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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") made at Mumbai on this 28 day of Dec., Two Thousand and Fifteen

BETWEEN

LARSEN AND TOUBRO LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at L&T House, N.M. Marg, Ballard Estate, Mumbai 400001, hereinafter referred to as "the Developer" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and permitted assigns) of the FIRST PART;

AND

Mr./M/s/Mis/Master/M/s. Express Food Services

Adult/s / Minor, Indian Inhabitant/s of Mumbai / a partnership firm registered under the Indian Partnership Act, 1932 / a private limited / public company registered under the provisions of the Companies Act, 1956/ Natural guardian (Mr./Mrs.....) on behalf of the minor, having their address for the purpose of these present at 526, Arya Nagar, Near Vishwanath Cinema, Suraj Ganj, Itarsi, Madhya Pradesh-461111 hereinafter referred to as "the Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include in the case of individuals, his/her heirs, executors, administrators, in case of a firm the partners for the time being/or from time to time, the survivors or survivor of them and the heir, executors and administrators of the last of such survivors or survivor and in case of a Company, its successors and permitted assigns and where the Purchaser is a Hindu Undivided Family (HUF) the Karta and the members or

करल-२		
११५४६	Ε	१९९०
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members for the time being of the HUF and the survivor/s of them and the heirs, executors, administrators and assigns of the last surviving member) of the **SECOND PART**.

The Developer and the Purchaser are hereinafter collectively referred to as "the Parties", and individually as a "Party".

Whereas:-

A. By an Indenture of Sub Lease dated 30th March, 1954, made between (1) Shri. Chandrabhan Bhuramal Sharma (2) Shri. Chhedilal Bhikhiram Gupta (3) Smt. Gajraben Shrilal Bhatt (4) Shri. Kishore Shrilal Bhatt (5) Shri. Ashok Shrilal Bhatt, (6) Shri. Vinod Shrilal Bhatt and (7) Shri. Vikram Shrilal Bhatt, therein referred to as the Lessees of the First Part AND Shri. Manubhai Tolashankar Pandya therein referred to as the Confirming Party of the Second Part AND Larsen and Toubro Ltd. referred to as the Sub-lessee therein of the Third Part (the Developer herein) and registered with Sub-Registrar of Assurances at Mumbai at St. No. BOM/2940/1954 on 29th April, 1954, a Sub-lease was created in favour of Larsen & Toubro Ltd., of all those pieces and parcels of developed and undeveloped agricultural land or ground bearing Survey No.50 admeasuring 36 Acres 7 Gunthas and 23 sq.yds. or equivalent to 1,46,679.80 sq.mtrs. or thereabouts (hereinafter referred to as the said Leased Property") together with all rights, title, interests, benefits, privileges, easements incidental and/or ancillary, accrued and/or to be accrued thereon for a term of 96 years and 9 months commencing from 1st July, 1951, at and for a rent and on the terms, covenants and conditions therein contained;

B. By a Deed of Conveyance dated 30th March, 1964, executed by and between Shri. Abdul Rehman Mohamed Yusuf, Smt. Sherbanu Mohamed Agboatwala, Smt. Rabiabanu Mohamed Mitha and Smt. Shabanu Siddick Suleman, as the Mutavalis or Trustees of the Wakf created by Sir Mohamed Yusuf Kt. by a Deed of Wakf dated 29th April, 1929 therein referred to as "First Vendors" of the First Part AND Smt. Sherbanu Mohamed Agboatwala in her capacity as Wakif as well as Mutavali of Deed of Wakf dated 8th July, 1941 and Shri. Abdul Rehman Mohamed Yusuf, Smt. Rabiabanu Mohamed Mitha, Smt. Shabanu Siddick Suleman, Mutavalis or Trustees of the Wakf created by Smt. Sherbanu wife of Mohamed Agboatwala and daughter of Sir Mohamed Yusuf Ismail, by a Deed of Wakf dated 8th July, 1941 therein referred to as the "Second Vendors" of the Second Part; AND said Smt. Rabiabanu, wife of Mohamed Mitha in her capacity as the Wakif as well as Mutavali of Deed of Wakf dated 23rd April, 1941 and Shri. Abdul Rehman Mohamed Yusuf, Smt. Sherbanu wife of Mohamed Agboatwala and Smt. Shabanu wife of Siddick Suleman, mutavalis of Wakf created by Smt. Rabiabanu, wife of Mohamed Mitha and daughter of Sir Mohamed Yusuf Ismail by a Deed of Wakf dated 23rd April, 1941 therein referred to as the "Third Vendors", of the Third Part; AND Smt. Shabanu wife of Siddick Suleman in her capacity as the wakif as well as Mutavali of the Deed of Wakf dated 8th July, 1941 and Shri. Abdul Rehman Mohamed Yusuf, Smt. Shabanu Mohamed Agboatwala and Smt. Rabiabanu

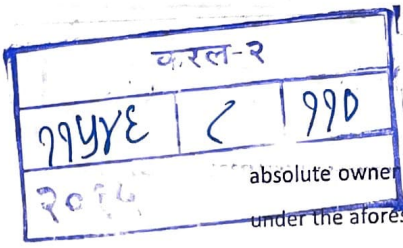
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करल-१		
११५४६	७	१११०
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wife of Mohamed Mitha Mutavalis of the Wakf created by the said Shabanu wife of Siddick Suleman and daughter of Sir Mohamed Yusuf Ismail by a Deed of Wakf dated 8th July, 1941 therein referred to as the "Fourth Vendors", of the Fourth Part; AND Shri. Chandrabhan Bhuramal Sharma therein referred to as "the Purchaser", of the Fifth Part; AND Shri. Chhedilal Bhikhiram Gupta, Smt. Gajraben widow of Shrilal Maganlal Bhatt, Shri. Kishore Shrilal Bhatt, Shri. Ashok Shrilal Bhatt, Shri. Vinod Shrilal Bhatt and Shri. Vikram Shrilal Bhatt therein referred to as the "First Confirming Party", of the Sixth Part ; AND Shri. Manubhai Tolashankar Pandya therein referred to as "Second Confirming Party", of the Seventh Part; AND Smt. Durgadevi wife of Chandrabhan Bhuramal Sharma therein referred to as Sub-Purchaser, of the Eighth Part and registered with Sub-Registrar of Assurances at Mumbai at Sr. No.983 of 1964 on 14th July, 1964, the Vendors therein granted, assigned, released, conveyed and assured and the First and Second Confirming Party therein granted, conveyed, assured and confirmed unto the Purchaser and the Sub-Purchaser therein, all their right, title, interest in and all their reversionary rights, title and interest in respect of the said Leased Property, at and for the consideration and on the terms and conditions as stated therein;



- C. By an Indenture of Lease dated 28th July, 1965 executed in respect of the said Leased Property between Smt. Durgadevi Chandrabhan Sharma, therein referred to as the Lessor, of the First Part, Chandrabhan Bhuramal Sharma, of the Second Part and the Developer herein therein referred to as the Lessee, of the Third Part, the parties therein recorded and confirmed that advance deposit of Rs.21,706/- paid by the Lessee therein to Chandrabhan Bhuramal Sharma under Indenture of Sub-Lease dated 30th March, 1954 was received by the said Durgadevi Chandrabhan Sharma. Thus, the Lessee therein, being the Developer herein, became the direct Lessee of Smt. Durgadevi Sharma on the same terms and conditions contained in the aforecited Indenture of Sub Lease dated 30th March, 1954;
- D. Smt. Durgadevi Sharma died on 2nd November, 1986 leaving behind her Last Will and Testament dated 5th August, 1985, appointing her husband Shri Chandrabhan Bhuramal Sharma and her son Shri Chittaranjan Chandrabhan Sharma as the executors of the said Will. A probate of the said Will was granted by the High Court of Judicature at Bombay vide its Order dated 7th August, 1992 passed in Testamentary Petition No.58 of 1989 filed by one of the Executors, Shri Chittaranjan Chandrabhan Sharma;
- E. By a Deed of Conveyance dated 8th June, 2005 executed between, Shri Chittaranjan Chandrabhan Sharma, the executor of the Will of Late Durgadevi Sharma, therein referred to as the Vendor, of the one part and Smit Properties Private Limited therein referred to as the Purchaser, of the other part, and registered with the Sub-Registrar of Assurances at Bandra under Serial No.BDR-3 / 4118 of 2005, the said Chittaranjan Chandrabhan Sharma sold, transferred, conveyed unto and in favour of the said Smit Properties Private Limited, the said Leased Property. Thus, the said Smit Properties Private Limited became the



absolute owner of the said Leased Property subject to the rights of the Developer herein, under the aforesaid recited Lease Deed dated 28th July 1965;

F. Out of the said Leased Property, an area admeasuring 2276.70 sq.mtrs. was under dispute and a portion of land admeasuring 9134.60 sq. mtrs. was already acquired by Public Works Department. Therefore, by a Sale Deed dated 7th November, 2009 executed between Smit Properties Private Limited therein referred to as the Vendor of one part, and the Developer herein, therein referred to as the Purchaser of the other part, and registered with the Sub-Registrar of Assurances at Bandra under Serial No.BDR-3 / 163 of 2010, , the said Smit Properties Pvt. Ltd. sold, conveyed and transferred unto the Developer herein the balance portion of the said Leased Property (after reducing therefrom an area of 2276.70 sq.mtrs and 9134.60 sq.mtrs.) admeasuring 1,35,268.50 sq. mts. of City Survey No. 117-A, 117A/1 and 117-B (formerly Survey no. 50), situate in the village of Tungwa in Powai Estate within the Registration District and Sub-District of Mumbai City and Mumbai Suburban (hereinafter referred to as "**the said Larger land**") and more particularly described in the FIRST SCHEDULE hereunder written, at and for a consideration and on the terms and conditions specified therein. Copy of the plan delineating the said Larger land is annexed hereto and marked as Annexure "A";



G. By the afore cited Sale Deed dated 7th November, 2009 the Developer herein, purchased the residuary rights in respect of the said Larger land from Smit Properties Pvt. Ltd and became the absolute owner of the said Larger land.

H. The said Larger land is designated for the purpose of INDUSTRIAL use as per the Development Plan. Out of the said Larger land, portion of land admeasuring 55,838.97 Sq.mtrs is designated for Information Technology Park (hereinafter referred to as "L&T Business Park").

I. The Developer has also converted, from and out of the said Larger land, a portion of land admeasuring 49,522 sq.mtrs of City Survey Nos.117-B (Pt) and 117-A (Pt) into residential use ("**the said Residential Land**"), vide MCGM permission no. CHE/033943/DPES dated 28th January 2013 of the Executive Engineer (D.P) E.S. Copy of the same is hereto annexed and marked as Annexure "B";

J. In lieu thereof, the Developer has to handover Amenity Open Space ("AOS") admeasuring 12,355 sq. mtrs. out of the said Residential Land, to the MGCM as per the terms and conditions of the above said permission dated 28th January 2013 of the Executive Engineer (D.P) E.S.

K. The Developer is developing portions of the said Larger land, in phases, and have constructed/constructing thereon, L&T Business Park in the first phase, a commercial building (under construction) in the second phase, a residential project in the third and


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करल-२		
११५४६	९	११०
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fourth phase respectively. Thus, the activities on the said Larger land include L&T Business Park, commercial building, residential project and factory premises of electrical components.

- L. The Developer is developing a portion of land admeasuring 37062.36 sq. mtrs. out of the said Residential Land, hereinafter referred to as the "the said Property" and more particularly described in the **Second Schedule** hereunder written. The Developer shall construct **8 (Eight)** residential towers, T1 and T2 to T8, on the said Property ("Residential Phase I") as may be sanctioned by the concerned authorities, from time to time, in accordance with the building rules and regulations and bye-laws of the MCGM/ State Government/ or any other Competent Authority and such other laws, rules and regulations as may be in force at present and/or at any time hereafter and also subject to such terms and conditions as may be imposed by the MCGM/ State Government/ or any other Competent Authority. A copy of the layout of the said Property is annexed hereto and marked as **Annexure "C"**.
- M. The balance portion of the said Larger land admeasuring 39042.13 sq. mtrs. approximately ("the said Industrial Land"), continues to be presently designated for industrial use and is comprising of factory premises of electrical components thereon. The said Property and the Industrial Land totally admeasuring **76104.49** (39042.13 + 37062.36) sq. mtrs. shall hereinafter be referred to as the "said Land";
- N. Subsequent to the development of Residential Phase I, the Developer proposes to construct on the said Industrial Land (subject to change of its user) , other Residential towers as may be sanctioned by the concerned authorities, from time to time, in accordance with the building rules and regulations and bye-laws of the MCGM/ State Government/ or any other Competent Authority and such other laws, rules and regulations as may be in force at present and/or at any time hereafter and also subject to such terms and conditions as may be imposed by the MCGM/ State Government/ or any other Competent Authority ("Residential Phase II").
- O. The Developer intends to develop, in phase manner, the said Land and construct thereon building/s comprising of several residential towers (hereinafter referred to as "the said Building"). The said Building comprising of residential towers of both, Residential Phase I and Residential Phase II, along with other common areas and amenities shall be constructed in phases in a project known as "EMERALD ISLE" (hereinafter referred to as "the Project").
- P. The approved plan for Residential Phase I of the Project provides for a common layout wherein certain infrastructural and other common areas and facilities, including, podium, gardens and other open areas, club house, pathways/roads, entrance gates, drainage



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११५४६	१०	११०
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pipes, electricity sub-stations, water connections and the like, for common use of development of Residential Phase I and II of the Project.

Q. Tower T1 (referred to as Building no. 1 in the IOD) of the said Building is a Luxurious/Premium Tower having exclusive separate and independent amenities and facilities viz., a club house, gated entrance, swimming pool, etc., which will be used exclusively by the occupants of the tower T1. The occupants of tower T1 shall also, interalia, be entitled to the access and use of other common amenities and facilities of the said Project.

R. The present approved layout provides for a right of access/way of 12 mtrs. width along the Residential Phase I to the AOS, which may be shifted in order to have to a contiguous development between Residential Phase I and Residential Phase II, subject to grant of necessary approval/s from the MCGM/concerned authorities.

S. The Developer is entitled to utilise the entire Floor Space Index (F.S.I.) and the entire increased, additional, future and extra F.S.I. which may be acquired by the Developer, either by purchase of FSI from third parties and/or the authorities by payment of premium price and/or by the change of law and policy and/ or by purchase of Transferable Development Rights ("TDR") and/ or any floating FSI, or otherwise; and to be utilized on the said Property/ Land at the sole discretion of the Developer. The Developer shall be entitled and be at liberty to amend/vary the layouts, and/ or modify and /or change the plans and to carry out such construction so as to utilise the entire potential of the said Land, provided the Developer shall not make any change in the location, area and dimensions of the Unit / premises sold to the Purchaser;

T. The Developer has appointed M/s. SPACE AGE CONSULTANTS, Architect, having their office at B-106, Natraj Building, Mulund Goregaon Link Road, Mulund (West), Mumbai-400080, who are Architects registered with the Council of Architects and has also appointed M/s. Struck Bombay Consultants having their office at 5th floor, C-wing, Trade World, Kamala Mill Compound, Lower Parel (W), Mumbai, as Structural Engineers/RCC Consultants, for preparation of the structural designs and drawings of the said Building on the said Property/Land;

U. By and under Intimation of Disapproval (IOD) bearing nos. CE/4406/BPES/AL and CE/4407/BPES/AL both dated 8th August 2012, the Developer was given permission by the MCGM to construct towers T1 and T2 to T8 of Residential Phase I on the said Property, subject to the terms and conditions as stated therein, copies of the same are hereto annexed and marked as Annexure "D" collectively;

V. By and under Commencement Certificates (CC), dated 12th June 2013 bearing nos. CE/4406/BPES/AL & CE/4407/BPES/AL, issued by the MCGM, the Developer was given permission to commence construction of Residential Phase I on the said Property subject

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करल-२		
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to the terms and conditions as stated therein, copies of the same are hereto annexed and marked as Annexure "E" collectively;

W. The Property Register Cards of the said Property are annexed and marked hereto as Annexure "F";

X. A copy of the title certificate dated 2nd July 2013 issued by MANILAL KHER AMBALAL & CO., Advocates and Solicitors, certifying the title of the Developer in respect of the said Residential Land is annexed and marked as Annexure "G" hereto;

Y. The Developer has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Developer a Flat bearing No. 2202 admeasuring 08.05 square mtrs. carpet area i.e. approximately 1163.05 square feet on the 22nd floor in Tower T6 ("said Tower") of the said Building Residential Phase I of the project known as "EMERALD ISLE", hereinafter referred to as "the said Flat" and hatched in red colour on the Floor Plan annexed hereto and marked as



Annexure "H", with such amenities as mentioned in Annexure "I" hereto for a total consideration of Rs. 36758825/- (Rupees

Three Crores Sixty Seven Lakhs Fifty Eight Thousand Eight Hundred Twenty Five Only),

excluding taxes and levies, (hereinafter referred to as "the Consideration"). The said Flat is more particularly described in the Third Schedule hereunder written;

Z. The Purchaser has prior to the execution of this Agreement satisfied himself/ herself/ itself about the rights and title of the Developer to develop the said Property. The Developer has given inspection to the Purchaser of all the documents of title of the said Property, permissions, approvals, the sanctioned plans and of such other documents as are specified under the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") and the Rules made there under. The Purchaser has further agreed and confirmed that they are fully satisfied in respect thereof and that he/ she/ they shall not now be entitled to further investigate the title of the said Property and no requisition or objection shall be raised upon any matter relating thereto. This Agreement is entered into by the Purchaser after seeking legal advice on the various clauses and the rights retained by the Developer;

AA. The Purchaser has inspected the lay-out of Residential Phase I as presently contemplated by the Developer and has satisfied himself/herself/themselves/itself about the rights of the Developer to develop the said Property/ Land and sell the Flats/premises in the said Building to be constructed thereon. The Purchaser is aware that the layout shall be modified/amended while developing Residential Phase II, whenever undertaken.

करल-२		
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BB. The Developer has informed the Purchaser that the Developer has entered into/is entering into/will be entering into similar separate agreements with the several other persons and parties for the sale of other Flats/premises/Flats in the said Building;

CC. The right of the Purchaser herein shall be only to the said Flat and the Purchaser shall have no right on any other part /portion of the said Building/Property/Project/Land, until execution of a conveyance in favour of the Society/Apex Body;

DD. This Agreement shall always be subject to the provisions of MOFA and the Rules made thereunder;



The parties hereto are desirous of recording the terms, conditions, provisions and covenants on which the Developer has agreed to transfer and convey the said Flat and the right to use and occupy the common areas and facilities and the limited common areas and facilities in the said Building/Project to the Purchaser in the manner hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES

HERETO AS FOLLOWS:-

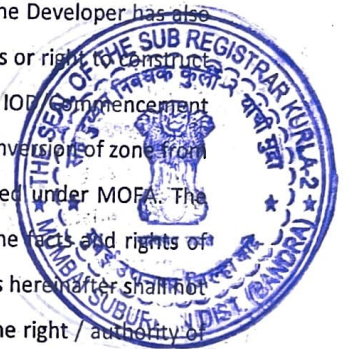
1. All the aforesaid recitals shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.
2. The Developer proposes to construct and complete the development on the said Property by utilising the entire potential as is / will be available , in accordance with plans, designs and specifications sanctioned by the MCGM/concerned authorities from time to time , at present, and the Purchaser has prior to the execution of this Agreement, verified, agreed and confirmed such rights of the Developer to vary ,add , alter , delete ,relocate/realign services and utilities , connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities and/or modify the layout as the Developer may consider necessary (from time to time) or expedient or as may be required by any public or local bodies or authorities or government or due to planning constraints or otherwise to be made, in order to utilise the full potential of the said Property/Land . The Developer shall construct and develop the said Project by utilizing the entire unconsumed/generated Floor Space Index (F.S.I.) and the entire increased, additional, future and extra F.S.I. (either purchased from third parties and/ or the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of TDR and/or floating FSI which may be acquired by the Developer). Further the Developer shall be entitled to relocate/ realign/ modify/change service and utility connections and lines, open spaces, parking spaces, recreation areas /access roads and all or any other areas, amenities and facilities as the Developer may deem fit, at their sole discretion,

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and/or to the sanctioned plans (from time to time) and the Purchaser hereby agrees, confirms and consents, to such variations being/ to be made and the consent contemplated hereunder shall for all purposes be considered as the Purchaser's consent under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of MOFA and the other applicable provision of the Maharashtra Regional Town Planning Act, 1966 and the Development Control Regulations framed therein PROVIDED THAT the area and the floor of the said Flat (as herein defined) and hereby sold to the Purchaser shall not be altered.

3. The Developer has made full and true disclosure of the title of the said Property/Larger land as well as the encumbrances, if any, known to the Developer. The Developer has also disclosed to the Purchaser/s the nature of its rights, title and interests or right to construct the said Building. The Developer has also given inspection of the IOI Commencement Certificate, the sanctioned plans, MoEF Permission, Permission for conversion of zone from Industrial to Residential and of such other documents as are specified under MOFA. The Purchaser/s having acquainted himself/herself/themselves with all the facts and rights of the Developer has/have entered into this Agreement. The Purchaser/s hereafter shall not be entitled to challenge or question the title of the Developers and the right / authority of the Developer in respect of the said building/said Property/Land and to enter into this Agreement.



4. The Purchaser hereby agrees to acquire from the Developer and the Developer hereby agrees to sell to the Purchaser, Flat bearing No. 2202 admeasuring 108.05 sq. mtrs. carpet area equivalent to 1163.05 sq. ft. on 22nd floor in Tower T6 ("said Tower") of the said Building in Residential Phase I of the said Project known as "EMERALD ISLE" hereinafter referred to as "the said Flat" and hatched in red colour on the Floor Plan annexed hereto and marked as Annexure "I", with such amenities as mentioned in Annexure "J" annexed hereto, for a total consideration of Rs. 3,67,58,825 /-(Rupees

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Three Crores Sixty Seven Lakhs Fifty Eight Thousand Eight Hundred Twenty Five Only), excluding taxes and levies, (hereinafter referred to as "the Consideration") to be paid by the Purchaser to the Developer in the manner provided herein below.

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5. In addition to the said Flat,, the Purchaser shall be entitled to the exclusive usage of 1 car parking space/s / tandem ("the said car parking space/s"). The exact location of the said car parking space/s shall be intimated by a separate letter or in the possession letter to the Purchaser, at the time of handing over of possession of the said Flat. The said car parking space/s shall be exclusive to the said Flat.

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6. The Consideration, i.e. Rs. 3,67,58,825 /-(Rupees Three Crores Sixty Seven Lakhs Fifty Eight

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करल-२		
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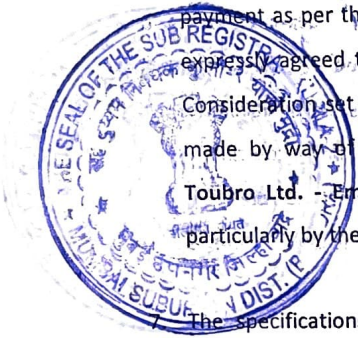
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Thousand Eight Hundred Twenty Five only), towards the said

Flat shall be paid in tranches as detailed in Annexure "I" herein (the payment at each stage is individually referred to as "the Instalment" and collectively referred to as "the Instalments"), in accordance with the progress of construction. The Developer shall issue a demand notice (by post/courier/e-mail/fax) to the Purchaser intimating the Purchaser about the stage-wise completion of the said Tower. The payment of the Instalment shall be made by the Purchaser within 14 (fourteen) days of the Developer making a demand for the payment of the instalment. In the event, the Purchaser deducts Tax At Source ("TDS") from the Consideration, the Purchaser shall pay the tax deducted to the government and deliver the relevant document i.e. TDS certificate/Form 16A/Challan, relating to each

payment as per the provisions of the Income-tax Act, 1961 to the Developer. It is hereby expressly agreed that the time for payment of each of the aforesaid instalments of the

Consideration set out herein shall be the essence of the contract. All payments shall be made by way of demand drafts/cheques/ RTGS/ECS/NEFT, in the name of "Larsen & Toubro Ltd. - Emerald Isle" which shall be deposited in the account as set out more particularly by the Developer.



The specifications of the said Flat and fixtures, fittings and amenities/facilities to be provided by the Developer in the said Flat/Project are those that are set out in the "Annexure J" annexed hereto. It is clearly understood by the Purchaser that the furniture, fixture, fittings, electrical & electronic gadgets etc. as are displayed in the sample flat have been placed there for illustrative purposes only and the same are not included in the consideration for the said Flat and that only such specifications and amenities as are specified in Annexure J of the Agreement shall be provided by the Developer in the said Flat/Project.

8. The Purchaser is aware that as a result of changes in the layout plans and/or building plans of the said Building, the share of the said Flat and/or the Purchaser in the common areas and facilities may increase or decrease. The Purchaser hereby expressly consents to such changes in the said share and hereby expressly authorizes the Developer to so increase or decrease the said share of the Flat and/or of the Purchaser/s in the common areas and facilities of the Project and the Purchaser/s hereby irrevocably agrees to accept the said share as changed as aforesaid.
9. The carpet area of the said Flat is approximate and the actual carpet area may increase/decrease from the carpet area mentioned herein upto 3% due to design and construction exigencies. However, it is expressly clarified that no adjustment will be made to the Consideration if the difference between the actual carpet area and the represented carpet area is less than or equal to 3% of the carpet area mentioned herein. In the event the actual carpet area is reduced by more than 3%, the consideration received shall be proportionately reduced and refunded without interest thereon. In the event of an

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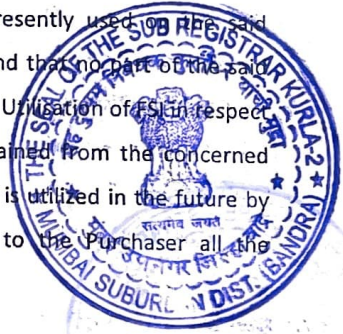
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११५५६	१५	११०
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increase in the carpet area beyond 3%, the consideration shall increase proportionately.

The aforesaid adjustments in the consideration, if any, shall be done at the time of handing over possession of the said Flat.

10. The Developer hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall before handing over possession of the said Flat to the Purchaser, obtain from the concerned local authority necessary approvals in respect of the said Flat.

11. The Developer hereby declare that the Floor Space Index presently used on said Property is mentioned in the Intimation of Disapproval (IOD) and that no part of the said floor space index has been utilized by the Developer elsewhere. Utilization of FSI in respect of the said Land/ said Property is as per the permissions obtained from the concerned authorities. In case, the floor space index has been utilized or is utilized in the future by the Developer elsewhere, then the Developer shall furnish to the Purchaser all the particulars in respect of such utilization of the FSI.



12. It is specifically agreed by the Purchaser that the entire increased, additional, future and extra F.S.I. (either purchased from the third parties and/ or the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of TDR and/or floating FSI which may be acquired by the Developer) before the formation of the society, company or association and/or until the execution of the Conveyance deed of the said Property/Land in favour of the said Society, company, association or Apex Body, shall vest with the Developer alone .

13. In addition to the Consideration payable, the Purchaser further agrees and undertakes to pay the amounts as mentioned hereunder:

- a. The Purchaser shall before taking possession of the said Flat make payment to the Developer of the following amounts ("Other Charges") by way of cheque/demand draft /RTGS/NEFT :

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Description	Amount (Rs.)
Club House Charges	3,00,000
Corpus Fund	1,00,000
Adhoc Maintenance Charges (24 months)	303,240
Charges towards Water, Electricity, Drainage, Sewerage Connection etc.	1,00,000
Charges towards Mahanagar Gas Connection	10,000
Legal Charges	25,000
Share Application Money	600
Society / Condominium Formation Charges	25,000
Total	8,63,840

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Page 02



- b. In addition to the Other Charges mentioned above, the Purchaser shall also pay all applicable taxes (VAT, Service tax, etc.). The Purchaser agrees and undertakes to pay such Taxes and VAT as per the prevalent rates and/or as per the State Government Rules and Regulations. The Purchaser indemnifies the Developer of all claims and / or expense and the charges towards the Service Tax, VAT and / or any other Charges as may be introduced by the State Government and / or the Local Bodies and shall be solely liable to bear and pay the same, as and when called upon to do so, by the Developer .
- c. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the purchaser agrees to pay to the developer, such other charges/amounts or such increase in the abovementioned other charges/amounts as the developer may indicate.
- d. The Developer shall maintain a separate account in respect of the sums received by the Developer from the flat purchasers as advance or deposit, on account of the share application money for the formation and registration of the Society/ Condominium/ Association/ Company or towards the Corpus fund, Adhoc Maintenance charges and shall utilize the amounts only for the purposes for which they have been received.

14. The Purchaser hereby agrees that in the event of any amount becoming payable by way of levy of premium to the concerned local/statutory authority or any amount becoming payable by way of betterment charges or development levies or any other payment of a

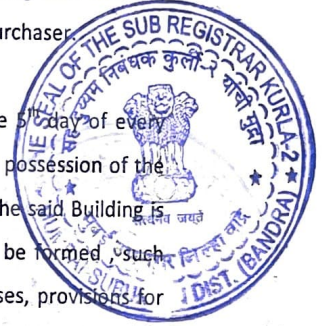
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similar nature in respect of the said Property/Land and/or various premises/buildings to be constructed thereon, the same shall be reimbursed by the Purchaser to the Developer proportionately (i.e. in proportion to the floor area of the said Flat).

15. The Purchaser hereby also agrees that in the event of any amount by way of premium, security deposit, betterment charges or development tax or security deposit for the purpose of obtaining water/electric/cable connection for the said Building/Project or any other purpose in respect of the said Building/Project or any other tax or payment of a similar nature is paid to MCGM or any other authority, the same shall be paid by the Purchaser proportionately with respect to the said Flat and in determining such amount, the decision of the Developer shall be conclusive and binding upon the Purchaser.

16. The Purchaser hereby agrees to pay to the Developer on or before the 5th day of every month, beginning from the month in which the Developer offers to give possession of the said Flat to the Purchaser, until the complete administrative control of the said Building is taken over by the society/ company/ association / apex body, as may be formed, such proportionate share as may be determined, of all outgoings and expenses, provisions for depreciation and sinking fund and expenses of management, upkeep, maintenance and repairs of the said Building on the said Property and common lights, common sanitary and other utility services, garden and other services and amenities on the said Property and in the said Project thereon including remuneration, salaries and wages to watchmen, supervisors, sweepers, gardeners and other persons employed for the aforesaid purposes or any of them and the collection charges in respect thereof and the Purchaser shall not withhold payment of the aforesaid outgoings and expenses demanded from the Purchaser under this clause on any ground whatsoever. The Developer shall be entitled to recover in advance 24 months maintenance contribution, from the Purchaser/s, in terms hereof, subject to such adjustment and / or appropriation of the amounts so received towards the maintenance, as per the discretion of the Developer. In case of any shortfall and/or deficiency in the monthly maintenance contribution, the Purchaser shall make good such deficiency and / or pay for the difference as and when called upon by the Developer.



17. The Developer shall be entitled (but not obliged) to terminate this Agreement on the happening of the following events ("Events of Default"):-

- If the Purchaser delays or commits default in making payment of any of instalments of the Consideration amount or any other amount due and payable under this Agreement;
- If the Purchaser commits a breach of the terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, I.O.D., Commencement Certificates, U.L.C. permissions, N.O.C. and other sanctions, permissions, undertakings and affidavits etc.;
- If the Developer is of the opinion and/or belief that any of the representations, declarations and/or warranties etc. made by the Purchaser in the booking form,

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acceptance letter, allotment letter, present agreement and/or any other documents executed and/or entered into or to be executed and /or entered into by the Purchaser is untrue or false or misleading;

- iv. If the Purchaser has been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;
- v. If the Developer is of the opinion that the Purchaser is unable to pay its debts and /or makes, or has at any time made, a composition with the creditors;
- vi. If the Purchaser is convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months;
- vii. If any of the assets and/or properties of the Purchaser is attached for any reason whatsoever under any law, rule, regulation, statute etc;
- viii. If the Developer is of the opinion and/or belief that the Purchaser is an undesirable element and/or is likely to cause nuisance and/or cause hindrances in the completion of the project and/or anytime thereafter and/or it is apprehended that the Purchaser is likely to default in making payment of the amounts mentioned in this Agreement;
- ix. Any execution or other similar process is issued and/or levied against the Purchaser and/or any of the Purchaser's assets and properties;
- x. If the Purchaser has received any notice from the Government of India (either Central, State or local) or foreign government for the Purchaser's involvement in any money laundering or any illegal activity and/or a warrant is issued against the Purchaser/s;
- xi. If the Developer is of the opinion and/or belief that any of the aforesaid events have been suppressed by the Purchaser.

18. In the event the Purchaser commits default in payment on the due date of any amount due and payable by the Purchaser to the Developer under this Agreement (including any taxes, levies, duties or cess and other outgoings) and/or commits breach of any of the terms and conditions of this Agreement, the Developer shall be entitled, at their own option, to terminate this Agreement **PROVIDED ALWAYS THAT** the power of termination contained herein shall not be exercised by the Developer unless and until the Developer shall have given to the Purchaser 14 (Fourteen) days' prior written notice of their intention to terminate this Agreement (cure period) and default shall have been made by the Purchaser/s in remedying such breach or breaches within such cure period of 14 (fourteen) days. The Purchaser shall not be entitled to possession of the said Flat during such termination notice period. Upon termination of this Agreement as aforesaid, without prejudice to the other rights and remedies of the Developer, the Purchaser shall be bound to execute and register a Deed of Cancellation in respect of this Agreement within a period of 15 (fifteen) days from the date of a written notice in this regard by the Developer to the Purchaser. In the event, the Purchaser fails to execute and register such Deed of Cancellation, the Developer shall be entitled to forfeit the entire consideration received from the Purchaser and the Developer shall be entitled to deal with the said Flat in the


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manner as the Developer may deem fit. Additionally, the Developer shall be entitled to obtain necessary orders against the Purchaser to compel him/her/it to execute and register such Deed of Cancellation.

19. (i) Upon the developer terminating this agreement, the Purchaser/s shall cease to have any right, title, interest, claim, demand etc. of any nature whatsoever against the said Flat and/or the said Building/Project or any part thereof and/or against the Developer and the Developer shall be entitled to deal with and dispose of the said Flat to any other person/s as it deems fit without any further reference or recourse to the Purchaser.

(ii) Upon the Developer terminating this agreement as aforesaid and the Purchaser executing a Deed of Cancellation for this Agreement, the Developer shall be entitled to forfeit either (a) 5% of the total consideration plus brokerage fees and all other outgoings and expenses incurred by the Developer or (b) the actual loss incurred by the Developer on the resale and/or disposal off the said Flat to a third party purchaser, whichever is more, and thereupon to refund to the Purchaser the balance amount (if any) which may, till then, have been paid by the Purchaser to the Developer, without interest. It is agreed that the Developer shall refund the aforesaid amounts only upon the Developer having received the consideration from the resale of the said Flat.

(iii) All amounts including benefits arising from the sale of the said Flat to a new Purchaser shall be to the sole and exclusive credit of the Developer and the Developer shall be entitled to the said profits and all other advantages and benefits.

20. Without prejudice to the rights of the Developer herein, in case the Purchaser commits default in payment of any of the amounts due and payable by the Purchaser to the Developer under this Agreement, the Purchaser shall pay simple interest thereon, to the Developer, at the rate of 1.5% (One point Five per cent) per month from the due date until payment and realisation thereof.

21. The Purchaser confirms and acknowledges that the Purchaser has been apprised and made aware and the Purchaser has agreed that:

- The development of the said Property/Land and the construction of the said Building thereon shall happen in phases. In course of such development or otherwise, the Developer shall be entitled to amend the existing layout plans, building plans and / or floor plans (including increase / decrease of floor levels of towers under construction) as may be desired by the Developer from time to time, subject to approval of the concerned local authorities;
- The development of the said Property/Land is dynamic and the scope thereof could be substantially increased from time to time by the amalgamation, mixture and composition of land plates, FSI and various development schemes under the applicable laws;

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c. The Developer is entitled to utilize all FSI (including fungible FSI, free FSI, premium FSI) that may be available from the said Land and/or on account of Transfer of Development Rights (TDR) and/or by change of law and/or change of policy and/or any other rights and benefits including on account of undertaking incentive FSI schemes under the applicable laws or any floating rights which is or may be available in respect of the said Land or elsewhere and/or any potential that is or may be available on account of the existing provisions or any amendments thereto under applicable law;

d. The Developer shall elect and choose, in its discretion the nature of organization to be formed in respect of the said Building and the said Property after all flats and other premises constructed in the said Project on the said Property/Land have been sold and all amounts including the consideration in respect of sale of such flats and other premises is received. The Developer may opt, at their own discretion, to form separate organization for each of the tower in the said Building and transfer and convey such tower/s to the said respective organizations and/or may form an apex body of such organization in whose favour the necessary transfer documents may be executed in respect of the said Land with rights granted to such apex body to manage and administer the common area and infrastructures of the said Land/Project and in such case, all the individual organizations in respect of the said Building shall become the members of such apex body/ organization;

e. It is agreed and acknowledged by the Purchaser that the Club House/ swimming pool to be constructed in the said Project/Tower shall be for the exclusive use of all the residents/ purchasers / occupiers of the premises in the said Project/Tower and the same shall not be commercially exploited and the same shall be only used for the approved purpose of recreation / swimming and shall not be misused for any other purpose.

f. The Developer has provided refuge areas on specific floors in all towers/wings of the said building, as per the DCR and/or I.O.D.

g. The Purchaser hereby agrees that he/she/they shall not have any objection, in the event of any deficiency in the segregating distance as per the provisions of the DCR and that the Purchaser shall not object and or raise any grievance with MCGM, in that respect, anytime hereafter .

h. The Purchaser is aware that the Developer is required to and has undertaken to Municipal Corporation of Greater Mumbai to grant a permanent right of access of 12.00 mtrs width along the said Property to access the Amenity Open Space, as per the

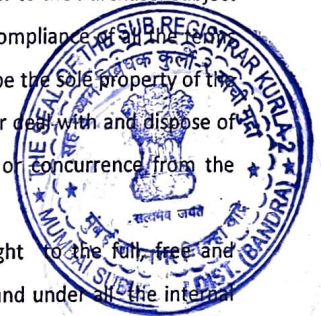

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Industrial to Residential Permission annexed hereto. This condition and undertaking shall be binding on the Association of Purchasers/ Society/Company/Apex Society. However, the Developer may shift the right of access/way while development of Residential Phase II, subject to grant of necessary approval from the MCGM/concerned authorities.

22. The rights of the Developer with respect to the said Property/Land, are as stated herein below:-

- a. It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the said Flat agreed to be sold by the Developer to the Purchaser subject to payment of all the amounts stipulated herein and the compliance with the terms and conditions of this Agreement. All other premises shall be the sole property of the Developer and they shall be entitled to sell, transfer and/or deal with and dispose of the same without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever.
- b. The Developer reserve to themselves the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the said Property/ Land and the common Right of Ways, at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles (of all descriptions), laden or unladen, and with or without horses and other animals and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the said Land/said Property and if necessary to connect the drains, pipes, cables etc. under, over or along the land appurtenant to each and every building in the said Land/said Property which will form part of the scheme of the development of the said Land/Project.
- c. The Developer will install their logo in/upon one or more places in the said Property/Project and the Developer reserve to themselves full, free and complete right of way and means of access to such place or places at all times for the purpose of repairing, painting, altering or changing the logo at their own cost and the Purchaser or any Association of such Purchasers that may be formed shall not change or remove the logo, so installed, under any circumstances and for all times to come.
- d. The Purchaser shall not let, sub-let, transfer, assign or part with the Purchaser(s) interest or benefit under this Agreement or part with the possession of the said Flat until all dues in respect of the Consideration payable by the Purchaser to the Developer, under this Agreement are fully paid. In the event the Purchaser chooses to transfer/ sell the said Flat before the formation of the Society/ any other Organization under this Agreement, the Purchaser shall require the prior written consent of the Developer and the Purchaser shall be liable and/or responsible to pay to the Developer assignment / facilitation charges (being pre-determined facilitation and processing charges) calculated at 3% (three per cent) of the Consideration of the



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said flat at the on-going sale value or the resale value; whichever is higher and the Purchaser shall pay the said charges without demur and not object to the same.

- e. The Developer shall be at liberty and be entitled to amend the lay-out plans, the building plans and other approvals, from time to time, to enable the developer to utilise the entire potential of the said Property/Land to effectuate the rights retained by the Developer herein;
- f. If the Floor Space Index, by whatever name or form is increased (a) in respect of the said Property/Land and/or additional construction (i.e. more than what is envisaged at present) is possible on the said Property/Land (b) on account of TDR (or in any other similar manner) available for being utilized or otherwise, then in such event, the Developer shall be entitled to construct such additional floors, wing/s as per the revised building/s plans. The Purchaser expressly consents to the same as long as the area of the said Flat is not reduced..



The Developer shall always have a right to get the benefit of additional Floor Space Index for construction from sanctioning authorities and also to make the additions, alterations, raise storeys or put up additional structures as may be permitted by sanctioning authorities and other competent authorities and such additions structures and storeys will be the property of the Developer. Till the handover of charge to the society/association of the flat purchasers and/or the execution of Deed of Conveyance in favour of the Apex Body, the Developer will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity etc. available in the said Flat to which the Purchaser shall not have right to object, and it is expressly agreed that the Developer shall be entitled to put a hoarding on the said Property or on the said Building or any part thereof including the terrace/s and the said hoardings may be illuminated or comprising neon sign and for that purpose Developer and is fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the said Building as the case may be and the Purchaser agrees not to object or dispute the same..

- h. The Developer shall be entitled to amalgamate the said Project and/or the said Land with any other project/property (whether the new property to be amalgamated is adjoining the said Land or otherwise) and the Developer alone shall be entitled to all the benefits arising out of the aforesaid amalgamation. The Purchaser has given its consent for the same and shall not be entitled to dispute the decision of the Developer in this regard nor shall object to such amalgamation. After prior intimation by the Developer, the Purchaser shall permit the Developer complete and unhindered access, ingress and egress to all areas (common or otherwise), as may be required by the Developer for amalgamation and completion of the said Project.
- i. Till the entire development of the said Land to its full development potential is completed, the Purchaser shall not interfere in any manner in any work of

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करल-२		
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development or construction and the Developer alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided and the Purchaser shall have no right or interest in the enjoyment and control of the Developer in this regard.

- j. The Purchaser is aware that the Developer will be developing the said Land in a phase manner, on such terms and conditions as the Developer may deem fit, and shall be entitled to all the benefits of Floor Space Index or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Developer may deem fit and the Developer shall be entitled to grant, offer, upon or in respect of any portion of the said Property and/or the Land, to any third party, all such rights, benefits, privileges, easements etc. including right of way, right to drain from or connect to all drains, sewers, installations and/or services in the said Property and/or the Land in such manner as may be desired by the Developer and the Purchaser expressly and irrevocably consents to the same.
- k. The Developer shall be at liberty to sell, assign, transfer, lease, mortgage or otherwise deal with its right, title and interest in the said Property and/or the said Building and or the said Land, provided that the same does not in any way materially prejudice the right of the Purchaser in respect of the said Flat.
- l. The Developer shall have the right to designate any space on the said Property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the said Building. The Developer shall also be entitled to designate any space on the said Property or the Land and/or in the terrace of the said Tower/Building to such utility provider either on leave and licence or leasehold basis for the purpose of installing power substations with a view to service the electricity requirement in the said Building.
- m. The Developer shall have the exclusive right to control advertising and signage, hoarding and all other forms of signage whatsoever within the said Property/Land till such time as the said Land together with the Building constructed thereon are transferred to the society/ company / association.
- n. The Developer shall be entitled to construct site offices/sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ leased / assigned to the society / company / association and shall continue until the said Property/ Land is fully developed.

23. The Developer hereby covenants as follows:

- a. The Developer shall endeavour to complete construction of the said Flat and hand over the quiet, vacant and peaceful possession of the said Flat to the Purchaser after obtaining the necessary approvals from the appropriate authorities, with respect to the said Flat/Tower, on or about March 2017 ("Handover

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Date"); PROVIDED THAT all amounts due and payable by the Purchaser including the amounts payable as provided in clauses 6 & 13 hereinabove, are first duly paid.

PROVIDED, HOWEVER, that the Developer shall be entitled to reasonable extension of time, being a period of 6 months over and above the said Handover Date.

PROVIDED HOWEVER that the Developer shall also be entitled to further reasonable extension of time for giving delivery of the said Flat, in case of delay on account of: -

- (i) Non availability of steel, cement, other building material, water or electric supply; and/or
- (ii) War, civil commotion or any terrorist attack/ threat; and/or
- (iii) Any notice, order, rule, notification of the Government and/or other public or local or competent authority and/or any other change in law which prevents the Developer to fulfil its obligations under this Agreement; and/or
- (iv) Any strike, lock-out, bandh or other like cause.
- (v) Act of god, which includes earthquake, cyclone, tsunami, flooding and any other natural disaster or unforeseen naturally occurring event.
- (vi) Any restrain and/or injunction and/or prohibition order of Court and/or any other judicial or quasi-judicial authority and/or any statutory authority, not attributable to any action or inaction on the part of the Developer.
- (vii) Any other force majeure event.



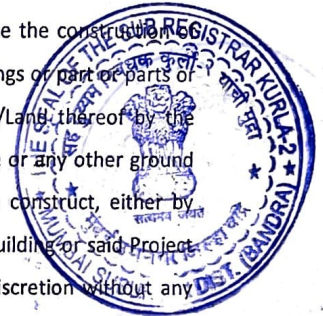
- b. The Purchaser shall take possession of the said Flat within 30 (Thirty) days of the Developer giving written notice to the Purchaser that the said Flat is ready.
- c. Subject to Clause 23 (a) as mentioned above, if the Developer fails or neglects to give possession of the said Flat to the Purchaser on or before the Handover Date as mentioned in Clause 23 (a) above, on account of reasons beyond its control and of its agents as per the provisions of Section 8 of MOFA, by the aforesaid date, then the Developer shall be liable on demand to refund to the Purchaser the amounts already received by them in respect of the said Flat with the simple interest @ 9 (nine) percent per annum from the date the Developer received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in Section 8 have been satisfied or not, will be referred to the Arbitrator/s. In addition to the interest as agreed in this clause, the Developer shall also pay to the Purchaser, an amount of Rs.1,00,000/- (Rupees One Lakh Only) as compensation. The Purchaser agree, confirm and acknowledge that the said amount of Rs 1,00,000/- constitutes a reasonable, genuine

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and agreed pre-estimate of damages that will be caused to him/her/them, and that the same shall be in the nature of liquidated damages and not penalty.

d. The Purchaser hereby also expressly agrees and covenants with the Developer that in the event the Residential Phase I of the said Project is not ready for occupation and the Developer offers license to enter upon the said Flat to the Purchaser or hands over possession of the said Flat earlier than completing the Residential Phase I of the said Project on the said Property, then and in that event, the Purchaser hereby undertakes that the Purchaser shall have no objection to the Developer completing the construction of the Residential Phase I / said Project on the said Property /Land or any other wing or building without any interference or objection. The Purchaser further confirms that he/she/they/it shall not object or dispute the construction of the said Building or other wings of said Building or other Buildings or part or parts of any other buildings to be constructed on the said Property /Land thereof by the Developer or its assigns on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Developer shall be entitled to construct, either by themselves or through any nominees, and complete the said Building or said Project on the said Property / Land as it may desire in its absolute discretion without any interference or objection or dispute by the Purchaser.



e. After the possession of the said Flat is handed over to the Purchaser, any unauthorised additions or alterations in the said Flat carried out by the Purchaser, are required to be removed by the Government, local authority or any other statutory authority, such removal/changes shall be carried out by the Purchaser at his/her/their own costs and the Developer shall not be in any manner liable or responsible for the same.

f. The Developer shall observe, perform and comply with all the terms, conditions, stipulations and restrictions, imposed by MCGM/other concerned authorities at the time of sanctioning the plan and thereafter, as stipulated in the commencement certificate for the construction of Residential Phase I of the said Project on the said Property and obtain from the appropriate authority the necessary approvals in respect of Residential Phase I, before offering possession of the said Flat to the Purchaser.

g. The said Building shall be constructed and completed in accordance with the sanctioned plans and commencement certificate as approved by MCGM/concerned authorities with such modifications thereto as may be made by the Developer as set out hereinabove. Save and except as provided herein, the Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the sanctioning authorities at

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the time of sanctioning the plans and shall, before the Developer has offered the possession of the said Flat to the Purchaser, obtain the necessary approvals from the appropriate authorities in respect of the said Flat.

- h. If within a period of 3 (three) years from the date of handing over the said Flat to the Purchaser, the Purchaser brings to the notice of the Developer any defect in the said Flat or the said Tower in which the said Flat is situated or the material used therein (wear and tear and misuse excluded) or any defects or any unauthorized change in the construction of the said Building, then wherever possible such defects or unauthorised changes (unless caused by or attributable to the Purchaser) shall be rectified by the Developer at its own cost and in case, it is not possible to rectify such defects or unauthorized changes then the Purchaser shall be entitled to receive from the Developer reasonable compensation for such defect or change.



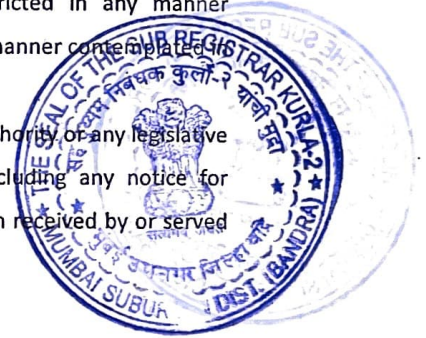
All taxes, levies, dues, cess, outgoing and/or any other charges with respect to the said Flat for a period commencing from the Developer offering the possession of the said Flat to the Purchaser shall be borne and payable by the Purchaser.

- j. The Developer is at liberty and entitled to enter into any Agreement for Sale for any other area / Flat/premises in the said Building/Project.
- k. The Developer shall provide common facilities for the said Building which shall include water pipe, drainage, electrical sub-station, electrical connection, compound walls, etc. that will be jointly used by the Purchaser of the said Flat along with the other purchasers in the said Building/Project.
24. Save and except as disclosed herein and in the disclosures made to the Purchaser, the Developer hereby represent that:
- The Developer is entitled to develop the said Property and/or the said Land and construct the said Building and is at liberty to sell on ownership basis and/or allot, dispose, transfer the said Flat or Flats and/or any other tenements and/or right in the building to be constructed on the said Property and/or enter into any package deal arrangement and agreement for the allotment or sale of flat/ flats to be constructed on the said Property and/or the Land and on such terms and conditions as the Developer may think fit;
 - Upon possession of the said Flat being delivered to the Purchaser, the Purchaser shall be entitled to use and occupy the said Flat;
 - The said Building and the said Flat are not subject to any litigation or proceedings in any Court or Tribunal, nor is there any attachment on the said Property either before or after judgment;

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- d. There is no prohibitory order under any statute or otherwise, restraining and/or restricting rights of the Developer to enter into this Agreement;
- e. The Developer has all the rights and title to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser, created herein, may be prejudicially affected;
- f. The Developer has not entered into any Agreement for Sale and/or Development or any other agreement / arrangement with any person or party with respect to the said Property /Land, including the said Building and the said Flat which will, in any manner, affect the rights of Purchaser under this Agreement;
- g. The Developer confirms that, the Developer is not restricted in any manner whatsoever from selling the said Flat to the Purchaser in the manner contemplated in this Agreement;
- h. No notice from the Government or any other local body or authority, or any legislative enactment, Government Ordinance, Order, Notification (including any notice for acquisition or requisition of the said Property /Land) has been received by or served upon the Developer in respect of the said Property /Land;



25. The Purchaser itself with the intention to bind all persons into whomsoever hands the said Flat may come, hereby covenant with the Developer as follows:-

- 25.1 To maintain the said Flat at the Purchasers' own cost in good and tenantable state of repairs and conditions from the date possession of the said Flat is taken by the Purchaser and the Purchaser shall not do or suffer to be done anything in or to the said Tower/Building or staircase or any passages therein which may be against any Rules, Regulations or Bye-laws of concerned Government or local or other authority and the Purchaser shall not change or alter or make additions in the said Flat or to the said Tower/Building or any part thereof without prior intimation to the Developer or the proposed society/Company/Association of Purchasers and/or without the prior written permission from the MCGM/concerned local authorities ;
- 25.2 Not to store or permit to be stored in the said Flat any goods or articles which are of hazardous, combustible or dangerous nature (save and except the goods or articles which are used for the commercial purpose) or are so heavy as to damage the construction or structure of the said Tower/Building in or store goods or articles which are objected to by the concerned Government, local or other authority and the Purchaser shall not keep any article in the common passages, lifts, staircases, landings, entrance lobbies, terraces or any other common areas of the said Tower/Building;
- 25.3 To carry out at their own costs all internal repairs to the said Flat and maintain the said Flat in good condition and the Purchaser shall not do or suffer to be done anything in or to the said Tower/Building or in the said Flat which may be against the Rules and Regulations and Bye-laws of the Society/Company/Association of

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Purchasers 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 or Society/Company/Association of Purchasers;

25.4 Not to demolish or cause to be demolished the said Flat or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature in or to the said Flat or any part thereof nor any alteration in the elevation, external facade and outside colour scheme of the said Tower/Building and the Purchaser shall not fix grills or projections on the exterior of the said Flat and the Purchaser shall not decorate or alter the exterior of the said Flat either by painting and/or otherwise;



25.5 To keep the sewers, drains and pipes in the said Flat and appurtenance thereto in good tenable repairs and condition and in particular, support shelter and protect the other parts of the said Tower/Building and the Purchaser shall not chisel or in any other manner damage columns, beams, walls, slabs or R.C.C. Partis or other structural members in the said Flat without the prior written permission of the Developer of the society;

25.6 The Purchaser/s shall not carry out any structural alterations, of whatsoever nature, in the said Flat. It is hereby agreed that the Purchaser/s shall not make any alterations in any of the sewers, drains, fittings, pipes, water supply connections or any of the erections in the bathroom which may result in seepage of the water. If any of such works are carried out without the written consent of the Developer, the defect liability shall automatically become void. In case such works are carried out without consent and/or affect any other flat, the Purchaser/s shall be liable for damages and costs of repair. The Purchaser has been cautioned that consistent hammering and/or carrying out any work which shall cause loosening of bonds within the steel and concrete structure, can prove dangerous and harmful to the Building as a whole and is expressly prohibited from carrying out any such works without consent of the Developer;

25.7 Not to affix air conditioner/s at any other place other than those earmarked for fixing such Flats so as not to affect the structure, façade and/or elevation of the said Tower/Building in any manner whatsoever;

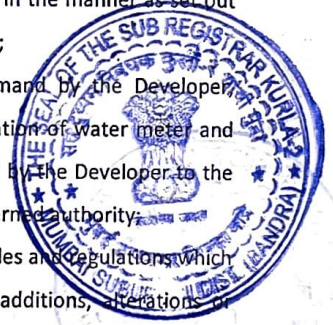
25.8 Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Flat/Tower/Building in any manner whatsoever;

25.9 Not to cover/enclose the passages, balcony (dry or otherwise), flower beds, deck, terraces and other areas, if any, forming part of the said Flat without the previous written permission of the Developer and / or the proposed society / Association and of the Municipal and other concerned authorities;

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करल-२		
११५४६	३९	११०
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- 25.10 Not to do or permit to be done any act or thing which may render void or violable any insurance of the said Property and the building in which the said Flat is situated or any part thereof or whereby an increased premium shall become payable in respect of the insurance.
- 25.11 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Property and the said Building;
- 25.12 Not to obstruct the development work of the Developer for any reason and in any way;
- 25.13 All taxes, dues, cess, outgoings due and payable shall be in the manner as set out hereinabove shall be borne and payable by the Purchaser;
- 25.14 The Purchaser shall, within fourteen (14) days of demand by the Developer deposit his/her proportionate share towards the installation of water meter and electric cable meter and/or any other deposit to be paid by the Developer to the local authority or body concerned and/or any other concerned authority;
- 25.15 The Purchaser shall abide, observe and perform all the rules and regulations which the proposed society may adopt at its inception and additions, amendments, amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Flat therein and for observance and performance of the Building Rules, Regulations and Bye-laws for the time being in force of the concerned local authority and of Government and other public bodies and authorities. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the proposed society regarding the occupation and use of the Flat in the said Tower/ Building on the said Property and the Purchaser shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings;
- 25.16 The Purchaser shall also sign and execute such forms and applications as may be required or called upon by the Developer to form a co-operative housing society under the provisions of the Maharashtra Co-operative Society Act, 1960 or a company registered and incorporated under the provisions of the Companies Act, 1956 or an association formed under the provisions of Maharashtra Apartment Ownership Act, 1970 and the Rules made thereunder as stated herein and/or admit and enrol the Purchaser as the member of the society/ company/ association as may be formed with respect to the flat purchasers in said Building;
- 25.17 The Purchaser shall permit the Developer and their Architects, surveyors and agents with or without workmen and others upon the reasonable notice given by the Developer to the Purchaser, to enter upon the said Flat or any part of the said Building for the purpose to view and examine the state and condition thereof and execute any works required therein;
- 25.18 The Purchaser shall be liable and hereby expressly agrees to bear and pay all existing and future Service Tax, VAT, GST and / or other taxes and charges and / or



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करल-२		
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levies that may be imposed if any, whether payable in the first instance or otherwise, and all increases therein which are / may be levied or imposed by the concerned local authorities and / or Government and / or Public Bodies or Authorities.

25.19 The Purchaser is aware and acknowledges that the Developer is entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the Dwellings, floor area, Flats, Apartments, Garages, terraces, etc. comprised in the said Building to be constructed by the Developer on the said Land and the Purchaser undertakes that he/she/it shall not be entitled to raise any objection with respect to the same.

25.20 The Purchaser shall not at any time do any work in the said Flat, which would jeopardize the soundness or safety of the said Tower/Building or prejudicially affect the same.



25.21 In the event of the Developer carrying out any work of additions and/or alterations, as per the instructions of the Purchaser/s, to keep the Developer harmless and indemnified from all any actions if taken by any person or authority of incidental thereto. The Developer shall not be bound to obtain completion/occupation certificate as per such additions and alterations which work shall be done by the Purchaser/s at his/her/their own cost and risk.

25.22 To use the passenger lifts in the said building for the period and in accordance with the Rules and Regulations framed by the Developer or the Society/Condominium/Company/Association, from time to time. The Purchaser shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the said Building/Tower including the said Flat.

25.23 To pay all amounts agreed or liable to be paid by the Purchaser pursuant to this Agreement for Sale and to observe and perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement for Sale (and on the part of the Purchaser to be paid observed and performed) as far as the same are required to be paid observed and performed by the Purchaser and shall keep the Developers indemnified against all actions suits and proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on the Developers by reason of non-payment non-observance and/or non-performance thereof;

25.24 Irrespective of a dispute, if any, arising between the Developer and the Purchaser and/or the said Society all amounts, contribution and deposits including amounts payable by the Purchaser to the Developer under this Agreement shall always be paid punctually to the Developer and shall not be withheld by the Purchaser for any reasons whatsoever;

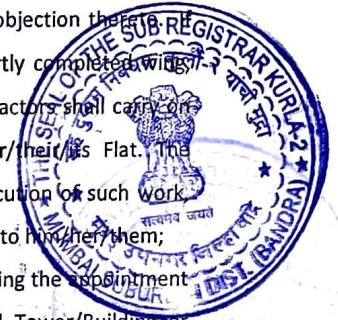
25.25 The Developer shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the lease, license or other use of the unsold premises in

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करल-२		
११५४६	३१	११०
२०१६		

the said Tower/Building but the Purchaser will pay all such charges without any dispute;

- 25.26 The open spaces, common entrances, common passages, ducts, refuge areas, lobbies, staircases, lifts in the said Tower/Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Purchaser shall not use or permit the use of common passages, ducts, refuge areas, open spaces, lobbies, and staircases in the said Tower/Building for storage or for use by servants at any time.
- 25.27 The Developer may complete any wing, part, portion or floor of said Tower/ Building and obtain part OC/s and give possession of the Said Flat to the Purchaser hereof and the Purchaser shall not be entitled to raise any objection thereto. If the Purchaser take/s possession of the Said Flat in such partly completed wing, part or portion or floor, the Developer or its agents or contractors shall carry on the remaining work with the Purchaser occupying his/her/his/its Flat. The Purchaser shall not object to, protest or obstruct in the execution of such work even though the same may cause any nuisance or disturbance to him/her/them;
- 25.28 The Purchaser agrees that it shall not raise any dispute regarding the appointment of any maintenance agency by the Developer for the said Tower/Building or towards the maintenance charges determined by such agency. It is agreed and understood by the Purchaser that the cost of maintenance of the said Tower/Building shall be borne and paid by the Purchaser/s alone;
- 25.29 The Purchasers shall not display at any place in the said Flat/ Tower/Building, any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser shall not stick or affix pamphlets, posters or any paper on the walls of the said Building/Tower or common areas therein or in any other place or on the window, doors and corridors of the said Building/Tower.
26. On completion of the full development of the said Land and all Flats and other premises in the said Building/Project constructed on the said Land have been sold and disposed of and the entire dues have been received by the Developer, as provided in this Agreement, the Developer shall, at its discretion, be entitled to form such number of societies/condominium/company and/or its respective independent association/committee for the purpose of management and administrative convenience form, of all the purchasers of the premises/Flats in the said Building.
27. The Purchaser/s is/are aware that the Developer is developing the said Property , by construction of residential building/s thereon and allotment of the premises therein on ownership basis or otherwise, it is agreed that for convenience, administrative or otherwise, the Developer would be entitled to:
- (i) form an Apex Body in the form of a Federation or an Association for the management, maintenance and otherwise control and regulation of the affairs of



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करल-२		
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all the building/s and / or towers, as may be permissible and conveniently possible;

- (ii) Till the formation of the Apex Body, Adhoc Committee/s shall be formed by the Developer for the management, maintenance and otherwise control or regulation of the affairs of the respective towers/building comprised in the said Property and/or the said Land;
- (iii) To form an Apex Body constituted and represented by all the Condominiums and/or Adhoc Committees as may be formed and also represented by the nominees of the management of the club house/swimming pool, etc.. Such Apex Body shall be for the maintenance, management and otherwise control or regulation of the affairs of the common areas and facilities appertaining to the said Property /Land (which includes the common internal roads, street lighting, common garden or recreation or playground, sewage treatment plant, electric sub-station and such other amenities which will serve all the Phases comprised in the said Land) which will form part of the scheme of the development for the said Land/Project.



28. The Purchaser along with the purchasers of the other premises shall join in the formation and registration of the society/ company/ association and for this purpose, the Purchaser shall sign and execute the application for registration and/or membership and all the necessary applications, documents and other papers and writings, and duly fill in, sign and return to the Developer, as the case may be, within 14 (fourteen) days of the same being forwarded by the Developer to the Purchaser, so as to enable the Developer, to register the society/ company/ association under Section 10 of MOFA within the time limit prescribed by rule A of the Maharashtra Ownership Flats (Regulation of the promotion of construction, Sale, Management and Transfer) Rule, 1964. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws as may be required by the Developer or the Registrar of Co-operative Societies or the Registrar of the Companies or any other Competent Authority.

29. Only upon the completion of the full development of the said Property / Land or part thereof subject to obtaining permission/approvals and the exploitation of the full development potential of the said Property or the said Land by the Developer, the Developer shall execute the necessary transfer document in respect of the said Property or the Land together with the Building thereon. The transfer document shall identify the FSI utilized to construct the buildings and the transfer document shall be restricted only to the extent of such FSI and not to the balance and/or future FSI (which shall continue to remain vested in the Developer as per this Agreement).

30. The Developer intends to convey the said Land in favour of the Apex Society formed by all the purchasers/ societies/associations/companies of the said Building and for this purpose sign and execute all deeds, documents and things, as maybe necessary, from time to time.

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करल-२		
११५४६	३३	११०
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In the event, any of the premises in the said Building/Tower are unsold at the time of formation and registration of the society/company/association, then the Developer may retain such unsold premises as the owner thereof, without any liability to the society/company/association

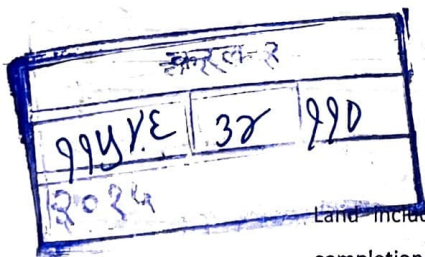
31. It is expressly agreed that the said Apex Society/Society/company/association will maintain the street lighting, common water tanks and water pipe lines and water connections and all other common services, benefits, facilities and advantages and will also maintain the recreation ground, etc. and it is hereby expressly agreed and confirmed between the parties that all such general facilities shall be for the use of the purchasers of the premises in the said Building/Tower and the Purchaser shall pay proportionate share thereof. The proportionate share payable by the Purchaser to the Developer/the said Society as may be determined by the Developer, shall be final and binding on the said Society and the Purchaser. With an intent to achieve the aforesaid purpose, the Developer may appoint a "Facility Management Company" (as defined hereunder) for maintenance of the common areas as aforesaid and the Society/Company/Association and the Purchaser shall co-operate with such Facility Management Company in the manner specified hereinafter.



32. Pending the formation of the Society/Company/Association and the Apex Society, the occupants/purchasers of the said Building shall be liable to pay for the maintenance, repair and renovation of the gardens, internal roads, electric sub-station, drainage line, electric cables, common water pipeline, lights on the street or any other common facilities to be used and enjoyed by the occupants of the Said Building as determined by the Facility Management Company appointed by the Developer. The liability to maintain, repair, renovate, reconstruct or re-build on the said Property, the common facilities as mentioned herein shall arise from the date the Purchaser is/are offered possession of the said Flat. Thereafter, the Developer will not be liable to repair, maintain, renovate, reconstruct or re-build the said common facilities. It is further agreed by the Purchaser that until completion of entire Project as envisaged herein above, the entire administration, maintenance of common areas, common facilities and utilities shall be taken care of by the Developer or by its nominee Company (hereinafter referred to as "Facility Management Company"). The Purchaser shall pay either to Developer or the Facility Management Company, adhoc monthly maintenance towards their proportionate share as specified in this Agreement. In the event the Developer desire and if individual assessments/billings are done by the municipal corporation and/or any other utility/service provider such as electricity/gas etc., then the Purchaser shall directly bear and pay the same in respect of the said Flat/car parking spaces.

33. It is agreed by the Purchasers that the said Facility Management Company shall be entrusted with the work of the entire administration and maintenance of both, the said Building as well as the towers proposed to be constructed on the said Property or the said

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Land including *interalia* all the common areas, common facilities and utilities until completion of the Project as envisaged herein;

34. All the development potential of the said Property and/or the Land including the existing and future FSI and/or TDR to arise in any manner whatsoever shall always stand vested in the Developer and the Developer shall always be entitled to utilize and exploit the same on the said Property or the said Land or any part thereof and/or upon the buildings constructed thereupon in such manner as it deems fit, until the execution of the transfer documents/Deed of Conveyance.

35. The Purchaser shall observe and perform all the rules and regulations and bye-laws of the society /company/ association on its formation and any amendments thereof that may be made from time to time for protection and maintenance of the building/s standing on the said Property and the premises therein and for the performance and observance of building rules, regulations and bye- laws for the time being of the concerned local authority, government or public bodies. The Purchaser shall also observe and perform all the terms and stipulations laid down by the society/company/ association regarding occupation and use of the said Flat and shall pay outgoing in accordance with the terms of this Agreement.



36. The rights of the Purchaser shall be confined only to the said Flat. The conferment of right in respect of the said Property /the Land and the said Building in favour of the said society /company/ association or the apex body as the case may be shall take place only on the execution of the transfer documents.

37. It is hereby agreed that till the execution of the transfer document/Deed of Conveyance in favour of the society/ company/ association/apex body, the Developer shall have full right and authority to develop the said Property/ Land and use the entire balance FSI as also additional FSI that may be obtained as and by way of TDR and/or under the other provisions of the Development Control Regulations and the Purchaser and/or the organization of the flat purchasers to be formed and registered, shall have no right of any nature, whatsoever, in respect thereof.

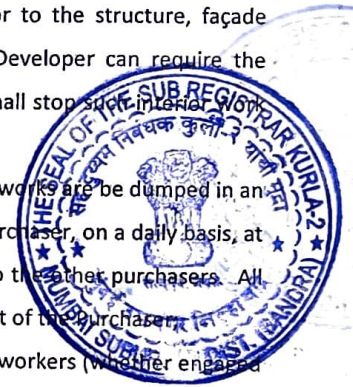
38. It is hereby agreed that at the time of assignment/conveyance in favour of the said society/ company/ association, the Purchaser and/or the said society/ company/ association shall pay to the Developer any refundable deposits paid by the Developer in respect of the said Flat/Building and the infrastructure for the said Building/Project;

39. The Developer alone shall be entitled to claim and receive compensation from any portion of the land/building/s that may be notified for setback prior to the final Transfer in favour of the body of Flat Purchaser/s/Apex Body.

करल-३		
११५४	३५	११०
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40. The Developer and the Purchaser also agree to the following: -

- (i) If, after the date on which the Purchaser has/have taken possession of the Said Flat, any damage (not due to defect in construction as envisaged under Section 7(2) of the Act) of whatsoever nature is caused to the said Flat, neither the Developer nor their contractor(s) will be held responsible for the cost of reinstating or repairing the same and that Purchaser/s alone will be responsible for the same;
- (ii) Prior to carrying out the interior works in the said Flat, the Purchaser shall give to the Developer in writing, the details of the nature of interior works to be carried out and shall obtain written permission from the Developer in respect thereof;
- (iii) The Developer shall be entitled to inspect all interior works carried out by the Purchaser. In the event the Developer finds that the nature of interior work being executed by the Purchaser is harmful to the said Flat or to the structure, façade and/or elevation of the said Building/Tower then, the Developer can require the Purchaser to stop such interior work and the Purchaser shall stop such work at once, without raising any dispute;
- (iv) The Purchaser will ensure that the debris from the interior works are be dumped in an area earmarked for the same and will be cleared by the Purchaser, on a daily basis, at no cost to the Developer and no nuisance or annoyance to the other purchasers. All costs and consequences in this regard will be to the account of the purchaser;
- (v) The Purchaser will further ensure that the contractors and workers (whether engaged by the Purchaser) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the free flow of waste water, thus resulting in perennial choking and leakage in the said Flat or the said Building;
- (vi) The Purchaser/s shall ensure that the contractors and workers, do not use or spoil the toilets in the said Flat or in the said Building/Tower and use only the toilets earmarked by the Developer for this purpose;
- (vii) All materials brought into the said Flat or the said Building or on the said Land for carrying out interior works will be at the sole cost, safety, security and consequence of the Purchaser and that the Developer will not be held responsible for any loss/theft/damage to the same;
- (viii) If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Purchaser/s at his/her/their/its own cost, and that the Developer will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Purchaser/s alone;
- (ix) During the execution of interior works, if any of the Purchaser's contractor / workmen / agents / representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen / agents / representatives will be removed forthwith and



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will not be allowed to re-enter the said Flat, the said Building/Project. Further, the Purchaser shall be responsible for acts of such persons;

- (x) The Purchaser shall extend full cooperation to the Developer, their agents, contractors to ensure good governance of such works.
- (xi) The Purchaser shall ensure that common passages/walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter;

41. Nothing contained in this Agreement is intended to be nor shall be construed or claimed by the Purchaser as a grant, demise or assignment in law of the building or any part/s thereof and/or of the said Property or any part thereof. The Purchaser shall have no claim in respect of the open spaces, lobbies, stair-cases, terraces, recreation space etc., that will remain in the possession of the Developer. All development rights with respect to the same shall remain with the Developer.



Until the formation and registration of the co-operative society/ company/ association as herein mentioned and execution of the conveyance in favour the Apex Body, the Developer, shall have full right, if so permitted by the concerned authorities, to make additions to the said Building/Tower and such additions (additional construction) shall be the property of the Developer. The Developer shall be entitled to dispose of such additional constructed area (including additional floors) in such manner as they may deem fit. All such additional construction shall be carried out in accordance with and in conformity with the building plans as may be approved by the concerned authorities from time to time.

43. Till the execution of the conveyance in favour of the Apex Body, the terrace/s on the said Building/Tower shall belong to the Developer and the Developer shall be entitled to deal with and/or dispose of the same in such a manner as the Developer may deem fit. In that event, the Developer shall be entitled to allow use of such entire terrace/s to the purchaser/s of such premises constructed on the terrace/s and the terrace/s shall be in exclusive possession of the purchaser/s of such premises to be constructed on the terrace.. The purchaser/ society / association/ company /Apex Body of the building may be provided a separate access to the terrace/s for the check-up and maintenance of the water tank and/or such common facility at all reasonable time and/or during such times as may be mutually agreed upon by the Purchaser of such premises on the terrace/s of the building.

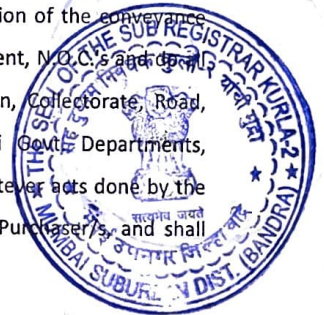
44. It is hereby expressly agreed and provided that so long as it does not in any way effect or prejudice the rights hereunder granted in favour of the Purchaser in respect of the Said Flat, the Developer shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of their right, title or interest in respect of the said Land or any part thereof.. The Developer shall always be entitled to sign undertakings and indemnities on behalf of the

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Purchaser as required by any authority of the State or Central Government or competent authorities under any law concerning authorities of buildings or implementation of the scheme for the development of the said Property.

45. Any delay tolerated or indulgence shown by the Developer in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Developer shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser, nor shall the same in any manner prejudice, limit or affect the rights of the Developer.
46. The Purchaser/s hereby irrevocably consent/s, authorise/s the Developers to represent him/her/them in all matters regarding property tax assessment and reassessment before the Appropriate Authorities and the decisions taken by the Developer in this regard shall be binding on the Purchaser/s. The Developer may till the execution of the conveyance represent the Purchaser/s and his/her/their interest and give consent, N.O.C.s and other necessary things in all departments of the Municipal Corporation, Collectorate, Road, Water, Building tax assessment departments, Govt. and Semi Govt. Departments, M.S.E.B., U.L.C. Officials etc. on behalf of the Purchaser/s and whatever acts done by the Developer on behalf of the Purchaser/s shall be binding on the Purchaser/s and shall stand ratified and confirmed by the Purchaser/s.
47. All costs, charges and expenses in connection with the formation of the Society/Apex Body, as well as the costs, charges and expenses of preparing engrossing stamping and registering this and all other agreements, covenants, deeds or any other documents required to be executed by the Developer and/or the Purchaser, out of pocket expenses and all costs, charges and expenses arising out of or under these presents as well as the entire professional cost of the Advocates or Solicitors for the Developer including preparing and approving all such documents shall be borne and paid by the purchasers of the premises proportionately. The Developer shall not contribute anything towards such expenses.
48. The said Residential Building (in which the said Flat is situate) shall always be known by the name "EMERALD ISLE" or by such name as the Developer may decide and such name shall not be changed at any time in future without the prior written permission of the Developer and even after the deed of conveyance or lease or other appropriate deeds and documents are executed in favour of the organization of the purchasers. The covenant contained in this clause shall be binding upon the Purchaser/s and his/her/their/ its successors-in-interest and assigns.
49. It is hereby made clear that furniture lay-out, colour scheme, elevation treatment, trees, garden, lawns etc. shown on the pamphlet, advertisement brochures, publicity materials, advertisement models, etc., do not constitute and are not meant or intended to be any



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representations or assurances. It is therefore clearly understood and agreed by the Purchaser that the said Flat being purchased under this Agreement shall have the amenities, fixtures and fittings only as per the specifications provided in Annexure J and that the furniture, fixture, fittings, electrical and electronic gadgets etc. as are displayed in the sample flat have been placed there for illustrative purposes only.

50. The Purchaser agrees and undertakes to use the said Flat for residential use only and the said car parking space/s, to be allotted, shall be used for car park purposes only. The said covenant shall be binding on any future transferee/s of the said Flat;

51. The Purchaser shall, bear all, costs and expenses towards the Stamp Duty and the Registration Charges and admit execution of this Agreement for registration with the Registrar of Assurances and shall execute all other necessary deeds and documents, and do all other acts, deeds, matters and things as may be and if required, to perfect the sale and transfer of the said Flat in the manner contemplated under this Agreement.



52. This Agreement shall be executed in duplicate and it is admitted and accepted by the parties hereto that both are original. The original Agreement franked with full stamp duty payable in accordance with the Bombay Stamp Act, 1958, shall be lodged by the Purchaser for registration with the relevant Sub-Registrar of Assurances as required under the said Act and the duplicate shall be retained by the Developer. The Purchaser shall present this Agreement at the proper registration office for registration within the time limit prescribed by MOFA and The Registration Act, 1908 and intimate to the Developer the Serial Number under which this Agreement is lodged for registration and thereupon the Developer shall remain present to admit execution thereof before the Sub-Registrar.

53. The Purchaser/s has/have got the marketable value of the said Flat for the purposes of stamp duty duly assessed and therefore the Purchaser/s alone shall be responsible and liable for any penalty, interest, fine or other consequences if any arising therefrom. The Purchaser/s has/have paid the stamp duty as per article 25 (d) (1)(B) of The Bombay Stamp Act, 1958.

54. This Agreement shall not be altered, modified or supplemented except with the prior written approval of the Parties, and all such alterations, modifications and supplemental writings shall be effective, valid and binding only if the same are recorded in writing and executed by the Parties herein.

55. (i) Unless otherwise notified, in writing with acknowledgement due, the address for notice/correspondence to either of the parties hereto shall be as hereunder:-

DEVELOPER:

LARSEN & TOUBRO LTD. (Registered Office)

Handwritten signature

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L & T House, N.M.Marg, Ballard Estate, Mumbai 400001

LARSEN & TOUBRO LTD. (Site Office)

Emerald Isle, Adjacent to L&T Business Park, Saki Vihar Road, Powai, Mumbai 400072.

PURCHASER:

Mr/Mrs/M/s. Express Food Services
526, Asya Nagar, Near Vishwanath Cinema
Surai Ganj, Itarsi, Madhya Pradesh - 461111

Handwritten signature and initials.

(ii) All notices shall be in writing by registered mail acknowledgment due and/or by facsimile followed by a confirmation email to the Purchaser/s or his/her nominee.

(iii) In the event the Purchaser changes its aforesaid address as mentioned herein, he/she/they/it shall intimate the same to the Developer and thereafter all the notices and communications as mentioned above shall be addressed to the changed (new) address.



56. In the event, if any disputes, differences of opinion, controversies or question arises between the parties hereto in respect of this Agreement or the subject matter of interpretation of the clauses hereof or as to the rights, liabilities and obligations of the parties herein or the persons claiming through the parties herein, then any party may deliver to the other party a notice of dispute in writing adequately identifying and providing details of the dispute (referred to as the "Notice of Dispute"). The authorized representatives of the parties shall co-operate and negotiate in good faith, and attempt to amicably resolve the dispute.

57. If either party believes that such representatives cannot resolve the dispute, and negotiations between the parties hereto fail, then the same shall be referred to Arbitration as per the Arbitration & Conciliation Act 1996 or any re-enactment thereof. The award of such Arbitration shall be final and binding on the parties hereto and shall not be subject to appeal. The Arbitration shall take place in Mumbai, and shall be conducted in the English language.

58. This Agreement and the rights and duties of the Parties arising out of this Agreement shall be governed by and construed in accordance with the laws of India and the Courts of Mumbai shall have exclusive jurisdiction for all disputes arising under this Agreement.

59. For the purpose of this transaction, the details of the PAN of the Developer and the Purchaser/s are as follows:

- (i) Developer's PAN AAACLO140P
- (ii) Purchaser's PAN AABFE1149D

Handwritten signature and initials.

Handwritten signature and initials.

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60. This Agreement constitutes the whole agreement and understanding between the Parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, letters, writings, allotment, brochures and/or any other documents entered into including undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

61. The Purchaser represents and confirms that it has read the terms and conditions of this Agreement and has understood his/her obligations, liabilities and limitations as set forth herein and has neither relied upon nor been influenced by any marketing brochures, e-mails, advertisements, representations of any nature whatsoever whether written or oral.

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

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

(The description of the said Larger land)

All that piece or parcel of land or ground bearing City Survey No. 117-A, 117A/1 and 117-B (Old Survey No. 50) ad measuring 1,35,268.50 sq.mtrs. in the Village of Tungwa, Taluka Kurla in the registration district and sub-district of Mumbai city and Mumbai Suburban and bounded as under:

- On or towards the NORTH by : Jogeshwari-Vikhroli Link Road
- On or towards the SOUTH by : CTS Nos. 119 G/1B, 119 F/1A/1
- On or towards the EAST by : CTS Nos. 117- C, 118, 119 and 119/ D/ 2
- On or towards WEST by : Saki Vihar Road

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

(The description of the said Property)

All that piece and parcel of land or ground, lying and being a demarcated part admeasuring 37062.36 sq. mtrs. of plot bearing City Survey nos. 117-A (Part) & and 117-B (Part) of Village of Tungwa in Powai Estate, Saki Vihar Road, Taluka Kurla, within the Registration District and Sub-District of Mumbai City and Mumbai Suburban and which is bounded as follows:

- On or towards NORTH by : Partly by L&T Business Park and partly by D.P. Road for Jogeshwari-Vikhroli Link Road.
- On or towards SOUTH by : L&T Ltd. Factory (EBG) on CTS No. 117 -A (Part)
- On or towards EAST by : CTS Nos. 117- C, 118, 119 and 119/ D/ 2
- On or towards WEST by : Partly along L&T Business Park on CTS No. 117 - B and partly by Saki Vihar Road.

[Handwritten signature]

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THE THIRD SCHEUDLE HEREINABOVE REFERRED TO:

(The description of the said Flat)

Flat bearing No. 2202 admeasuring 108.05 sq. mtrs. carpet area i.e. approximately 1163.05 square feet (including balcony/ies) on the 22nd floor in Tower T6 of the said Building in the project known as "EMERALD ISLE" (Annexure H).

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SIGNED AND DELIVERED)

By the withinamed Developer,)

LARSEN & TOUBRO LTD.)

by its authorised signatory)

Mr. U. C. Rath)

Authorised under Board resolution)

dated February 13, 2014)

In the presence of.....)

Deepak Khimre

[Signature]

SIGNED AND DELIVERED BY THE)

within named PURCHASER/S)

Mr. / Mts. / M/s. Express Food)
Services through Partner)

Mr. Shivraj Kant Pardey)

In the presence of.....)

Upendra Pardey

[Signature]



M/s. Express Food Services
[Signature]
 Partner

