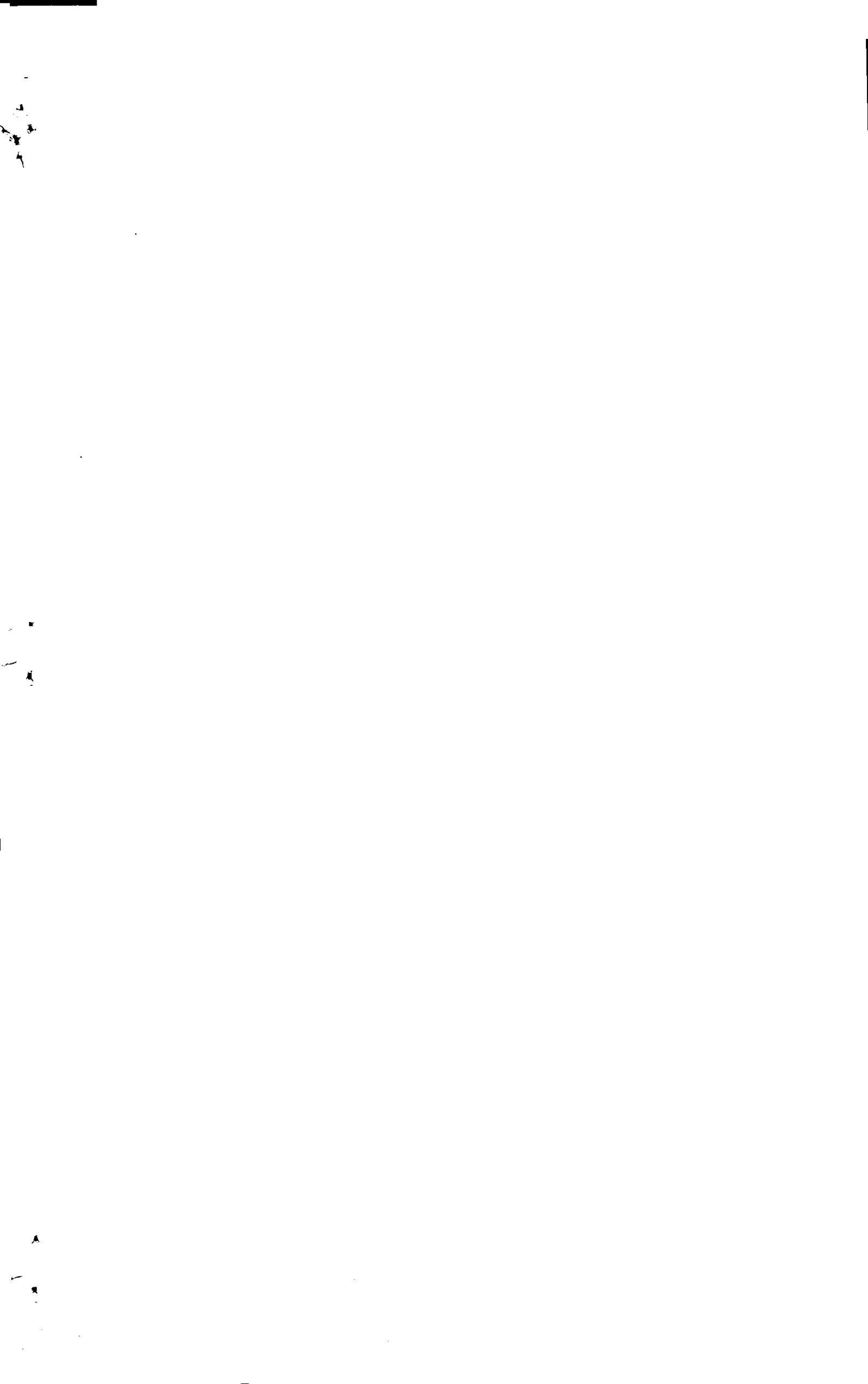


RUNWAL
MYCITY
THE CITY OF CITIES
KALYAN-SHIL ROAD

AGREEMENT FOR SALE

APPLICANT NAME

FLAT NO.



72/15556
Friday, October 20, 2023
4:09 PM

पावती

Original/Duplicate
नोंदणी क्र.: 39म
Regn.: 39M

पावती क्र.: 17098 दिनांक: 20/10/2023

गावाचे नाव: उसरधर
दस्तऐवजाचा अनुक्रमांक: कलत3-15556-2023
दस्तऐवजाचा प्रकार: करारनामा
सादर करणाऱ्याचे नाव: नितीन मुकेश नरीगडा

नोंदणी फी ₹. 30000.00
दस्त हाताळणी फी ₹. 2900.00
पृष्ठांची संख्या: 145

एकूण: ₹. 32900.00

Joint Sub Registrar Kalyan 3

सह. दुय्यम निबंधक वर्ग २ कल्याण क्र. ३

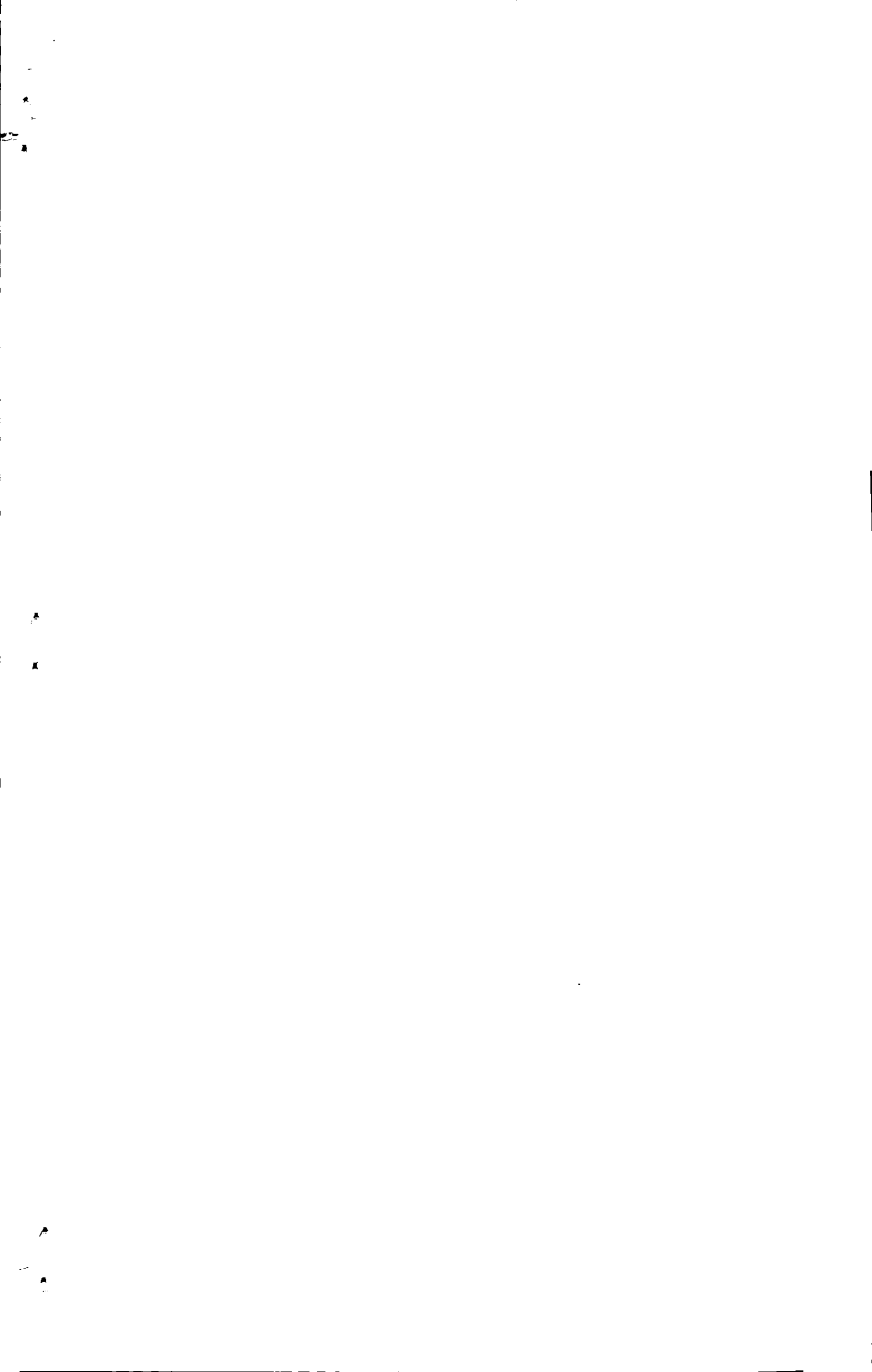
वाजार मूल्य: ₹. 2652100/-
मोबदला ₹. 4110360/-
भरलेले मुद्रांक शुल्क : ₹. 185000/-

- 1) देयकाचा प्रकार: DHC रक्कम: ₹. 900/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1023202805323 दिनांक: 20/10/2023
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: DHC रक्कम: ₹. 2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0923290603587 दिनांक: 20/10/2023
बँकेचे नाव व पत्ता:
- 3) देयकाचा प्रकार: eChallan रक्कम: ₹. 30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH009814664202324E दिनांक: 20/10/2023
बँकेचे नाव व पत्ता:

मुद्रांक शुल्क माफी असल्यास तपशिल :-

- 1) The Special Township Project : मुद्रांक 2006/10/5-3/GR526/M1 Dated 15.01.2008.
and Mudrank 2012/R.R. 36/C.R. 22/M1 dated 06.01.2015

सह. दुय्यम निबंधक कल्याण-३.



मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	202310207014				20 October 2023,03:39:22 PM
मूल्यांकनाचे वर्ष	2023				
जिल्हा	ठाणे				
मूल्य विभाग	तालुका : कल्याण				
उप मूल्य विभाग	47/151/1-रूणवाल मायसिटी व रूणवाल गार्डन				
क्षेत्राचे नांव	Kalyan/Dombival Municipal Corporation	सर्व्हे नंबर /न. भू क्रमांक			
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मो.सामानाचे एकक
9600	63900	73800	79900	73800	चौ.मीटर
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र(Built Up)-	41.503चौ. मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय -	0 TO 2वर्षे	बांधकामाचा दर-	Rs.26620/-
उद्दवाहन सुविधा -	आहे	मजला -	1st To 4th Floor	कार्पेट क्षेत्र-	37.73चौ. मीटर
Sale Type - First Sale					
Sale/Resale of built up Property constructed after circular dt.02/01/2018					
मजला निहाय घट/वाढ = 100 / 100 Apply to Rate= Rs 63900/-					
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर =(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी)- खुल्या जमिनीचा दर)					
= ((63900-9600) * (100 / 100)) + 9600)					
= Rs.63900/-					
A) मुख्य मिळकतीचे मूल्य = वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र					
= 63900 * 41.503					
= Rs.2652041.7/-					
Applicable Rules = 3, 9, 18, 19					
एकत्रित अंतिम मूल्य = मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेझनाईन मजला क्षेत्र मूल्य + लगतच्या गल्लीचे मूल्य खुली बांधणी - वरील गल्लीचा मूल्य - बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + सदिरत वाल्कनी + स्वय-वाहित वाहनतळ					
= A + B + C + D + E + F + G + H + I + J					
= 2652041.7 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0					
=Rs.2652042/-					
= ₹ सव्वीस लाख बावन्न हजार बेचाळीस /-					

Home Print

कल्याण - ३
 दस्त क्र. 9444E / 2023
 9 984

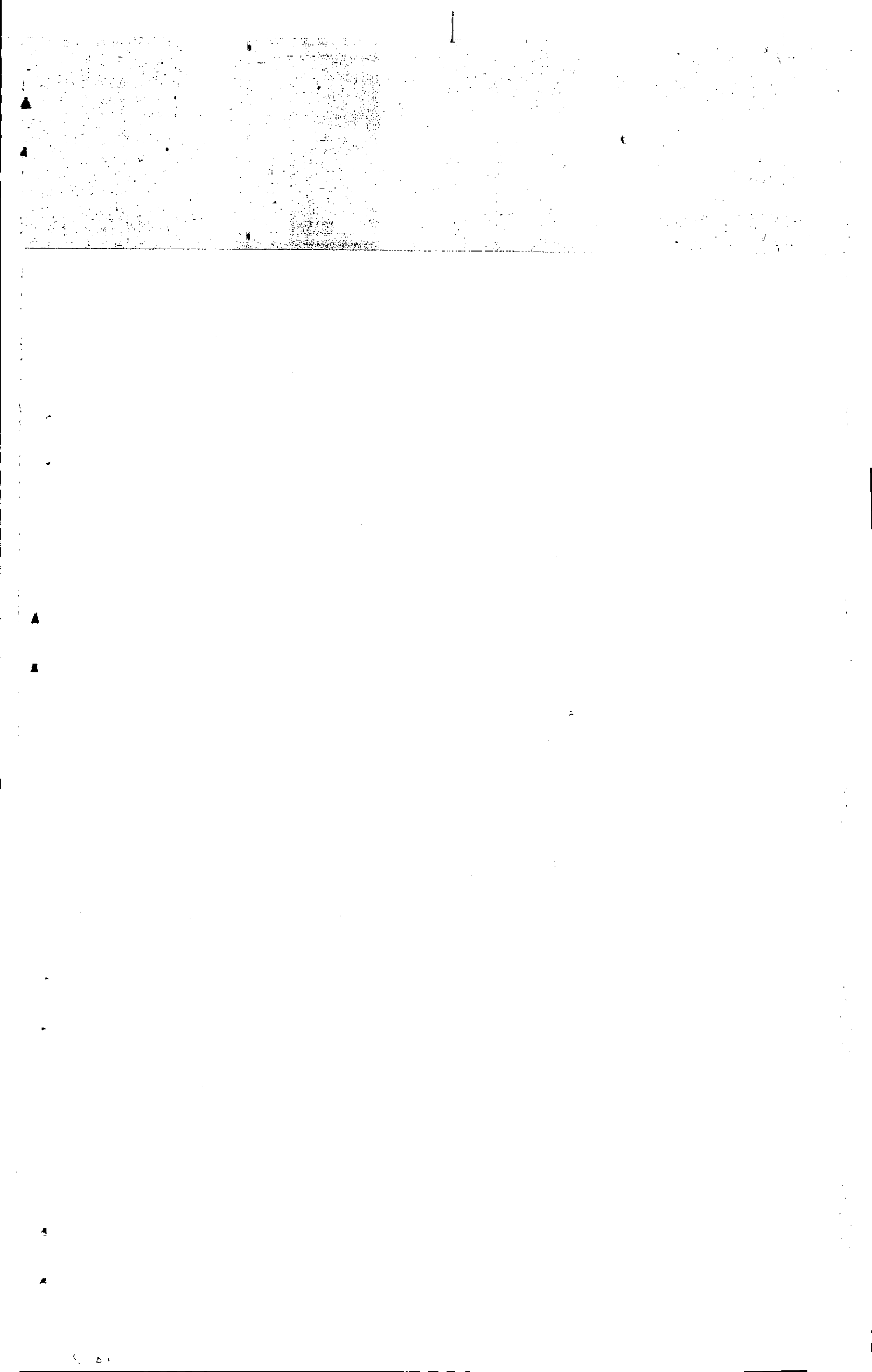




Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0923290603587	Date 29/09/2023
Received from JT SUB REGISTRAR KALYAN, Mobile number 8454819276, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered((iSARITA) in the Sub Registrar office Joint S.R.Kalyan 3 of the District Thane.	
Payment Details	
Bank Name SBIN	Date 29/09/2023
Bank CIN 10004152023092903319	REF No. 327256956194
This is computer generated receipt, hence no signature is required.	

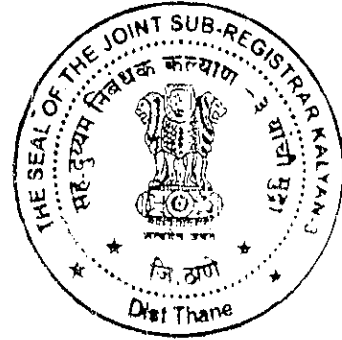
कलयाण - ३	
दस्तावेज क्र. १५५५६	२०२३
२	१४५

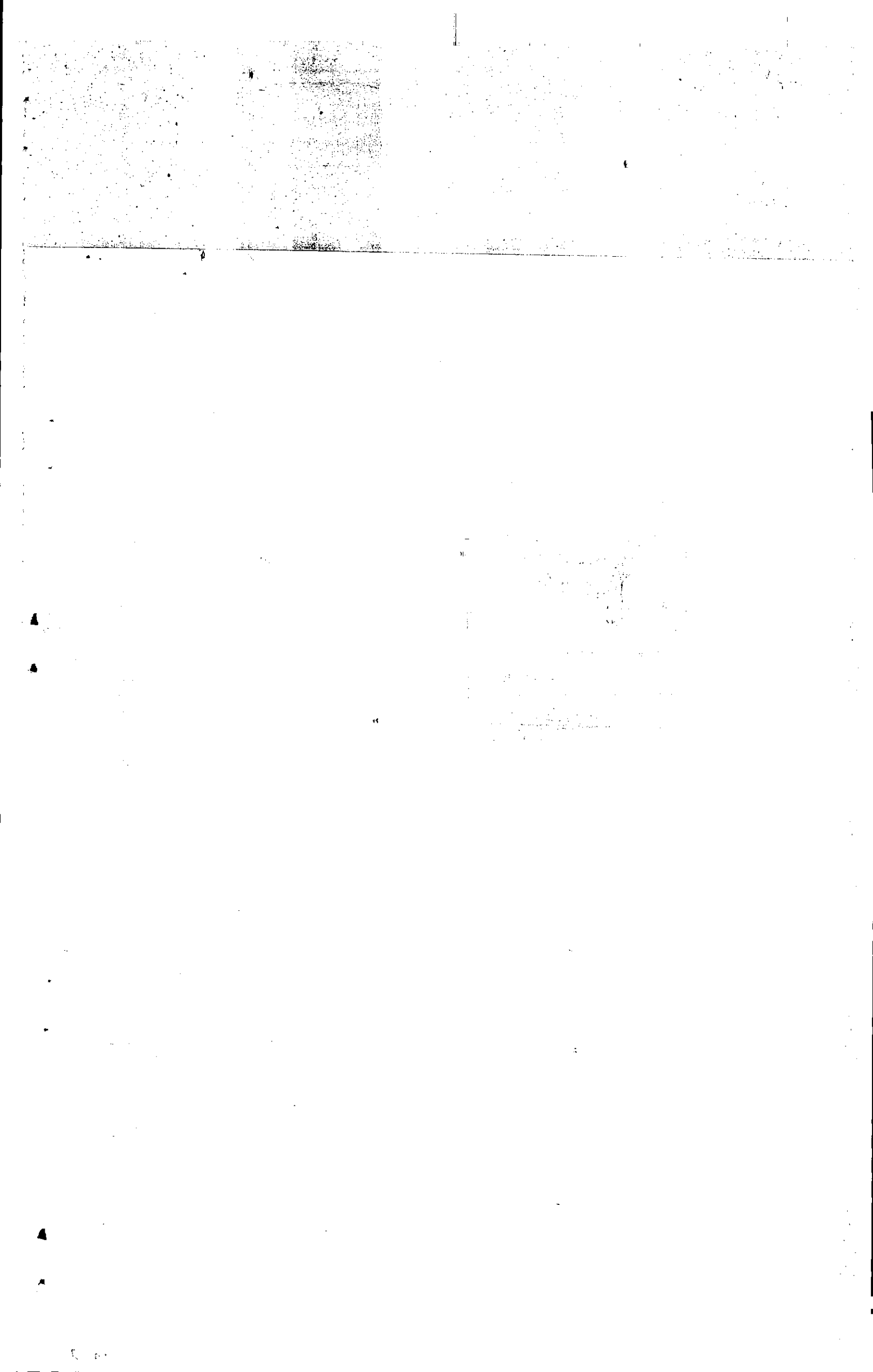




Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1023202805323	Date 20/10/2023
Received from JT SUB REGISTRAR KALYAN, Mobile number 8454819276, an amount of Rs.900/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R.Kalyan 4 of the District Thane.	
Payment Details	
Bank Name SBIN	Date 20/10/2023
Bank CIN 10004152023102005016	REF No. 365935453968
This is computer generated receipt, hence no signature is required.	

कलान - ३	
दस्त क्र. 9444E	2023
3	984







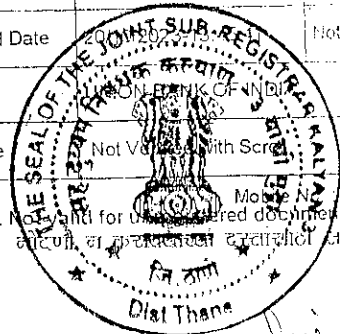
CHALLAN
MTR Form Number-6



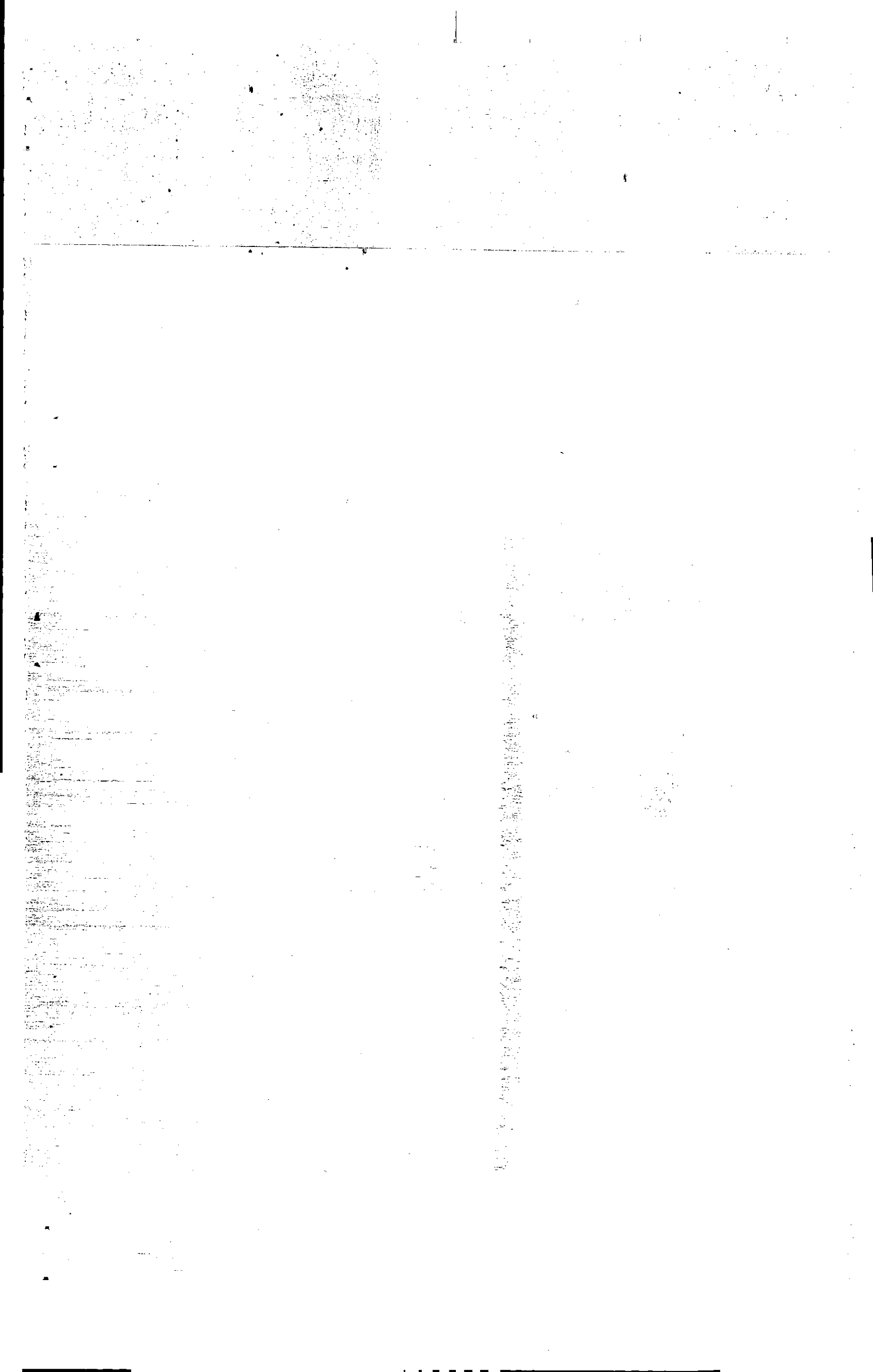
GRN	MH009814664202324E	BARCODE	Date		20/10/2023-13:43:50	Form ID	25.2
Department	Inspector General Of Registration		Payer Details				
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)					
Office Name	KLN3_KALYAN NO 3 JOINT SUB REGISTRAR		PAN No.(If Applicable)	AFKPN8218A			
Location	THANE		Full Name	NITEEN MUKESH NARIGADA			
Year	2023-2024 One Time		Flat/Block No.	MY CITY PHASE II, BLDG NO.CL04-12, FLAT			
			Premises/Building	NO.404, 4TH FLOOR			

Account Head Details	Amount In Rs.							
0030046401 Stamp Duty	185000.00	Road/Street	USARGHAR, DOMBIVLI (EAST)					
0030063301 Registration Fee	30000.00	Area/Locality	406.12 SQ.FT					
		Town/City/District						
		PIN	4	2	1	2	0	4
		Remarks (If Any)	PAN2=AAFRCR1404F~SecondPartyName=HORIZON PROJECTS PVT LTD~CA=4110360					
		Amount in Words	Two Lakh Fifty Four Thousand and Rupees Only					
Total	2,15,000.00	Words	दुसरा क. १५५४३ २०२३					
Payment Details	UNION BANK OF INDIA		FOR USE IN RECEIVING BANK					
Cheque/DD Details		Bank CIN	Ref. No.	0290179202302008109020707276				
Cheque/DD No.		Bank Date	RBI Date	Not Verified with RBI				
Name of Bank		Bank-Branch						
Name of Branch		Scroll No. , Date		Not Verified with Scribble				

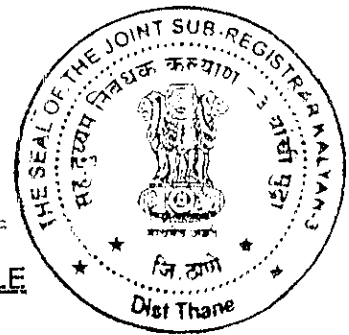
Department ID : 9137362631
 NDTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करवावयाच्या दस्तावेजासाठी लागू आहे. नोंदणी व परावचना दस्तावेजासाठी सदर चलन लागू नाही.



(Handwritten signature)



कलम - ३	
वत क्र. ११११६	२०२३
५	१०६



AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Dombivali on this 20th day of Oct in the Christian year Two Thousand and Twenty (hereinafter referred to as the 'Agreement') Three

BETWEEN

HORIZON PROJECTS PRIVATE LIMITED (PAN NO. AAFCR1404E) a company incorporated under the Companies Act, 1956 having its registered office at Runwal & Omkar Esquare, 5th floor, Opp. Sion Chunabhatti Signal, Off Eastern Express Highway, Sion (East), Mumbai-400 022 represented by its Authorized Signatory Mr. SAURABH SHANKAR NATU hereinafter referred to as the "OWNERS/PROMOTER" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

[Handwritten Signature] Nakhurani

[Handwritten Signature]
Owners

Purchaser/s

"THE PURCHASERS" as mentioned in "Annexure F" annexed hereto (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their respective heirs, executors, administrators and permitted assigns) of the OTHER PART.

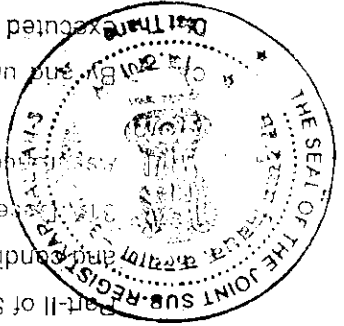
The Owners and the Purchasers shall hereinafter collectively be referred to as the 'Parties' and individually as the 'Party'.

WHEREAS:-

a) By and under a Deed of Conveyance dated 31st December, 2012 executed between Premier Limited ("Premier") as the Vendor of the one part and Horizon Projects Private Limited, being the Owners herein as the Purchaser of the Other Part, Premier sold, conveyed and transferred in favour of the Owners herein all their right, title, interest, claim and benefit in respect of the piece and parcel of land or ground aggregately admeasuring 285716 sq. meters or thereabouts situate lying and being at Village Usarghar, Taluka Kalyan, District Thane, more particularly described in the Part-I of Schedule A hereunder for the consideration and upon such terms and conditions as therein mentioned. The said Deed of Conveyance dated 31st December, 2012 has been registered with the Sub-Registrar of Assurances at Kalyan-1 under Serial No. KLN1-368 of 2013.

b) By and under another Deed of Conveyance dated 31st December, 2012 executed between "Premier" as the Vendor of the one part and Owner herein of the Other Part, Premier sold, conveyed and transferred in favour of the Owners herein all their right, title, interest, claim and benefit in respect of the piece and parcel of land or ground aggregately admeasuring 195334 sq. meters or thereabouts situate lying and being at Village Usarghar, Taluka Kalyan, District Thane, more particularly described in the Part-II of Schedule A hereunder for the consideration and upon such terms and conditions as therein mentioned. The said Deed of Conveyance dated 31st December, 2012 has been registered with the Sub-Registrar of Assurances at Kalyan-1 under Serial No. KLN1-369 of 2013.

195334	3
285716	3



herein of the Other Part, Premier sold, conveyed and transferred in favour of the Owners herein all their right, title, interest, claim and benefit in respect of the Owners herein under another Deed of Conveyance dated 31st December, 2012 executed between "Premier" as the Vendor of the one part and Owners herein of the Other Part, Premier sold, conveyed and transferred in favour

Purchasers

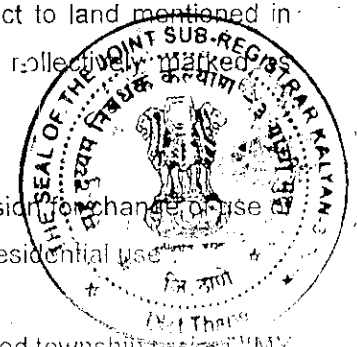
Owners

[Handwritten signatures]

of the piece and parcel of the land or ground aggregately admeasuring 62,470 sq. meters or thereabouts situate lying and being at Village Sandap, Taluka Kalyan, District Thane, more particularly described in the Part-III of Schedule A hereunder for the consideration and upon such terms and conditions as therein mentioned. The said Deed of Conveyance dated 31st December, 2012 has been registered with the Sub- Registrar of Assurances at Kalyan-1 under Serial No. KLN1-370 of 2013.

- d) All properties more particularly described in Part-I of Schedule A, Part-II of Schedule A and Part-III of Schedule A totally admeasuring 5,43,520 sq. mtrs owned by the Owners. Out of the said total area admeasuring 5,43,520 sq. mtrs, some area is acquired by Ministry of Railway and the net area admeasuring about 528350 sq. mtrs approximately is owned and possessed by the Owners which area is hereinafter referred to as "the said Larger Property".
- e) By his order dated 28th December 2012, the Deputy Collector and the Competent Authority has ordered for deletion of the remark "Exemption for Industrial Purpose and Transfer Prohibited" appearing on the land revenue records, inter-alia, of the Larger Property. Pursuant to the above Order, the aforesaid remark has been deleted from the 7/12 extracts of the said Larger Property.
- f) The copies of certificate of title dated 13th June 2012 and 20th June 2012 issued by M/s. Hariani & Co., Advocates & Solicitors with respect to land mentioned in Part-I of Schedule A and Part II of Schedule A are hereto annexed and collectively marked as Annexure "A & A-1" respectively.
- g) The copies of certificates of title both dated 5th January 2013 issued by M/s Hariani & Co., Advocates & Solicitors with respect to land mentioned in Part-III of Schedule A are hereto annexed and collectively marked as Annexure "B & B-1" respectively.
- h) The Owners have obtained the necessary permission for change of use of the said Larger Property from "industrial use" to "residential use".
- i) The Owners are proposing to construct an integrated township project "MY CITY PHASE-II" in accordance with the provisions of the Maharashtra Regional Town Planning Act, 1966 ("MRTP"), in a phase wise manner.

कलाम-३
 १५५९/२०२३
 १४



[Handwritten signature]
 N. Anandkar

[Handwritten signature]
 Owners

Purchaser/s

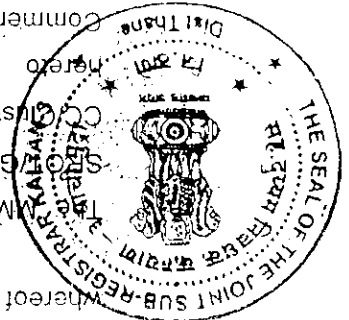
inter-alia, on the Larger Property as per Locational Clearance granted by Urban Development Department vide Notification dated 21st August, 2017 bearing No. TFS.1217/331/CR-72/17/UD-12 published in the Gazette on 7th September 2017. As a part of the aforesaid development, the Owners have divided the development of the Larger Property into multiple phases/ clusters/projects which shall be developed over a span of 20 years.

In its project called My City Phase-II Cluster-4, the Owners propose to construct/ develop residential/ commercial buildings/ towers/ (hereinafter referred to as "the said Project") on land admeasuring about 26284.72 sq.mtrs. being a portion of Larger Property as more particularly described in the Schedule B hereunder written (hereinafter referred to as "the said Property") as per plans approved by Mumbai Metropolitan Region Development Authority ("MMRDA") or Kalyan Dombivli Municipal Corporation ("KDMC") as may be applicable or as may be amended by the MMRDA and other concerned authorities. The said Project forms a part of the tentative layout Plan approved by KDMC/MMRDA vide its letter bearing No. SROT/ 27 VILLAGES/ 2401/ AMENDED/ LAYOUT/ USARGHAR-03/NOL-II/1474/2017 dated 17th October 2017.

The MMRDA has approved the building plans of the buildings/ towers to be constructed by the Owners on the said Property in the said Project and has granted Sanction of Development vide Commencement Certificate bearing No. SROT/27 VILLAGES/ 2401/ BP/USARGHAR-03/VOL-III/ 1473/ 2017 dated 17th October 2017, copy whereof is hereto annexed and marked (k)

Annexure "C"	2017
The MMRDA has also issued Conditional Layout Approval for the proposed integrated township project dated 23 rd April 2018 bearing No. SROT/Growth Centre/2401/BP/ITP-Layout/ Usarghar-Sandap- 01/670/2018, copy whereof is hereto annexed and marked Annexure "D".	2018

MMRDA has Amended Commencement Certificate bearing No. SROT/Growth Centre/2401/ BP /ITP-Usarghar & Sandap-01 / Amended Cluster-4/1987/2018 dated 28th September 2018, copy whereof is hereto annexed and marked Annexure "E". Further Amended Commencement Certificate Bearing No. SROT/Growth Centre/2401/BP/ITP- Usarghar & Sandap-01 /CC /174 /2020 dated 3rd February 2020 issued by MMRDA, is annexed herewith and marked as



(Handwritten signatures)
 M. Anwar
 M. Anwar

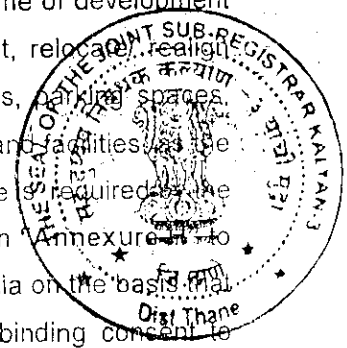
Purchasers/

(Owners)

Annexure "E-1".

- n) As per the aforesaid development permission and as a part of the aforesaid development, the Owners propose to construct/ develop on the said Property i.e. in the said Project one building with 12 towers with common podium and parking levels (hereinafter referred to as "the said Building"). The Owner has decided to develop the said Property as mentioned below:
- i. The Owner has provision to construct podium apartment and may construct the same at ground, first and second podium level.
 - ii. The Owner proposes to construct shops/retail at ground floor.
 - iii. All amenities and facilities including a Club house etc. as described in Annexure "K" hereunder shall be used in common by the flat purchasers of the said Project.
- o) Further, the Purchasers consent and acknowledge that in addition to the plans sanctioned/approved by the MMRDA/ KDMC, the Owners may propose to construct in the future utility buildings, EWS Housing, Shops, Social amenities, Recreational buildings, Institutional building and commercial buildings along with residential buildings in the township on the said Larger Property, subject to the approvals from the MMRDA and the concerned authorities.
- p) The Owners shall be entitled to make any variations, alterations, amendments or deletions in the plan approved by the concerned authority, however, the Owners shall obtain the prior consent of the flat/premises purchasers if such variations, alterations, amendments or deletions in the approved plan will adversely affect the area of the premises of the Purchaser/s. The Owners shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the said Property/ Larger property, tentative layout, relocation, realignment service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Owners may deem fit in its sole discretion or if the same is required by the concerned authority. The consideration as mentioned in Annexure "H" to be paid by the Purchaser/s has been calculated inter alia on the basis that the Purchaser/s have granted their irrevocable and binding consent to make any such variations, alterations, amendments or deletions. In the event that the Purchaser/s withdraw their consent or in the event the validity

2023	3
2023	
	9/24



[Signature]
Owners

[Signature] *[Signature]*
Purchaser/s

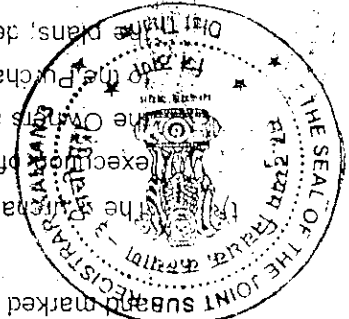
of the same is challenged, then the amount of consideration under "Annexure H" shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Owners due to such consent not being granted to the developer.

(d) As on date the said Property has been mortgaged to the Bank/ Financial Institution as more particularly mentioned in Annexure "F" herein. The Purchaser consents that Owner reserves right to create mortgages/ encumbrances as required from time to time, save and except the right of the Purchaser/s on the said Flat / Premises. The details of such mortgages shall be disclosed in accordance with the provisions of law.

(e) The Owners have appointed renowned Architect for design and Structural Engineer for the preparation of the structural designs and drawings of the buildings, other amenities and facilities including car parking spaces, who will supervise and advise till the completion of construction and the Owners shall provide professional supervision of the architect and the structural engineer till the completion of the buildings.

(s) The development of the said Property proposed by the Owners, has been registered as a 'real estate project with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 3, 4 and 5 of the Real Estate (Regulation and Development) Act, 2016. ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) Act, 2016. ("RERA") read with the provisions of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules") and the Regulations. The Authority has duly issued Certificate of Registration No. P51700008440 dated 18th August 2017 ("RERA Certificate") for the project, and a copy of the RERA Certificate is annexed herewith. The said Project is marked as Annexure "L" hereto;

90	90
90	90
90	90



The Purchaser/s has/ have inspected the said Property prior to the execution of these presents. The Purchaser/s has/have demanded from the Owners and the Owners have given full, free and complete inspection of all the documents of title relating to the said Property, including plans, designs and specifications prepared by the Owner's Architect, Engineers and such other documents as are specified under the applicable provisions of Maharashtra Ownership of flats (Regulation of the Promotion of Constructions, Sale, Management and Transfer) Act, 1963 ("MOFA") and

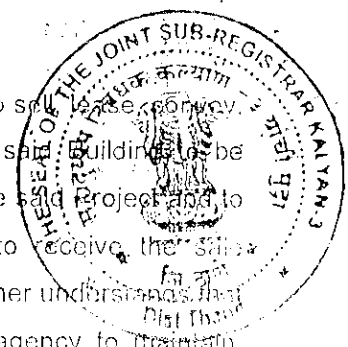
Owners
[Signature]

Purchaser/s
[Signature]
[Signature]

RERA (herein collectively referred to as the "said Acts") and the Rules made there under (herein collectively referred to as the "said Rules"). The Owners have furnished to the Purchaser/s true copies of all such documents as mentioned in the said Rules, as desired by the Purchaser/s. The Purchaser/s has/ have entered into this Agreement knowing fully well and understanding the contents and the implications thereof and has/have satisfied himself/herself/ themselves as regards the title of the Owners to the said Property and shall not make any further investigation of title and shall not raise any requisitions or objections on any matter relating thereto and that the Purchaser/s hereby fully accepts the title of the Owners to the same.

- u) While sanctioning the plans, concerned local authority and/or government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owners while developing the said Property. The Owners have accordingly commenced the construction of residential/commercial buildings/ towers in accordance with the said plans.
- v) The Owners have entered and is entering and/ or will enter into separate agreements with several other prospective buyers/ persons/ purchaser/s and parties in respect of the sale of flats, shops, and other usage/premises in the buildings to be constructed by the Owners.
- w) The Purchaser/s has/have applied to the Owners for allotment to the Purchaser/son ownership basis a residential flat/ premises in the said Building to be constructed by the Owners in the said Project on the said Property, the details of which flat/premises are more particularly described in **Annexure "F"** hereto and shown by red colour outline on the plan annexed hereto as **Annexure "G"** (hereinafter referred to as the 'said Premises') together with the a covered (i.e. still basement) podium/stack/ mechanically operated) car parking space OR together with the right to use the open car parking space which forms a part of the common areas of the said Building as specified in "Annexure "F".
- x) The Owners alone have the sole and exclusive right to sell, lease, convey, assign, transfer, etc. the flats and premises in the said Building to be constructed by the Owners on the said Property in the said Project and to enter into agreement/s with the purchaser/s and to receive the sale consideration in respect thereof. The Purchaser/s further understands that the Owners shall in its own discretion appoint an agency to maintain, manage and control all the common areas, amenities and facilities in the

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 Owners

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 Purchaser/s

said Building and for such other purposes as may be agreed upon between the Owners and the said agency.

y) After satisfying himself/ herself/ themselves with regards to the title of the said Property and all orders, permissions, sanctions and plans, the Purchaser/ Purchasers hereby agrees/ to purchase from the Owners and the Owners hereby agrees/ to sell and transfer to the Purchaser/ s on Ownership basis the said Premises on the terms and conditions hereinafter appearing.

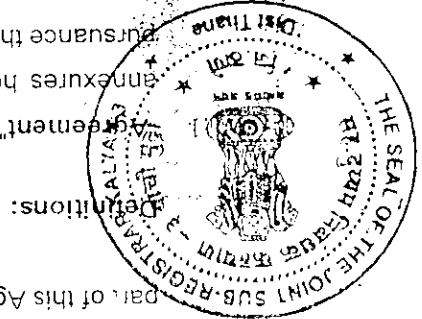
z) The total consideration of the said Flat/ Premises includes sale consideration for the said flat which is calculated on the basis of the carpet area and other charges and deposits detailed in Annexure "F" (hereinafter referred to as the "Total Consideration") and the payment terms thereof are detailed in Annexure "H" hereto and wherein the Purchaser/ s has/ have agreed to pay to the Owners balance of the sale consideration and other charges and deposits in the manner hereinafter appearing.

aa) The Owners are required to execute a written agreement for sale of said Flat/ Premises to the Purchaser/ s under the Acts being in fact these presents and also register the said agreements under the Registration Act.

bb) The parties hereto have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

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The Parties hereto agree that the recitals hereinabove shall form an integral part of this Agreement.



Definitions:

"Agreement" shall mean this Agreement together with the schedules and annexures hereto and any other deed and/or document(s) executed in pursuance thereof.

11.2 "Apex Body" shall mean the apex body to be formed by and consisting of the organizations formed in respect of various buildings constructed/ to be

Owners
[Signature]

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constructed in the Project or the said Larger Property, to maintain, administer and manage the Larger Property and the Project. This may be a company or a registered federation or any other management structure as permissible in law.

1.1.3 **"Apex Body CAM Charges"** shall have the meaning ascribed to it in Clause 8.4 below;

1.1.4 **"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 decision, or determination 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.

1.1.5 **"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 / Flat and / or the development thereof.

1.1.6 **"Authority"** shall mean (i) any nation or government or any provincial, 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.

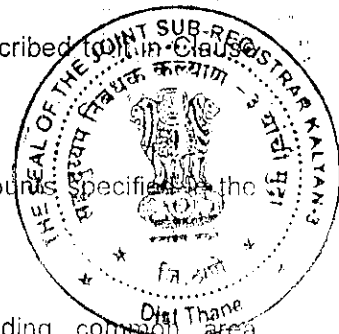
1.1.7 **"Building"** shall mean the single / multi-storied building as described in Recital M herein to be / being constructed by the Owner said Property.

1.1.8 **"Building Conveyance"** shall have the meaning ascribed to it in Clause 14.1 below.

1.1.9 **"Building Protection Deposit"** shall mean the amount specified in the Annexure "I".

1.1.10 **"Building CAM Charges"** shall mean the building common area maintenance charges payable by the Purchaser inter alia for the

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Owners

[Signature] N. Ambani
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of the Flat / Building as specified in

1.1.11 "Car Parking Spaces" shall mean and includes open/ still/covered/ still/ stack/ mechanically operated parking spaces car parking spaces.

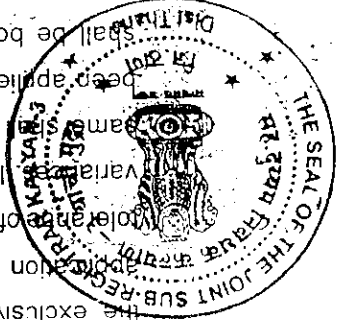
1.1.12 "Carpet Area" shall mean the net usable area of the Flat including the area covered by the internal partition walls of the Flat but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/ verandah/ open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell 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 raises the dispute in relation to the measurement of Carpet Area.

1.1.13 "Club" shall mean any recreation facility constructed for the use of the purchasers of flats in the Project or the Larger Property.

1.1.14 "Common Areas and Amenities" shall mean the common areas and amenities as are available to and/or in respect of the Building / Larger Property, as the case may be and more particularly described at Annexure "K" (Common Areas and Amenities).

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shall mean the floor area of the balcony or verandah or open terrace as the area which is appurtenant to the carpet area of the flat, 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 a 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.



1.1.16 "FEMA" shall have the meaning ascribed to it in Clause 5.5 (gg) below.

N. Chavhan

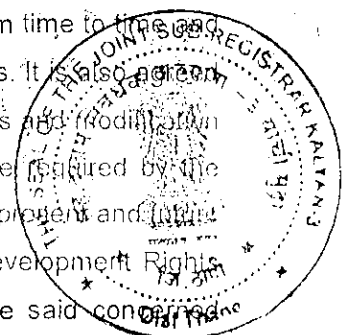
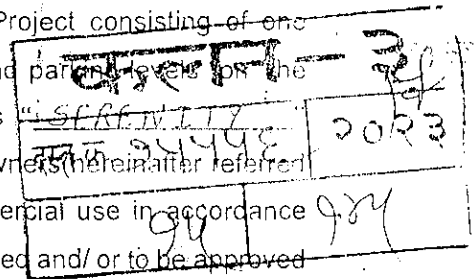
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Owners

- 1.1.17 "Flat" shall mean the unit in the Building with the Carpet Area and EBVT Area as specified at Annexure "F" (Flat and Purchaser's Details) and floor plan thereto (with flat shaded) annexed hereto as Annexure "G" (Floor Plan).
- 1.1.18 "Land Conveyance" shall have the meaning ascribed to it in Clause 14.2 below.
- 1.1.19 "Project" shall mean the project with RERA registration number as stated in recital (r). The Project may be part of a larger layout on the Larger Property.
- 1.1.20 "PMC" shall have the meaning ascribed to it in Clause 9.20 below.
- 1.1.21 "Taxes" shall mean and include Direct Tax and Indirect Tax.
- 1.1.22 "Total Consideration" shall mean the amounts payable/ agreed to be paid by the Purchaser for purchase of Flat alongwith other charges and deposit as set out at Annexure "H" (Flat and Purchasers Details).

2. PLANS:

- 2.1 The Owners shall construct/develop the said Project consisting of one building with 12 towers with common podium and parking levels on the said Property and the said building known as "SRI VILAS" or any other name as may be decided by the Owners (hereinafter referred to as "the said Building") for residential/commercial use in accordance with the plans, designs, and specifications approved and/ or to be approved and/ or amended by the concerned local authorities from time to time and which have been seen and approved by the Purchaser/s. It is also agreed that the Owners shall be entitled to make such variations and modification as the Owners may consider necessary or as may be required by the concerned local authority/ the Government, using such project and (TDR) or proposed Floor Space Index (FSI)/ Transferable Development Rights (TDR) that may be available to the Owners, from the said concerned authority and/or such other global Floor Space Index (FSI) / (TDR) that may be available to the Owners in respect of the Larger Property. It being clearly agreed and understood by the Purchaser/s, that any benefit available by



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Owners

[Signature] N. Arindam
Purchaser/s

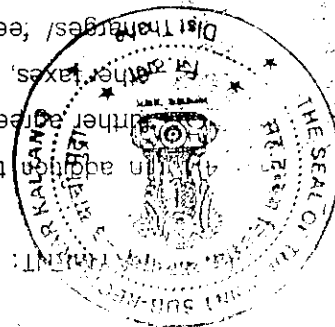
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Owners

W. Gumbel
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various other charges which has been stated under this Agreement. All infrastructure charges, one time infrastructure charges for club house and charges, charges for electricity connections/ meter, legal charges, charges, all deposit/charges for society formation, maintenance/fees, other taxes, charges, duties as applicable and stamp duty and registration to the above sale consideration, the Purchasers/ has/have further agreed and accepted to pay the amount towards GST and/or any



The Purchasers/ hereby agree/s to purchase from the Owners and the Owners hereby agree to sell to the Purchasers/ on ownership basis the said Premises more particularly described in Annexure "F" as well as the right to use the open areas if any attached to the said Premises as well as the common areas, amenities and facilities in the said Building and said Project for the sale consideration as mentioned in Annexure "H"

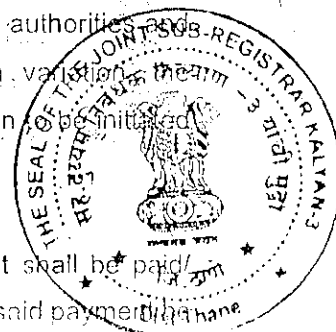
Annexure "H"	76
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3. AGREEMENT:

way of increase in FS/ITDR, which may be increased by way of global FS/ITDR or otherwise howsoever from the said Property/ Larger Property, shall only be for the use and utilization by the Owners, and the Purchasers/ shall have no right and/ or claim in respect of the same, whether prior to the commencement of construction or during construction or after construction having been completed until final conveyance deed or such other transfer document that may be executed in favour of the Apex Body or any other entity that may be formed in respect of the said Larger Property to convey the Land, infrastructure and amenities on the Larger Property. The consideration as mentioned in "Annexure "H" to be paid by the Purchasers/ has been calculated inter alia on the basis that the Purchasers/ have granted their irrevocable and binding consent to make any such variations, alterations, amendments or deletions. In the event that the Purchasers/ withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under "Annexure "H" shall automatically stand enhanced to include any direct and/or indirect cost, manage, claim, expenditure suffered by the Owners due to such consideration not being granted to the Owners.

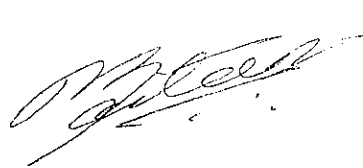
these shall be paid exclusively to the Owner and which shall be a part of the total consideration. The Purchaser shall also pay in addition to the total consideration as mentioned in Annexure "H", GST or any other new levies/ tax/duty/surcharge/cess (direct and indirect) which becomes payable in respect of this Agreement either in future or with retrospective effect, the same shall be borne and paid by the Purchaser/s alone. The Owner shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the said Building is complete and the Occupation Certificate with respect to the said Flat is granted by the Municipal Corporation, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The Total Consideration and advance maintenance charges payable on the basis of the carpet area shall be recalculated at the time of handing over possession of the said Flat. It is hereby agreed that if there is any increase in the carpet area allotted to Purchaser/s, the Owner shall demand additional amount from the Purchaser/s towards Total Consideration, which shall be payable by the Purchaser/s prior to taking possession of the said Flat and if there is any reduction in the carpet area allotted to Purchaser/s, then the Promoter/Owner shall refund the excess amount paid by the Purchaser/s or adjust the same in Total Consideration due and payable by the Purchaser/s prior to taking possession of the said Flat. Such increase or reduction in Total Consideration will be in respect of the differential percentage only i.e. the difference above or below 3% (three percent) variation. For the purpose of determination of actual carpet area upon construction of the said Flat, the decision of the Architect appointed for the construction of the said Building/s shall be final and binding on the Parties. The Architect shall provide a certificate in writing determining the actual area of the said Flat. The Purchaser/s hereby agree/s to and accept/s any increase or decrease in the carpet area of the said Flat due to change in any law, rules, regulations, notifications, etc. issued by the Central Government, State Government and/or competent authorities and bodies from time to time. However, in case of such variation, the Purchaser/s shall not be entitled for any criminal/civil action to be initiated against the Promoter/Owner.

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4.2 It is clarified that tax deducted at source ("TDS") amount shall be paid/deposited by the Purchaser/s to the relevant authority and said payment shall be reflected on the relevant government authority website and the Purchaser/s shall submit TDS certificates to the Owners. In the event of any error


 Owners

 N. Grandhi
 Purchaser/s

made. Provided that, payment of interest shall not save the termination of this agreement by the Owners on account of any default/breach committed by the Purchaser/s in payment of any outstanding amount or of any of the terms and conditions herein contained. It is specifically agreed that the amount received by Owners will be first appropriated towards interest receivable by the Owners. The aforesaid liability of the Purchaser/s to pay interest shall be without prejudice to the other rights, remedies and claim of the Owners under this Agreement and/or under the law.

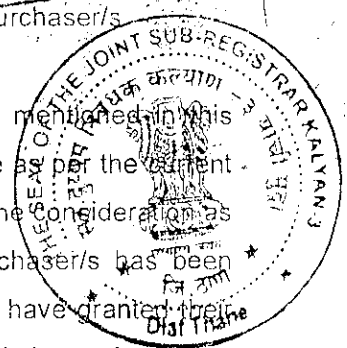
4.7 It is expressly agreed between the Owners and the Purchaser/s that in the event of the Owners calling upon the Purchaser/s in writing to make payment of any deposits/ connection charges or any part thereof to any third party being any of the utility/ service providers, then the Purchaser/s agree to make such payment to such third party latest within 15 (fifteen) days from the date of receipt of the written notice from the Owners.

4.8 In addition to the sale consideration and the charges and deposits mentioned hereinabove, the Purchaser/s doth/do and each of them doth hereby agree/s to pay/reimburse to the Owners on demand his/her/their proportionate share of increased development charges or other charges/deposits in case the Kalyan Dombivali Municipal Corporation or the Concerned Authority/Government claims the same either due to any change in the Laws, Rules, Bye-laws or otherwise for any reason whatsoever.

4.9 The Purchaser/s further agrees, declares and undertakes that in the event of delay in payment of any installment or any other amount under this agreement or otherwise, the Owners are entitled to raise, recover and receive the amount of interest at any point of time during the construction of the said Premises or after the completion of the said Premises but before handing over possession of the said Premises to the Purchaser/s.

4.10 The total consideration and the deposits/charges as mentioned in this Agreement and in Annexures "H" and "I" hereto, are as per the current estimated cost for construction of the said Premises. The consideration as mentioned in "Annexure H" to be paid by the Purchaser/s has been calculated inter alia on the basis that the Purchaser/s have granted the irrevocable and binding consent to make any such variations, alterations, amendments or deletions. In the event that the Purchaser/s withdraw their

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[Signature]
Owners

[Signature] → *[Signature]*
Purchaser/s

consent or in the event the validity of the same is challenged, then the amount of total consideration under "Annexure H" shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Owners due to such consent not being granted to the developer.

4.11 The Purchaser agrees and understands that Owner has agreed to sell the said Flat/premises to the Purchaser on the specific assurance of the Purchaser that the Purchaser:

a. Shall make payment of the Total Consideration as per the timelines set out at Annexure "H", without any delay or demur for any reason whatsoever;

b. Shall observe all the covenants, obligations and restrictions stated in this Agreement; and

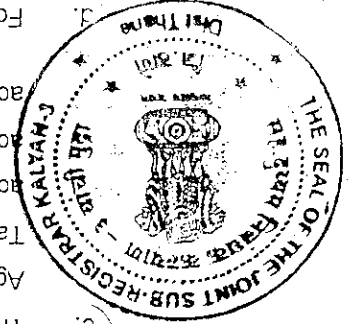
c. Confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a breach of the terms of this Agreement by the Purchaser.

4.12 It is clarified and the Purchaser accords his irrevocable consent to the Owner that at their sole discretion to appropriate any payment made by him, notwithstanding any communication to the contrary, in any manner or as follows:-

First towards the Cheque Bouncing Charges in case of dishonour of any cheque issued by the Purchaser;	₹ 1000	₹ 1000
Secondly, towards Interest due as on the date of payment;	₹ 00	₹ 00

Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and Taxes payable in respect of the said Flat/premises or any other administrative or legal expense incurred by the Owner on account of delay in payment by the Purchaser and consequential actions required to be taken by the Owner; and

Fourthly, towards outstanding dues including Total Consideration in respect of the said Flat/premises under the Agreement.



N. Govindaraj
Purchaser/s

[Signature]
Owners

Without prejudice to all other rights and remedies available in law for the purposes of this Clause and this Agreement, "Cheque Bouncing Charges" shall mean the charges of Rs.2000/- (Rupees Two Thousand only) payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is not honoured for any reason whatsoever including 'insufficient funds', 'stop payment' or 'account closed'.

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 Owner.

5. SECURITIZATION OF THE TOTAL CONSIDERATION

5.1 The Purchaser hereby grants his irrevocable consent to the Owner to securitize the Total Consideration and/ or part thereof and the amounts receivable by the Owner hereunder and 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 herein. It is further agreed that any such securitization shall not lead to an increase in the Total Consideration paid by the Purchaser for the said Flat/premises and any payment made by the Purchaser to the Owner and/ or any bank or financial institution nominated by the Owner 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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6. OBLIGATIONS OF OWNERS:

6.1 The Owners hereby agree to observe, perform and comply with all the terms and conditions, stipulations and restrictions (if any), which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall before handing over possession of the said Premises to the Purchaser/s, obtain from the concerned local authority, occupation/completion certificates in respect of the said Premises.



6.2 The Owners hereby declare that at present the FSI available in respect of


Owners

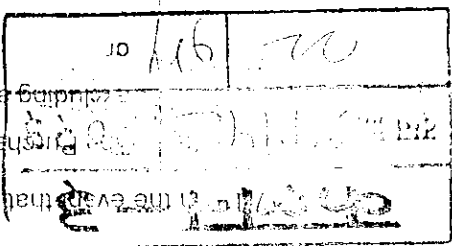

N. Ghandani
Purchaser/s

the said Larger Property is 4.0 as per the prevailing Development Control Regulations and that no part of the said Floor Space Index has been utilized by the Owners outside the Larger Property. The FSI available on the said Larger Property in the form TDR/fungible/any extra or additional or proposed FSI is interchangeable and can be utilized for construction of various/ any clusters/buildings on any part/ entire area of the said Larger Property. The Owners hereby represent and declare that the total aggregate land owned by them is admeasuring about 528350 sq. mtrs. The Owners may develop the said Larger Property as an integrated township and the said Property is a part of the said Larger Property. The Purchasers of the flats/ premises in the said property shall not raise any objections or claim or demand for such development on the said Larger Property.

(c) In addition to the above, the Owners have further informed to the Purchasers that as per the prevailing laws, rules and regulations including Development Control Regulations the Owners are additionally entitled to purchase and load Transferable Development Right (TDR) on the said Property/ Larger Property for construction purposes and the Owners shall be entitled to avail TDR in phases and carry out the construction activities on the said Property and / or the said Larger Property and on the building/s thereon as per the discretion of the Owners.

7. DEFAULT BY THE PURCHASERS AND THE CONSEQUENCES:

The Purchaser terminates this agreement for any reason whatsoever including any termination due to a default of the Owner under RERA, *[Signature]*



The Purchasers committing default in payment of any amount due and payable under this Agreement (including his/her proportionate property taxes levied by concerned local authority and other outgoings, deposits etc.)



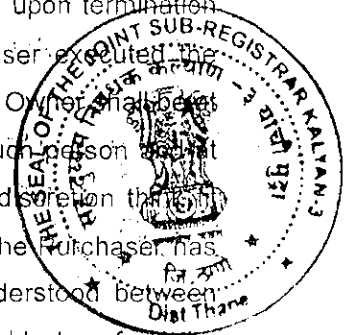
(d) and/ or the Purchasers/ committing breach/s of any of the terms and conditions herein contained, this Agreement shall stand terminated.

[Signature]
 Owners

[Signature]
 Purchasers/

Provided always that in the above events in Clause 7.1(b) and 7.1(c), the Owner shall have given to the Purchaser/s 30 days prior notice in writing of its intention to terminate this Agreement specifying the default in payment of amounts and/or the breach or breaches of terms and conditions of this agreement and giving the Purchaser/s an opportunity to remedy such breaches within aforesaid period of 30 days. In the event the Purchaser fails to remedy the breach/es, this Agreement shall stand terminated forthwith, irrespective of whether the Owner has refunded any amounts to the Purchaser. The Purchaser consents and the Parties agree that 10% of the sale consideration and all taxes paid by the Purchaser to the Owner including GST, interest due and payable for delayed payments, any stamp duty, registration fee and registration expenses, brokerage, and other costs incurred by the Owner (hereinafter referred to as the "Retained Amounts") shall stand forfeited. The Owner may refund the balance sale consideration received after adjusting and retaining all the Retained Amounts and the 10% of the sale consideration for the said Flat/Premises as set out below Pursuant to the termination of this Agreement, the refund amount shall be deemed to be due and payable to the Purchaser/s by the Owner within 30 days from the date of execution and registration of Deed of Cancellation of this Agreement. In the event that the sale consideration paid till the date of termination is less than 10% of the sale consideration, the Owner shall be entitled to retain the entire sale consideration paid till the date of termination. It is agreed that upon such termination, the Purchaser shall within 7 days sign, execute, and register Deed of Cancellation with respect to the said Flat/Premises. In the event Purchaser fails to do so, the Owner shall be entitled to retain all amounts paid by the Purchaser and the Purchaser shall not be entitled to claim any right, title and/or interest over the said Flat/Premises. It is agreed that the Owner shall not be liable to pay to the Purchaser/s any interest on the amount refunded upon termination of this agreement. Irrespective of whether the Purchaser executed the Deed of Cancellation or received the refund amount, the Owner shall be at liberty to dispose and sell the said Flat/ Premises to such person and at such consideration as the Owner may in its absolute discretion deem fit irrespective of whether any amount to be refunded to the Purchaser has been refunded. It is further expressly agreed and understood between Owner and Purchaser/s that the Owner shall not be liable to refund the amount to the Purchaser/s till such time the said Flat/Premises is sold by the Owner to the third party and have realized consideration from third

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 Owners



Purchaser/s

7.2 In the event of such termination, if the monies paid by the Purchaser are less than the total dues recoverable, then the Purchaser/s will be liable to pay the interest on delayed payment at the rate of State Bank of India's Highest Marginal Cost of Lending Rate plus 2% and for continued default beyond a period of 30 days penal interest rate as charged by SBI till the such time that the refund payments are made by the Owner as per clause 7.1 above.

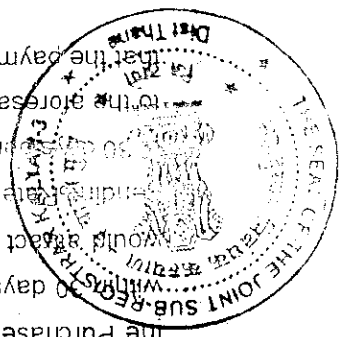
7.3 The Owner shall also be entitled to adjust and retain any other amount which may be payable to the Owner by the Purchaser/s.

7.4 In the event that the Purchaser/s terminates this Agreement due to failure

of the Owner to give possession of the said Flat/Premises within the period agreed herein, the Owner shall refund to the Purchaser/s the booking amount/earnest money till then paid by the Purchaser to the Owner with interest at the rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% p.a. It is further provided, that in such circumstances, the Purchaser/s shall not be entitled to any additional compensation, loss or damage including but not limited to the loss, if any, being the difference of the amount in the rate at which the Purchaser/s booked the said Flat/Premises and the rate prevailing at the time of cancellation by the Purchaser/s. The Purchaser/s will also be liable to pay interest on any default payment as per the terms, herein contained, at the time of making accounts when the Purchaser/s has expressed his/ her/ their desire to cancel the Agreement. It is agreed by and between the Parties that the amount above-referred amount due and payable by the Purchaser/s as specified hereinabove shall be received by the Owner from the Purchaser/s till the time of such cancellation. In the event of such termination, if the monies paid by the Purchaser are less than the total dues recoverable, then the Purchaser/s will be liable to pay the difference amount to the Owner

30 days of the application for cancellation, falling which the amount would attract interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum and for continued default beyond a period of 30 days penal interest rate as charged by SBI shall be payable in addition to the aforesaid rate on the principal and interest amount due, till such time that the payments are made.

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Handwritten signatures and names: 'Mehar' and 'Mehar'.

Purchaser/s

Owners

7.5 If the Purchaser/s has availed of a loan from financial institutions or banks or any other lender (the "Lender") against the security of the said Flat/Premises for which a written NOC/ consent and approval of the Owners has been issued, then in the event of: (a) the Purchaser/s committing a default of the payment of the installments of the total consideration amount (b) the Purchaser/s deciding to cancel this Agreement, and/ or, (c) the Owners exercising its right to terminate this Agreement, the Purchaser/s shall clear the mortgage debt outstanding at the time of the said termination. The Purchaser/s shall obtain the NOC or such necessary letter and other documents including but not limited to the original registered Agreement for Sale and NOC from the Owners & receipt, etc. from the Lender stating that the Purchaser/s has/ have cleared the mortgage debt. Notwithstanding the above, the Purchaser's obligation to make the payment of the installments under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional.

7.6 It is also agreed that the Purchaser/s shall be solely responsible to ensure timely disbursement of the installments towards total consideration from the Lender. Any delay in receiving the instalment from the Purchaser/s or the Lender for any reason whatsoever will entitle the Owners to charge interest at the rate of the State Bank of India's Highest Marginal Cost of Lending Rate plus 2% per annum and for continued default beyond a period of 30 days penal interest rate as charged by SBI shall be applicable in addition to the aforesaid rate on the principal and interest amount due, till such time that the payments are made.

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8. AMENITIES:

8.1 The Owners have agreed to provide the amenities/ facilities/ Premises as per details mentioned in the Annexure "K"

8.2 COMMON AREAS AND RESTRICTED AREAS:

8.2.1 It is expressly agreed that the Purchaser/s shall be common with other purchasers/ occupants in the said Building on the said Property, the common areas and facilities, the nature, extent and description of such common facilities are set out in the Annexure "K" hereunder written. It is hereby agreed that the areas mentioned in the



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Owners

Purchaser/s

Annexure "K" under the heading Common Areas/Facilities only shall be common areas/facilities and the Owners shall be entitled to declare all other areas as limited or restricted or reserved or exclusive common areas and facilities for one or more of the specific purchasers of premises in the said Building.

8.2.2 The Owners also propose to develop the Larger Property into a integrated Township Project including the said Project. In such an event, if any additional common amenities and facilities are provided (in addition to the amenities and facilities provided in the said Property) then the Owners may, at its discretion, permit the Purchasers to use in common these additional common amenities facilities as per the terms and conditions that may be laid down by the Owners for the same on payment of additional contribution. The Purchaser shall have no right, title or interest whatsoever, on the balance portion of the Larger Property or the development being carried on the balance portion of the Larger Property.

8.2.3 The rights of the Owners and the Apex Body/Apex Bodies in the amenities and facilities to be developed on the said Property/Larger Property shall be decided by the Owners at its sole discretion.

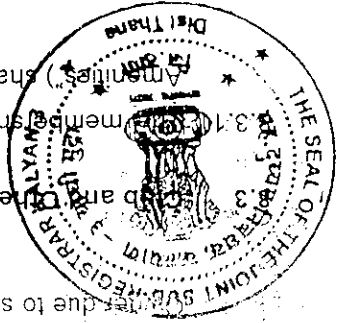
8.2.4 The Owners have informed and the Purchasers have agreed that the common amenities/facilities in the said Property including amenities like club house/fitness center and in the said Larger Property will be completed in a phased manner and the same may not be ready at the time of possession of the said Premises and the Purchasers hereby agree not to raise any dispute in this regards at any point of time.

The Purchasers hereby agree not to object or create any hindrance to the construction/development of the Larger Property, and upon the Purchaser objecting or creating any hindrance to the same, the Owner shall be entitled to recover from the Purchaser and the Purchaser shall be liable to pay the Owner, any costs, expenses, losses and/or damages suffered by the Purchaser due to such objection or hindrance.

APEX BODY	APEX BODY
APEX BODY	APEX BODY
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OTHER FACILITIES IN LARGER PROPERTY

Additional ("Additional Amenities") shall be permitted only if they are flat purchaser/flat owner and



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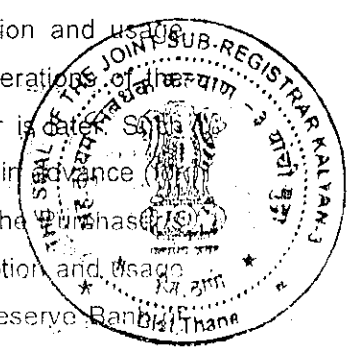
Owners
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their families residing in such flat/ premises and on payment of fees as may be decided by the Owners/Project Management Agency from time to time. Similarly, the guests of the purchasers and/or the occupant occupying the flat on rent may be permitted to use Additional Amenities subject to the rules and regulations framed by the Owners/PMC (as defined hereinbelow) and payment of guest charges, if any as determined by the Owners/ PMC from time to time. The terms and conditions with respect to the operation of the Additional Amenities and membership of the Additional Amenities will be subject to the terms and conditions/ rules as may be framed and /or charges that may be levied by the Owners/PMC from time to time and the Purchaser confirms and agreed to be bound by and abide by the terms and conditions and undertakes not to raise any objections in this regard.

8.3.2 The right to use the facilities at the Additional Amenities shall be personal to the flat purchaser in the Building and shall not be transferable in any manner to any third person or party whatsoever. The Owner may permit to the transferee of the flat upon the sale/transfer of the flat by the Purchaser/s. In the event, the flat is sold/ transferred by the Purchaser/s, then the transferee along with his family members being the associate members of the Additional Amenities, shall cease to be members of the Additional Amenities, as the case may be and in turn, the membership (and all rights and obligations thereto) may be transferred to the transferee/ new owners of the flat, upon them making application for the same and agreeing to abide by the terms, rules and regulations of the Additional Amenities and/or the Owners/PMC. It is however, clarified that the Owner/PMC shall be entitled to grant membership rights to such other person(s) as they may deem fit and the Purchaser shall not be entitled to object to the same.

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8.3.3 The Purchaser/s is obliged and agrees to pay subscription and usage charges as mentioned in Annexure "I". Such subscription and usage charges shall be applicable from the date of start of operations of the Club/fitness center or the Date of Possession, whichever is later. Subscription and usage charges shall be payable annually in advance (for the following financial year) to the Owner/PMC, failing which the Purchaser/s shall not be entitled to use/ access the Club. The subscription and usage charges shall be increased on an annual basis as per Reserve Bank of India CPI inflation Rate (per cent). The Purchaser is aware that in addition to the aforesaid subscription and usage charges, the Purchaser/s shall be obliged to and agrees to pay usage charges, if any, for specific service(s)



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Purchaser/s

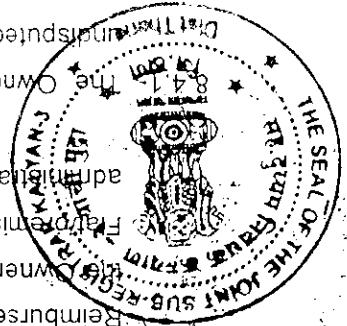
valued of by the Purchaser, as per rates determined by Owner/PMC.

8.3.4 The Purchaser is aware that the Owners are not in the business of or providing services proposed to be provided by the any service providers or PMC or through the service providers or PMC. The Owners does not warrant or guarantee the use performance or otherwise of these services provided by the respective service providers or PMC. The Parties hereto agree that the Owners are not and shall not be responsible or liable in connection with any defect or the performance/non-performance or otherwise or these services provided by the respective service providers or PMC in respect of the Additional Amenities.

8.4 BUILDING CAM CHARGES, APEX CAM CHARGES PROPORTIONATE SHARE OF PROPERTY TAX OF COMMON AREAS AND REIMBURSEMENT

For the purpose of this Agreement and more specifically this Clause, Building CAM Charges shall mean the common area maintenance charges required to be borne by the Purchaser in respect of all amenities and facilities provided with respect to the Said Building. The Building CAM Charges shall be borne and paid by the Purchaser in common with other allottees of the Said Building in proportion to the carpet area of the Said Premises to the total carpet area of all the premises of the Said Buildings. Apex Body CAM Charges shall mean the common area maintenance charges to be paid by the Purchaser as set out in Annexure "I" hereto, in respect of amenities and facilities provided in the Larger Property including common access roads, street lights, common recreational spaces, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewage treatment plant and other common amenities, facilities and conveniences in the layout of the Larger Property. Reimbursements shall include all expenses directly or indirectly incurred by the Owner in providing or procuring services/facilities other than the said administrative expenses, legal expenses and all applicable taxes thereon. The Owner has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes, LUC tax and

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Owners
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Purchasers/
N. Chandan
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other monies, levies, impositions, premiums, penalties and other outgoings, whatsoever, payable with respect to the said Project/Project Land/Said Property to the competent Authorities only till the Possession Date plus a period of 7 (seven) days as more particularly described in this clause 11 after which Purchaser/s only shall be liable to bear and pay proportionately such rates, taxes, charges etc. along with other purchasers.

8.4.2 Tax in respect of the Flat , as determined from time to time by KDMC/any other concerned authority shall be borne and paid by the Purchaser on and from the possession date regardless of whether the Purchaser takes possession of the said Flat/premises and the same shall independently paid by the Purchaser/s separately from any of other consideration/levy/charge/CAM Charges, etc..

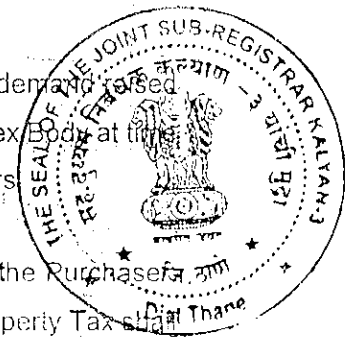
8.4.3 The Purchaser undertakes to make payment of the estimated Property Tax for the first 24 (twenty four) months simultaneously with the CAM Charges becoming payable as per the terms stated herein.

8.4.4 In the event of a shortfall between the amount deposited with the Owner by the purchasers towards Property Tax and the demand raised by the authorities (Shortfall Amount), the Owner shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same is paid to the Owner within 15 (fifteen) days of receipt of intimation from the Owner, failing which the Purchaser shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5 per cent of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Owner shall not be responsible for any penalty / delay / action on account of such Shortfall Amount and the same shall entirely be to the account of the purchasers.


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8.4.5 In case there is any surplus amount collected vis-à-vis the demand raised by the Authorities, the same shall be handed over to the Apex Body at time of handover of the affairs of the Apex Body to the purchasers.

8.4.6 If the Property Tax demand comes directly in the name of the Purchaser the amount paid by the Purchaser to the Owner towards Property Tax shall be refunded to the Purchaser within 15 (fifteen) days of the Owner being informed by the Purchaser that such demand has been raised.




Owners

 N. Aravindhan
Purchaser/s

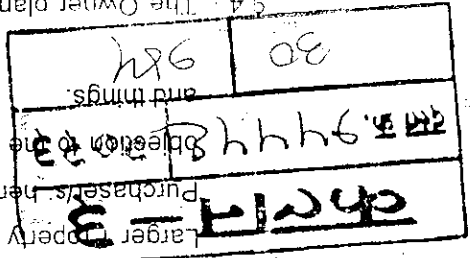
9. RIGHTS OF OWNERS:

9.1. It is expressly agreed that the right of the Purchaser/s under this Agreement is strictly subject to the timely payments made by the Purchaser/s and is anyway only restricted to the said Premises agreed to be sold by the Owners to the Purchaser/s and all other premises and amenities in Larger Property shall be the sole property of the Owners and the Owners shall be entitled to sell, lease deal or dispose of the same without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever to any third party.

9.2. The Owners shall be at liberty and be entitled to amend the lay-out plan of the said Property and/or the said Larger Property, the building plans, other approvals for in accordance with prevailing provisions of law, including but not limited to:

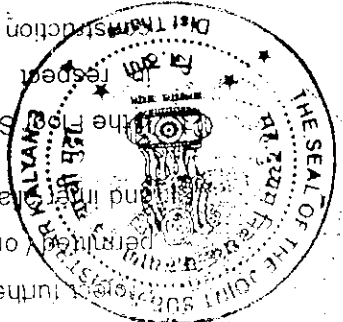
- (i) Acquisition of additional plots/ property/ adjoining property and inclusion of such plots of land in the lay out plan of the said Property and,
- (ii) Amalgamation of the said Property with any adjoining plots of land,

9.3. The Purchaser/s and/or the Society/Condominium ("the Organisation") /apex organisation ("Apex Body") or any other body formed by the purchaser/s of the building on the said Property and or buildings on the said Larger Property shall not have any objections to the aforesaid and the Purchaser/s hereby grants his/ her/ their irrevocable consent and no objection to the Owners to carry out the necessary acts, deeds, matters and things.



9.4. The Owner plans to construct and develop the said Property or the said further in the future and details of which have been certified and permitted or will be certified and permitted under the provisions of RERA and it will include the following :-

(a) the Space Index (FSI), by whatever name or form is increased ; (a) respect of the said Property/Larger Property and/ or additional (i.e. Distraction (i.e.



Purchaser/s
 Owners
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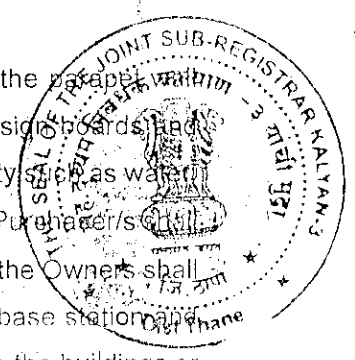
more than what is envisaged at present) is possible on the said Property/ Larger Property, (b) on account of Transfer of Development Rights (TDR) (or in any other similar manner) available for being utilised or otherwise and/or if the sanctioning authorities permit the construction of additional floors/tower, then in such event, the Owners shall be entitled to construct such additional floors, tower/s as per the revised building/s plans. The Purchaser/s expressly consent/s to the same as long as the total area of the said Premises is not reduced.

9.5 The Purchaser/s expressly consent/s and confirms the irrevocable and unfettered right of the Owner to construct the said Building and other structures (if any) on the said Property/ Larger Property and/or additional floors on the said Building being constructed/ to be constructed in the future as on the said Property/Larger Property in the manner as per the permissions / approvals received from time to time, without any further or other consent or concurrence in future. These consents and confirmation shall be treated as irrevocable No Objection ("NOC") consent, permission given by the Purchaser, under sections 7 and 7A of MOFA and Section 14 of the RERA or any amendment shall be deemed to have been complied herewith, to the same as long as the total area of the said Flat/ Premises is not reduced.

9.6 The Owners shall always have a right to get the benefit of additional Floor Space Index for construction from sanctioning authorities to make the additions, alterations, raise storey/s or put up additional structures as may be permitted by sanctioning authorities and other competent authorities and such additions structures and storey/s will be the sole and absolute property of the Owners alone.

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9.7 The Owner will be entitled to use the terrace/s including the passage for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity, etc. available in the said Premises to which the Purchaser/s not have any right to object and it is expressly agreed that the Owners shall be entitled to put a hoarding or give on lease site for cell base station and telecom towers on the said Property/Larger Property or on the buildings or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose Owners are fully



[Signature]
Owners

[Signature] N. Arundani
Purchaser/s

Purchasers/

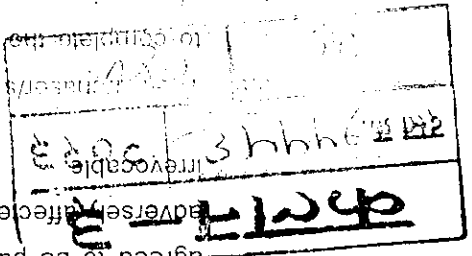
Owners

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Owner shall not be required to obtain consent in the following events:
Owner's office or on the website of the Real Estate Authority. Further, the
plans, designs and elevations etc which are made available either at the
to the further buildings/ plans if any, including the layout
to the scheme of development in respect of the said
for carrying out the amendments, alterations, modifications
The Purchaser/ agrees and gives his/ her/ their irrevocable consents to
in a
in a



The Purchaser/ agrees and confirms that the Owner shall be entitled
to execute the development of the said Property/ Larger Property in a
to execute the development of the said Property/ Larger Property in a
to execute the development of the said Property/ Larger Property in a



9.8 The Purchaser/ hereby further agrees and covenants with the Owners to
sign and execute all papers and documents in favour of the Owners or
otherwise as may be necessary for the purpose of enabling the Owners to
construct the aforesaid additional buildings/ structures and/or additional
towers/floors in accordance with the plans relating thereto or such other
plans with such additions and alterations as Owners may in their sole
discretion deem fit and proper and/ or for the purpose of applying for or
obtaining the approval or sanction of the Municipal Corporation or any other
appropriate authorities in that behalf as well as for the construction of such
buildings/ structures and/or additional towers/ floors in the said Property
and/or the Larger Property upon or after the grant of such approval or
sanction relating thereto provided the size and location of the said Premises
agreed to be purchased by the Purchaser/ are not in any manner
adversely affected. The said Purchaser/ agrees that the said consent is
irrevocable.

authorized to allow temporary or permanent construction or erection or
installation either on the exterior of the building/ as the case may be and
the Purchaser/ agrees not to object or dispute the same. The Purchaser/
shall not be entitled to raise any objection or claim any abatement in the
total consideration of the said Premises agreed to be acquired by him/ her/
them and/ or claim any compensation or damage on the ground of
inconveniences or any other ground whatsoever from the Owners. The
Owner shall be entitled to install its logo in one or more places in or upon
the building/ and the Owners reserves to itself full and free right of way
and means and access to such place or places for the purpose of repair,
painting or changing the logo.

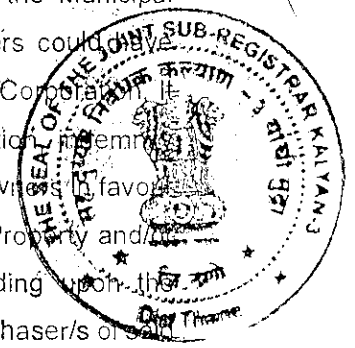
- a. Any minor additions or alterations.
- b. Any addition or alterations to any club house, common areas, amenities, etc.
- c. Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.

9.11 The Purchaser/s irrevocably agrees not to obstruct and/ or raise any objections whatsoever and/or interfere with the Owners for carrying out amendments, alterations, modifications variations as aforesaid or to the further building/s plans, if any, in respect of one or more floors, tower or towers and/ or building or buildings to be developed and/ or constructed that are permissible as per the provisions of law.

9.12 The Owners shall always have the right and be entitled to purchase and acquire Transfer of Development Rights from the market and consume the same on the said Property or the said Larger Property and construct additional floors, towers/ buildings/ structures make alterations and deal with the same in the manner the Owners deems fit and proper and the Purchaser/s hereby irrevocably consent/s to the rights of the Owners mentioned above as well as the rights of the Owners to revise and modify the building plans from time to time.

9.13 The Purchaser/s is/are aware that proposed Building Projects may be constructed with concession in open spaces/ joint open spaces, and the Owner has executed registered undertaking in favour of the Municipal Corporation. The Purchaser/s is/are aware that the Owners could have executed registered undertaking in favour of the Municipal Corporation. It is agreed between the parties that all undertaking, declaration, indemnity bond/ bonds, deeds and writing/s given/ executed by the Owners in favour of the concerned bodies/authorities in respect of the said Property and the said Larger Property and its development shall be binding upon the Purchaser/s and Organisation/Apex Body formed of the purchaser/s or Flat/ Premises.

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Owners

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Purchaser/s

In the event of the Organisation/Apex Body being formed and registered before the sale and disposal by the Owners of all the flats / Premises in the building/s, the power and authority of the Apex Body/ Organisation so formed or that of the Purchaser/s and the purchaser/s of other premises in the building/s shall be subject to the overall authority and control of the Owners in respect of any of the matters concerning the building(s), the construction and completion thereof and all the amenities pertaining to the same and in particular Owners shall have the absolute authority and control as regards the unsold flat/ Premises and disposal thereof. The Owners shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold flat/ Premises, if any. In case the Organisation is formed before the disposal by the Owners of all the flats / Premises then the Owners shall at its option (without any obligation) join in as a member in respect of such unsold flats / Premises and as and when such flats/ Premises are sold, the Organisation shall admit such purchaser/s as the members without charging any premium/ transfer fees or extra payment of any nature whatsoever.

9.15 The entire development of the said Larger Property is completed, the Purchaser/s shall not interfere in any manner in any work of development or construction and the Owners alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Property and the common facilities or the amenities proposed to be provided in the Larger Property and the Purchaser/s shall have no right or interest in the enjoyment and control of the Owners in this regard.

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9.16 The Purchaser/s are aware that the Owners will be developing the said Larger Property in a phase wise manner on such terms and conditions as the Owner may deem fit and shall be entitled to all the benefit of Floor Space Index or any such entitlements for the more beneficial and optimum use and enjoyment of the same on any part of the said Larger Property in which the Purchaser/s as the Owners deem fit and the Owners shall be entitled to grant, offer, upon or in respect of any portion of the said Property, to any party, such rights, benefits, privileges, easements, etc. including right of way, right to draw from or connect to all drains, sewers, installations or services in the said Property in such manner as may be desired by the Owners and the Purchaser/s expressly and irrevocably consents to the same.



Purchaser/s
 Owners
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9.17 The Owners shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the said Larger Property or any part thereof and/ or the building/s being constructed/to be constructed thereon, provided that the same does not in any way materially prejudice the right of the Purchaser/s in respect of the said Premises which is agreed to be sold to the Purchaser/s.

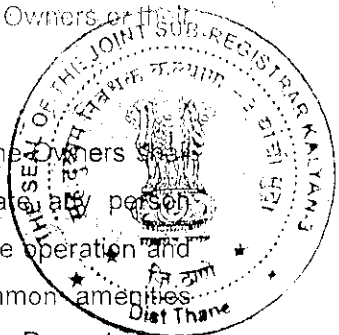
9.18 In the event of the Owners having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, etc. payable to any sanctioning authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Purchaser/s to the Owners in proportion to the carpet area of the said Flat/ Premises or otherwise as may be determined by the Owners and non-payment of the same, shall constitute a breach of this Agreement.

9.19 The Owners shall have the right to designate any space in the said Property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the buildings that may be developed on the said Property. The Owners shall also be entitled to designate any space in the said Property to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Property and the building/s constructed thereon.

9.20 Under the present Agreement, the Owners have, given a bare permission to the Purchaser/s, to enjoy the common facilities like garden, recreation, open space or otherwise, of the said Property which at the sole discretion of the Owners is liable to be shifted, without giving any prior intimation and/ or notice in writing, to the Purchaser/s or otherwise, and Purchaser/s shall not be entitled for any loss, damages, costs, charges, expenses or otherwise of any nature whatsoever from the Owners or their nominees or transferees on this account.

9.21 Notwithstanding the other provisions of this Agreement, the Owners shall be solely entitled to manage themselves or to nominate any person "Project Management Company" ("PMC") to manage the operation and maintenance of the building(s), the infrastructure, common amenities and/or the facilities on the said Property and/or the Larger Property for a period until the Organisation/ Apex Body is formed and the charge for

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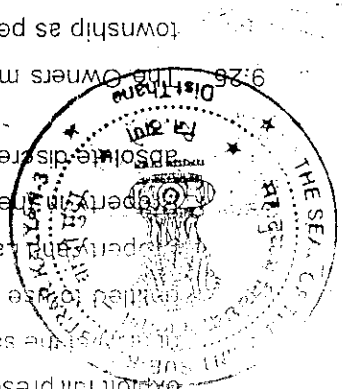
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Owners

Purchaser/s

9.22 In such event, the Purchaser/ agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Owners or the PMC, including without limitation, payment of the Purchaser's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Property and common areas and facilities within the said Property and buildings constructed thereon and inclusive of the payment fees of the PMC. The Owners can charge separately for all facilities on the said Larger Property. The Owners shall at their own discretion convey or retain the amenities, infrastructure facilities open areas, buildings constructed on the said Larger Property.

9.23 The Owners shall have the exclusive right to control advertising and signage, harding, and all other forms of signage whatsoever within the said Property and the buildings thereon, till such time as the Larger Property together with the buildings constructed thereon are transferred to the Organisation/ Apex Body.

Save and except otherwise not to reduce any area of the said Premises, the Owners shall have full and absolute discretion, so as to exploit full present or future or proposed residential or commercial potential of the said Property and Larger Property. The Owners shall also be permitted to use utilize and consume the development potential of the said Property and Larger Property on any portion of the said Property and Larger Property in the manner as the Owners may deem fit and proper in their absolute discretion.	9.24	30
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9.26 The Owners may opt to develop the said Larger Property as a integrated township as per its master plan and approvals/ permissions including LOI,

Owners
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Purchaser/s
[Signature]

Layout approval etc, to be obtained from MMRDA and any other concerned authorities according to the provision of law applicable from time to time.

9.26 The Owners shall be entitled to amend, modify and/ or vary the tentative layout plan and/or building plans, and/or the specifications in respect thereof, without reducing area of the said Premises.

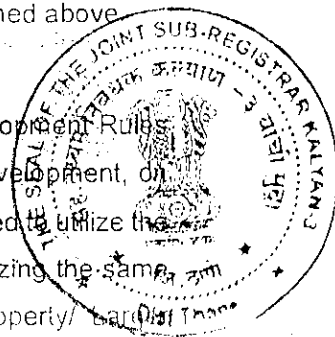
9.27 Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in the brochures, pamphlets, literature and/or Plan and in this Agreement, the provisions of this Agreement shall prevail. The Purchaser/s confirms and consents that the Purchaser/s have purchased the said Premises solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever.

9.28 Irrespective of disputes if any, which may arise between the Owners and the Purchaser/s and/or the Organisation/ Apex Body, all amounts, contributions and deposits, including amounts payable by the Purchaser/s to Owners, under this Agreement, shall always be paid punctually by the Purchaser/s, to the Owners and shall not be withheld pending the disputes, by the Purchaser/s for any reason, whatsoever.

9.29 The Owners shall be entitled to transfer and/ or assign and/ or lease and/ or sub-lease and/ or mortgage and/ or create any other rights of the said Property for use on any part of the larger property to any third party and/or allow any third parties to use and/ or consume T.D.R. or any other benefits or advantages of any other properties, on the said Property, who shall be entitled to all the rights mentioned above, including to do construction mentioned above.

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9.30 The Purchaser/s is/are aware that as per the present Development Rules if the FSI/ TDR of Staircase and Lift well is available for development, on payment of premium or otherwise, the Owners shall be entitled to utilize the same, either by constructing additional floors and/ or by utilizing the same in remaining buildings to be constructed on the said Property/ Part of the Property and/ or on any vacant area of the said Property, and the Purchaser/s shall not object to the same by any means whatsoever.



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Owners

Purchaser/s

9.31 In order to facilitate development and/or to explore total commercial/residential potential, of the said Property, Owners shall be entitled to sub divide/amalgamate the said Property with the neighboring property, and/or after sub division/ amalgamation again amalgamate/ sub-divide the said Property, and/or from time to time, apply for and obtain revised approved plans and/or ask for any modification and/or change the approved Plans, including to do such further acts, as may be necessary. It is further agreed that Purchasers or anybody on their behalf shall not be entitled to raise any objections against the Owners exercising their aforesaid power.

9.32 Under the present Agreement, Owners have agreed to sell and transfer only the said Premises to the Purchasers. The Purchasers hereby agree that he/ she/ they shall not claim any right, title and interest in the said Property or in the said project any part thereof or in the buildings on the said Property or any part thereof, save and except the said Premises. The Purchasers shall have right only in respect of the said Premises agreed to be sold to him/ her/ them and only upon full payment of the total consideration and other charges and deposit, which is agreed in this Agreement.

9.33 Under the present Agreement and at this stage, Owners intend to use actual FSI and TDR alongwith any additional FSI/ TDR available on payment of premium on the said Property and Plans have been approved presently only of an actual FSI of the said Property. The Owners, however, reserve their right, to use the unutilized FSI/ any other development potential/ TDR and the FSI/ any other development potential that may become available in future in accordance with provisions of law, in respect of the said Property and TDR of any other property on the said Property for construction of buildings/ additional buildings/ towers/ floors on the said

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D.P. Road, Setback Reservations Slum, Heritage, etc.) and as permissible Corporation or any other Authorities (including F.S.I. available in lieu of the Corporation of any special concession being granted by the Municipal Corporation or any other law for the time being in force or available under D.C. Rules or any other law for the time being in force or TDR now available or which may hereafter become available additional and/or

Purchasers/ Owners/

N. Gowda

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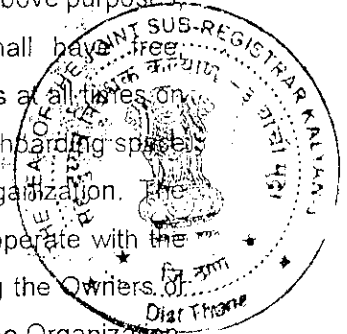
under the applicable laws.

9.35 The Purchaser/s do hereby give their irrevocable consent and no objection to the Owners for carrying out any such additional construction on the terrace or otherwise in or upon any part of the said Property as permissible under applicable law. The Contractors or agents shall not be entitled to enter upon or have access to the terrace/s or any part thereof, save and except for the limited purpose of attending to the water tank for the purpose or cleaning or carrying out repairs thereto. The Purchaser/s hereby further gives irrevocable consent for relocation of the water tank or any other articles for the time being, to carry out such additional constructions.

9.36 The Owners shall be entitled to sell flats/premises in the said Building for being used as Bank, Dispensary, Consulting Room, Nursing Home, Coaching Classes, Legal or Accountant office and/or such other purpose permitted under the law for the time being in force. The Purchaser/s shall not object to use the flat/ Premises for such purposes.

9.37 The Owners intend to either retain or to sell the parapet walls of terrace, blank wall on the external periphery of building/s which may be constructed on the said Property (hereinafter called "the said hoarding space"). The retention/ sale of such hoarding space will be only for the purpose of advertisement which includes hoarding/s, any display of sign boards as well as neon lights and the Owners or the occupiers/conductor of such hoarding space shall install separate electric meter for neon lights, give any portion of the terrace for cellular phone company, dish antenna or cable operator or any other manner, so as to use and consume its entire commercial potential or putting up any overhead water tank/s for their use or otherwise and the Owners/ the purchasers of the hoarding space shall also bear and pay the municipal corporation taxes and other taxes directly or through the Owners or the Organization. For the above purposes, the Owners/the purchasers of the hoarding space shall have free unhindered and clear access to the terrace of the building/s at all times on all days of the year. The Owners or the Purchaser/s of the hoarding space shall not contribute to any of the outgoings to the Organization. The Purchaser/s shall not object in any manner and shall co-operate with the Owners or purchaser of such hoarding space for admitting the Owners or purchaser of such hoarding space as nominal member of the Organization. This is an irrevocable written confirmation given by the Purchaser/s to the

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Owners

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Owners or the prospective purchasers of such hoarding space from the Owners and also the Organization.

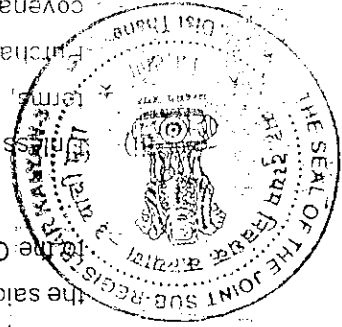
9.38 The Purchasers/hereby grants their irrevocable consent to the Owners for mortgaging the Larger Property or any part thereof along with the buildings/ being constructed on the said Property in favour of any bank, financial institutions, body, trust persons etc., to enable the Owners to augment the fund for the Owners for development of the Larger Property or any part thereof. The Owners shall clear the mortgage debt in all respect before the execution of conveyance or other transfer document of the proportionate area of the said Property in favour of the organization. to be formed of the purchasers/ in the said Buildings.

9.39 The Purchasers/hereby also grants its irrevocable authority, permission and consent to the Owners and agrees and undertakes that:

The Purchasers/ shall at their sole cost and expense do and perform all necessary acts, things and matters, including signing, executing and admitting execution of all further and other deeds, documents, writings, papers, forms, applications, etc. as may be directed by the Owners and which the Owners may in their sole and absolute discretion deem fit and proper, putting into complete effect the provisions of this Agreement.

The Purchasers/ shall have no claim save and except the said Premises hereby agreed to be sold to him/her/them hereunder and all open spaces, parking spaces, lobbies, common space, parking, terraces, recreation spaces etc. remain the property of the Owners until the Property and the said Buildings/ and the said Projects on the said Property/ said larger property may be transferred/ conveyed to the Organization/ Apex Body as herein, mentioned.

In the context otherwise suggests or warrants, all obligations, terms, conditions and liabilities herein imposed upon the Purchasers/ whether expressly or impliedly, shall be deemed to be covenant running with the said Premises and shall be binding upon the Organization/Apex Body.



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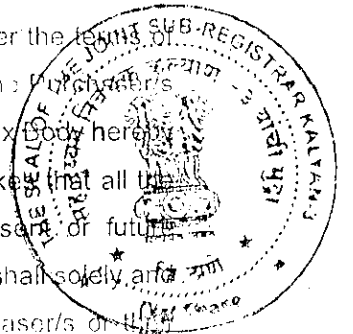
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iv) For all or any of the purposes mentioned under this Agreement, the Owners shall be entitled to keep and/ or store any construction materials, on any portion of the said Property for carrying out additional constructions, and/ or to have additional electricity supply and/ or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. It is further agreed that in such an event, the Purchaser/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Purchaser/s directly and/ or indirectly, shall not do any act, deed, matter or a thing, whereby the Owners may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.

v) The Purchaser/s shall not take any objection on the ground of nuisance, annoyance, and/ or claim any rights of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/ or shall not ask for an injunction, and/ or prohibitory order and/ or calling the Municipal or any other authorities to issue stop work notice, and/ or withdraw and/ or suspend or cancel any orders passed and/ or approved plans so as to prevent the Owners, or any of their nominees or assignees, from developing and/ or to carry out additional construction, on the said Property and/ or on adjoining properties.

vi) The Owners have provided and/ or will provide certain amenities plot/area/facilities to the Municipal Corporation as per the terms of the plans approved by the Municipal Corporation. The Purchaser/s or their nominee or assignee or the Organisation/Apex Body hereby specifically and unconditionally agrees and undertakes that all the TDR/FSI and any other benefits/ advantages present or future arising out of the said amenities plot/ area/ facilities shall solely and exclusively belong to the Owners alone and Purchaser/s or their nominees or assignee hereby waive all such claim etc. Additionally,

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Owners

Purchaser/s

all the benefits, areas under the podium shall solely and exclusively belong to the Owners and Purchasers and/ or the Organization. shall not raise any claim or objection on the same.

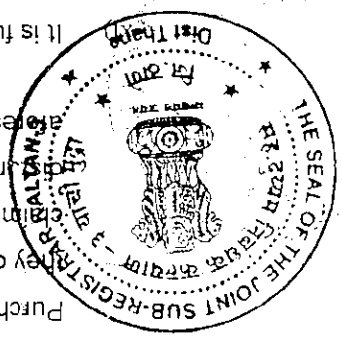
vii) The Owners have further informed to the Purchasers that in addition to the above any additional benefits arising out of the aforesaid amenities plot by any reason whatsoever nature, the Owners will exclusively be entitled to make or use such claim or benefits/ advantages of the said amenities plot and the Purchasers/ or their nominee or assignee or the Organization will not have any claim, objection or protest of any nature at any time in future hereafter.

viii) In the event of a portion of the said Property being notified for setback prior to the transfer of the said Property to the Organization, the Purchasers hereby specifically and unconditionally agree and undertakes that the Owners alone shall be entitled to the TDR/ FSI and any other benefits/ advantages present or future arising out of the said setback area shall solely and exclusively belong to the Owners alone and Purchasers/ or their no nieees or assignee hereby waive all such claim on the same.

ix) It is clearly agreed and accepted by the Purchasers that neither the Purchasers nor any of their assignee or nominee will have any claim, right, title or interest on any parts of the land, said buildings, open space, car parking (except the space allotted as per the terms of this agreement), amenities plot save and except the said facilities which is agreed to be sold under this Agreement.

The Owners have further informed to the Purchasers that the Owners will be developing the adjoining plots/ properties and Purchasers undertake, declare and confirm that at no point of time they or anybody on their behalf should raise any objections/ protest, claim of whatsoever nature on account of noise pollution, vibration, disturbance and like similar nature for construction and use of the aforesaid areas by the Owners.

It is further agreed that car parking allotment letter will be issued to the Purchasers at the time of handing over the possession of the



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Purchasers/

Owners

said Flat/ Premises indicating the location and car parking number/s.

xii) The terrace on top of the said building shall be a part of the common area/amenities available and no individual Purchaser shall have exclusive right to the same.

9.40 It is expressly agreed between the Parties that the consideration payable under Annexure "H" and Annexure "I" by the Purchaser/s is inter alia based on and arrived at after taking into consideration all the authorities, permissions and consents provided by the Purchaser/s in this Agreement. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under "Annexure "H" and Annexure "I" shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure (including loss of business) suffered by the Owners due to such consent not being granted to the Owners.

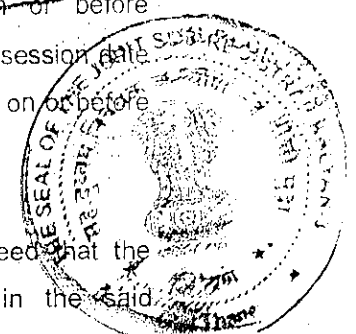
9.41 Various terms and conditions of this Agreement shall always be read subject to the terms and conditions, mentioned in the aforesaid paragraphs.

10. POSSESSION:

10.1. The possession of the said Premises shall be delivered to the Purchaser/s after the said Premises is ready for handing over provided all the amounts due and payable by the Purchaser/s under this Agreement and the stamp duty and registration charges in respect of this Agreement and subsequent writings (if any) of the said Premises are duly paid by the Purchaser/s and subject to the Purchaser not being in breach of any of the terms hereof. Subject to force majeure, the Owner will endeavor and expects to give the possession of the said Premises to the Purchaser/s on or before Nov' 2023 as intimated to the Purchaser/s. The possession date mentioned by the Owner in the RERA Registration Certificate is on or before 30th December 2028.

10.2. The Owners have informed and the Purchaser/s have agreed that the common amenities/facilities and the car parking spaces in the said Property/Project including amenities like club house/ fitness center etc. are common for all 12 towers in the said Project and will be completed in a phased

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Owners

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Purchaser/s

Purchasers/

Owners

N. Ganesan
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of the carpet area per month or part thereof till such time the Purchasers/ Owners compensation presently calculated at the rate of Rs.10/- per sq. ft. Premises within the said period, the Purchasers/ shall be liable to pay the Purchasers/ fails and/or neglects to take possession of the said Premises ready for use and occupation. In the 7 days of the Owners giving written notice to the Purchasers/ shall take possession of the said Premises within 7



any specific performance and/or any losses, damages, costs, expenses or liability whatsoever. Purchasers' sole remedy in such circumstances and the Purchasers/ and all his/ her/ their rights to claim against the Owners for damages/losses mentioned under this Agreement constitutes the 10.5 The Purchasers/ agrees that the refund of the payment and the

any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.	
Purchasers' sole remedy in such circumstances and the Purchasers/ and all his/ her/ their rights to claim against the Owners for damages/losses mentioned under this Agreement constitutes the	10.5 The Purchasers/ agrees that the refund of the payment and the

10.4. If the Owner is unable to or give possession of the said Flat/ Premises to the Purchasers/ in the time prescribed in 10.1 above, the Owner may by notice in writing terminate this Agreement and the only responsibility and liability of the Owner in such an event will be to pay over to the Purchasers/ such consideration as may have been paid by the Purchasers/ with interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% p.a.

10.3. The Possession Date of the said Project shall be based on the issue of the last Occupation Certificate in respect of the last building of the said Project or last part thereof. The Owners shall be entitled to a grace period of (12) Twelve months beyond the aforesaid possession date and any further extension as may be applicable.

and hence the same may not be ready at the time of possession of the said Premises as mentioned in clause 10.1 hereinabove. However, all common amenities/facilities to be used by only the purchasers in the said Project will be ready with the completion of the said Project on the said Property. The common amenities/ facilities to be used in common by all purchasers in township project on the said Larger Property will be ready with the completion of the said integrated township Project "MY CITY PHASE-II". The Purchasers/ hereby agree not to raise any dispute in this regard at any point of time.

takes possession of the said Premises. Notwithstanding the aforesaid, it shall be deemed that the Purchaser/s has taken possession from the expiry of the 7th day of the said written notice and this date shall be deemed to be the "Date of Possession" and all the obligations of the Purchaser/s related to the said Premises shall be deemed to be effective from the date of such Date of Possession. The Purchaser/s shall be liable to pay maintenance, outgoings and other charges, taxes from the Date of Possession irrespective as to whether Purchaser/s takes possession of the said Premises or not. In case of non-payment, Owners shall be entitled to exercise various rights, available under this Agreement. The Purchaser/s shall alone be responsible/ liable in respect any loss or damage that may be caused to the said Premises from the expiry of 7 days from the notice of possession.

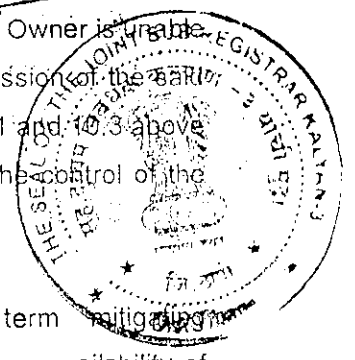
10.7. FORCE MAJEURE

10.7.1. Notwithstanding anything contrary contained in this Agreement the date of handing over possession/period as mentioned in Clause 10.1 hereinabove shall be extended for the period during which a force majeure event exists as under the applicable provisions of RERA and/or any other applicable laws.

10.7.2. A force majeure event shall include but shall not be limited to war, flood, draught, fire, cyclone, earthquake, or any other calamity caused by nature affecting the regular development of the project; any specific stay or injunction order, notice, order, rule, notification of the Government, the Municipal Corporation and/or other public or other Court, Tribunal or Collector or any quasi-judicial body or authority, any legislative order or regulation or direction of the government or Public authorities (not attributable to any action of the Owner, which is finally decided in law to be illegal), or in the event of any change in rules or order/direction of any Court, authority or body, due to which the Owner is unable to complete the aforesaid building and / or give possession of the said Premises to the Purchaser/s in the time prescribed in 10.1 and 10.3 above or at all or any such mitigating circumstances beyond the control of the Owners or as may be decided by the Authority.

10.7.3. The Parties herein agree and consent that the term 'mitigating circumstances' shall include but not be limited to the non-availability of

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Owners

Purchaser/s

Purchasers/

Owners

M. Gaudet

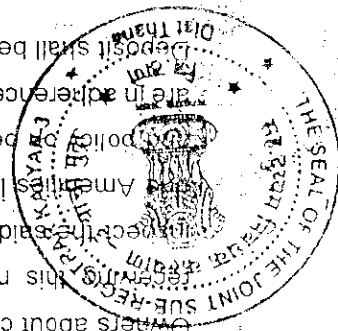
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In the event any violations are observed by the Owners

Deposit shall be returned.

Owners about completion of all fit-out or interior works in the said Flat. On this notification, the Owners representatives/nominees shall inspect the said Flat, its immediate vicinity and attached Common Areas like lift lobbies, etc. for compliance with possession policy. If all changes made by the purchaser are in adherence to permissible changes policy then the Building Protection



The Purchaser hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Purchaser shall notify the

<i>[Signature]</i>	<i>[Signature]</i>
the possession policy and policy of permissible changes of the Owners.	2003
after completion of fit-out/interior work by the Purchaser/ and subject to the Building Protection deposit which shall be returned to the Purchaser	<i>[Signature]</i>

The Purchaser/ shall, on or before the possession date, pay to the Owners the Building Protection deposit which shall be returned to the Purchaser after completion of fit-out/interior work by the Purchaser/ and subject to the possession policy and policy of permissible changes of the Owners.

11. BUILDING PROTECTION DEPOSIT

ask for the refund of the amount paid by the Purchaser to the Owners. and the Purchaser/ shall not be entitled to terminate the Agreement and/or such delay shall not be construed as a breach on the part of the Owners of any delay due to such force majeure event or mitigating circumstances, 8 of the MOFA or section 19 of the RERA and further agree that in the event reason beyond the control of the Owners, as per the provisions of section possession due to any of the abovementioned reasons and/or for any other industry. The Purchaser agrees to ignore reasonable delay in getting condition of the Owners and/or economic downturn in real estate or any for any reason beyond control of the Owners including precarious financial sewage or drainage lines or for any other reason technical or otherwise or services and facilities such as lifts, electricity and water connections or Occupation Certificate etc. or non-availability of essential amenities, Committee or on account of delay in issuance of NOC's Licenses, authority or statutory authority or Court of Law, Tribunal or High Power notification of the Government and/ or any other public or Competent possession is as a result of any notice, order, rule, regulation, direction or Owners; and/or economic downturn or labour strikes, or if non delivery of in law, notifications and/or regulations levying any onerous condition on the steel, cement, other building material, water or electric supply; any change

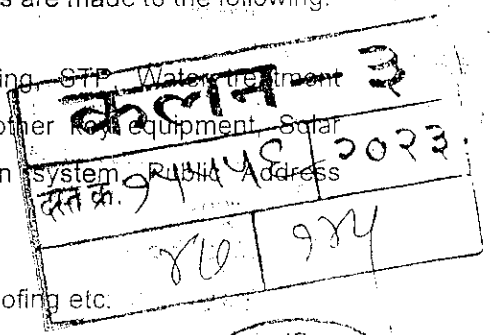
representatives/nominees then same shall be intimated to the Purchaser/s and the Purchaser/s shall get the same rectified within 15 (fifteen) days from the date of the said intimation at his cost and risk. In the event the Purchaser/s fails to do the same, then the Owners shall get the same rectified at cost and risk of the Purchaser/s. The Purchaser/s shall be solely responsible for all costs incurred in this regard, which shall be recovered from the Building Protection Deposit.

12. DEFECT LIABILITY

12.1. If within a period of 5 (five) years from the date of making available the said Premises to the Purchaser/s for fit out or such other minimum period as may be prescribed under the applicable laws from time to time, the Purchaser/s brings to the notice of the Owners in writing any major structural defect or defect in workmanship of the said Premises or the material used thereon (wear and tear and misuse excluded), wherever possible, such defects (unless caused by or attributable to the Purchaser/s) shall be rectified by the Owners at their own costs. Provided, if any defect or damage is found to have been caused due to any changes, renovation, carried out by the Purchaser or due to the negligent use, act or omission of the Purchaser/s or his agents or by others occupying the said Building/s, then the Owners shall not be liable for the same.

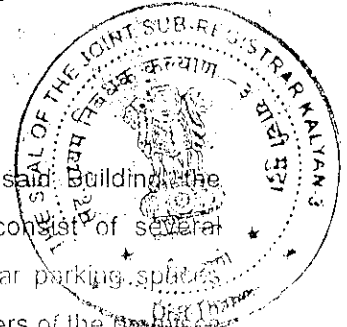
The obligation under the Defect Liability Provisions of this Agreement will be immediately discharged if any such changes are made to the following:-

- a) Elevators, Water pumps, Firefighting, STP, Water treatment plant, DG, Electrical panels and other key equipment, Solar heating units, Building automation system, Public Address System (PAS).
- b) Civil, Electrical, Plumbing, Waterproofing etc.



13. CAR PARKING

13.1 The Purchaser/s is/ are aware that as a part of the said Building, the Owners are constructing multilevel podiums which consist of several covered/ stilt /podium/ stack/ mechanically operated car parking spaces and open car parking spaces to be used by the purchasers of the premises in the Building/Project.



M. J. Ghodke
N. Ghodke

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Owners

Purchaser/s

Purchasers/

Owners

M. G. ...

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The Purchasers hereby have right to sell/allocate the closed car parking spaces as indicated in Annexure "F" hereto (hereinafter referred to as "the said Car Parking Space"). The exact location of the Car Parking Space allocated to the

If documents shall be as per the Owners discretion and finalized by the Owners and will be handed over at the time of handing over possession of the said Premises.

13.2 The Owners hereby have right to sell/allocate the closed car parking spaces/ are aware that only open car parking spaces/ (if allocated) is/are part of the building common amenity which shall subject to the Purchaser's right of use and shall be owned by the Owner/Organization and the Purchaser's right of use such open car parking spaces/ shall be subject to the rules and regulations as and when framed in respect of the said Building/ Project.

13.3 The Purchasers/ is/ are aware that the Owners shall be allocating other car parking spaces/ like cover/ still/ podium/ stack etc. to several purchasers of the premises in the said Building to avoid any dispute between the purchasers of the flats/premises and to ensure adequate car parking for all the purchasers of the flats/ premises in the said Project/said Property and the Purchasers/ undertakes not to raise any objection in that regard and the rights of Purchasers/ to raise any such objection shall be deemed to have been waived. The car parking spaces so allocated shall be confirmed by the Organisation of the flat purchasers.

13.4 The Purchasers/ is/are aware that the Owners shall be allocating other car parking spaces/ like cover/ still/ podium/ stack etc. to several purchasers of the premises in the said Building to avoid any dispute between the purchasers of the flats/premises and to ensure adequate car parking for all the purchasers of the flats/ premises in the said Project/said Property and the Purchasers/ undertakes not to raise any objection in that regard and the rights of Purchasers/ to raise any such objection shall be deemed to have been waived. The car parking spaces so allocated shall be confirmed by the Organisation of the flat purchasers.

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Purchasers hereby confirms warrants and undertakes to use the car parking spaces so allocated to him/ her/ them for the purpose of the parking spaces contemplated herein, cause such Organization/ Apex Body confirmed and ratify and shall not and/or shall cause the Organization/ Apex Body not to alter or change the allocation of car parking spaces in the manner allocated by the Owners to the various purchasers (including the Purchasers herein) of the Premises in the Building/Project. The allocation

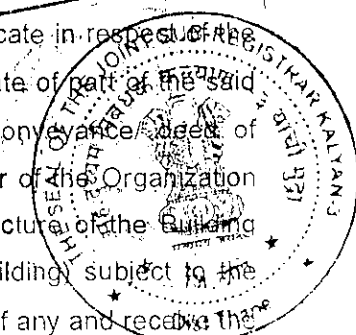
is for smooth functions and to avoid disputes between the purchasers.

13.6 The Purchaser/s are aware that the car parking spaces belong to the Owner only and the same cannot be used by the Purchasers/ Ad-Hoc Committee/Proposed Societies/ Managing Committee unless acquired from the Owner under a separate allotment letter and or an Agreement is executed by the Owner. The security of Owner shall have every right to remove any such car/vehicles parked by purchaser/s, Ad-Hoc Committee/ Society Managing Committee from site, who have parked, without obtaining such allotment letter/ Agreement. Without prejudice to the aforesaid, it will be the personal, joint and several responsibility of members of the Adhoc Committee and/or of the Committee of an Organization, to ensure that, members and/ or the Purchaser/s do not park their cars, on any open area of the said Property, to whom, the Owner have not allotted, any car parking, and in such an event, the person committing default, along with members of the Committee, shall personally be responsible, jointly and severally, for the costs and consequences thereof. The Purchaser/s are not allowed/ entitled to use any area for car parking or otherwise unless the Owner in writing permits the same.

14. ORGANISATION AND APEX BODY AND FINAL TRANSFER DOCUMENTS:

14.1 The Owners shall take steps for the formation of Society under the Maharashtra Co-operative Societies Act, 1960/ condominiums under the MOA Act in respect of the Building (the "Organization" as per provisions of applicable law. The Organization shall be known by such name as the Owners may in its sole discretion decide for this purpose) It is agreed and understood by the Purchaser/s that the Owner may, at its own discretion, to form separate Organization for each of the buildings/towers. Within 3 months from the date of Occupation Certificate in respect of the entire said Building (i.e. last part occupation certificate of part of the said building), the Owners shall execute a Deed of Conveyance/ deed of assignment or other transfer documents(s) in favour of the Organization (**Building Conveyance**) in respect of only the structure of the Building (excluding basements and podiums of the said Building) subject to the Owners right (i) to dispose of unsold flats/premises, if any and receive the entire consideration amount and outstanding dues from the purchasers and (ii) to consume the entire balance FSI, balance TDR and any additional

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[Signature]
Owners

[Signature] N. Gundlani
Purchaser/s

Further increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the /said Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and /or ongoing development or otherwise.

14.2 It is agreed and understood by the Parties that the Owners may, in its sole discretion form and register an apex organization ("Apex Body") comprising of the various organizations formed in respect of the said Building and/or other buildings to be constructed on the said Larger Property including the Organization of the said Project referred to hereinabove after the occupancy certificate has been received for all buildings which form part of the Larger Property within 3 months from the receipt of the occupation certificate for the last building constructed in the said Larger Property, the Owner shall execute a Deed of Conveyance/ assignment or such other transfer document in favour of the Apex Body (Laid Conveyance) in respect of all of the Owner's right, title and interest in the said Property subject to and excluding the Building Conveyance and also subject to the right of the Owners (i) to dispose of unsold flats/premises, if any; and receive of the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the said Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise.

All individual organizations in respect of the said Building/s/ towers/ constructed of the Larger Property including the Organisation of the said Property shall become the members of such Apex Body. At the sole discretion of the Owner part or whole of any amenity and/or the land of the Larger property and additional amenities and infrastructure including roads, in respect of the Larger Property and such parts of the said Buildings which are excluded from the Building Conveyance may be the Purchasers hereby agree and undertake that the Purchasers along with the Organization/ Apex Body shall be liable to pay the stamp duty, registration charges, legal

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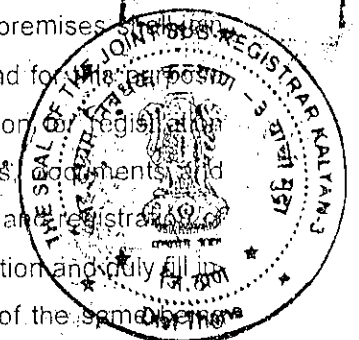
fees and all other applicable levies and taxes, administrative expenses on the Building Conveyance and Land Conveyance or any kind of document whereby ownership rights of the Building/ said Property are transferred to the Organization/Apex Body.

14.5 The Owner shall prepare and/or approve, as the case may be, Deed of Conveyance or Deed of Assignment in favour of the Organization/ Apex Body or the Declaration to be submitted under the MAO Act, the deeds of apartments or any and all other documents to be executed after the entire FSI /TDR in respect of the Larger Property and all other rights and benefits available now or in future in respect of the said Larger Property including incentive FSI schemes, amalgamated plots, and until all residences, flats, premises, garages and other tenements and units in all premises in all the building to be constructed on the Larger Property are sold and until all amounts are received. All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the deed of conveyance/ Deed of Assignment/ declaration and other documents and formation and registration of the Organizations/ Apex Body shall be borne and paid by all the purchaser/s of the various Flat/ Premises in the buildings to be constructed on the Larger Property and/ or Organization on its formation. Such amount shall be kept deposited by the Purchaser/s with the Owners at the time of taking the possession of the said Premises and shall, until utilization, remain with the Owners.

14.6 Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the said Property or the said Building or any part thereof save and except the said Premises agreed to be sold to the Purchaser/s.

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14.7 The Purchaser/s and the purchaser/s of the other flat/ premises in the formation and registration of the Organization and for this purpose also from time to time sign and execute the application, documents and/or membership and all the necessary applications, documents and other papers and writings for the purpose of formation and registration of the Organization including the bye-laws of the Organization and duly fill in sign and return to the Owners within 7 (seven) days of the same being forwarded by the Owners to the Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies,



[Signature]
Owners

[Signature]
Purchaser/s

as the case may be or any other Competent Authority.

14.8. A Deed of Conveyance or Deed of Assignment to be executed in respect of the said Building in favour of the Organization or Declaration to be submitted under the MAO Act/ MOFA or RERA or other documents in favour of the Organization shall inter alia contain the following :

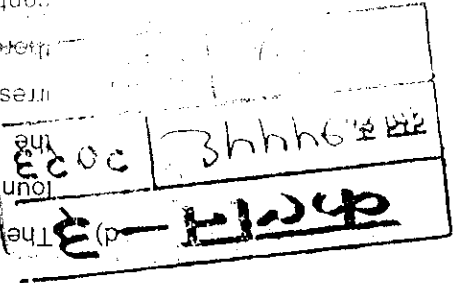
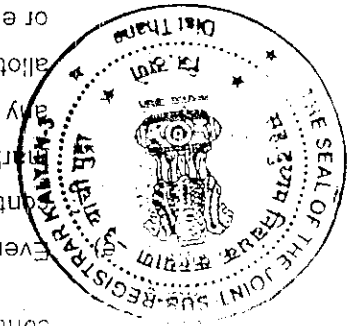
- a) such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Owners for safeguarding its overall interest in the said Property and the said Building.

- b) a covenant by the Purchaser/s to indemnify and keep indemnified the Owners against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein.

- c) The right of the Owners to full and complete access of the said Property for the construction of the additional structures/ towers/floors as mentioned herein and to sell or otherwise transfer the same and appropriate the entire sale proceeds thereof and the obligation of the Organization to admit such purchaser of the flat/ Premises comprised therein as its member without charging any additional amount.

The Owners shall be entitled to construct site offices / sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ assigned to the Purchaser and shall continue until the entire Larger Property is developed;

Even after conveyance of the said Building the Owners shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building or plot which is still not sold or allotted and shall be allowed to do so without any restriction or entry of the building and development of common areas;



Purchaser/s
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Owners
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- f) The Owners shall be permitted access and entry to the Buildings and the common areas on the said Property so as to discharge the obligations of the Promoter under Section 14(3) of the Real Estate (Regulation and Development) Act;
- g) The obligation of the Organization in respect of the said Building to become a member of the Apex Body as and when formed;

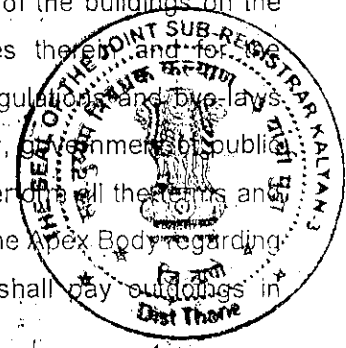
14.9 It is agreed and understood by the Purchaser/s that the said Building/Project shall be completed upon the development of the said Project on the said Property by utilization of the fullest present or future FSI and TDR thereof and upon completion of the entire scheme of development of the said Property and on completion of the infrastructure and common areas and facilities of the said Property and the sale of buildings and until all flats/ premises, parking, and other tenements and units/ flats/ premises in all the buildings to be constructed as part of the said Project are sold and until all amounts is received. Till such time, the Owners shall not be liable and/or shall not be required to cause execution of conveyance/ transfer/ lease deed in respect of the said Building or any part thereof.

14.10 The Purchaser/s shall observe and perform all the rules and regulations and bye-laws of the Organisation and/ or the Apex Body on their formation and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the buildings on the said Property/ Larger Property and the premises thereon and for performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, Government or public bodies. The Purchaser/s shall also observe and perform all the terms and stipulations laid down by the Organisation and/ or the Apex Body regarding occupation and use of the Flat/ Premises and shall pay outgoings in accordance with the terms of this Agreement.

14.11 The Owners hereby agree that they shall, before handing over possession of the said Flat/ Premises to the Purchaser/s and before execution of a conveyance/other transfer document of the said Larger Property in favour of the Apex Body to be formed by the purchaser/s of premises/units in the

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[Signature]
Owners

[Signature] N. Anandhi
Purchaser/s

Purchaser/s

Owners

N. Chandan
[Signature]

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The Purchaser/s has/ have declared that he/ she/ they have already
complied with the requirement of Income Tax, and other concerned
authorities including RBI (in case of Non Resident Indian) before entering
into this Agreement for Sale with the Owners. Any breach or violation of
any Acts or Rules or Laws by the Purchaser/s shall be entirely at their own
cost and risk.



15.1 The Purchaser/s shall use the said Premises or any part thereof or permit
the same to be used only for the purpose of residence and shall not use
the said Premises for any purpose other than for the purpose mentioned
above except with the written permission of the Owners or the organization
When formed, the Purchaser/s shall use the parking space only for purpose
of keeping their own vehicles. The Purchaser/s shall
not use the open spaces/ parking/stilt/podium area etc. for parking their
vehicles without prior written permission of the Owners/ Organization as the
case may be.

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15 COVENANTS BY THE PURCHASERS/

14.12 It is agreed and recorded by and between the parties hereto that at any
time after the Owner executes the deed of conveyance in respect of the
said Building/said Property in favour of the Organisation, any additional FSI
or TDR becomes available on the said Property and the Organisation shall
decide to exploit/utilize such FSI or TDR then the Organisation shall
appoint the Owner or any of the Owner's nominees for the
development/construction with respect to such FSI or TDR on the terms
and conditions mutually agreed upon by them; The Purchaser hereby gives
his irrevocable consent for the same and agrees not to take any objection
for the same.

buildings to be constructed on the said Larger Property, make full and true
disclosure of the nature of their title to the Larger Property as well as
encumbrances, if any, including any right, title interest or claim of any party
in or over the Larger Property, and shall, as far as practicable, ensure
that the Larger Property is free from all encumbrances and that the Owners
have absolute, clear and marketable title to the Larger Property so as to
enable them to convey to the Apex Body such absolute, clear and
marketable title on the execution of a conveyance of the said Property
by the Owners in favour of the said Organization.

15.3 Notwithstanding anything contained under this Agreement, it is clearly and expressly agreed and accepted by the Purchaser/s that they shall not use any other road or access for ingress and egress to the said Building, save and except the access road as provided by the Owners.

15.4 The Purchaser/s further confirms that they have verified and inspected the approved plans and certain areas' have been demarcated as reservation and other set back and Owners have given various undertaking and writing to the Municipal Corporation and authorities which shall be binding upon the Purchaser/s and the benefits/TDR/ DRC shall be for the sole benefit of the Owners alone for which Purchaser/s have no objection for the same. The Purchaser/s is/ are aware of that proposed building is constructed with concessor in open spaces/ joint open spaces and the Owners have executed registered undertaking in favour of the Municipal Corporation.

15.5 The Purchaser/s with an intention to bring all persons in whose hands the said Flat/Premises may come, doth hereby covenant with the Owners as follows:

a) To maintain the said Flat/Premises at the Purchaser's own cost in good tenatable repairs and condition from the date on which the Purchaser/s are offered access to the said Premises for carrying out interior work (irrespective of whether such offer is accepted) and shall not do or suffer to be done anything in or to the said Building in which the said Premises is situated or any common areas including but not limited to any staircase/s or any passage/s which may be against the rules, regulations or bye-laws of concerned local authority or change/ alter or make addition in or to the building and part of said Premises or part thereof.

b) Not to store in the said Flat/Premises any goods which are of hazardous, combustible or dangerous nature or so as to damage the construction or structure of the said Building in which the said Flat/ Premises is situated or any part of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors which may be damage or

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[Signature]
Owners

[Signature] N Chandani
Purchaser/s

Purchasers/

Owners

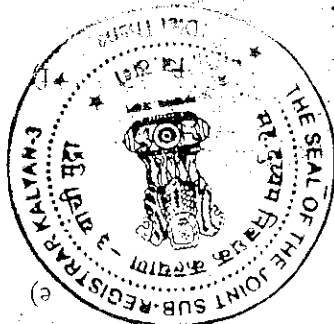
M. Anderson
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which is prohibited/ restricted in law.
To use the said Flat/Premises only for residence and not to use the said Premises for any unlawful uses or purposes,

Not to enclose the balcony area or flowerbed inside the said Premises without express written permission of the Owners.

Not to do or permit to be done any act which may render void or voidable any insurance of the said Property or the building(s) or any part thereof or whereby any increase in premium shall be payable in respect of the insurance.



said Premises.

Not to demolish or caused to be demolished the Flat Premises or any part thereof, nor at any time make or cause to be made any structural addition or alteration of whatsoever nature in or to the said Flat/Premises or any part thereof, nor alter the elevation and outside colour scheme of the said Buildings and to keep the portion, sewers, drain pipes in the flat/Premises and appurtenances thereon in good tenable repair and condition, and in particular, so as to support, shelter and protect the other parts of the building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC, Parris or other structural members in the said Premises.

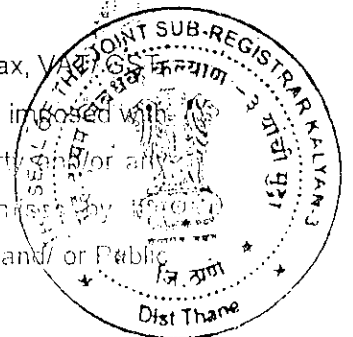
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To carry at the Purchaser's own cost all internal repairs to the said Flat/Premises and maintain it in good condition, state and order in which it was delivered by the Owners to the Purchaser/ and shall not do or suffer to be done anything in the said Flat/Premises which is in contravention of rules, regulations and bye-laws laid down by the Owners or of the concerned local authority or other public authority.

likely to damage the staircases, common passages or any other structure of the said Building in which the said Flat Premises is situated including the entrance thereof. In case any damage is caused to the said Flat/Premises or the buildings/ or the common areas on account of the negligence or default of the Purchaser/ in this behalf, the Purchaser/ shall be liable for the consequences of the breach.

- h) The Purchaser/s shall not carry out any structural changes/ modification inside of the said Premises and also shall not decorate change or modify the exterior of the said Premises or any part thereof.
- i) Not to carry out any illegal activity from the said Flat/ Premises which is against the interest of the Organisation/ other purchaser/s in the said Building.
- j) Not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property and the building/s thereon and not to place or keep any garbage cans, waste paper baskets in the common passage, staircases, landing or lobbies of the said Property and the building/s thereon or any part of the Larger Property.
- k) Pay to the Owners within 7 (seven) days of demand by the Owners, his/ her/ their/ its share of deposit/charges demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building/s.
- l) To bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the Municipal Corporation and/or Government and/or other public authority on account of change of user of the said Premises or otherwise.
- m) To bear and pay all service tax, works contract tax, VAT, etc. and such other levies, if any, which may be imposed with respect to the construction on the said Property and/or any activity whatsoever related to the said Premises by Municipal Corporation and/or State/Central/ Government and/ or Public Authority from time to time.
- n) To bear and pay increase in all local taxes, water charges, insurance premium, service tax, VAT, etc. and such other

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[Signature] N. Grandai

[Signature]
Owners

Purchaser/s

levies, if any, which may be imposed by the Corporation and/or State/ Central/ Government and/ or Public Authority and/or concerned local authority, from time to time, on account of change of user of the said Premises by the Purchasers.

0) Not to let, sub-let, transfer, assign, mortgage or give Power of attorney or any authority or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the said Flat/Premises until all the dues payable by the Purchasers to the Owners under this agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has obtained prior written permission of the Owners. The Owners will always be entitled to and are hereby authorized to charge administrative charges, legal charges and other costs, charges and expenses pertaining to such transfer at such rates and on such other terms and conditions as the Owners may stipulate. The Purchaser does/do hereby agree and undertake not to oppose or object to the stipulations of such charges and/or such other terms and conditions as may be stipulated by the Owners and will forthwith pay and abide by the same.

1) Till the management of the Building is handed over to the Organisation and / or the Apex Body, the Purchaser shall allow the Owner / society / organization, its surveyors and agents at all reasonable times, to enter into or upon the said Flat/Premises to view and examine the state and condition thereof and to carry out repairs.

2) Not to change the external colour scheme or the pattern of the colour of the said Building.

3) Not to change exterior elevation or the outlay of the said Buildings.

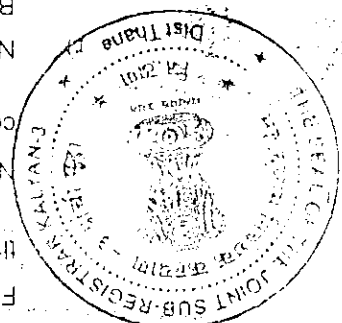
4) Not to fix any grill to the Buildings or windows except in accordance with the design approved by the Owners. The split unit air conditioners should be appropriately installed in the

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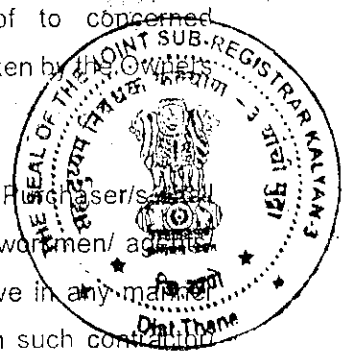


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place provided by the Owners.

- t) The Purchaser/s shall not enclose their respective terrace/ balcony till the permission in writing is obtained from the concerned local authority and the Owners or the Organization as the case may be.
- u) Not to carry out civil work, including, but not limited to, any work in the kitchen and bathroom/toilets wherein any work of tiling, flooring etc. which damages the waterproofing, plumbing or sanitary lines laid at site. In case the Purchaser carries out any changes, modifications or alterations by himself or his agencies then the warranty of the said items becomes null and void and the defect liability of the Owner shall be lapsed and the Purchaser is solely liable to rectify and repair the same for all the affected area within his flat and/or outside area of his flat and/or the floors below accordingly at his own costs, expenses and consequences.
- v) The work of waterproofing, repair of internal leakages or repairs of any damages to flooring in the said Flat to be done only through licensed plumbing/waterproofing contractor as approved and appointed by the Owner at costs and expenses of Acquirer.
- w) The Purchaser/s shall not do or suffer to be done anything in the said Premises or in the said Property which, would be forbidden or prohibited by the rules of the concerned government authorities. Purchaser/s commits any acts or omissions in contravention to the above, the Purchaser/s alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Owners in that behalf.
- x) During the execution of interior works, the Purchaser/s shall be responsible for acts of any contractor/ workmen/ agents/ representatives and if such persons behave in any manner which is unacceptable to the Owners then such contractor/ workmen/ agents/representatives will be removed forthwith and will not be allowed to re-enter the said Flat/Premises.

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M. Guler *M. Chandel*

[Signature]
Owners

Purchaser/s

again.

y) The Purchaser/s shall ensure that the execution of interior works in the said Premises is carried on only between 8am to 2 pm and 4 pm to 7 pm on all days of the week except Sundays.

z) The Purchaser/s shall extend full cooperation to the Owners, their agents, contractors to ensure good governance of such works.

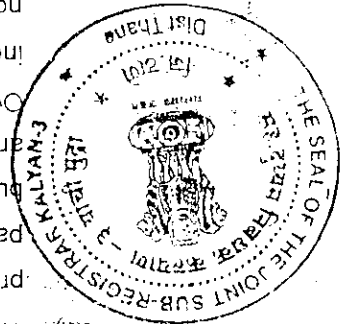
aa) The Purchaser/s are further made aware that the Owners

are engaged in the business of construction, development and redevelopment of immovable properties and during the construction of the buildings on the said Property and after completion thereof, the Owners may desire to show the said Buildings and or any areas therein including but not limited to common areas to various prospective clients of the Owners including inter alia occupants of buildings which the Owners are redeveloping or proposing to redevelop and accordingly, the Owners may arrange for site visits to the said Property and the buildings thereon and may organize functions in the common areas like compounds, terraces, lobby/ies, podiums, amenities, etc. of the said Property for such purposes and the Purchaser/s either in their individual capacity or as members of the said Organisation shall not object thereto.

bb) The Owners may permit various consultants, service providers, financiers, manufacturers, suppliers and other third parties to publish the image of the said Property and the buildings thereon in advertisements, publications, brochures, Owners may deem fit and the Purchaser/s either in their individual capacity or as members of the Organisation shall not object thereto.

cc) The Purchaser/s are aware of the various terms, conditions and stipulations mentioned by the KDMC/MMRDA whilst granting various approvals for the purpose of construction of the said Property and which terms, conditions and stipulations

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Purchaser/s

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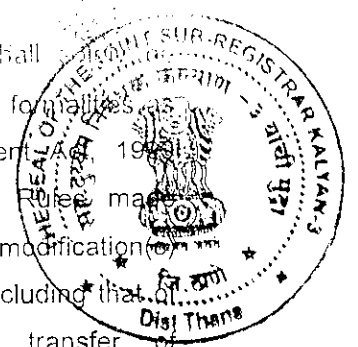
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are more particularly mentioned in the permissions granted by KDMC/MMRDA and the Purchaser/s has/have read and understood the contents thereof and after being aware of the same in all respects has/have agreed to acquire the said Premises and is/are entering into these presents.

- dd) These covenants shall be binding and operative even after the formation of the Organization/Apex Body.
- ee) The Purchaser/s shall observe and perform all the rules and regulations which the Organization/Apex Body 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 flats 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/s shall also observe and perform all the stipulations and conditions laid down by the Organization/Apex Body regarding the occupation and use of the Flat/ Premises in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.
- ff) The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall be allowed to visit the site during the time that the said Building is under construction. The Owner shall provide photographic updates of the construction progress (quarterly or half-yearly basis).

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- gg) The Purchaser, if resident outside India, shall be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s) / modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/ transfer of immovable properties in India, etc. and provide the Owner with such permission, approvals which would enable the



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N. Chandras

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Owners

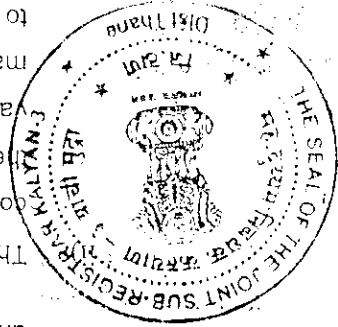
Purchaser/s

Owner to fulfill its obligations under this Agreement. Any refund, transfer or security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Purchaser understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for action under the FEMA as amended from time to time. The Owner accepts no responsibility / liability in this regard. The Purchaser shall keep the Owner fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Owner immediately and comply with necessary formalities if any under the applicable laws. The Owner shall not be responsible towards any third party making payment / remittances on behalf of any Purchaser and such third party shall not have any right in the application / allotment of the said Flat/premises applied for herein in any way and the Owner shall be issuing the payment receipts in favour of the Purchaser only.

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The Purchaser/s is/are aware that animal slaughter is not permitted in the project and Purchaser/s agrees/ and undertake not to indulge in such activity.

The Owner will try to maintain the uniformity of shade and colour of tiles / marble fitted for usage in the flat. However, there may be variations in the same as there may be variations in the shades in batches procured from the manufacturers/suppliers from time to time. The Owner will try to procure the best possible match in such cases but the same is not legally binding on the Owner. The Purchaser/s shall not hold the Owner liable or responsible for any variations in the shades of the tiles/marble in the flat however the variation in the shade upto 10% of the tiling area is hereby accepted by the Purchaser/s and the Purchaser/s shall not



Owners
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Purchaser/s

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raise any dispute in this regards at any point of time.

- jj) The Purchaser/s 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 in appropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building/ Project/ Larger Property or the Owner or its representatives. In the event the Purchaser does or omits to do any such act, deed or thing then the Owner shall, without prejudice to any other rights or remedies available in law, have the option to the terminate this Agreement sending the Purchaser/s notice of termination.

16 SPECIAL CONDITIONS

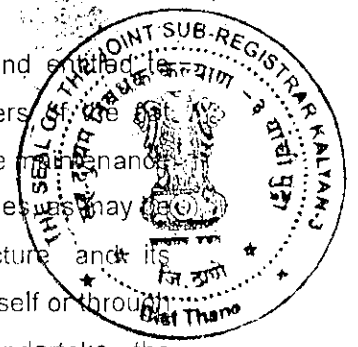
The Owner may opt to develop an integrated township on the said Larger Property and all the terms and condition in relation thereto as mentioned hereinbelow are applicable to the all flat purchasers of My City Phase-II including the Purchaser/s herein:

16.1 My City - Project Management Company

16.1.1 The Purchaser/s is aware that the said Building and the said Project shall form part of My City Phase-II. The Purchaser/s agrees and consents for the maintenance and management of the said Project/said Property/My City Phase-II, the Common areas and amenities of the Larger Property may be undertaken by a separate PMC as may be decided by the Owner.

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16.1.2 The Purchaser is aware that PMC shall be authorizing and entitled to charge, receive and collect from the respective purchasers (including the Purchaser herein) and/or the Organization, the charges, other contributions, charges, fees, cost and expenses required in relation to the development of infrastructure and its maintenance within my City Phase-II. The Owners may by itself or through one or more external nominee/s appointed by it undertake the maintenance, management, supervision and servicing of the common amenities and facilities as well as general management and supervision of



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[Signature]
Owners

Purchaser/s

the said Project and the My City Phase-II. The Purchaser agrees not to object at any time to the appointment of such nominees appointed for the maintenance, management, servicing, supervision and overall control as aforesaid.

10.1.3 The Purchasers along with the other purchasers of the flats shall be entitled to avail of the services to be provided or arranged by or through the PMC at the costs, charges that may be fixed by the PMC and in accordance with the terms and conditions imposed by the PMC. All common costs, charges and expenses that may be claimed by the PMC shall be to the account of and borne by the Purchasers of the units/flats/premises in the Building. These common costs shall be shared by all the purchasers on pro-rata basis determined by the Owners and/or the PMC, which determination shall be binding on the Purchaser.

16.2 Utility Provisions

16.2.1 In case, the Owner opt to develop an integrated township on the said Larger Property, the Purchaser hereto agrees and acknowledges that the Owner may enter into contracts with third parties to provide various services such as electricity supply, water supply, sewerage recycling/treatment and supply, gas supply, garbage handling, security services, medical services, housekeeping, sewage network management, traffic management, emergency services and other general operations in respect of My City Phase-II/Larger Property (and/or lay related infrastructure thereto) to the residents of the said Project on the terms and conditions contained therein. The Owner reserves the absolute right to conduct all negotiations and

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shall be binding on all residents/citizens of the said Project and all Purchaser/ultimate organizations/apex bodies/federations shall adhere to the same without raising any dispute thereto. The Purchaser has no objection to the above and waives all his rights to raise any

16.2.2 The Owners shall ensure that any share of revenue / profits paid by the third parties under such contracts are paid directly to PMC and are used for activities related to the development and up-gradation of the said Project My City phase-II and these monies are not used for any other purpose. The Purchaser has no objection to the above and waives all his rights to raise



Owners

Purchasers