbatim.

2. PROMOTER TO CONSTRUCT THE PROPOSED BUILDING:

The Promoter shall construct and develop the Proposed Building (viz. Building No. 3) and the additional structure/s/wings as recited above, presently proposed to be comprising of 2 (two) wings and the number of floors as specified in the Recitals above; and further comprising of such additional wings or floors as may be sanctioned hereafter by the concerned authorities (by virtue of increase in the FSI or any additional FSI becoming available for consumption on the said Land as recited above or otherwise howsoever) on a portion of the said Land in accordance with the plans, designs, specifications approved by the MCGM and any other concerned local authorities and which may further be approved hereafter by the concerned local authorities (for the additional floors or additional structures or additional wings or additional buildings as stated above) and which sanctioned plans as well as the presently envisaged plans have been seen and approved by the Purchaser/s, with such further variations therein as the Promoter may consider necessary or expedient or as may be required by the concerned local authority/the Government to be made in them or any of them.

3. TRANSACTION:

- 3.1 In consideration of the aggregate amount as mentioned in **Annexure 'R'** hereto (hereinafter referred to as "**the Purchase Price**") agreed to be paid by the Purchaser/s to the Promoter (exclusive of all fees, charges, taxes, cesses, levies, etc. and other amounts as specifically mentioned herein) in

the manner and installment/s as contained in Annexure 'R' hereto and in consideration of the Purchaser/s agreeing to pay to the Promoter the other amounts as hereinafter mentioned and in further consideration of the Purchaser/s agreeing to abide by the terms, conditions, covenants herein set out and on the part of the Purchaser/s to be observed, performed or complied with, the Promoter hereby, with the consent and confirmation of the Confirming Party, agrees to sell to the Purchaser/s and the Purchaser/s hereby agree/s to purchase from the Promoter, the said Unit as more particularly described in the **Second Schedule** hereunder in the Proposed Building being constructed on the portion of the land bearing CTS no. 1A/2 forming part of the said Land together with all rights of and incidental thereto and together with the right to use and enjoy the limited common areas and facilities and the common areas and facilities in common as specified in **Part A** and **Part B** respectively of the **Third Schedule** hereunder written (all of which aforesaid rights and entitlements of the Promoter agreed to be sold hereunder are hereinafter collectively referred to as "**the said Premises**").

- 3.2 It is agreed between the Parties hereto that a notice/intimation forwarded by the Promoter to the Purchaser/s stating that a particular stage of construction is being commenced or is achieved or is completed shall be sufficient proof that a particular stage of construction is being commenced or achieved or completed (as the case may be) for the purpose of making payment of the installment of the Purchase Price, as per Annexure 'R' hereto. The Promoter is not bound and shall not be called upon or required to give any further notice or intimation requiring any such payment; and non-furnishing of any further particulars or non-issuance of any further notice or intimation, shall not be pleaded by the Purchaser/s as an excuse for non-payment of any amount/s due on the respective due dates or events.
- 3.3 The said amount of the Purchase Price referred to hereinabove excludes all taxes (comprising inter alia of tax paid or payable by the Promoter by way of Goods and Services Taxes and Cess and any other similar taxes, which may be levied or payable by the Promoter, in connection with the construction and development of the Proposed Building and carrying out the Project) up

to the date of handing over possession of the said Unit, as elaborated herein below.

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3.4 The said amount of Purchase Price is non-escalatory, save and except in the event of any increase in the development charges or any other charges or taxes payable by the Promoter to MCGM or any other governing authorities. In the event of such escalations in the Purchase Price as a result of the aforesaid events, then the Promoter shall enclose a copy of the relevant notifications, circulars, etc. together with the demand letter issued by the Promoter to the Purchaser/s for the escalated Purchase Price.

3.5 The Promoter may allow, in its discretion a rebate for early payments of the installments of the Purchase Price payable by the Purchaser/s by discounting such early payments at the Agreed Interest Rate per annum for the period by which the respective installment has been preponed. Such rebate shall be provided to the Purchaser/s only if mutually agreed upon between the Parties in writing. The provision for allowing rebate and the rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Promoter. The term "***Agreed Interest Rate***" wherever the same appears in this Agreement shall be deemed to be a reference to the Interest Rate as mentioned in Rule 18 of the RERA Rules.

3.6 It is clarified that the amount/quantum of the Purchase Price as mentioned in Annexure 'R' is arrived at and agreed upon between the Parties after considering the installments (and milestones) for payment of the Purchase Price as set out in Annexure 'R' hereto; and accordingly, the installments (and milestones) for payment of the Purchase Price, as set in Annexure 'R' hereto have been mutually agreed upon at after considering and negotiating the quantum of the Purchase Price, as arrived at and recorded herein. The Purchaser/s shall not by virtue of making timely payment of the installments of the Purchase Price (as per Annexure 'R' hereto) seek to claim or be entitled to claim any rebate or discount on the Purchase Price pursuant to Clause [3.5] hereof.

4. DEFAULT OR FAILURE IN PAYMENT OF PURCHASE PRICE:

Notwithstanding anything contained in this Agreement, it is specifically agreed that:

4.1 The time for making payments of the installments as mentioned in Annexure 'R' and of the other amounts as mentioned in this Agreement is strictly of

the essence of this contract and any delay by the Purchaser/s in making the said payment/s shall forthwith render this Agreement voidable at the sole and exclusive option of the Promoter without any further act and/or reference and/or recourse to the Purchaser/s and in the event of the Promoter so treating this Agreement void, the Promoter shall be entitled to forfeit 10% (Ten Percent) of the total Purchase Price (excluding any taxes or stamp duty, interest at the Agreed Interest Rate on delayed and unpaid installments or other amounts) from the amounts till then received by the Promoter from the Purchaser/s; and thereupon the Promoter shall also be free and entitled in its own right to deal with the said Unit and the Promoter's rights therein, in any manner as the Promoter in its sole discretion deems fit and proper, without any reference and/or payment whatsoever to the Purchaser/s; and without the requirement of obtaining any orders of declaration of termination from any Courts; and without the requirement of execution of any document or deed of cancellation.

4.2 A termination letter issued by the Promoter to the Purchaser/s regarding such termination shall effectively terminate this Agreement; and thereupon the Purchaser/s shall have no right, title, interest, share, claim or demand in to or upon the said Premises and/or any part thereof and/or otherwise against the Promoter in any manner whatsoever and howsoever arising. The Purchaser/s hereby undertake/s with the Promoter that in such an event of termination, the Purchaser/s shall forthwith handover the original registered set of this Agreement to the Promoter. The refund pursuant to the termination as provided in Clause [4.1] shall be made by the Promoter to the Purchaser/s (without any interest thereon) within 3 (three) months of the sale by the Promoter of the said Unit to a third party or completion of the construction of the entire Proposed Building (viz. Building no. 3), whichever is earlier. The amount of refund in such an event shall further be subject to deduction of any taxes paid and other amounts expended by the Promoter pursuant to this Agreement (including inter alia any brokerage charges, stamp duty, registration charges or taxes paid by the Promoter in pursuance of the transaction recorded in this Agreement); and other amounts payable by the Purchaser/s hereunder as may be payable up to the date of

termination, as well as the costs incurred by the Promoter in finding a new willing acquirer/transferee who may acquire the said Unit (including but not limited to brokerage charges as may be incurred by the Promoter in that behalf). It is clarified that in the event if the Purchaser/s has/have obtained a housing finance or loan from any bank or financial institution by offering the rights of the Purchaser/s under this Agreement or the said Premises, then and in such an event, the refund pursuant to this Clause, shall be made by the Promoter directly to the lender from whom the Purchaser/s may have obtained such housing finance or loan and balance amount, if any refundable, shall be paid by the Promoter to the Purchaser/s.

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4.3 The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Promoter/its transferee/s/allottee/s/nominee/s and/or otherwise in to upon the said Premises in such an event **PROVIDED HOWEVER THAT** the Promoter shall not exercise the aforesaid right of termination unless and until a notice of 15 (Fifteen) days demanding payment of the due installment is given to the Purchaser/s and even thereafter, the Purchaser/s fail to make payment of the relevant installment **PROVIDED FURTHER THAT** strictly without prejudice to the aforesaid, the Promoter in its sole and absolute discretion may, instead of treating this Agreement void as aforesaid, permit the Purchaser/s to pay the said installments after their respective due dates but after charging interest thereon at the Agreed Interest Rate on such outstanding amounts (from the date such amount/s has/have become due to be paid by the Purchaser/s till the date of actual payment thereof).

4.4 In the event of any delayed payment being received by the Promoter from the Purchaser/s, the Promoter shall notwithstanding any instructions to the contrary by the Purchaser/s accompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Purchaser/s in respect of the delayed payment and thereafter towards the principal amount of the delayed payment.

5. PROMOTER TO COMPLY WITH APPROVALS AND STATUTORY CONDITIONS:

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions and restrictions, if any, which may have been imposed by the MCGM and other concerned local authorities at the time of sanctioning the plans or thereafter in relation to the said Land.

6. DECLARATION AS TO DEVELOPMENT POTENTIAL:

The Promoter hereby declares that the FSI at present available for consumption/utilisation in respect of the said Land as per the presently applicable provisions of the DCPR is 3,77,096.00 square meters and that no part of the FSI has been utilized by the Promoter elsewhere for any purpose whatsoever. In case the said FSI has been used by the Promoter elsewhere,

then the Promoter shall furnish to the unit purchaser, all the detailed particulars in respect of such utilization of the said floor space index by the Promoter. The Promoter has already disclosed to the Purchaser/s that additional FSI shall be utilised by the Promoter in the course of construction of the Total Proposed Buildings (including the Proposed Building) on the said Land in the manner as recited above. Accordingly, nothing contained in this Clause or otherwise in this Agreement shall be deemed to be a restriction on the ability of the Promoter to consume any additional FSI as may hereafter become available for consumption on the said Land till the date of execution of the Proposed Conveyance (*as defined hereinafter*) in favour of the Proposed Legal Entities or the Proposed Apex Body as elaborated in Clause [12] hereof.

7. PLANNING AND DESIGN SUBJECT TO AMENDMENTS AND CHANGES:

- 7.1 The planning and design of the said Unit, is subject to amendments and changes as may be stipulated by the MCGM, Government, local authority and as per the requirements of the Promoter.
- 7.2 The Purchaser/s hereby further agree/s and covenant/s with the Promoter to render full co-operation to the Promoter and to sign and execute all papers and documents, in favour of the Promoter or otherwise as may be necessary for the purpose of enabling the Promoter to construct the Proposed Building (including the additional floors therein as aforesaid) or to construct additional buildings from the Total Proposed Buildings or to put up additional construction on the said Land, as stated in this Agreement and in particular the Recitals hereof, in accordance with the approvals or such other plans, with such additions and alterations, as the Promoter may in its sole and absolute discretion deem fit and proper and/or for the purpose of applying for and/or obtaining the approval or sanction of the MCGM or any other appropriate authorities in that behalf as well as for the approval or sanction relating thereto. The Purchaser/s hereby further agree/s and give/s his/her/their specific irrevocable consent to the Promoter to carry out such amendments, alterations, modifications or variations in constructing the said Unit and the Proposed Building on the portion of the land bearing CTS no. 1A/2 forming part of the said Land and/or to the layout plan and/or to the building plans (whether or not

envised and/or proposed to be constructed at present), however, the aggregate area/size of the said Unit agreed to be acquired by the Purchaser/s is not in any manner reduced, beyond the Agreed Variation Limit, as set out hereunder **PROVIDED THAT** the Purchaser/s shall not object to any variations in the dimensions or location of the said Unit as may be necessitated by such amendments, alterations, modifications or variations in constructing the said Unit **PROVIDED FURTHER THAT** it is possible that the areas of the said Unit may undergo certain minor changes due to construction related exigencies and change in dimensions of the said Unit; and accordingly the Parties agree and acknowledge that a change/variation in such areas up to 3% (plus or minus) in the said Unit is acceptable to each Party (hereinafter referred to as "**the Agreed Variation Limit**").

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7.3 In the circumstances, if the carpet area of the said Unit is less than what is set out in this Agreement, (subject to such reduction being within the Agreed Variation Limit) then the Promoter shall be liable to refund to the Purchaser/s an amount out of the Purchase Price, which is proportionate to the reduced carpet area of the said Unit. Similarly, if the carpet area of the said Unit is more than what is set out in this Agreement, (subject to such increase being within the Agreed Variation Limit), then the Purchaser/s shall be liable to pay to the Promoter an additional amount towards the Purchase Price, which is proportionate to the increased carpet area of the said Unit; and such increased amount shall be paid by the Purchaser/s to the Promoter along with the next due installment of the Purchase Price or at the time of the Promoter offering to put the Purchaser/s in possession of the said Unit, whichever is earlier. It is clarified that in the event if any amounts as are payable by the Promoter to the Purchaser/s (due to reduction in the carpet area as aforesaid) then the Promoter shall either: *(i)* refund the amount that is payable to the Purchaser/s prior to handover of possession of the said Unit to the Purchaser/s (without any interest thereon); or *(ii)* appropriate the same, at the Promoter's own discretion under any head/s of the outstanding due/s payable by the Purchaser/s to the Promoter, without requiring any prior consent from the Purchaser/s.

7.4 It is clarified that the Purchaser/s is/are not concerned with the other buildings forming part of the Total Proposed Buildings (other than the said Building No. 3) and the Promoter shall have complete autonomy in the course of construction, planning, design and location of the such other buildings forming part of the Total Proposed Buildings and this Clause shall at all times operate as the Purchaser/s irrevocable no objection and consent in that behalf.

8. DESCRIPTION OF INTERNAL FIXTURES:

8.1 It is expressly agreed that the said Unit shall contain specifications, fixtures, fittings, and amenities as set out in Annexure 'S' hereto (hereinafter referred to as the "**said Internal Fixtures**") and the Purchaser/s confirm/s that the Promoter shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Unit. It is specifically agreed

between the Parties hereto that the Promoter shall have the right to change/substitute the said Internal Fixtures in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Promoter.

- 8.2 If any change in the Internal Fixtures, as aforesaid, becomes necessary, the Promoter shall be entitled to choose the substitutes and/or alternatives

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thereof in its absolute discretion to enable the Promoter to offer possession of the said Unit on the specified date. The Promoter shall however make endeavors to ensure that such substitutes and/or alternatives are similar to the fixtures/amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible. The Purchaser/s agree/s not to claim any rebate and/or discount and/or concession in the Purchase Price on account of such change/substitution.

8.3 It is further clarified that the Internal Fixtures are not manufactured or produced by the Promoter and that the same are sourced from third party vendors/suppliers. Some of the Internal Fixtures may be acquired under warranties and others may not have any warranties and the Promoter shall not be responsible to repair and/or replace the same. Accordingly, once possession of the said Unit with the Internal Fixtures is handed over by the Promoter to the Purchaser/s, thereafter in case of to any operational issues or malfunctioning of the Internal Fixtures, the Purchaser/s shall not hold the Promoter responsible and/or liable for repairs or replacement thereof; and the Purchaser/s shall make appropriate claims only against the supplier/manufacturer thereof, as per the terms of the respective warranties of the respective Internal Fixtures (if applicable). Accordingly, the defect liability obligation of the Promoter as set out in the first proviso to Clause [20.6] hereof shall not be applicable to the Internal Fixtures and the same shall pertain only to the construction of the Proposed Building.

9. COMMON AREAS AND FACILITIES:

It is expressly agreed that the Purchaser/s along with the other purchasers/occupants of premises in the Proposed Building shall be proportionately entitled to use, occupy and enjoy the common areas and facilities in the Proposed Building and the nature, extent and description of such common areas and facilities which the Purchaser/s will proportionately enjoy in the common areas and facilities is set out in **Part A (Limited Common Areas)** and **Part B (Common Areas)** of the **Third Schedule** hereunder written. The Purchaser/s shall not claim use or entitlement to use any other areas in the Proposed Building on the ground that the same are approved as common areas

in the approved plans; and the only common areas that the Purchaser/s is/are expecting to use/enjoy and shall be entitled to use/enjoy are as set out in the Third Schedule, subject to what is set out therein.

10. PURCHASER/S' SATISFACTION ON TITLE:

10.1 The Purchaser/s is/are aware that the Promoter has acquired title to the said Land in the manner as recited hereinabove; and the Purchaser/s hereby acknowledge/s that the Promoter has made a full and true disclosure of the nature of its rights to the said Land. The Purchaser/s has/have independently inspected and verified the title deeds and all papers and documents hereinabove recited and has/have fully satisfied himself/herself/ themselves about the title of the Promoter to the said Land and the entitlement of the Promoter to develop the said Land by construction of the Total Proposed Buildings (including *inter alia* the Proposed Building) and enter into these presents and the Purchaser/s shall not be entitled to further investigate the title of the Promoter to the said Land or the entitlement of the Promoter to undertake the development and construction of the same and/or be entitled to make any requisition or raise any objection with regard to any other matters relating thereto. The Purchaser/s has/have also taken inspection of the orders and approved plans, Intimation of Disapproval, Commencement Certificate and other approvals as are already issued by the MCGM and other relevant documents and papers required to be furnished by a promoter/developer to a purchaser including the municipal assessment bills, city survey records and other documents mentioned in RERA, RERA Rules and to the extent as applicable under the provisions of MOFA and MOFA Rules; and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after inspecting and understanding the aforesaid documents and papers. The Purchaser/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Promoter and is/are aware and acknowledge that some of such conditions and/or obligations shall require compliance in continuity even after the development and construction of the Proposed Building is completed and after the management of the Proposed Building is

handed over to the Proposed Legal Entity/Entities, as provided hereinafter, and the Purchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations.

10.2 The Promoter has informed the Purchaser/s herein and the Purchaser/s is/are specifically made aware that for the purpose of construction of the Total Proposed Buildings (including inter alia the Proposed Building), the Promoter has availed of a loan/financial assistance from ICICI Bank and HDFC in the manner as set out in Recital [EE]. However, vide the Deed of Reconveyance Dated 25th November, 2021 (referred to in Recital [FF]), ICICI Bank has reconveyed a part of the security originally created in favour of ICICI Bank as aforesaid.

11. PURCHASER/S TO CO-OPERATE IN FORMATION OF THE PROPOSED LEGAL ENTITIES:

The Purchaser/s at his/her own costs (to be borne proportionately) along with the other premises holders in the Proposed Building, shall co-operate with the Promoter in formation of the respective Proposed Legal Entities in respect of each of the Total Proposed Buildings including inter alia the Proposed Legal Entity/Entities in respect of the Proposed Building (viz. Building No. 3) and shall join in as member/s of the Proposed Legal Entity/Entities formed in of the Proposed Building. For the said purposes of being admitted as member/s of the Proposed Legal Entity, the Purchaser/s shall 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 such Proposed Legal Entity and for becoming member/s thereof (including the bye-laws of such Proposed Legal Entity) and shall duly fill in sign and return the same to the Promoter within 7 (seven) days of the such documents being forwarded by the Promoter to the Purchaser/s so as to enable Promoter to Register the Proposed Legal Entity viz. organization of the purchaser/s/premises holders of the Proposed Building under Section 4 of RERA and under Section 10 of MOFA

within the time limit prescribed by Rule 9 (2) of RERA Rules and to extent as applicable under Rule 8 of MOFA Rules.

12. FORMATION OF THE PROPOSED LEGAL ENTITIES AND TRANSFER OF TITLE:

12.1 Pursuant to completion of the entire development of the entire said Land viz. once construction of all the buildings forming part of the Total Proposed Buildings (including inter alia the Proposed Building) and any additional floors/wings/structures as recited above is completed and all the Proposed Legal Entities in respect of all the Proposed Buildings/Wings there are formed and registered; and after the Promoter has consumed and utilised the full available construction potential of the said Land (including the additional potential that is likely to accrue to the said Land by virtue of deletion of the earmarking of the parts of the said Land as protected forest or mangroves and for consequent deletion of the name of the Government of Maharashtra from the relevant Property Register Cards and by virtue of the Metro line/Mono Rail and station or by way of development/construction of additional buildings/structures becoming permissible in the Buffer Zone and otherwise as recited above), all the Proposed Legal Entities shall form the Proposed Apex Body and ultimately, the balance area of said Land after deduction of the areas of the said Reservations, together with each of such separate buildings standing thereon will be conveyed to the Proposed Apex Body. It is clarified that even after such conveyance in favour of the Proposed Apex Body, the responsibility of management and maintenance of each of the respective buildings/wings forming part of the Total Proposed Buildings including the Proposed Building (viz. the Building No. 3) and amenities therein shall continue to be enjoined upon by the respective Proposed Legal Entities. As regards the Proposed Legal Entity/Entities to be formed in respect of the Proposed Building, the Promoter may at its sole discretion either form one single body/organization of the flat/shop/premises holders of the entire Proposed Building i.e. the Proposed Legal Entity (formed for both Wings A and B) or two separate bodies/organizations of flat/shop/premises holders for each of the wings of the Proposed Building

i.e. Proposed Legal Entities (formed one for Wing A and another for Wing B). In the alternative, if the Promoter so desires, the Promoter may not form the Proposed Apex Body but convey in favour of each of the respective Total Proposed Buildings or wings therein (as the case may be) together with undivided interest in the land comprised in the said Land (on a pro-rata proportionate basis viz. in proportion to the FSI consumed in the construction of each of the respective Total Proposed Buildings vis-à-vis the total available and consumed FSI for construction on the said Land) (hereinafter referred to as "**the Proposed Conveyance**").

- 12.2 It is hereby clarified that for the purpose of Section 17 of RERA and Rule 9 (2) of the RERA Rules and for the purposes of Section 11 of MOFA and the applicable provisions of MOFA Rules, the period of execution of the Proposed Conveyance is agreed upon to as mentioned in the preceding Clause [12.1].
- 12.3 Any stamp duty, registration expenses and other incidental expenses to be incurred with regard to the Proposed Conveyance, shall also be borne and paid by the respective Proposed Legal Entities.

13. INCIDENTAL RIGHTS OF THE PROMOTER:

The Promoter has further informed the Purchaser/s that the Promoter retains the right to sell, transfer, assign in favour of any person/s and/or deal with **(a)** future rights in respect of the said Land; **(b)** the balance development potential/rights in respect of the said Land (i.e. after having utilized the FSI available for the construction of the Proposed Building (viz. Building no. 3) and the other buildings forming part of the Total Proposed Buildings and as per the plans already submitted and/or to be submitted by the Promoter from time to time and as per the proposed total scheme of development and construction); **(c)** various rights that may accrue to and over the said Land in the future including additional development potential as recited above; and **(d)** the rights for advertising, signage and hoarding for advertising in the compound, common areas and facade of the said Land (the rights referred to in above are hereinafter collectively referred to as "**the Incidental Rights**"). The Incidental Rights

include the right of use of the said Land as a receiving plot and/or to consume or fully exploit by utilising TDR and/or Development Rights Certificates and/or any type of FSI which the Promoter and/or its nominee/s may be entitled to, from time to time, at the Promoter's sole and absolute discretion. The Promoter is also entitled from time to time to deal with and/or dispose of all or any of the Incidental Rights, by way of sale, assignment, lease, transfer, mortgage and/or in any other manner whatsoever as it may in its absolute discretion think fit and proper from time to time and at its entire discretion and convenience transfer such rights to any person/s. The Purchaser/s expressly consent/s and agree/s that the Purchaser/s shall not claim any rebate or reduction in the Purchase Price in respect of the said Unit and/or any other benefit/right from the Promoter and/or such persons, now and/or in future as a result of any development and construction that may be undertaken either by the Promoter and/or its nominee/s and/or person/s. The Purchaser/s further agree/s and acknowledge/s that the Promoter shall be solely and exclusively be entitled to use and exploit all common area and the compound of the Proposed Building, the façade of the Proposed Building and the terrace on the top of the Proposed Building for advertising purposes and shall be entitled to create such third party rights in respect of such advertising rights and shall be entitled to the entire Purchase Price in that behalf and the Purchaser/s shall not object thereto either in his/her/their personal capacity/ies or in his/her/their capacity/ies as the member/s of the Proposed Legal Entity/Entities (to be formed in respect of the Proposed Building). It is clarified that the Proposed Conveyance to be executed in accordance with the provisions of Clause 12 hereof shall be subject to the Incidental Rights of the Promoter as specified in this Clause 13.

14. RIGHTS OF THE PROMOTER PURSUANT TO FORMATION OF THE PROPOSED LEGAL ENTITIES:

In the event of the Proposed Legal Entity/Entities to be formed in respect of the Proposed Building (viz. Building no. 3) being formed, and registered before the sale and disposal by the Promoter of all the premises/units in the Proposed Building, the same shall not in any manner affect the rights of the Promoter to the Incidental Rights and/or the rights of the Promoter to sell/dispose off/transfer/mortgage the unsold premises/units and the rights of the Promoter

in relation to the said Land as well as any premises in the Proposed Building (whether sold or agreed to be sold or not) wherein or in respect whereof, the Promoter may be claiming any rights and/or entitlements including *inter alia* an entitlement to receive any amounts from the Purchaser/s thereof (which constitutes a first charge and lien of the Promoter on such premises) and the powers and the authority of the Proposed Legal Entities shall be subject to the overall authority and control of the Promoter, in respect of all the matters concerning the Proposed Building and the other buildings forming of part of the Total Proposed Buildings and in particular, the Promoter shall have sole, exclusive and absolute authority and control as regards the unsold premises and the disposal thereof in respect of any premises in the Proposed Building and the other buildings forming of part of the Total Proposed Buildings, wherein or in respect whereof, the Promoter may be claiming any rights and/or entitlements including *inter alia* an entitlement to receive any amounts from the Purchaser/s thereof (which constitutes a first charge and lien of the Promoter on such premises), **PROVIDED ALWAYS THAT** the Purchaser/s hereby agree/s and confirm/s that in the event of the Proposed Legal Entity/Entities (to be formed in respect of the Proposed Building) being formed earlier than the Promoter dealing with or disposing of all the premises constructed in the Proposed Building and other buildings forming part of the Total Proposed Buildings, then and in such an event at the discretion of the Promoter, the Promoter itself or any allottee or transferee of the Promoter in respect of any premises or nominee of the Promoter shall be admitted to the membership of such Proposed Legal Entity/Entities (to be formed in respect of the Proposed Building), without payment of any premium or any additional charges save and except Rs. 500/- (Rupees Five Hundred Only) for the share money and Rs. 100/- (Rupees One Hundred Only) entrance fee and such allottee/transferee shall not be discriminated or treated prejudicially by the Purchaser/s or the Proposed Legal Entity/Entities (to be formed in respect of the Proposed Building), as the case may be. It is further clarified that in the event if the Promoter is admitted (at the option of the Promoter) as a member of the Proposed Legal Entity/Entities (to be formed in respect of the Proposed Building) in respect of the unsold units, the

rights of the Promoter shall be freely transferable without payment of any amounts or premium for the same and notwithstanding any provision in the bye-laws or charter or constitution documents of the Proposed Legal Entities or the Proposed Apex Body to the contrary. The Purchaser/s shall ensure that Proposed Legal Entity/Entities (to be formed in respect of the Proposed Building) shall not permit any transfers of premises or shares of any member, in respect of which the Promoter has reasonably called upon the Proposed Legal Entity/Entities (to be formed in respect of the Proposed Building) not to permit transfers and any permissions so granted by the Proposed Legal Entity/Entities shall be void, without any authority and non-est.

15. NO OBJECTION TO DEVELOPMENT/CONSTRUCTION:

It is expressly agreed by and between the Parties as follows:

15.1 As aforesaid, the Promoter shall be constructing the Proposed Building and additional buildings forming part of the Total Proposed Buildings and additional structures/wings/floors therein as stated above on the said Land; and the Purchaser/s is/are not entitled to and shall not object to such construction for any reasons whatsoever and howsoever arising, at any time hereafter. The Purchaser/s is/are aware that the total number of floors in the Proposed Building (viz. Building no. 3) as presently proposed by the Promoter is 3 (three) levels/floors of basement plus ground/stilt plus mezzanine floor plus 8 (eight) levels/floors of podium plus 1 (one) level/floor comprising of club house/E-Deck level plus 35 (thirty-five) upper floors and that the same is subject to approvals being granted to the Promoter for such construction.

15.2 Notwithstanding what is set out in the preceding Clause and without prejudice thereto, the Promoter has disclosed to the Purchaser/s and the Purchaser/s has/have accepted that in the event if the Promoter is permitted to put up construction of the land presently earmarked as the Buffer Zone (or any partthereof), then the Promoter desires to and may extend the podium of the Proposed Building and may construct additional towers/wings on such extended podium area as per the tentative layout of such extension of the Proposed Building as annexed hereto and marked as Annexure 'H' and in addition to the amendments as per the tentative layout as reflected in Annexure 'H', there could also be a possible reduction/change in the number

of floors of podiums, on account whereof, there may be a consequent change in the presently proposed club-house/e-deck level and parking levels in the Proposed Building and also an increase in the actual number of habitable floors from 35 (thirty-five) floors (as presently proposed) upto 40 (Forty) floors. It is further clarified that if only a part of the additional construction (presently proposed as per the tentative layout in *Annexure 'H'*) is permitted by the MCGM in the Buffer Zone, then the Promoter may only carry out part of the additional construction to such extent as may be approved by the MCGM. The Purchaser/s confirm that the Purchaser/s has/have no objection to the Promoter amending the plans for construction of the Proposed Building by extension of the Podium and erection/construction of additional towers/wings on such extended podium area as per the tentative layout of such extension of the Proposed Building as annexed hereto and marked as *Annexure 'H'* or otherwise reducing the number of podium floors and increasing the number of habitable floors as aforesaid.

- 15.3 It is further agreed that save and except the aforesaid terrace over the top most floor in the Proposed Building, the Promoter is entitled to sell or allot on an exclusive basis, the terrace/s or pocket terrace/s or extended balcony/ies, which may be abutting the premises in the Proposed Building for the exclusive use of the purchaser/s of such premises. Further the Promoter may at its sole and absolute discretion, grant license for exclusive use or maintenance in respect of the terraces to the purchaser/occupant of the premises that is abutting the terrace. The terrace shall not be enclosed by such purchaser/occupant without the permission in writing obtained from MCGM and other concerned authorities and the Promoter. The Purchaser/s hereby give his/her/their no-objection to such rights retained by the Promoter for such terraces and the Purchaser/s shall not object thereto and/or claim any such terraces and/or any part thereof as common areas and/or have/make any other claim in respect of such terraces against the Promoter and/or its nominee/s/ allottee/s /transferee/s/ licensee/s.
- 15.4 As recited above, it is reasonably expected by the Promoter that the FSI for consumption on the said Land shall be increased, from what is presently approved and thereby the Promoter will be able to construct further floors as

a part of the Proposed Building, in addition to the presently approved and presently envisaged floors, as recited above.

15.5 The Purchaser/s confirm/s that the Purchaser/s have no objection and shall not raise any objection to the Promoter putting up additional construction on the said Land by increasing the number of floors in the Proposed Building as such or by construction of additional wings and/or additional buildings forming part of the Total Proposed Buildings and/or structures on the said Land.

15.6 The Promoter shall have full power and absolute authority, if so permitted by the concerned authorities, to make additions to and/or construct additional building/s or structure/s or wing/s on the said Land and/or additional floor/s in the Proposed Building including inter alia as stated herein above and such additional building/s/structure/s/wing/s/floor/s shall be the sole, exclusive and absolute property of the Promoter. The Promoter shall be entitled to dispose off such additional building/s/structure/s/wing/s/floor/s in such manner as the Promoter may deem fit and proper in its sole and absolute discretion. The Promoter shall be entitled to amend/alter/modify the layout plan of the said Land as also construct additional building/s/structure/s/wing/s/floor/s on the said Land or any portion or portions thereof and the Promoter shall be entitled to dispose off the premises in such additional building/s/structure/s/wing/s/floor/s as the Promoter may deem fit and proper in its sole and absolute discretion. The Purchaser/s is/are not entitled to object thereto and shall not object thereto and this Clause 15 shall always operate as the Purchaser/s' irrevocable, absolute and unconditional no objection in that behalf. This Clause 15 shall operate as and shall be deemed to be the consent of the Purchaser/s in accordance with the provisions of RERA, the RERA Rules, MOFA and the MOFA Rules; and in particular Section 14 of RERA and Section 7A of MOFA.

16. PURCHASER/S' ENTITLEMENT TO RAISE LOAN:

The Purchaser/s is/are, at his/her/their sole risk, liability and responsibility, free to raise a loan from any financial institution or bank, limited for the purpose of enabling the Purchaser/s to make payment of the amounts hereunder payable to the Promoter for acquiring the said Unit, by offering the

rights of the Purchaser/s hereby granted in respect of the said Unit as security to such financial institution or bank. However, such loan should be strictly personal to the Purchaser/s and the right of the Promoter to receive the balance Purchase Price and all other sums as hereunder provided from the Purchaser/s including the sums as and by way of reimbursement of any amounts hereunder agreed to be paid by the Purchaser/s or otherwise recoverable from the Purchaser/s as damages or otherwise, shall override the rights of the financial institution/bank/ organization/employer in respect of the loan so availed of by the Purchaser/s. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Purchaser/s. Once the Purchaser/s has/have paid the full Purchase Price and other amounts as payable under this Agreement and has/have taken possession of the said Unit, thereafter due to non-payment of the loan by the Purchaser/s, the recourse available to the financial institution would be only against the said Unit and against the Purchaser/s personally and not against the said Land, the Proposed Building or any one of them or any of the other premises in the Proposed Building, and not against any other assets/rights of the Promoter.

17. RIGHT OF THE PURCHASER/S RESTRICTED TO THE SAID UNIT ONLY:

It is clarified that the right of the Purchaser/s is restricted to the said Unit agreed to be sold to him/her/them by the Promoter as per the floor plan annexed hereto as Annexure 'P' and use and enjoyment of common areas, facilities and utilities in common as aforesaid and the Purchaser/s shall not be entitled to claim any right to any open space or passage, staircase, open parking space, stilt parking spaces or any other area in to or upon the said Land and/or the Proposed Building or any other space surrounding the Proposed Building or any of them in any manner whatsoever, as the same belongs to and are the sole, exclusive and absolute property of the Promoter.

18. NO CHANGE OF USER:

It is expressly agreed, by and between the Promoter and the Purchaser/s that the said Unit is agreed to be hereby sold to the Purchaser/s for use as a [residential flat/shop] only and it shall be utilized by the Purchaser/s for the purpose for which it is sold to the Purchaser/s and for no other purpose or

purposes whatsoever. The Purchaser/s agree/s not to change the user of the said Unit, without prior written consent in writing of the Promoter, the MCGM and the concerned authorities.

19. PARKING SPACES:

- 19.1 For the effective management of parking spaces in the Proposed Building and in order to avoid any later disputes, the Promoter shall be entitled to and the Purchaser/s hereby specifically authorize/s the Promoter to carry out a tentative earmarking of parking spaces (in open, in the stilt area or ground floor or in basement or in podium or in the mechanical parking or puzzle pit parking area on the said Land) of the Proposed Building for the exclusive use thereof, by certain acquirers of premises in the Proposed Building depending on availability. In the alternative to earmarking specific parking spaces for certain premises/shop/flat holders as aforesaid, the Promoter may permit some of the occupants/holders of premises/shops/flats in the Proposed Building to park a certain number of vehicles in the parking spaces/area to be provided in the Proposed Building.
- 19.2 The Purchaser/s agree/s that the Promoter shall be entitled to do such earmarking at its discretion and the Purchaser/s hereby accept/s the decisions taken by the Promoter in relation to such earmarking of car parking spaces. The Purchaser/s further agree/s and undertake/s that pursuant to formation and registration of the Proposed Legal Entity/Entities (to be formed in respect of the Proposed Building) and admission of the Purchaser/s to such Proposed Legal Entity/Entities (to be formed in of the Proposed Building) as member/s thereof, the Purchaser/s shall cast his/her/their votes in the first general meeting or shareholders' meeting, as the case may be, of the said Proposed Legal Entity/Entities (as may be formed in respect of the Proposed Building) in favour of approving such car parking earmarking as done by the Promoter so that the respective person/s in whose favour the Promoter has earmarked the car parking spaces, will be allotted such respective car parking space/s by such Proposed Legal Entity for exclusive use along with rights of transferability in respect thereof.
- 19.3 The Purchaser/s acknowledge/s and understand/s that some of the car-parking spaces that may be provided for in the Proposed Building, may be in

the form of an automated mechanical stack parking or puzzle pit parking in the form of level/horizontal mechanical parking system including a tower parking system or any other form of automated or mechanical parking wherein there shall be no identified spot/place which may be earmarked for a particular acquirer of premises in the Proposed Building and which shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as "**the Mechanical Parking**"). The Purchaser/s is/are aware that such Mechanical Parking involves operation of an automated machine for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the Purchaser/s acknowledge/s that the Purchaser/s has/have no objection to the same. The Purchaser/s is/are aware that such Mechanical Parking also requires a valet system by appointment of qualified drivers, for ease of parking and removing of vehicles from the parking slots in the Mechanical Parking system.

19.4 In the event if the car parking space/s tentatively earmarked for the Purchaser/s is in the Mechanical Parking, then and in such an event the Purchaser/s may not be allotted any independent car parking space/s in accordance with this Clause 19. Accordingly, since each stack for parking of vehicles comprising of two or more car parking space/s, (commonly known as a puzzle pit) the same (if earmarked for the Purchaser/s in accordance with this Clause 19) shall be shared by the Purchaser/s with the allottee/s of the other parking space/s in the same puzzle pit in the Mechanical Parking unit. Within each puzzle pit, there shall be no identifiable space for parking of any particular vehicles and each allottee of a parking space within a particular puzzle pit shall park his/her vehicle in such particular puzzle pit only. The Purchaser/s hereby confirm/s that the Purchaser/s has/have no objection to the same and that the Purchaser/s shall not park his/her/their car/s at any other place in the Proposed Building or the said Land. The Purchaser/s hereby agree/s and undertake/s that the Purchaser/s shall bear the costs and expenses of the maintenance of such Mechanical Parking system or also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking system. The Purchaser/s shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of such

Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising.

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20. DATE OF POSSESSION OF THE SAID UNIT:

20.1 The Promoter agrees to offer to hand over possession of the said Unit to the Purchaser/s in the Proposed Building on or before _____, subject to:

- 20.1.1 easy availability of cement, steel and other building materials; and
- 20.1.2 any conditions beyond the reasonable control of the Promoter, including acts of God like earthquake, perils of the sea or air, fire, flood, pandemic, epidemics, lockdowns or shutdowns announced or imposed by any authorities or any drought, explosion, sabotage etc.; and
- 20.1.3 if there are riots, bandhs, lockdowns, strikes and/or labour unrest and in consequence whereof and the construction on the said Land could be adversely affected; and
- 20.1.4 geological, subsurface ground conditions as a result of which construction and development on the said Land and construction on and development of the said Land is delayed or no longer financially or technically viable; and
- 20.1.5 any disruptions, challenges and placement of legal and traditional impediments by third parties notwithstanding the granting of any and all approvals by the concerned authorities which delays or materially adversely affects the implementation of the construction activities on the said Land; and
- 20.1.6 any reasons like war, civil commotion, acts of criminals or of public enemy, insurrection, blockade, embargo terrorism, etc. in consequence whereof the construction activities on the said Land could be adversely affected; and
- 20.1.7 any embargo, notice, order, rule or notification of the Government and/or any other public body or authority or of the Court and/or any committee constituted by any Ministry (state

or central) or department of any Ministry (state or central) and/or any Act or Ordinance in consequence whereof construction activities on the said Land could be adversely affected; and

20.1.8 act of enemy, riots, civil commotion, or war or any court order or government notification, circular or order or subject to delay by the MCGM for approval of plans, grant of Occupancy Certificate or part Occupancy Certificate, or subject to delay in the grant of water, sewerage, electric, cable connection or any other service or any other cause, beyond the control of the Promoter.

20.2 The date of delivery of possession of the said Unit is subject to certain terms as more particularly specified in the preceding Clause 20.1 and even after extension of the date of possession as stated in the preceding Clause 20.1, the Promoter is unable to or fails to give possession of the said Unit or license to enter the said Unit to the Purchaser/s, then and in such an event, the Purchaser/s shall at his/her/their/its own discretion be entitled either:

(i) to continue with the arrangement as recorded this Agreement and receive a compensation in the form of liquidated damages from the Promoter to be calculated on a monthly basis at the Agreed Interest Rate on the amount of Purchase Price that is till then paid by the Purchaser/s to the Promoter and received by the Promoter, from the extended date of delivery of possession (extended due to any of the factors set out in Clause 20.1 hereof) till the date of offer of possession by the Promoter to the Purchaser/s; or in the alternative

(ii) be entitled to give notice to the Promoter terminating this Agreement, in which event, the Promoter shall refund to the Purchaser/s the aforesaid amount of Purchase Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amounts that may have been paid by the Purchaser/s) till then received by the Promoter from the Purchaser/s together with interest at the Agreed Interest Rate from the date of receipt by the Promoter of such amounts of Purchase Price from the Purchaser/s, till the date of refund thereof to the Purchaser/s. It is clarified

that the Promoter shall not be liable to pay or refund to the Purchaser/s any additional amount/s, either as liquidated damages or costs, charges, expenses in the event of such termination. It is further clarified that in the event if the provisions of this Clause 20.2 are applicable and in such an event, if the Purchaser/s once exercises the option to continue with this Agreement (and not to terminate it), then the Purchaser/s shall subsequently not be entitled exercise the alternative option to terminate this Agreement, regardless of the further period of delay in the delivery of possession of the said Unit.

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20.3 The refund to be made by the Promoter to the Purchaser/s pursuant to Clause 20.2 shall be made by the Promoter to the Purchaser/s within a period of 30 (thirty) days from the date when the Purchaser/s terminate/s this Agreement/s as per Clause 20.2 hereof. In case of termination by the Purchaser/s as provided in Clause 20.2 upon the aforesaid payment/s being made by the Promoter to the Purchaser/s, neither Party shall have any claim against the other in respect of the said Premises or otherwise arising out of this Agreement and the Promoter shall be at liberty to sell and dispose off the said Premises and/or create third party rights therein in favour of any other person/s at such consideration and upon such terms and conditions as the Promoter may deem fit and proper, in Promoter's sole and absolute discretion, without any reference and/or recourse to the Purchaser/s. It is clarified that in case of termination by the Purchaser/s as provided in Clause 20.2, in the event if the Promoter finds a willing buyer/acquirer to acquire the said Unit prior to the refund to the Purchaser/s under this Clause, then the Promoter shall be entitled to sell the said Unit to such new buyer/acquirer; but the Purchaser/s shall have a charge on the amounts receivable by the Promoter from the new purchaser/acquirer to the extent of the amounts receivable by the Purchaser/s under this Clause.

20.4 Save and except as provided in Clause 20.2 hereof, the Purchaser/s shall not be entitled to withdraw from this Agreement or terminate this Agreement; and in the event if the Purchaser/s so decide/s to withdraw or terminate this Agreement other than for the reasons as set out in Clause 20.2 hereof, then the consequences of such withdrawal or termination shall be as set out in Clause 4 hereof.

20.5 Notwithstanding anything to the contrary contained in this Agreement and in particular in Clauses 20.2 to 20.4 hereof, if as a result of any legislative order or requisition or direction of the Government or public authorities, the said Land or the said Unit is acquired by the Government or any other authority and thereby the Promoter is unable to complete the aforesaid Proposed Building and/or to give possession of the said Unit to the Purchaser/s, then and in such an event, the only responsibility and liability of the Promoter will be, to pay over to the Purchaser/s, the proportionate amounts of the Purchase

Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amounts that may have been paid by the Purchaser/s till then and received by the Promoter from the Purchaser/s), without any interest thereon and thereupon this Agreement shall ipso fact and automatically stand terminated.

20.6 The Purchaser/s shall take possession of the said Unit within a maximum period of 2 (two) months of the Promoter giving written notice to the Purchaser/s intimating that the said Unit is ready for use and occupation but the obligation of the Purchaser/s to bear and pay the maintenance charges, as provided hereinafter shall commence at the expiry of a period of 7 (seven) days from such offer of possession by the Promoter (whether at such time, the Purchaser/s has/have taken possession of the said Unit or not) **PROVIDED THAT** if within a period of 5 (five) years from the date of offer to hand over the said Unit to the Purchaser/s, the Purchaser/s bring/s to the notice of the Promoter any defect in the said Unit or in the Proposed Building on the material used therein or any unauthorized change in the construction of the Proposed Building which may be attributable to the Promoter, then and in such events, wherever possible such defects or unauthorized changes shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Promoter reasonable compensation for such defect or change **PROVIDED FURTHER THAT** the defect liability of the Promoter shall

be restricted to the defect in the construction of the Proposed Building only and shall not extend to the Internal Fixtures.

- 20.7 Before delivery of possession or grant of license to enter the said Unit to the Purchaser/s, the Purchaser/s shall inspect the said Unit and the internal fixtures/amenities provided therein and thereafter the Purchaser/s will have no claim whatsoever and howsoever arising against the Promoter in respect thereof, if the same are in accordance with this Agreement.
- 20.8 The Promoter shall be liable and/or responsible to only provide such number of lifts in the Proposed Building as per the minimum requirements under the DCPR; and on provision of minimum lifts, the Promoter may offer possession of the said Unit to the Purchaser/s. The Purchaser/s shall not delay accepting possession of the said Unit on the ground that the requisite or assured numbers of lifts are yet to be provided by the Promoter in the Proposed Building.
- 20.9 It is further clarified that at the time of offer of possession of the said Unit, the Promoter may have obtained only a part occupancy certificate in respect of the said Unit and the Purchaser/s shall be obliged to accept possession of the said Unit on the basis of the part occupancy certificate. It is further clarified that at such time, certain fixtures/facilities/amenities proposed to be provided in the Proposed Building like murals, sculptures, fountains, lobby furniture, equipment, etc. may not be ready or other facets of the Project or floor/s may not be completed and the Purchaser/s shall not delay accepting possession of the said Unit or delay making any payments on the ground that such fixtures/facilities/amenities are not operational and/or that certain work in respect thereof is pending to be completed. It is further clarified that it may take up to 5 (five) years for the Promoter to provide additional facilities as specified in this Clause 20.9 and complete the Proposed Building after obtaining the part Occupancy Certificate in respect of the said Unit and the Purchaser/s hereby confirm/s that the Purchaser/s has/have no objection to the same and shall not cause any hindrance/s or obstruction/s in the course of the Promoter carrying out such work on the said Land or in the Proposed Building. The Purchaser/s shall be entitled to the possession of the said Unit

only after the full aggregate Purchase Price as per Annexure 'R' hereto is paid by the Purchaser/s to the Promoter; and the other sums mentioned hereunder are paid by the Purchaser/s to the Promoter.

20.10 The Promoter shall not put the Purchaser/s in possession of the said Unit unless and until:

20.10.1 The Purchaser/s has/have paid the entire aggregate Purchase Price as provided by Annexure 'R' hereto and all the other amounts payable by him/her/them hereunder and/or otherwise in respect of the said Unit to the Promoter as specified herein.

20.10.2 The Promoter has obtained the Occupancy Certificate; or part Occupancy Certificate in relation to the said Unit.

20.11 Upon completion of construction of the Proposed Building comprising the said Unit, the Promoter may at its discretion permit the Purchaser/s to enter upon the said Unit, limited for the purpose of carrying out fit out works of non-structural nature, like installation of fixture and furniture, in the said Unit at the entire risks and costs of the Purchaser/s. The Purchaser/s acknowledge/s that the Promoter shall not be obliged to permit the Purchaser/s to enter upon the said Unit under any circumstances and the same shall be entirely at the discretion of the Promoter. The Purchaser/s further acknowledge/s that at such stage, the Occupancy Certificate or building completion certificate in respect of the Proposed Building or the said Unit may not have been received by the Promoter from the MCGM and at such stage the said Unit may not be capable of being occupied by the Purchaser/s. The Purchaser/s agree/s and undertake/s that in the event so permitted to enter upon the said Unit to carry out the said fit out works as contemplated in this Clause 20.11, the Purchaser/s shall not occupy the same or commence any use thereof for any reasons whatsoever and howsoever arising. The Purchaser/s further agree/s and undertake/s that in the event if the Purchaser/s is/are so permitted to enter upon the said Unit to carry out the said fit out works as contemplated in this Clause 20.11 then in such an event, the Purchaser/s shall be solely and exclusively responsible and liable to

ensure that the workmen, labourers, agents and other representatives of the Purchaser/s so entering upon the said Unit shall comply with and adhere to all health and safety guidelines, rules and regulations as may be prescribed by the Promoter from time to time. The Purchaser/s shall further ensure that a comprehensive insurance policy including third party liability is taken by the Purchaser/s for such amounts as may be prescribed by the Promoter in relation to the fit-out work being carried out by the Purchaser/s. The Purchaser/s acknowledge/s that Promoter shall not be liable and/or responsible for untoward incident that may occur by virtue of the Purchaser/s being permitted to carry out the fit out works or to enter upon the said Unit as contemplated in this Clause 20.11.

20.12 The Purchaser/s hereby also agree and undertake that prior to commencing any fit out or interior works in the said Unit, the Purchaser/s shall for the due adherence and performance with the terms and conditions of any guidelines as may be prescribed by the Promoter for fit outs, keep deposited with the Promoter a sum of Rs. _____/- (Rupees _____ Only), as a security deposit; and which amount shall be refunded by the Promoter to the Purchaser/s on completion of the fit out works. In the event if the Purchaser/s commit/s any breach/es of the terms and conditions of the fit-out guidelines or conditions or cause/s any damage or nuisance to the Proposed Building or any common areas therein or in any adjoining of the said Unit, then and in any such event, the Promoter shall be entitled to adjust or deduct any expenses incurred or likely to be incurred by the Promoter from such security deposit for setting right such breach or rectifying such damage or nuisance caused. The Purchaser/s shall not dispute any adjustment or deduction from the security deposit on any ground whatsoever and howsoever arising. The said amount of security deposit shall be refunded by the Promoter to the Purchaser/s without any interest thereon only upon completion of the entire fit-out or interior works in the said Unit by the Purchaser/s.

20.13 Upon possession of the said Unit being given to the Purchaser/s, he/she/they shall be entitled to the use and occupy of the said Unit for the user specified herein only and for no other purpose whatsoever. Upon the Purchaser/s taking possession of the said Unit or license to enter the said Unit he/she/they shall have no claim against the Promoter in respect of any item of work in the said Unit, which may be alleged not to have been carried out or completed.

21. REIMBURSEMENT OF COSTS AND MAINTENANCE CHARGES:

21.1 The Purchaser/s shall, at the time of taking possession of the said Unit or within a period of 7 (Seven) days from being offered possession the said Unit (whether or not the Purchaser/s has/have taken possession of the said Unit or not), whichever is earlier, the following amounts:

21.1.1 A sum of Rs. 500/- (Rupees Five Hundred Only) towards acquiring of 5 (Five) shares of Rs. 100/- (Rupees One Hundred Only) each and entrance fee of Rs. 100/- (Rupees One Hundred Only) within a period of 7 (Seven) days from the date of notice and in any event before possession of the said Unit is handed over to the Purchaser/s;

21.1.2 Deposit a sum of Rs._____/- (Rupees

_____ Only)
towards provisional estimated maintenance charges for 12 (Twelve) months in advance.

21.1.3 A sum of Rs._____/- (Rupees

_____ Only)
towards _____.

21.1.4 A sum of Rs._____/- (Rupees

Only)
towards _____.

- 21.2 Commencing a week after notice in writing is given by the Promoter to the Purchaser/s that the said Unit, is ready for being occupied, the Purchaser/s shall be liable to bear and pay the proportionate share of the maintenance charges and other monthly outgoings in respect of the said Unit.
- 21.3 After the completion of the initial 12 (Twelve) months or exhaustion of the deposit amount mentioned in Clause [21.1.2] as aforesaid, the Purchaser/s shall be liable to bear and pay the maintenance charges in respect of the said Unit and the Purchaser/s further undertake/s to pay such provisional monthly contribution on or before the 5th day of each month in advance to the Promoter or to Proposed Legal Entity/Entities (to be formed in respect of the Proposed Building) (if formed by then and if the management of the Proposed Building has been handed over to such Proposed Legal Entity/Entities); and the Purchaser/s shall not be entitled to, till formation of the such Proposed Legal Entity/Entities, withhold the same for any reason whatsoever. It is further agreed that the Purchaser/s will be liable to pay interest at the Agreed Interest Rate to the Promoter/the Proposed Legal Entity/Entities (to be formed in respect of the Proposed Building) for any delay in payment of such outgoings. The maintenance charges would include *inter alia* the following:
 - 21.3.1 The Property Taxes and N.A. Assessments in respect of the said Land attributable on a proportionate basis to the said Unit, till such time as the said Unit is separately assessed for Property Taxes and N.A. Assessments and thereafter the Property Taxes and N.A. Assessments as may be applicable qua the said Unit;
 - 21.3.2 The expenses of maintenance, repairing, redecorating, etc., of the main structures and in particular the gutters and rain water pipes of the Proposed Building, water pipes and electric wires in under or upon the Proposed Building used by the

premises/ premises holder/s in common with the other occupiers of premises and the main entrances, recreation grounds/spaces, passages, landings, lift and staircase of the Proposed Building and the said Land and other common areas, facilities and amenities as enjoyed by the premises acquirers in common as aforesaid and the boundary walls of the Proposed Building, compounds etc.;

21.3.3 The expenses of maintenance, repairing, redecorating, replacement of equipment etc., in the club house or gymnasium, if any.

21.3.4 The cost of cleaning and lighting the passage, water pump, lifts, servants' toilets, landings, staircases, common lights and other parts of the Proposed Building used by the premises acquirers in common as aforesaid;

21.3.5 The cost of the salaries of certain workers like clerks, accountant, liftmen, watchmen, security guards, pump man, sweepers, drivers, house-keeping charges, etc., and the proportionate salary of certain part time workers like engineers, supervisors etc. their traveling expenses, welfare expenses like tea, coffee etc., the bonus to be given to them etc.;

21.3.6 The cost of maintaining the electrical and mechanical fittings and equipment and sewage treatment plant installed in the Proposed Building and of all other environment management facilities to be installed on the said Land;

21.3.7 The cost of working and maintenance of common lights, water pump, lifts, common sanitary units and other services charges;

21.3.8 Premium for insurance of the Proposed Building (if and when taken);

21.3.9 The maintenance charges, cost, expenses and amounts required for maintenance of various common equipment that may be installed in the Proposed Building including inter alia

sewer line, storm water drain, water lines, firefighting systems, car parking systems, civil, mechanical and electrical system for rain water harvesting, submersible pumps installed in tank for municipal water and tank for storage of tanker/bore well water, pumps installed for firefighting, tank for municipal water, overhead tank or underground tank and other water tanks by whatever name called and wheresoever situated, firefighting system, common electric system (which may be installed for the lights, pumps, equipment, lifts, security system etc.), common plumbing system, common security system and such other expenses as are necessary or incidental for the maintenance and upkeep of the Proposed Building;

21.3.10 The above Maintenance charges are only provisional and any excess expenses or charges shall be immediately paid by the Purchaser/s to the Promoter, on demand;

21.4 The Purchaser/s is/are aware that after the possession of the said Unit is offered to the Purchaser/s and after he/she/they is/are admitted as member/s to the Proposed Legal Entity/Entities (to be formed in respect of the Proposed Building), it may take at least 12 (Twelve) months for the Proposed Legal Entity/Entities to work out and inform each of the premises' occupants in the Proposed Building about the exact break-up of the maintenance charges payable by him/her/them. Therefore, during such a period, the said Proposed Legal Entity/Entities is likely to draw up ad-hoc bills towards maintenance. Also, pending the formation of the Proposed Legal Entity/Entities (to be formed in respect of the Proposed Building), the Promoter shall be entitled (without being obliged) in its discretion to appoint an ad-hoc management committee from amongst the premises acquirers in the Proposed Building and confer such authority on such ad-hoc management committee for management of the Proposed Building, as the Promoter may in its discretion be deem fit. The Purchaser/s agree/s that he/she/they shall not raise any objection for payment of such ad-hoc bills and would give the Proposed Legal Entity/Entities a time period of

approximately 12 (Twelve) months or more from the date of he/she/they is/are admitted as member/s of the Proposed Legal Entity/Entities (to be formed in respect of the Proposed Building), to enable the Proposed Legal Entity/Entities (to be formed in respect of the Proposed Building) to work out the exact details of the maintenance charges payable by him/her/them. It is clarified that the maintenance of the environment management facilities to be installed/provided on the said Land/on the portion of the land bearing CTS no. 1A/2 on which the Proposed Building is to be constructed, shall be managed for the initial 5 (five) years by the Promoter (at the costs of the various acquirers of units in the Proposed Building) and thereafter the management of the same shall be taken over by the Proposed Legal Entity/Entities (to be formed in respect of the Proposed Building) pursuant to its formation.

21.5 Over and above the Purchase Price and other amounts payable by the Purchaser/s, the Purchaser/s hereby agree/s that in the event of any amount becoming payable by way of levy or premium, taxes, cess, fees, charges, etc., after the date of this Agreement to MCGM or any other concerned local authority or to the State Government or in the event of any other payment for a similar nature becoming payable in respect of the said Land and/or in respect of the various premises to be constructed thereon including the said Unit, the same shall be borne and paid by the Purchaser/s. The Promoter shall be entitled in its discretion (without being obliged) to make such payment levy or premium, taxes, cess, fees, charges, etc., to the concerned authorities and recover the same from the Purchaser/s and the same would be reimbursed by the Purchaser/s to the Promoter in proportion of the area of the said Unit to the total area of all the new premises being developed and constructed on the said Land within a period of 7 (seven) days from a demand being made by the Promoter on the Purchaser/s.

21.6 The Purchaser/s is/are further made aware that potable water supply is provided by the MCGM and other concerned government authorities, and shall be made available to the Proposed Building as per the supply received from such authorities. It is clarified that the Promoter has not represented

to the Purchaser/s or undertaken to the Purchaser/s that consistent water supply to the said Unit is assured, as the same is subject to availability and supply from the concerned authorities. The only obligation of the Promoter shall be to obtain the requisite connection from the water mains to the said Land in accordance with the applicable rules and regulations of the MCGM.

22. TAXES:

22.1 The Purchaser/s is/are aware that the amount of Purchase Price as set out in Annexure 'R' hereto, is exclusive of all the taxes applicable to transactions for the sale of constructed premises as levied by the State and Central Government through their respective Finance Acts and various clarifications/notifications and regulations including the Goods and Services Tax (hereinafter referred to as "**the said Taxes**"). It is hereby agreed between the Parties and it is clarified that at the time of execution of this Agreement for Sale, that there is a liability for payment of the said Taxes on the transaction recorded in this Agreement for the sale of the said Unit by the Promoter to the Purchaser/s. The Purchaser/s agree/s and undertake/s that all such indirect taxes including Goods and Services Tax are payable by the Purchaser/s solely; and that the Promoter is not liable to bear and/or pay the same. It is hereby agreed between the Parties and it is clarified that at the time of execution of this Agreement for Sale, that there is a liability for payment of the said Taxes on this Agreement for sale of the said Unit by the Promoter to the Purchaser/s. The Purchaser/s agree/s and undertake/s that the same is payable by the Purchaser/s and that the Promoter is not liable to bear and/or pay the same. In the event if any rebate or credit or set off is available to the Promoter of any amounts paid by the Promoter against the payment of the said Taxes, then and in such an event, the Promoter shall, solely and exclusively be entitled to such credits or rebates. The Promoter may in its sole and absolute discretion claim or not claim such set off or credit or rebate and the Promoter shall not be liable to pass on the benefit thereof to the Purchaser/s. Therefore, the Purchaser/s hereby irrevocably agree/s and undertake/s to pay the amounts for the said Taxes to the Promoter or the concerned authorities within a period of 7 (seven) days from the date of the Promoter calling upon the Purchaser/s to do so, without

any delay or demur or without claiming to be entitled to any rebates or set offs or credits.

22.2 It is further agreed by and between the Parties that in the event if any tax set-off or tax credit (by whatever name called) is available to the Promoter with regard to any the said Taxes, then the Promoter shall solely be entitled to claim the same and be entitled to the benefit of such tax set-off or tax credit and it is agreed that the Purchase Price and the installments thereof as mentioned in this Agreement are arrived at after taking into account and considering that the Promoter shall be entitled to claim the and be entitled to the benefit of such tax set-off or tax credit.

22.3 It is hereby further agreed that in addition to the said Taxes, in the event of any amount becoming payable now or in the future by way of levy or premium, taxes, cess, fees, charges, sales tax, value-added tax, service tax, goods and services tax, or any other tax by whatever name called, to any authority or to the State Government or to the Central Government or in the event of any other payment of a similar nature, save and except the tax on income of Promoter, arising out of or in connection with transaction contemplated hereby, the Purchaser/s shall be solely liable to bear and pay the same and the Promoter shall not be liable for the same. It is clarified that the liability to bear and pay the amounts as mentioned in this Clause 22 shall be a continuing and permanent responsibility and liability of the Purchaser/s. The Promoter shall in its discretion be entitled (without being obliged) to make such payment levy or premium, taxes, cess, fees, charges, etc., to the concerned authorities and recover the same from the Purchaser/s and the same would be reimbursed by the Purchaser/s to the Promoter within a period of 7 (seven) days from a demand being made by the Promoter on the Purchaser/s.

22.4 All amounts towards the Purchase Price as payable by the Purchaser/s to the Promoter, shall be paid by the Purchaser/s, subject to deduction of tax at source as per the provisions of Section 194IA of the Income Tax Act, 1961; and the Purchaser/s shall within the time prescribed by the provisions of the Income Tax Act, 1961 and the Rules framed there under, furnish to the Promoter the requisite certificates of deduction of tax at source. It is clarified

that non-payment of the amount of the deduction of tax at source to the concerned authorities or non-furnishing by the Purchaser/s of the requisite certificate of deduction of tax at source to the Promoter shall be deemed to be a breach equivalent to non-payment of the Purchase Price amount and shall accordingly attract the consequences as mentioned in Clause 4 above.

23. BREACHES:

- 23.1 The Purchaser/s agree/s and undertake/s to and shall observe perform and comply with all the terms and conditions and covenants to be observed performed and complied with by the Purchaser/s as set out in this Agreement (save and except the obligation of the Purchaser/s to pay the balance Purchase Price and other sums payable hereunder as aforesaid, for which the consequences as mentioned in Clause 4 above would apply) if the Purchaser/s neglect/s, omit/s, or fail/s to observe and/or perform the said terms and conditions and covenants for any reason whatsoever then in such an event, the Promoter shall be entitled after giving 1 (one) months' notice to remedy or rectify the default and in the event of the Purchaser/s failing to remedy or rectify the same within the said notice period, this Agreement shall be voidable at the option of the Promoter and in the event of the Promoter so treating this Agreement void, the provisions of Clause 4 above shall be applicable.
- 23.2 The Promoter shall not be liable to pay to the Purchaser/s herein any interest, compensation, damages, costs or otherwise in case of termination under Clause 4 or this Clause 23. The residue balance amount after deducting amounts receivable by the Promoter from the Purchaser/s towards the termination as set out in Clause 4 shall be deemed to have been accepted by the Purchaser/s herein in full satisfaction of all his/hers/their claim under this Agreement and/or in respect of the said Unit, whether the Purchaser/s present/s the cheque/s for payment to his/her/their bankers or not.
- 23.3 The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Promoter/its transferee/s/allotted/s/nominee/s and/or otherwise in to upon the said

Premises in such an event of termination as elaborated under Clause 4 or this Clause 23.

24. ELEVATION OF THE PROPOSED BUILDING:

The Purchaser/s hereby acknowledge/s that the Promoter shall be expending substantial amounts on the designing and constructing the elevation of the Proposed Building and the elevation of the Proposed Building shall be an integral feature of the Proposed Building. The Purchaser/s shall not alter, amend, modify etc., the elevation of the said Unit whether the side, front or rear nor shall the Purchaser/s alter, amend, modify the entrance lobby, staircase, lift, passage/s, terrace etc. of the Proposed Building and shall keep the above in the same form as the Promoter constructs the same and shall not at any time alter the said elevation in any manner whatsoever without the prior consent or alter the attachments to the elevation of the Proposed Building, including fixing or changing or altering grills, windows, air conditioners, chajjas, etc. The Purchaser/s further irrevocably agree/s to fix their air-conditioners (being only VRV air-conditioning systems) only after the written permission of the Promoter and at such places as may be earmarked by the Promoter for the same. The Promoter's decision in this regard would be final and binding on the Purchaser/s. The Purchaser/s hereby covenant/s with the Promoter that the Purchaser shall not hang clothes for drying or otherwise on the façade of the Proposed Building or anywhere outside the said Unit on any ground whatsoever and howsoever arising. All washing and/or drying equipment required to be installed by the Purchaser/s shall be installed within the said Unit and nowhere else in the Proposed Building. The Purchaser/s shall not carry out any changes/amendments, which may affect the outside elevation of the Proposed Building on the ground that the same are not visible from outside the Proposed Building. The Purchaser/s hereby agree/s that the Purchaser/s shall not do and/or carry out any act, deed, matter or thing whereby the said elevation of the Proposed Building is affected in any manner (whether adversely or not) and/or whereby the look and feel of the elevation is modified or appears to be modified.

25. COVENANTS OF THE PURCHASER

The Purchaser/s with an intention to bring all persons into whose hands the said Unit may come, doth/do hereby represent/s and assure/s to and undertake/s

and covenant/s with the Promoter as follows:

- 25.1 To maintain the said Unit at the Purchaser's/Purchasers' own cost in good and tenantable repair and condition from the date the possession of the said Unit is offered and shall not do anything or suffer anything to be done in or to the Proposed Building and to the balconies, elevation- projections, staircase or any passage, which may be against the rules, regulations or bye-laws of the concerned local or any other authority nor to the said Unit itself or any part thereof;
- 25.2 Not to enclose the open balcony, flower bed, ducts or any other open area pertaining to the said Unit, whereby any FSI whatsoever is deemed to be consumed and/or there is a violation or misuse of any approvals, sanctions and/or terms and conditions as may be prescribed by any concerned authorities are and without prejudice thereto not to do any act, deed, matter or thing, whereby any rights of the Promoter/the Proposed Legal Entities/the Proposed Apex Body are in any manner whatsoever prejudiced/ adversely affected.
- 25.3 Not to carry out in or around the said Unit any alteration/changes of structural nature without the prior written approval of the Promoter and the Structural Engineers / RCC Consultants of the Proposed Building and MCGM.
- 25.4 To ensure that no nuisance/annoyance/ inconvenience is caused to the other occupants of the Proposed Building by any act of the Purchaser/s.
- 25.5 Not to store in the said Unit any goods which are of hazardous, combustible or dangerous nature, save and except domestic gas for cooking purposes or goods which are so heavy so as to damage the construction or structure of the Proposed Building; or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried any heavy packages, showcases, cupboards on the upper floors which may damage or is likely to damage the staircase, common passage or any other structure of the Proposed Building. On account of any negligence or default of the Purchaser/s (whether deliberate or willful or not) in this behalf, the Purchaser/s shall be personally liable for the consequence of the breach and shall be liable to bear and pay the damages as may be determined by the

Promoter and the same shall be final and binding upon the Purchaser/s and the Purchaser/s shall not be entitled to question the same.

- 25.6 To carry out at his/her/their own cost all the internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s (usual wear and tear excepted).
- 25.7 To obtain annual maintenance contracts only from the authorized maintenance agencies/suppliers of the equipment installed in or around the Proposed Building.
- 25.8 Not to demolish the said Unit or any part thereof including inter alia the walls, windows, doors, etc., thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the Proposed Building and shall keep the portion, sewers, drains, pipes, in the said Unit and appurtenance/s thereto in good, tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the Proposed Building and shall not chisel or any other manner damage the columns, beams, walls, slabs or RCC pardis or other structural members in the said Unit without the prior written permission of the Promoter and the Proposed Legal Entity/Entities (as may be formed in respect of the Proposed Building), when formed.
- 25.9 Not to do or permit to be done any act, deed, matter or thing, which may render void or voidable, any insurance of the Proposed Building or any part thereof or whereby any increased premium may become payable in respect of the insurance.
- 25.10 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or on the terrace or in the fire chutes or electrical ducts or plumbing ducts or firefighting ducts or in the other premises or any other part or portion of the Proposed Building and/or the said Land.
- 25.11 To bear and pay any increase in local taxes, water charges, insurances and such other levy/ies if any which are imposed by the concerned local/public

authority either on account of change of user or otherwise in respect of the said Unit by the Purchaser/s.

- 25.12 The Purchaser/s shall not be entitled to transfer, assign or part with the interest or any benefit of this Agreement, without the prior written permission of the Promoter, until all the dues payable by the Purchaser/s to the Promoter hereunder and/or otherwise are fully paid up.
- 25.13 The Purchaser/s shall abide by, observe and perform all the rules, regulations and bye-laws of the Proposed Legal Entity/Entities (as may be formed in respect of the Proposed Building) and the Proposed Apex Body as also the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Proposed Building and the buildings forming part of the Total Proposed Buildings and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the Government and other public bodies and not commit breach thereof and in the event of the Purchaser/s committing breach thereof and/or any act in contravention of the above provision, the Purchaser/s shall be personally responsible and liable for the consequences thereof to the Proposed Legal Entity/Entities (as may be formed in respect of the Proposed Building) and/or the Proposed Apex Body and/or the concerned authority and/or other public authority.
- 25.14 The Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the Proposed Legal Entity/Entities (as may be formed in respect of the Proposed Building) regarding the occupation and use of the said Unit and shall bear and pay and contribute regularly and punctually towards the taxes, expenses or other outgoings as may be required to be paid from time to time.
- 25.15 The Purchaser/s shall permit the Promoter and its surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said Land/ Total Proposed Buildings/ Proposed Building /said Unit and/or any part thereof to view and examine the state and condition thereof, and to carry out the repair or replacements therein for a period of 5

(Five) years from the date of the Purchaser/s being put in possession of the said Unit.

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25.16 The Purchaser/s undertake/s not to enclose any passage/s, lobby or other common areas in the Proposed Building in any manner whatsoever and not to cover the voids in any place in the Proposed Building or store any goods/chattels in the common areas including the chajjas or sheds or service areas behind the toilets.

25.17 The Purchaser/s shall not dispose off or throw any garbage or dirt or rubbish in the sinks of the toilets or basins in the said Unit. The dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by the residents/occupants of the building in the jurisdiction of MCGM. The Purchaser/s shall at all times co-operate with the Promoter for adoption of any mechanism or common scheme of garbage collection, garbage disposal including inter alia by segregating various types of garbage as may be communicated by the Promoter from time to time.

25.18 The Purchaser/s shall not permit any of his/her/their family member/s, servants, agents or any other person/s to use and/or occupy and/or sleep in any common passages, staircases or common areas of the Proposed Building.

25.19 The Purchaser/s shall ensure that all the family members, agents, staff, employees, etc., of the Purchaser/s shall actively participate in all fire, earthquake, terror and other safety drills as may be conducted by the Promoter or by any concerned authorities from time to time.

25.20 The Promoter shall provide to the Purchaser/s the water connection in respect to said Unit. The Promoter shall not be held liable or responsible in any respect whatsoever if the concerned authorities are unable to provide the water supply to the said Unit. The Purchaser/s is/are further informed that for the purposes of flushing, water may be provided from the Sewage Treatment Plant (if so installed) and/or the bore wells and the Purchaser/s shall not object to the same.

25.21 The Purchaser/s is/are aware that the plans are approved with the use of base land FSI, Premium FSI and Fungible FSI, which are acquired by way of payment of premium to the MCGM and Government authorities and the

premium is paid/shall be paid to MCGM for the same and that the Promoter is also loading, using and utilising TDR on the said Land which would be consumed in the course of construction of the Proposed Building.

- 25.22 The Purchaser/s is/are also aware that the Promoter has paid to MCGM the premium towards the staircase; lift lobby passage, internal staircase and condoning of open space deficiencies.
- 25.23 The Purchaser/s is aware of various concessions, approvals granted to the Promoter at the time of construction of the Proposed Building including the open space deficiency. The Purchaser/s is/are aware that the Proposed Building is being constructed with deficient open spaces (which deficiency has been condoned by the MCGM). The Purchaser/s undertake/s not to raise any objection in respect of the open space deficiency and shall also not raise any objection in respect to the construction and/or development activities carried on in the said Land or in the adjoining plots on the ground of deficient joint open space or otherwise howsoever.
- 25.24 The Purchaser/s is/are aware of various declarations and/or undertakings that the Promoter has executed in favour of various authorities including the MCGM for the purpose of obtaining various approvals, concessions and sanctions for the purpose of and with an objective of undertaking the development and construction on the said Land. The Purchaser/s confirm/s that the Purchaser/s has/have read and understood the same and the contents thereof and the Purchaser/s further acknowledge/s that as one of the acquirers of premises in the Proposed Building the Purchaser/s may be bound by such undertakings and/or declarations executed by the Promoter and the Purchaser/s hereby irrevocably agree and undertake with the Promoter to comply with the same and not to commit any breach or violation of the same.
- 25.25 The Purchaser/s shall not object to the Promoter applying for and obtaining part Occupancy Certificates from the MCGM in relation to any part of the Proposed Building for the purpose of granting occupation to certain premises acquirers in the Proposed Building.
- 25.26 As a part of a marketing exercise or otherwise in the event if the Promoter is

required under law, the Promoter may disclose and/or publish the name of the Purchaser/s and/or other acquirers of the flats/shops/premises (jointly and/or severally) and/or their family members along with their occupation and also use their photographs to such third parties as the Promoter may deem fit and the Purchaser/s either in their individual capacity or as members of the Proposed Legal Entity/Entities (as may be formed in respect of the Proposed Building) shall not object thereto.

- 25.27 The Promoter may permit various consultants, service providers, financiers, manufacturers, suppliers and other third parties to publish the image of the Proposed Building and the name of the Proposed Building in advertisements, publications, brochures, and such other marketing and/or promotional materials as the Promoter may deem fit and the Purchaser/s either in their individual capacity or as members of the Proposed Legal Entity/Entities (as may be formed in respect of the Proposed Building) shall not object thereto.
- 25.28 The Purchaser/s is/are further made aware that the Promoter is engaged in the business of construction, development and redevelopment of immovable properties in and around Mumbai and during the construction of the Proposed Building and after completion thereof, the Promoter may desire to show the Proposed Building and/or any areas therein including but not limited to the common areas (during construction/development or after completion thereof) to various prospective clients of the Promoter including inter alia occupants of building/s, which the Promoter is developing or is proposing to develop and accordingly, the Promoter may arrange for site visits to the said Land and the Proposed Building and may organize functions in the common areas like compound/s, terrace/s, lobby/ies, podium, and other areas in the Proposed Building for such purposes and the Purchaser/s either in their individual capacity or as members of the Proposed Legal Entity/Entities (as may be formed in respect of the Proposed Building) shall not object thereto.
- 25.29 It is clarified that the rights of the Promoter as specified in Clauses 25.26, 25.27 and 25.28 above are permanent rights granted to the Promoter by the

Purchaser/s and the Promoter shall not be liable to make payment of any compensation to the Purchaser/s and/or the Proposed Legal Entities (as and when the same is/are formed) in relation to exercise of such rights.

25.30 The Purchaser/s hereby acknowledge/s that the Promoter has paid and shall be paying various amounts to the concerned authorities including *inter alia* the MCGM as deposits, premiums and other charges for the purpose of obtaining various approvals from such authorities and in the event of any amounts being refunded by the concerned authorities at any time hereafter (notwithstanding whether the construction of the Proposed Building is completed or not), the Promoter shall be solely and exclusively be entitled for such refunds and the Purchaser/s and/or the Proposed Legal Entities and/or the Proposed Apex Body shall not be entitled to the same.

26. INDEMNITY:

The Purchaser/s is/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the Promoter has agreed to and is executing this Agreement and Purchaser/s hereby agree/s to indemnify and keep indemnified the Promoter absolutely and forever from and against all and any damage or loss that may be caused to the Promoter including *inter alia* against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Promoter, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Purchaser/s being untrue and/or as a result of the Promoter entering in to this Agreement and/or any other present/future writings with the Purchaser/s and/or arising there from and/or breach of the terms and conditions of this Agreement by the Purchaser/s or otherwise.

27. STAMP DUTY AND REGISTRATION:

27.1 As per Govt. Notification issued under reference no. TPS-1820/AN-27/P.K.80/20/UD-13 dated 14th January, 2021 (hereinafter referred to as the "**said Notification**") the Promoter is availing benefit of 50% reduction in premium payable to the MCGM. The Purchaser/s hereby confirms that in

accordance with the said Notification the stamp duty on this Agreement is borne and paid by the Promoter and thereby the benefit of the aforesaid premium reduction has been passed on to the Purchaser/s. The Purchaser/s has/have simultaneously with this Agreement executed the requisite Certificate as required by the MCGM confirming that the stamp duty on this Agreement has been paid by the Promoter. A copy of the Certificate executed by the Purchaser/s is annexed hereto and marked as **Annexure T**. The Purchaser/s also undertake/s to execute any further writings/deed/s/document/s as required by the MCGM.

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27.2 At the time of execution of this Agreement the Purchaser/s shall pay the applicable amount of registration charges/fees and other out of pocket expenses, payable in respect of this Agreement. Thereafter the Promoter shall lodge this Agreement for registration with the concerned Sub-Registrar of Assurances. Accordingly, the Purchaser/s on receiving an intimation from the Promoter, visit the office of the Sub-Registrar of Assurances on scheduled date and time along with the Promoter's authorized representative/s to admit execution thereof.

28. TRANSFER OF THE SAID UNIT:

If the Purchaser/s, before being put in possession of the said Unit, desire/s to sell or transfer his/her/their interest in the said Unit or wishes to transfer or give the benefit of this Agreement to other person, the same shall be done only after the Purchaser/s obtain/s the prior written permission of the Promoter in that behalf. In the event of the Promoter granting such consent, the Purchaser/s shall be liable to and shall pay to the Promoter such sums as the Promoter may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same **PROVIDED HOWEVER THAT** such transferee/s/assignee/s of the Purchaser/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Purchaser/s to be observed, performed and complied with. All the provisions of this Agreement shall *ipso facto* and automatically apply mutatis mutandis to such transferee/s/assignee/s also.

29. COMPLIANCE WITH FOREIGN EXCHANGE AND REMITTANCE LAWS

29.1 The Purchaser/s, if resident/s outside India, shall be solely responsible for compliances relating to the necessary formalities laid down in the Foreign Exchange Management Act, 1999 (hereinafter referred to as "**FEMA**"), the rules and regulations of the Reserve Bank of India ("**RBI**") and all other applicable laws, rules and regulations made with regard to purchase of immoveable property/residential flats/premises/shops by person/s resident outside India and any statutory amendment(s), modification(s) thereof and all other applicable laws including that of remittance of payment/acquisition/sale/transfer of immovable properties in India etc.; and shall provide to the Promoter with such permissions, approvals which

would enable the Promoter to fulfill its obligations under this Agreement.

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29.2 The Purchaser/s understand/s and agree/s that in event of failure on the part of the Purchaser/s to comply with the obligations of the Purchaser set out in Clause 29 hereof or failure to comply with the aforesaid applicable laws, rules, regulations, or guidelines issued by the RBI or other concerned authorities, the Purchaser/s shall be solely liable for any action under the FEMA or any of the aforementioned laws, rules, regulations, guidelines, etc. The Purchaser/s agree/s to keep the Promoter fully indemnified and harmless in this regard and agree/s that the Promoter shall accept no responsibility for the same.

29.3 The Purchaser/s further undertake/s to intimate the Promoter in writing about any change in the residential status of the Purchaser/s subsequent upon signing of this Agreement; and to comply with the necessary formalities if any under the prevailing applicable laws.

29.4 It is hereby agreed between the Parties that the Promoter shall not under any circumstances be held responsible towards any third-party making payment/remittances on behalf of any Purchaser/s of the said Unit applied for in any way.

30. MISCELLANEOUS:

30.1 **Co-operation:** The Purchaser/s shall, from time to time, sign and execute all applications, papers and documents, and do all the acts, deeds, matters and things as the Promoter may require, for safeguarding the interest of the Promoter to the Proposed Building and/or the premises therein.

30.2 **Name of the Building:** The name of the Proposed Building shall at all times remain as “AJMERA MANHATTAN”, unless changed by the Promoter and the same shall not be changed without the prior written permission or approval of the Promoter. The Promoter shall be entitled to add at such places on the façade or terrace/s or compounds or common areas in the Proposed Building placards, sign boards, neon signs, hoardings etc. indicating to the public at large that the Proposed Building is being constructed and/or developed or that the Proposed Building has been constructed and/or developed by the Promoter.

30.3 **Notices:** All letters, circulars, receipts and/or notices to be served on the

Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served, if posted or dispatched to the Purchaser/s by Registered Post with Acknowledgement Due ("RPAD") or hand delivered by the Promoter at the address hereinabove stated or sent by electronic mail (e-mail) to the e-mail address as provided by the Purchaser/s to the Promoter as follows:

Purchaser/s : [_____]

30.4 **Income Tax PAN:** The Parties are setting out here under their respective Income Tax Permanent Account Numbers:

30.4.1 Promoter : [_____]

30.4.2 Confirming Party : [_____]

30.4.3 Purchaser/s : [_____]

30.5 **Obligations:** all obligations of the Purchaser/s and covenants made by the Purchaser/s herein shall be deemed to be obligations and/or covenants, as the case may be, running with immoveable property and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Unit may come.

30.6 **Confirmation by the Confirming Party:** The Confirming Party hereby confirms the transactions as contemplated in this Agreement.

30.7 **Lien and Charge of the Promoter:** Notwithstanding anything contained herein, the Promoter shall, in respect of any amount remaining unpaid by Purchaser/s under the terms of this Agreement, have a first lien and charge on the said Unit agreed to be purchased by the Purchaser/s hereunder.

30.8 Dispute Resolution:

30.8.1 To the extent that the Maharashtra Real Estate Regulatory Authority may have exclusive jurisdiction under the applicable provisions of RERA and under the RERA Rules, all disputes between the Parties shall be brought before and be adjudicated by the Maharashtra Real Estate Regulatory Authority.

30.8.2 Subject to what is provided in Clause [30.8.1], any dispute, controversy, claim or disagreement of any kind whatsoever between or among the Parties in connection with or arising out of this Agreement or the breach, termination or invalidity thereof shall be referred to and finally resolved by arbitration. The invoking of arbitration in case of a Dispute shall not affect the termination of this Agreement (if terminated in accordance with the provisions hereof). The seat of the arbitration shall be Mumbai, India and the arbitration proceedings shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory re-enactment thereof in force in India at the time such arbitration is commenced. The arbitration proceedings shall be conducted by a sole arbitrator to

be mutually appointed by the Parties and failing such mutual agreement on the appointment, the sole arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of the arbitration proceedings shall be English. The award rendered by the arbitral tribunal shall be in writing and shall set out the reasons for the arbitral tribunal's decision. The award shall allocate or apportion the costs of the arbitration, as the Tribunal deems fair. The Parties agree that the arbitration award shall be final and binding on the Parties.

30.9 **Jurisdiction:** Subject to what is stated in the above Clause 30.7, the Courts in Mumbai shall have exclusive jurisdiction to try and entertain all disputes between the Parties hereto arising out of this Agreement or otherwise pertaining to the said Premises.

30.10 **No Demise or Grant or Assignment:** The Purchaser/s shall have no right, title, interest, share, claim demand of any nature whatsoever and howsoever arising in to upon the said Land and/or the Proposed Building and/or otherwise howsoever against the Promoter, save and except in respect of the said Unit. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Land and/or the Proposed Building and/or any part thereof.

30.11 **No Waiver:** Any delay or indulgence shown by the Promoter in enforcing the terms of agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice any rights of the Promoter hereunder or in law.

30.12 **Enforceability:** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement should be prohibited or rendered invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such

provision or the remaining provisions of this Agreement. Any unenforceable provision or provision which is ineffective or invalid under the applicable law shall be replaced and substituted by the Parties acting in good faith, by a provision which most nearly reflects the Parties' intent in entering into such unenforceable provision or provision which is ineffective or invalid under the applicable law.

30.13 **Obligations of the Purchaser/s:** In the event if there is more than a single person/entity mentioned as a Purchaser in this Agreement, then all obligations of all Purchasers under this Agreement, shall be joint and several.

30.14 **Entire Agreement:** This Agreement sets forth the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings and representations, written or oral. The terms and conditions and the subject matter hereof shall supersede all representations, warranties implied and/or express made whether directly or indirectly (including by virtue of any brochures, advertisements, pamphlets, statements on the Promoter's website/s, model/s of the Proposed Building, etc.). In case of any inconsistency between this Indenture and any other document, this Indenture shall prevail. Each Party shall exercise all his/its respective rights and do all such things as may be necessary to give full effect to, and ensure compliance with, the provisions of this Indenture.

30.15 **Headings:** The headings, subheadings, titles, subtitles used for the Clauses under this Agreement are only for the sake of convenience and easy identification of the provisions and headings, subheadings, titles, subtitles to Clauses, and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and Annexures hereto and shall be ignored in construing and interpreting the same.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land admeasuring 1,11,732.20 square meters or thereabouts and numbered as Sub-Plot A as per the layout sanctioned by the MCGM on 26th May, 2009 and comprising of following :-

(PART A)

CTS No. 1A/1 admeasuring 3022.20 square meters, lying being and situate at Village Anik, Taluka Kurla, within the jurisdiction of the City Survey office Chembur in the registration Sub-District of Mumbai Suburban and bounded as follows:

On or towards the East by	:	CTS No. 1A/2
On or towards the West by	:	Mahul natural Nalla
On or towards the South by	:	Mahul natural Nalla
On or towards the North by	:	Mahul natural Nalla

(Part B)

CTS No. 1A/2 admeasuring 97434 square meters, lying being and situate at Village Anik, Taluka Kurla, within the jurisdiction of the City Survey office Chembur in the registration Sub-District of Mumbai Suburban and bounded as follows:

On or towards the East by	:	CTS No. 1A/5
On or towards the West by	:	Mahul natural Nalla
On or towards the South by	:	Ongoing "Ajmera Aeon" residential tower.
On or towards the North by	:	Mahul natural Nalla

(Part C)

CTS No. 1A/3 admeasuring 6753.3 square meters, lying being and situate at Village Anik, Taluka Kurla, within the jurisdiction of the City Survey office Chembur in the registration Sub-District of Mumbai Suburban and bounded as follows:

On or towards the East by	:	CTS No. 5
On or towards the West by	:	CTS No. 1A/15, 1B & CTS No. 2
On or towards the South by	:	CTS No. 4
On or towards the North by	:	CTS No. 1A/2

(Part D)

CTS No. 1A/6 admeasuring 4522.70 square meters, lying being and situate at Village Anik, Taluka Kurla, within the jurisdiction of the City Survey office Chembur in the registration Sub-District of Mumbai Suburban and bounded as follows:

On or towards the East by	:	CTS No. 1A/2
On or towards the West by	:	Mahul natural Nalla
On or towards the South by	:	Mahul natural Nalla
On or towards the North by	:	Mahul natural Nalla

THE SECOND SCHEDULE ABOVE REFERRED TO

The Unit (residential flat/Shop) bearing no. [_____], on the [_____] floor in the _____ [A/B] wing, admeasuring approximately [_____] square feet carpet area i.e. approximately [_____] square meters carpet area (which area is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules) in the Proposed Building to be constructed on the said Land more particularly described in the **First Schedule** hereinabove written.

It is clarified that the carpet area of the said Unit, as mentioned hereinabove (excluding the area of balcony) is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules (viz. the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the apartment).

THE THIRD SCHEDULE ABOVE REFERRED TO

Common Areas and Facilities

PART A -LIMITED COMMON AREAS

- Staircases landing and landing on each floor will be limited amongst the occupants of that particular floor.
- Lobbies/ Passage in front of Lifts and staircases on each floor, will be limited amongst the occupants of that particular floor
- Car parking spaces in accordance with the provisions of Clause 19 hereof.

PART B - COMMON AREAS

- Main Entrance Lobby of the A and B Wings of the Proposed Building.
- Common terraces over the topmost habitable floor of the Proposed Building (all terraces on the other habitable floors, if approved and provided will not be included in common areas and may be designated as limited common areas).
- Under Ground Tank and overhead water tanks, water pipes and water meters, water pumps.
- Electric Common board, all common wiring and common switches.
- Common lights in staircases and landings.
- Storm water drains.
- Compound Wall.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribe their respective hands on the day and year the first above written.

SIGNED SEALED AND DELIVERED)

By the within named "**Promoter**")

AJMERA REALTY & INFRA INDIA LIMITED)

through the hands of its authorized signatory)

Mr._____)

in presence of)

1.)

2.)

SIGNED SEALED AND DELIVERED)

By the within named "**Confirming Party**")

M/S. VIJAY NAGAR APARTMENTS)

through the hands of its authorized signatory)

Mr._____)

in presence of)

1.)

2.)

SIGNED AND DELIVERED)

by the within named "**Purchaser/s**")

[_____])

in the presence of

)

1.

)

2.

)

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ANNEXURE 'R'
DETAILS OF PURCHASE PRICE AND INSTALLMENTS OF PURCHASE PRICE

The Purchase Price payable by the Purchaser/s to the Promoter in respect of the said Unit shall be **Rs. _____/- (Rupees _____ Only)**. The said consideration/purchase price of **Rs. _____/- (Rupees _____ Only)** shall be paid by the Purchaser/s to the Promoter in the following manner:

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Sr. No.	Payments to be made in the following manner	Percentage of Amount to be paid
1	On Booking	9 Lakhs
2	Within 30 days of booking (adjusting the booking amount)	9.90%
3	On Commencement of Work	10.10%
	On Commencement of Excavation	5.00%
4	On Commencement of Foundation	5.00%
5	On Commencement of 1 st Slab	2.00%
6	On Commencement of 2 nd Slab	1.12%
7	On Commencement of 3 rd Slab	1.12%
8	On Commencement of 4 th Slab	1.12%
9	On Commencement of 5 th Slab	1.12%
10	On Commencement of 6 th Slab	1.12%
11	On Commencement of 7 th Slab	1.12%
12	On Commencement of 8 th Slab	1.12%
13	On Commencement of 9 th Slab	1.12%
14	On Commencement of 10 th Slab	1.12%
15	On Commencement of 11 th Slab	1.12%
16	On Commencement of 12 th Slab	1.12%
17	On Commencement of 13 th Slab	1.12%
18	On Commencement 14 th Slab	1.12%

Sr. No.	Payments to be made in the following manner	Percentage of Amount to be paid
19	On Commencement of 15 th Slab	1.12%
20	On Commencement of 16 th Slab	1.12%
21	On Commencement of 17 th Slab	1.12%
22	On Commencement of 18 th Slab	1.12%
23	On Commencement of 19 th Slab	1.12%
24	On Commencement of 20 th Slab	1.12%
25	On Commencement of 21 st Slab	1.12%
26	On Commencement of 22 nd Slab	1.12%
27	On Commencement of 23 rd Slab	1.12%
28	On Commencement of 24 th Slab	1.12%
29	On Commencement of 25 th Slab	1.12%
30	On Commencement of 26 th Slab	1.12%
31	On Commencement of 27 th Slab	1.12%
32	On Commencement of 28 th Slab	1.12%
33	On Commencement of 29 th Slab	1.12%
34	On Commencement of 30 th Slab	1.12%
35	On Commencement of 31 st Slab	1.12%
36	On Commencement of 32 nd Slab	1.12%
37	On Commencement of 33 rd Slab	1.12%
38	On Commencement of 34 th Slab	1.12%
39	On Commencement of 35 th Slab	1.12%
40	On Commencement of 36 th Slab	1.12%
41	On Commencement of 37 th Slab	1.12%
42	On Commencement of 38 th Slab	1.12%

Sr. No.	Payments to be made in the following manner	Percentage of Amount to be paid
43	On Commencement of 39 th Slab	1.12%
44	On Commencement of 40 th Slab	1.12%
45	On Commencement of 41 st Slab	1.12%
46	On Commencement of 42 nd Slab	1.12%
47	On Commencement of 43 rd Slab	1.12%
48	On Commencement of 44 th Slab	1.12%
49	On Commencement of 45 th Slab	1.12%
50	On Commencement of 46 th Slab	1.12%
51	On Commencement of 47 th Slab	1.12%
52	On Commencement of 48 th Slab	1.12%
53	On Commencement of 49 th Slab	1.12%
54	On Commencement of Masonry Work	1.40%
55	On Commencement of Internal Plaster Work	1.40%
56	On Commencement of External Plaster Work	1.44%
57	On Intimation of Finishing Work	5.00%
58	Within 7 (Seven) days of the Promoter offering to put the Purchaser/s in possession of the said Unit or at the time of the Purchaser/s being permitted to carry out fit out works in the said Unit, whichever is earlier.	5.00%
	TOTAL	100%

ANNEXURE - S

Internal Amenities

Ultra-Modern Feature.

Provision for Home Automation System

Provision for 3rd party compatibility for electronics & curtains

Panic Buttons

Security System

CCTV Security System for common Area

Access control by Smart Card

Public address system in Parking Area

Video Door Phone with connectivity to reception

Intercom connected to reception

Flooring

Vitrified flooring in Living/Dining & all Bedrooms

Tiles

Vitrified tiles in Kitchen

Designer tiles in bathroom

Windows

Anodized aluminium windows for all the Rooms

Glass railings for decks & balconies

Electricals

Provisions for Internet connectivity

Bathroom fittings

Branded Bathroom and Sanitary-were fittings Glass Partition in Bathroom between wet and dry area.

External Amenities

Plug and Play internet connectivity

Wi-Fi Zone

Advance fire Alarm Systems

Elevators of superior make with destination control

Intelligent Building Management System

Environment & Energy Efficient HVAC System

Water recycling System

Rainwater Harvesting System

Well-equipped Gymnasium

Steam and Sauna & Jacuzzi Health Spa

Cafeteria

Library

Table Tennis

Dedicated Children Play Area

Reflexology Path

Yoga Deck

Jogging Track

Lawn Tennis Court (In larger layout)

i-Safe Locker Facility (In larger layout)

Pet Park (In larger layout)

Multiple Game Court (In larger layout)