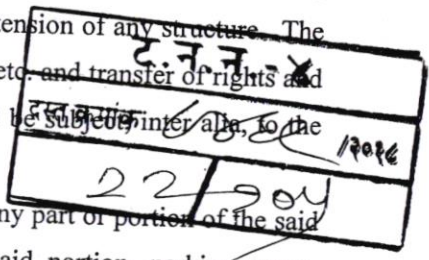
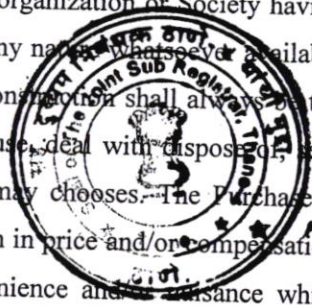


24. The Purchaser/s hereby confirms having granted his/her/their irrevocable power and consent to the Promoters and agrees: -

- a) The Development/re-development of the said property is under a layout scheme/project as sanctioned or to be sanctioned hereafter with such modification, amendments etc. as may be permitted by the concerned development authority including Mira- Bhaindar Municipal Corporation.
- b) that the Promoters alone shall be entitled at all time to all FSI in respect of the said property whether available at present or in future including the balance FSI, the additional FSI available under the Rules and regulations of the Concerned Authorities from time to time and/or by any special concession, modification of present Rules and Regulations granting FSI available in lieu of the road widening, set back, reservation or by way of Transfer of Development Rights (TDR) or otherwise howsoever.
- c) that under no circumstances the Purchaser/s and/or Society or other common organization will be entitled to any FSI in respect of the said property nor shall they have any right to consume the same in any manner whatsoever.
- d) that the Promoters shall be entitled to develop the said property fully by constructing and/or making additions in the said building and/or by constructing additional floors/ structures so as to avail of the full FSI permissible at present or in future on the said property inclusive for staircase, lift, passage, by way of purchase of floating FSI, TDR, free FSI which may be available on the said property or acquired otherwise howsoever and including putting up any "additional construction" as mentioned above and on Promoters selling the same and appropriating to themselves the entire sale proceeds thereof without the Purchaser/s or other acquirers of other premises in such building/wing and/or their common organization or Society having any claim thereto or to any part thereof. The FSI of any nature whatsoever available at present or in future and further and/or additional construction shall always be the property of the Promoters who shall be at liberty to use, deal with, dispose, sell, transfer etc. the same in the manner the Promoters may chooses. The Purchaser/s agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and nuisance while putting up such additional construction mentioned above. The Promoters shall be entitled to consume such FSI by raising floor or floors on the said building/wing and/or putting additional structures and/or by way of extension of any structure. The document vesting the title of the said property, building etc. and transfer of rights and benefits of the Promoters as hereinafter mentioned shall be subject, inter alia, to the aforesaid reservation.
- e) that the Promoters alone shall be entitled to sell any part or portion of the said building including the open terrace/s or part of the said portion, parking space, basement/stilt/podium/open car parking covered or otherwise, open space including




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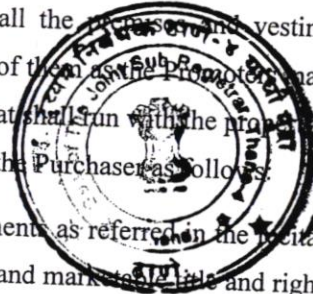
for use as a bank, offices, shops, nursing home, restaurant, hotel, garden, display of advertisements, as may be permissible or ultimately may be permitted by the authorities concerned.

- f) that the Promoters shall be entitled to deal with and dispose of the Basement storage space or any part or portion thereof in such manner and on such terms and conditions, as it may deem fit and proper and the Purchaser/s independently or jointly with other Purchasers and/or with Society/Association/Organization etc., shall neither object/dispute to the same nor challenge the rights of the Purchasers/Allottees thereof;
- g) to admit without any objection the persons who are allotted flats/premises/units/shops etc. by the Promoters as members of the proposed society and/or as members of the society in the event the society is registered before all including flats of extended/ annexed buildings are sold by the Promoters.
- h) not to raise any objection or interfere with Promoters rights reserved hereunder.
- i) to execute, any further or other writing, documents, consents etc. as required by the Promoters for carrying out the terms hereof and intentions of the parties hereto.
- j) to do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications which the Promoters in their absolute discretion deem fit for putting into complete effect the provisions of this Agreement.

The aforesaid consent, authority and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said premises is handed over to the Purchaser/s and/or possession of the said building is handed over to the society of the Purchaser/s of all the above said vesting document is executed. The aforesaid covenants or such of them as the Promoters may deem fit will be incorporated in the vesting document that shall run with the property.

25. The Promoters hereby represent and warrants to the Purchaser as follows:

- (i) The Promoters by virtue of and under the documents as referred on the title they are the Owners of the property have absolute, clear and marketable title and right to carry out development on the said property are in actual, physical and legal possession of the said property for the Project;
- (ii) The Promoters have lawful right and requisite approvals so far obtained from the Competent Authorities to carry out development of the Project;
- (iii) There are presently no encumbrances upon the said property of the Project;
- (iv) There are no litigations pending before any Court of Law with respect to the said property, project or the premises so allotted or the premises/flat.
- (v) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, said property and the Flat so far issued are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have



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been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Building and Flat and common areas;

(vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

(vii) The Promoters confirm that it is so far not restricted in any manner whatsoever from selling the said Flat to the Purchaser in the manner contemplated in this Agreement;

(viii) At the time of execution of the Conveyance Deed, the Promoters shall handover or cause to be handed over lawful, vacant, peaceful, physical possession of the common areas to the organization of the Purchasers;

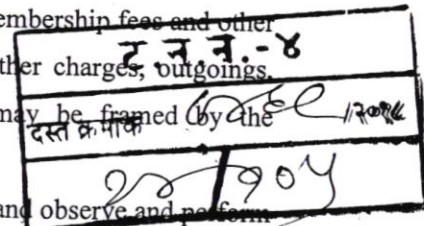
(ix) The Promoters have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, penalties and other outgoings, whatsoever, payable with respect to the said project to the Competent Authorities up to date of possession of the said premises.

(x) So far no notice from the Government or any other local body or authority or any legislative enactment, government, ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoters in respect of the said property and/or Project.

26a. The Promoters hereby represent that as proposed in the said layout plan/scheme/project, the Promoters as extra additional facility are constructing a Club house/Gym in the said building or any other buildings as may be decided by the Promoters and as may be permitted by the Concerned Authorities. The Promoters shall cause construction of the said club House/gym only after the completion of all the buildings in the layout scheme/project. The construction of the Club House/gym will be carried out as per the specification and designs approved to be approved by the Concerned Development Authority.

26b. On the construction of the said Club House/Gym and on the Promoters disposing of all the premises/units etc. in all the buildings/wings as proposed in the said layout scheme/project, the said Club House/gym shall be put in operation for use by members including such of the Purchasers of premises in the said buildings, on such terms and conditions and subject to levy of such fees/membership fees and other deposits and subject to such undertaking for payment of other charges, outgoings, maintenance charges, electricity charges, taxes, etc. as may be framed by the Promoters from time to time.

26c. The Purchaser hereby agrees and undertakes to abide and observe and perform all the rules, regulations etc. as may be framed by the Promoters for use of the said club house and the same shall be framed at the time of putting the said club house in operation. The Purchaser hereby further agrees and undertakes to bear and pay all the



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outgoings, maintenance charges, repairs, renovation, instruments, articles and other accessories and amenities as may be provided in such club house in such proportion and manner as may be decided by the Promoters.

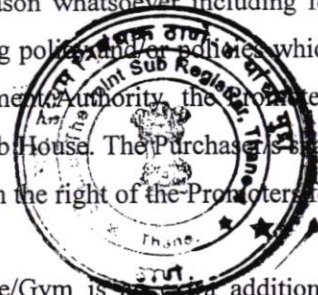
26d. On the Society/Organization as stated hereinafter being formed and registered under the concerned statutes, the Promoters shall decide the quantum and manner for payment of such amounts deposits, etc. with the consultation of such society/organization. The Purchaser shall not object dispute or interfere with right of the Promoters and/or society/organization on being formed and registered.

26e. It is further understood between the parties hereto that the Promoters may at their sole option and discretion allow operation of said club house/Gymnasium and permit Purchaser to use the same along with other Purchaser even if the Promoters have not sold and allotted all the premises/units in the buildings/wings, however in such events the Purchaser shall along with the other Purchaser of premises bear and pay all such outgoings, maintenance charges, deposits, taxes etc. in such manner and proportion as the Promoters may decide. The Promoters shall not be held liable or responsible for payment of any such amount of outgoings, maintenance charges etc. in respect of unsold premises and/or premises in the building under construction/ proposed construction.

26f. In the event of the Purchaser failing to pay such amounts or amount deposits etc. the Promoters shall be entitled to cancel and terminate such membership of the Purchaser irrespective of the fact that the Purchaser have paid the amounts mentioned in sub clause (7) hereinabove.

26g. If for any reason providing Club House as proposed in the Layout Scheme/Plan is not viable and/or feasible for any reason whatsoever including for financial reasons and/or due to any rules of the existing policies and/or orders which may hereafter announced by the Concerned Development Authority, the Promoters shall not be liable to provide and construct the said Club House. The Purchaser shall not be entitled to raise any dispute, object to or question the right of the Promoters for providing and/or not providing the said Club House.

26h. Since the Provisions for the said Club House/Gym is an extra additional facility due to the efforts on the part of the Promoters, the Promoters shall be entitled at their option to offer and provide facility of the Club House and its membership on such terms and conditions as they may desire. However the same shall be subject to the rules and regulations as may be permitted for use, operation and conduct of the said Club House. Neither the Purchaser nor the Society/ Organization shall be entitled to claim or demand any premium or otherwise. (Save and except membership fees and proportionate outgoings, maintenance charges, nor shall object or dispute to the same).



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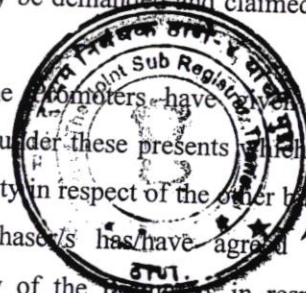
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26i. The Promoters hereby represent that for the purpose of smooth operation, maintenance and various affairs in respect of the facilities of Club House, Gymnasium, they proposed to either retain the management and administration of the said facilities either with themselves or may appoint any other person or persons on such terms and conditions as the Promoters may decide and deem fit and look after and administer the various affairs of the said facilities. The Purchaser herein independently and jointly with other purchasers of premises in the said building shall not dispute or challenge the right of the Promoters and their said agency and hereby agrees and undertakes to bear, pay and deposit membership fee, monthly outgoings, maintenance charges, etc. Neither the Purchaser herein along with other purchasers of premises in the said building and/or with the purchasers of premises in other buildings or their association, organization or society on being formed and registered, shall claim any right of whatsoever nature in respect of the said facilities nor shall challenge or dispute the right of the Promoters and their agency as may be appointed by them and shall sign and execute necessary writings, documents, confirmation, etc. as may be required and suggested by the Promoters. The entire control, supervision, management and administration of various affairs of the said facility shall exclusively remain with the Promoters and the agency as may have been appointed by them. It is further agreed and understood that if for any reason the Promoters deem to be expedient and fit not to provide or discontinue without providing the said facilities of Club House, Gymnasium, etc. The Promoters at their option be entitled not to provide such facilities or discontinue the same as the Owners may desire.

26j. It is agreed and understood that the aforesaid facilities of Club House, Gymnasium, etc. will be provided only to such of the Purchasers who shall contribute, pay and deposit all the amounts as may be demanded and claimed by the Promoters and not otherwise.

27. The Purchaser/s hereby confirm that the Promoters have granted to the Purchaser/s concession in the consideration fixed under these presents which is less than the rate presently prevailing in the same vicinity in respect of the other buildings similarly situate at, considering that the Purchaser/s has/have agreed to the unconditional and irrevocable right and authority of the Promoters in respect of various open space, use of Terrace, car parking space etc. as also further agreed to pay various amounts, deposits, taxes, Government, service taxes etc. as mentioned under these presents and shall not obstruct, interfere, challenge, or dispute such rights of the Promoters and shall extend necessary co-operation as may be required by the Promoters and that he/she/they i.e. the Purchasers has/have undertaken payment of various amounts including various charges, deposits, taxes, etc. as mentioned under these presents. The covenants under these presents shall be binding upon the Society



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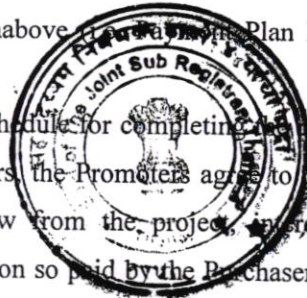
or any other organization as may be formed and registered as contemplated hereinafter.

28. The Promoters hereby agree that they shall before handing over possession of the said Premises to the Purchaser/s and in any event before execution of vesting documents of the said property by the said Promoters in favour of the Organization or society formed comprising of the Purchasers of flats/unit in the building to be constructed on the said Property (for the sake of brevity it may be referred to hereinafter as "THE SOCIETY/ ORGANIZATION") make full and true disclosure of the nature of their title to the said property as well as encumbrances, if any including any right, title and interest or claim of any party or persons whatsoever in and over the said Property and shall as far as practicable ensure that the said Property is free from all encumbrances and that the Promoters Developers have absolute clear and marketable title to the said property so as to enable them to transfer/assign to the said society or Organization as the case may be such absolute clear and marketable title on the execution of a vesting documents of the said property by the Promoters in favour of the Society and/or Organization.

29. Time is essence for the Promoters as well as the Purchaser. The Promoters subject to the events of force majeure shall abide by the time schedule for completing the project and handing over the Premises/Flat to the Purchasers and the common areas to the association/society of the Purchasers after receiving the Occupancy Certificate. Similarly, the Purchasers shall make timely payments of the installments and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the Promoters carrying out the construction work as contemplated and as provided in clause (7) hereinabove (including the Plan linked with completion of the concern work).

30. If the Promoters fail to abide by the time schedule for completing the project and handing over the premises/flat to the Purchasers, the Promoters agree to pay to the Purchasers, who does not intend to withdraw from the project, interest as specified in the Rule, on the amounts of consideration so paid by the Purchasers, for every month of delay, till the handing over the possession. The Purchasers agree to pay to the Promoters, interest as specified in the Rules, on all the delayed payment which become due and payable by him/her/them to the Promoters for the period of delayed payment (i.e. from date the payment becomes due & payable till date of actual payment, both dates inclusive subject however to the right and authority of the Promoters to cancel and terminate this Agreement).

31. Without prejudice to the right of the Promoters to charge interest in terms of clause (30) above, on the Purchasers committing default in payment on due date of any amount due and payable by him/her/them to the Promoters under this Agreement (including his/her proportionate share of taxes levied by



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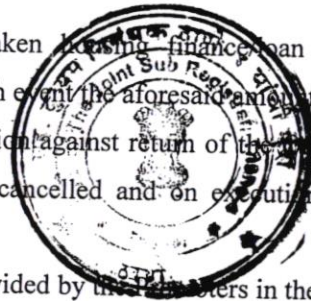

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and other outgoings) and on the Purchasers committing and two defaults of payment of installments, the Promoters shall at their own option, may terminate this Agreement:

Provided that, Promoters shall give notice of fifteen days in writing to the Purchasers, by Registered Post AD at the address provided by the Purchasers and mail at e-mail address if so provided by the Purchasers, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions and default in payment in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches and/or remedy the default mentioned by the Promoters within the period of notice then at the end of such notice period, this Agreement shall stand terminated/cancelled without any further communication to the Purchasers.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser/his/her/their Bankers/Lenders, subject to adjustment and recovery of agreed liquidated damages equal to 10% of the consideration of sale/allotment of said premises or any such other amount which may be payable to the Promoters, within a period of thirty days of the termination, the installments of sale consideration of the premises/flat which may till then have been paid by the Purchasers to the Promoters. However such amount shall be refunded only against the Purchasers having executed and got registered the Deed of Cancellation with usual covenants and return of Original of these presents. The Purchaser shall not be entitled to claim refund/return of any of the statutory levies such as GST, etc.

32. In the event the Purchaser/s has/have taken housing finance loan from his/her/their banks/financial institutions, then in such event the aforesaid amount shall be refunded directly to the banker/financial institution against return of the original of the Agreement so deposited as security, duly cancelled and on execution and registration of necessary document.



33. The fixtures, fittings and amenities to be provided by the Promoters in the said building and the premises are those that are set out in ANNEXURE "F" hereto.

34. Subject to what is contemplated elsewhere under this Agreement, the Promoters shall complete the construction of the building and will offer to handover possession of the said premises to the Purchasers on or before 31-12-2020; provided that the Promoters have received the full purchase price of the said premises/flat and other amount payable by the Purchasers to the Promoters under these presents. If the Promoters fail or neglect to give possession of the premises to the Purchaser/s on account of any reason beyond their control and of agents as per the provisions of the said Act, by the aforesaid time then the Promoters shall be liable on demand at the option of the Purchasers to return to the Purchaser/s the amount already received by

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them with simple interest at 9 (nine) per cent per annum from the date the Promoters received the sum till the date the amounts and interest thereon are repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in the said Act have been satisfied or not will be referred to the Competent Authority . Till the entire amount and interest thereon is refunded by the Promoters to the Purchaser/s, there shall, subject to prior encumbrances if any, be a charge on the said premises as well as the construction of building in which the premises is situated or was to be situated.

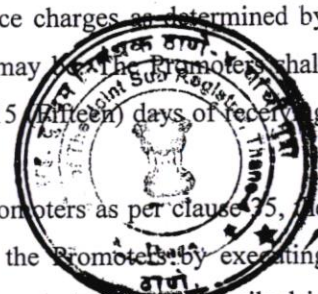
PROVIDED that the Promoters shall be entitled to reasonable extension of time for giving possession of premises on the aforesaid date if the completion of building is delayed on account of: -

- i) non-availability of steel, cement, other building material water or electric supply.
- ii) War, civil commotion or act of God,
- iii) any notice, Order rule, notification of the Government and/or for other public or competent authority.
- iv) due to any order, injunction or stay if granted by Court of Law or Concerned Authorities.
- v) any other reason/cause beyond their control

35. The Promoters, upon obtaining the Occupancy Certificate from the Competent Authority shall offer in writing the possession of the Premises to the Purchaser in terms of this Agreement to be taken within 2 (two) months from the date of issue of such notice and the Promoters shall give possession of the premises to the Purchaser. The Promoters agree and undertake to indemnify the Purchaser in case of failure of fulfillment of any of the provisions formalities, documentation on part of the Promoters. The Purchasers agree to pay the maintenance charges as determined by the Promoters /Association of Purchasers, as the case may be. The Promoters shall offer the possession to the Purchaser in writing within 15 (fifteen) days of receiving the occupancy certificate of the Wings/Project.

36. Upon receiving a written intimation from the Promoters as per clause 35, the Purchaser shall take possession of the premises from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the premises to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 35, such Purchaser shall continue to be liable to pay maintenance charges as well as taxes & other outgoings from date of O.C. or as applicable.

PROVIDED THAT if within the statutory period from the date of Occupation Certificate if the Purchaser/s bring to the notice of the Promoters any material defect in the premises or the building in which the premises is situated or the material used



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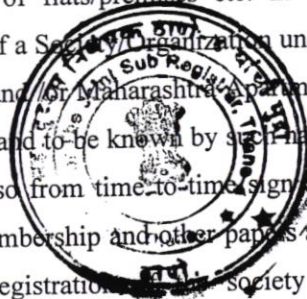
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therein then, whenever possible such defects shall be rectified by the Promoters at their own cost with best possible material, subject however that the Purchaser/s herein and Occupiers/Purchasers of other premises in the building is/are not guilty of any act of omission or commission and has/have fully performed and complied with his/her/their part of the obligations and covenants contained under these presents in respective of the premises and the building.

37. The Purchaser/s shall check up all the fixtures and fittings in the said premises/Flat before taking possession of the same. Thereafter, the Purchaser/s shall have no claim against the Promoters in respect of any item or work in the said premises/Flat or in the said building/wing which may be alleged not to have been carried out and/or completed and/or being not in accordance with the plans, specifications and/or this agreement and/or otherwise howsoever in relation thereto.

38. The Purchaser/s shall use the premises and every part thereof or permit the same to be used only for the purposes as may be permissible. He/She/They shall use the basement/stilt/podium/open car parking space, if so allotted in writing only for purpose of keeping or parking the Purchaser/s own vehicle. The Promoters shall have full right, absolute authority and entitled to allot car parking spaces to such of the Purchaser/s of Promoters as the Promoters, may deem fit and the Purchaser/s shall not object or dispute to the same. It is expressly agreed and understood that if the Purchaser/s, has/have acquired car parking space alongwith the premises, from the Developers, then the Purchaser shall not be entitled to deal with dispose-off car parking space, if so, allotted, separately and/or independently in favour of any outsider who have not acquired the premises in the building.

39. The Purchaser along with other Purchasers of flats/premises etc. in the building/wing shall join in formation and registration of a Society/Organization under the provision of Maharashtra Ownership of Flats Act and/or Maharashtra Apartment Ownership Act as may be suggested by the Promoters and to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute all such application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society or Organization and for becoming a member, including the bye laws of the proposed Society/Organization and duly fill in, sign and return to the Promoters within a week of the same being forwarded by the Promoters to the Purchaser/s, so as to enable Promoters to register the organization of all the Purchaser under Section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Rules, 1964 and/or under the provisions of Maharashtra Apartment Ownership Act, 1970. The Purchaser shall not take any objection if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as



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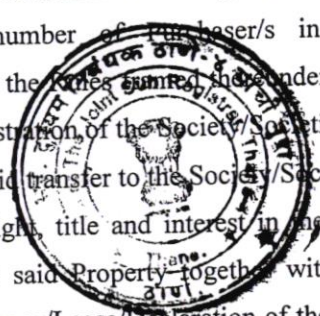
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may be required by the Registrar of Co-Operative Societies or the Concerned Competent authorities as the case may be.

40. It is agreed and understood that if formation of more than one Society is permissible under the concerned statues including Maharashtra Co-operative Societies Act, then Wing wise Society shall be formed and registered by all the Purchasers of Premises in such wing and the vesting documents shall be executed jointly in favour of all the Societies or all such Societies shall form their Apex Body or Apex Society, as may be permissible under the law and the Promoters shall execute vesting documents in favour of the Apex Body or the Apex Society. The decision to firm and get registered more than one Society and execution of vesting documents shall solely and absolutely be at the discretion of the Promoters and the Purchaser shall not object or dispute to the same. The Purchasers independently or jointly with the other Purchasers in the wing shall not claim any right of whatsoever nature for formation and registration of separate and independent Society in respect of the said Wing.

41. On the Apex Body/Society being formed by all the Societies as may be formed and registered, the Purchasers and other Purchasers in the said Wing and their Societies shall bear, pay and deposit in proportion to the area of the Wing, all such common expenses such as RG Maintenance, Garden, Common Electricity charges, Common Water charges, etc., with the said Apex Body/Society who shall in its turn bear, pay and discharge the same to the Concerned Authorities.

42. Unless it is otherwise agreed to by and between the parties hereto and after the Promoters have disposed-off and received full consideration along with other amounts payable herein from the requisite number of Purchaser/s in the building/wing, as contemplated in the said Act and the Rules framed thereunder, the Promoters shall, within reasonable period from registration of the Society/Societies or Organization, as also Apex Body/Society as aforesaid transfer to the Society/Societies or Organisation or Apex Body/Society all their right, title and interest in the said Property or to demise and transfer by Lease the said Property together with the building/wing by executing the necessary Conveyance/Lease/Declaration of the said Property (to the extent as may be permitted by the Authorities) in favour of such Society/Societies or Organization or Apex Body/Society as the case may be. Such documents shall be in keeping with the terms and provisions of this Agreement. In the event, the Purchasers herein along with other Purchasers cause any delay or do not extent co-operation including by furnishing documents, etc., within the stipulated period for formation of Society and adjudication of documents, the obligations including under the provisions of the said Act (RERA) and the Rules framed thereunder shall deemed to have been complied with on the part of the Promoters and shall not be subjected to any consequences for non-compliance of obligations.



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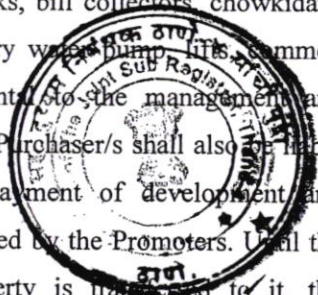
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43. The Promoters have presently taken insurance as may be notified by the appropriate Authorities of Government of Maharashtra and MBMC, as to the construction of the building and have paid the premium and the charges payable in respect thereof. The Promoters shall continue to take insurance of the building till handing over the possession of the building to the organization/society on being formed and registered and shall transfer benefit of such insurance in favour of such organization/society of the remaining period of such insurance. The insurance shall be for the benefit of the Purchasers of the premises. On formation and registration of organization/society the Promoters shall handover the insurance policy and other related documents to such organization/society.

44. Notwithstanding irrespective of what is stated elsewhere under this Agreement, the Promoters at their option, on completion of development in full under the said layout scheme by constructing buildings, may demise by way of lease separately in respect of each of the Wing at such yearly rent and for such period which will not be less than 99 years. Such demise by way of lease will be in respect of the wing and the land appurtenant thereto with benefit of use of common amenities/areas. The Purchasers shall not dispute or object to the same.

45. After the expiry of the period of Notice, in writing, given by the Promoters to the Purchaser/s that the premises is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the premises) of outgoings in respect of the said property and building namely local taxes, betterment charges or such other levies by the concern local authority MBMC and/or Government authorities towards water charges, property taxes, insurance, common lights repairs and salaries of clerks, bill collectors, chowkidars, sweepers, maintenance of main water pump, auxiliary water pump, lifts, common area and all other expenses necessary and incidental to the management and maintenance of the said property and buildings. The Purchaser/s shall also be liable to pay to the Promoters his/her/their share for payment of development and infrastructure charges/deposits etc. as may be demanded by the Promoters. Until the Society/Organization is formed and the said property is transferred to it, the Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Purchaser/s further agrees that till the Purchaser/s share is so determined, the Purchaser/s shall pay to the Promoters provisional monthly contributions of Rs.3000/- per month towards all the aforesaid outgoings. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters until an vesting document is executed in favour of the Society or Organization as aforesaid, subject to the provisions of Section 6 of the said Act on such vesting document being executed, the aforesaid deposits (less deductions provided for in this agreement) shall be paid over by the



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Promoters to the society or Organization as the case may be. The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not with hold the same for any reason whatsoever.

46. It is expressly agreed and understood that the Promoters shall not be held liable or responsible to bear pay and discharge any amount towards taxes, rates, outgoings, maintenance charges etc. in respect of the unsold premises/flats/open space/ car parking etc. either to an Association, Society or Organization as may be formed and registered by the Purchasers of premises in the building. The Purchaser/s herein shall not individually or with other claim for demand any such amount from Promoters.

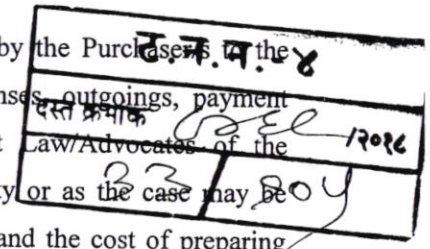
47. In respect of the unsold flats/premises, if any, after the Promoters obtained Occupation Certificate/Part-Occupation Certificate from the MBMC, the Promoters shall reimburse only the property tax, if so, claimed and demanded by the concerned authorities of MCGM including Assessment and Collection Department in respect of the unsold premises and that the Promoters shall not be held liable or responsible to contribute any amount towards sinking fund, repairs, water charges, gardening, security charges, etc. or for any other funds, deposits, etc. which the Society/Organization on being formed and registered may claim from the Flat Purchasers occupying their respective premises, under its Bye-laws or Rules and Regulations.

48a. The Purchaser, on or before taking possession of the said premises shall pay to the Developers the following amounts.

- | | |
|-----------------|---|
| i) Rs.20000/- | towards formation and registration of the Society or limited company. |
| ii) Rs.30000/- | towards electric & water meter deposit and other charges. |
| iii) Rs.35000/- | towards development charges. |
| iv) Rs.20000/- | towards legal & professional charges. |
| ----- | |
| Rs.105000/- | Total (Rupees One Lakh Five Thousand) |
| ----- | |



48b. The Promoters shall utilize the said amount paid by the Purchaser/s to the Promoters for meeting all legal costs, charges and expenses, outgoings, payment deposit including professional costs of the Attorney at Law/Advocates of the Promoters in connection with formation of the said society or as the case may be Organization preparing its rules regulations and bye laws and the cost of preparing and engrossing this Agreement and the Conveyance and other documents.



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The amount paid or becoming payable to the Promoters by the Purchaser/s under this Sub clauses are non-refundable and shall not carry any interest. Save and except the above, the Promoters shall not be liable to render any accounts of such amounts or deposit to such Purchaser/s or society/Organization at any time.

48c. The Purchaser/s shall also on or before taking possession of the said premises keep deposited with the Promoters the following amounts.

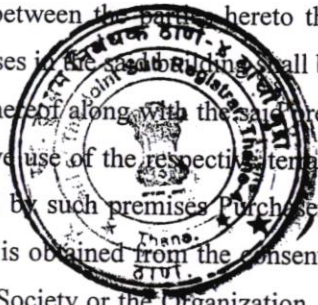
- i) Rs.600/- towards share money, application entrance fee of the Society or limited company.
- ii) Rs.36000/- towards proportionate share of taxes and outgoings for one year.

Rs.36600/- Total (Rupees Thirty Six Thousand Six Hundred Only)

49. The Promoters shall raise bills periodically on the Purchaser/s in respect of his/her/their proportionate share of payment of outgoing for the said premises in advance for each month from the date of occupation certificate and the Purchaser/s shall duly pay and discharge the same regularly within 7 days of the date of the bills and Purchaser/s shall not withhold the same for whatsoever reason. The amount paid by the Purchaser/s shall not carry any interest and the same shall remain with the Promoters until the deed/s of transfer is/are executed and the management of the said building are handed over to the Society or Organization as the case may be, where upon the Promoters shall pay upon after making deduction and utilizing, appropriating and adjusting amount therefrom or otherwise, to the Society or Organization. The Promoters shall not be liable to render the account of the amount mentioned above individually to the Purchaser/s at any time.

50. It is also understood and agreed by and between the parties hereto that the terrace space, if any in front or adjacent to a premises in the said building shall belong exclusively to the respective premises Purchaser thereof along with the said premises and such terrace space is intended for the exclusive use of the respective terrace flat Purchaser. The said terrace shall not be enclosed by such premises Purchaser if so allotted unless and until the permission in writing is obtained from the consent local authority that is MBMC and the Promoters or the Society or the Organization, as the case may be for that purpose.

51. The Promoters shall be entitled to enter into separate Agreement/s for allotment and sale of premises etc. in the other Wing, as may be constructed on the said Property from time to time including by use of benefits of TDR, on such terms and conditions and with such amenities as the Promoters may deem fit and proper.



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52. The Purchasers of Premises shall not be entitled to claim or demand any separate and exclusive amenities or facilities including Gate/Garden/RG etc. nor shall claim any division, sub-division or otherwise of any such facilities, amenities and other said Property. However, the Promoters shall at their option be entitled to do so, if they so desire. The Purchasers hereby confirm that the Promoters shall be entitled to provide and give any additional/extra facilities/amenities to the Purchaser of Wing B, as the Promoters may desire and deem fit in their sole and exclusive discretion.

53. It is also hereby expressly agreed that so long as it does not in any way effect or prejudice the right created in favour of the Purchaser/s in respect of the said premises, the Promoters shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of its right, title and interest in the said building/wing and/or in the said property or any part thereof, or open land surrounding the said building/wing and give portion of open land as open parking space or in any other manner they deem fit including to assign and/or give on lease or sub-lease or otherwise any portion or portions of the said property and the same shall be binding on the Purchaser/s.

54. The Powers and Authority of the Society or the Purchaser/s herein and the Purchasers shall be subject to the overall power control and authority of the Promoters in any of the matters concerning the building and other structures on the said property, the construction and completion of buildings thereof and all amenities pertaining to the same and in particular the Promoters shall have the authority and control as regard the unsold shops/offices/flats/garages parking space etc. and disposed thereof.

55. The Promoters shall, if necessary, become the member of the society in respect of their rights and benefits conferred herein including with regard to unsold shops/units/offices/flats/premises or otherwise. If the Promoters transfer, assign and dispose of such rights and benefits at any time to anybody, then, the respective assignee, transferee and/or the Purchaser thereof shall become members of the Society in respect of the said rights and benefits. The Purchaser/s herein and the Society will not have any objection to admit such assignee, transferee and/or Purchaser as the member of the society without any charges whatsoever.

56. The Purchaser/s for himself/herself/themselves with intention to bind all persons (into whosoever hands the premises may come) doth hereby covenants with the Promoters as follows:

- a) Not to cause any nuisance, obstruction, or interference to the construction of other building/buildings on the said property during the construction period and extend all necessary co-operation as may be required by the Promoters.
- b) To maintain the premises/flat agreed to be sold under this agreement at his/her/their own cost in good tenantable repair and condition from the date the possession of the premises is taken and shall not do or suffered to be done anything in



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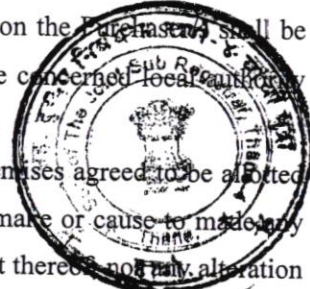
or to the building in which the premises is situated, staircase or any passage which may be against the rules, regulations or bye laws of concerned local or any other authority or change alter or make addition in or to the building in which the premises is situated and the premises itself or any part thereof.

c) Not to store in the premises any good which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passage or any other structure of the building in which the premises is situated, including entrances of the building in which the premises is situated and in case any damage is caused to the building on account of negligence or default of the Purchaser/s, in this behalf, the Purchaser/s shall be liable for the consequence of the breach.

d) To carry at his/her/their own cost all internal repairs to the said premises and maintain the premises in the same conditions, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do cause to be done anything in or to the building in which the premises is situate or the premises which may violate the rules and regulations and bye laws of the concerned local authority including MBMC or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

e) Not to demolish or cause to be demolished the premises agreed to be allotted under these presents or any part thereof, nor at any time make or cause to make any addition or alteration of whatever nature therein or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the premises is situated and shall keep the portion, sewers, drains pipes in the building premises and appurtenances thereto in good tenable repair and condition and in particular, so as to support shelter and protect the other parts of the building in which the premises is situated and shall not chisel or in any other manner damages to columns, beams, walls, slabs or RCC Pardis or other structural members in the premises without the prior written permission of the Promoters and/or the Society or the Association.

f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building/wing in which the premises is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance if so taken.



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