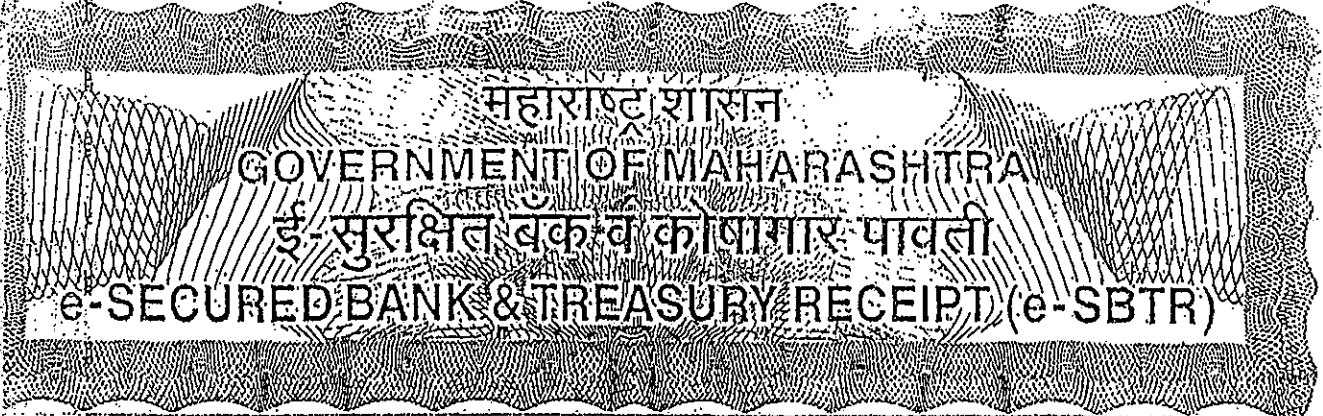


# ANNEXURE - D

134



14055259347706

Bank/Branch: IBKL - 6910504/MUMBAI - FORT  
 Pmt Txn id : 52670946 Stationery No: 14055259347706  
 Pmt DtTime : 27-NOV-2014@10:33:14 Print DtTime : 27-Nov-2014@10:52:25  
 ChallanIDNo: 69103332014112750278 GRAS GRN : MI004120028201415S  
 District : 7101-MUMBAI Office Name : IGR103-BOM2\_JT SUB REGI

StDuty Schm: 0030045501-75/STAMP DUTY  
 StDuty Amt : R 48,01,500/- (Rs Four Eight, Zero One, Five Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees  
 RgnFee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)

Article : B25-Agreement to sell/Transfer/Assignment  
 Prop Mvblty: Immovable Consideration: R 9,60,25,320/-  
 Prop Descr : The Park, Trump Tower Mumbai, A 5901, Opp Hard Rock Cafe, P B Marg, Worli, Mumbai, Maharashtra, 400018

Duty Payer: PAN-AABCA7493D, A Infrastructure Limited  
 Other Party: PAN-AABCJ5620R, Jawala Real Estate Pvt Ltd

*Anita Bhalchare*

Bank official Name & Signature



Bank official Name & Signature

Space for customer/office use - Please write below this line

*Original*  
*Signature*  
*Signature*



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**AGREEMENT TO SELL**

THIS AGREEMENT TO SELL is made at Mumbai 27<sup>th</sup> day of NOV, 2014

**BETWEEN:**

**JAWALA REAL ESTATE PRIVATE LIMITED** a company incorporated under the Companies Act, 1956 and having its registered office at C-35, 1st floor, Hauz Khas, Nr. Hauz Khas Police Station, New Delhi 110016 hereinafter referred to as "THE COMPANY" (which expression shall unless contrary to the context or meaning thereof, mean and include their successors in title) of the First Part.

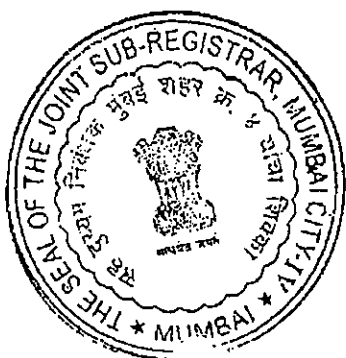
**AND**

A. Infrastructure Ltd residing/having its address at A9A , Green Park Main, New Delhi - 110016 and assessed to Income Tax under Permanent Account Number (PAN) AABCA7493D hereinafter referred to as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include (a) in case of an Individual, such individual's heirs, executors and administrators and permitted assigns; (b) In case of a Partnership Firm, the partners for the time being thereof, the survivors or the last survivors of them and legal heirs, executors, administrators of last survivor of them ; and his/her/their/its permitted assigns, and (c) In case of a Company/Society its successors and permitted assigns, and in all cases all persons claiming by under or through such Purchasers including his/her/their/its successors in interest) of the OTHER PART.

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

**WHEREAS:-**

- A. The Company is/shall be constructing the Building (as defined herein) on the Property (as defined herein), being a portion of the said Larger Property (as defined herein). The brief chain of rights of the Company in respect of the said Larger Property has been set out in Annexure 1 hereto
- B. By a letter bearing Serial No. EB/1342/GS/A dated 24th January, 2006 Executive Engineer Building Proposal City - 1 'E' Ward of Municipal Corporation of Greater Mumbai (MCGM) inter alia granted Intimation of Disapproval (IOD) to the Company, as amended from time to time inter alia approving the plans for development of the Building. Hereto annexed and marked as Annexure-4A is the copy of the Intimation of Disapproval.
- C. By a letter bearing Serial No. EEBPC/1342/GS/A dated 03-07-2007, Assistant Engineer Building Proposal City (R&R) 'E' Ward of (MCGM) inter alia granted Commencement Certificate to the Company, as amended from time to time inter alia permitting commencement of the development of the Building. Hereto annexed and marked as Annexure -5 is the copy of the Commencement Certificate.
- D. The Company has engaged the services of architects and structural engineers for the preparation of the Structural design and drawings thereof and the construction of the Building shall be under the professional supervision of the said architects and the structural engineers as required under the bye-laws of the local authorities.
- E. The Copy of the Certificate of Title of Advocate Mr Pradip Garach showing the nature of the title of the Company to the said Larger Property on which the Building is to be constructed is hereto annexed and marked as Annexure 6. A Copy of the plan with respect to the Unit is attached herewith as Annexure 7.



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- F. The Purchaser has approached the Company and applied for allotment of the Unit (as defined herein) in the Building and the Company has agreed to allot the said Unit. Relying upon the said application and the representations, declarations and assurances made by both the Parties, to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Company has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Company the Unit at the consideration and on the terms and conditions hereinafter appearing.

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

1. **DEFINITION AND INTERPRETATION:-**
  - 1.1 "Agreement" shall mean this Agreement together with the Schedules and Annexures hereto and any other deed and/or document(s) executed in pursuance hereof.
  - 1.2 "Approvals" shall mean and include all licenses, permits, approvals, sanctions, consents obtained/to be obtained from granted/to be granted by the competent authorities in connection with the Larger Property /Building/ Project /Unit and/or the development thereof including but not limited to plans, IOD, CC, OC and/or BCC.
  - 1.3 "Building" shall mean the multi-storied building consisting of four level (P3 to P6) project parking podiums under the Property, P7 level of the podium and upto eighty-one upper floors and as defined in Annexure "2" to be/ being constructed by the Company on the Property
  - 1.4 "Building CAM Charges" shall mean the common area maintenance charges payable by the Purchaser for inter alia the maintenance of Unit / Building and its immediate periphery within 6 metres thereof.
  - 1.5 "Buildings" shall mean seven or more multistoried buildings having several wings either residential or commercial, being or proposed to be constructed on the said Larger Property including the said Building. The term Buildings shall also include all amenities, facilities, services, such other building or structures or otherwise required to be constructed by the Company including a public parking lot.

"Building Protection Amount" shall mean the amounts specified in the Annexure 2.

"CAM Charges" shall mean the Federation CAM Charges and Building CAM Charges payable by the Purchaser inter alia for the maintenance of the Unit/Building/Property, costs of insurances and Supervisory Expenses, but shall not include the Property Taxes, Land/property Tax, Society and Other Charges.

"CAM Commencement Date" shall mean 30 (thirty) days after the Date of Offer of Possession (for fit outs) regardless of whether the Purchaser takes the Unit or not.



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- 1.9 "Carpet Area" shall mean the carpet area of the Unit including all passages, decks, balconies, service slabs, cupboards, niches, elevation treatment and/or any other area which the Purchaser is exclusively entitled to use. Such carpet area is calculated on bare shell basis, prior to application of any finishes / finishing material and is subject to tolerance of +/- 2% on account of structural, design and construction variances.
- 1.10 "Common Areas and Amenities" shall mean the common areas and amenities as are available to and /or in respect of the Unit/Building/Project, as the case may be and more particularly described in the Annexure "3" hereto.
- 1.11 "Federation" means a federation of the society/condominium/company to be/ may be formed to manage and control the Larger Property, the common areas and amenities upon conveyance thereof in its favour.
- 1.12 "Federation CAM Charges" shall mean the common area maintenance charges payable by the Purchaser for maintenance of all Common Areas and Amenities in respect of the Unit / Building /Project, but shall not include the Building CAM Charges.
- 1.13 "Date of Offer of Possession (for fit outs)" shall mean the date as specified in Annexure 2 herein on which the Company shall endeavor to make available to the Purchaser the Unit for fit outs subject to the receipt by the Company of the Total consideration and all other taxes and charges payable under this Agreement. This shall be the date on which the notice for readiness of the Unit for fit outs is issued by the Company plus 15 days.
- 1.14 "Date of Offer of Possession" shall mean the date on which the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation)
- 1.15 "Land Under Construction (LUC) Reimbursement" or "LUC" shall mean the Land Under Construction Reimbursement charges payable by the Purchaser to the Company for the period of start of construction till the Date of Offer of Possession (for Fit outs).
- 1.16 "Liquidated Damages" shall mean an amount equivalent to 10% of the Total Consideration as defined under this Agreement plus applicable service tax.
- 1.17 "Property" shall mean such piece and parcel of land on which the Building physically stands, the Building and exclusive rights to use and maintain a portion of the podium towards the north-west corner of the Building.
- 1.18 "Refund Amount" shall mean the Total Consideration or part thereof paid by the Purchaser hereunder after deducting therefrom the Liquidated Damages and any other amount and dues payable by the Purchaser to the Company.



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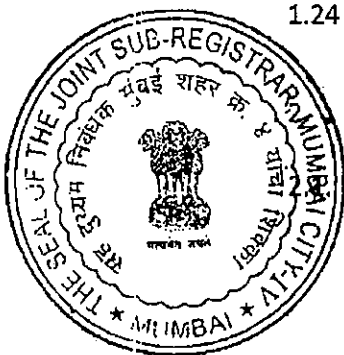
- 1.19 "Society and Other Charges" shall mean the Society and Other Charges payable by the Purchaser set out in Annexure "2" hereto towards and including layout deposits, Land Under Construction Reimbursement Charges, Electricity Deposit Reimbursement, IOD deposits or permanent deposits, water connection charges, electricity connection and meter charges, betterment charges, development charges, gas/pipe gas connections charges, internet connection deposits, Telephone connection deposits, cess, levies and charges, along with applicable direct and/or indirect taxes, but shall not include CAM Charges and Property Taxes.
- 1.20 "The said Larger Property" or "the Larger Property" shall mean the lands more particularly described in Schedule of Larger Property of this Agreement on which the development comprising inter alia of the Buildings is planned to be carried out and shall include any contiguous pieces of land which may added to the said development over time.
- 1.21 "Transfer" shall mean the sale, transfer, assignment, directly or indirectly, to any third party of (i) the Unit or the interest therein and/or (ii) the benefit of this Agreement and/or (iii) (a) in case the Purchaser is a company, directly or indirectly, (i) the change in control and/or (ii) Management and/or (iii) shareholding of not less than 25%, of the company or its holding (b) in case the Purchaser is a Partnership Firm or an LLP, the change in constitution thereof. The term "Transfer" shall be construed liberally. It is however, clarified that the Transfer in favour of (i) a Relative (as defined under the Companies Act, 1956) or (ii) a holding/subsidiary company (subject to (iii) (a) above) shall not constitute Transfer of the Unit.
- 1.22 "Total Consideration" shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of Unit as set out in clause 5.1 below and in Annexure "2" hereto.
- 1.23 "Ultimate Organization" shall mean the condominium to be formed in respect of the Building.
- 1.24 "Unit" shall mean the Unit in the Building and the details thereof are given in Annexure "2" hereto.

#### RULES FOR INTERPRETATION

In this Agreement where the context admits:-

All references in this Agreement to statutory provisions shall be construed as meaning and including references to:-

- Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
- All statutory instruments or orders made pursuant to a statutory provision; and
- Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.



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- 2.2 Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 2.3 Headings to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and shall be ignored in construing the same.
- 2.4 References to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.
- 2.5 Reference to days, months and years are to Gregorian days, months and calendar years respectively.
- 2.6 Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- 2.7 The words "include" and "including" are to be construed without limitation.
- 2.8 Any reference to the masculine, the feminine and the neutral shall include each other.
- 2.9 In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.
- 2.10 The Purchaser confirms and warrants that the Liquidated Damages is a genuine/pre-estimate of the loss or damage that is likely to be suffered by the Company on account of breach of the terms of this Agreement by the Purchaser. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Company, the ability or inability of the Company to resell the Unit, among others. The Purchaser waives his right to raise any objection to the payment or determination of liquidated damages in the manner and under the circumstances set out herein.



The recitals above shall form part and parcel of this Agreement and shall be read in conjunction with this Agreement.

#### 4. DISCLOSURES AND TITLE

4.1 The Purchaser hereby declares and confirms that prior to the execution of this Agreement, (i) the Company has made full and complete disclosure of the title to said Larger Property, (ii) he has taken full, free and complete inspection of all the relevant documents and (iii) in relation to the Unit/Building/Larger Property has satisfied himself of inter alia the following:-

- a) Nature of the Company's right and title and all encumbrances.
- b) The drawings, plans and specifications.
- c) Nature and particulars of fixtures, fittings and amenities.

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- d) All particulars of designs and materials to be used in construction of the Unit and the Building.
- e) The Approvals obtained and yet to be obtained.

4.2 The Purchaser confirms that the Purchaser has after (i) reading and understanding all the terms and conditions set out in this Agreement and understood the mutual rights and obligations of the Parties to the Agreement and (ii) satisfying himself in all respects with regard to the title of the Company in respect of the said Property/Building/Unit and agreed to enter into and execute this Agreement. The Purchaser further confirms that the Purchaser was provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and conditions hereof. The Purchaser further confirms that the queries raised by him with regard to the Unit/Building/Larger Property/Unit and the terms hereof have been responded to by the Company. The Purchaser confirms that the Purchaser has been suitably advised by his advisors and well wishers and that this Agreement is being executed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Property/Building/Unit and the implication of the terms and conditions contained in this Agreement.

#### 5. AGREEMENT TO SELL AND CONSIDERATION

5.1 The Purchaser hereby agrees to purchase/acquire from the Company and the Company hereby agrees to sell to the Purchaser, the Unit for an aggregate lump sum consideration of the Total Consideration set out in Annexure "2" hereto subject to (i) the terms and conditions mentioned herein and/or the Approvals. The Total Consideration is exclusive of any sums or amounts including contribution, cess, levies, fees, deposits, CAM charges, Property Taxes, Electricity Deposit Reimbursement, Land Under Construction (LUC) Reimbursement, Society and Other charges of any nature whatsoever as are or may be applicable and/or payable hereunder or in respect of the Unit or otherwise (present or future) and all such amounts shall be entirely borne and paid by the Purchaser on demand being raised by the Company.



The Total Consideration shall be paid in installments to the Company from time to time in the manner more particularly described in Annexure 2 hereto, time being of the essence. The Purchaser acknowledges that the 'Construction Progress Linked Payment Plan' offers several advantages to the Purchaser, including that the installment payments may become due later in time than as envisaged at the time of entering into this Agreement, if the relevant construction milestones are delayed. This significantly reduces the risk of the Purchaser as compared to the 'Time Linked Payment Plan' option and the Purchaser has entered into this Agreement after taking into account the advantages and risks of the 'Construction Progress Linked Payment Plan'. The Company has agreed to accept the aforesaid Total Consideration on the specific assurance of the Purchaser that the Purchaser:-

- (i) shall make payment of the installments as stated in Annexure "2" hereto, without any delay or demur for any reason whatsoever and
- (ii) shall observe all the covenants, obligations and restrictions stated in this Agreement and

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(iii) Confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this agreement by the Purchaser.

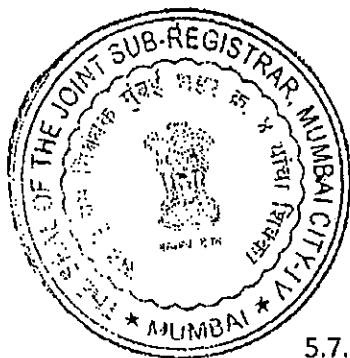
5.3. It is clarified and the Purchaser accords his irrevocable consent to the Company to appropriate any payment made by him/her/it, notwithstanding any communication to the contrary, in the following manner:

- (i) **Firstly** towards any cheque bounce charges in case of dishonour of cheque or any other administrative expense incurred by us towards your booking
- (ii) **Secondly**, towards interest as on date of delayed payments
- (iii) **Thirdly**, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and taxes payable in respect of the Unit;
- (iv) **Fourthly**, towards outstanding dues including Total Consideration in respect of the Unit or under the Agreement

5.4. 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 and binding upon the Company.

5.5. The project costing has been done on the basis of a foreign exchange rate of 1 USD = INR 60. In case there is a depreciation of the rupee above this, the first 5% increase shall be absorbed by the Company. Any cost increase till the Date of Offer of Possession (for Fit Outs) on account of rupee depreciation beyond this 5% limit, shall be borne by the Purchaser and shall become due simultaneously with the offer for possession for fitouts. The additional amount payable shall be calculated as follows:  
Total Consideration x 10% x (applicable % depreciation of INR beyond assumed exchange rate - 5%)

5.6. The applicable % depreciation shall be based on the applicable exchange rate at the time of payment for various forex dependent items/services (which are directly paid in forex or whose INR pricing is significantly linked to forex movement). The said applicable % depreciation shall be certified by the CA of the Company and the Purchaser agrees that such calculation shall be binding on him and waives any right to raise a dispute in this regard. The Purchaser agrees and undertakes to pay such amounts to the Company within 7 days from the receipt of the demand in writing in that regard, time being of the essence. The Company confirms that such demand shall only be raised simultaneously with the offer for possession for fitouts.



5.7. Further, it is clarified that irrespective of the magnitude of exchange rate change, the additional amount payable on account of this factor shall not exceed 4.9% of the Total Consideration under any circumstances. It is also clarified that the Total Consideration shall not stand reduced below the amount(s) stated therein under any circumstances.

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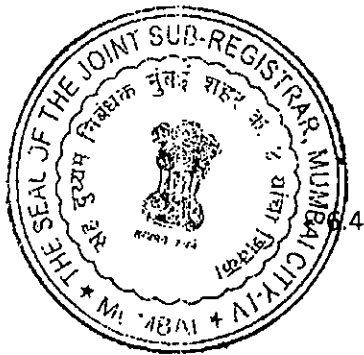
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6. **CONSTRUCTION AND DEVELOPMENT**

6.1 The Company shall, subject to the terms hereof, construct the Building in accordance with the approvals and/or plans, designs and specifications and amendments thereto as approved by the concerned local authority. The Purchaser is aware that while the Company has obtained some of the Approvals certain other Approvals are awaited. Having regard to the above position, the Purchaser has entered into this Agreement without any objection or demur and agrees not to raise and waives his right to raise any objection, in that regard. Without prejudice to the aforesaid, the Purchaser hereby confirms that the Company shall be entitled to amend and modify the plans of the Project, the Buildings, the Building or the Unit, provided that such amendment/modification shall not result in reduction in the carpet area of the Unit. It is clarified that in the event, the final carpet area of the Unit is more than the Carpet Area agreed to be provided hereunder, the Purchaser agrees and undertakes to pay additional consideration to the Company for such excess area on pro rata basis, based on the Total Consideration stated in clause 5.1 hereinabove.

6.2 The Company reserves to itself, without any demur or objection of the Purchaser, the right to lay out further additional construction on the said Larger Property. The Purchaser is aware that the Company is developing and constructing the Buildings on the said Larger Property and may construct further upper floors on the Building and/or the Buildings on the said Larger Property, as aforesaid, by using the available and/or acquired FSI/TDR/any other available means of development. The Purchaser hereby accords his unconditional and irrevocable consent to the Company for the construction of the Buildings and additional upper floors on the Building. The Purchaser has no objection and undertakes not to raise any objection and the rights of the Purchaser to make any such claims and the rights if any in this regard are and shall be deemed to have been waived.

6.3 The Company, if permitted by the appropriate authorities, reserves to itself the right to transfer the construction permissible on the said Larger Property or transfer to the said Larger Property for construction permissible on any other property and lay out such construction accordingly at any time. The Purchaser hereby accords his irrevocable consent to the same and undertakes not to raise any objection to such construction by Company and waives his rights to raise such objection or make any claims in that regard.



6.4 The Company shall be at liberty and is entitled to complete any portion/floor/wing/part of the Building and apply for and obtain Part Occupation Certificate thereof. When offered, the Purchaser shall be obliged and undertakes to take Unit for possession (for fit outs) on the basis of such Part Occupation Certificate which relates to the Unit. In such an event, the Company shall, without any hindrance or objection by the Purchaser, be entitled to carry out by itself or through its contractors or otherwise the remaining work in respect of the Building and/or the Larger Property even if the same causes any nuisance and annoyance to the Purchaser.

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6.5 The Purchaser agrees that till such time that the conveyance of the said Larger Property in favour of the Federation or Ultimate Organizations is executed, the Company shall retain with itself all the rights on the terrace of the said Building either by themselves or through their nominee(s) or assignees as the case may be (including the right to exclusively commercially exploit the same including but not limited to installing antennae of various telecom and other service providers) and the Purchaser agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. Subject to the aforesaid, the Company shall be at absolute liberty to allot/assign the said right to such person/s in the manner as they may deem fit and proper.

7. **BRAND ASSOCIATION**

7.1 The Building shall be known as "TRUMP ® TOWER MUMBAI" ("Composite Mark").

7.2 The Purchaser is aware that the Company has been granted by DT Marks Worli LLC ("Trump" which expression shall include its successors and assigns), *inter alia* a right to use the Composite Mark for marketing and promoting the Building, and the purchasers of the units in the Building shall also have the right to use the Composite Mark solely for the purpose of identifying the address of such Unit at the Building during the subsistence of the License Agreement or the Subsequent License Agreement.

7.3 The Purchaser acknowledges that (i) the Property/Larger Property is not owned, developed or sold by Donald J. Trump, the Trump Organization or any of their principals or affiliates, and that (ii) the Company, the owner, developer, and seller of the Units of the Building, are entitled to use the "Trump" name and mark under license from Trump to identify and promote the Building only as "TRUMP® TOWER MUMBAI" (and no other buildings in the Larger Property), upon certain agreed terms and conditions, which license may be terminated or revoked according to the terms agreed between the Company, and Trump,

7.4 The Purchaser is aware of, and hereby confirms, acknowledges and agrees that any use of any of Donald J. Trump's or Trump's tradenames or trademarks, service marks, domain name or logos, including the trademark "Trump" without prior consent from Donald J. Trump and/or Trump, is expressly prohibited. Additionally, in the event that the license between the Company and Trump is terminated for any reason, all use of Donald J. Trump's or Trump's tradename and trademarks or service marks, domain name and logos shall cease immediately and all indicia or connection between the Property and Donald J. Trump or Trump, including signs or other materials bearing any of Donald J. Trump's or Trump's trademarks, servicemarks, tradenames, domain name, and logos shall be removed from the Property/ Building in accordance with the terms of the license, including any reference or identification of the address of the Purchaser's Unit.



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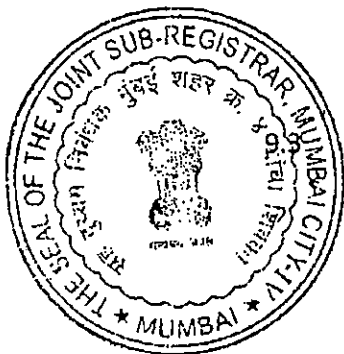


payment of such balance Total Consideration or part thereof in accordance with the terms hereof, by the Purchaser to the Bank / Financial Institutions, shall be a valid payment of consideration or part thereof and discharge of his obligations hereunder.

9. **LOANS AGAINST THE UNIT**

9.1 It is hereby expressly agreed that notwithstanding that the Purchaser approaches/has approached any Banks/Financial Institutions for availing of a loan in order to enable the Purchaser to make payment of the Total Consideration or part thereof in respect of the Unit to the Company and/or mortgaged/mortgages the Unit with such Banks/Financial Institutions (which is to be subject to issuance by the Company of a No-Objection Letter in favour of such Banks/Financial Institutions) for repayment of the loan amount, it shall be the sole and entire responsibility of the Purchaser to ensure that the timely payment of the Total Consideration or the part thereof and/or the amounts payable hereunder. Further, the Company shall not be liable or responsible for the repayment to such Banks/Financial Institutions of any such loan amount or any part thereof taken by the Purchaser. All costs in connection with the procurement of such loan and mortgage of the Unit and payment of charges to banks, institutions, shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts (including total consideration, contribution, CAM Charges, Property Tax, Society and Other Charges, any other costs, expenses, penalties payable on or before the Date of Offer of Possession (for Fit Outs) payable hereunder have not been paid, the Company shall have a lien on the Unit to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.

9.2 The Purchaser hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Company and/or such Banks/Financial Institutions. The Company shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organization/Federation about the lien/charge of such Banks/Financial Institutions and the Company shall not be liable or responsible for the same in any manner whatsoever.



The Purchaser shall indemnify and keep indemnified the Company and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Company and its successors and assigns may suffer or incur by reason of any action that such Banks/Financial Institutions may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the Unit.

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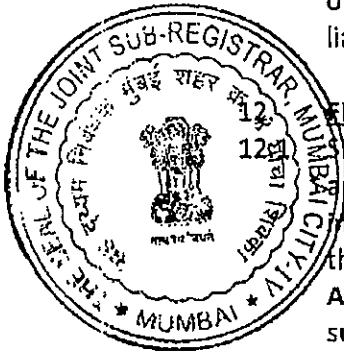
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10. **CAR PARKING**

The Purchaser is aware that as a part of the Building and as a common amenity, the Company is constructing multiple basements and multiple podiums which consist of several car parking spaces to be used by the purchasers of the units of the Building/s. At the request of the Purchaser, the Company hereby allocates to the Purchaser car parking spaces as set out in Annexure -2 hereto (hereinafter referred to as "the said Car Parking Spaces"). The exact location of the Car Parking spaces allocated to the Purchaser shall be finalized by the Company at the time of handing over the possession of the Unit. The Purchaser is aware that the Company has in the like manner allocated and shall be allocating other car parking spaces to several purchasers of the units in the Building/s and undertakes not to raise any objection in that regard and the rights of the Purchaser to raise any such objection shall be deemed to have been waived. The Purchaser hereby further warrants and confirms that the Purchaser shall, upon formation of the Ultimate Organization and/or execution of Conveyance, as contemplated herein, cause such Ultimate Organization/Federation to confirm and ratify and shall not and/or shall cause the Ultimate Organization not to alter or change the allocation of car parking spaces in the manner allocated by the Company to the various purchasers (including the Purchaser herein) of the Unit in the Building.

11. **REGISTRATION**

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



**FIT OUTS AND POSSESSION**

Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including the Total Consideration, the Company shall endeavor to provide the Unit to the Purchaser for fit outs on or before the date as set out in Annexure "2" hereto. The Company shall endeavor to make all necessary submissions to obtain the occupation certificate in respect of the Unit of the Building and make available the key Common Areas and Amenities in respect of the Building within a period of 1 (One) year from the Date of Offer of Possession (for Fit Outs) as set out in Annexure "2" hereto and this shall be deemed to be the final possession of the Unit.

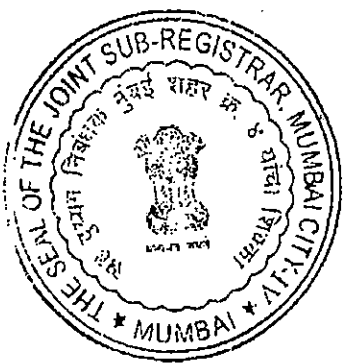
The Company shall without being liable to the Purchaser, be entitled to a grace period of 1 (One) year beyond the aforesaid dates mentioned in the Clause 12.1. The date on which the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation) shall be deemed to be the "Date of Offer of Possession".

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12.3 **Delay in handover of possession (for fitouts)** Subject to the provisions of Clause 12.5 hereof and the Purchaser having paid all the amounts due and payable hereunder, in the event the Company fails to offer the possession of the Unit for fit outs by the date stated in Annexure – 2 and the aforesaid grace period, then within 30 (thirty) days of expiry of such grace period, the Company shall inform the Purchaser the revised date by which the Unit is likely to be ready for being offered for possession for fit out. Upon expiry of such grace period, the Purchaser may elect to continue with this Agreement in which case, the date of offer of possession for fit outs mentioned in Annexure – 2 shall stand revised to and substituted by the revised date of offer of possession for fit outs as communicated by the Company. Alternatively, the Purchaser may by giving notice in writing elect to terminate this Agreement. Provided that such right to terminate shall be exercised by the Purchaser within a period of 90 days from the expiry of the aforesaid grace period. In the event, the letter of termination is not received by the Company within the said period of 90 days or is received after the said period of 90 days, the Purchaser shall, without the Company being liable to the Purchaser, be deemed to have elected to continue with the Agreement to Sell and the Purchaser shall deemed to have waived his right to terminate this Agreement. In the event that the termination is done within 90 days from the expiry of the aforesaid grace period, the Company shall refund to the Purchaser the Total Consideration amount or part thereof paid by the Purchaser in 12 equal monthly installments through post dated cheques together with simple interest thereon at the rate of 12% per annum from the date of receipt of the Total Consideration or part thereof till repayment. The first monthly installment shall commence from the 13th month of the date of receipt of the said letter of termination and ending on the 24th month thereof.

12.4 **Due to regulatory and/or legal reasons, wing in which the unit is located is cancelled or construction activity in the said wing has to be stopped for a period exceeding 6 months:** Notwithstanding the provisions hereof, in such circumstances, either Party may, by giving notice in writing to the other, elect to terminate this Agreement. Provided that such right to terminate shall be exercised within 90 (Ninety) days of the Company intimating to the Purchaser the existence of the situation aforesaid. In the event of such termination, the Company shall be liable to refund to the Purchaser the Total Consideration or part thereof paid by the Purchaser in respect of the Unit in 12 (twelve) equal monthly installments through post dated cheques together with simple interest thereon at 12% per annum from the date of receipt of the Total Consideration or part thereof by the Company till the date of repayment. The first of such installment shall commence from the 13th month from the date of letter of termination till the 24th month thereof. In the event neither Party terminates this Agreement under this clause within the said period of 90 (Ninety) days, the Parties shall, without being liable to the other, be deemed to have agreed to continue with the Agreement and waived their right to terminate this Agreement except that the date of offer of possession of the Unit shall stand extended by the period during which the reasons aforesaid continue to exist.



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12.5 Notwithstanding the provisions hereof, the Company shall without being liable to the Purchaser be entitled to reasonable extension of time for making available the Unit for fit out or completion of said Building beyond the aforesaid dates mentioned in Clause 12, if the same is delayed for reasons beyond the control of the Company including on account of:-

- (i) Non-availability of steel, cement, other building material, water or electric supply, or
- (ii) Labour problems, shortage of water supply or electric power or by reason of any act of God, or
- (iii) non delivery of possession is as a result of any notice, order, rule or notification of the Government and/or any other public or Competent authority or of the court or on account of delay in issuance or non-issuance or receipt of NOC's, Licenses, Occupation Certificate, Approvals etc. or non availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond the control of the Company., or.
- (iv) Economic Hardship.
- (v) Delay in receipt of documents and/or Approvals.

12.6 Provided however, if the license between the Company and Trump is effectively terminated prior to the Date of Offer of Possession (for Fit Outs) of the Unit (other than for Force Majeure reasons), the Purchaser shall be informed about the same in writing by the Company. Within 90 (ninety) days of such intimation, the Purchaser may by giving notice in writing elect to terminate this Agreement ("letter of termination"). Upon receiving such intimation, the Company shall refund to the Purchaser the Total Consideration or part thereof paid by the Purchaser together with simple interest @ 9% p.a. from the date of receipt of the respective payments till the date of repayment. Such refund shall be made in 12 equal monthly installments through post-dated cheques. The first monthly installment shall commence from the 13th month of the date of receipt of the said letter of termination and ending on the 24th month thereof. In the event that the letter of termination is not received by the Company within the said period of 90 (ninety) days or is received after the said period of 90 (ninety) days, it shall be deemed that the Purchaser has elected to continue with the purchase of the said Unit and the Purchaser has no objection/grievance regarding the termination of the said arrangement and shall have deemed to have waived his right to terminate this Agreement.

12.7 Once the Purchaser has intimated the Company about the cancellation of the Agreement, he/she/it shall have no further rights in relation to the Unit, save and except the right to receive refund of the Total Consideration or part thereof paid to the Company along with interest thereon, as per the terms specified hereinabove.

The Purchaser shall take the Unit within 15 (fifteen) days of the Company giving written notice to the Purchaser intimating that the Unit is ready for fit out. In the event the Purchaser fails and /or neglects to take the Unit



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within the said period, the Purchaser shall in addition to the CAM Charges, be liable to pay to Company compensation calculated at the rate of Rs. 10/- per sq. ft of the carpet area per month or part thereof from the Date of Offer of Possession (for Fit-Outs) till such time the Purchaser takes the Unit. Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken the Unit from the expiry of the 15<sup>th</sup> day of the date of the said written notice. The Purchaser shall alone be responsible/liable in respect any loss or damage that may be caused to the Unit from the expiry of 15 (fifteen) days from the Date of Notice of Possession (for Fit Outs).

13. **DEFECT LIABILITY**

If within a period of 12 (twelve) months from the Date of Offer of Possession (for Fit Outs) the Purchaser brings to the notice of the Company any defect in workmanship of the Unit or the material used thereon (wear and tear and misuse excluded), wherever possible, such defects (unless caused by or attributable to the Purchaser) shall be rectified by the Company at their own costs. In the case it is not possible to rectify such defects, and then the Purchaser shall be entitled to receive from the Company reasonable compensation for rectifying such defect, based on the estimated cost of rectifying such defect as may be determined by the Project Architect of the Company. Provided that the liability of the Company under this clause shall not exceed Rs.5,00,000/- (Rupees : Five Lakhs only).

14. **SET OFF / ADJUSTMENT**

The Purchaser hereby grants to the Company the unequivocal and irrevocable consent to recover / set off / adjust the amounts payable by the Purchaser to the Company including the Total Consideration, the Society and Other charges, interest and/or Liquidated Damages from the amounts if any. The Purchaser agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Purchaser, in that regard, shall be deemed to have been waived.

15. **ULTIMATE ORGANIZATION**

15.1 The Purchaser along with other purchasers of Units in the Building shall join in forming and registering the Ultimate Organization/Federation to be known by such name as the Company may in its sole discretion decide for this purpose and from time to time sign and execute the application for registration and other papers and documents necessary for the formation and the registration of the Federation and/or Ultimate Organization and duly fill in, sign and return to the Company within 7 (seven) days of the same being forwarded by the Company to the purchasers, so as to enable the Company to register the Federation/Ultimate Organization.

15.2 The Purchaser hereto agrees and confirms that the Unit is situated in the Property and that the Larger Property shall be conveyed to the Federation of ultimate organization (s) Such conveyance shall be executed at anytime after the operations of the Building are taken over by the Ultimate Organization and upon request of the Federation of



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ultimate organization (s) to such effect, and subject to the entire consideration and all outstanding dues being paid by each of the unit purchasers who has purchased a unit in the said Building. Any conveyance executed prior to the completion of the entire development on the said Larger Property shall only be in relation to the structure of the Building along with the FSI consumed in such Building and subject to the right of the Company to dispose off any unsold flats,, if any and receipt of the entire consideration amount and outstanding dues from the flat purchasers consume entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of the government or local authority on the said Larger Property and to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise. It is understood that there may be portions of the said Larger Property which do not form part of the Property and such portion(s) of the said Larger Property beyond the Property may be used for any purpose as permitted in the regulations/law by the Company and the Federation/Ultimate Organization shall have no claim or control over the same.

15.3 The Purchaser agrees and undertakes to cause the Ultimate Organization to ratify and confirm that the name of the Building/Federation and/or Ultimate Organization shall not be changed without the prior written consent of the Company. The Purchaser is also aware for various other buildings to be constructed on the said Larger Property, various such ultimate organizations may be formed as per the terms decided between the Company and the purchasers in the said Buildings.

15.4 It is further clarified that save and except the rights agreed to be conferred upon the Purchaser and/or the Ultimate Organization and/or the Federation, no other rights are contemplated or intended or agreed to be conferred upon the Purchaser or the Ultimate Organization or the Federation, in respect of the Unit, Building or the said Larger Property and in this regard the Purchaser for himself, the Federation and/or the Ultimate Organization, waives all his rights and claims and undertakes not to claim and cause the Federation and/or Ultimate Organization not to claim any such right in respect of Building or the said Larger Property.



It is clarified and the Purchaser agrees and understands that irrespective of the Unit being given to the Purchaser and/or the management being given to the ad-hoc committee of the unit purchasers and/or conveyance of the said Larger Property being conveyed to the Federation/Ultimate Organization, as the case may be, the rights under this Agreement reserved for the Company including for exploiting the potentiality of the said Larger Property shall be subsisting and shall continue to vest in the Company and the Purchaser in this regard for himself and the Ultimate Organization and the Federation waives all his rights in that regard and undertakes and/or cause the Ultimate Organization and/or the Federation not to claim any such rights.

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The Company hereby agrees that they shall before execution of a Deed of Conveyance in favour of the Federation, as contemplated herein, make full and true disclosure of the nature of the title to the said Larger Property as well as encumbrances and/or claims, if any in/over the said

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Larger Property. The Company shall, as far as practicable, ensure that upon such conveyance of the said Larger Property in favour of the Federation, is as far as practicable free from encumbrances. The Federation shall bear and pay all out of pocket expenses including stamp duty and registration charges, if any and the professional fees of the advocates engaged for the aforesaid purpose.

16. **FACILITY MANAGEMENT COMPANY**

16.1 The Purchaser is aware that the Buildings including the Building and maintenance of the common areas and amenities of the Building/Larger Property the provision of services including the Club shall be managed by a Facility Management Company (FMC) appointed by the Company for a period upto 60 (sixty) months commencing from the date of offer of the Unit for possession (for fit outs) and thereafter, which may be decided by the Ultimate Organization/Federation. The Purchaser alongwith the other purchasers of the Units shall be entitled to avail of the services to be provided or arranged by or through the FMC at a cost or charges that may be fixed by the FMC. All common costs, charges and expenses that may be claimed by the FMC shall be to the account of and borne by the Purchasers of the Unit and/or Units in the Building. These common costs shall be shared by all such purchasers on pro-rata basis determined by the Company and/or FMC, which determination shall be binding on the Purchaser.

16.2 The Purchaser agrees and undertakes to cause the Ultimate Organization/Federation to be bound by the rules and regulations that may be framed by the FMC from time to time. The Purchaser alongwith the other purchasers in the Building shall undertake and cause the Ultimate Organization/Federation to ratify the appointment of the FMC as aforesaid.

16.3 The Purchaser is aware that the development seeks to provide a superior quality of services and facilities for its residents and for such purpose, the Company has/shall enter into agreements with various third parties/operators ("Service Providers") in relation to the operation of certain facilities/amenities which are located in constructed spaces that have not been counted in FSI ("FSI Free Constructed Spaces") by the concerned authorities on account of such spaces facilitating the recreation/comfort of the purchasers. The terms of such arrangements shall be binding on the Purchaser and the Ultimate Organization, subject to the following restrictions:

- i. Such FSI Free Constructed Spaces cannot be sold. The tenure for use of such FSI Free Constructed Spaces by the Service Providers shall not exceed 30 (thirty) years
- ii. Upon formation of the Ultimate Organization, the Ultimate Organization shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.
- iii. The Company shall be entitled to first recover the cost of inter alia fitouts, furnishings and equipment provided by the Company for such FSI Free Constructed Spaces, along with interest thereon @ 12% p.a. (calculated from date of investment till the date of



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repayment) from the profit share/revenue share/rent payable by the third parties/operators. Any amount from the profit share/revenue share/rent payable by the third parties/operators in excess of this shall be paid to the Ultimate Organization only and the Company shall not have any right in such amount.

iv. Any external members of such facility(ies) shall abide by the security, dress and behavioral guidelines that would apply to the residents of the Building.

16.4. The Purchaser is aware that the Company is not in the business of or providing services proposed to be provided by the FMC or through the FMC. The Company does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/FMC. The Parties hereto agree that the Company is not and shall not be responsible or liable in connection with any defect or the performance/non performance or otherwise of these services provided by the respective service providers/FMC.

17. **COMMON AREAS AND AMENITIES, RESTRICTED AREAS AND AMENITIES AND CLUB**

17.1 The Company shall make available the Common Areas and Amenities as set out in Annexure "3" hereto.

17.2 **Restricted Areas and Amenities**

Upon making full payment of all amounts due under this Agreement and completion of the Building, the Purchaser shall be entitled to use the facilities of the "CLUB", which is proposed to be constructed on the portion of the said Larger Property under the control of FMC or any other person nominated by the FMC. The number of club members permitted to use the Club is as stated in Annexure 2 hereto. For any additional memberships, the same shall be permitted only if they are full-time members of the Unit and on payment of fees as may be decided by the FMC from time to time. Similarly, charges for any guests shall be determined by the FMC. The membership will be subject to the terms and conditions, rules and charges, as may be framed /levied from time to time by the operator(s) of "the CLUB". The Purchaser hereto is aware that the Company is constructing one or more club/s in the Larger Property and the Purchaser shall have access only to the club/s in respect of his Building. The Purchaser undertakes to be bound by the rules framed by the FMC/Company with regard to the access to the Club/s and/or clubs in the Project and the Purchaser hereby waives his right to raise any objection in this regard. The right to use the facilities at the Club shall be personal to the Purchaser of the Unit in the Building and shall not be transferable in any manner to any third person or party whatsoever. In the event that the Unit in the Building is sold/transferred by the Purchaser then the Purchaser shall be deemed to have transferred the right to utilize the said facilities as well as the membership to the then purchaser/transferee of the Unit. It is, however, clarified that that the Company/Operator shall be entitled to grant membership rights to such other person(s) as they may deem fit to be and the Purchaser shall not be entitled to object to the same. The Purchaser shall be obliged to



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pay the charges, if any, levied by the operator of the Club for specific service(s) availed of by the Purchaser. The Purchaser shall, in addition to the Total Consideration and other amounts payable hereunder, at the time the Unit is made available to the Purchaser for fit-outs, be obliged to and agrees to pay to the Company towards non-refundable club membership admission service/user fees the amount as set in Annexure "2" hereto in respect of the "Club" for a period of 18 months from the month the services of the Club are made available to the purchasers of the units in the Building. It is clarified that certain facilities shall have usage charges in addition to the said club membership charges and same shall be payable on or before the Date of Offer of Possession (for fit outs), as specified by the Company, along with applicable taxes. The membership to the Club shall be renewal on such the terms, conditions and charges may be imposed by the Operator of the Club. The Purchaser is aware and agrees that the Club may be ready for use upto 12 month after Date of Offer of Possession and in the period between Date of Offer of Possession and opening of the club, the Purchaser shall be entitled to 10% discount/credit on the Federation CAM charges.

17.3 The Company does not warrant or guarantee for use, performance or otherwise provided by the operator of the Club. The Parties hereto agree that the Company shall not be responsible and/or liable in connection with any deficiency or the performance/non performance of the services or otherwise provided to the Purchaser.

17.4 The Purchaser hereto agrees and acknowledges that Club Usage Charges shall be payable, in advance in the month of February/March of each year directly to the operator of the club, for the following financial year. It is clarified that delay/default in payment of these charges can lead to restriction of access to the club and related sports / recreational facilities within the Project. The Purchaser hereto agrees and acknowledges these charges are to be reset every 2 years taking into account various factors including but not limited to usage and inflation. However, escalation of such charges shall not be higher than the Reserve Bank of India's CPI % + 3%.

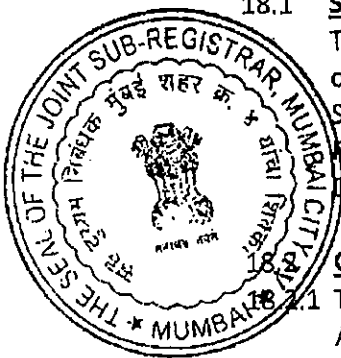
18. **CHARGES, PROPERTY TAXES AND EXPENSES**

18.1 **SOCIETY AND OTHER CHARGES**

The Purchaser shall on or before the Date of Offer of Possession (for fit outs), in addition to the Total Consideration, pay to the Company the Society and Other Charges set out in Annexure 2 hereto, CAM Charges, Property Tax, Land/Property Reimbursement Tax and Building Protection Deposit.

**CAM CHARGES**

18.1 The Purchaser shall pay the CAM Charges at the rate as set out in Annexure "2". These CAM Charges shall be estimated /calculated on the basis of the basis of 'costs incurred by the FMC' + 20% margin (excluding utility costs). The 'costs incurred by FMC' shall include all direct costs and indirect costs / overheads allocable to the providing of the CAM services for the said Building. However, the said CAM charges shall not include the cost associated with Diesel (or any other fuel) consumption and



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electricity/HVAC consumption within the Unit which shall be payable by the Purchaser on monthly basis based on actuals. Further, Property Taxes shall not form part of the CAM charges and same shall be dealt with as per the terms of this Agreement.

18.2.2 The Purchaser shall be obliged to pay the same in advance on/before the 1st day of each quarter. The Purchaser shall be liable to pay interest at 18% p.a., quarterly compounded, for any delayed payment.

18.2.3 The FMC shall provide reconciliation of the expenses towards CAM charges on/before 30th June after the end of the relevant Financial Year and the Parties hereto covenant that any credit/debit thereto shall be settled on/before 30th August.

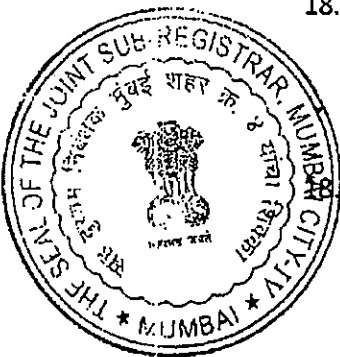
18.2.4 For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from 30 (thirty) days after the Date of Offer of Possession (for fit outs), regardless of whether the Purchaser takes such possession (for fit outs) or not. Such date shall be referred to as "CAM Commencement Date". In such cases that the unit/s are sold after the Date of Offer of Possession (for fit outs), the CAM for the unit shall commence from the date of which the last installment of the consideration amount (excluding society, maintenance and equivalent charges) is payable as per the agreed terms of allotment plus 15 (fifteen) days.

18.2.5 The Purchaser is aware that the CAM charges stated hereinabove are provisional and based on estimates at the time of sales launch of the development. The said amount is subject to inflation increases as per market factors (currently estimated @ 7.5%-10% p.a.). Further, these charges are subject to the revision every 12 months after the Date of offer of Possession (fit outs) by 7.5%-10% p.a. In case the increase is to be higher than this amount, the same will have to be mutually agreed between the Purchaser and the FMC.

18.2.6 The Purchaser undertakes to make payment of the estimated CAM charges for the first 18 (eighteen) months & estimated Federation CAM charges for the first 30 months within 30 (thirty) days from the date of offer of the Unit for Fit Outs.

18.2.7 In addition to the aforesaid Building CAM Charges the Purchaser shall pay Federation CAM charges, at the rate set out in Annexure "2" per month i.e. for maintenance of those areas within the larger development which physically fall outside the notional boundary of the relevant Ultimate Organization (or equivalent) and/or for those services which are largely shared between different Ultimate Organization/s (or equivalent) forming part of the larger development. The Purchaser shall be obliged to pay the same on/before the 1st day of each quarter. Any delayed payment of the said amount shall carry interest at 18% p.a. quarterly compounded.

18.2.8 The Federation CAM Charges shall be payable from the CAM Commencement Date. The Federation CAM Charges shall continue to be



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payable by the Ultimate Organization/Condominium/Management Company to the Federation, quarterly in advance, even after the management of the building(s) is taken over by such entity. The right to set the Federation CAM Charges rests solely with the Federation (and with the Company till such time that the Federation takes over) and is expected to increase at 7.5%/per annum from the aforesaid estimate.

**18.3 PROPERTY TAXES**

18.3.1 The property tax, as may be determined from time to time, shall be borne and paid by the Purchaser, separately from any of other consideration / levy / charge/ CAM Charges, etc. The said amount shall be paid by the Purchaser on/before 30th April of each financial year, based on the estimate provided by the FMC, which shall provide the said estimate on/before 15th April of the said financial year. The Purchaser shall be liable to pay interest at 18% p.a., quarterly compounded, for any delayed payment. The actual amount paid for the property tax shall be reconciled and paid back / balance paid in the month of March of the said Financial year. For the purposes of this Agreement, the Financial Year is assumed to be from April to March.

18.3.2 The Property tax shall be collected on the basis of applicability from CAM Commencement Date (as defined herein). The actual amount of Property Tax payable shall be as per the demand(s) raised by the concerned authorities and at upon receipt of such demand, the Company shall pay the amount collected from all the purchasers of the said wing/Building directly to the authorities and provide the receipt for the same to the Ultimate Organization. If there is any shortfall between the amount deposited with the Company by the Purchasers towards 'Property Tax' and the demand raised by the authorities ("Shortfall Amount"), the Company shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same to the Company is paid within 7 (seven) days of such intimation. The Company 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. 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 Ultimate Organization at time of handover of the affairs of the Ultimate Organization to the Purchasers.

18.3.3 The Purchaser undertakes to make payment of the estimated property tax for the first 18 (eighteen) months simultaneously with the CAM Charges amount becoming payable as per the terms stated herein.



**18.4. BUILDING PROTECTION DEPOSIT**

18.4.1 The Purchaser shall within 15 (fifteen) days from the date of offer of the Unit for fit outs, pay to the Company, the Building Protection Deposit set out in Annexure 2 hereto.

18.4.2 The Building Protection Deposit shall be returned to the Purchaser after completion of fit-out work by the Purchaser and subject to the possession policy and permissible changes policy of the Company. In the event that the Purchaser violates/fails to comply with the possession policy and

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permissible changes policy of the Company/FMC, then the Purchaser undertakes to rectify/restore the Unit within 15 (fifteen) days at his costs, expenses and risk. In the event that the Purchaser fails to rectify/restore the Unit within the time period stated hereinabove, the Company /FMC shall be entitled to rectify/restore the Unit at the costs and risk of the Purchaser. The costs and expenses incurred by the Company /FMC in this regard shall be recovered from the Building Protection Deposit. The Company /FMC shall be entitled to date the said cheque and deposit the same for recovery of the amount the Purchaser shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment etc. The Purchaser hereto provides unconditional and irrevocable consent to the Company to insert date on the cheque, as per its sole discretion and the Purchaser has no objection to the same and waives all his/her/its rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Purchaser, the Company /FMC shall raise bills/invoices on the Purchaser and the Purchaser undertakes to pay the same within 15 (fifteen) days from the date of such invoice. In case the Purchaser refrains from paying the extra amount, the same shall be adjusted from the CAM charges duly paid by the Purchaser and shall be reflected as arrears and shall be claimed from the Purchaser by the Ultimate Organization, at the time same is formed.

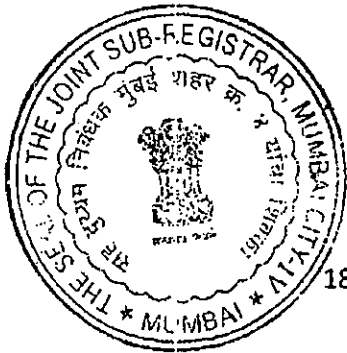
18.4.3 The Purchaser hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Purchaser shall notify the Company about completion of all fit-out or interior works in the Unit. On receiving this notification, the Company representatives/nominees shall inspect the Unit, its immediate vicinity and attached Common Areas and Amenities like lift lobbies, etc. for compliance with possession policy and policy on permissible changes. If all changes made by the customer are in adherence to permissible changes policy then the Building Protection Deposit will be returned.

18.4.4 In the event of any violations are observed by the Company's representatives/nominees then same will be intimated to the Purchaser and the Purchaser shall get the same rectified within 30 (thirty) days from the date of at the said intimation at his / her/its cost and risk. In the event the Purchaser fails to do the same, then the Company shall get the same rectified at cost and risk of the Purchaser. The Purchaser shall be solely responsible for all costs incurred in this regard – these costs, shall be recovered from the Building Protection Deposit.

18.4.5 Notwithstanding anything contained herein, in case of cheque being dishonoured, an extra penalty of 36% per annum on the amount of Building Protection Deposit will be payable by the Purchaser.

18.5 **LAND UNDER CONSTRUCTION (LUC) REIMBURSEMENT**

18.5.1. The Purchaser undertakes to pay the Company on or before the Date of Offer of Possession, the LUC for the period of start of construction till the Date of Offer of Possession (for Fit outs) for the amounts specified In Annexure 2 herein. The Purchaser is aware that the LUC stated herein is provisional and in case the amount is higher than this amount, the



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Purchaser shall pay such increased amount as specified by the Company. Any delayed payment of the said LUC shall carry interest at 18% p.a. quarterly compounded from the due date till the date of realization.

18.5.2 Any delay or default in payment of the said amounts under this Clause 17 shall constitute a breach of the terms of this Agreement and the Purchaser shall also be liable to pay interest thereon calculated at 18% per annum compounded quarterly.

18.5.3 The Company shall maintain a separate account in respect of sums received by the Company from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Ultimate Organization towards the outgoings, legal charges and shall utilize the amount only for the purposes for which they have been received.

19. **TAXES AND LEVIES**

The Purchaser agrees that all levies, charges, cess taxes (direct or indirect), assignments of any nature whatsoever (present or future), including but not limited to Service Tax and Value Added Tax (VAT), GST, Stamp Duty, Registration Charges as are or may be applicable and/or payable on the Total Consideration, Society and Other Charges in respect of the Unit or otherwise shall be solely and exclusively borne and paid by the Purchaser.

20. **INTEREST**



The Purchaser agrees to pay to the Company interest at 18 percent per annum, quarterly compounded, on all the amounts including the Total Consideration or any part thereof, which become due and payable by the Purchaser to the Company under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Company, till the date of realization of such payment. The Purchaser confirms that the payment of interest by the Purchaser shall be without prejudice to the rights and remedies of the Company and shall not constitute a waiver by the Company, unless specifically provided by the Company in writing. The Purchaser confirms and accepts that the rate of interest prescribed in the Agreement is just and reasonable having regard to the huge costs involved in the procurement of the rights in respect of the Property, the development of the Property, the cost of the funds at which lenders generally provide funding to developers and/or the loss or damage likely to be caused on account of default/delay in payment of the amounts by the Purchaser hereunder. The Purchaser also confirms and agrees that the rate of interest payable by the Company upon refund of the Total Consideration or part thereof under Clauses 11 is just and proper having regard to the rate of interest at which the loans are made available by the Bank and Home Finance Companies to the individual purchasers for purchase of the units and the Purchaser waives his right to raise any objection or make claims to the contrary, in that regard.



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21. **PURCHASER'S COVENANTS**

The Purchaser for himself with intention to bring all persons into whosoever hands the Unit may come, doth hereby covenants and

undertakes to cause the Ultimate Organization/Federation to ensure that the Building/wing is kept in good condition after takeover of the affairs of the Building/wing by the said Ultimate Organization/Federation. Towards this end, following actions shall be taken by the Ultimate Organization/Federation and each purchaser agrees to ensure that the following are taken without delay or demur, for any reason whatsoever:

- a. To maintain the Unit at the Purchaser's own cost in good tenable repair and proper condition from the Date of Offer of Possession (for Fit Outs) and shall not do or suffer to be done anything in or to the Building in which the Unit is situated, or to the staircase or any passages in which Unit may be situated against the rules, regulations or bye-laws or concerned local or any other authority or change / alter or make addition in or to the Building in which the Unit is situated and the Unit itself or any part thereof.
- b. The Building name shall not be changed at any time by the Purchaser or the Ultimate Organization without the prior written consent of the Company.
- c. The Purchaser shall only upon obtaining and after receipt of the Occupation Certificate, use the Unit or any part thereof or permit the same to be used for purpose of residence and not for commercial use or as a guest house by whatsoever name and shall use the Car Parking Space only for purpose of keeping or parking the Purchaser's own vehicle/s.
- d. The Purchaser, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, 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 Company with such permission, approvals which would enable the Company to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 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/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Company accepts no responsibility/liability in this regard. The Purchaser shall keep the Company 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 Company immediately and comply with necessary formalities if any under the applicable laws. The Company 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 Unit applied for herein



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in any way and the Company shall be issuing the payment receipts in favour of the Purchaser only.

- e. Not to store in the Unit any goods which are of hazardous, combustible or of dangerous nature so as to damage the construction or structure of the Building in which the Unit is situated or storing of such goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or likely to damage the staircases, common passages or any other structure of the Building in which the Unit is situated, including entrances of the Building in which the Unit is situated and in case any damage is caused to the Building in which the Unit is situated or the Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the Breach.
- f. To carry at his own cost, all internal repairs and maintain the Unit in the same condition, state and order in which it was delivered by the Company to the Purchaser and shall not do or suffer to be done anything in or to the Building in which the Unit is situated which may be given as per the rules, regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority.
- g. Not to carry out any additions or alterations in the Unit and/or Building which affect the structure, façade and/or services of the units/wing (including but not limited to not making any change or to alter the windows and/or grills provided by the Company) and the Company shall not be responsible, if additions and alterations are done in the Unit and/or the Building by the Purchaser (or any agent thereto), in violation of building regulations.
- h. Not to make any changes to the common area/lobby and structural changes in the Building. The Purchaser shall not relocate brick walls onto any location which does not have a beam to support the brick wall. The Purchaser shall not change the location of the plumbing or electrical lines (except internal extensions). Further, the Purchaser shall not change the location of the wet/waterproofed areas. The Purchaser agrees to comply with the possession policy and the permissible changes policy of the Company as amended from time to time.
- i. Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any structural addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains pipes in the Unit and appurtenances thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit without the

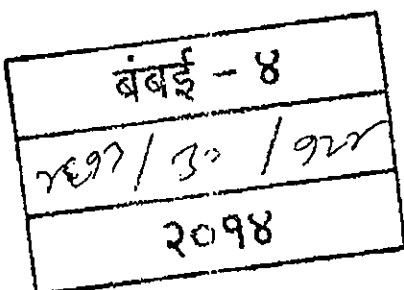


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- prior written permission of the Company and/or the Ultimate Organization.
- j. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the portion of the said Larger Property and the Building in which the Unit is situated or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
  - k. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in the compound or any portion of the said Larger Property and/or the Said Building in which the Unit is situated.
  - l. Ensure and cause the Ultimate Organization that the Building is painted once every 5 years from the Date of Offer of Possession (for fit outs) and kept in good and proper condition.
  - m. Not to put any wire, pipe, grill, plant, outside the Unit and not to dry any clothes and not to put any articles outside the Unit or the windows of the Unit or any storage in any area which is visible from the external facade of the building, save and except the utility area (if applicable as marked in the sale plan).
  - n. The Purchaser is aware that the Company is/may be required to inter alia merge, acquire, restructure, initiate winding up proceedings and/or take any action with regard to its corporate affairs, in which case all the affairs, business, assets and liabilities of the Company will vest in its holding company viz. Proficient Buidwell Private Limited. The Purchaser hereby accords his unconditional and irrevocable consent to the Company to undertake such aforementioned actions provided however that the rights of the Purchaser with respect to such Unit shall not be affected. The Purchaser has no objection and undertakes not to raise any objection and the rights of the Purchaser to make any such claims and the rights if any in this regard shall be deemed to have been waived.
  - o. The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the time that the Building is under construction. The Company shall provide photographic updates of the construction progress (quarterly or half-yearly basis). Further, the Purchaser shall also be given the opportunity for inspecting the Unit prior to taking possession (for fit outs).
  - p. Not to put any claim in respect of the restricted amenities including open car parking space, open space, stilt parking, hoarding, gardens attached to other Units or terraces and the same are retained by the Company as restricted amenities. The Purchaser is aware that certain parts of the building shall be allocated for exclusive use of certain users/residents. The price of the Unit has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.
  - q. The Purchaser is aware that various purchasers have chosen to buy unit (s) in the development with the assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behavior. Similarly, the Company has agreed to sell this Unit to the Purchaser on the premise that the



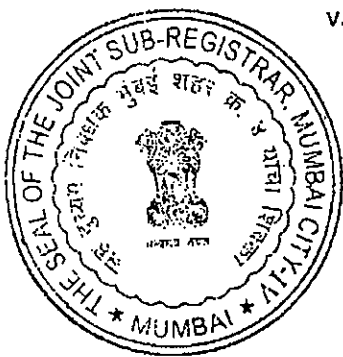
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Purchaser shall conduct him/her/itself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchasers in the project and/or the Company and/or the development. Any Purchaser which indulges in any action which does not meet such standards shall be construed to be in default of his/her/its obligations under this Agreement.

- r. To pay to the Company within 7 (seven) days of demand by the Company its share of security deposit demanded by concerned local authority or government or giving water, electricity or any other service connection to the Building in which the Unit is situated. To pay to the Company within 7 (seven) days of demand by the Company, his share of HVAC and Diesel consumptions charges in the Unit which will be calculated on a prorata basis.
- s. The Purchaser is aware that brickwork, plaster, flooring and painting, whether internal or external, may be initiated and demanded by the Company at any stage during the construction cycle. The Purchaser undertakes to make payment of the same as and when demanded.
- t. To clear and pay increase in local taxes, development charges, water charges, insurance and such other taxes, fees, levies, if any, which are imposed by the concerned local authority and / or government and / or other public authority, on account of change of user of the Unit by the Purchaser viz user for any purposes other than for residential or otherwise.
- u. The Purchaser acknowledges that as on the Date of Offer of Possession (for fit outs), works in the Unit shall be complete and the Unit shall have regular water and electricity supply, as well as lift access. There may be certain works which may be ongoing in the Building/development/Larger Property at such time but all due care shall be taken to ensure that the fit outs of the Unit are not affected in any manner by such works. It is clarified that the Offer of Possession (for fit outs) entitles the Purchaser to carry on interior and other related works in the Unit but does not entitle the said Unit to be occupied till such time that the Occupation Certificate is received in relation to the said Unit.
- v. The Purchaser shall not sell, lease, let, sub-let, transfer, assign or part with Purchaser's interest or benefit under this Agreement or part with the possession of the till such time that the occupation certificate of the Unit is received and all the amounts payable by the Purchaser are paid in full and the Purchaser is not in breach of any of the terms and conditions of this Agreement. Any sale/transfer of the Unit after this time shall require written approval from the Ultimate Organization (and till such time that the Ultimate Organization is formed, of the Company) to ensure that the inherent nature of the society is not compromised by bringing in any member who does not subscribe to the guidelines and/or objectives of the Ultimate Organization. Any document for sale/transfer/lease etc which is entered into without obtaining written approval of the Ultimate Organization (and till such time that the Ultimate Organization is formed, of the Company) shall not be valid and not binding on the Company.



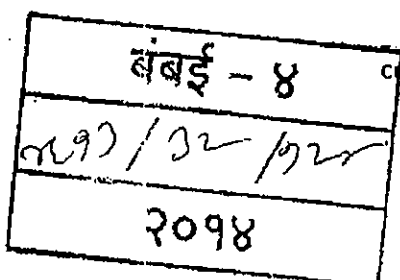
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- w. The Purchaser shall observe and perform all the rules and regulations or bye-laws (including operating standards) which the Ultimate Organization of the said Larger Property may adopt at its inception and the additions, alterations or amendment thereof that may be made from time to time for the protection and maintenance of the Building and the Unit therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Ultimate Organization regarding the occupation and use of the Unit in the Building in accordance with the terms of this Agreement.
- x. The Purchaser agrees and acknowledges that the sample unit constructed by the Company and all furniture's, items, electronic goods, amenities etc. provided thereon are only the purpose of show casing the Unit and the Company is not liable/required to provide any furniture, items, electronic goods amenities etc. as displayed in the sample Unit, other than as expressly agreed by the Company under this Agreement.
- y. Until a Deed of Conveyance in favour of the Ultimate Organization/Federation is executed and the entire project is declared by the Company as completed, the Purchaser shall permit the Company and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the Unit, Building and Buildings or any part thereof to view and examine the state and condition thereof.
- z. The Purchaser shall be free to complete the fitout work of the Unit and complete all works required to make the Unit habitable/usable during the period after the Date of Offer of Possession (for Fit outs).
- aa. In the event the electric meter of the Unit has not been installed by the Date of Offer of Possession (for Fit Outs), the Company shall be obliged to provide power supply to the Unit. The power supply will be in line with the supply generally provided by the electric distribution company in that area with regard to the duration and voltage. The Purchaser shall pay a fixed monthly sum to the Company for providing this supply, which shall be made known to the Purchaser prior to the handover of the Unit for fit outs.

Notwithstanding anything contained herein, the Purchaser is aware that the Application Money I and the Application Money II duly paid by the Purchaser at that time of application for allotment of the said Unit, is a guarantee/security for the due performance of his/her contractual obligations under this Agreement and the Company is entitled to forfeit the full or part of the said the Application Money I and the Application Money II in terms of this Agreement and the Purchaser has no objection to the same and it waives its/his/her right to raise any objection with respect to the same.

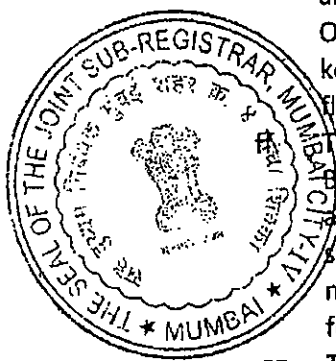
The Purchaser is aware that for buildings where construction has commenced and/or completed, all construction related dues need to be completed as demanded by the Company, and the Purchaser



has no objection to the same and it waives its/his/her right to raise any objection with respect to the same.

dd. is agreed that in the event that the Federation or Ultimate Organizations (if applicable) and Ultimate Organization (if no Federation is applicable) has been formed but there is/are unit/s in the Building that are not sold by the Company, till such time that such unsold unit/s is/are sold/leased, the property tax for such unsold units shall be payable by the Company as charged by the competent authorities and the common area maintenance charges shall be payable by the Company for such unsold units from the date of handover of the Ultimate Organization by the Company. It is hereby agreed by the Purchaser (and the Purchaser shall cause the Ultimate Organization/Federation to agree and ratify) that the Company shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and/or create any right, title or interest in the unsold units without any consent/no-objection of any nature whatsoever in this regard from the Ultimate Organization/Federation and such purchaser of such unsold unit/s shall be and shall deemed to be a member of the Ultimate Organization/Federation. The Purchaser hereby agrees that it shall forthwith admit such flat purchasers of the Builder/Promoter as their purchasers and/or shareholders and shall forthwith issue share certificates and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchaser/lessees/occupants of these unsold unit/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the common areas, amenities and facilities at par with any other member of the Ultimate Organization/Federation.

ee. The Purchaser hereto agrees and acknowledges that at the time of handover of the Ultimate Organization/Federation, the Company shall earmark certain parking spaces for use by such unsold flats and the Purchaser hereby agrees and shall cause the Ultimate Organization/Federation to ensure that these car parking spaces are kept available for use by the purchasers/occupants of the unsold flats.



The Purchaser shall ensure that the key common areas of the Building viz. entrance lobby, garden & play areas, clubhouse (if applicable), temple (if applicable) are maintained to the highest standards with regular cleaning and maintenance. Refurnishing / major overhaul to be done every 5 years, starting from Date of offer for Possession (for fitouts).

gg. The Purchaser shall not make or permit to be made any alterations/additions to the façade of the Building/wing and/or the structural elements of the Building/wing.

hh. In order to have adequate funds to meet these obligations, the Purchaser undertakes to pay and the Ultimate Organization/Federation shall collect a sum equivalent to minimum 10% of the monthly maintenance charges (excluding any government levies) as 'sinking fund' from each purchaser/member

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and the same shall be kept in a separate account which shall be used for undertaking major capital and/or renovation expenses related to the Building and its key common areas.

- ii. The Purchaser confirms that the Purchaser has chosen to invest in the said Unit after exploring all other options of similar properties available with other developers and available in re-sale in the vast and competitive market in the vicinity and the Purchaser confirms that the said unit/development is suitable for the Applicant and therefore has voluntarily approached the Company for allotment of the said Unit in the development.
- jj. The Purchaser undertakes to observe all other stipulations and rules which are provided herein in order to enable the Building/wing to be well maintained and enable all purchasers/members to enjoy the usage of these areas as originally designed.

22. **DEFAULT, TERMINATION AND LIQUIDATED DAMAGES**

22.1 If the customer is in default of any of his/her/its obligations under this agreement, including (but not limited to) making payment of all due amounts as per as per schedule stated in Annexure 2 (and interest thereon, if any) within 15 days of the date of the demand letter, the Purchaser shall be deemed to be in default. In the event of such default, the Company shall issue notice to the Purchaser of such default and the Purchaser shall be provided with a further period of 15 days from the date of such notice to cure the said default. In the event that the Purchaser fails to to cure such default within 15 days from the date of notice of such default (or such default is not capable of being rectified), the Company shall have the option to terminate this agreement by sending a termination letter by Regd AD/Speed Post. On such termination, the following shall apply:

- (a) The allotment/booking/agreement for the said unit(s) shall stand immediately terminated and the Purchaser shall have no right whatsoever with respect to the said unit(s), save and except the right to receive refund of amounts as per b. below.
- (b) All amounts paid to the Company by the Purchaser (excluding interest) shall be refunded, after deducting an amount equal to 10% of the value of the consideration for the unit(s) + applicable government levies thereon (if any). The said refund shall be made through Post-dated cheques (PDCs) in 12 equal monthly installments. The first such installment shall commence from the 13th month of the date of the letter of termination till the 24th month thereof. The Purchaser can collect the said cheques at any time from the Company after giving notice by email / letter of atleast 3 working days.



23. **MISCELLANEOUS**

23.1 Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Unit or of the said Larger Property and Building or any part thereof. The Purchaser shall have no claim with regards to all the open spaces, parking spaces, lobbies, staircase, terraces, gardens attached to the other Units recreation spaces etc., save and except in respect of the Unit hereby agreed to be sold to him/her/them as set out herein.

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- 23.2 All Notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers by Registered Post A.D. / Under Certification of Posting at the address specified in Annexure "2" hereto.

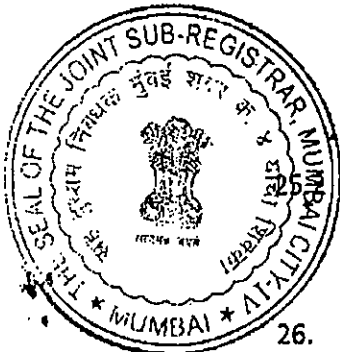
24. **DISPUTE RESOLUTION AND GOVERNING LAW**

- 24.1 If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavor to resolve the same by mutual discussions and Agreement.
- 24.2 If the dispute or difference cannot be resolved within a period of 7 (seven) days, from the notice by the aggrieved Party under sub clause 24.1 above, then the dispute shall be referred to Arbitration. Arbitration shall be conducted in Mumbai, India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language. The Arbitration shall be conducted by a Sole Arbitrator who shall be appointed by the Company.
- 24.3 The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. The Award may include costs, including reasonable attorney fees and disbursements. Judgment upon the award may be entered by the Courts in Mumbai.
- 24.4 This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.
- 24.5 This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

25. **SEVERABILITY**

- 25.1 If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction or any other jurisdiction of any other provisions of this Agreement or the legality, validity or enforceability under the law and all other provisions of the Agreement shall survive.

The Parties shall negotiate in good faith to replace such unenforceable provision so as to give effect nearest the provision being replaced, and that preserves the party's commercial interests under this Agreement.



26. **WAIVER**

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Any delay tolerated or indulgence shown by the Company in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of installment to the Purchaser by the Company shall not be construed as waiver on the part of the Company of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor the same shall in any manner prejudice or affect the rights of the Company.

27. **ENTIRE AGREEMENT**

The Parties agree that the Agreement, Schedules, Annexures and Exhibits and Amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Company in any documents, brochures, advertisements, hoardings, etc. and/or through any other medium hereinbefore agreed upon between the Company and the Purchaser which may in any manner be inconsistent with what is stated herein. This Agreement shall not be amended or modified except by a writing signed by both the Parties.

28. **CORRESPONDENCE**

All correspondence including emails should carry the customer ID quoted in Annexure 2 hereto in following manner "CI: xxxxxxx". Any correspondence not mentioning the customer ID shall be deemed to be non-est/null and void.

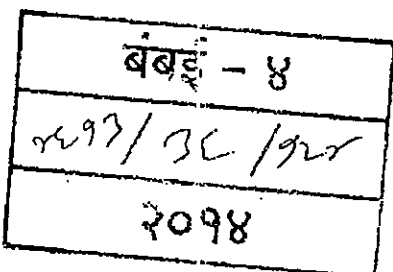
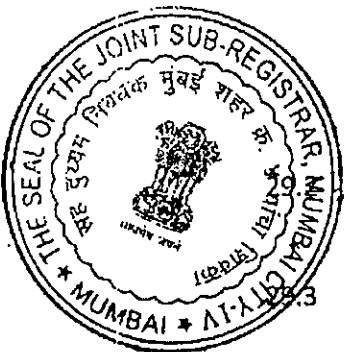
29. **CONFIDENTIALITY**

29.1 The Purchaser hereto agree that all the Information, documents etc exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("**Confidential Information**") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written consent of the Company. The confidentiality obligations under this Clause shall survive even after handing over of the Unit and is legally binding on the Purchaser and shall always be in full force and effect.

The Purchaser shall not make any public announcement regarding this Agreement without prior consent of the Company.

Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:-

- such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating organization or other recognized investment exchange having jurisdiction over the Parties; or
- such disclosure is required in connection with any litigation; or
- such information has entered the public domain other than by a breach of the Agreement.



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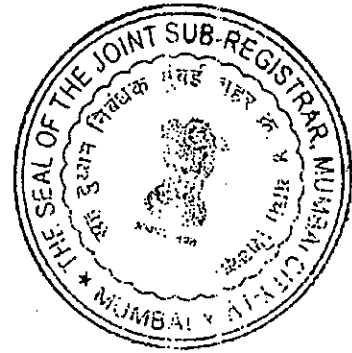
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IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

SCHEDULE OF LARGER PROPERTY

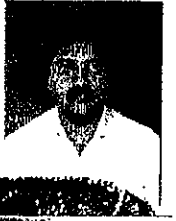
All that piece and parcel of land bearing Cadastral Survey No.464 of Lower Parel Division admeasuring 65,724.12 square metres or thereabouts situated at Senapati Bapat Marg, Lower Parel, Mumbai – 400 013 within Mumbai Municipal Limits, within the Registration District of Mumbai and bounded as follows:

On or towards the North	:	Pandurang Budhkar Marg
On or towards the South	:	Boundary Walls of Kamala Mills Limited
On or towards the East	:	Senapati Bapat Marg and Parel Central Railway Station
On or towards the West	:	Boundaries of Victoria Mills.



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SIGNED AND DELIVERED  
BY the within named  
JAWALA REAL ESTATE PRIVATE LIMITED  
Mr. Surendran Nair (POA)  
The Company abovenamed  
Is hereunto affixed pursuant to  
through the hands of its Authorised Signatory  
on 27<sup>th</sup> day of NOV 2014

In the presence of:  
1. [Signature]  
2. [Signature]

[Signature]



SIGNED AND DELIVERED  
By the within named Purchaser  
A. Infrastructure Ltd

Authorised Signatory  
H. P. Khandalwaf

In the presence of:  
1. [Signature]  
2. [Signature]

[Signature]

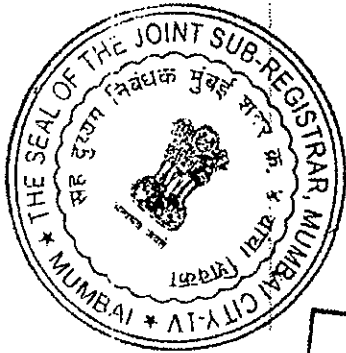


RECEIVED on the day and year first  
Hereinabove written of and from the  
Within named Purchaser the sum of  
Rs. 1,91,09,039/- Rupees One Crore Ninety One  
Lakhs Nine Thousand Thirty Nine Only  
Being the amount to be paid by the  
Purchaser on execution of these  
Presents by Cheque No. RTGS  
dated 05.09.2014, 26.09.2014, 20.10.2014,  
16.08.2014, 08.10.2014, 14.10.2014  
Drawn on Bank

Rs. 1,91,09,039/-  
WE SAY RECEIVED

FOR JAWALA REAL ESTATE PRIVATE LIMITED

[Signature]  
AUTHORISED SIGNATORY



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[Signature] [Signature]

ANNEXURE - 1

1. By Sale Deed dated 10th October, 2005 executed by The National Textile Corporation (South Maharashtra) Limited (Unit: Mumbai Textile Mills) therein referred to as "NTC" as Vendors of the One Part and between Jawala Real Estate Private Limited, therein referred to as "Jawala" as the Purchasers of the Other Part and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BBE-2/9009/2005 on 11th October, 2005.
2. By a Deed of Mortgage dated 31st October 2012 registered with Joint Sub- Registrar of Assurances - Mumbai I, under serial No. BBE - 5- 258- 2012, the Company has created first charge on the said Larger Property in favour of the Security Trustee i.e. IL& FS Trust Co. Limited for inter alia securing the repayment of the loan on the terms and conditions stated therein
3. By a Deed of Mortgage dated 1st November 2012 registered with Joint Sub- Registrar of Assurances - Mumbai I, under serial No. BBE - 5- 259- 2012, the Company and Proficient Buildwell Private Limited has created second charge on the said Larger Property in favour of the Security Trustee i.e. IL& FS Trust Co. Limited for inter alia securing the repayment of the loan on the terms and conditions stated therein.



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ANNEXURE - 2

(I) <u>Customer Id</u>	:	1249987
(II) <u>Unit</u>		
(i) Unit	:	A-5901
(ii) Floor	:	59th
(iii) Type of Unit	:	3 BHK Luxe 2
(iv) Carpet Area	:	1304 sq. ft.
(v) Car Parking Spaces	:	2 (Two)

(III) Building: Trump® Tower Mumbai

(IV) Total Consideration is Rs. 9,60,25,320/-

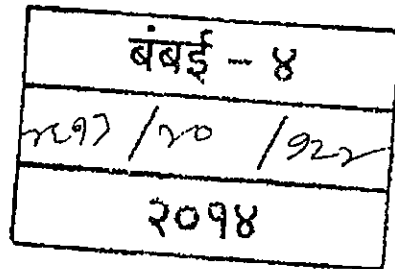
(V) Payment Schedule

Application money-1	Rs. 9,00,000/-
Within 21 days	Rs.87,02,532/-
Within 45 days	Rs.95,06,507/-
Foundations	Rs.96,98,557/-
RCC works for Basement 2	Rs.57,61,519/-
RCC works for PO (Ground Floor)	Rs.57,61,519/-
RCC work for Level 9	Rs.57,61,519/-
RCC work for Level 18	Rs.57,61,519/-
External Facade Works / Windows	Rs.48,01,266/-
Partition Walls	Rs.48,01,266/-
RCC works for Level 27	Rs.57,61,519/-
RCC works for Level 36	Rs.57,61,519/-
RCC works for Level 45	Rs.57,61,519/-
RCC works for Level 54	Rs.48,01,266/-
RCC works for Level 63	Rs.48,01,266/-
RCC works for Level 70	Rs.48,01,266/-
Possession for Fit-outs	Rs.28,80,761/-

For buildings where construction has commenced and/or completed, all construction related dues need to be completed as demanded

(VI) Date of offer of possession (for Fit-Outs): 31st December 2018

(VII) Address of Purchaser for Notices: A9A , Green Park Main, New Delhi - 110016

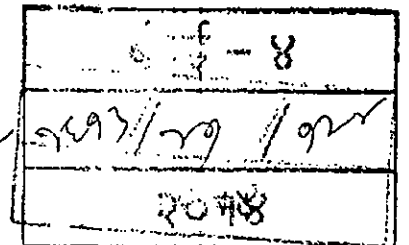


(VIII) ADDITIONAL CHARGES (Payable on or before the Date of Offer of Possession (for Fit Outs)\* :

1. CAM / Federation Charges (Payable on the Date of Offer of Possession (for Fitouts)):
  - a. Rs.3,99,024/- (Rupees Three Lakhs Ninety Nine Thousand Twenty Four Only) towards provisional building CAM charges, for period of 18 months from Date of Offer of Possession (for Fitouts).
  - b. Rs.1,17,360/- (Rupees One Lakh Seventeen Thousand Three Hundred Sixty Only) towards provisional Federation CAM charges, for period of 30 months from Date of Offer of Possession (for Fitouts).
2. Property Tax Advance (Payable on the Date of Offer of Possession (for Fitouts)):  
Rs.2,44,709/- (Rupees Two Lakhs Forty Four Thousand Seven Hundred Nine Only) as advance towards Property Tax in respect of the Unit for a period of 18 months from Date of Offer of Possession (for Fitouts). This is an estimate and actual amount shall be known / estimated at time of payment.
3. Club Usage Charges (Payable on the Date of Offer of Possession (for Fitouts)):  
Rs. 75,000/- (Rupees Seventy Five Thousand Only) towards Club Usage Charges for a period of 18 months from Date of Offer of Possession (for Fitouts). The number members covered under the same shall be as under:

	No. of club members covered by these charges
2 BHK / 3 BHK	5
4 BHK or larger	6

4. Building Protection Deposit (Payable on the Date of Offer of Possession (for Fitouts)):  
Undated cheque of Rs.100,000/- (Rupees One Lakh Only) towards Building Protection Deposit which shall be encashed only if there is violation of guidelines in respect of execution of interior works.



5. Land Under Construction (LUC) Reimbursement (Payable on the Date of Offer of Possession (for Fitouts)):

Rs. 3,75,840/- (Rupees Three Lakhs Seventy Five Thousand Eight Hundred Forty Only) towards provisional amount of reimbursement for LUC (and other equivalent) tax paid from the start of construction to the date of Property Tax becoming chargeable as per (2) hereinabove.

6. Electricity Deposit Reimbursement (Payable on the Date of Offer of Possession (for Fitouts)):

Rs.4,500/- (Rupees Four Thousand Five Hundred Only) towards provisional amount of reimbursement of deposit paid to Electricity Supply company on your behalf. Said amount shall stand transferred to your benefit when meter is transferred to your name.

7. Other Charges (Payable on the Date of Offer of Possession (for Fitouts)):

Towards	Amount (Rs.)
Condominium formation and related charges	Rs. 26,050/-
Legal Charges	Rs. 50,000/-
Electric & Water connection & related infrastructure	Rs. 1,50,000/-
Piped Gas connection & related infrastructure (if applicable)	Rs. 9,000/-
Club Membership Charges (one-time)	Rs. 22,50,000/-



Note: Please ensure timely payments of all dues. Delay in payments will attract interest @ 18 % per annum compounded quarterly from the dates they fall due till realization of the payments and shall constitute on event of default.

Service Tax, MVAT and any other such taxes, (including but not limited to GST) shall be payable, extra as applicable.

Additionally, stamp duty and registration charges shall be payable by the Applicant to the concerned authority (ies).

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### ANNEXURE – 3: COMMON AREAS AND AMENITIES\*

#### Inside Unit:

- Air-conditioned\* homes
- Poggenpohl fitted modular kitchen with island counter only in 4BHK units\*\*\*\*
- Imported marble flooring in entire house (living/dining, puja, passage and all the bedrooms and kitchen). Antiskid tiles in utility and store.
- All toilets floors finished in imported marble
- 5 fixture master toilet with
  - His and her basin
  - TV for viewing
  - Jacuzzi tub
  - Automated WC
- Luxury European bath fittings: Duravit/Laufen sanitary ware and
- Grohe/Gessi/Isenberg CP fittings in all toilets
- Wi-Fi enabled homes.
- Fibre Optic Connectivity with IPTV and digital gaming
- Multi-level security with:
  - Swipe card access to lobby and lifts
  - Video door phone
  - CCTV monitoring of key common areas
  - Gas detector in kitchen
  - Emergency alarm in each residence

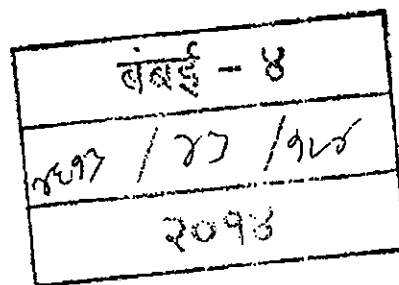


#### Within building:

- Air-conditioned main entrance lobby
- Designer floor lift lobbies
- Each wing with hi-speed passenger elevators from Mitsubishi/Schindler/Otis or equivalent
- Separate service-cum-stretcher elevator
- Fire fighting system

#### Exclusive Facilities for Trump Tower Residents:

- a. Swimming Pool
- b. Gym
- c. Lounge
- d. Spa/massage Room



#### Exclusive Privileges for Trump Tower Residents:

- a. Exclusive 5-year fractional share membership\*\* to 'Lodha Private Jets', India's finest private jet service, with 10 hours\*\*\* of free flying time that can be used anytime during the membership period. Members can also avail a 10%# discount on any additional usage.

\* excluding kitchen, all toilets service areas and servant room

\*\*\*\* Island kitchen counter is only for 4BHK units, 3BHK units will have regular kitchen.

\*\* Membership commences from date of offer of possession for fitouts after payment of 100% of the consideration. Membership entitles the purchaser and/or his spouse to use the service, along with any guests.

\*\*\* Applicable for use of aircraft having range upto 1600 nm and 7 passengers. For aircrafts with higher range and/or capacity, appropriate multiplier shall apply. All aircrafts shall be made available on first-come-first-serve basis; booking is subject to availability.

\* On published rental & service rates.

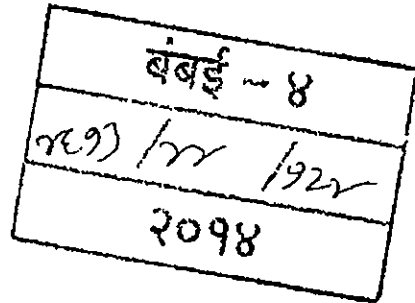
All brands stated above are subject to change with equivalent brands, at the sole discretion of the Project Designers / the Company.

**Facility list for the Larger Property:**

1. Gym
2. Yoga/Aerobics room
3. Banquet Hall
4. Guest rooms
5. Indoor Tennis & badminton Court
6. Cinema-cum-theatre
7. Kids Indoor play area
8. Library
9. Restaurant/café
10. Indoor Games Room
11. Business centre & Conferencing facilities
12. Medical Room
13. Convenience Store
14. Laundry
15. Spa Facilities

**Key elements (outdoors):**

- a. swimming pools:
  - a. Open swimming pool
  - b. Family pool
  - c. Covered heated pool
  - d. Kids pool
  - e. Toddlers pool
- b. Garden Gym
- c. Mini Golf / Putting green
- d. Cricket Pitch
- e. Outdoor Children's play area
- f. Outdoor theatre/cinema/Amphitheatre
- g. Organic Farm
- h. Pet walk / area
- i. Ganesha Temple
- j. Rock climbing wall
- k. Tree house
- l. Party lawn
- m. Picnic / Barbeque area
- n. Social and meeting spaces / cabanas / seating
- o. Water bodies
- p. Multipurpose sports court(s): Basketball/Volleyball/Badminton



\*The aforesaid facilities list may undergo revision in the interest of the betterment of the development, as per the discretion of the Project Designers.

ANNEXURE 4

BRAND ASSOCIATION

A. ADDITIONAL PROVISIONS

1. The Building in which the Unit is situated shall be known as "TRUMP® TOWER MUMBAI" ("Composite Mark"). The Purchaser is aware that the Company has been granted by DT Marks Worli LLC ("Trump" which expression shall include its successors and assigns), *inter alia* a right to use the Composite Mark for marketing and promoting the Building and the purchasers of the units in the Building shall also have the right to use the Composite Mark solely for the purpose of identifying the address of such Unit at the Building during the subsistence of the License Agreement or the Subsequent License Agreement.
2. The Purchaser acknowledges that the Building is not owned, developed or sold by Donald J. Trump, The Trump Organization or any of their principals or affiliates. The Company is/shall use the "Trump" name and mark under license from Trump, which license may be terminated or revoked according to its terms, to identify and promote the Building only as "TRUMP® TOWER MUMBAI"
3. The Purchaser acknowledges and agrees that any use of any of Donald J. Trump's tradenames or trademarks, service marks, domain name or logos, including the trademark "Trump" without prior consent from Donald J. Trump and/or Trump, is expressly prohibited. Additionally, in the event that the license between the Company and Trump is terminated for any reason, all use of Donald J. Trump's or Trump's trade name and trademarks or service marks, domain name and logos shall cease immediately and all indicia or connection between the Building and Donald J. Trump or Trump, including signs or other materials bearing any of Donald J. Trump's or Trump's trademarks, service marks, trade names, domain name, and logos shall be removed from the Building in accordance with the terms of the license, including any reference or identification of the address of the Purchaser's Unit. Additionally, each Purchaser acknowledges and agrees that any use of any of Donald J. Trump's trade names or Trump's trademarks, service marks or logos, without proper licensing from Donald J. Trump, is expressly prohibited.



The Purchaser also understands and agrees that in no event shall the Purchaser pursue, file or initiate any legal action against any Trump Indemnified Party for disputes or matters arising from this Agreement. "Trump Indemnified Parties" shall mean DT Marks Worli LLC, Donald J. Trump, its, his, and her members, partners, affiliates, shareholders, employees, representatives, directors, officers, managers, successors, and assigns and, to the extent not already included in the foregoing list, Donald J. Trump, Jr. Ivanka Trump, Eric Trump, and any child or

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descendant (including by adoption) or current or former spouse of any of the foregoing.

5. Notwithstanding anything to the contrary contained in the license, Trump and the other Trump Indemnified Parties shall not be responsible for and shall have no liability to the Company or any other individual or entity, including, without limitation, Purchaser, any unit owners, occupants and/or lenders for (i) any design, construction, repair, operation means, methods, techniques, sequences and procedures, or for security or safety precautions and programs, with respect to the design, construction, repair, or operation of the Building or (ii) the handling of any funds or deposits, including, without limitation, the Consideration, paid by the Purchaser pursuant to this Agreement or otherwise. It is further understood and agreed that none of the Trump Indemnified Parties, including, without limitation, Trump, has or shall hereafter provide architectural, engineering, contractor, legal, professional or similar services to the Company in any capacity or have any liability to Company or any other individual or entity, including, without limitation, the unit owners, occupants and/or lenders as such. No reviews, recommendations, approvals, or advice to be furnished by any of the Trump Indemnified Parties under the license shall be deemed to be warranties or guarantees or constitute the performance of professional services as aforesaid, but instead, are intended solely for the benefit of Trump in order that it may protect the goodwill associated with any of Donald J. Trump's or Trump's trademarks, service marks, trade names, domain name, and logos.
6. The Purchaser agrees and undertakes that upon filing of the Ultimate Organization documents with the appropriate governmental authority in the jurisdiction where the Building is situated, Trump and the Ultimate Organization shall enter into a license agreement in a form and format specified by Trump ("Subsequent License Agreement"), which shall (i) require the Ultimate Organization to pay Supervisory Expenses, without duplication, and (ii) permit the Ultimate Organization, the Board and the purchasers of units to use the Mark "TRUMP" only in the Composite Mark solely for the purposes of identifying (but not marketing or promoting) the Building. The Ultimate Organization shall not have any rights to the Composite Mark, until Trump and the Ultimate Organization have fully executed and delivered to Trump the Subsequent License Agreement. It is hereby clarified that the Company shall not be liable to pay, or responsible to ensure payment of any fees that the Ultimate Organization is required to pay pursuant to the Subsequent License Agreement.
7. The Purchaser confirms that the FMC selected for the management of the Ultimate Organization shall be subject to Trump's prior written approval and any agreement relating thereto, including the management agreement between the FMC and the Ultimate Organization shall include the operating standards as have been agreed between Trump and the Company and a copy of which has been made available to the Purchaser, at the Purchaser's request.



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8. The Purchaser confirms that from and after the first handover of a unit, Trump shall have the right to supervise the operations and management of the Ultimate Organization by the selected FMC to ensure compliance with the operating standards.

**B. PROVISIONS APPLICABLE TO THE ULTIMATE ORGANIZATION**

The Purchaser confirms that in addition to the aforesaid additional provisions, the bye-laws of the Ultimate Organization shall include the following provisions and the Purchaser undertakes and shall cause the Ultimate Organization to undertake as follows:

1. The Purchaser agrees that from and after the first Date of Offer of Possession (for fit outs), Trump shall have the right to supervise the operations and management of the Ultimate Organization by the selected manager to ensure compliance with the operating standards. If Trump, in its sole discretion, determines that the operations and/or management of the Ultimate Organization do not comply with the operating standards, Trump shall provide notice of such determination to the Ultimate Organization (a "Noncompliance Notice") who shall, within ten(10) business days implement all changes to the management and operation of the Ultimate Organization as are specified in the applicable Noncompliance Notice and certify such implementation in a written notice to Trump, provided that if a deficiency identified in the Noncompliance Notice is not susceptible of being cured within such ten(10) Business Day period, the Ultimate Organization shall have a thirty(30) Business Day period to cure such deficiency so long as Ultimate Organization has commenced and is diligently pursuing cure of the deficiency in question. If the Ultimate Organization does not cure the deficiency within the applicable cure period, then Trump shall be entitled to cure such deficiency. If pursuant to the Noncompliance Notice the manager is required to be replaced, then the same shall be replaced within sixty (60) business days and the Ultimate Organization shall take commercially reasonable efforts to remedy the deficiency in the operation of the Ultimate Organization immediately. If the manager is not replaced within the said period, then Trump shall be entitled to replace the manager.
2. Trump shall be entitled to receive reimbursement from the Ultimate Organization of (i) all reimbursable travel expenses incurred for one site visit per calendar year (for up to three days for up to two (2) individuals) in connection with supervising and monitoring the operations and management of the Ultimate Organization (collectively, the "Supervisory Expenses") and any other costs and expenses incurred by Trump specifically to remedy a deficiency specified in the Noncompliance Notice on the Ultimate Organization's behalf (including replacing the manager) if any deficiency has not been cured by the Ultimate Organization within the cure periods provided in this Clause. The Supervisory Expenses shall be capped at a maximum of USD\$25,000 per calendar year, provided that such amount shall be increased each calendar year following the first calendar year after the Date of Offer of Possession (for fit outs) in accordance with the Consumer Price Index (All



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Urban consumers) of the United States of America as published by U.S. Bureau of Labor Statistics. Notwithstanding the foregoing any additional site visits and/or expenses in excess of the Supervisory Expenses required in Trump's reasonable judgment to remedy any deficiency in manager's compliance (if the same has not been cured within the cure periods provided on this Clause) with the operating standards shall not be subject to the same limitations set forth in the foregoing two sentences. The Purchaser agrees that Trump shall be entitled to collect the Supervisory Expenses from all unit purchasers and other users of the Building, subject to applicable law. To the extent that any Supervisory Expenses shall be due to Trump because of the Ultimate Organization's failure to remedy a deficiency, then, Trump may exercise its rights and remedies with respect to such deficiency against the Ultimate Organization under the Subsequent License Agreement. Notwithstanding anything to the contrary set out herein, it is hereby clarified that any time on or after the formation of the Ultimate Organization and the handover of control over the Ultimate Organization to owners, so long as the Subsequent License Agreement is effective, the Company shall not be liable for ensuring compliance with the operating standards by the manager or Ultimate Organization and the Company shall not be liable or obligated to bear any Supervisory Expenses or any other costs and expenses incurred by Trump to remedy any deficiency or replace the manager.

3. The Ultimate Organization shall name at its cost the Trump Indemnified Parties as additional insureds in all policies of liability insurance that may be maintained by the Ultimate Organization for and in connection with the operation, ownership and maintenance of the Building and the Common Areas and Amenities. The insurance requirements shall be as set forth in the Subsequent License Agreement.
4. The Ultimate Organization shall maintain the following insurance policies at its own costs:
  - a. Property insurance against all risks of loss to the Building and Common Areas and Amenities customarily covered by so-called "All Risk" or "Special Perils Form" policies which shall include the following perils: fire, flood, hurricane, lightning, malicious mischief, subsidence, vandalism, windstorm, with respect to such on restoration in a minimum amount of at least one hundred (100%) percent of the replacement cost value of the Building and in each case without co-insurance provisions.
  - b. Liability Insurance: The Ultimate Organization shall maintain the following insurance for personal injury, bodily injury, death, accident and property damage (collectively, the "Liability Insurance"): (i) public liability insurance, including commercial general liability insurance, including sudden and accidental pollution; and (ii) umbrella liability insurance. Liability Insurance shall provide coverage of at least Rs. 600,000,000 per occurrence and Rs. 600,000,000 in the annual aggregate, per location. Liability Insurance shall include coverage for liability arising from premises and operations, elevators, escalators, independent contractors, contractual liability (including any liability assumed under any leases), and products and completed operations. All



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Liability Insurance shall name the Trump Indemnified Parties, including Trump, Donald J. Trump, its and his members, partners, Affiliates, shareholders, employees, representatives, directors, officers, successors and assigns and, to the extent not already included in the foregoing list, each of DT Marks Worli LLC, Donald J. Trump, Donald J. Trump Jr., Ivanka Trump, Eric Trump and any Affiliates, child or descendant (including by adoption) or current or former spouse of any of the foregoing, as "Additional Insured"

- c. Medical Insurance for the employees.
- 5. No Person shall be permitted to lease, sublease, license, sublicense or otherwise grant occupancy rights in exchange for monetary consideration to any unit for periods less than three (3) months.
- 6. Notwithstanding anything to the contrary contained in the License Agreement, the Ultimate Organization documents or any other document relating to the Ultimate Organization, the Building, and/or the Units therein, including any materials, Donald J. Trump and the other Trump Indemnified Parties shall not be responsible for and shall have no liability to Company or any other individual or entity, including the Unit owners, the occupants of Other Units or Company's lenders, for, any design, construction, repair, operation means, methods, techniques, sequences and procedures, or for security or safety precautions and programs, with respect to the design, construction, repair, or operation of the Building. It is further understood and agreed that none of the Trump Indemnified Parties, including Donald J. Trump, has or shall hereafter provide architectural, engineering, contractor, legal, professional or similar services to Company in any capacity or have any liability to Company or any other individual or entity, including the Unit owners, the occupants of Other Units, or Company's lenders as such. No reviews, recommendations, approvals, or advice to be furnished by any of the Trump Indemnified Parties under the License Agreement shall be deemed to be warranties or guarantees or constitute the performance of professional services as aforesaid, but instead, are intended solely for the benefit of Trump in order that it may protect the goodwill associated with the Licensed Mark and Composite Mark.
- 7. In no event may any portion of the Building, be used for Casino and Gaming Activities (as hereinafter defined) without the prior written consent of Trump, which may be withheld in Trump's sole discretion. In the event of a breach of this clause, Trump shall have the immediate right to remove the Licensed Mark and Composite Mark from the Building and terminate any agreement with respect to such Licensed Mark and Composite Mark. The term "Casino and Gaming Activities" shall mean the business of owning, operating, managing or developing a casino or similar facility for the taking or receiving of bets or wagers upon the result of games of chance or skill, including hotel, dockside, riverboat, cruise ship, transportation, entertainment, sports, resort, bar, restaurant and retail services in connection with any of the foregoing activities.
- 8. If acceptable to the members of the Ultimate Organization or if not objected to by a court of competent jurisdiction, Trump shall be entitled



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to appoint one (1) representative (the "Observer") to the board of managers, board of directors, or other governing body of the Ultimate Organization, however designated (the "Board"). The Observer shall be entitled to attend all executive and other committee meetings of the Board and to receive the same information concerning the Ultimate Organization and/or the Building, including all notices, minutes, consents and other materials, at the same time and in the same manner as provided to members of the Board and such committees. The Observer shall receive no compensation from the Ultimate Organization for service as an Observer. The Observer shall not be entitled to vote on any matter brought before the Board. Trump may remove and replace, as applicable, Observer appointed by Trump at any time and from time to time in Trump's sole discretion by notice to the Board.

- 9. The Unit holders and the Ultimate Organization will be bound by the Subsequent License Agreement.
- 10. Trump is not to be construed as a "promoter" under the provisions of MOFA.

None of the provisions contained in this Annexure 4 shall be amended without a written consent of Trump. It is further understood and agreed that Trump may withhold, condition or delay its approval to any modification to the foregoing provisions in its sole and absolute discretion.



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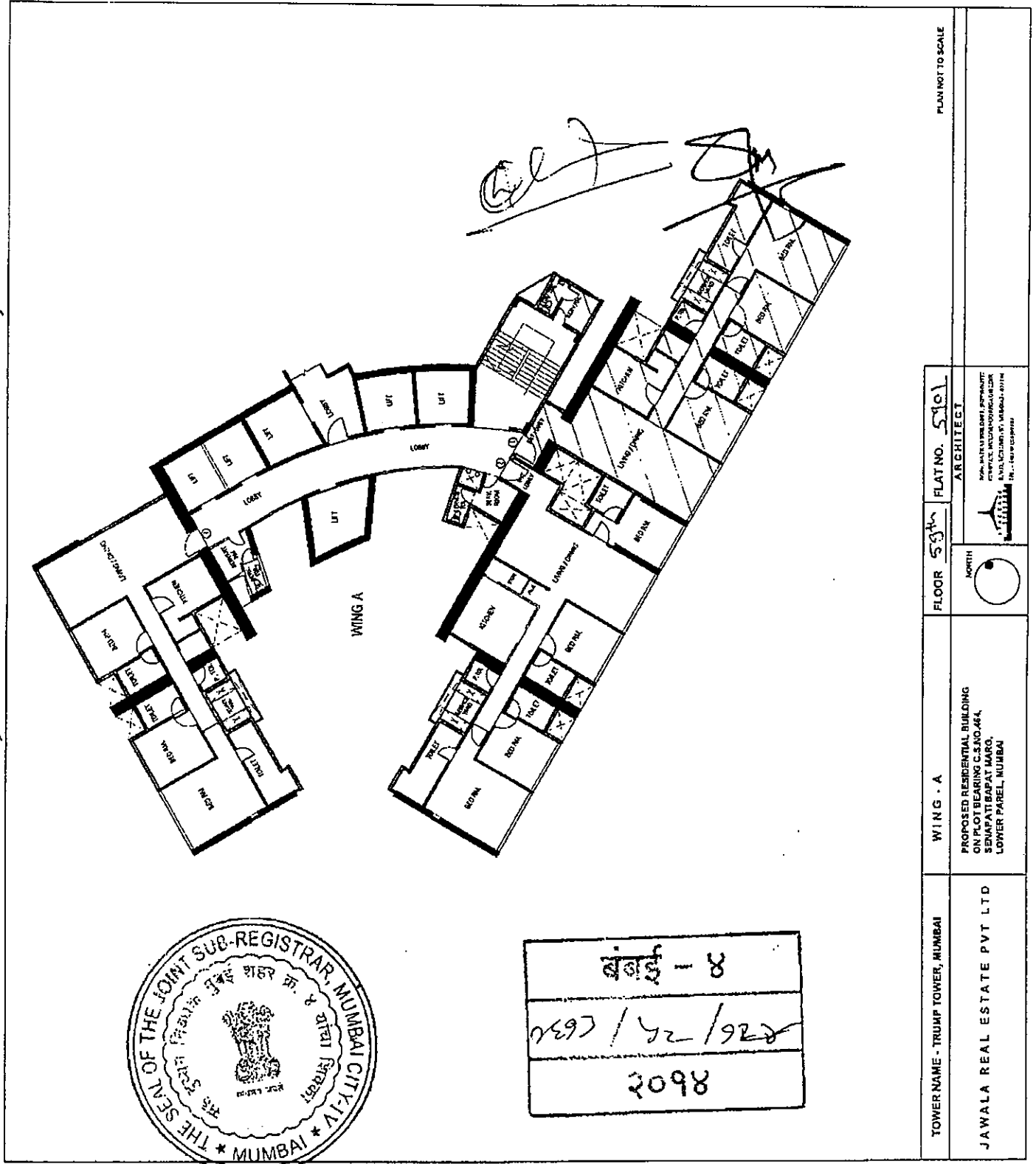
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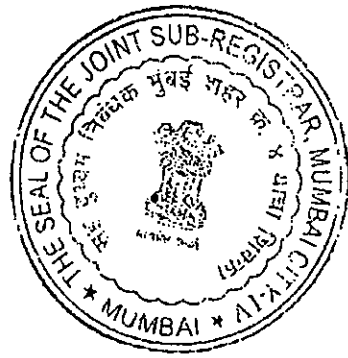
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TOWER NAME - TRUMP TOWER, MUMBAI	WING - A	FLOOR 5 <sup>th</sup>	FLAT NO. 5101	PLAN NOT TO SCALE
JAWALA REAL ESTATE PVT LTD	PROPOSED RESIDENTIAL BUILDING ON PLOT BEARING C.S.NO.464, SEWAPAT BAPAT MARG, LOWER PAREL, MUMBAI	NORTH	ARCHITECT M/S. JAWALA REAL ESTATE PVT. LTD. 101, SEWAPAT BAPAT MARG, LOWER PAREL, MUMBAI - 400012	

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