

B-2704

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 3993

दिनांक 09/05/2011

पो. एस. पहाडीगोरेगांव

दस्तावेजाचा अनुक्रमांक

वदर 03991 2011

दस्तावेजाचा प्रकार

करारनामा



कारणकाराचे नाव: निता ठाकरे

नोंदणी फी

:- 30000.00

निकल (अ. 11(1)), पृष्ठांकनाची नकल (आ. 11(2)),

:- 2000.00

जवात (र. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (100)

एकूण रु. 32000.00

(Handwritten signature)

आपणास हा दस्त अंदाजे 2:51PM ह्या वेळेस मिळेल

दुय्यम निबंधक
बोरीवली 2 (कांदिवली)

जारी मूल्य: 7866308 रु. मोबदला: 19587015 रु.

सिलेब्र मुद्रांक शुल्क: 962000 रु.

म्हणजे दुय्यम निबंधक बोरीवली-२,

कारणकार : डीडी/धनाकर्षाद्वारे;

मुंबई उपनगर जिल्हा,

कारणकाराचे पत्ता: देना बँक;

डीडी/धनाकर्ष क्रमांक: 975631; रक्कम: 30000 रु.; दिनांक: 27/04/2011

REGISTERED ORIGINAL DOCUMENT
DELEVERIED ON... 09/05/2011

ज्यात मुद्रांक फ्रँकींग अल्टा स्मॉल्लेट लॅम्प खाली तपासल
एस.एम.एस. / संबंधीत प्राप्तीत अधिकाऱ्याशी दुर्धन विलन
संबंधी साधून, पेन बरोबर आढळून आला.

लिपीक

सद. दुय्यम मिळकत
बोरीवली क्र. २

fiorenza

दस्तावा प्रक (Nature of Document)	Agreement for sale
दस्त नोंदणीचा तपशिल (Registration Details) If Registrable Name of S.R.O.,	Registrable / Non Registrable Borivali - 2
ठरावा युनिक नंबर (Frinking Unique No.)	97528
मिळकतीचे थोडक्यात वर्णन (Property Description in brief)	Tower - B - 2704 Lodha Fiorenza
मोबदला रक्कम (Consideration Amount)	19,587,015/-
मुद्रांक खरेदीदाराचे नाव पत्रक, - २ नाव (Stamp Purchaser Name)	Neeta Thakare
दस्तातील दुसऱ्या पक्षकाराचे नाव (Name of the other Party)	Pranik Landmark Associates
हस्ते असल्यास नाव व पत्ता (If through Name & Address)	
मुद्रांक शुल्काची रक्कम (Stamp Duty Amt.) अक्षरी (in words)	Rs. 9,62,000/-
प्रधिकृत अधिकारयाची पूर्ण स्वाक्षरी व शिक्का (Authorised Person's full Signature & Seal)	क्र. आईडीबीआई बँक लि. For IDBI BANK LTD

प्रधिकृत हस्ताक्षरकर्ता
Authorised Signatory

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Mumbai on 02nd day of May, 2011

BETWEEN:

M/S. PRANIK LANDMARK ASSOCIATES, a Partnership Firm, registered under the Partnership Act, 1932 having its registered office at 216, Shah and Nahar Estate, Dr. E. Moses Road, Worli, Mumbai-400 018 hereinafter referred to as the **BUILDER/PROMOTER** which expression shall unless it be repugnant to the context or meaning thereof mean and include its partners constituting the firm for time being and from time to time thereof, the survivor or last survivors of them and his/her heirs, executors administrators, nominees and assigns) of the One Part;

AND
Mr/Mrs/Miss/Ms Neeta Thakare And usha Thakare

Residing / having its address at E-2, Ranganga society opp. u.s. vitamins Govandli station Road Deonar Mumbai - 400088

बदर - ५/
3009 15
२०११

URT

Industrial Development Bank of India Ltd.
Kohinoor Hall Opp. Swarnajayanti Mandir, Out Side Dadar Railway, Dadar (E), Mumbai-400 014.
D-5/STP/IV/C.R. 1007/13/06/1113-16/10

भारत 97528
184800
SPECIAL ADHESIVE
MAY 02 2011
INDIA
STAMP DUTY
MAHARASHTRA
R-09620001-PB5319
15:28

क्र. आईडीबीआई बँक लि.
For IDBI BANK LTD

प्रधिकृत हस्ताक्षरकर्ता
Authorised Signatory

Meduro

IOBI BANK

ग्राहक प्रति Customer's Copy क.सं. Sr. No.
 तारीख Date 25/5/11

खात सं. Acct. No. 37200610008-
 आदिशिकाई किं खाते वरुन कुट्टी total bank A/C stamp duty

पत्रावली के प्रकार Type of Document	Certificate	
स्टॅम्प के प्रकार Type of Stamp	विशेष स्टॅम्प Special Adhesive	
प्रतिफल मूल्य Franching Value	₹. Rs.	3000
सेवा शुल्क Service Charges	₹. Rs.	+10
कुल Total	₹. Rs.	310

स्टॅम्प कुट्टी जमाकर्ता का नाम व पता Name of stamp duty paying party
Pranils Landmarks Associates

चेकी/चेक ड्र. DD / Cheque No.
 बैंक पर जारीत Drawn on Bank

करो. आर्. प्री. लि. बैंक लि.
IOBI BANK LTD
 स. म. म. म.
 अधिकृत हस्ताक्षरकर्ता
 Authorized Signatory

Applicant

दस्तावेजाचा प्रकार (Nature of Document)	Guarantee
दस्तावेजाचे तपसविलेले (Registration Details) (i) Registrant's Name of S.R.O.	Registrable / Non Registrable
दस्तावेजाचा प्रमाण नंबर (Printing Unique No.)	99463
दस्तावेजाचे संक्षेपित वर्णन (Property Description in brief)	
दस्तावेजाचे मूल्य (Consideration Amount)	
दस्तावेजाचे प्रमाण नंबर (Stamp No.)	
दस्तावेजाचे प्रमाण नंबर (Name of the Party)	Pranik Landman Associate
दस्तावेजाचे प्रमाण नंबर (If through Name)	
दस्तावेजाचे प्रमाण नंबर (Stamp Duty Amt.)	Rs. 300/-
अधिकारवादीचे पूर्ण स्वाक्षरी व शिक्का (Authorized Person's full Signature & Seal)	Pranik Landman Associate



(hereinafter referred to as "the said flat") in the Project called LODNA FORENZA situated at On Western Express Highway, Adjacent to Hub Mall Goregaon (E) - 400 063 (hereinafter referred to as "the said Project") being developed/constructed by the Guarantor.

- B. The Guarantor states that the basic building plans/building permissions of the said Project have been obtained. However the Guarantor is intending to utilize the entire Project land FSI and construct additional floors/wings in the said Project for which the Guarantor is yet to obtain the approved building plans/building permissions from the competent/appropriate authorities.
- C. The Guarantor has further informed HDFC that the approvals/permissions from the competent/appropriate authorities is awaited for development and construction of the additional floors/wings of the said Project, including the said flat.
- D. The Guarantor further submits that the approvals//permissions from the concerned/appropriate authorities may be issued with certain restrictions/modifications, in which event inter alia the area, identification, internal plans of said flat allotted and/or agreed to be sold, may change and/or revise. The Guarantor agrees that any such change or revision or identification of the said flat will not in any way jeopardize the security interest by way of mortgage or otherwise created by the Borrower in favour of HDFC.
- E. The Guarantor has agreed that in the event the Guarantor is unable to obtain the approved building plans/building permissions from the concerned/appropriate authorities as aforesaid and/or as a consequence thereof the Guarantor is required to stop the construction work and unable to handover possession of the said flat to the Borrower on or before 30th Sep. 2014 as the case may be and by reason whereof the Guarantor being required to cancel the sale of said flat favouring the Borrower and/or the Borrower terminating the agreement for sale entered into by and between the Borrower and the Guarantor, the Guarantor guarantees to repay the amount disbursed by HDFC as may be demanded by HDFC without demur.
- F. In the circumstances, HDFC has agreed to consider disbursement of the said Loan either in one lump-sum or in installments as may be requested by the Borrower in the form and manner as stipulated hereinafter.

NOW THIS DEED WITNESSETH AS FOLLOWS :


In consideration of HDFC having agreed to grant the said Loan to the Borrower for purchase of the said flat in the said Project being developed/constructed by the Guarantor, the Guarantor hereby guarantees to and agrees with HDFC as follows:


- 1) The foregoing recitals as mentioned in the "WHEREAS A to F" are incorporated herein by this reference and constitute an integral part of this Guarantee.
- 2) HDFC shall at its sole discretion disburse the said Loan either in one installment or multiple installments to the Borrower under the Loan Agreement on such conditions and in such manner as HDFC may decide.



- 3) The Guarantor agrees and undertakes to refund/repay on demand to HDFC the amounts that may have been disbursed by HDFC to the Borrower and received by the Guarantor for purchase of the said Flat in the said Project immediately upon HDFC becoming aware of any of the events prescribed in the recitals above and in the "Clause 16" hereinbelow.
- 4) The Guarantor hereby agrees that, without the consent of the Guarantor and the Borrower, HDFC shall be at liberty to vary, alter or modify the terms and conditions of the Loan Agreement/Offer Letter and/or other related Transaction Documents and in particular to defer, postpone or revise the repayment of the Said Loan and/or payment of interest and other monies payable by the Borrower to HDFC on such terms and conditions as may be considered necessary by HDFC including any increase in the rate of interest. HDFC shall also be at liberty to absolutely dispense with or release all or any of the security/securities furnished or required to be furnished by the Borrower to HDFC. The Guarantor agrees that the liability under this Guarantee shall in no manner be affected by any such variations, alterations, modifications, waiver, dispensation with or release of security, and that no further consent of the Guarantor is required for giving effect to any such variation, alteration, modification, waiver, dispensation with, or release of security.
- 5) HDFC shall have full liberty, without notice to the Guarantor and without in any way affecting this Guarantee, to exercise at any time and in any manner any power or powers reserved to HDFC under the Loan Agreement/Offer Letter and/or other related Transaction Documents, to enforce or forbear to enforce payment of the said Loan or any part thereof or interest or other moneys due to HDFC from the Borrower or any of the remedies or, to enter into any composition or compound with or to grant time or any other indulgence or facility to the Borrower AND the Guarantor shall not be released by the exercise by HDFC of their liberty in regard to the matters referred to above or by any act or omission on the part of HDFC, AND the Guarantor hereby waives in favour of HDFC so far as may be necessary to give effect to any of the provisions of this Guarantee, all the suretyship and other rights which the Guarantor might otherwise be entitled to enforce.
- 6) This Guarantee shall be enforceable against the Guarantor notwithstanding that any security or securities comprised in any instrument(s) executed or to be executed by the Borrower in favour of HDFC shall, at the time when the proceedings are taken against the Guarantor on this Guarantee, be outstanding or unrealised or lost. This Guarantee shall be enforceable against the Guarantor only in the event the Guarantor is unable to obtain the approved building plans/building permissions from the concerned/appropriate authorities as aforesaid and/or as a consequence thereof the Guarantor requiring to stop construction work and unable to handover possession of the said flat to the Borrower and by reason whereof the Guarantor being required to cancel the sale of said flat favouring the Borrower and/or the Borrower terminating the agreement for sale entered into by and between the Borrower and the Guarantor and HDFC would have taken out simultaneous recovery proceedings against the Borrower.
- 7) The rights of HDFC against the Guarantor shall remain in full force and effect and HDFC shall be at liberty to require the performance by the Guarantor of his/her obligations hereunder.
- 8) In order to give effect to this Guarantee, HDFC may treat the Guarantor as principal debtor to HDFC for all payments guaranteed.
- 9) The Guarantor hereby declares and agrees that he has not received any security or commission from the Borrower for giving this Guarantee.



- 10) The Guarantor shall not in the event of the liquidation/insolvency of the Borrower prove in competition with HDFC in the liquidation/insolvency and winding up/insolvency proceedings, i.e The Guarantor shall not intervene with the proceedings taken out by HDFC against the Borrower.
 - 11) This Guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with HDFC by the Borrower and shall be valid and binding on the Guarantor and operative until satisfaction of all its obligations under this Guarantee.
 - 12) The obligations of the Guarantor hereunder shall be continuing and unconditional until satisfaction of the same under this Guarantee.
 - 13) The Guarantor further agrees that this Guarantee is in addition to and not by way of limitation of or substitution for, any other Guarantee(s) that may have previously given or may hereafter give to HDFC (whether alone or jointly with other parties) and this Guarantee shall not revoke or limit any other such guarantees.
 - 14) The Guarantor assures and confirms to HDFC that the Guarantor is not under any disability or restriction to give HDFC this Guarantee.
 - 15) The Guarantor agrees and acknowledges that this Guarantee shall ipso facto come into force and become valid and binding on the Guarantor immediately upon the Loan Agreement being executed between the Borrower and HDFC without requiring any further consent or confirmation from the Guarantor.
 - 16) This Guarantee is a continuing one and shall be binding on the Guarantor until satisfaction of all its obligations under this Guarantee. The Guarantor's liability under this Guarantee shall be released and extinguished as soon as the Guarantor has received/obtained the approved building plans/building permissions from the concerned/appropriate authorities for construction and development of the said Project and is ready and willing to offer possession of the fully constructed said flat to the Borrower and the same being accepted by the Borrower.
 - 17) The liability of the Guarantor under this Guarantee shall not be affected by :
 - i) any change in the constitution or winding up or any absorption, merger or amalgamation or insolvency or bankruptcy of the Borrower with any other company, corporation or concern; or
 - ii) any change in the management of the Borrower or take-over of the management of any or all of the Borrower by Central or State Government or by any other authority; or
 - iii) acquisition or nationalisation of any of its undertaking(s) pursuant to any law and/or any or all of the Borrowers; or
 - iv) any change in the constitution of HDFC; or
 - v) any change in the set up of the Guarantor which may be by way of change in the constitution, winding-up/dissolution voluntary or otherwise, absorption, merger, de-merger, reverse merger or amalgamation or otherwise; or
- 

- 18) Any demand for payment or notice under this Guarantee shall be sufficiently given if sent by post to or left at the last known address of the Guarantor or their successors or assigns, as the case may be, such demand or notice is to be made or given, and shall be assumed to have reached the addressee in the course of post, if given by post, and no period of limitation shall commence to run in favour of the Guarantor until after demand for payment in writing shall have been made or given as aforesaid and in proving such notice when sent by post it shall be sufficiently proved that the envelope containing the notice was posted and a certificate by any of the responsible officers of HDFC that to the best of his/her knowledge and belief, the envelope containing the said notice was so posted shall be conclusive as against the Guarantor, even though it was returned unserved on account of refusal of the Guarantor or otherwise.
- 19) This Guarantee shall be governed by and construed in accordance with the laws of India.
- 20) The Guarantor also agrees and confirms that it shall indemnify and keep the HDFC indemnified against any loss, incurred either directly, indirectly or inconsequential by reason of any false or misleading information given by the Guarantor to HDFC hereunder or any breach/default/contravention/non-observance/non-performance by the Guarantor of any terms, conditions, agreements and provisions set out hereunder.
- 21) The Parties hereto agrees that any legal action or proceedings arising out of this Guarantee shall be brought in the courts or tribunals at Mumbai in India and submit themselves to the jurisdiction of such courts and tribunals.
- 22) The Guarantor hereby agrees, confirms and undertakes that :
- i) HDFC shall, as it may deem appropriate and necessary, be entitled to disclose all or any:
 - (a) information and data relating to the Guarantor;
 - (b) Information or data relating to this Guarantee or any other guarantee(s) furnished by the Guarantor in favour of HDFC;
 - (c) Obligations assumed / to be assumed by the Guarantor in relation to the Said Loan under this Guarantee or any other guarantee furnished by the Guarantor for any other credit facility granted / to be granted by HDFC;
 - (d) default, if any, committed by the Guarantor in discharge of the aforesaid obligations, to any agency/credit bureau ("the Agency") authorised in this behalf ;
 - (e) HDFC shall always be intimated and kept informed in writing of any change in address
- 23) The Guarantor agrees and declares that the rights and powers conferred on HDFC by these presents shall be absolute and shall be deemed always to be so and they may be exercised by HDFC accordingly.
- 24) The Guarantor confirms and declares that this Guarantee shall not be affected nor shall the Guarantor be discharged from any of their liabilities hereunder, if HDFC initiates any legal proceedings against the Borrower for its claims.
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25) The Guarantor further agrees and undertakes to provide such security as may be required or determined by HDFC. The Guarantor further agrees, undertakes and covenants, to execute or cause to execute such deeds or documents, as may be required to create the security interest in favor of HDFC to secure the guarantee obligation undertaken hereunder.

26) The Guarantor has submitted all documents, required by HDFC along with this Guarantee and agrees to furnish such other details as may be called for by HDFC. The Guarantor further agrees and undertakes to disclose and/or provide such further information and evidence pertaining to authenticity of such further information as may be required by HDFC.

27) HDFC may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Guarantee to any person(s), un-incorporated or incorporated body or entity without any consent but with a written intimation to the Guarantor.

IN WITNESS WHEREOF the Guarantor has signed these presents on the day, month and year first hereinabove written.

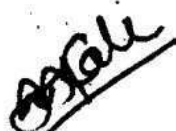
The Common Seal of "Guarantor has, pursuant to the resolution of its Board of Directors passed in that behalf on theday of 200___, hereunto been affixed in the presence of and directors/authorized person who has countersigned the same in token thereof



Mr. Surendran Nair
(Authorized POA)

Witness:

1. Mr. Arvind Kale



2. Ms. Rutuja Oak



Signature

दस्तावेजाचे प्रकार (Type of Documents)	Agreement for sale
रजिस्ट्रेशनचे तपशील (Registration Details) If Registrable Name of S.R.O.	Registrable / Non Registrable
दस्तावेजाचे युनिक. नं. (Drawing Unique No.)	
संपत्तीचे मो.वतयता वर्णन (Property Description in brief)	Tower-B-2704 Lodha Firenze
मोबदला रक्कम (Consideration Amount)	19,587,015/-
मुद्रांक खरेदी करीत असलेल्याचे नाव (Purchaser Name)	Neeta Thakare
दस्तावेजातील दुसऱ्या पक्षाचा नाव (Name of the other Party)	Pranik Landmark Associates
हस्ते असल्यास नाव व पत्ता (If through Name & Address)	
मुद्रांक शुल्काची रक्कम (Stamp Duty Amt.) अक्षरी (in words)	RS. 100/-
प्रधिकृत अधिकारयाची पूर्ण स्वाक्षरी व शिक्का (Authorized Person's full Signature & Seal)	

Neeta

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Mumbai on 02nd day of May, 2011

BETWEEN:

M/S. PRANIK LANDMARK ASSOCIATES, a Partnership Firm, registered under the Partnership Act, 1932 having its registered office at 216, Shah and Naha Estate, Dr. E. Moses Road, Worli, Mumbai-400 018 hereinafter referred to as **THE BUILDER/PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its partners constituting the firm for time being and from time to time thereof, the survivor or last survivors of them and his/heir/their/its heirs, executors administrators, nominees and assigns) of the **One Part;**

AND

Mr/Mrs/Miss/M/s Neeta Thakare And Usha Thakare

Residing / having its address at E-2 Banganga Society opp. U.S. Vitamins Govandi Station Road Deonar Mumbai - 400088.

Mr Usha

Industrial Development Bank of India Ltd.
Kichinor Hall Opp. Swarnimay Avani
Marathi Que Side Daktar Railway
Dadar(E), Mumbai-400 014
D-3-STP (V/C) R 1007 1300 1413-16-10

97527
135802
R 00001001-PB5319
MAY 02 2011
MAHARASHTRA

The exact location of the Car Parking spaces allocated to the Purchaser shall be finalized by the Builder/Promoter at the time of handing over the possession of the Residential Flat. (hereinafter referred to as "the said Car Parking Spaces"). The Purchaser is aware that the Builder/Promoter has in the like manner allocated and shall be allocating other car parking spaces to several Purchasers of the Residential Flats in the Building and the Purchaser undertakes not to raise any objection in that regard and the rights of the Purchaser to raise any such objection shall be deemed to have been waived. The Purchaser hereby accords his irrevocable and unconditional consent to the Builder/Promoter to allocate the other car parking spaces to the Purchasers of the respective Residential Flats in the Building. The Purchaser hereby confirms warrants and undertakes to use the car parking spaces so allocated to him for the purpose of the parking of car only, and not otherwise. The Purchaser hereby further warrants and confirms that the Purchaser shall upon formation of the Ultimate Organization and/or Conveyance, as contemplated herein, cause such Ultimate Organization to confirm and ratify and shall not and/or shall cause the Ultimate Organization not to alter or change the allocation of car parking spaces in the manner allocated by the Builder/Promoter to the various purchasers (including the Purchaser herein) of the Residential Flats in the Building.

11. REGISTRATION

The Purchaser shall immediately after execution of this Agreement, at his/her/its own cost and expenses, lodge the same for the registration with the Sub-Registrar of Assurances and shall forthwith inform the Builder/Promoter the serial number under which the same is lodged so as to enable the representative of the Builder/Promoter to attend the office and admit execution thereof.

12 POSSESSION

12.1 Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including the Total Consideration, the Builder/Promoter shall endeavor to provide the Residential Flat to the Purchaser for fit outs on or before the Fit Out Date as set out in **Annexure "10"** hereto. The Builder/Promoter shall endeavor to complete the construction of Residential Flat and make available the key Common Areas and

URT *URT*

Signature

दस्तावेज प्रकार (Type of Document)	Agreement for Sale
दस्तावेज नोंदणीय आहे कि नाही (Registration Details) II Registrable Name of S.R.O..	Registrable / Non Registrable
दस्तावेज पुराणे नं. (Form No. / Unique No.)	
मालकीचे लोखंडाचे वर्णन (Property Description in brief)	Tower - B - 2704 Lodha Fiorenza
मोबदल किंवा विचार (Consideration Amount)	19,587,015/-
मुद्रांक खरेदीदार किंवा विक्रेत्याचे नाव (Purchaser Name)	Neeta Thakare
दस्तावेजाला दुसऱ्या पक्षाचा नाव (Name of the other Party)	Pranik Landmark Associates
हस्ते असल्यास नाव व पत्ता (Signature Name & Address)	
मुद्रांक शुल्काची रक्कम (Stamp Duty Amt.) अक्षरी (in words)	RS. 100/-
प्रधिकृत अधिकार्याची पूर्ण स्वाक्षरी व शिक्का (Authorised Person's full Signature & Seal)	

Neeta

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Mumbai on 02nd day of May, 2011

BETWEEN:

M/S. PRANIK LANDMARK ASSOCIATES, a Partnership Firm, registered under the Partnership Act, 1932 having its registered office at 216, Shah and Nahar Estate, Dr. E. Moses Road, Worli, Mumbai-400 018 hereinafter referred to as "THE BUILDER/PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its partners constituting the firm for time being and from time to time thereof, the survivor or last survivors of them and his/her/heirs, executors administrators, nominees and assigns) of the One Part;

AND

Mr/Mrs/Miss/M/s Neeta Thakare And Usha Thakare

Residing / having its address at E-2 Banganga Society opp. U.S. Vitamins, Govandi Station Road Deonar Mumbai - 400088

Industrial Development Bank of India Ltd.
Kohinoor Hall Opp. Swarnnagar
Mumbai, Off. Side Dadar Railway.
Dadar (E), Mumbai-400 014.
D-5:STP/V/C. R. 1007/13/06/1113-16-10

INDIA
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1000001001-PB5319
MAHARASHTRA
97527
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MAY 02 2011
15:27

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and assessed to Income Tax under Permanent Account Number (PAN) _____ hereinafter referred to as "**THE PURCHASER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include; in case of an Individual, such individual's heirs, executors and administrators and assigns; in case of a Partnership Firm, for the time being survivors or the last survivors of them and legal heirs, executors, administrators or the permitted assigns of such last survivor of them; and in case of a Company, its successors and permitted assigns) of the **Other Part**;

(The Builder/Promoter and the Purchaser are hereinafter individually referred to as "**Party**" and collectively referred to as "**Parties**").

WHEREAS:-

A. The Builder/Promoter is in its own right seized, possessed and otherwise entitled to the Larger Property. The brief chain of title of the Builder/Promoter in respect of the Larger Property is set out in **Annexure "1"** hereto.

B. On the portion of the Larger Property, the Hub and the Raheja Sherwood Complex have been constructed and developed.

C. The Builder/Promoter is inter alia developing and constructing the Project including the Building on the said Property.

D. By a letter bearing Serial No. CHE8846/BP (WS)/AP dated 24th August, 2006, the Executive Engineer, Building Proposal (W.S) 'P' Ward of Municipal Corporation of Greater Mumbai (MCGM) inter alia granted intimation of Disapproval (IOD) and approved the layout for the development of the Larger Property. The said IOD was revised on 29th June, 2010 and 16th November, 2010. Hereto annexed and marked as **Annexure "2" "3" and "4"** are the copies of the Intimation of Disapproval dated 24th August, 2006, 29th June, 2010 and 16th November, 2010.

E. By a letter bearing Serial No. CHE/8846/BP(WS)/AP dated 23rd July, 2010, Executive Engineer, Building Proposal (W.S) 'P' Ward of Municipal Corporation of Greater Mumbai (MCGM) inter alia granted Commencement Certificate (CC) to the Builder/Promoter in respect of "Lodha Fiorenza". The said CC was revised on 16th November, 2010. Pursuant to the letter of intent dated 14th September, 2010 the Chief Engineer, Municipal Corporation for Greater Mumbai inter alia granted to the Builder/Promoter the approval and the Builder/Promoter is accordingly constructing on a portion of the Property Government Car Park on the terms and conditions stated therein. The Builder/Promoter has accordingly commenced construction of "Lodha Fiorenza" in accordance with the said plans. Hereto annexed and marked as **Annexure**

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"5" and "6" are the copies of the Commencement Certificate dated 23rd July, 2010 and 16th November, 2010.

F. The Builder/Promoter has engaged the services of Architects and Structural Engineers for the preparation of the structural design and drawings thereof, and the construction of the "Lodha Fiorenza" shall be under the professional supervision of the said Architect and the Structural Engineer as required under the bye-laws of the local authorities for the time being in force till the completion of the "Lodha Fiorenza".

G. Copy of the Certificate of Title issued by M/s. Kanga & Co, Advocates and Solicitors dated 2nd March, 2010 showing the nature of the title to the Builder/Promoter to the said Property on which the said Project has to be constructed, Copies of PR Card and the Plans and Specifications of the "Lodha Fiorenza" agreed to be purchased by the Purchaser approved by the concerned local authority have been annexed hereto and marked as Annexures "7", "8" and "9" respectively.

H. The Purchaser has approached the Builder/Promoter and applied for allotment of the Residential Flat in "Lodha Fiorenza". The Purchaser has also demanded from the Builder/Promoter and the Builder/Promoter has furnished/given to the Purchaser inspection and wherever applicable, copies of documents relating to the title, the tentative location and the Building plans and the approved plans and the Purchaser has confirmed that the Purchaser is satisfied in all respects with regard to the title of the Builder/Promoter in respect of the said Property as well as any encumbrances if any. The Purchaser confirms that the Purchaser shall not further investigate or raise any objection to and is fully satisfied with regard to the title of the Builder/Promoter to the said Property and the competency of the Builder/Promoter to enter into this Agreement.

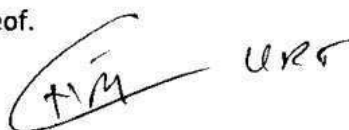
I. Relying upon the said application and the representations and declarations made by the Purchaser, the Builder/Promoter has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Builder/Promoter the Residential Flat at the price and on the terms and conditions hereinafter appearing.

J. The Parties hereto are desirous of recording in writing the terms of this Agreement.

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

1. **DEFINITION AND INTERPRETATION:-**

A. "Agreement" shall mean this Agreement together with the Schedules and Annexures hereto and any other deed and/or document executed in pursuance hereof.

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- B. **"Amenities"** shall mean the Amenities in respect of **"Lodha Fiorenza"** as set out in **Annexure "12"** hereto.
- C. **"Building"** shall mean the building by the name as set out in **Annexure "10"** hereto being constructed by the Builder/Promoter on a portion of the said Property.
- D. **"Buildings"** shall mean the buildings to be constructed on the said Property by name Tower -A, Tower-B, Tower-C and Exclusive Tower and/or any other name and any other or further Buildings constructed or to be constructed on the portion of the said Property. Tower -A, Tower-B, Tower-C consists of two Basements , Ground floor, three higher floors parkings which are all Government Car Parking's, 4th, 5th and 6th floor Car Parkings are parkings for the purchasers, 7th floor is Garden Residential Flats and 8th to 45th Floors are the Residential flat floors . Exclusive Tower consists of two Basements, Ground floor, three upper floors parkings which are Government Car Parkings, 4th, 5th and 6th floor parkings are parkings for the purchaser, 7th floor is Common club house, 8th floor is club house for Exclusive Tower, 9th to 52nd floors are Residential Flat/ Sky Villas Floors.
- E. **"Carpet Area"** shall mean the carpet area of the Residential Flat including all passages, decks, balconies, service slabs, cupboards, niches and/or any other area which the Purchaser is exclusively entitled to use. Such carpet area is calculated on bare shell basis, prior to application of any finishes / finishing material and is subject to tolerance of +/- 2% on account of structural, design and construction variances.
- F. **"Common Areas and Amenities"** shall mean the common areas and amenities as set out in **Annexure "12"** hereto.
- G. **"Contribution"** shall mean the amounts payable by the Purchaser in respect of the Residential Flat/Property towards layout deposits, IOD deposits or permanent deposits, water connection charges, electricity charges, betterment charges, Property Tax, gas connections charges, internet connection deposits, Telephone connection deposits, Service Tax Charges, VAT charges, sinking fund charges, etc.
- H. **"Hub"** shall mean a shopping mall of 1,11,800 sq.ft. built-up area consisting of six floors standing on a portion of the Larger Property.
- I. **"Larger Property"** shall mean the lands more particularly described in the **First Schedule in Annexure "1"** hereto, being a portion of the Nirlon Property.
- J. **"Liquidated Damages"** shall mean an amount equivalent to 10% of the Total Consideration payable by the Purchaser under clause 23 upon the Purchaser committing breach/default of any of the terms hereof.

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- K. **"Project"** shall mean the construction and development of one or several buildings consisting of residential, commercial and Government Car Parks on the said Property to be known as **"Lodha Fiorenza"**.
- L. **"Raheja Property"** shall mean property admeasuring 8537 sq. mtrs or thereabouts forming part of the Larger Property.
- M. **"Raheja Sherwood Complex"** shall mean multi-storied residential buildings constructed by K. Raheja Universal Private Limited now known as Raheja Universal Limited on the Rajeha Property standing on a portion of the Larger Property.
- N. **"Refund Amount"** means the Total Consideration or part thereof paid by the Purchaser hereunder after deducting therefrom the Liquidated Damages and any other amount and dues payable by the Purchaser to the Builder/Promoter.
- O. **"Residential Flat"** shall mean a Residential Flat and/or Sky Villa in the Building and the details thereof are given in **Annexure "10"** hereto.
- P. **"The said Property" or "the Property"** shall mean the lands more particularly described in the **Second Schedule** in **Annexure "1"** hereto.
- Q. **"Transfer of the Residential Flat"** shall mean the sale, transfer, assignment to any third party of (i) the Residential Flat or the interest therein and/or (ii) the benefit of this Agreement and/or (iii) (a) in case of the Purchaser is a Company, the change in (1) control and/or (2) Management and/or (3) shareholding of not less than 26%, of the Company and (b) in case the Purchaser is a Partnership Firm or an LLP, the change in constitution thereof. The term "Transfer" in respect of the Residential Flat by the Purchaser shall be constituted liberally. It is however, clarified that Transfer in favour of (i) a Relative (as defined under the Companies Act, 1956) or (ii) a holding/subsidiary Company shall not constitute Transfer of Residential Flat.
- R. **"Total Consideration"** shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of Residential Flat as set out in clause 5.1 below and in **Annexure "11"** hereto.
- S. **"Ultimate Organization"** shall mean a Society or a Limited Company or a condominium of purchasers proposed to be formed in accordance with the provisions of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and Transfer) Rules, 1964 and/or the Companies Act, 1956 and/or the Maharashtra Apartment Ownership Act, 1970 and in the manner contemplated herein.




2. **RULES FOR INTERPRETATION**

In this Agreement where the context admits:-

- 2.1. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:-
 - a) Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - b) All statutory instruments or orders made pursuant to a statutory provision; and
 - c) Any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.
- 2.2 Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 2.3 Headings to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and shall be ignored in construing the same.
- 2.4 Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- 2.5 The words "include" and "including" are to be construed without limitation.

3. **The recitals above shall form part and parcel of this Agreement.**

4. **DISCLOSURES AND TITLE**

- 4.1 The Purchaser hereby declares and confirms that before the execution of this Agreement, the Builder/Promoter has made full and complete disclosure of the title to said Property and the Purchaser has taken full, free and complete inspection and has satisfied himself/herself/themselves of particulars and disclosures of the following:-
 - a) Nature of the Builder/Promoter's title to the said Property and all encumbrances, if any, thereto, along with all the relevant documents.
 - b) The drawings, plans and specifications in respect of Lodha Fiorenza.
 - c) Nature and particulars of fixtures, fittings and amenities to be provided in Lodha Fiorenza.
 - d) All particulars of designs and materials to be used in the Residential Flat and Lodha Fiorenza.



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- 4.2 The Purchaser further confirms and warrants that the Purchaser is satisfied with the title of the said Property as well as encumbrances, if any, including any right, title, interest or claim of any other party to or in the said Property and shall not and waives his right to raise any queries or objections in that regard.

5. **AGREEMENT TO SELL AND CONSIDERATION**

- 5.1 The Purchaser hereby agrees to purchase from the Builder/Promoter and the Builder/Promoter hereby agrees to sell to the Purchaser, the Residential Flat for an aggregate lump sum consideration of the Total Consideration set out in **Annexure "11"** hereto and subject to terms and conditions hereinafter mentioned.

- 5.2 The said Total Consideration shall be paid in installments in the manner and within the timelines set out in **Annexure "11"** hereto, time being of the essence. It is specifically agreed that the Builder/Promoter has agreed to accept the aforesaid Total Consideration on the specific assurance of the Purchaser that the Purchaser.

1. Make payment of the installments as stated in **Annexure "11"** hereto, without any delay or demur for any reason whatsoever and
2. Observe all the covenants, obligations and restrictions stated in this agreement, in letter and spirit.

- 5.3 It is specifically agreed that the apportionment of the proportionate price of the common areas and amenities is notional and the said composite purchase price is not subject to change under any circumstance whatsoever.

- 5.4 It is clarified and the Purchaser accords his consent that any payment made by the Purchaser to the Builder / Promoter hereunder shall be appropriated in the manner below :

- (a) Firstly towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration,
- (b) Secondly, towards interest on the amounts (including Total Consideration) payable hereunder and
- (c) Finally towards Total Consideration and the charges payable hereunder.

Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to

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appropriation/application of the payments made hereunder shall be valid or binding upon the Builder / Promoter.

Any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this agreement by the Purchaser.

6. **CONSTRUCTION AND DEVELOPMENT**

6.1 The Builder/Promoter shall, subject to the terms hereof, construct Lodha Fiorenza in accordance with the plans, designs and specifications approved by the concerned local authority and observe, perform and comply with all the terms, conditions, stipulations and restrictions imposed by the concerned local authority while sanctioning plans in the matter of construction of the additional floors over and above existing. The Parties 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 said plans or thereafter and the Builder/Promoter shall, obtain from the concerned local authority occupation and/or completion certificates in respect thereof. Without prejudice to the aforesaid, the Purchaser hereby confirms that the Builder/Promoter shall be entitled to amend and modify the plans of the Lodha Fiorenza and/or the Residential Flat, provided that such amendment/modification shall not result in reduction in the area thereof. It is clarified that in the event, the final area of the Residential Flat is more than the area agreed to be provided, the Purchaser agrees and undertakes to pay additional consideration to the Builder/Promoter for such excess area on pro rata basis, based on the Total Consideration stated in clause 5.1 hereinabove.

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

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the free ingress to and egress of the Purchaser from the Residential Flat is not adversely affected. It is further agreed that in the event the Purchaser dispute the rights of the Builder/Promoter and/or objects to construction of the Building by the Builder/Promoter, then in such case the Builder/Promoter shall have right to terminate this Agreement, notwithstanding the fact that the Purchaser has paid the said Total Consideration amount and/or has been put into formal possession of the Residential Flat.

- 6.3 The Builder/Promoter, if permitted by the appropriate authorities, reserves to itself the right to transfer the construction permissible on the said Property or transfer to the said Property for construction permissible on any other property and lay out such construction accordingly at any time. The Purchaser hereby accords his irrevocable consent to the same and undertakes not to raise any objection to such construction by the Builder/Promoter and waives his rights in that regard.
- 6.4 The Builder/Promoter shall be at liberty and is entitled to complete any portion/floor/wing/part of the Building and apply for and obtain Part Occupation Certificate therefore. When offered, the Purchaser shall be obliged to take possession of the Residential Flat on the basis of such Part Occupation Certificate which relates to the Residential Flat. In such an event, the Residential Flat shall without any hindrance or objection by the Purchaser, be entitled to carry out by itself or through its Contractors or otherwise the remaining work in respect of the Building and/or the project even if the same causes any nuisance and annoyance to the Purchaser.
- 6.5 The Purchaser agrees that till such time Building is conveyed in favour of the Ultimate Organization, the Builder/Promoter shall retain with itself all the rights on the terrace, in the compound and on the Building either by themselves or through their nominee or nominees as the case may be. Subject to the aforesaid the Builder/Promoter shall be at absolute liberty to allot/assign the said right to such person/s in the manner as they may deem fit and proper. Unless specifically provided herein or by a Separate Agreement, Deed and/ or Writing in favour of the Purchaser, the Purchaser shall not be entitled to the benefit of such rights. Subject to the aforesaid, the Purchaser further agrees that the Builder/Promoter shall be entitled to exclusively exploit commercially the restricted amenities including but not limited to installing on the terraces of the Building and/or on the Said Property antennae of various telecom and other

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service providers and the Purchaser agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived.


7. **SECURITIZATION OF TOTAL CONSIDERATION:**

The Purchaser hereby accords/grants his irrevocable consent to the Builder/Promoter to securitize the Total Consideration and/or part, thereof and the amounts receivable by the Builder/Promoter hereunder and to assign to the Banks / Financial Institutions the right to directly receive from the Purchaser the balance consideration / or part thereof hereunder. The Purchaser agrees and undertakes, upon receipt of any such intimation in writing by the Builder/Promoter, to pay without any delay, demur, deduction or objection to such Bank / Financial Institutions, the Total Consideration or part thereof and/or the amounts payable hereunder as per Annexure "11" hereto and as stated in clause 5.1 hereinabove. The Builder/Promoter covenants that the payment of such balance consideration or part thereof in accordance with the terms hereof, by the Purchaser to the Bank / Financial Institutions, shall be a valid payment of consideration or part thereof and discharge of his/her/its obligations hereunder.

8. **LOANS AGAINST THE RESIDENTIAL FLAT:**

8.1 It is hereby further expressly agreed that notwithstanding that the Purchaser approaches/has approached any Banks/Financial Institutions for availing of a loan in order to enable the Purchaser to make payment of the Total Consideration or part thereof in respect of the Residential Flat to the Builder/Promoter mortgaged/mortgage the Residential Flat with such Banks/Financial Institutions (which is to be subject to issuance by the Builder/Promoter of a No-Objection Letter in favour of such Banks/Financial Institutions) for repayment of the loan amount, it shall be the sole and entire responsibility of the Purchaser to ensure that the payment of the Total Consideration or the part thereof and/or the amounts payable hereunder. Further, the Builder/Promoter shall not be liable or responsible for the repayment to such Banks/Financial Institutions of any such loan amount or any part thereof taken by the Purchaser.

8.2 The Purchaser hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser, subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Residential Flat in any manner

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whatsoever without obtaining prior written permission of the Builder/Promoter and/or such Banks/Financial Institutions. The Builder/Promoter shall not be liable or responsible for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organization about the lien/charge of such Banks/Financial Institutions and the Builder/Promoter shall not be liable or responsible for the same in any manner whatsoever.

- 8.3 The Purchaser shall indemnify and keep indemnified the Builder/Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Builder/Promoter and its successors and assigns may suffer or incur by reason of any action that such Banks/Financial Institutions may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the Residential Flat. Notwithstanding the provisions hereof, the Purchaser hereby agrees and undertakes that the Builder/Promoter shall have first lien/charge on the Residential Flat towards all the claims, costs, charges, expenses and losses etc. of the Builder/Promoter and the Purchaser further undertakes to reimburse the same to the Builder/Promoter without any delay, default or demur.

9. **HOME AUTOMATION**

The Builder/Promoter is also providing Home Automation and Electrical Systems, as mentioned in the List of Amenities. The Purchaser is aware the Builder/Promoter is not the manufacturer of these systems and appliances. The Builder/Promoter does not warrant or guarantee the use, performance or otherwise of these systems/appliances. The Parties hereto agree that the Builder/Promoter is not and shall not be responsible or liable in connection with any defect or the performance/non performance or otherwise of these systems/appliances.

10. **CAR PARKING**

The Purchaser is aware that as a part of the Building and a common amenity, the Builder/Promoter is constructing multiple basements and podiums which consist of several car parking spaces as to be used by the Purchasers of the Residential Flats of the "Lodha Fiorenza" as set out in Annexure "10" hereto.

Handwritten signatures:
 [Signature] [Signature]

The exact location of the Car Parking spaces allocated to the Purchaser shall be finalized by the Builder/Promoter at the time of handing over the possession of the Residential Flat. (hereinafter referred to as "**the said Car Parking Spaces**"). The Purchaser is aware that the Builder/Promoter has in the like manner allocated and shall be allocating other car parking spaces to several Purchasers of the Residential Flats in the Building and the Purchaser undertakes not to raise any objection in that regard and the rights of the Purchaser to raise any such objection shall be deemed to have been waived. The Purchaser hereby accords his irrevocable and unconditional consent to the Builder/Promoter to allocate the other car parking spaces to the Purchasers of the respective Residential Flats in the Building. The Purchaser hereby confirms warrants and undertakes to use the car parking spaces so allocated to him for the purpose of the parking of car only, and not otherwise. The Purchaser hereby further warrants and confirms that the Purchaser shall upon formation of the Ultimate Organization and/or Conveyance, as contemplated herein, cause such Ultimate Organization to confirm and ratify and shall not and/or shall cause the Ultimate Organization not to alter or change the allocation of car parking spaces in the manner allocated by the Builder/Promoter to the various purchasers (including the Purchaser herein) of the Residential Flats in the Building.

11. REGISTRATION

The Purchaser shall immediately after execution of this Agreement, at his/her/its own cost and expenses, lodge the same for the registration with the Sub-Registrar of Assurances and shall forthwith inform the Builder/Promoter the serial number under which the same is lodged so as to enable the representative of the Builder/Promoter to attend the office and admit execution thereof.


12 POSSESSION

- 12.1 Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including the Total Consideration, the Builder/Promoter shall endeavor to provide the Residential Flat to the Purchaser for fit outs on or before the Fit Out Date as set out in **Annexure "10"** hereto. The Builder/Promoter shall endeavor to complete the construction of Residential Flat and make available the key Common Areas and

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Amenities within a period of 6 (six) months from the Fit out Date as set out in **Annexure "10"** hereto.

- 12.2 The Builder/Promoter shall be entitled to a grace period of 9 (Nine) months beyond the aforesaid dates respectively.
- 12.3 In the event, the Builder/Promoter fails to make available the Residential Flat to the Purchaser for fit-outs or complete Building, as the case may be, beyond the aforesaid said grace period of 9 (Nine) months, the Purchaser may, by giving notice in writing to the Builder/Promoter elect to terminate this Agreement and in such event, the Builder/Promoter shall be liable to refund to the Purchaser the Total Consideration or part thereof paid by the Purchaser in respect of the Residential Flat with simple interest at 9 percent per annum from the date of payment of the Total Consideration or part thereof till the date of such termination. The repayment of such amounts shall be made by the Builder/Promoter in 12 equal installments starting 60 days from the date of such termination. In the event of such termination neither Party shall have any other claim, against the other, in respect of the Residential Flat or arising out of this Agreement and the Builder/Promoter shall be at liberty to sell and dispose of the Residential Flat to any other person at such price and upon such terms and conditions as the Builder/Promoter may deem fit and proper.
- 12.4 If as a result of any legislative order or regulation or direction of the Government or Public authorities, the Builder/Promoter are unable to complete the aforesaid Building and/or give possession of the Residential Flat to the Purchaser in the time as prescribed in 12.1 and 12.2 above, the Builder/Promoter may by notice in writing terminate this Agreement and the only responsibility and liability of the Builder/Promoter in such an event will be to pay over to the Purchaser such Consideration or as may have been paid by the Purchaser with simple interest thereon @ 9% per annum from the date of payment of each installment to the date of notice of termination by the Builder/Promoter. The repayment of such amounts shall be made by the Builder/Promoter in 12 equal installments starting 60 days from the date of such termination.
- 12.5 Notwithstanding provisions hereof, the Builder/Promoter shall be entitled to reasonable extension of time for making available the Residential Flat for fit out

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or completion of Building on the aforesaid date, if the same is delayed for reasons beyond the control of the Builder/Promoter including on account of:-

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

12.6 The Purchaser shall take formal possession of the Residential Flat within (15) fifteen days of the Builder/Promoter giving written notice to the Purchaser intimating that the Residential Flat is ready for use and occupation. In the event the Purchaser fails and /or neglects to take formal possession of the Residential Flat within the said period, the Purchaser shall be liable to pay to the Builder/Promoter compensation calculated at the rate of Rs. 10/- per sq. ft of the carpet area per month or part thereof till such time the Purchaser takes possession of the Residential Flat. Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken possession from the expiry of the 15th day of the date of the said written notice and this date shall be deemed to be the "Date of Possession" and all the obligations of the Purchaser related to the Residential Flat shall be deemed to be effective from the date of such Deemed Possession. The Purchaser shall alone be responsible/liable in respect any loss or damage that may be caused to the Residential Flat from the expiry of 15 days from the Notice of Possession.

13. DEFECT LIABILITY

If within a period of 12 months from the date of making available the Residential Flat to the Purchaser for fit outs, the Purchaser brings to the notice of the Builder/Promoter any defect in workmanship of the Residential Flat or the material used thereon (wear and tear and misuse excluded), wherever

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possible, such defects (unless caused by or attributable to the Purchaser) shall be rectified by the Builder/Promoter at their own costs. In the case it is not possible to rectify such defects then the Purchaser shall be entitled to receive from the Builder/Promoter reasonable compensation for rectifying such defect, based on the estimated cost of rectifying such defect as may be determined by the Project Architect of the Builder/Promoter. Provided that the liability of the Builder/Promoter under this clause shall not exceed Rs. 5,00,000/- (Rupees Five Lakhs only).

14. **SET OFF / ADJUSTMENT**

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

15. **ULTIMATE ORGANIZATION**

15.1 The Purchaser along with other Purchasers of the Residential Flats in the Building shall upon the completion of the Project, join in forming and registering the Ultimate Organization to be known by such name as the Builder/Promoter may in its sole discretion decide for this purpose and from time to time sign and execute the application for registration and other papers and documents necessary for the formation and the registration of the Ultimate Organization and duly fill in, sign and return to the Builder/Promoter within 7 days of the same being forwarded by the Builder/Promoter to the Purchasers, so as to enable Builder/Promoter to register the Ultimate Organization of the Residential Flat Purchasers.

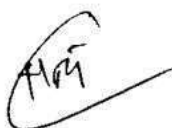
15.2 The Purchaser agrees and undertakes to cause the Ultimate Organization to ratify and confirm that the name of Building and/or Ultimate Organization shall not be changed without the prior written consent of the Builder/Promoter.

15.3 Unless it is otherwise agreed to by and between the Parties hereto and subject to the provisions hereof, the Builder/Promoter shall upon the completion of the Project, cause to be transferred to the Ultimate Organization the Building

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together with the portion of the said Property beneath thereto by obtaining or executing the necessary Deed of Conveyance or such other document as would transfer the rights of the Builder/Promoter in respect of the Building and/or the portion of the said Property in favour of such Ultimate Organization and such Deed of Conveyance shall be in keeping with the terms and provisions of this Agreement. It is further clarified that save and except the rights agreed to be conferred upon the Purchaser and/or the Ultimate Organization, no other rights are contemplated or intended agreed to be conferred upon the Purchaser or the Ultimate Organization, in respect of the Building or the said Property and in this regard the Purchaser for himself and/or the Ultimate Organization, waives all his rights and claims and undertakes not to claim and cause the Ultimate Organization not to claim any such right in respect of Building or the said Property.

- 15.4 It is clarified and the Purchaser agrees and understands that irrespective of the possession of the Residential Flat being given to the Purchaser and/or the Management being given to the ad-hoc committee of the Residential Flat Purchasers and/or Conveyance of the Building and the portion of the said Property beneath Building being conveyed to the Ultimate Organization, the rights under this Agreement reserved for the Builder/Promoter including for exploiting the potentiality of the said Property shall be subsisting and shall continue to vest in the Builder/Promoter and the Purchaser in this regard for himself and the Ultimate Organization waives all his rights in that regard and undertakes and/or cause the Ultimate Organization not to claim any such rights till the Deed of Conveyance or such other document is executed conveying the said Property in favour of any ultimate organization/Condominium.
- 15.5 The Builder/Promoter hereby agrees that they shall before handing over the possession of the Residential Flat to the Purchaser and in any event before execution of a Deed of Conveyance in favour the Ultimate Organization, as contemplated herein, make full and true disclosure of the nature of the title to the Said Property as well as encumbrances and/or claims, if any in/over the said Property. The Builder/Promoter shall, as far as practicable, ensure that upon such Conveyance/Assignment of Lease in favour of the Ultimate Organization, Building and portion of the land beneath it, is as far as practicable free from encumbrances.

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16. FACILITY MANAGEMENT COMPANY

The Purchaser is aware that the Builder/Promoter shall in respect of the Building and/or the Project appoint a Facility Management Company (FMC) to manage the said Property, the Buildings thereon including the Building and the facilities/amenities and/or provide and/or procure provisions of services including of operating the Club. The Purchaser alongwith the other purchasers of the residential flats shall be entitled to avail of the services to be provided or arranged by or through the FMC at a cost or charges that may be fixed by the FMC. All costs, charges and expenses that may be claimed by the FMC shall be to the account of and borne by the purchasers of the residential flats and/or units in the Building. These costs shall be shared by all such Purchasers on pro-rata basis determined by the Builder/Promoter and/or FMC. The Purchaser agrees and undertakes to cause the Ultimate Organization to be bound by the rules and regulations that may be framed by the FMC. The FMC shall have the exclusive right to continue to manage the said Property for a period of Five years which will commence from the date of obtaining Occupation Certificate (OC) in respect of the Project. The Purchaser alongwith the purchasers of other residential flats shall undertake and cause Ultimate Organization to ratify the appointment of FMC as aforesaid. The Purchaser is aware that the Builder/Promoter is not in the business of or providing services proposed to be provided by the FMC or through the FMC. The Builder/Promoter does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/FMC. The Parties hereto agree that the Builder/Promoter is not and shall not be responsible or liable in connection with any defect or the performance/non performance or otherwise of these services provided by the respective Service Providers/FMC.

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

17.1 The Builder/Promoter shall make available the Common Areas and Amenities as set out in **Annexure "12"** hereto.

17.2 Restricted Areas and Amenities

Upon making full payment of all amounts due under this Agreement and/or from the date the Club is made available for use, the Purchaser of the Residential Flat shall be entitled to use the facilities of the "**CLUB**", which is proposed to be constructed on the portion of the said Property under the

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control of FMC or any other person nominated by the FMC. The Purchaser shall be entitled to nominate a maximum of 6 (six) individuals including the Purchaser (all of whom are direct family members and staying with the principal occupant in the Residential Flat) to be added as members and avail the facilities of the said Club. The membership will be subject to the terms and conditions, rules and usage charges, as may be framed /levied from time to time by the operator(s) of "the CLUB". The right to use the facilities at the Club shall be personal to the Purchaser of the Residential Flat in the Building and shall not be transferable in any manner to any third person or party whatsoever. In the event that the Residential Flat in the Building is sold/transferred by the Purchaser then and in that event the Purchaser shall be deemed to have transferred the right to utilize the said facilities as well as Chief Membership to the then Purchaser/Transferee of the Residential Flat. It is, however, clarified that that the Builder/Promoter/Operator shall be entitled to grant membership rights to such other person(s) as they may deem fit and the Purchaser shall not be entitled to object to the same. The Purchaser shall be obliged to pay the charges, if any, levied by the operator of the Club for specific service(s) availed of by the Purchaser. The Purchaser hereby agrees, confirms and declares that the said "CLUB" shall always remain the property of the Builder/Promoter. The Purchaser shall, in addition to the Total Consideration and other amounts payable hereunder, at the time the Residential Flat is made available to the Purchaser for fit-outs, be obliged to and agree to pay to the Builder/Promoter towards non-refundable club membership service in respect of the "Club" the amount set out in **Annexure "13"** hereto for the period of 24 months from the month the services of the Club are made available to the purchasers of the Residential Flats in the Building.

- 17.3 The Builder/Promoter does not warrant or guarantee for use, performance or otherwise these services. The Parties hereto agree that the Builder/Promoter shall not be responsible or liable in connection with any deficiency or the performance/non performance of the services or otherwise provided to the Purchaser.

18. INTERIOR DESIGN SERVICE

The Builder/Promoter shall engage the service of the interior design studio to design (i) Floor finish, (ii) Wall Finish and (iii) Ceiling with basic lighting. It is clarified that no furniture, loose items, designer light fittings or carpentry would be provided in any of the Residential Flats. The Residential Flat shall be finished

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as per the specifications mentioned herein (subject to any brand changes as may be finalized by the said interior design firm), to which the Purchasers consent and agrees not to raise any objection in that regard. The cost for any other services procured/provided to the Purchaser in respect of design of interior spaces shall be borne and paid by the Purchaser alone.

19. **CONTRIBUTION, CHARGES AND EXPENSES**

- 19.1 The Purchaser shall on or before delivery of possession of the Residential Flat in addition to Total Consideration and Contribution, pay to the Builder/Promoter the amounts mentioned in **Annexure "13"** hereto.
- 19.2 The Purchaser is aware that the Contribution is provisional and is subject to the revision by the Builder/Promoter/FMC, to which the Purchaser has no objection. Purchaser agrees and undertakes to pay on demand and without any demur or objection to the Builder/Promoter/FMC, as the case may be, such revised Contribution.
- 19.3 After the expiry of the period of 24 months from the date the Residential Flat is made available for fit-outs, the Purchaser agrees undertake 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 withhold the same for any reason whatsoever. All the deposits payable to MCGM, BMC for water connection and electricity charges, gas connection, I.O.D. deposit, layout deposit or permanent deposits and the deposits payable for the amenities to be provided such as internet connection, telephone connection or any other amenity specified at a later date in respect of the Residential Flat which become payable and shall be paid or reimbursed to the Builder/Promoter by the Purchaser.
- 19.4 Without prejudice to the provisions of clauses 19.1 to 19.3, the Purchaser agrees and undertakes to pay proportionate share towards development charges, betterment charges and property tax that may be levied or become payable and as determined by the Builder/Promoter /FMC in respect of the said Property and/or the Residential Flat, as the case may be.
- 19.5 The Builder/Promoter shall maintain a separate account in respect of sums received by the Builder/Promoter from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Ultimate

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Organization towards the outgoings, legal charges and shall utilize the amount only for the purposes for which they have been received.

20. TAXES, LEVIES AND CHARGES

20.1 The Purchaser agrees that all levies and/or taxes and/or assignments and/or charges of any nature whatsoever (present or future), including but not limited to Service Tax and VAT, Stamp Duty, Registration Charges as are or may be applicable and/or payable hereunder or in respect of the Residential Flat or otherwise shall:-

- (i) be solely and exclusively borne and paid by the Purchaser and
- (ii) shall be exclusive of and in addition to the Total Consideration.

20.2 It is, however, clarified that the property taxes in respect of the Residential Flat shall be borne and paid by the Purchaser only after the Builder/Promoter makes available the Residential Flat for fit-outs.

20.3 The Purchaser confirms and agrees that the Purchaser alone shall and undertakes to bear and pay on demand all sums, taxes, levies, charges, deposits, duties, fees and premium.

21. INTEREST

The Purchaser agrees to pay to the Builder/Promoter interest at 18 percent per annum, quarterly compounded, on all the amounts including the Total Consideration or any part thereof, which become due and payable by the Purchaser to the Builder/Promoter under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Builder/Promoter, till the date of realization of such payment.

22. PURCHASER'S COVENANTS

The Purchaser for himself with intention to bring all persons into whatsoever hands the Residential Flats may come, doth hereby covenant with the Builder/Promoter as follows:-

- a. To maintain the Residential Flat at Purchaser's own cost in good tenantable repair and proper condition from the date of possession of the Residential Flat is taken and shall not do or suffer to be done anything in or to the Building in which the Residential Flat is situated, or to the staircase or any passages in which the Residential Flat may be situated against the rules,

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regulations or bye-laws of the concerned local or any other authority or change / alter or make addition in or to the Building in which the Residential Flat is situated and the Residential Flat itself or any part thereof.

b. The residential Complex known as Lodha Fiorenza and the Lodha Fiorenza's name shall not be changed at any time by the Purchaser or the Ultimate Organization without the prior written consent of the Builder/Promoter.

c. The Purchaser shall only upon obtaining and after receipt of the Occupation Certificate, use the Residential Flat or any part thereof or permit the same to be used for purpose of residence and shall use the Car Parking Space only for purpose of keeping or parking the Purchaser's own vehicle.

d. Not to store in the Residential Flat any goods which are of hazardous, combustible or of dangerous nature so as to damage the construction or structure of the Building in which the Residential Flat is situated or storing of such goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or likely to damage the staircases, common passages or any other structure of the Building in which the Residential Flat is situated, including entrances of the Building in which the Residential Flat is situated and in case any damage is caused to the Building in which the Residential Flat is situated or the Residential Flat on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the Breach.

e. To carry at his own cost all internal repairs to the Residential Flat and maintain the Residential Flat in the same condition, state and order in which it was delivered by the Builder/Promoter to the Purchaser and shall not do or suffer to be done anything in or to the Building in which the Residential Flat is situated which may be given as per the rules, regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority.

f. Not to make any changes whatsoever which would cause any change to the external façade of Lodha Fiorenza including but not limited to not making any change or to not alter the windows and/or grills provided by Builder/Promoter.

g. Not to demolish or cause to be demolished the Residential Flat or any part thereof, nor at any time make or cause to be made any structural addition or alteration of whatever nature in or to the Residential Flat or any part thereof,

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nor any alteration in the elevation and outside color scheme of the Building in which the Residential Flat is situated and shall keep the portion, sewers, drains pipes in the Residential Flat 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 Residential Flat is situated and shall not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Residential Flat without the prior written permission of the Builder/Promoter and/or the Ultimate Organization.

h. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the portion of the said Property and the Building in which the Residential Flat is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

i. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Residential Flat in the compound or any portion of the said Property and the Building in which the Residential Flat is situated.

j. Ensure and cause the Ultimate Organization that the Building is painted once every 5 years and kept in good and proper condition.

k. Not to put any wire, pipe, grill, plant, outside the Residential Flat and not to dry any clothes and not to put any articles outside the Residential Flat or the windows of the Residential Flat.

l. Not to put any claim in respect of the restricted amenities including open car parking space, open space, stilt parking, hoarding, gardens attached to other Residential Flats or terraces and the same are retained by the Builder/Promoter as restricted amenities.

m. To pay to the Builder/Promoter within 7 days of demand by the Builder/Promoter, his share of security deposit demanded by concerned local authority or government for giving water, electricity or any other service in connection to the Building in which the Residential Flat is situated.

n. To clear and pay increase in local taxes, development charges, water charges, insurance and such other taxes, fees, levies, if any, which are imposed by the concerned local authority and / or government and / or other public authority, an account of change of user of the Residential Flat by the Purchaser viz user for any purposes other than for residential or otherwise.

o. The Purchaser shall not without the prior written consent of the Builder/Promoter let, sub-let, transfer, assign or part with Purchaser's interest or benefit under this Agreement or part with the possession of the Residential Flat until the possession of the Residential Flat is handed over to the Purchaser.

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In any other case and unless the Deed of Conveyance as contemplated herein is executed in favour of Ultimate Organization, the Purchaser may with the prior written consent of the Builder/Promoter (which consent may not be unreasonably withheld) sell, transfer, lease, assign or dispose of the Residential Flat provided that the Purchaser is not in breach of any of the terms hereof all amounts due and payable under this Agreement have been paid.

p. The Purchaser shall observe and perform all the rules and regulations or bye-laws which the Ultimate Organization may adopt at its inception and the additions, alterations or amendment thereof that may be made from time to time for protection and maintenance of the Building and the Residential Flat therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Ultimate Organization regarding the occupation and use of the Residential Flat in the Building accordingly in accordance with the terms of this Agreement.

q. The Purchaser agrees and acknowledges that the sample Residential Flat constructed by the Builder/Promoter and all furniture, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing the Residential Flat and the Builder/Promoter is not liable/required to provide any furniture, items, electronic goods amenities etc. as displayed in the sample Residential Flat, other than as expressly agreed by the Builder/Promoter under this Agreement.

r. Until a Deed of Conveyance in favour of the Ultimate Organization is executed and the entire Project is declared by the Builder/Promoter as completed, the Purchaser shall permit the Builder/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the Residential Flat, Building and Buildings or any part thereof to view and examine the state and condition thereof.

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

23.1 In the event the Purchaser commits:-

- (a) default in payment of any amount due and payable under this Agreement (including Transfer Charges, Contribution and/or proportionate share of taxes levied by concerned local authority and other outgoings) and/or
- (b) breach of any of the terms and conditions herein contained,

- (c) the Builder/Promoter may at its own option and without prejudice to the other rights and remedies available hereunder or otherwise by a notice in writing:-
- i. require the Purchaser to specifically perform this Agreement or
 - ii. terminate this Agreement.

Provided however, always that the power of termination herein before contained shall not be exercised by the Builder/Promoter unless and until the Builder/Promoter shall have given to the Purchaser (15) fifteen days prior notice in writing of its intention to terminate this Agreement and of the breach of terms and conditions in respect of which it is intended to terminate the Agreement and the default shall have been made by the Purchaser in remedying such breach or breaches within a period of 30 days after giving such notice: Provided further that upon termination of this Agreement as aforesaid, the Builder/Promoter shall refund to the Purchaser the Refund Amount in 12 equal monthly installments and the first such installment shall commence from the expiry of the 13th month of the month in which the termination takes place. The Builder/Promoter shall not be liable to pay to the Purchaser any interest on the amount so refunded upon such termination.

- 23.2 Upon such breach or default, the Purchaser shall be liable and agrees and undertakes to forthwith pay to the Builder/Promoter the Liquidated Damages. It is clarified that the liability to pay Liquidated Damages shall be without prejudice to any other rights and remedies available to the Builder/Promoter hereunder or otherwise.
- 23.3 In the event this Agreement is terminated, the Purchaser shall cease to have right of any nature whatsoever either in respect of the Residential Flat or against the Builder/Promoter and the Builder/Promoter shall be entitled to deal with and/or dispose of the Residential Flat in the manner it deems fit and proper.
- 23.4 Subject to the terms hereof the said Property shall be transferred by the Builder/Promoter by causing to execute a Deed of Conveyance/Assignment and in such document the Builder/Promoter shall join as a Confirming Party transferring Lodha Fiorenza. In the event of the transfer of the said Property being effected earlier for any reason whatsoever, then in such case, all the rights of the Builder/Promoter under this Agreement shall be in full force and

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binding upon the transferees and all its members and such transfer shall always be deemed to be subject to the provisions of this Agreement and the transferees shall not have any better right than the right intended to be granted under this Agreement.

- 23.5 Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Residential Flat or of the said Property and Building or any part thereof. The Purchaser shall have no claim in regards to all open spaces, parking spaces, lobbies, staircase, terraces, gardens attached to other Residential Flats recreation spaces etc., save and except in respect of the Residential Flat hereby agreed to be sold to him/her/them as set out herein.
- 23.6 The Purchaser hereby declares that he has read and understood the Agreement and all the documents related to the said Property and the Residential Flat purchased by the Purchaser and has expressly understood the contents, terms and conditions of the aforesaid documents and all the disclosures made by the Builder/Promoter as aforesaid, after being fully satisfied the Purchaser has entered into this Agreement.
- 23.7 All Notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers by Registered Post A.D. / Under Certification of Posting at his/her/its address specified in **Annexure "10"** hereto.

24. DISPUTE RESOLUTION AND GOVERNING LAW

- (A) If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavor to resolve the same by mutual discussions and Agreement.
- (B) If the dispute or difference cannot be resolved within a period of 7 days, from the notice by the aggrieved Party under sub clause (a) above, then the dispute shall be referred to Arbitration. Arbitration shall be conducted in Mumbai, India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory

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modifications or replacement thereof. All arbitration proceedings will be in the English language. The Arbitration shall be conducted by a Sole Arbitrator which shall be appointed by the Builder/Promoter.

- (C) The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. The Award may include costs, including reasonable attorney fees and disbursements. Judgment upon the award may be entered by the Courts in Mumbai.
- (D) Unless terminated, this Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.
- (E) This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

25. SEVERABILITY

- a. If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provisions of this Agreement or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- b. In the event any one or more of the provisions of this Agreement is held to be unenforceable under applicable law:-
 - (i) Such enforceability shall not affect any other provision of this Agreement,
 - (ii) This Agreement shall be construed as if said unenforceable provision had not been contained therein and
 - (iii) The Parties shall negotiate in good faith to replace such unenforceable provision by such as gives effect nearest to that of the provision being replaced, and preserves the party's commercial interests under this Agreement.

26. WAIVER

Any delay tolerated or indulgence shown by the Builder/Promoter in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of installment to the Purchaser by the Builder/Promoter shall not be construed as waiver on the part of the Builder/Promoter of any breach or non-

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compliance of any of the terms and conditions of this Agreement by the Purchaser nor the same shall in any manner prejudice or affect the rights of the Builder/Promoter.

27. ENTIRE AGREEMENT

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

28. CONFIDENTIALITY

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

28.2 The Purchaser shall not make any public announcement regarding this Agreement without prior consent of the Builder/Promoter.

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

- a) such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating organization or other recognized investment exchange having jurisdiction over the Parties; or
- b) such disclosure is required in connection with any litigation; or

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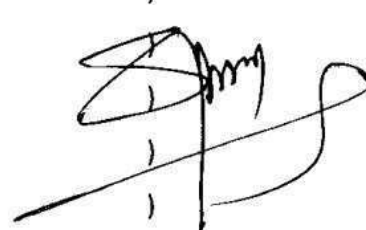
c) such information has entered the public domain other than by a breach of the Agreement.

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

SIGNED AND DELIVERED

M/S PRANIK LANDMARK ASSOCIATES

The Builder/Promoter abovenamed
Is hereunto affixed pursuant to
through the hands of Constituted Attorney
of Builder/Promoter vide Power of Attorney
dated _____
on 2nd day of May 2011

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)

In the presence of:

- 1. _____
- 2. _____

)
)
)

SIGNED AND DELIVERED

By the within named Purchaser
Shri/Smt. Neeta Thakare
Usha Thakare

)
)

)
)

In the presence of:

- 1. _____
- 2. _____

)
)
)

RECEIVED on the day and year first)
 Hereinabove written of and from the)
 Withinnamed Purchaser the sum of)
 Rs. 38,97,816/- Rupees Thirty Eight)
lax Ninety seven Thousand)
Eight Hundred sixteen only.)
 _____ only)
 Being the amount to be paid by the)
 Purchaser on execution of these)
 Presents to us by Cheque No. 169750,)
175767, 291816, 175770)
 Dated 13/2/11, 01/3/11, 15/4/11)
 Drawn on Dena, PNB Bank)
Mumbai Branch)

Rs. 38,97,816/-

WE SAY RECEIVED
FOR M/S PRANIK LANDMARK ASSOCIATES


 PARTNERS

WITNESSES:-

1.

2.

Annexure "1"

A. CHAIN OF TITLE:

- A. Nirlon Limited is inter-alia entitled to land admeasuring 44971.72 sq. mtrs situate at Village Pahadi and Village Goregaon within Greater Mumbai.
- B. By and under the Development Agreement dated 28th July, 2003 (hereinafter referred to as "**the said Development Agreement**") and registered with the office of the Sub-Registrar of Assurances at Borivli No – 1 under Serial No. BDR2-5411-2003 on even date, made between Nirlon Limited of the One Part and (1) Synchem Chemicals India Private Limited and (2) Khandelwal Estates Private Limited, the then partners of the Builder/Promoter of the Other Part; Nirlon Limited granted in favour of the Builder/Promoter development rights in respect of the plot of land bearing CTS Nos. 587 (P) and 586 (P) of Pahadi Village and 257 (P) of Goregaon Village and 257 – G (P) of Goregaon Village corresponding to New CTS Nos. 586-1 of Pahadi Village and 257G (P) of Goregaon Village admeasuring 27,882 sq. mtrs (hereinafter referred to as the "**Larger Property**") more particularly described in the **First Schedule** hereunder written at or for the consideration and on the terms and conditions therein contained.
- C. By a Power of Attorney dated 28th July, 2003 registered with the office of the Sub- Registrar of Assurances at Borivali under Serial No. BDR-2- 5412-2003 on even date, Nirlon Limited appointed the nominees of Builder/Promoter as named therein to develop and deal with the Property in pursuance of the Development Agreement.
- D. Pursuant to Substituted Power of Attorney dated 20th January, 2010 registered with the office of the Sub- Registrar of Assurances at Borivali under Serial No. BDR-2- 2607-2010 on 8th March, 2010, (1.) Mr. Deshbandhu Gupta , (2.) Mr. Nilesh Deshbandhu Gupta and (3.) Mr. Khushiram Gupta appointed (1.) Mr. Abhisheck Lodha, (2.) Mr. Mangal Prabhat Lodha and (3.) Mr. Abhinandan Lodha jointly and severally as the (substituted) lawful attorneys who are representatives of the Builder/Promoter to act on behalf of the Nirlon Limited in respect of the said Property and to develop and deal with the said Property in pursuance of the Development Agreement.

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- E. By the Orders bearing No. C/ULC/6 (i)/SR VII-162A/1218 dated 21st May, 1994 read with the permission bearing No.C/ULC/DIII/22/7126 dated 27th September, 2002 passed under Section 8(4) of the Urban Land (Ceiling & Regulations) Act, 1976 the Additional Collector and Competent Authority held that there is no surplus vacant land in the hands of Nirlon.
- F. By a Development Agreement dated 6th November, 2003 ("Raheja Development Agreement") made between Builder/Promoter of the First Part, Nirlon of the Second Part and K. Raheja Universal Private Limited now known as Raheja Universal Limited with effect from 25th January, 2010 (hereinafter referred to as "Raheja"), of the Third Part and registered with the office of the Sub-Registrar of Assurances at Borivali under Serial No. 8190 of 2003, the said Builder/Promoter with the confirmation of Nirlon granted development rights in favour of Raheja in respect of the property admeasuring 8537 sq. mtrs or thereabouts forming part of the Larger Property (hereinafter referred to as "**Raheja Property**") at or for the consideration and on the terms and conditions therein contained.
- G. Pursuant to the Raheja Development Agreement and by a Deed of Lease dated 6th January 2010 and registered with the office of the Sub-Registrar of Assurances at Borivali under Serial No. 206-2010, the said Nirlon with the consent of the Builder/Promoter inter-alia demised unto the said Raheja Sherwood Co-operative Housing Society Limited the Raheja Property for the term of 999 years commencing from 1st September 2008 at or for the lease rent and on the terms and conditions set out therein.
- H. On a portion of the said larger property a Commercial/Retailed building known as "The Hub" consisting of six floors (i.e., lower ground floor, upper ground floor plus four upper floors) has been constructed and developed. The units in the Hub have been sold /disposed off.
- I. Subject to the aforesaid, Builder/Promoter continues to be entitled to exclusive development rights in respect of the balance portion i.e. Larger property (less) the Raheja Property less HUB which balance portion is more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as the "**Said Property**").

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B. SCHEDULE OF PROPERTY:**THE FIRST SCHEDULE ABOVE REFERRED TO:
(LARGER PROPERTY)**

Area admeasuring 27,882.00 sq. meters forming part of the Larger Property described in the First Schedule hereinabove written and bounded as under:

East: by Service road and Express Highway
West: by internal road abutting Plot "A" of Nirlon
North: 12 Feet access road
South: DP Road and New Standard Engineering

**THE SECOND SCHEDULE ABOVE REFERRED TO:
(SAID PROPERTY)**

The Said Property being the balance admeasuring 19345 sq. mtrs or thereabouts forming a part of Property mentioned hereinabove.

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Annexure "10"

- (i) Residential Flat No : 2704
(ii) Floor : 27th
(iii) Tower : Fiorrenza B
(iv) Carpet Area : 875 sq. ft.
(v) Car Parking Spaces : 1 (one) (Nos.)
(vi) Date of Fit Out : 30th sept-2014
(vii) Address of Purchaser for Notices : E-2, Banganga society
opp. v.s. vitamins, Govandi Station
Road, Deonar, Mumbai-400088.

Annexure "11"

(A) Total Consideration shall be Rs. 1,95,87,015/- (Rupees One crore Ninety
Five lacs Eighty seven Thousand fifteen only only).

(B) Payment Schedule**Towers A,B,C**

Earnest Money	Rs. <u>4,50,000/-</u>
Within 21 days from booking Date	Rs. <u>15,08,702/-</u>
Within 42 days from booking Date	Rs. <u>19,39,114/-</u>
At the time of agreement	Rs. <u>9,79,351/-</u>
Plinth Initiation	Rs. <u>14,69,026/-</u>
Podium Level 2	Rs. <u>14,69,026/-</u>
Podium Level 6	Rs. <u>14,69,026/-</u>
On Initiation of 1st Slab	Rs. <u>14,69,026/-</u>
On Initiation of 6th Slab	Rs. <u>14,69,026/-</u>
On Initiation of 12th Slab	Rs. <u>14,69,026/-</u>
On Initiation of 18th Slab	Rs. <u>14,69,026/-</u>
On Initiation of 24th Slab	Rs. <u>14,69,026/-</u>
On Initiation of 30th Slab	Rs. <u>14,69,026/-</u>
On Initiation of 35th Slab	Rs. <u>5,09,262/-</u>
On	Rs. <u>—/-</u>
On	Rs. <u>—/-</u>
On	Rs. <u>—/-</u>
On Possession	Rs. <u>9,79,352/-</u>

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Annexure "10"

- (i) Residential Flat No : _____
- (ii) Floor : _____
- (iii) Tower : _____
- (iv) Carpet Area : _____ sq. ft.
- (v) Car Parking Spaces : _____ (Nos.)
- (vi) Date of Fit Out : _____
- (vii) Address of Purchaser for Notices: _____

Annexure "11"

(A) Total Consideration shall be Rs. _____/- (Rupees _____
 _____ only).

Exclusive Tower

Earnest Money	Rs. _____/-
Within 21 days from booking Date	Rs. _____/-
Within 42 days from booking Date	Rs. _____/-
At the time of agreement	Rs. _____/-
Plinth Initiation	Rs. _____/-
Podium Level 2	Rs. _____/-
Podium Level 6	Rs. _____/-
On Initiation of 1st Slab	Rs. _____/-
On Initiation of 6th Slab	Rs. _____/-
On Initiation of 12th Slab	Rs. _____/-
On Initiation of 18th Slab	Rs. _____/-
On Initiation of 24th Slab	Rs. _____/-
On Initiation of 30th Slab	Rs. _____/-
On Initiation of 36th Slab	Rs. _____/-
On Initiation of 42nd Slab	Rs. _____/-
On Initiation of 48th Slab	Rs. _____/-
On Initiation of 53rd Slab	Rs. _____/-
On	Rs. _____/-
On	Rs. _____/-
On	Rs. _____/-
On Possession	Rs. _____/-

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Annexure "12"

COMMON AREAS:-

1. Stair case and main passage in the Building.
2. Staircase Entrance Area in the Building.
3. Staircase Landings in the Building.
4. Pump rooms in the Building.
5. Lift Rooms and Lift Well in the Building.
6. Entrance Lobby on ground floor in the Building.
7. Garden Areas and the facilities thereon (i) except the areas attached to any Residential Flat in the Buildings or (ii) the rights in respect thereof reserved by the Builder or (iii) except GCP parking floors/Area).

COMMON AMENITIES:

KEY OUTDOOR FACILITIES

1. Swimming Pool with Kid's Pool
2. kid's play area
3. Themed garden and lawns
4. Temple
5. Elder's Corner
6. Jogging/Walking Track
7. Sit outs, meeting spaces
8. Amphitheatre
9. Fountains & water bodies
10. Clubhouse with:
 - World class Gymnasium with cardio section
 - Indoor games arena – pool table, table tennis, cards, carom etc.
 - Spa with Steam, Jacuzzi, massages Rooms etc.
 - Library with seating lounge
 - Business Centre with 2 Conference Rooms
11. Exclusive usable area with separate swimming pool for Exclusive tower residents
12. Lounge at last level of exclusive tower for exclusive use for residents of exclusive tower only

Handwritten signature and initials: [Signature] URT

Amenities inside the residence:**Exclusive Tower:**

- Italian marble flooring in living/dining, kitchen, puja, passage and all bedrooms.
- Fitted Poggenpohl kitchens
- Separate Store and Utility Area finished in vitrified tiles
- Separate Powder Toilet
- 4 fixture master toilet and Walk-in wardrobe space in master bedroom
- Attached domestic help's space finished in vitrified tile with attached toilet
- Decks finishes in Italian marble and with SS and glass railing
- Master and Powder toilet finished in Italian/agglomerated marble and other toilets in agglomerated marble
- Duravit/ Kohler or equivalent sanitary ware and Gessi/ Hansgrohe/Grohe or equivalent CP fittings in all toilets (except servant toilet)
- Motion sensors in bathrooms and passage.
- Air conditioned homes in all residences (kitchen, decks, terrace, store, toilets, servant room and service areas excluded)
- Home automation
- Security - swipe card access to lobby, biometric lock to every residence, video door phone, CCTV monitoring of common areas, Gas detector in kitchen and emergency alarm in homes and controlled access to parking areas.
- Telephone and internet connectivity.

Towers A, B and C:

- Italian marble flooring in living/dining, puja, passage and all bedrooms
- Vitrified tiles in kitchen and utility
- Decks finishes in vitrified tiles and with MS and glass railing
- Separate Store[#]
- Separate Powder Toilet[#]
- Separate Utility Area for each residence
- 4 fixture master toilet[#]
- Walk-in wardrobe space in master bedroom[#]
- Attached domestic help's space finished in vitrified tiles with toilet[#]
- All Master toilets finished in Italian/agglomerated marble. All other toilets finished in designer vitrified tiles.
- Motion sensors in bathrooms and passage

 URT

- Duravit / Kohler sanitary ware or equivalent and Grohe/Hansgrohe or equivalent CP fittings in all toilets (except servant toilet)
- Air conditioned homes (kitchen, decks, store, toilets, servant room and service areas are excluded)
- Home automation
- Security - swipe card access to lobby, video door phone, CCTV monitoring of common areas, Gas detector in kitchen and emergency alarm in homes and controlled access to parking areas.
- Telephone and internet connectivity

Select residences only


Amenities inside the Tower:

Exclusive Tower:

1. Air conditioned Main entrance lobby finished in Italian marble
2. Designer Floor lobby
3. Swipe card access to lobby
4. 4 Hi-speed Passenger elevators from Mitsubishi/Schindler/Otis or equivalent
5. Separate Service elevator
6. DG power backup for lifts and common area lighting

Towers A, B and C:

1. Air conditioned Main entrance lobby finished in Italian marble
2. Designer Floor lobby
3. Swipe card access to lobby
4. 3 Hi-speed passenger elevators from Otis/Schindler or equivalent
5. Separate Service elevator
6. DG power backup for lifts and common area lighting

 URT

Annexure "13"**SOCIETY CHARGES:-**

- a) Rs.350/- (Rupees Three hundred and Fifty only) towards share application money and application entrance fee of the Ultimate Organization.
- b) Rs. 182,700/- - Rupees one lac Eighty two Thousand Seven Hundred only - Only) towards provisional outgoings of Water Bills, Common Electric Bills, Maintenance Charges and other Ultimate Organization expenses (calculated at Rs. 870/- /-) per sq. ft carpet area per month for 24 months from the date of Possession and subject to revision thereafter, as per the market conditions.
- c) Rs. 25000/- (Rupees Twenty Five Thousand only) are being the expenses for formation and registration of the Ultimate Organization.

OTHER CHARGES:-

- a) Rs.25000 /- (Rupees Twenty Five Thousand only) towards Legal Charges.
- b) Rs. 50000/- (Rupees Fifty Thousand only) towards electric connection, water connection, transformer, cable, laying, pipe laying and other related charges.
- c) Rs. 36000/- (Rupees Thirty Six Thousand only) @ Rs 1500 per month for a period of 24 months towards non-refundable Club Membership Fees of Club.

ART UBT

DATED THIS 2nd DAY OF May 2011

M/S. PRANIK LANDMARK ASSOCIATES

.. BUILDER/PROMOTER

AND

.. PURCHASER

AGREEMENT FOR SALE of
Residential Flat No. 2704 on 27th floor
in B Wing in the Project
known "**Lodha Fiorenza**".

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

PRANIK LANDMARK ASSOCIATES



03/03/2010

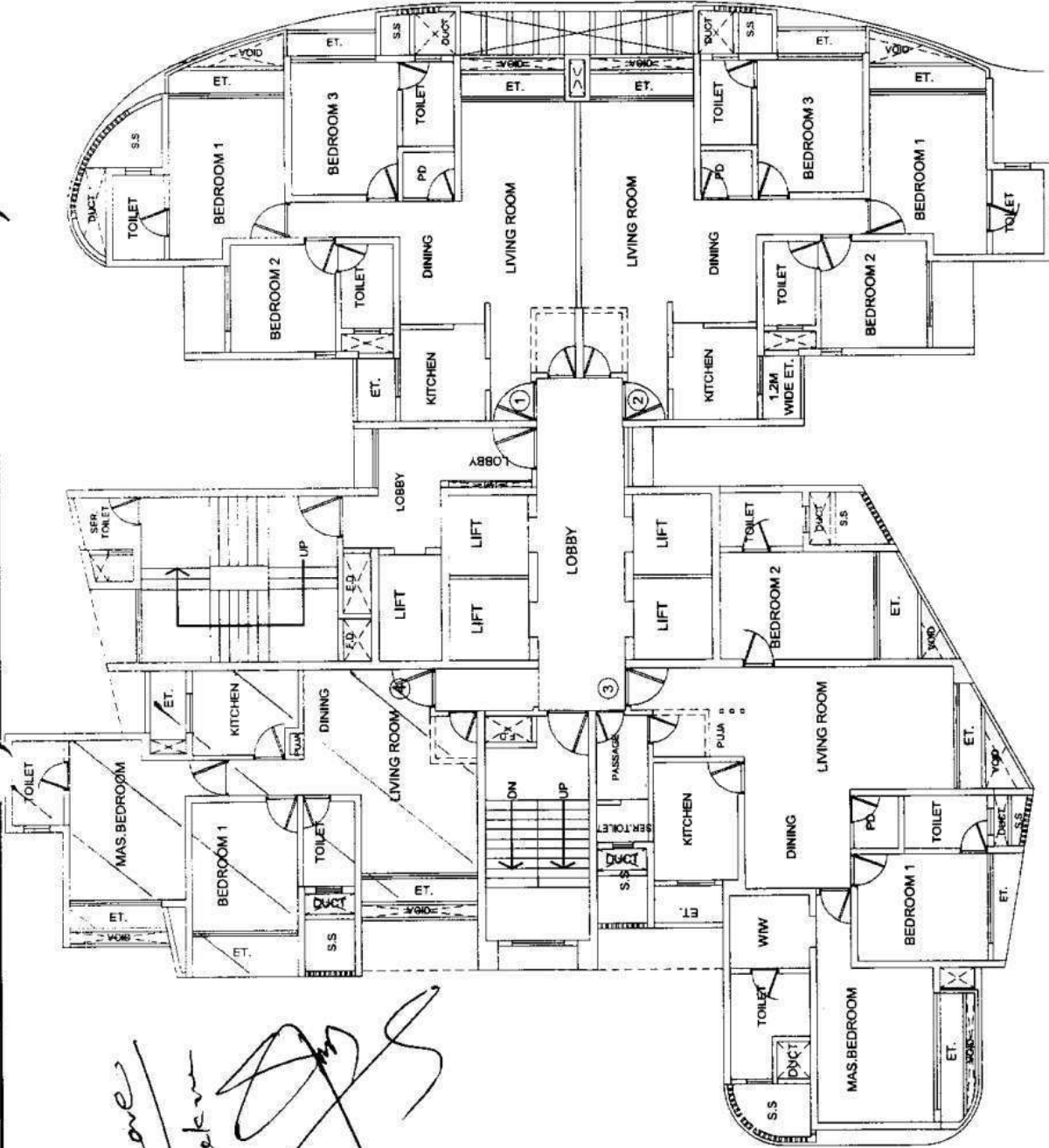
Permanent Account Number

AALFP4901G

21042010

इस कार्ड का प्रयोग प्रत्येक वर्ष कर भुवि रकम के लिए
आयकर देना तथा अन्य करों के लिए कर भुवि रकम
देने के लिए कर भुवि रकम के लिए कर भुवि रकम देना
द्वारा की जाना चाहिए। (क.स.सं. - 43/2/2010)

*If this card is lost or someone's lost card is found,
please inform / return to:*
Income Tax PAN Services Unit, NSDL,
1st Floor, Times Tower,
Kamala Mills Compound,
S. B. Marg, Lower Parel, Mumbai - 400 013.
Tel: 91-22-2499 4650, Fax: 91-22-2495 0664,
e-mail: tininfo@nsdl.co.in



H. Thakare
U. R. Thakare

FIORENZA, GOREGAON WING B FLOOR: 27th FLAT NO: 2704

8TH-13TH, 15TH-18TH, 20ST-23RD, 25TH-28TH, 30TH-33RD, 35TH-38TH, 40TH-43RD & 45TH FLOOR

PROPOSED RESIDENTIAL DEVELOPMENT
 ON PLOT 'B' OF PART LAND BEARING C.T.S NO 586/1,
 586/5 TO 586/8 OF VILLAGE PAHADI AND C.T.S NO 257/G,
 257/H & 257/B (PT) AT GOREGAON

DEVELOPER:
 M/S. PRANIK LANDMARK ASSOCIATES

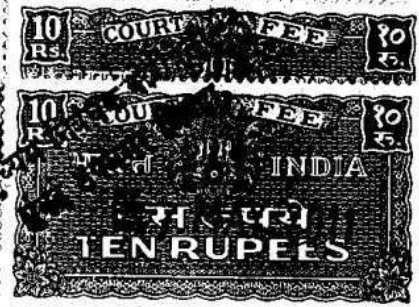
ARCHITECT
 SANJAY PURI ARCHITECTS
 20 FAMOUS STUDIO LANE OFF DR E MOSES ROAD MAHALAXMI, MUMBAI 11
 PH NO: 022-24968404/1424944
 WEB: SANJAY PURI ARCHITECTS.COM
 EMAIL: spstudio@sanjaypuri.in





गावाचे नाव : पी.एस.पहाडीगोरेगांव

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 19,587,015.00
बा.मा. रु. 7,866,308.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटीएस क्र.: 586/1/257/(जी) वर्णन: सदनिका क्र 2704,27वा मजला, फिओरेंझा बिल्डिंग, बी विंग, लोढा पॅव्हीलीयन,वेस्टर्न एक्सप्रेस हायवे, हब मॉल जवळ, गोरेगाव पु मुं 63, सोबत 2 कारपार्किंग,सिटीएस नं-586/1 पहाडी,257(जी) गोरेगाव (पु)
- (3) क्षेत्रफळ (1) 97.58 चौ मी बिल्टअप
- (4) आकारणी किंवा जुडी देण्यात आसेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मो. प्रणिंक लडमाक असासिएट्स तर्फे मुखत्यार सुरेंद्रन नायर तर्फे मुखत्यार पंढरी आर केसरकर ; घर/प्लॉट नं: रुम नं. 7, सोभाजी चौक, न्यु मिल रोड, कुर्ला प मुं 70 ; गल्ली/रस्ता :-; ईमारतीचे नाव: :-; ईमारत नं: :-; पेट/वसाहत: :-; शहर/गाव: :-; तालुका: :-; पिन नम्बर: ABZPP 901G.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) नितेश ठाकरे - घर/प्लॉट नं: 3/2, बाणगावा सोसा, युएस विटामिन्स गोवंडी स्टेशन रोड, देवनार मुं 88; गल्ली/रस्ता: :-; ईमारतीचे नाव: :-; ईमारत नं: :-; पेट/वसाहत: :-; शहर/गाव: :-; तालुका: :-; पिन: :-; पिन नम्बर: ABWPT 4474E
(2) उषा ठाकरे - घर/प्लॉट नं: वसिलप्रमाणे, गल्ली/रस्ता: :-; ईमारतीचे नाव: :-; ईमारत नं: :-; पेट/वसाहत: :-; शहर/गाव: :-; तालुका: :-; पिन: :-; पिन नम्बर: ADEPT1348P.
- (7) दिनांक करून दिल्याचा 02/05/2011
- (8) नोंदणीचा 09/05/2011
- (9) अनुक्रमांक, खंड व पृष्ठ 3991 /2011
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 961975.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेरा



खरी घेत

(Signature)

सह. दुय्यम निबंधक, बोरीवली क्र. २
(मुंबई उपनगर जिल्हा.)