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Common Amenities - Entire Palava City.

- Lakeside plaza.
- Riverside promenade.
- Club house.
- Sports centre with facilities for swimming, football, tennis, badminton.
- University*.
- Performing centre for Art and Culture.
- Retail outlets.
- Hospital*.
- Religious buildings / Temple.
- Parking buildings and shared as per Master plan.
- City Management office.
- Police station*.
- Fire station*.

* Subject to Government Regulatory Authorities Approval.

**All brands mentioned herein are subject to replacement by equivalent brand at the discretion of the Project Architect.



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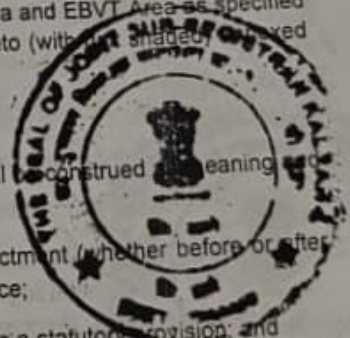
- 1.42. "Reimbursements" shall include all expenses directly or indirectly incurred by the Company in providing or procuring services/facilities other than the Unit including but not limited to LUC, electricity deposit reimbursement, administrative expenses, utility connections, piped gas connection and related expenses, legal expenses and all applicable Taxes thereon. An indicative list of Reimbursements is at Annexure 6 (Unit and Project Details).
- 1.43. "RERA" shall mean the Real Estate (Regulation and Development) Act 2016 and the rules framed by the relevant State Government thereto and any amendments to the Act or the rules.
- 1.44. "Service Providers" shall have the meaning ascribed to it in Clause 15.15 below.
- 1.45. "Shortfall Amount" shall have the meaning ascribed to it in Clause 16.3 below.
- 1.46. "Structural Defects" shall mean any defect related to the load bearing structure of the Building. This shall not include non-load bearing elements or water proofing.
- 1.47. "Transfer" shall mean the sale, transfer, assignment, directly or indirectly, to any third party of:
- a. the Unit or any part of the right, title or interest therein; and, or,
 - b. the benefit of this Agreement; and, or,
 - c. in case the Purchaser is a company, directly or indirectly, the change in (i) control and, or, management; and, or, (ii) shareholding constituting more than 25 per cent of the voting rights and, or, economic interest;
 - d. in case the Purchaser is a partnership firm or limited liability partnership, the change in constitution thereof.

The term "Transfer" shall be construed liberally. It is however, clarified that Transfer in favour of: (i) a Relative (as defined under the Companies Act, 2013); or (ii) a holding/subsidiary company (subject to Sub-Clause (c)(ii) above) shall not constitute a Transfer of the Unit.

- 1.48. "Total Consideration" shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of Unit and will be the aggregate of the Consideration Value set out at Annexure 6 (Unit and Project Details), Reimbursements, the Maintenance Related Amounts and all Indirect Taxes thereto, as well as any changes in Consideration Value as per the terms of Clause 4.2.
- 1.49. "Ultimate Organization" shall mean the company/ condominium/society/other permissible legal entity to be formed in respect of the Building as contemplated in Clause 14.
- 1.50. "Unit" shall mean the unit in the Building with the Carpet Area and EBVT Area as specified at Annexure 6 (Unit and Project Details) and floorplan thereto (with the shaded area) as hereto as Annexure 5 (Floor Plan).

RULES FOR INTERPRETATION

- 2.1. All references in this Agreement to statutory provisions shall be construed to mean including references to:
- a. Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - b. All statutory instruments or orders made pursuant to a statutory provision; and
 - c. Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.
- 2.2. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.



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AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at 15/4/2017 this 20th day of 06 2017

BETWEEN:

PALAVA DWELLERS PRIVATE LIMITED (formerly known as **LODHA DWELLERS PRIVATE LIMITED**), a company incorporated and registered under the Companies Act 1956, having its registered office at 412, Floor- 4, 17G, Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai-400001, hereinafter referred to as **"THE COMPANY"** (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**;

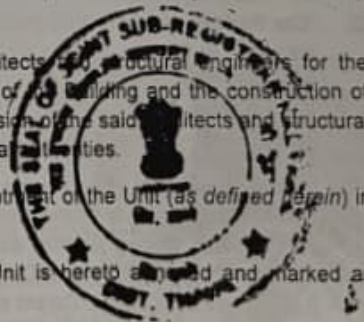
AND

Shilpa Jadhav residing / having its address at **403, Galaxy Heights, Sec 20B, Airoli, Navi Mumbai-400708** and assessed to income tax under permanent account number (PAN) **AETPJ5218G**, hereinafter referred to as the **"PURCHASER"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include (a) in case of an individual, such individual's heirs, executors, administrators and assigns; (b) in case of a partnership firm, its partners for the time being, the survivors or the last survivor of them and legal heirs, executors, administrators or the permitted assigns of such last survivor of them; and (c) in case of a company or a body corporate or juristic entity, its successors and permitted assigns) of the **Other Part**.

The Company and the Purchaser are hereinafter individually referred to as the **"Party"** and collectively referred to as the **"Parties"**.

WHEREAS:

- A. The Company is/shall be constructing the Building (as defined herein) as part of the Project (as defined herein) on the Larger Property (as defined herein).
The chain of title of the Company to the Larger Property is at **Annexure 2 (Chain of Title)**.
- C. A copy of the Report on Title in respect of the Larger Property is at **Annexure 3 (Report on Title)**.
- D. The Company has applied for and obtained various Approvals for the development of the Building(s). The key Approvals obtained are set out at **Annexure 4 (Key Approvals)**. Applications for further Approvals may be under consideration of the relevant authorities and, or, the Company may obtain further approvals as may be permitted by applicable regulations.
- E. The Company has engaged the services of architects and structural engineers for the preparation of the design and drawings in respect of the Building and the construction of the Building shall be under the professional supervision of the said architects and structural engineers as required under the bye-laws of the local authorities.
- F. The Purchaser has applied to the Company for allotment of the Unit (as defined herein) in the Building.
- G. A copy of the floor plan in respect to the said Unit is hereto annexed and marked as **Annexure 5 (Floor Plan)**.
- H. Relying upon the said application and the representations, declarations and assurances made by the Purchaser to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Company has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Company the Unit at the consideration and on the terms and conditions hereinafter appearing.



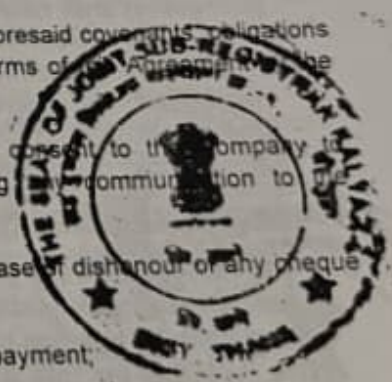
Shilpa Jadhav

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4. **AGREEMENT TO SELL AND CONSIDERATION**

- 4.1. The Purchaser hereby agrees to purchase/acquire from the Company and the Company hereby agrees to sell to the Purchaser, the Unit for the Total Consideration set out at **Annexure 6 (Unit and Project Details)** hereto subject to the terms and conditions mentioned herein and the Approvals.
- 4.2. The Total Consideration shall remain fixed as stated in **Annexure 6 (Unit and Project Details)** hereto, save and except for proportionate share (in ratio of Carpet Area) of any increase in costs/charges levied by any Authority, after date of start of construction of the Building and on account of any increase in the cost of construction of the Building due to depreciation of the rupee by more than 5 per cent beyond the prevailing exchange rate with the US Dollar (\$) as on the date of start of construction of the Building. Such increase will be certified by any one of the Big 6 accountancy firms (EY, KPMG, PWC, Deloitte, BDO, Grant Thornton in 2017 and as may vary over time) and the Purchaser shall pay such proportionate share, as demanded.
- 4.3. The Total Consideration shall be paid by the Purchaser to the Company from time to time in the manner more particularly described at **Annexure 6 (Unit and Project Details)**, time being of the essence. The Purchaser shall be responsible for ensuring that payment of each instalment is made within 14 (fourteen) days of the demand for the said instalment being made by the Company. Payment shall be deemed to have been made when credit is received for the same by the Company in its account.
- 4.4. The Purchaser acknowledges that he has chosen the 'Construction Progress Linked Payment Plan' since it offers several advantages to the Purchaser, including that the instalment payments may become due later in time than as envisaged at the time of entering into this Agreement, if the relevant construction milestones are delayed, thus compensating for the impact of any delay in construction on the Purchaser. This significantly reduces the risk of the Purchaser as compared to the 'Time Linked Payment Plan' option and the Purchaser has entered into this Agreement after taking into account the advantages and risks of the 'Construction Progress Linked Payment Plan'.
- 4.5. The Purchaser agrees and understands that Company has agreed to sell the Unit to the Purchaser on the specific assurance of the Purchaser that the Purchaser:
- Shall make payment of the Total Consideration as per the timelines set out at **Annexure 6 (Unit and Project Details)**, without any delay or demur for any reason whatsoever;
 - Shall observe all the covenants, obligations and restrictions stated in this Agreement; and
 - Confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a breach of the terms of the Agreement by the Purchaser.
- 4.6. It is clarified and the Purchaser accords his irrevocable consent to the Company to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner:
- Firstly**, towards the Cheque Bouncing Charges in case of dishonour of any cheque issued by the Purchaser;
 - Secondly**, towards Interest due as on the date of payment;
 - Thirdly**, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and Taxes payable in respect of the Unit or any other administrative or legal expense incurred by the Company on account of delay in payment by the Purchaser and consequential actions required to be taken by the Company; and
 - Fourthly**, towards outstanding dues including Total Consideration in respect of the Unit or under the Agreement.



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Maintenance Related Amounts: Provisional amounts (subject to actuals) covering as specified below, payable on/before the Date of Offer of Possession:
FCAM Charges: Rs.55237/- (Rupees Fifty Five Thousand Two Hundred Seven Only) covering period of 18 months from DOP.

(2) FCAM Charges (if applicable): Rs. NA/- (Rupees NA Only) covering period of 60 months from DOP.

(3) Civic Governance Charges: Rs. 116379/- (Rupees One Lakh Six Thousand Three Hundred Seventy Nine Only) covering period of 60 months from DOP.

(4) Annual Club Usage Charges: Rs.45000/- (Rupees Forty Five Thousand Only) covering period of 18 months from DOP.

The number of family members eligible for club membership are:

Configuration of Unit	Nb. of members
1 BHK	4
2 BHK	5
3 BHK	5
4 BHK or larger	6

(5) Property Tax (Estimated): Rs. 10422/- (Rupees Ten Thousand Four Hundred Twenty Two Only) covering period of 18 months from DOP.

(6) Sinking Fund: Rs. NA/- (Rupees NA Only)

(7) Building Protection Deposit: Undated cheque of Rs. NA/- (Rupees NA Only) towards Building Protection Deposit which shall be encashed only if there is violation of guidelines in respect of execution of fit outs/interior works.

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

DEFINITIONS

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- 1.1. "Agreement" shall mean this Agreement together with the schedules and annexures hereto and any other deed and/or document(s) executed in pursuance thereof.
- 1.2. "Applicable Law" shall mean, in respect of any relevant jurisdiction, any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of provision, interpretation by, or any interpretation or administration of any of the foregoing by any authority whether in effect as on the date of this Agreement or thereafter and in each case as amended or modified.
- 1.3. "Approvals" shall mean and include all licenses, permits, approvals, sanctions, consents obtained/to be obtained from or granted/ to be granted by the competent Authorities in connection with the Project/ Building/ Unit and/or the development thereof.
- 1.4. "Arbitrator" shall have the meaning ascribed to it in Clause 24.2 below.
- 1.5. "Authority" shall mean (i) any nation or government or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal or arbitrator.
- 1.6. "BCAM Charges" shall mean the Building common area maintenance charges payable by the Purchaser inter alia for the maintenance of the Unit/ Building, but shall not include FCAM Charges.
- 1.7. "Building" shall mean the single/multi-storied building as described at Annexure 6 (Unit and Project Details) to be/ being constructed by the Company on the Larger Property.
- 1.8. "Building Conveyance" shall have the meaning ascribed to it in Clause 14.3 below.
- 1.9. "Building Protection Deposit" shall mean the amounts specified in the Annexure 6 (Unit and Project Details).
- 1.10. "CAM Charges" shall have the meaning ascribed to it in Clause 15.5.
- 1.11. "CAM Commencement Date" shall mean the day from which the Purchaser will be required to pay BCAM Charges and FCAM Charges (if applicable) and will be the first day of the month commencing after expiry of at least 15 (fifteen) days from the Date of Offer of Possession regardless of whether the Purchaser takes possession of the Unit.
- 1.12. "Car Parking Spaces" shall mean a location where a 4 wheel passenger vehicle can be parked. Car Parking Spaces includes open / stilt / covered parking spaces and maybe located in the basement, car park (including multi-level car park), podium etc.). Shortest walking distance between the Building entrance lobby and entry to location where car is parked shall not exceed 750 meters.
- 1.13. "Carpet Area" shall mean the net usable area of the Unit including the area covered by the internal common walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/ verandah/ open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare slab basis). Carpet area is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied/ fitted and the cost of removal and refitting of such finishes shall be borne by the Party which initiates the dispute in relation to the measurement of Carpet Area.
- 1.14. "Cheque Bouncing Charges" shall mean the charges payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is not honoured for



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7. LOANS AGAINST THE UNIT

- 7.1. The Parties agree that notwithstanding any loan or financial assistance available or to be availed by the Purchaser in connection with the payments to be made pursuant to this Agreement (Loan) and any mortgage created or to be created over the Unit in connection with such Loan (which requires the prior written consent of the Company), the Purchaser shall remain solely and wholly responsible for the timely payment of the Total Consideration or the part thereof and/or any other the amounts payable hereunder.
- 7.2. The Parties further agree that the Company shall not in any way be liable or responsible for the repayment of the Loan taken by the Purchaser. All costs in connection with the procurement of the Loan and creation of a mortgage over Unit and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Company shall have a lien on the Unit to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.
- 7.3. The Purchaser hereby expressly agrees that so long as the Loan and the Total Consideration remain unpaid/outstanding, the Purchaser subject to the terms hereof, shall not sell, Transfer, let out and/or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Company and/or the relevant banks/financial institutions which have advanced the Loan. The Company shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organisation about the lien/charge of such banks/financial institutions and the Company shall not be liable or responsible for the same in any manner whatsoever.
- 7.4. The Purchaser indemnifies and hereby agrees to keep indemnified the Company and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Company and its successors and assigns may suffer or incur by reason of any action that any bank/financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the Loan.

8. CAR PARKING

- 8.1. At the request of the Purchaser, the Company hereby permits the Purchaser to use the number of Car Parking Spaces as set out in Annexure 6 (Unit and Project Details) hereto within the Project/Larger Property. The allocation of these spaces shall be at the sole discretion of the Company and the Purchaser hereby agrees to the same. The Purchaser is aware that the Company has in the like manner allocated/ shall be allocating other car parking spaces to other purchasers of the units in the Building and in the Project and undertakes not to raise any objection in that regard and the rights of the Purchaser to raise any such objection shall be deemed to have been waived. The Purchaser hereby further warrants and confirms that the Purchaser shall, upon completion of the Project, the Ultimate Organisation and/or execution of conveyance, as contemplated herein, cause such Ultimate Organisation to confirm and ratify and shall not permit the Ultimate Organisation to alter or change the allocation of Car Parking Spaces in the manner allocated by the Company to the various purchasers (including the Purchaser) hereunder in the Building and the Project.



9. REGISTRATION

- 9.1. It shall be the responsibility of the Purchaser to immediately, upon the execution of this Agreement, at his own cost and expense, lodge the same for the registration with the relevant Sub-Registrar of Assurances. The Purchaser shall forthwith inform the Company the serial number under which the Agreement is lodged so as to enable the representative of the Company to attend the office of the Sub Registrar of Assurances and admit execution thereof. The Company may extend assistance/co-operation for the registration of this Agreement, at the cost and expense of the Purchaser. However, the Company shall not be responsible or liable for any delay or default in such registration.

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COMMON AREA AND AMENITIES LIST

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Amenities for each building;

- Two automatic elevators in each wing out of which one is stretcher elevator.
- High quality vitrified tiles for floor lobby.
- Entrance lobby with Marbital flooring*.
- Entrance ramp for easy access for physically challenged.
- Automated swipe card access to building.
- CCTV monitoring of entrance lobby.

o Amenities inside each apartment:

- Marbital Flooring for Living/dining & passage.
- Marbital flooring in bedroom.
- Premium vitrified tiles in kitchen.
- High quality vitrified flooring in toilets.
- High quality Isenberg/Jaguar or equivalent CP fittings & Kohler or equivalent sanitary ware.
- Kitchen finished with Granite Platform; stainless steel sink.
- Separate utility area in each apartment #.
- Separate wardrobe area in bedroom#.
- Provision for one telephone point in each apartment.
- Advanced Fibre technology provision with access for high speed internet.
- Intercom.
- Air-conditioned bedrooms with split air-conditioner.

* Or equivalent.

Exceptions apply-not provided in some units.

All amenities below shall be maintained, owned/controlled by the PCMC or specialist operators as per the terms & conditions of the arrangements/agreements with them;

Common Amenities - Larger Property.



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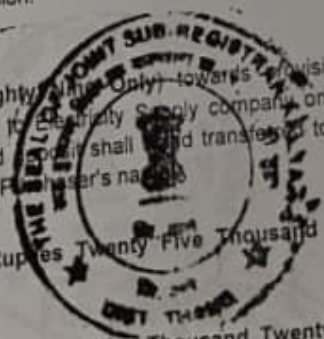
(VI) Payment Schedule for the Consideration Value (CV):

Sr. no	Upon Initiation of	Amount (In Rs.)
1	Booking Amount-1 (payable at time of booking)	Rs.81000/-
2	Booking Amount-2 (within 21 days of booking)	Rs.214000/-
		Rs.777610/
3	Booking Amount-3 within 60 days of booking	
	On Initiation of Footing or 31 May, 2017 whichever is later	Rs.673750/
4		
	On Initiation of Plinth or 15 th July, 2017 whichever is later	Rs.544390/
5		
	On Initiation of RCC work for Level 1 or 31 August 2017 whichever is later	Rs.539000 /
6		
	On Initiation of RCC work for Level 4 or 15 th Oct 2017 whichever is later	Rs.539000/
7		
	On Initiation of RCC work for Level 8	Rs.404250/
8		
	On Initiation of RCC work for Level 12	Rs.404250/
9		
	On Initiation of RCC work for Level 16	Rs.323400/
10		
	On Initiation of Blockwork	Rs.323400/
11		
	On Initiation of Plumbing Work	Rs.161700/
12		
	On Initiation of Fit- Outs	
13		

The aforesaid schedule is not chronological and payment for any of the aforesaid milestones may become due before or after the other milestones, depending on the date of initiation of the relevant milestone.

(VII) Reimbursements: Payable on/before the Date of Offer of Possession*

- Land Under Construction (LUC) Reimbursement:**
Rs. NA/- (Rupees NA Only) towards reimbursement of LUC from the start of construction till the Date of Offer of Possession.
- Electricity Deposit Reimbursement:**
Rs.4089/- (Rupees Four Thousand Eighty Nine Only) towards reimbursement of deposit paid to Electricity Supply company on the Purchaser's behalf. The benefit of the said deposit shall be transferred to the Purchaser when meter is transferred to the Purchaser's name.
- Administrative Expenses:** Rs.25294/- Rupees Twenty Five Thousand Two Hundred Ninety Four Only
- Legal Expenses:** Rs. 25026/- Rupees Twenty Five Thousand Twenty Six Only
- Utility connection and related expenses:** Rs. 75080/- Rupees Seventy Five Thousand Eighty Only
- Pipes Gas connection and related expenses (if applicable):** Rs. (NA) (NA)
- Share Money Charges :** Rs.600/- (Rupees Six Hundred Only)



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Total Consideration = Consideration Value (CV) + Reimbursements + Maintenance Related Amounts.

All amounts stated hereinabove are exclusive of Indirect Taxes (including but not limited to service tax, MVAT, GST, stamp duty etc.) and all such Indirect Taxes/levies have to be borne and paid by the Purchaser separately immediately upon the same being demanded by the Company.

(IX) **Date of Offer of Possession:** 30th April 2020, subject to additional grace period of 18 (eighteen) months and any extension as may be applicable on account of the provisions of Clause 10.4.

(X) **Project Details:**

- 1) Project Name: PALAVA - CLARA - A - D1 , J - M
- 2) RERA Registration Number: Yet to be registered
- 3) No of Buildings: 9
- 4) No of Floors per building: G+17



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any nature whatsoever, whenever imposed and, or, levied, by any Authority, together with any interest and penalties in relation thereto, excluding any Direct Tax.

1.31. "Interest" shall mean simple interest at State Bank of India's (SBI) highest Marginal Cost of Lending Rate (MCLR) + 2 per cent per annum. The MCLR shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.

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1.32. "Larger Property" means the land with details as described in Annexure 1 (Description of Larger Property). For clarity, there may be other building(s) and/or project(s) which will be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.

1.33. "Liquidated Damages" shall mean an amount equivalent to 10 per cent of the Total Consideration.

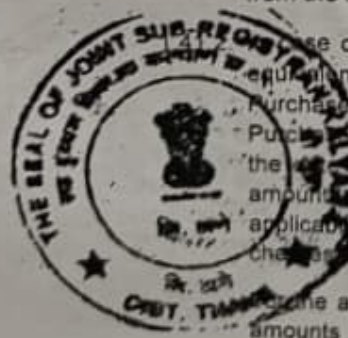
1.34. "Loan" shall have the meaning ascribed to it in Clause 7.1 below.

- 1.35. "Maintenance Related Amounts" shall include the amounts collected by the Company to be utilized towards the management of the affairs of the Building and/or the Larger Property including but not limited to BCAM Charges, Annual Club Usage Charges, Property Tax, Sinking Fund and Building Protection Deposit. An indicative list of Maintenance Related Amounts is at Annexure 6 (Unit and Project Details).
- 1.36. "Net Area" shall mean the aggregate of the Carpet Area and the EBVT Area.
- 1.37. "OC" shall have the meaning ascribed to it in Clause 10.3 below.
- 1.38. "Possession Demand Letter" shall have the meaning ascribed to it in Clause 10.2 below.
- 1.39. "Project" shall mean the project with RERA registration number as stated in Annexure 6 (Unit and Project Details). The Project may be part of a larger layout on the Larger Property.
- 1.40. "Purchaser Notice of Termination" shall have the meaning ascribed to it in Clause 11.3.1.b) below.
- 1.41. "Refund Amount" shall mean:
- 1.41.1. In case of termination pursuant to Clause 11.2.1 and Clause 11.2.2: an amount equivalent to the Total Consideration or part thereof paid by the Purchaser to the Company (excluding Interest or any other charges paid by the Purchaser on account of delayed payments) after deducting therefrom the Liquidated Damages and, if applicable, any amounts paid to 3rd parties by the Company on behalf of the Purchaser including but not limited to stamp duty, registration charges, brokerage charges.

For avoidance of doubt, it is clarified that any amount paid by the Purchaser which has been utilized towards payment of Indirect Tax to any Authority shall not be refunded unless (and till such time that) the Company receives credit for the same from the relevant Authority.

1.41.2. In case of termination pursuant to Clause 11.2.3 and 11.3.1.b) 11.3.1: an amount equivalent to the aggregate of the Total Consideration or part thereof paid by the Purchaser to the Company (excluding Interest or any other charges paid by the Purchaser on account of delayed payments) and Interest on such amounts from the date of receipt of the respective installments, after deducting therefrom any amounts paid to 3rd parties by the Company on behalf of the Purchaser (if applicable) including but not limited to stamp duty, registration charges, brokerage charges shall be the date of payment of the Refund Amount.

For avoidance of doubt, it is clarified that Interest will not be payable on any amounts paid by the Purchaser towards any Indirect Tax and, or, any other government levy.



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Annexure 6
(Unit and Project Details)

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: 1267037

Address of Purchaser: 403, Galaxy Heights, Sec 20B, Airoli, Navi Mumbai-407008

(iii) Email id of Purchaser: shilpa.jadhav@hbuseofanitadongre.com

(IV) Unit Details:

- (i) Development/Project : PĀLAVA - CLĀRA - A - D1, J - M
- (ii) Building Name : Casa Clara
- (iii) Wing : J
- (iv) Unit No. : J-1702
- (v) Area :

	Sq. Ft.	Sq. Mtrs.
Carpet Area	563.5	
EBVT Area	15.5	52.35
Net Area (Carpet Area +EBVT Area)	579	1.44
		53.79

(vi) Car Parking Space allotted: 1 (One) MLCP

(V) Consideration Value (CV): Rs.5390000/- (Rupees Fifty Three Lakhs Ninety Thousand Only)



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22/06/2017

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दुय्यम निबंधक : सह. दु.नि. कल्याण 5

दस्त क्रमांक : 7291/2017

नोंदणी

Regn:63m

गावाचे नाव : 1) खोणी

(1) विवेखाचा प्रकार	करारनामा
(2) मोबदला	5390000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद कराचे)	2282574
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: ठाणे इतर वर्णन :सदनिका नं: 1702, माळा नं: 17वा मजला, इमारतीचे नाव कासा क्लारा जे-बिंग, ब्लॉक नं: डोबिवली-पूर्व, रोड : कल्याण श्रीळ रोड, इतर माहिती: सोबत एक मस्टी लेबल कार पार्कींग दिनांक 15/01/2008 च्या अधिगुवनेनुसार विशेष वसाहत प्रकल्पाअंतर्गत प्रथम विक्रीकरारनाम्यास मु.शु. मध्ये 50% सक्कत(टीपीएम 1213/116/मीजार-289/13/युबी-12)((Survey Number : 38/1,38/2,39/5,40/2,143/2,143/3,144/5,144/6 A&B,144/9 A&B व दस्तात नमुद केल्याप्रमाणे. विभाग क्र.7 :))
(5) क्षेत्रफळ	1) 64.55 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिबादिचे नाव व पत्ता.	1): नाव:-पलाचा ड्वेलर्स प्रा. लि, तर्फे कु.मु. सुरेन्द्रन नायर तर्फे कु. मु. पदरी केसरकर वय:-44; पत्ता:-प्लॉट नं: -, माळा नं: 4था मजला ,412, इमारतीचे नाव 17जी वर्धमान चेंबर, ब्लॉक नं: हार्मिनि सॅकल, फोर्ट, मुंबई, रोड नं: कावसजी पटेल रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400001 पॅन नं:-AABCL1117D
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिबादिचे नाव व पत्ता	1): नाव:-शिल्पा जाधव - - वय:-40; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 403, गॅलेक्सी हार्डट्स, ब्लॉक नं: सेक्टर 20बी, ऐरोली नवी मुंबई, रोड नं: -, महाराष्ट्र, THANE पिन कोड:-400708 पॅन नं:-AETPJ5218G
(9) दस्तऐवज करून दिल्याचा दिनांक	22/06/2017
(10) दस्त नोंदणी केल्याचा दिनांक	22/06/2017
(11) अनुक्रमांक, खंड व पृष्ठ	7291/2017
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	162000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	

मुल्यांकनासाठी विचारात घेतलेला तपशील :-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(ii) within the limits of any Municipal Council, Nagar Panchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.

सह. दुय्यम निबंधक वर्ग-२

कल्याण क्र-५



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11.2.1. **Non-Payment:** If the Purchaser is in default of any of his obligations under this Agreement, including (but not limited to) making payment of all due amounts as per Schedule of Payment set out at **Annexure 6 (Unit and Project Details)** (and Interest thereon, if any) within 14 (fourteen) days of the date of the demand letter, the Purchaser shall be deemed to be in default. In the event of such default, the Company shall issue to the Purchaser notice of such default and the Purchaser shall be provided with a further period of 14 (fourteen) days from the date of such notice to cure the said default. In the event that the Purchaser fails to cure such default within 14 (fourteen) days from the date of notice of such default (or such default is not capable of being rectified), the Company shall have the option to terminate this Agreement by sending a notice of termination by registered AD/ speed post (**Company Notice of Termination**).

11.2.2. **Attempt to Defame:** The Purchaser agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project / Larger Property or the Company or its representatives. In the event the Purchaser does or omits to do any such act, deed or thing then the Company shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement sending the Company Notice of Termination.

11.2.3. **Prolonged Stoppage in Construction:** In the event the construction of the wing or floor of the Building in which the Unit is located has been stopped for a period of more than 1 (one) year due to Applicable Law, the Company shall have the option to terminate this Agreement sending the Company Notice of Termination.

Purchaser's Right to Terminate:

11.3. Purchaser shall have right to terminate this Agreement only in the following circumstances:

11.3.1. **Delay in possession beyond Extended DOP:** Subject to the Purchaser having paid all the amounts due and payable hereunder as per the timelines stated in **Annexure 6 (Unit and Project Details)**, if the Company fails to offer possession of the Unit by Extended DOP, then:

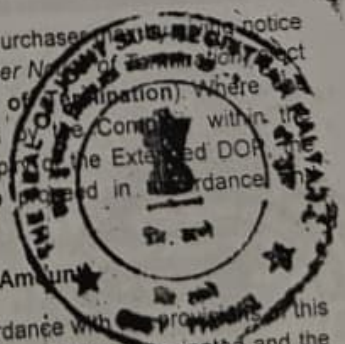
a. Within 30 (thirty) days of expiry of Extended DOP, the Company shall inform the Purchaser the revised date by which the Unit is likely to be ready for being offered for possession. On receipt of such written intimation, unless the Purchaser elects to terminate this Agreement in terms of Clause 11.3.1.b the DOP mentioned in **Annexure 6 (Unit and Project Details)** shall stand revised to and substituted by revised date communicated by the Company. The Company shall credit Interest to the Purchaser for the period between the Extended DOP and the date on which possession is finally offered to the Purchaser; or

b. Within 30 days from expiry of Extended DOP, the Purchaser shall send notice in writing in the form set out in **Annexure 8 (Purchaser Notice of Termination)** to terminate this Agreement (**Purchaser Notice of Termination**). Where the Purchaser Notice of Termination is not received by the Company within the aforementioned period of 30 (thirty) days from expiry of the Extended DOP, the Purchaser shall be deemed to have elected to proceed in accordance with the provisions of Clause 11.3.1.a.

11.4. **Consequences of Termination and Payment of Refund Amount:**

11.4.1. On a termination of this Agreement by either Party in accordance with the provisions of this Clause 11, the booking / allotment of the Unit shall stand immediately terminated and the Purchaser shall have no right whatsoever with respect to the Unit, save and except the right to receive the Refund Amount in accordance with Clause 11.4.2.

11.4.2. Pursuant to the termination of this Agreement, the Refund Amount shall be deemed to be due and payable to the Purchaser at the end of 12 months from the date of receipt of: (i) the Company Notice of Termination by the Purchaser; or (ii) the Purchaser Notice of



Signature

Signature

Annexure 8

(Purchaser Notice of Termination)

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(Name and address of the Company)

Sub: Notice of Termination

Dear Sir,

We refer to the Agreement to Sell dated [date of execution] (ATS) executed in respect of Unit number [Unit] on the [floor number] floor of the building known as [building name] at [address]. All capitalised terms used in this Letter but expressly defined shall bear the meaning assigned the term in the ATS.

As estimated DOP as set out at Annexure 6 (Unit and Project Details) of the ATS and the Extended DOP have passed and the Unit has not been offered for possession, I / we would like to exercise my/our right to terminate the ATS pursuant to Clause 11.3.1.b of the ATS.

I / we agree and acknowledge that, pursuant to the provisions of the ATS:

1. This Notice of Termination shall be valid and binding on the Company only if it is received by the Company prior to the expiry of 30 days from the Extended DOP;
2. On and from the receipt of the Notice of Termination by the Company, the ATS shall stand terminated and I / we shall have no further right, title or interest in the Unit except in relation to the Refund Amount;
3. The Refund Amount is to be determined and paid to me/us in accordance with the provisions of the ATS; and
4. On the receipt of the Refund Amount in accordance with the ATS, I / we shall have no claim of any sort whatsoever against the Company in respect of the Unit or otherwise.

Please treat this as the Notice of Termination referred to at Clause 11.3.1.b of the ATS and proceed with the termination of the ATS in accordance with Clause 11 of the ATS.

Yours sincerely,

[name of customer]

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Annexure 4

(Key Approvals)

No.	Approval/Document	Date of Document	Document Ref No.	Issuing Authority
1.	Environmental Clearance	21 st February 2015	SEAC-2013/CR 298/TC-1	Environment Department, Government of Maharashtra
2.	Consent to Establish	20 th January 2014	Consent Order No. Format 1.0/BO/CAC-cell/RO-KN/EIC-KN-6545-13/E(part)/CAC-610	Maharashtra Pollution Control Board
3.	Consent to Establish	8 th May 2017	Consent Order No. Format 1.0/BO/CAC-cell/UAN No. 0000002979/5 th CAC - 1705000250	Maharashtra Pollution Control Board
4.	Final Approval for establishment of Special Township Project	28 th March 2014	Revenue/K-1/T-7/VNVP/SR/39/2014	Collector's Office, Thane
5.	Final Approval for establishment of Special Township Project	18 th September 2014	Revenue/K-1/T-7/STP/SR-88/2014	Collector's Office, Thane
6.	Final Approval for establishment of Special Township Project	3 rd February 2016	Revenue/K-1/T-7/VNVP/SR-24/2015	Collector's Office, Thane
7.	Approval for establishment of Special Township Project	21 st July 2016	Revenue/K-1/T-7/Antarli&Khoni/Dist. Kalyan/STP/SR-19/2016	Collector's Office, Thane
8.	Approval for establishment of Special Township Project	26 th August 2016	Revenue/K-1/T-7/Antarli&Khoni/Dist. Kalyan/STP/SR-20/2016	Collector's Office, Thane



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2.3. Headings to Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the schedules, and shall be ignored in construing the same.

2.4. References to recitals, clauses or schedules are, unless the context otherwise requires, and references to recitals, to clauses of or schedules to this Agreement.

2.5. References to days, months and years are to Gregorian days, months and calendar years respectively.

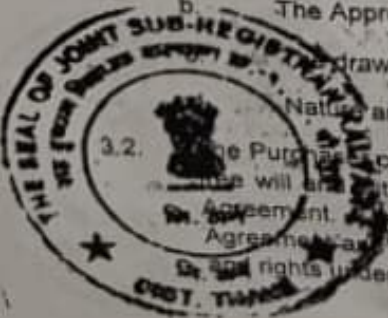
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2.6. Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.

- 2.7. The words "include" and "including" are to be construed without limitation.
- 2.8. Any reference to the masculine, the feminine and the neutral shall include each other.
- 2.9. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.
- 2.10. The Purchaser confirms and warrants that the Liquidated Damages is a genuine/pre-estimate of the loss or damage that is likely to be suffered by the Company on account of breach of the terms of this Agreement by the Purchaser. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Company, the ability or inability of the Company to resell the Unit, among others. The Purchaser waives his right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.
- 2.11. All amounts stated herein are exclusive of Taxes, including but not limited to service tax, Maharashtra value added tax, stamp duty, and all such Taxes, as maybe applicable from time to time, shall be borne and paid by the Purchaser separately, immediately upon the same being demanded by the Company as per Applicable Law.
- 2.12. In case of any conflict between the provisions of Clause 22 and any other provisions of this Agreement, the provisions of Clause 22 shall prevail.
- 2.13. The recitals above shall form part and parcel of this Agreement and shall be read in conjunction with this Agreement.

DISCLOSURES AND TITLE

- 3.1. The Purchaser hereby declares and confirms that prior to the execution of this Agreement:
 - (i) the Company has made full and complete disclosure of its title to Larger Property; (ii) he has taken inspection of all the relevant documents; and (iii) he has, in relation to the Unit/Building/Larger Property, satisfied himself of *inter alia* the following:
 - a. Nature of the Company's right, title and encumbrances, if any;
 - b. The Approvals (current and future);
 - c. Drawings, plans and specifications;
 - d. Nature and particulars of fixtures, fittings and amenities.



3.2. The Purchaser confirms that the Purchaser has entered into this Agreement out of his own free will and without any coercion, and after reviewing and understanding a draft of this Agreement. The Purchaser has obtained suitable advice prior to entering into this Agreement. The Agreement is being entered into with full knowledge of the obligations and rights under this Agreement and the Applicable Law governing the same.

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Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to appropriation/application of the payments made hereunder shall be valid or binding upon the Company.

4.7 In case of the dishonor of any cheque, the Cheque Bouncing Charges will be payable by the Company. If the Company dishonored the cheque in question.

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The Parties agree that, in addition to the interest, in case of every instance of delayed payment either Party shall be entitled to recover from the other Party responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2 (two) per cent of the amount of the delayed payment per instance (subject to minimum of INR 20,000/- (Rupees Twenty Thousand Only) per instance of delayed payment in 2017 and shall be revised on 1st April of each year as per rate of Reserve Bank of India's consumer price index).

5. CONSTRUCTION AND DEVELOPMENT

- 5.1 The Company shall, subject to the terms hereof, construct the Building in accordance with the Approvals and/or, plans and amendments thereto as approved by the relevant Authorities.
- 5.2 The Purchaser is aware that while the Company has obtained some of the Approvals, certain other Approvals (or amendments to current Approvals) may be received from time to time. Having regard to the above position, the Purchaser has entered into this Agreement without any objection or demur and agrees not to raise and waives his right to raise any objection, in that regard.
- 5.3 The Parties agree that while the Company may make amendments to the plans or layouts of the Building and the Project as required for the execution of the Project or as may be directed by the competent Authorities. This may include any change wherein the Company, if permitted by the relevant Authorities, transferring the construction permissible on the Larger Property to any other property or transferring to the Larger Property the construction permissible on any other property at any time prior to conveyance of the Larger Property to the Federation/Ultimate Organisation. The Purchaser gives his consent for such changes provided such changes shall not result in change in location of the Unit (with respect to its direction on a given floor), lowering of the Unit (with respect to its height above ground) or reduction in the Carpet Area more than 3 per cent of the Carpet Area. In case a change is proposed which adversely impact any of the aforesaid factors, separate written consent shall be obtained from the Purchaser.
- 5.4 The Purchaser is aware and agrees that the Company shall allow various balcony/verandah/ open terraces (including the one located at the top of the Building) to be used, partly or wholly, by one (or more) unit purchaser(s) in the Building and such unit purchaser(s) shall have exclusive right to use the said areas as per the terms of the arrangement between the Company and the said unit purchaser(s). The Purchaser agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. In terms of the above, the Company shall be at absolute liberty to allot/assign the said right to such person/s in the manner as the Company may deem fit and proper.

SECURITIZATION OF THE TOTAL CONSIDERATION

The Purchaser hereby grants his irrevocable consent to the Company to securitize the Total Consideration and/or part thereof and the amounts receivable by the Company hereunder to assign to the banks / financial institutions the right to directly receive from the Purchaser the Total Consideration and / or part thereof and / or the amounts payable therein. It is further agreed that any such securitization shall not lead to an increase in the Total Consideration paid by the Purchaser for the Unit and any payment made by the Purchaser to the Company and/or any bank or financial institution nominated by the Purchaser in writing, shall be treated as being towards the fulfilment of the obligations of the Purchaser under this Agreement to the extent of such payment.



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10. POSSESSION

10.1. Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including the Total Consideration, the Company shall endeavor to provide the Unit to the Purchaser on or before the estimated DOP or on any further extension as may be applicable pursuant to Clause 6 (Unit and Project Details) with an additional grace period of 18 (eighteen) months referred to as the **Extended DOP**, i.e. estimated DOP as set out at Annexure 6 (cumulatively referred to as the **Extended DOP**) + additional grace period of 18 (eighteen) months + additional grace period of 18 (eighteen) months may be applicable pursuant to Clause 10.4).

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The Purchaser shall make full payment of all amounts payable under this Agreement within 5 (five) days of the Company intimating him, in writing, that the Unit is ready for possession (**Possession Demand Letter**) and shall thereafter, take possession of the Unit. In the event the Purchaser fails and, or, neglects to take possession of the Unit within 2 (two) months from the date of the **Possession Demand Letter**, the Purchaser shall be liable to pay demurrage charges to the Company at the rate of INR 10/- per square foot of Carpet Area per month or part thereof from the expiry of the aforementioned 2 (two) month period till such time the Purchaser takes the possession of the Unit. The amounts payable by the Purchaser pursuant to this Clause 11.2 shall be in addition to the CAM Charges. Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken possession of the Unit on the expiry of the 2 months from the date of the **Possession Demand Letter** and the Purchaser shall alone be responsible/liable in respect any loss or damage that may be caused to the Unit after this date.

10.3. The Company shall obtain occupation certificate for the Unit (OC) (which shall also be deemed to be the Completion Certificate, if required, under Applicable Law) at any time prior to the Extended DOP. The OC may be for part or whole of the Building. Further, the Company shall endeavor to make available the key Common Areas and Amenities in respect of the Building within a period of 1 (one) year from the Extended DOP.

10.4. Notwithstanding any other provision of this Agreement, the Company shall, without being liable to the Purchaser in any way including in respect of payment of Interest, be entitled to reasonable extension of time for making available the Unit for possession or completion of said Building if the same is delayed for reasons beyond the control of the Company including on account of any of the following:

- a. Any event of *Force Majeure*;
- b. Riots / other civil disturbances;
- c. Any notice, order, rule or notification of the Central or relevant State Government and/or any other public or competent Authority or of the court which affects the Building in which the Unit is located.

For the purposes of this Clause 10.4, a reasonable extension of time will, at the least, be equivalent to the aggregate of the period of the subsistence of an event or events stipulated in this Clause 10.4 and a 3 (three) month recommencement period.

11. TERMINATION

This Agreement is not terminable under any circumstances, save and except the specific circumstances stated below at Clauses 0 and 0. Both Parties have entered into this Agreement knowing fully well that the Total Consideration of the Unit may change (increase or decrease) in accordance with the provisions of this Agreement and both Parties agree that they shall not seek to terminate this Agreement, under any pretext or cause, in order to benefit from and, or, escape from the impact of such change the Total Consideration.

Company's Right to Terminate



The Company shall have right to terminate this Agreement only in the following circumstances:

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any reason whatsoever including 'insufficient funds', 'stop payment' or account closed and shall mean an amount equivalent to of 2.5 (two point five) per cent of the value of the cheque in question. If the amount of the said cheque and the cheque bouncing charges thereto are not paid within a period of 30 days from the date the cheque is not cleared in the first instance, the Cheque Bouncing Charges shall increase to 5 (five) per cent of the value of the cheque issued.

- 1.15. "Club" shall mean any recreation facility constructed for the use of the purchasers of units in the Project or the Larger Property.
- 1.16. "Common Areas and Amenities" shall mean the common areas and amenities as are available to and for in respect of the Building/ Larger Property, as the case may be and more particularly described at Annexure 7 (Common Areas and Amenities).
- 1.17. "Company Notice of Termination" shall have the meaning ascribed to it in Clause 11.2.1.
- 1.18. "Confidential Information" shall have the meaning ascribed to it in Clause 28.1 below.
- 1.19. "Date of Offer of Possession" or "DOP" shall mean the date on which the Company, by written intimation, makes the Unit available to the Purchaser along with the OC in respect of the Unit (the OC maybe for part or whole of the Building). The estimated DOP is set out at Annexure 6 (Unit and Project Details).
- 1.20. "Direct Tax" or "Direct Taxes" shall mean income tax, corporate tax, or similar tax or levy, wherever and whenever charged, levied or imposed together with any interest and penalties in relation thereto.
- 1.21. "Exclusive Balcony/ Verandah/ Open Terrace Area" or "EBVT Area" shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the Purchaser. EBVT Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of EBVT Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of EBVT Area.
- 1.22. "Extended DOP" shall have the meaning ascribed to it in Clause 10.1 below.
- 1.23. "FCAM Charges", if applicable, shall mean the Federation common area maintenance charges payable by the Purchaser *inter alia* for the maintenance of the Larger Property (excluding the Building), but shall not include BCAM Charges. FCAM Charges shall be applicable where the Project consists of more than one Ultimate Organisation and will be as set out at Annexure 6 (Unit and Project Details).
- 1.24. "Federation" shall mean the apex body to be formed by and consisting of the Ultimate organisations formed in respect of various buildings constructed by the Company in the Project, to maintain, administer and manage the Larger Property in the Project. This may be a company or a registered federation or any other management structure as permissible in law.
- 1.25. "Federation Conveyance" shall have the meaning ascribed to it in Clause 14 below.
- 1.26. "FEMA" shall have the meaning ascribed to it in Clause 21(z) below.
- 1.27. "FMC" shall have the meaning ascribed to it in Clause 15.1 below.
- 1.28. "Force Majeure" shall mean an event of flood, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project.
- 1.29. "FSI Free Constructed Spaces" shall have the meaning ascribed to it in Clause 15.15 below.
- 1.30. "Indirect Tax" or "Indirect Taxes" means goods and services tax, service tax, value added tax, sales tax, stamp duty, customs and import duties, levy, impost, octroi, and, or, duty of



Author

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