

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai this _____ day of _____ in the Christian Year Two Thousand _____ ("this Agreement").

BETWEEN

LOKHANDWALA KATARIA CONSTRUCTION PVT. LTD., (PAN:AAACL5105A) a Private Limited Company duly incorporated and registered under the provisions of the Companies Act 1956 having its Registered Office at 306, Ceejay House, Dr. Annie Besant Road, Opp. Atria Mall, Worli, Mumbai- 400018, (crm@lokhandwalainfrastructure.com) hereinafter called "**THE SELLERS**" (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 ONE PART.

AND

both/all of Indian Inhabitant/s adults having his/her/their common address/s at

_____ hereinafter singularly / collectively referred to as "**THE PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include in case of an individual or individuals his/her/their respective heirs, executors, administrators and permitted assigns and in case of a body corporate its successors, and permitted assigns and in case of partnership firm the partners from time to time of the said firm, the heirs, executors, administrators of the last surviving partner and in case of a Hindu Undivided Family, the Karta and the members for the time being and from time to time the Coparceners and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and the heir or his permitted assign and in case of trust, trustees for the time being and from time to

time of the trust and the survivors or survivor of them and the heirs executors and administrators of the last survivor of them and the heir or his permitted assign) of the OTHER PART.

The Sellers and the Purchaser are individually referred to as 'Party' and collectively as 'Parties'.

W H E R E A S:

Maharashtra Slum (Improvement clearance and Redevelopment) Act 1971 and Development Control Regulations:

- (a) The Government of Maharashtra with a view to control the mushrooming of new slums in and around the city of Greater Mumbai and to improve the living conditions of existing Slum Dwellers by providing them neat and clean environment and basic essential amenities enacted the provisions of Maharashtra Slum (Improvement clearance and Redevelopment) Act 1971 and with a view to have planned growth of the city revised building bye laws and Development Control Rules and published the same under the title "Development Control Regulations for Greater Mumbai 1991" and as specifically provided under Regulations 33(10) for the development of censussed slum in Appendix IV ("D.C.R, 33(10)").
- (b) For effective implementation of the Slum Redevelopment Scheme Maharashtra Government has introduced amendments / modifications to D.C.R. No. 33(10) Appendix – IV of the sanctioned Development Control Regulations Act 1991 by providing Additional Guidelines to the Municipal Corporation for Greater Mumbai ("MCGM") being the Town Planning Authority for the City of Greater Mumbai with the aim of providing well ventilated self-contained tenements FREE OF COST to each eligible slum dwellers family as defined in the said modifications bearing Ref. No. DCR/1095/1209/CR-273/95 UD-II dated 27th August 1996 & 3rd May 1997 (hereinafter referred to as "**the said Notifications**"). Each eligible FAMILY UNIT of notified slum means a family unit whose name and structure have a photopass and / or appears in the voters list prepared with reference to 1st January 1995 or the date prior thereto and such inhabitants stay at in such structure and have documentary evidence of the same prior to 01/01/1995.

Entire Property:

- (c) The entire property comprises of all those pieces and parcels of lands bearing Cadastral Survey Nos. 1 (part) and 2 (part) of Lower Parel Division admeasuring 28,328.79sq. mtrs. or thereabouts, situate at J. R. Boricha Marg, Mumbai – 400 011 and falling in Municipal Ward No. "G" South as per the sanctioned layout plan annexed hereto as Annexure "A" and more particularly described in the FIRST SCHEDULE hereunder written (hereinafter referred to as "**the said Entire Property**"). The Property Register Cards in

respect of the said Entire Property presently stand in the name of MCGM. Out of the said Entire Property a portion admeasuring 26,160.72 square metres is a slum plot and the same was surveyed and census was carried out. The balance area of 2168.07 square metres of the said Entire Property is non slum plot.

Resolution and Development Agreement:

(d) Under the policy of Government of Maharashtra for controlling the mushrooming of new slums in and around the city of Greater Mumbai and to improve the living conditions of existing Slum Dwellers by providing them with neat and clean environment and basic essential amenities and as per the Development Control Regulation No. 33 (10) of Appendix IV and the provisions of the Notification dated 27th August, 1996 ("**said Notification**") as amended upto date issued by the Government of Maharashtra, the slum dwellers of the said entire property formed themselves into 9 societies and the said nine societies (hereinafter referred to as the "**said Societies**") formed themselves into a Federation i.e. Shramik Ekta SRA Co-operative Housing Society Federation Ltd. then proposed and now registered under the Maharashtra Co-operative Societies Act, 1960 (hereinafter referred to the "**said Federation**").

Since the said Societies and the said Federation did not possess the requisite manpower and finance, the said Societies and the said Federation (then proposed) in its General Body meeting held on 7-4-2004 agreed to grant development rights of the slum plot admeasuring 26,160.72 sq. meters (forming part of the said Entire Property) to M/s. Lokhandwala Kataria Construction Pvt. Ltd., and executed Development Agreement dated 12-5-2004 ("**said Agreement**"). The area of 2168.07 sq. meters of non slum plot (being the balance area of the said Entire Property) is being developed in accordance with the provisions of Development Control Regulation 33(14)(D) of the Development Control Regulations of Greater Mumbai, 1991

Layout and Letter of Intent:

(e) The Sellers submitted a slum redevelopment scheme under the provisions of the said Notification in respect of the said Entire Property which scheme has been approved under a Letter of Intent dated 16-4-2005 bearing No. SRA/ENG/927/GS/ML/LOI on certain terms and conditions as mentioned therein. The aforesaid Letter of Intent has been modified from time to time with the latest revision being approved under a revised Letter of Intent dated 01-06-2021 bearing No. SRA/ENG/927/GS/ML/LOI ("**LOI**") on certain terms and conditions as mentioned therein. Copies of the Letter of Intent dated 16-4-2005 as revised on 01-06-2021 is hereto annexed as Annexure "B".

(f) The Sellers have got the layout plan and building plans approved and sanctioned for redevelopment of the said Entire Property for the constructions of **13** buildings in total, out of which (i) 10 (Ten) buildings are for providing permanent alternate accommodation to the eligible members of the said Societies, (ii) 1 (one) building is a school building (as required under the reservation affecting the said Entire Property)(iii) (1) one building for the purpose of municipal dispensary (as required under the reservation affecting the said Entire Property) and (iv) 1 (one) building will be a multistoried high-rise residential building for sale comprising of two wings viz. 'Wing A' and 'Wing A1' comprising of 2 (two) basements + 12 (twelve) podiums + 60 (sixty habitable floors from 14th to 79th floors i.e. for entire building and 4 service floors on 13th floor, 30th floor, 41st floor, and 63rd floor + 2 Fire check floors on 40th and 62nd floors (IOA received upto 79th floor i.e. for entire building. ("**Sale Building/said Building**") as per the provisions of the said Notification and the said Agreement dated 12-5-2004 on the terms and conditions contained in the LOI.

(g) The building section plan is annexed hereto as **Annexure "C"**.

(h) The said Building is being constructed by the Sellers on a portion of the said Entire Property, which portion is admeasuring 7907.90 sq, meters and is demarcated in **hatched lines** on the plan annexed hereto as Annexure A and is more particularly described in the **SECOND SCHEDULE** hereunder written (hereinafter, "**said Property**").

(i) The construction, development and sale of one multistoried high-rise residential building for sale comprising of two wings viz. 'Wing A' and 'Wing A1' comprising of 2 (two) basements + 12 (twelve) podiums + 60 (sixty habitable floors from 14th to 79th floors i.e. for entire building and 4 service floors on 13th floor, 30th floor, 41st floor, and 63rd floor + 2 Fire check floors on 40th and 62nd floors (IOA received upto 79th floor i.e. for entire building) on the said Property in accordance with the approvals received for the same from the concerned authorities, is hereinafter referred to as the "**Project**".

(j) The Sellers have obtained a sanction of the layout plan vide letter bearing reference No.SRA/ENG/304/G/S/ML/LAYOUT dated 19th November, 2013 for the development of the Project on the said Property from SRA, and the same is annexed hereto as **Annexure "A" ("Layout Plan")**.

A list of the NOC's /Clearances issued for the project is at **Annexure "D"**.

IOA, C.C. and other approvals

- (k) Slum Rehabilitation Authority ("SRA") has granted IOA and commencement certificates for the various rehab buildings to be constructed for the slum dwellers.
- (l) The Intimation of Approval ("I.O.A.") for the Sale Building is sanctioned by SRA under Intimation of Approval No. SRA/ENG/2375/GGS/ML/AP dated 7-5-2010 and amended on 21-10-2011, 02-06-2016, 02-11-2017, 29-06-2021 and thereafter on 05-04-2022. Copies of the IOA are annexed herewith collectively as **Annexure "E"**.
- (m) The Sellers reiterate that they intend to put up additional construction if permissible on the said Building.
- (n) Pursuant to the Commencement Certificate dated 20-05-2022 bearing ref: no. SRA/ENG/2375/GS/ML/AP the Sellers have commenced the work of the Sale Building in terms of the sanctioned building plans and in accordance of the applicable DCR and bye laws. The copy of the Commencement Certificate dated 20-05-2022 is annexed herewith at **Annexure "F"**.

Separate Lease for Sale Building and the rehabilitation buildings:

- (o) The Sellers shall obtain from the MCGM a separate lease in respect of the said Property in favour of the Organization (as defined hereinafter). The Sellers shall submit to the MCGM/SRA all documents necessary for execution of the aforesaid separate lease in respect of the said Property in favour of the said Organization within 4 (four) months of all the premises in the Building "MINERVA" being sold by the Sellers and full consideration and all amounts receivable by the Sellers from the purchasers of all flats in the said Building "Minerva" are received by the Sellers. Within 4 (four) months of separate P. R. Card for the said Property being issued by the MCGM, the Sellers shall transfer the title in respect of the Sale Building in favour of the said Organisation.
- (p) The hereinbefore envisaged lease to be executed by the land owing authority viz. MCGM in favour of the society/societies of the Slum Dwellers in respect of the land whereon the buildings for rehabilitation of the eligible slum dwellers have been constructed with the appurtenant area and a separate lease is envisaged to be executed by such land owning authority in favour of the society of the Purchaser of the flats/tenements/premises pertaining to the land on which the free-sale premises/buildings are situate and the appurtenant land thereto.
- (q) Under the said Agreement dated 12-5-2004 the Federation and the said Societies of Slum Dwellers have agreed that the Developers

therein being and the Sellers herein shall be entitled to obtain separate lease of the said Property from the MCGM .

Mortgage:

(r) The project land together with all rights, interests, benefits, claims and demands including all development rights, the unsold units, all sold units for which sale agreements are cancelled or terminated including the receivables have been mortgaged in favour of Vistra ITCL (India) Ltd being the Debenture Trustees vide Deed of Mortgage dated 22 October 2020 to secure the debentures issued/to be issued by the Seller to the debenture holders under the Debenture Trust Deed dated 22 October 2020 executed between the Seller and Vistra ITCL (India) Limited. However, charge in favour of Vistra ITCL India Limited excludes a saleable area of 52,322 sq. ft. (carpet area of 27,482 sq. ft.) which has been mortgaged and charged to IDBI Trusteeship Services Limited including inter alia the receivables therein by and under a Debenture Trust Deed dated 15 March 2019 and Supplementary Debenture Trust Deed dated 2 November 2020 wherein Shapoorji Pallonji Development Managers Pvt. Ltd. is the debenture holders for the debentures issued by the Company.

There is no requirement of obtaining NOC from any other Bank / Financial Institution other than **IDBI Trusteeship Services Limited / Vistra ITCL (India) Ltd**; for Flat No._____.

Architect, Structural Engineer:

(s) The Sellers have entered into standard agreements as prescribed by the Council of Architects with M/s. Architect Hafeez Contractor, and M/s Innovation Architects and Engineers (both being duly registered with the Council of Architects) and M/s Spaceage Consultants, Licensed Surveyor, being duly registered with MCGM for availing their services for designing, planning and supervision liaisoning for construction of the building/s comprised in the Project. The Sellers have also appointed a Structural Engineer for the preparation of the structural design and drawings of the building comprised in the Project and the Sellers accept the professional supervision of the Architect and the Structural Engineer till the completion of the aforesaid building.

Seller having exclusive right to construct and sell:

(t) By virtue of the said Agreement and Letter of Intent the Sellers alone have the sole and exclusive right to sell the flats in the said Sale Building to be called as "**Minerva**" (being the said Building) to be constructed by the Sellers on the said Property and to enter into agreements with the purchasers of the flats / units therein and to receive the sale price in respect thereof.

Purchaser has taken inspection / Legal advice

- (u) The Purchaser has carefully read and understood the contents and meaning of each of the clauses of this Agreement, along with all the aforesaid and hereunder relevant information furnished by the Sellers and the Purchaser has also taken independent legal advice/taken inspection of documents and only thereafter he has agreed to enter into this Agreement.

Certificate of title and property register card

- (v) A copy of the Title Report dated 01st February 2023 issued by the Advocates of the Sellers and copies of Property Register Card in respect of the said Entire Property have been annexed hereto and marked Annexures “G” and “H” respectively.

Seller to observe terms and conditions on which plans are approved:

- (w) While sanctioning the aforesaid layout plans and building plans for the Project, the concerned local authority and / or Government and the SRA has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Sellers while developing the said Entire Property and the said Building and upon due observance and performance of which only the completion and occupation certificate in respect of the said Building shall be granted by the concerned local authority.

Application for allotment of flat / premises

- (x) The Purchaser/s has approached the Sellers for allotment of Flat No. ____ in Wing ‘____’, on floor ____ (on floor numbered as ____ as per approved plan) comprising of ____ Bed Rooms, Hall, Dining and Kitchen having carpet area of ____ sq. ft (equivalent to ____ sq. mts.) Balcony admeasuring ____ sq. ft (equivalent to ____ sq. mts.) Total admeasuring ____ sq. ft (equivalent to ____ sq. mts.) in the said Building which is being constructed on the said Property (“the Flat”) and relying upon the representations, declarations and agreement of the Purchaser as hereinafter appearing, the Sellers agree to sell to the Purchaser/s the Flat, at the price and on the terms & conditions hereinafter appearing.

‘Carpet area’ means the net usable floor area of the Flat, excluding the area covered by external walls, areas under service shafts, exclusive balcony appurtenant to the Flat for exclusive use of the Purchaser/s, if any, but includes the area covered by the internal partition walls of the Flat.

Purchase subject to recited documents:

(y) The Purchaser have agreed to purchase the Flat with full notice and knowledge of all the terms and conditions contained in the aforesaid recited documents including the said Agreement and Letter of Intent and also subject to the terms and conditions mentioned therein as also herein.

The Sellers have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no.P51900008204;

(z) For the purpose of convenience of registration with Maha RERA the said Building Minerva is bifurcated into 3 parts as hereinbelow :-

Part	Floor
I	2 basement, 12 podiums and 39 slabs
II	40 th Slab to 65 th Slab
III	66 th Slab to 79 th Slab

Agreement to be executed and registered

(aa) The Sellers are required to execute a written Agreement for Sale of the Flat with the Purchaser being in fact these presents. The same will be lodged for registration by the Purchaser and the Sellers will admit execution thereof after the Purchaser have intimated within sufficient time the serial number of the document under which it is lodged for registration.

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

Sellers to construct the Building:

1. The Parties agree and declare that the recitals as incorporated hereinabove shall form the integral part of the operative part of this Agreement.
2. The Sellers shall construct the Building, to be called and named as “**Minerva**” on the said Property which said Property is more particularly described in the Second Schedule hereunder written, in accordance with the plans, designs, specifications approved by the Slum Rehabilitation Authority and other concerned authorities and which have been seen and approved by the Purchaser. Prior to the execution of this Agreement,. The Sellers shall be at liberty to make such amendments, alterations modifications and/or variations in the

layout of the said Entire Property and/or the Building as may be required to be made by the concerned local authority/the Government or by reason of change in any law, regulation, rule or order PROVIDED that, if by reason of such amendments, alterations, modifications and/or variations the Flat is adversely affected, then the Sellers shall obtain the prior consent in writing of the Purchaser in respect of the same.

PROVIDED FURTHER THAT the Sellers shall be entitled to make modifications, variations, additions or alterations as may be required by the Sellers from time to time, by obtaining 2/3rd consent of concerned affected Purchaser/s in the said parts of new Building /floor as the case may be. It is clarified that the consent of those Purchaser/s who are not affected by the modifications, variations, additions or alterations proposed and/or carried out by the Promoter as aforesaid shall not be required.

Sellers to observe all terms and conditions of local authority & occupation certificate:

3. The Sellers hereby agree to observe perform and comply with all the terms & conditions stipulations and restrictions if any which may have been imposed by the concerned local authority i.e. SRA and/or MCGM at the time of sanctioning the plans or thereafter and shall before handing over possession of the Flat to the Purchaser obtain from the concerned local authority an Occupation and/or Completion Certificate in respect of the Flat.

Agreement to Purchase, Price, Payment of balance price by installments etc.:

4. The Purchaser hereby agrees to purchase from the Sellers and the Sellers hereby agree to sell to the Purchaser, Flat No. _____ in Wing_____, on floor ____ (on floor numbered as _____ as per approved plan) comprising of _____ Bed Rooms, Hall, Dining and Kitchen having carpet area of _____ sq. ft (equivalent to _____ sq. mts.) Balcony admeasuring _____ sq. ft (equivalent to _____ sq. mts.) Total admeasuring _____ sq. ft (equivalent to _____ sq. mts.) (hereinafter referred to as "the Flat") demarcated in red colour boundary line on the approved Floor Plan hereto annexed and marked as ANNEXURE "I" for a total consideration of Rs._____ / (Rupees _____)

Only) ("Total Consideration") to be paid by the Purchaser to the Sellers in the manner set out in paragraph 8 below.

'Carpet area' means the net usable floor area of the Flat, excluding the area covered by external walls, areas under service shafts, exclusive balcony appurtenant to the Flat for exclusive use of the Purchaser/s, if any, but includes the area covered by the internal partition walls of the Flat.

Along with the Flat the Sellers have also allotted to the Purchaser _____ number of car parking spaces including mechanical car parkings at no extra cost except costs for maintenance and operation.

The nature, extent and description of the common areas and facilities are more particularly described in the **THIRD SCHEDULE hereunder** written (the "**Common Areas and Facilities**").

The limited common areas and facilities ("**Limited Common Areas and Facilities**") are more particularly set out in the **FOURTH SCHEDULE** hereunder written.

5. The Sellers have informed the Purchaser and the Purchaser is aware that possession of the Flat shall be delivered to the Purchaser as per the timeline set out herein in a **BARE SHELL** condition. Bare Shell condition means no items except toilet block work, complete waterproofing including toilets & balcony, main door with basic lock, all windows & ventilators, balcony railing, toilet ventilation, water supply at one point in each toilet, complete soil & waste drainage in all toilets, kitchen & balcony, main power & low voltage DB, video door phone, fire alarms & sprinklers, piped natural gas subject to approval and provision by MGL. No other items will be provided except as mentioned in this paragraph.
6. The Total Consideration is exclusive of club house membership, GST or any other cess, rate or taxes, expenses for stamp duty and registration, other deposits, any other similar charges, taxes and levies, etc. which any governmental or local authority may levy from time to time, in connection with the construction of and carrying out the Project, upto the date of handing over possession of the Flat which shall be paid by Purchaser separately.
7. The Sellers have informed the Purchaser and the Purchaser have understood and agreed that the Sellers have sold the Flat to them strictly on carpet area basis only.
8. The Purchaser has paid to the Sellers a sum of Rs. _____/- (Rupees _____ only) on or before the execution of this Agreement being "**the Earnest Money Deposit**" (the payment and receipt whereof the Sellers hereby admit and acknowledge) and shall pay to the Sellers balance amount of the Total Consideration being Rs. _____/- (Rupees _____ only) in the following manner:-

Sr. No.	Payment Terms
1.	
2.	
3.	
4.	

(All the payments are to be made favoring **LKCPL Minerva Master Collection Escrow Account** or as directed by the Sellers).

- 8.1 The Seller may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser.
9. It is agreed between the Parties that the actual area of the Flat may vary +/- 3% depending upon location, size and thickness of columns and walls and the Purchaser has / have agreed not to raise any objection or dispute regards the same. The Sellers shall confirm the final carpet area of the Flat after construction of the Building is complete and occupation certificate in respect of the Flat is obtained by the Sellers. If after completion of the construction of the Flat the carpet area thereof, hereby agreed to be sold, is found more or less (exceeding 3% (three percent)) than the above mentioned carpet area, then (i) in case of a reduction in area, the Promoter shall refund the excess amount to the Purchaser within 45 (forty) days with an annual interest prescribed under the Real Estate (Regulation and Development) Act, 2016 and rules for the state of Maharashtra framed thereunder (collectively, "**Real Estate Act**") from the date the excess amount is paid by the Purchaser till actual refund thereof, and (ii) in case of increase in the carpet area, then the Purchaser shall pay to the Sellers the proportionate increase in the Total Consideration which additional consideration shall be paid at the time of payment of the next milestone as per the payment schedule mentioned hereinabove. The Purchaser has been explained and informed by the Sellers the following to which the Purchaser have given their irrevocable consent to the fact that the first residential floor of the said Building will commence after such levels consisting of podium levels for car parking and other common amenities, utilities and service floor as has been disclosed in the sanctioned building plans in respect of the Building which have been shared with the Purchaser. The Sellers have numbered the first residential level / floor of the said Building as floor number 26 corresponding to floor number 14 as per the approved plan.

Time the essence of contract:

10. All the payments shall be made on their respective due dates and within seven days from the date of demand being made in that behalf and the time shall be essence of the contract for all payments to be made under this Agreement or otherwise at law. It

is specifically agreed by the Purchaser that this Agreement shall not create any right, interest and/or claim of the Purchaser on the said Premises/Flat/Shop agreed to be sold until and unless the entire consideration is paid by the Purchaser to the Sellers herein. The Parties agree that time is the essence of contract for Promoter to complete the Project and hand over possession of the Flat to the Purchaser after obtaining the occupation certificate in respect thereof, and handing over the common areas of the Project to the Organization (as defined below) in the Building, within the time specified in this Agreement.

Mode of payment of Total Consideration agreed between the Parties:

11. The Purchaser hereby agree and confirm that they have agreed to the aforesaid mode of payment of the Total Consideration after verifying the progress of construction and development of the said Building "Minerva" and in view of the nature of development of the said Building. The Sellers have agreed to accept the instalments as set out in Clause 9 set out hereinabove. The Purchaser agrees not to raise any dispute or objection regards the same.

Interest payable by Purchaser:

12. The Purchaser agree to pay to the Sellers interest at the rate of the State Bank of India highest Marginal Cost of Lending Rate + 2% at on all the amounts which have become due and payable by the Purchaser to the Sellers under the terms of this Agreement from the date the said amount is due and payable till realization of payments is actually paid by the Purchaser to the Sellers. However, this provision for payment of interest will not entitle the Purchaser to delay the payment of the amount due and the same will not in any way prejudice or affect the right of the Sellers to terminate this Agreement (as provided herein) and/or any other rights and remedies available to the Sellers under this Agreement and/or under prevalent law for default made by non-payment on stipulated time and/or any other default committed by the Purchaser in pursuance of this Agreement. It is further clarified if the Sellers accept payment of installment plus interest after the expiry of due date then they will do so only without prejudice to their other rights and remedies.

Indulgence not condonence of default:

13. Any delay tolerated or indulgence shown by the Sellers in enforcing the terms of this Agreement or any forbearance or extension of time to the Purchaser by the Sellers shall not be construed as a waiver on the part of the Sellers of any breach or non-compliance of any of

the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Sellers.

Default in payment or committing breaches of the Agreement and fifteen days notice before termination by sellers and refund of sale price:

14. Without prejudice to the right of the Sellers to charge interest as provided under Clause 12 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Sellers under this Agreement (including their proportionate share of taxes, duties, and/or cess and/or levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults in payment of the instalments of the Total Consideration the Sellers shall be entitled at their own option to terminate this Agreement PROVIDED always that the power of termination herein before contained shall not be exercised by the Sellers unless and until the Sellers shall have given to the Purchaser fifteen days prior notice in writing (by registered post A.D and email) of their intention to terminate this Agreement and specific default in respect of which the Sellers are terminating the Agreement and the Purchaser failing to remedy such default within fifteen days after giving such notice Upon termination of this Agreement as aforesaid, the Sellers shall, within 30 (thirty) days from the date of termination, refund to the Purchaser such installments of Total Consideration which may till then have been paid by the Purchaser to the Sellers after deducting therefrom (i) 20% of the Total Consideration as and by way of pre-estimated liquidated damages and (ii) all amounts due as interest on delayed payments if any but the Sellers shall not be liable to pay to the Purchaser any interest on the amount so refunded. The Purchaser confirm(s), that the above stated liquidated damages amount constitutes a reasonable, genuine and agreed pre-estimated loss that will be caused to the Sellers and the Purchaser shall not at any time hereafter raise objections or dispute the same.
15. Upon such termination the Purchaser shall cease to have any right, title or interest in the Flat and the Purchaser shall only be entitled to the refund amount as aforesaid. Upon termination, the Sellers shall be at liberty to sell and dispose of the Flat in any manner whatsoever, to such person and at such price as the Sellers may in their absolute discretion think fit.

Possession date; refund with simple interest in case of failure to give possession by stipulated date.

16. Subject to Clause 18 below, the Sellers shall give possession of the Flat together with the occupancy certificate in respect thereof to the Purchaser on or before the **31st day of December, 2023** with a further grace period of 1 (one) year ("Possession Date").

17. If the Sellers fail or neglect to give possession of the Flat to the Purchaser on the Possession Date, on account of reasons beyond his control and of his agents, then the Purchaser shall issue a written notice of 90 (ninety) days to the Sellers, calling upon the Sellers to deliver possession of the Flat to the Purchaser within the notice period of 90 (ninety) days, failing which, the Purchaser shall have the option to withdraw from the Project i.e. terminate this Agreement. In the event the Flat Purchaser exercises the option to terminate this Agreement, the Sellers shall be liable to refund to the Flat Purchaser/s within a period of 30 (thirty) days from the date of expiry of the notice period of 90 (ninety) days, the amounts already received by the Promoter in respect of the Flat together with interest at the rate of the State Bank of India highest Marginal Cost of Lending Rate + 2% from the date the Sellers received the sums till the date the amounts and interest thereon is repaid. Further, in the event the Purchaser does not exercise the option to terminate this Agreement, the Sellers shall pay to the Purchaser, interest at the rate of the State Bank of India highest Marginal Cost of Lending Rate + 2% on all amounts paid by the Flat Purchaser, for every month of delay, till the handing over of the possession. The Purchaser shall not claim and the Sellers shall not be obliged to refund to the Purchaser the amount of stamp duty, registration fees, advocates fee, fee towards registration of this Agreement, service tax, VAT, TDS, GST, development charges, outgoings etc.

18. The Sellers shall be entitled to reasonable extension of time for giving possession of the Flat on the Possession Date for the completion of Building in which the premises is to be situated is delayed on account of reasons beyond their control and or their agents including :-

- 18.1 Force Majeure event as defined under the Real Estate Act;
- 18.2 Reasonable circumstances without default on the part of the Sellers or reasons beyond the control of the Sellers;
- 18.3 War or civil commotion;
- 18.4 Any notice, order, rule, notification of the Government, semi-Government body and/or other public or competent authority;
- 18.5 Any delay on the part of the Government, semi-Government and/ or other public or competent authority in granting sanctions which is not attributable to the Sellers.
- 18.6 Where actual work could not be carried by the Sellers as per sanctioned plans due to specific stay or injunction orders relating to the Project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc.; or

18.7 Due to such mitigating circumstances as may be decided by the Authority established under the Real Estate Act ("Regulatory Authority").

It is agreed between the Parties that the Sellers shall not be liable to pay any interest to the Purchaser in the event the Possession Date is extended for the reasons mentioned above.

Possession after full payment and signing of documents:

19. The Sellers shall deliver the possession as aforesaid provided all the amounts due under this Agreement and otherwise at law are paid by the Purchaser to the Sellers and all necessary papers for possession as are to be given to various authorities or as are required by the Sellers are duly filled in signed executed and delivered by the Purchaser on or before taking possession.

Purchaser to take possession within fifteen days, defects to be rectified by Sellers:

20. The Purchaser shall take possession of the Flat within 15 (fifteen) days of the Sellers giving written notice to the Purchaser intimating that the occupation certificate in respect of the Flat has been obtained and that the Flat is ready for use and occupation.

21. If within a period of 5 (five) years from the date of handing over possession of the Flat to the Purchaser the Purchaser brings to the notice of the Sellers any structural defect or any other defect in the workmanship, quality or provision of services or any other obligation of the Sellers as contained herein in relation to the construction of the Flat or the Building then, wherever possible, such defects shall be rectified by the Sellers at their own cost within 30(thirty) days of such defect being brought to the notice of the Sellers and in case it is not possible to rectify such defect or the Sellers fail or neglect to rectify the said defect within the aforesaid period of 30 (thirty) days, then the Purchaser shall be entitled to receive from the Sellers reasonable compensation for such defect. the Parties agree that the Sellers shall not be held responsible or called to pay compensation or damages in respect of any damage caused to the Flat or the Building by natural calamity or by act of God or use of or alteration made in the Flat by the Purchaser or alteration made in the Building by the any of the flat purchasers/occupiers thereof or normal wear and tear.

Purchaser has taken inspection:

22. The Purchaser hereby declares that before execution of this Agreement, the Sellers have made full and complete disclosure and the Purchaser has taken full, free & complete inspection of particulars and disclosure of the following:-

- a) Nature of Sellers' title to the said Property described in the Second Schedule hereunder written and all encumbrances, if any, thereto, along with all relevant documents.
- b) Documents of relating to the entitlement of the Sellers to redevelop the said Property including (i) the LOI, (ii) the NOC of the MCGM dated 18-12-2004 bearing ref. no. AC/Estate/13866 /SOC/SRA the A.C.(estate) (iii) NOC dated 13-10-2010 bearing reference no FB/HR/CITY/148 (as subsequently amended vide NOC dated 4-8-2011 bearing reference no FB/HR/CITY-123) and further amended time to time and latest NOC issued dated 03-12-2021 bearing ref. no. FB/HRC/RII/15 (iv) Latest Letter dated 25-03-2022 bearing reference no CHE/HRB-930/DP City issued by the Member Secretary, Technical Committee for High Rise Buildings (v) Letter bearing reference no SEAC-2013/CR-496/TC-1 dated 09-12-2016 issued by the State Level Environment Impact Assessment Authority (vi) Intimation of Approval as amended on 05-04-2022 (vii) Commencement Certificate dated 20-05-2022 (viii) the said Agreement dated 12-05-2004 (ix) sanctioned Layout Plan bearing reference No.SRA/ENG/304/G/S/ML/LAYOUT dated 19th November, 2013;
- c) All plans and specifications duly approved and sanctioned by the Slum Rehabilitation Authority in respect of the Building to be built upon the said Property up to 79 floors i.e. for entire building.
- d) Nature and particulars of common areas and amenities to be provided in the Building.
- e) All particulars of design and materials to be used in construction of the Building on the said Property.
- f) The nature of organization of persons to be constituted and to which the title is to be passed being a co-operative housing society governed by the provisions of the Maharashtra Co-Operative Societies Act, 1960 ("Organisation").
- g) The various amounts that are to be paid inter alia towards the ground rent, revenue assessment, municipal and other local charges and taxes and water and electricity charges, including water deposit and electricity deposits as are for the time being in force and the maintenance charges and other charges payable by the Purchaser to the Sellers in terms of this Agreement.

23. The Purchaser has entered into this Agreement with the notice of the terms & conditions of the said Agreement between the said Society and the Sellers and subject to the terms & conditions imposed or that may be imposed hereafter by the Slum Rehabilitation Authority and other authorities concerned.
24. The Purchaser hereby declares that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Sellers as aforesaid and after verifying the records, the Purchaser has with full knowledge thereof entered into this Agreement and the Purchaser hereby agrees not to raise any objection in respect thereof.

F.S.I. :

25. It is hereby declared that sanctioned plan/s has/have been shown to the Purchaser/s and the Floor Space Index ("FSI") available in respect of the said Property is shown in the plan/s. The Sellers hereby declare that the FSI available, as on date, in respect of the said Property is 62,144.28 square metres as per latest IOA dated 05-04-2022 only which includes additional FSI availed of by way of Transferable Development Rights ("TDR") and FSI available on payment of premium and FSI available as incentive FSI under the Slum Rehabilitation Act and other schemes.
26. The Sellers hereby declare that the FSI available for Free Sale in respect of portion of the said Entire Property shall be entirely utilized in the Building. The residual F.A.R. / TDR in the plot or the layout not consumed will be available to the Sellers till the completion of the Project and the sellers will be at liberty to transfer the same to a person or organisation as they may deem fit and proper.
 - (a) the Sellers shall have the absolute, exclusive and full right, authority and unfettered discretion to consume on other lands or sell, transfer and/or assign all or any of such FSI, FAR, Development Rights ("DR") and Transferable Development Rights ("TDR") originating from or arising out of the said Entire Property or any part/s thereof (including the said Property) to or in favour of any person/s whatsoever, for such consideration and on such terms, conditions and provisions as may be desired and deemed fit by the Sellers in their sole and unfettered discretion and as may be permitted by law;
 - (b) The entire construction effected by the Sellers by utilising and consuming the FSI, FAR, DR and TDR as aforesaid, shall be the absolute property of and exclusively belong to the Sellers who shall have the right and be entitled to sell, transfer and/or dispose of the same in any manner

whatsoever, to any person/s whomsoever, for such consideration and on such terms, conditions and provisions as the Sellers may desire and deem fit and proper in their sole and unfettered discretion.

- (c) The Purchaser expressly recognize, confirm, agree and consent to the Sellers rights, benefit and interests as aforesaid and to what is mentioned hereinabove in this clause and the Purchaser, the and/or the Organisation shall not raise any objection or dispute in respect thereof.
- (d) The Sellers have informed the Purchaser and the Purchaser is aware that all common areas, amenities and facilities provided in the said Property such as common internal road, garden area etc forming part of the said Property and/or the Project shall be maintained by the Organisation at its own cost and expense after the handover of the said Building to the Organisation. The common areas, amenities and facilities forming part of the rest of the said Entire Property (i.e. excluding the said Property) shall be maintained by the members of the said Societies and the Sellers shall not be responsible for the same.

The Purchaser shall not be allowed to make use of the terrace and parapet walls of the terrace which will be the exclusive property of the Sellers and the Sellers shall have the exclusive use of the said terrace and the parapet walls when the property is transferred to the co-operative society subject to access thereto to the said Society to attend any leakage from the terrace and / or to the water tanks on the said terrace and / or to carry out any repairs. The Sellers shall also be entitled to display board and / or hoarding on the parapet walls / terrace of the said property or any part thereof even if the said Property is conveyed in favour of Co-operative Society or Association of persons or body corporate as the case may be.

User

- 27. The Purchaser shall not use the said Flat for any purpose, other than for which they are given by the Sellers that is to say only for residential purpose. The parking space in the limited Car Parking areas allotted with the Flat will be for parking only light motor vehicles and not for Lorry, tempo, Public Transport Vehicle etc. or any other purpose. The Purchaser shall not do anything which shall be a cause or a source of nuisance or annoyance to the Sellers or any other persons occupying the Building.

Formation of Organization

28. The Sellers shall submit an application to the concerned Registrar for registration of a cooperative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the rules framed thereunder (herein referred to as "**the said Organization**") as per law.

29. The Purchaser along with other purchasers of flats in the Building shall compulsorily join in forming and registering the said Organization. The name of the said Organization that may be formed shall always contain the word "**Minerva**" or by such name as the Sellers may decide and for this purpose and the same shall not be changed without the previous permission in writing of the Sellers. The name of the Sellers i.e. "Lokhandwala" and the Logo of the Sellers shall always be prominently displayed on the façade or any other parts of the building and/or compound and/or terrace of the Building in the same place where the same are installed by the Sellers. The Purchaser 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 the cooperative housing society and for becoming a member of the aforesaid society, including the bye-laws of the proposed society and duly fill in, sign and return to the Sellers within 7 (seven) days of the same all such documents as forwarded by the Sellers to the Purchaser, so as to enable the Sellers to register the said Organization. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-Operative Societies, as the case may be, or any other Competent Authority.

a) The Purchaser herein shall also bear & pay their proportionate contribution/charges to such Organization as may be levied by it from time to time & abide by rules & regulations of the aforesaid Organization. Until formation of the said Organization, the Purchaser shall abide by the rules and regulations formulated by the Sellers, a copy of which are annexed hereto as **Annexure "J"** and thereafter adopt the said rules and regulations after the formation of the organization. Until the said Organization is formed & management is handed over to it, payments required to be made by the Purchaser under the aforesaid rules and regulations, shall be paid to the Sellers.

b) The said Organization shall not issue Share Certificate to any purchaser/ member without obtaining the No Objection Certificate from the Sellers certifying that the Sellers have no outstanding/dues pending on any account to be received from the purchaser/member and remaining unpaid. If the said Organization issues Share Certificate to any purchaser/member without adhering to or abiding by the aforesaid condition, the said Organization shall be

responsible and liable to pay such amounts due and payable, if any, by such purchaser/member to the Sellers.

Purchaser bound by majority:

30. This Agreement is part of the scheme for formation registration and incorporation of a Society that may be formed and it is agreed by the Purchaser that they shall be bound by the decision of the majority of the buyers to whom the Sellers shall sell the other premises in the Building in all matters in relation to or arising under or out of this Agreement or in relation to or concerning the management administration and affairs of the said Property and the said Building to be constructed thereon and the said Organization that may be formed.

Sellers right to sell after registration of organization:

31. In the event of the said Organization being formed and registered before disposal by the Sellers of all the flats in the Building, then the powers and authorities of the said Organization formed comprising of the Purchaser and other flat purchasers of the Building shall be subject to the overall authority and control of the Sellers in respect of all matters concerning the Building, and in particular the Sellers shall have absolute authority and control regarding the unsold flats and the disposal thereof PROVIDED ALWAYS that the Purchaser hereby expressly agrees that all new buyers of the aforesaid flats from the Sellers shall be admitted as members of the said Organization without payment of any donation or transfer fees or charges or other sums of money by whatever name called save and except Rs [351] for the share money and as entrance fee and without any reservation or condition whatsoever and the Purchaser do hereby give consent to admit such buyers as the members of such Organization as aforesaid without raising any objection whatsoever and such purchasers shall not be discriminated against or treated prejudicially by the said Organization.

Sellers right to become members:

32. The Sellers shall become member of the said Organization in respect of their right and benefits conferred/reserved herein or otherwise entitled to in whatsoever manner including the unsold flats. If the Sellers transfer assign and dispose off such rights and benefits at any time to anybody the assignee /transferee and/or the buyers thereof shall become the members of the said Organization in respect of the said right and benefits. The Purchaser herein and the said Organization will not have any objection to admit such assignees or transferees as members of the said Organization and the Purchaser do hereby give their specific consent to them being admitted.

Conveyance / Lease:

33. The Sellers shall obtain from the MCGM a separate lease in respect of the said Property in favour of the Organization (as defined hereinafter). The Sellers shall submit to the MCGM/SRA all documents necessary for execution of the aforesaid separate lease in respect of the said Property in favour of the said Organization within 4 (four) months of all the premises in the Building "MINERVA" being sold by the Sellers and full consideration and all amounts receivable by the Sellers from the purchasers of all flats in the said Building "Minerva" are received by the Sellers. Within 4 (four) months of separate P. R. Card for the said Property being issued by the MCGM, the Sellers shall transfer the title in respect of the Sale Building in favour of the said Organisation. .
34. The Purchaser hereby agrees not to demand or claim, in any manner whatsoever, the Lease of the said Property or transfer of the said Building from the Sellers at any time earlier than the time period that mentioned above. The aforesaid time period is mutually agreed period between the Sellers and the Purchaser and the Purchaser agrees to abide by the same and adhere to the same.
35. It is clarified that even upon execution of the aforesaid Lease / Sub lease and transfer of the said Building in favour of the said Organization, the rights reserved to the Sellers under this Agreement shall continue to vest in the Sellers and that necessary covenant protecting such rights of the Sellers shall be incorporated in the Lease/ Sub Lease/ Transfer Deed that may be executed in favour of the said Organization.

Representations of the Sellers:

36. The Sellers hereby represent and warrant to the Purchaser as follows:
 - i. The development rights and authority of the Sellers to the said Property are valid, clear and marketable subject to the charge of VISTRA ITCL (India) Ltd and others as mentioned in clause (r) herein above.
 - ii. The Sellers have actual, physical and legal possession of the said Property and has the requisite rights and permissions to carry out development upon the said Property for the purpose of development and implementation of the Project and the Sellers shall obtain requisite approvals from time to time to complete the development of the Project;
 - iii. There are no encumbrances upon the said Property or the Project except those disclosed herein;

- iv. Litigations with respect to the said Project are setout in Annexure "K" hereto.
- v. All approvals, licenses and permits issued by SRA/ competent authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by SRA / competent authorities with respect to the Project shall be obtained by following due process of law and the Sellers have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and common areas comprised in the Project;
- vi. The Sellers have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The Sellers have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Property, including the Project and the Flat which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The Sellers confirm that the Sellers are not restricted in any manner whatsoever from selling the Flat to the Purchaser/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the deed of lease/ transfer of the Building to the said Organization the Sellers shall handover lawful, vacant, peaceful, physical possession of the common areas of the Project to the said Organization;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premia, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received or served upon the Sellers in respect of the said Property.
- xii. After the Sellers execute this Agreement, he shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding

anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser to the Flat.

Covenants of Seller:

37. The Sellers hereby declare that:

- (a) The Building/s shall be constructed in accordance with the sanctioned plans and specifications and proposed building plans as disclosed herein;
- (b) The Sellers shall form a Co-operative Housing Society under the provisions of the Maharashtra Co-operative Societies Act 1960, comprising of all the purchasers of flats in the Building;
- (c) That the Common Areas and Facilities (if any) shall be as set out in the Third Schedule hereto;
- (d) That the Limited Common Areas and Facilities (if any) shall be as set out in the Fourth Schedule hereto;

Covenants of Purchaser:

38. The Purchaser for themselves with intention to bind all persons into whosoever hands the Flat may come or be used or occupied do hereby covenant with the Sellers as follows:

To maintain the Flat in good order & condition:

- a) To maintain the Flat at the Purchaser's own cost and expenses in good tenantable repair and conditions from the date of possession of the said premises is taken or offered whichever is earlier and shall not without prior written permission of the Sellers do or suffer to be done anything in or to the Building in which the Flat are situated or to the staircase or any passage which may be against the rules regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the Flat are situated and/or the Flat itself or any part thereof.

Internal repairs by purchaser:

- b) To carry out at their own cost all internal repairs to the Flat and maintain the Flat in the same conditions, state and order in which it was delivered by the Sellers to the Purchaser and they shall not do or suffer to be done anything in or to the

Building or in or to the Flat itself which may be contrary to or prohibited by the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority as also to the said Owners, Sellers and the said Organization which may be formed.

Alterations after possession at Purchaser cost:

- c) Save as provided in Clause 21 above, after the possession of the Flat is handed over to the Purchaser if any additions, alterations or modifications in or about or relating to the Building are thereafter required to be carried out by the Municipal Corporation or under the instructions or directions of any local authority or body or any other statutory authority the same shall be carried out by the Purchaser along with the buyers of the other flats in the Building at their own costs and the Sellers shall not in any manner be liable to or responsible for the same.

Purchaser not to make alteration and keep premises in tenantable repairs and conditions:

- d) Not to demolish or cause to be demolished Flat or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building and shall keep the portion of sewers, drain and water pipes in the Flat and appurtenances thereto in good tenantable repairs and condition and in particular so as to support shelter and protect the other parts of the Building and shall not chisel or in any other manner cause damage to columns, beams., walls, slab or R.C.C. Pardis or other structural members in the Flat without the prior written permission of the Sellers.

Not do act which may render void or voidable any insurance :

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the Building or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

Not to store hazardous combustible goods :

- f) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature (except normal household requirement like Gas Cylinder & Kerosene) or are so heavy

as to damage the construction or structure of the Building or storing of which is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to mezzanine/upper level which may damage or are likely to damage the staircases common passages or any other structure or part of the building in which the said premises are situated including entrances of the Building and in case any damage is caused to the Building or the Flat on account of negligence or default of the Purchaser in this behalf the Purchaser shall be liable for the consequences of the breach.

Not to throw rubbish etc.:

- g) Not to throw dirt rubbish rags garbage or other refuse or permit the same to be thrown from the Flat in the compound or any portion of the said Property and the Building. The Purchaser will segregate wet garbage & dry garbage & collect them in separate bags & hand them over each separately and shall observe Municipal rules and regulations in that behalf without fail.

To bear increases on account of change of user penalty/premium:

- h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Purchaser and also pay any penalty, premium or other sums of money demanded.

Purchaser not to assign sub-let part with possession etc.:

- i) Until such time that the said Organization is formed and the Purchaser becomes a member thereof OR until all the payments due and payable by the Purchaser to the Sellers under this Agreement are fully paid up, whichever is earlier, the Purchaser shall not be entitled to let, sub-let, give on leave and license, caretaker, paying guest or tenancy basis, sell, convey, transfer, assign, mortgage, charge or in any manner encumber or deal with or dispose off the premises or part with their right, title, interest or benefit of this Agreement or part with the possession of the premises or any part thereof without the prior written consent of the Sellers. The Sellers shall grant such consent only if the Purchaser have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and also on intending transferees undertaking in writing to observe perform and carry out the terms and conditions of this Agreement and as may be imposed in that behalf on them.

The costs and expenses of such transfer agreement shall be paid by the Purchaser. Without prejudice to the above, the Sellers shall be at liberty to stipulate such terms on which the consent will be granted, including payment of fees or charges, as the Sellers deem fit and, the Sellers shall be entitled to refuse such consent without assigning any reasons.

Appointment of Project Management Company:

- j) It is agreed between the Sellers and the Purchaser that Sellers will be entitled to appoint any project management company (hereinafter referred to as "PMC") for the purpose of providing all the services such as house keeping, maintenance of the Building "Minerva" and its surroundings including managing parking, air conditioning and all other services by outsourcing the same as the Project Management Company may desire or deem fit.. The Purchaser further agrees and confirms that he/she/they has/have no objection to the PMC being either arms length Company or Organization or PMC being Group Company of the Sellers or Company in which Sellers have any interest either as Shareholders or Directors or in management of such PMC. It is agreed between the Sellers and the Purchaser that PMC will be entitled to charge the Common Area Maintenance charges on the basis of actual costs for the services + 20% as service charges per sq. ft.(Carpet area)). It is agreed between the parties that for the purpose of maintaining the level of service and consistency of services in the said Building "Minerva" it is necessary to keep PMC and entered into long term contract with the PMC which will not be challenged or disputed or objected to either by the Purchaser or the Organization. The Purchaser hereby agrees and undertakes to consent to and confirm (if necessary and if demanded by the Sellers) the appointment of PMC and contract entered into between the Sellers and the PMC for maintenance of the Building "Minerva" without any delay or default.

Purchaser to observe rules regulations, bye-laws etc.:

- k) The Purchaser shall observe and perform all the rules and regulations which the said Organization may adopt at its inception and the additions alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the premises therein and for the observance and performance of the building rules regulations and bye-laws for the time being of the concerned Local Authority and of Government and other Public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the

said Organization regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes expenses or other outgoings in accordance with terms of this Agreement. The Purchaser shall attend to, answer and be responsible for all action and or violation by it of any of the terms and conditions or covenants or sale or bye-laws and shall keep the Sellers indemnified against any breach thereof by the Purchaser.

Purchaser to use flat for Residential only:

- I) The Flat is intended and shall be used for residential purposes only and the Purchaser undertakes that the Flat shall not be used by the Purchaser for any other purposes whatsoever.

Sellers right to enter and inspect:

- m) The Purchaser shall always permit the Sellers and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Property and the said building and the said premises or any part thereof to view and examine the state and condition thereof as also for making, maintaining, repairing, improving, replacing, rebuilding, cleaning, lighting and keeping in order facilities and also services drains pipes, cables, water connections, electric connection wires, gas connections & pipes structures and other conveniences belonging to or serving or used for the Flat or the Building and for the purpose of laying down maintaining repairing and testing drainage lines water pipes and electric wires and for similar other purpose.

Rules and Regulations of the Building which shall be in effect and binding on the Purchaser until the Organization is formed and thereafter which will be adopted by the organization are annexed as Annexure J herein above.

Provision regarding air conditioner, painting, display board, hanging clothes, grills etc:

- n) To install air-conditioner/s only in the space/s provided in the Flat for the same. If the Purchaser desire to install air-conditioner/s of a type which or any part, unit or component of which will protrude/project substantially outside the Flat, or

be required to be affixed/installed outside the said premises, then the Purchaser shall install/affix the same only after obtaining the Sellers Organization (when formed) prior written permission to do so and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed by the Sellers, in respect of the same.

- o) Not to do or carry out any painting, decoration or other work to the exterior of or outside the Flat, without the prior written permission of the Sellers/Organization when formed.
- p) Not to affix/install any sign, name or display boards, or any hoardings or neon lights in or about the Building and/or in any part of the said complex, without the prior written permission of the Sellers, the Organization apex or federal Organization when formed.
- q) Not to hang clothes, garments or any other thing for drying or for any other purpose from the windows, balcony/balconies or terrace/s of or appurtenant to the Flat or on any side of the building or above the parapet or railing level within the said premises. Not to put any plants/pots/flower pots or some other such things which require watering & to be maintained. The idea in prohibiting the above is that the water seepages through pots etc. and spoils the wall & its colour.
- r) Not to fix or permit to be fixed any form of metal or other grill/box type grill on the exterior of windows and doors in the Flat other than grills of a design and only at the position specified by the Sellers so as to ensure and maintain uniformity of design/exterior through out the Building.

Payment at the time of possession

39. The Purchaser hereby agrees to pay on or before delivery of possession of the Flat to the Sellers the following amounts:

Sr.	Amount	Particular
(i)	Rs.5,00,000/-	Legal / Statutory Charges (One time) (non-refundable) to A/c. Lokhandwala Kataria Construction Pvt. Ltd.
(ii)	Rs.351/-	For share money, application money, entrance fee of the Condominium of Apartments Owners /Society or Limited Company/Association of flat Purchaser/Entity to be formed; (Additional Rs.100/- per person if no. of person's exceeds 1 and Rs.600/- in case of Shop and or Commercial Premises) to

A/c. of Society.

(iii) Rs.1,00,000/- Towards the formation and registration of the said Organization (non-refundable) to A/c. Lokhandwala Kataria Construction Pvt. Ltd.

(iv) Rs. 39/- per Sq. Ft. per month Flat maintenance towards provisional outgoings of Municipal taxes, water bills, common electricity bills, maintenance charges and other society expenses subject to revision thereafter as per market conditions (initially for period of 12 months and further Post Dated Cheques for a further period of 12 months. . to A/c. of Society.

(v) Rs.2,00,000/- Towards installation of electric meter, sub station, electric meter deposit; water meter deposits and other deposits paid to the various authorities. (Non-refundable) to A/c. of Lokhandwala Kataria Construction Pvt. Ltd.

(vi) Rs. 25,00,000/- Non Refundable Charges to A/c. Lokhandwala Kataria Construction Pvt. Ltd. for Club membership (use of swimming pool, fitness centre, multipurpose hall etc.) (one time) per premises. Monthly / Annual Club maintenance and usage charges will be paid separately.

Separate account for sums received to be used for the purposes specified only:

40. The Sellers will maintain a separate account in respect of sums received by the Sellers from the Purchaser under above Clause 39 (ii) & (iv) as advance or deposit, sums received on account of the share capital for the formation of the said Organization or towards the outgoings and maintenance for common facilities & infrastructures of the Project and shall utilise the amounts only for the purposes for which they have been received. However, the Sellers reserve their right to adjust surplus or deficit or to utilise money from any of the account to make up deficit of any other account and the Purchaser shall not object to the same. The amounts mentioned in above Clause 39 (i), (iii), (v), (vi), are non-refundable. The Purchaser will not be entitled to ask for adjustment of the deposit amounts mentioned hereinabove against the expenses of property taxes and outgoings. None of the above amounts are liable for any interest to be paid thereon. The Purchaser hereby agrees that they shall not be entitled to question either the quantum of such amounts nor claim any interest thereon.

**Subject to Provision for Common Area Maintenance (CAM)
Outgoings payable by the purchaser:**

41. The outgoings to be paid by the Purchaser among other outgoings are as under:

(a) From the expiry of 15 (fifteen) days from the date of receipt of notice by the Purchaser to the effect that the Flat is ready for use and occupation, the Purchaser shall, irrespective of the fact as to whether they actually took possession or not, be liable to bear and pay the proportionate share (as may be determined by the Sellers in their absolute discretion) of all outgoings in respect of the said Property and the building and all common areas and facilities and amenities therein namely lease rent, local taxes, cess, dues, duties, impositions, levies, N.A. Tax, Municipal Assessment, betterment charges or such other charges or levies by the concerned local authority and/or Government, water charges (including that for supply by water tankers and/or by boring) insurances, common lights, proportionate electricity charges for the Flat if the individual electricity meters are not fitted, repairs expenses salaries of clerks, bill collectors, chowkidars, sweepers, liftmen, accounting charges and all other expenses necessary and incidental to the management and maintenance of the said property building, common amenities and limited common facilities. Until the said Organization is formed and the Building is transferred to it the Purchaser shall pay to the Sellers such proportionate share of outgoings as may be determined by the Sellers. However, the Sellers at their sole discretion may hand over the management of the Building to the said Organization or if no such Organization is formed then to the association or adhoc body of the buyers of various premises. In that event the said Organization or associations or adhoc body shall have to take over the management within 30 days of receipt of notice from the Sellers to that effect. The amounts so paid by the Purchaser to the Sellers shall not carry any interest and remain with the Sellers until the conveyance/ lease of the building & lease/s of the said Property are executed in favour of the said Organization. Subject to the provisions of section 6 of the said MOF Act on such conveyance /lease and lease being executed, the aforesaid amount (less deduction provided for by this Agreement) shall be paid over by the Sellers to the said Organization and if any shortfall arises then the Purchaser and/or the said Organization shall be individually and collectively liable to pay to the Sellers such amount as may be determined by the Sellers at their sole discretion. The Purchaser undertake to pay such provisional monthly contribution and such proportionate

share of outgoings regularly on or before the 5th day of each and every quarter in advance and shall not withhold the same for any reason whatsoever. The Sellers shall not be liable to issue any bills in respect of society outgoings. However, for courtesy's sake the Sellers may do so but non receipt or non issuance of same shall not entitle the Purchaser to delay the payment of outgoings.

- (b) The Sellers shall maintain only a consolidated account of all the deposits collected from the buyers of various premises in the Building and of all deposits paid and expenses incurred in respect of the said Property and the Building to be constructed thereon & in respect of all premises therein and shall transfer the excess collection if any to the said Organization on conveyance/lease and transfer of the Building and Lease of said Property to it. The Sellers shall not be liable to render any individual account of the amounts collected or disbursements made in respect of each separate premises in the Building and such accounting shall be done by all the buyers of the various premises amongst themselves after transfer of the Building to the said Organization. In particular it is also agreed between the parties hereto that notwithstanding any excess/deficit collection from any particular buyer of the premises in respect of his/her premises, the Sellers shall not be required to make up accounts with each buyer of the premises in the Building and the Purchaser shall not make grievance or take any objection to the consolidation of all receipts and expenses in respect of premises in the Building. The Purchaser undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on quarterly basis in advance and shall not withhold the same for any reason whatsoever or make any deductions therefrom.
- (c) In case if there is deficit in any of the amount (including deposits) or on any of the heads specified hereinabove, the Purchaser shall forthwith on demand pay to the Sellers the Purchaser' proportionate share to make up such deficit.
- (d) If the Purchaser fail or neglect to pay these monthly outgoings in respect of the said premises and/or their proportionate share for the Project for any reason whatsoever, without prejudice to their right to collect interest at the State Bank of India Marginal Cost of Lending Rate + 2% for the delayed payment and to their other rights & remedies, the Sellers shall be entitled to stop & restrict the Purchaser from using the Club-House and other recreational facilities.

Outgoings of the Project:

42. The Purchaser shall apart from paying amounts towards the monthly outgoings and other dues in respect of the Flat and the Building shall also be liable to pay from the date when outgoings payable under Clause 41 above becomes due and payable, the proportionate dues or charges towards the maintenance & repairs of infrastructural/ common facilities and common amenities (including club, garden, society office, servants toilets, common antenna, right of way, common lighting, drainage etc. if any provided) provided on the said Property and the Purchaser under this Agreement agrees and undertakes to contribute their proportionate share of maintenance and outgoings of the said common facilities and common amenities on the said Property as may be decided by the Sellers at their sole discretion.

Sellers not to share outgoings:

43. The Sellers shall not be liable to share any of the outgoings as afore stated in any way in respect of the unsold flats/premises

Taxes / outgoings of the unsold flats:

44. It is further agreed by and between the Parties hereto that the Sellers shall on payment of the Total Consideration amount put the Purchaser into vacant and peaceful possession of the Flat. It is further clarified that the Purchaser along with other Purchaser may be put into possession of some of the flats and if the Sellers have not sold or entered into any agreement with purchaser of the other flats and the other flats in the said Building may be lying vacant and unsold. It is agreed by the Purchaser that neither the Purchaser nor any body of Purchaser or said Organization or the society shall claim any payment of taxes / outgoings in respect of such vacant flats which are unsold and the possession thereof is with the Sellers.

T.V. – Cable facilities:

45. The Sellers have informed the Purchaser and the Purchaser are aware that the Sellers have retained to themselves the exclusive right of providing T.V. – Cable in the building/s constructed/to be constructed on the said larger property/property including the said Building. The aforesaid rights are retained by the Sellers to themselves permanently and they shall be entitled to deal with and dispose off and/or assign the said rights in favour of such person or body corporate as the Sellers may determine save and unless the Sellers relinquish the said rights. The consideration received for such assignment shall belong to the Sellers alone. In view thereof none of the occupant/s/Purchaser of premises in the said Building shall have a right to obtain T.V. – Cable facilities either alone or jointly with

others through any other agents but shall obtain the T.V.-Cable facilities from the Sellers/the assignee of the Sellers save and except in the case of relinquishment as aforesaid. The Purchaser and/or occupants and/or the Co-operative Society/Limited Company/Organization shall pay the charges [including deposits] as may be charged by the Sellers and/or such assignee as aforesaid for availing the transmission facilities to be provided for T.V.-Cable facilities and net work as aforesaid and shall give to them all necessary co-operation for enabling them to install, maintain and repair the equipment therefore. The Co-operative Society/Limited Company/Organization/Purchaser of premises in the said Building shall not be entitled to charge the Sellers and/or their assignee as aforesaid any amount for the said rights or incidental thereto. The necessary covenant will be incorporated in the Document/s of Transfer to be executed by the Sellers in favour of the Co-operative Society/Limited Company/Purchaser of units and other premises and spaces in the said Building.

Purchaser to sign all documents:

46. The Purchaser shall be bound to sign, seal, execute and deliver and whenever required register all documents, deeds, writings, undertaking – affidavits forms and papers and do all other things as the Sellers may require them to do from time to time in this behalf for safeguarding the interest of the said Property and the said Building and other premises and the persons acquiring the said other premises and for effectively carrying out the provisions of this Agreement and perfecting/completing the title.

First lien by the Sellers:

47. The Sellers shall in respect of any amount liable to be paid by the Purchaser under this Agreement or otherwise at law have first lien and charge on the said premises agreed to be acquired by the Purchaser.

Sub-station for electricity:

48. The Sellers shall be entitled to put up or allow to put up an electric substation on the said Property at such place as they may decide and give the authorities sub-leases of the sub-plots on which such sub-station is erected on such terms and conditions as the Sellers may decide.

This Agreement is not grant transfer etc. of land/building/ Premises and purchaser not to claim any right in respect of other premises:

49. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment or transfer or possession in law of the said Property and said Building or any part

thereof. The Purchaser shall not be entitled to claim partition of their share in the said Building or portion thereof and the same shall always remain imitable. Even after the Total Consideration paid by the Purchaser to the Sellers, the Purchaser shall have no claim save and except in the Flat agreed to be sold to the Purchaser hereunder.,

Purchaser have accepted the title of the owners and the sellers:

50. The Purchaser have prior to the execution of this Agreement inspected all the documents mentioned herein and have also perused the Certificate of Title issued by the Sellers Advocates and have accepted the title of the Sellers to develop the said Entire Property as clear and marketable subject to the disclosures herein and the Purchaser shall not here after be entitled to further investigate the title or raise any requisition or objection whatsoever with regards to the title of the the Sellers to develop the said Property / Project.

Purchaser consent to rights reserved by sellers:

51. The Purchaser has expressly, irrevocably and unconditionally agreed and consented to rights reserved by the Sellers for themselves their nominees and/or assigns including rights reserved under this Agreement and the Purchaser and the said Organization shall not raise any interference, dispute or objection whatsoever to or in respect of the same. It is expressly clarified, agreed and understood that strict compliance of the terms, conditions, covenants, stipulations and provisions of this Agreement on the part of the Purchaser and the said Organization shall be of the essence of the contract and that on the basis of the Purchaser and the said Organization agreeing and undertaking to strictly comply with and observe the terms, conditions, covenants, stipulations and provisions of this clause, the Sellers have entered into this Agreement.

52. The Sellers shall be entitled at their discretion to earmark 1 lift in each wing for the exclusive use of the user/occupier of the Penthouse/s and the Purchaser shall not object to the same.

SELLERS RIGHT TO MORTGAGE:

53. Sellers Right to Mortgage :

a) The Sellers have availed of or propose to avail of financial assistance from banks, institutions and other persons, interalia against security of the said Property and/or the construction thereon. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the

rights created in favour of the Purchaser under this Agreement in respect of the Flat, the Sellers shall be absolutely, irrevocably and unconditionally entitled to and have the right to create charges or liens on, encumber or mortgage, all or any of their rights, benefits, interest, title, privileges, and/or claims including development rights in respect of the said Property and/or the construction thereon and/or the Project or any part or parts thereof, without any notice to the Purchaser and the Purchaser have given and granted their specific, full, free, unqualified and irrevocable consent to the Sellers to do so. The Sellers undertake to clear the aforesaid encumbrances, if any, prior to the execution and registration of the Lease Deed/Transfer Deed and the Sellers shall indemnify and keep the Purchaser fully indemnified against all claims of any nature whatsoever that may be made against the Purchaser by virtue of any encumbrances created as aforesaid

- b) The mortgagee/s, charge holder/s, lender/s and/or other person/s in whose favour the Sellers have created or given any security in respect of any unsold or unallotted flats, premises, units and parking spaces in the Project, shall by himself or themselves or jointly with the Sellers and if and as may be so desired and deemed fit by Sellers or them and/or the Sellers in this regard, be admitted as and made members of the said Organization, without him or them or the Sellers being made subject or liable to any separate, special, new or additional condition/s and without him or them or the Sellers being required to pay any separate, special, additional or extra amount or consideration whatsoever for the same (whether by way of transfer fees, charges, premium, donation or otherwise) and the Purchaser herein and/or the said Organization shall not raise any objection or dispute whatsoever to or in respect of the same.

Service tax, TDS, VAT, GST or any other tax etc. Payable by the purchaser alone:

- 54. If any Service tax, TDS, VAT, GST or any other tax is payable or any liability on that account arises in future, the same shall be paid and discharged by the Purchaser alone and the Sellers shall not be liable to contribute anything on that account. The Purchaser shall also fully reimburse the expenses that may be incurred by the Sellers in consequences upon any legal proceedings that may be instituted by the authorities concerned against the Sellers on account of such liability.
- 55. The Purchaser hereby agrees to pay the Service Tax/ GST introduced by Government of India on the Total Consideration payable by the Purchaser to the Sellers under this Agreement as determined by the Sellers against each instalment without any delay or default. The Purchaser further agrees and undertakes to

pay any increase in the Service Tax/GST in the next Financial Year and subsequent Financial Years and/or at any time as may be introduced from time to time by the concerned Tax Authorities without any delay or default. The Purchaser agrees and undertakes to bear and pay the interest and penalty payable in respect of the Service Tax/GST payable to the Authorities without any delay or default. It is agreed between the Sellers and the Purchaser that the Sellers are not liable to pay any Service Tax/GST payable to the Authorities on the transaction between the Sellers and the Purchaser as recorded in this Agreement.

Stamp duty & registration charges on this agreement payable by the purchaser alone:

56. All costs, charges and expenses including stamp duty and registration charges of this Agreement shall be borne and paid by the Purchaser. The Purchaser are fully aware of the provisions of the Maharashtra Stamp Act, 1958 as amended from time to time. If any stamp duty over and above the stamp duty already paid on this Agreement including the penalty if any is required to be paid or is claimed by the Superintendent of Stamps or concerned authority, the same shall be borne and paid by the Purchaser alone. The Sellers shall not be liable to contribute anything towards the same nor shall the Purchaser hold the Sellers liable and/or responsible towards the said liability. The Purchaser shall indemnify the Sellers against any claim from the stamp authorities or other concerned authorities in respect of the said stamp duty including penalty if any to the extent of the loss or damage that may be suffered by the Sellers. The Purchaser shall also fully reimburse the expenses that may be incurred by the Sellers in consequence upon any legal proceedings that may be instituted by the authorities concerned against the Sellers or viceversa on account of such liability.
57. The Purchaser shall at his / her own costs, lodge this Agreement for registration with the concerned Sub-Registrar of Bombay and forthwith inform the Sellers the Serial Number under which the same is lodged to enable them to admit execution of the same.

Stamp duty and registration charges on the lease/conveyance etc. Payable by the purchaser alone:

58. The said Organization shall be liable to pay stamp duty and registration charges payable on all other documents, including his share of stamp duty and registration charges on the lease / sub-lease to be executed by MCGM in respect of the said Property and in respect of the transfer of the said Building by the Sellers to the said Organization. At the time of execution and registration of the

aforesaid Lease/ Sub Lease the Purchaser shall pay to the Sellers the Purchaser's share of Stamp duty and registration charges payable if any by the said Organization and its members on the aforesaid documents or any document or instrument of transfer of title in respect of the said Property and the said Building to be executed in favour of the said Organization.

Registration by the Purchaser:

59. The Purchaser shall present the Lease and Conveyance to be executed in future at the proper registration office of the Sub-Registrar within the time limit prescribed by the Registration Act and on intimation thereof in writing the Sellers shall attend such office and admit execution thereof.

Delay or tolerance shall not amount to waiver:

60. Any delay tolerated or indulgence shown by the Sellers in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Sellers shall not be construed as a waiver on the part of the Sellers of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Sellers.

Address of the Purchaser :

61. All letters, receipts and/or notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served and shall completely and effectively discharge the Sellers if sent to the Purchaser by them by Registered Post or by E-mail at their address specified below :

Add : _____

Mobile No : _____

Email ID : _____

Provisions of the Real Estate (Regulation and Development) Act, 2016 and Maharashtra Ownership Flats Act 1963 and Maharashtra Apartment Ownership Flats Act, 1970:

62. This Agreement shall always be unless otherwise herein contracted to the contrary subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and Maharashtra Ownership Flats (Regulation of the Promotion, Construction, Sale,

Management and Transfer) Act 1963 and the Rules made thereunder.

63. (a) Notwithstanding anything stated hereinabove, the Sellers shall be entitled to submit the said Property under the provisions of the Maharashtra Apartment Ownership Flats Act, 1970, and in such an event, the Purchaser shall at his / her / their costs, charges and expenses be entitled to execution of a Deed of Apartment in respect of the Flat and / or Lease in respect of the said Property and in such an event, the Sellers shall cause the Municipal Corporation of Greater Mumbai and or Slum Rehabilitation Authority to execute such relevant documents for effectuating a proper transfer of the said Property and undivided share, right, title and interest in the common areas and amenities of on the said Property in favour of the respective purchasers of the respective flats.

(b) Notwithstanding what is contained to the contrary the Sellers shall have full right, absolute authority and good power to draft Statutory Declaration in respect of submitting the said Building "Minerva" to the provisions of Maharashtra Apartment Ownership Act, 1970 and Rules framed thereunder including bye-laws of the Condominium and the Purchaser hereby agree and confirm that he/she/they shall not object to or dispute such declaration or bye-laws prepared by the Sellers. The aforesaid Declaration shall be executed by the Sellers within the time frame specified for submission of documents for formation of the Society and the Deed of Apartment shall be executed within the time frame specified for transfer of the Building in favour of the said Organization.

Marginal headings:

64. The marginal headings given to the various clause hereinabove are so given for the sake of convenience and easy reference only and they do not in any way govern or interpret the meaning thereof.

THIS AGREEMENT TO SUPERSEDE OTHERS:

65. Save and except as may be specifically mentioned herein, this Agreement supersedes all documents and writings whatsoever (if any) executed or exchanged by and between the parties hereto prior to the execution hereof. The parties hereto hereby confirm, agree and acknowledge that this Agreement represents and comprises the entire contract between them in respect of the subject matter hereof. The Purchaser hereby expressly admit, acknowledge and confirm that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained or given in any

advertisements, leaflet or brochure, or in any correspondence or other writing or document, by the Sellers and/or their agents to the Purchaser and/or their agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be deemed to form part of this Agreement or to have induced the Purchaser to enter into this Agreement. No additions, deletions, amendments, allocations and/or modifications to/of any of the terms, conditions, covenants, stipulations or provisions of this Agreement, shall be valid, binding on or enforceable against any of the parties hereto, unless the same are recorded in writing and signed by or on behalf of the parties hereto, as supplemental hereto.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE SAID ENTIRE PROPERTY)**

ALL THAT piece or parcel of land bearing C.S. Nos. 1 (pt) & 2(pt) of Lower Parel Division situate at J. R. Boricha Marg, Off. N.M. Joshi Marg, Mahalaxmi, Mumbai- 400 011 falling in G South Ward admeasuring about 28,328.79 Sq. Mts. in the Registration District and Sub-District of Bombay City and bounded as follows: i.e. say:

On or towards the North	: Jogani Industrial Estate
On or towards the South	: Samata Mamata Ekta Society
On or towards the East	: Sitaram Mill and Apollo Mills
On or towards the West	: Western Railway

**(SECOND SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE SAID PROPERTY ON WHICH BUILDING
CALLED 'MINERVA' IS BUILT)**

All that piece or parcel of part of land admeasuring about 7907.90 Sq. Mts. And bearing C.S. Nos. 1 (pt) & 2(pt) of Lower Parel Division situate at Off. N.M. Joshi Marg, Mahalaxmi, Mumbai- 400 011 and falling in G South Ward being part of the entire property mentioned in the First Schedule hereinabove written.

**THE THIRD SCHEDULE ABOVE REFERRED TO
COMMON AREA AND FACILITIES**

The Staircase, staircase landings, Passenger and Servant lifts, lift-well, staircase entrance area, septic tank, soak pit, suction tank, overhead tank, pump room, watchman cabin, compound wall, machine room, electric cabin and water harvesting, Central Common Air Conditioning, and landscaping, will be covered in this common area and facilities.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
THE LIMITED COMMON AREAS AND FACILITIES**

The swimming pool, the fitness centre, multipurpose hall, crèche and all other welfare centres.

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

SIGNED SEALED AND DELIVERED)
 by the within named) For LOKHANDWALA KATARIA
 "THE SELLERS") CONSTRUCTION PVT. LTD.
 LOKHANDWALA KATARIA)
 CONSTRUCTION PVT. LTD.)
 by the hand of the Director)
Mr. _____) (DIRECTOR)

in the presence of)
Mr. _____)

SIGNED SEALED AND DELIVERED)
 by the within named "FLAT)
 PURCHASER ")
Mr. _____)

Mr. _____)

in presence of)
Mr. _____)

RECEIVED on the day and year)
 first hereinabove written of)
 and from the within named)
 Purchaser, the sum of Rs. _____/-)
 (Rupees _____)

_____ only)
being the amount as mentioned)
within to be paid by him / her to us by)
Chq No. dt Rs. / -)
Bank _____) WE SAY RECEIVED Rs. _____ / -

FOR LOKHANDWALA KATARIA CONSTRUCTION PVT.LTD.

AUTHORISED SIGNATORY

WITNESSES:

=====

DATED THIS DAY OF 20

BETWEEN:

M/S. LOKHANDWALA KATARIA CONSTRUCTION PVT. LTD.

SELLERS

A N D

Mr. _____ & Mr. _____

BUYER

AGREEMENT FOR SALE OF

Flat numbered as _____ in Wing _____ OF Building

LOKHANDWALA MINERVA
AT OFF. N.M. JOSHI MARG, MAHALAXMI