

## AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE (“this Agreement”)** is made at Mumbai this \_\_\_\_ day of \_\_\_\_\_, Two Thousand and Twenty Four:

### **BETWEEN**

“**OASIS REALTY**” an unincorporated joint venture, through its constituents:

- (1) **Skylark Buildcon Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 402, Sagar Avenue, 54-B, junction of S V Road and Lallubhai Park Road, Andheri (West), Mumbai – 400 058 (hereinafter referred to as “**Skylark**” which expression shall unless repugnant to context be deemed to mean and include its successors in title and assigns); and
- (2) **Moon Rays Realty Private Limited**, a company incorporated under the provisions of the Companies Act, 2013, having its registered office at 402, Sagar Avenue, 54-B, junction of S V Road and Lallubhai Park Road, Andheri (West), Mumbai – 400 058 (hereinafter referred to as “**Moon Rays**” or which expression shall unless repugnant to context be deemed to mean and include its successors in title and assigns),

hereinafter referred to as “**the Promoter**” / “**the Joint Venture**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the constituents or the constituent for the time being and the successors and assigns of the last surviving constituent) of the **ONE PART**;

**Shri Sasidhar Chinta**, Adult/s / Minor, Indian Inhabitant/s of Mumbai / a partnership firm registered under the Indian Partnership Act, 1932 / a private limited / public company registered under the provisions of the Companies Act, 1956 / 2013, having their address for the purpose of these presents at **Plot No. A-33, Sri Vishwanvitha Road no 11, Filmnagar, Jubilee Hills, Greater Hyderabad, Telangana – 500033**. hereinafter referred to as “**Allottee/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean

and include in case of individual/s (his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the HUF and in case of a coparcenary, the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and the heirs, executors and administrators of the last survivor of them and in case of a company/ body corporate its successors and permitted assigns) of the **OTHER PART**.

The Promoter and the Allottee/s are hereinafter collectively referred to as “**the Parties**”, and individually as a “**Party**”.

**WHEREAS:**

- A. Skylark and M/s. Shree Vrunda Enterprises Private Limited (earlier known as M/s. Shree Vrunda Enterprises) (“**Shree Vrunda**”) have acquired rights / are in the process of acquiring rights to undertake development / re-development of all those pieces and parcels of land more particularly defined in (i) **Part A**, (ii) **Part B**, and (iii) **Part C**, **Part D** and **Part E** of the **First Schedule** hereunder written (“**Larger Land**”) and delineated with green colour boundary line on the ALPRD (as defined below) Plans annexed hereto and marked as **Annexure “1”** pursuant to the provisions of Regulation 33(10) and Regulation 33(7) of the Development Control Regulations of Greater Mumbai, 1991 as may be amended from time to time (“**DCR**”) and Development (Control and Promotion) Regulations for Greater Mumbai, 2034 as may be amended from time to time (“**DCPR**”) and such other provisions of the DCR / DCPR as applicable and/or such other incentive scheme as may be sanctioned under the provisions of the DCR / DCPR from time to time (“**the said Scheme**”). Skylark and Shree Vrunda are hereinafter referred to as “**Sahana**”.
- B. Slum Rehabilitation Authority (“**SRA**”) has issued Letter of Intent in favour of Sahana from time to time and the latest being the Letter of Intent dated 27<sup>th</sup> October, 2020, whereby SRA has inter-alia accorded rights unto Sahana for the development of the certain portion of the Larger Land (“**the said Land**”) more particularly defined in the **Part A** and **Part B** of the **First Schedule** hereunder written and delineated with red colour boundary line on the ALPRD (as defined below) annexed hereto and marked as **Annexure “1”**, pursuant to the provisions of Regulation 33 (10) of the DCR read with Regulation 33 (10) of the DCPR and such other provisions of the DCR / DCPR as applicable and/or such other incentive scheme as may be sanctioned under the provisions of the DCR / DCPR from time to time (“**the said Scheme**”).
- C. The details of the ownership of all those pieces and parcels of lands forming part of the said Land are as follows:
- (i) Land bearing Cadastral Survey No. 286 (Part) of Lower Parel Division, owner whereof is MCGM.
  - (ii) Land bearing Final Plot No. 1076 of Town Planning Scheme – IV of Mahim Division, owner whereof is Skylark.
  - (iii) Land bearing Final Plot No. 1077 of Town Planning Scheme – IV of Mahim

Division, owner whereof is Skylark.

- (iv) Land bearing Final Plot No. 1078 of Town Planning Scheme – IV of Mahim Division, owner whereof is MCGM.
- (v) Land bearing Cadastral Survey No. 912 Lower Parel Division, owner whereof is Skylark.
- (vi) Land bearing Cadastral Survey No. 911 of Lower Parel Division, owner whereof is MCGM.
- (vii) Land bearing Cadastral Survey No. 2A/911 of Lower Parel Division, owner whereof is MCGM.
- (viii) Land bearing Final Plot No. 1072 of Mahim Division, owner whereof is MCGM.
- (ix) Land bearing Cadastral Survey No. 1108 of Lower Parel Division, owner whereof is MCGM.
- (x) Land bearing Cadastral Survey No. 438 of Lower Parel Division, owner whereof is MCGM.
- (xi) Land bearing Cadastral Survey No. 1/268 (part) of Lower Parel Division, owner whereof is MCGM.
- (xii) Land bearing Cadastral Survey No. 268 (part) of Lower Parel Division, owner whereof is MCGM.
- (xiii) Land bearing Cadastral Survey No. 286 (part) of Lower Parel Division, owner whereof is MCGM.
- (xiv) Land bearing Cadastral Survey No. 437 (part) of Lower Parel Division, owner whereof is MCGM.

D. Sahana has obtained / is in the process obtaining necessary consents, approvals, rights, from the concerned persons/authorities for the development of the balance portion of the Larger Land (other than the said Land) which is described in the **Part C, Part D** and **Part E** of the **First Schedule** hereunder written (“**Proposed Adjoining Portion for Redevelopment**”) and delineated with blue colour boundary line on the ALPRD (as defined below) annexed hereto and marked as **Annexure “1”**. The Proposed Adjoining Portion for Redevelopment is occupied by various occupants and slum dwellers.

E. Under the said Scheme and the aforesaid Letter of Intent dated 27<sup>th</sup> October, 2020, Sahana has inter-alia (i) the right and obligation to develop and construct 3,704 rehab tenements to rehabilitate slum dwellers and 588 PAP tenements (“**Rehab Component**”) on portions of the said Larger Land (“**Rehab Land**”) and (ii) the right to develop and construct free sale component (“**Free Sale Component**”) inter-alia on land admeasuring approximately 12,165.77 square meters (“**the said Free Sale Land**”) as per layout approved vide Letter dated 13<sup>th</sup> October, 2023 issued by the SRA (“**Approved Layout**”), in the manner and on the terms and conditions as set out therein.

- F. Sahana is / are developing inter-alia the said Free Sale Land being land admeasuring approximately 12,165.77 square meters (forming part of the Larger Land) comprising of (i) Land admeasuring approximately 9,378.96 square meters and bearing Cadastral Survey No. 286 (part) of Lower Parel Division and (ii) Land admeasuring approximately 2,786.81 square meters bearing Final Plot No. 1078 of Town Planning Scheme – IV of Mahim Division, situated at Annie Besant Road and Sadanand Hasu Tandel Marg, G/South Ward, Worli, Mumbai 400 025 in the Joint Venture i.e. “Oasis Realty” (an association of persons), by utilisation of part of the Free Sale Component. The said Free Sale Land is owned by the Municipal Corporation of Greater Mumbai (“MCGM”) and is more particularly described in the **Second Schedule** hereunder written and is delineated with magenta colour boundary line on the ALPRD (as defined below) annexed hereto and marked as **Annexure “1”**.
- G. Details of the reservations affecting the Larger Land are as follows:
- (i) Land admeasuring 18,960.22 square meters is reserved for DP Road;
  - (ii) Land admeasuring 2,964.57 square meters is reserved for R.G.
- H. Details of the litigations with respect to the said Scheme are setout in the **Annexure “3”** hereto (“**the said Litigations**”).
- I. There are slum dwellers / occupants on balance portions of the Larger Land (other than the said Free Sale Land) which are yet to be vacated / evicted.
- J. The Promoter / the Joint Venture was constituted by and under a Joint Venture Agreement dated 23<sup>rd</sup> September, 2009 executed between Skylark (then M/s. Skylark Build, a partnership firm), Shree Vrunda and Oberoi Constructions Limited (then Oberoi Constructions Private Limited) (“**OCL**”) and registered with the office of the Sub Registrar of Assurances under Serial No.BBE-3-8370 of 2009, whereby Sahana and Oberoi had agreed to undertake, inter-alia the business of development of the said Free Sale Land in the Joint Venture in the manner as set out therein. This Joint Venture Agreement dated 23<sup>rd</sup> September, 2009 has been modified by way of various agreements / documents from time to time (including (a) Reconstitution Agreement dated 31<sup>st</sup> March, 2022 executed by and between Skylark, Shree Vrunda, OCL, Astir Realty LLP and Oasis Realty i.e. the said Joint Venture, whereby Astir Realty LLP and Shree Vrunda retired from the said Joint Venture in the manner as set out therein, (b) Supplemental Agreement dated 2<sup>nd</sup> February, 2023 executed by and between Skylark and OCL in the manner as set out therein (c) Reconstitution Agreement dated 3<sup>rd</sup> March, 2023 executed by and between Skylark, OCL, Moon Rays and Oasis Realty i.e. the said Joint Venture, whereby Moon Rays was admitted to the said Joint Venture in the manner as set out therein, (d) Reconstitution Agreement dated 3<sup>rd</sup> March, 2023 executed by and between Skylark, OCL, Moon Rays and Oasis Realty i.e. the said Joint Venture, whereby OCL retired from the said Joint Venture in the manner as set out therein) (hereinafter referred to as “**the Modification Agreements**”). The Joint Venture Agreement dated 23<sup>rd</sup> September, 2009 read with the Modification Agreements are hereinafter collectively referred to as “**the Joint Venture Agreement**”. The Joint Venture Agreement may be further modified by and between Skylark and Moon Rays and the term ‘the Joint Venture Agreement’, as defined in this Recital, shall mean the Joint Venture Agreement read with such further modification agreements/deeds/letters etc.

- K. The Promoter / Joint Venture is vested with the rights to develop the said Free Sale Land in the manner stated in the Joint Venture Agreement. The Promoter is entitled to sell the premises in the free sale building/s (constructed on the said Free Sale Land by utilization of the Free Sale Component) (“**Free Sale Building/s**”), in accordance with the terms and conditions of sanctions and approvals obtained / being obtained in relation to the same;
- L. Sahana is undertaking development of the balance portion of the Larger Land, in a phase-wise manner.
- M. The Promoter is entitled to develop the said Free Sale Land and has constructed a mixed-use project thereon by the name “**Three Sixty West**” in a phased manner in the following manner:
- (i) On the said Free Sale Land, the Promoter has constructed and developed sale building comprising of Tower A and Tower B, as setout below.
  - (ii) On a portion of the said Free Sale Land the Promoter has constructed Tower ‘A’ (“**the Tower A Property**”), which inter alia comprises of a Hotel (as defined below) and residential (“**Tower A Residential**”). The Tower A Property is shown in red wash on the ALPRD (as defined below) annexed hereto and marked as **Annexure “1”**.
  - (iii) On a portion of the said Free Sale Land the Promoter has constructed Tower ‘B’ (“**the Tower B Property**”), which inter alia comprise of residential premises The Tower B Property is shown in red wash on the ALPRD (as defined below) annexed hereto and marked as **Annexure “1”**.
  - (iv) The Promoter has entered into various agreements with Marriott Hotels India Private Limited (“**Marriott**” or the “**Operator**”) and other entities inter-alia for the operation and management of the Hotel constructed on the said Free Sale Land for such period and upon such terms and conditions as stated therein (“**Hotel Agreements**”). Pursuant to the said Hotel Conveyance Deed (defined below), the Hotel Agreements stood fully assigned in favour of Evenstar (defined below).
  - (v) Further, the Promoter has also executed a Residential Operating Agreement with Marriott (“**Residential Operating Agreement**”) appointing Marriott as the exclusive manager of the Free Sale Building/s and it shall be responsible for the day-to-day operation of the Free Sale Building/s and management, operation and maintenance of the common amenities and facilities and providing services in relation to the Free Sale Building/s, as set out in the Residential Operating Agreement.
- N. The Hotel (as defined below) is constructed by utilization of free sale FSI admeasuring approximately 19,496.91 square metres built-up area and other areas which are available free of FSI and / or by way of payment of premium and / or not computed in FSI, and a detailed floor-wise description of the Hotel is as below and the plans whereof are duly annexed to the Hotel Conveyance Deed (defined below):
- (i) portions of 4 (four) Basements, in Tower A Property.

- (ii) portion of the Ground floor, in Tower A Property.
- (iii) portions of 1<sup>st</sup> to 3<sup>rd</sup> floors, in Tower A Property.
- (iv) the entire 4<sup>th</sup> to 32<sup>nd</sup> floors, in Tower A Property.
- (v) portions of 33<sup>rd</sup> floor, in Tower A Property.
- (vi) the entire terrace on 6<sup>th</sup> floor, in Tower A Property.
- (vii) the entire pocket terraces on 9<sup>th</sup> and 10<sup>th</sup> floors, in Tower A Property.
- (viii) 2 (two) service lift shafts together with the lifts running from the basement 4 to 33<sup>rd</sup> floors in Tower A Property.

(collectively referred to as the “**Hotel**”).

- O. By and under a Deed of Conveyance dated 18<sup>th</sup> December, 2020 (“**Hotel Conveyance Deed**”) and registered with the Sub-Registrar of Assurances under S. No. BBE3-10009 of 2020 executed by and between the Promoter (therein referred to as the ‘Vendor’) of the First Part, Skylark (therein also referred to as ‘Skylark’) of the Second Part, Shree Vrunda (therein also referred to as ‘Shree Vrunda’) of the Third Part and Evenstar Hotels Private Limited (“**Evenstar**”) (therein referred to as ‘the Purchaser’), the Promoter has sold, transferred, and conveyed the Hotel together with the proportionate undivided right and interest in the ancillary and allied common areas, amenities and facilities as set out therein to Evenstar for the consideration and in the manner set out therein.
- P. The balance part of the said Free Sale Building (other than the Hotel) is a phase of the said Project (as defined below) and a “real estate project” of the Promoter and had been registered as a ‘real estate project’ (“**the Real Estate Project**”) with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”). The Authority had duly issued the Certificate of Registration No. P51900012115 commencing 1<sup>st</sup> September, 2017 for the Real Estate Project and a copy of the updated RERA Certificate is annexed hereto and marked as **Annexure “4”** hereto.
- Q. The Allottee/s is/are desirous of purchasing residential premises more particularly described in the **Third Schedule** hereunder written in the Real Estate Project (hereinafter referred to as the “**said Premises**”) and has / have approached the Promoter and requested to allot to him/her/them the said Premises in the Real Estate Project.
- R. The Allottee/s has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants.
- S. The Allottee/s has agreed and consented to the development of the said Project and the Larger Land in the manner as set out herein. The Allottee/s has examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in

all respects.

T. The principal and material aspects of the development of the Real Estate Project, are briefly stated below-

- (i) The Real Estate Project is known as '**Three Sixty West**'.
- (ii) The Tower A comprises of 4 (Four) level basement, Ground Floor, 1<sup>st</sup> to 63<sup>rd</sup> Floor, 64<sup>th</sup> Terrace Floor and helipad above and the Tower B comprises of Four (4) level basement, Ground level, 1<sup>st</sup> to 3<sup>rd</sup> for podium, 4<sup>th</sup> entrance lobby, 5<sup>th</sup> to 13<sup>th</sup> for parking, 14<sup>th</sup> and 15<sup>th</sup> floor for club, 16<sup>th</sup> service floor, 17<sup>th</sup> upto 65<sup>th</sup> floors.
- (iii) The Real Estate Project comprises of units/premises consisting of flat/s, duplexes, and penthouses.
- (iv) A copy of the section of the Free Sale Building/s, as currently envisaged, inter alia showing Tower 'A' (including the Hotel portion, the residential portion, the car parking spaces for Hotel and residential portion and the services/common areas therein) and the Tower 'B' (including the club and lobby space, the residential portion, the car parking spaces and the services/common areas therein) is annexed hereto and marked as **Annexure "5"**.
- (v) The Real Estate Project has been constructed by utilization of the free sale FSI admeasuring 1,13,791.38 square meters and fungible FSI of 39,826.98 square meters aggregating to total FSI of approximately 1,53,618.36 square meters of built-up area and other areas which are available free of FSI and / or by way of payment of premium. The Parties have agreed and Sahana has duly converted the development of the Residential Towers under the provisions of new DCPR, 2034. By reason of such conversion, certain areas of the Residential Towers which were earlier approved as free of FSI areas, are now being taken into FSI areas (as reflected in the amended plans sanctioned by SRA vide its communication dated 31<sup>st</sup> December 2021 bearing No. SRA/ENG/1292/GS/ML&PL/AP) and the same works out to additional free sale FSI of 21,746.94 square meters, and plus applicable fungible FSI of 39,826.98 square meters aggregating to total FSI of approximately 1,53,618.36 square meters in the construction and development of the Real Estate Project.
- (vi) The above excludes FSI of 19,496.91 square meters which has been sanctioned for consumption in the construction and development of the Hotel.
- (vii) The common areas, facilities and amenities in Tower A Residential that may be usable by the Allottee/s along with other allottees of the Real Estate Project on a non-exclusive basis are listed in the **Fourth Schedule** hereunder written ("**Tower A Residential Amenities**"). The common areas, facilities and amenities in Tower B that may be usable by the Allottee/s alongwith other allottees of the Real Estate Project on a non-exclusive basis are listed in the **Fourth Schedule** hereunder written ("**Tower B Amenities**"). Tower A Residential Amenities and Tower B Amenities shall hereinafter be jointly referred to as the "**Residential Tower Amenities**".
- (viii) The common areas, facilities and amenities in the Real Estate Project that may

be usable by the Allottee/s and other allottees of the Real Estate Project on a non-exclusive basis are listed in the **Fifth Schedule** hereunder written (“**Real Estate Project Amenities**”).

- (ix) The Promoter shall be entitled to put hoarding/boards of their Brand Name in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
  - (x) The details of formation of the Society, and, conferment of title upon the Society with respect to the Real Estate Project, are more particularly specified in Clause 10 to 12 below.
  - (xi) SRA has issued Intimation of Approval dated 25<sup>th</sup> May, 2007 with respect to the development of the Free Sale Building/s on the said Free Sale Land. SRA has issued Commencement Certificate dated 20<sup>th</sup> August, 2009 to commence the development of the Free Sale Building/s on the said Free Sale Land and the same is revalidated and re-endorsed and the same shall be further revalidated and re-endorsed from time to time. Copies of the Intimation of Approval and the Commencement Certificate are hereto annexed and marked as **Annexure “6”** and **Annexure “7”** respectively.
  - (xii) SRA has issued Occupation Certificate bearing reference No. SRA/ENG/1292/GS/ML&PL/AP and SRA/ED/OW/26352/GS dated 9<sup>th</sup> December, 2020 for entire Four Level Basements + Ground Floor + 1<sup>st</sup> to 3<sup>rd</sup> for parking + 4<sup>th</sup> to 33<sup>rd</sup> Floor in Tower A Property.
  - (xiii) SRA has issued an Occupation Certificate bearing reference No. SRA/ENG/1292/GS/ML&P/AP dated 30<sup>th</sup> July, 2021 for 4<sup>th</sup> floor (entrance lobby), 5<sup>th</sup> to 13<sup>th</sup> floors (parking floor), 14<sup>th</sup> and 15<sup>th</sup> floors (club house), 16<sup>th</sup> (Girder floor) with respect to Tower B Property forming part of the Real Estate Project.
  - (xiv) SRA has issued an Occupation Certificate bearing reference No. SRA/ENG/1292/GS/ML&P/AP dated 29<sup>th</sup> June, 2022 for the Real Estate Project comprising of the balance portion of the Tower A Property i.e. the Tower A Residential and balance portion of Tower B Property which includes the said Premises and a copy whereof is annexed and marked as **Annexure “12”** hereto.
- U. The principal and material aspects of the development of the said Free Sale Land (“**the said Project**”) as disclosed by the Promoter are briefly stated below-
- (i) The area of the said Free Sale Land (as per present approvals) is 12,165.77 square meters.
  - (ii) The proposed area of the Larger Land is approximately 83,853.83 square meters or higher as may be modified in future and which is to be developed in a phase-wise manner. It is clarified that the said Project is being developed only on the said Free Sale Land and Sahana shall undertake development of rehab component, and one or more real estate projects (by utilization of the balance



free sale component) on the balance portion of the Larger Land, in the manner Sahana deems fit and proper, by itself and / or through any third party as Sahana deems fit in a joint venture, partnership, etc., as deemed fit by Sahana.

- (iii) Total FSI of approximately 1,33,288,29 square meters is utilized towards the development on the Real Estate Project out of the Total FSI of approximately 1,83,786.81 square meters available as on date towards the free sale component of the Larger Land.
- (iv) The Allottee/s has/have perused a copy of the layout plan (“**Approved Layout With Phased Rehab Development And Proposed Adjoining Portion For Redevelopment**” or “**ALPRD**”) and which is annexed to this Agreement as **Annexure “1”**, which shows the tentative land areas and the tentative location of the new/future/further buildings/towers/wings to be built on the Larger Land. The copy of the ALPRD is annexed hereto and marked as **Annexure “1”** hereto. The Approved Layout currently forms the underlying basis of the detailed scheme of development disclosed to the Allottee/s in the ALPRD in terms of the designated uses of the buildings/structures/towers/wings and the phase/s of development on the Larger Land and any amendments to the Approved Layout in accordance with the applicable laws may result in consequential changes to the ALPRD. A copy of the Approved Layout is annexed hereto and marked as **Annexure “2”**.
- (v) In view of the composite nature of the development, the Promoter has constructed certain common areas, facilities and amenities, which shall be for the exclusive use of the Hotel and Evenstar is entitled to designate such allied common areas, facilities and amenities in the basement, podiums, stilts, top of podium and Evenstar shall continue to own and/or manage and operate such allied common areas, facilities and amenities in such manner as Evenstar may in its sole discretion deem fit and such spaces/areas shall not form a part of the Society Conveyance (defined below).
- (vi) The Promoter shall be entitled to designate any spaces/areas in the balance area of the said Project other than the Hotel (including on the terrace and basement levels of such area comprised in the said Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the other allottees in the said Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.
- (vii) The Promoter shall be entitled to put hoarding/boards of their Brand Name in a form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the said Free Sale Land (other than the Hotel) and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
- (viii) The details of conferment of title upon the Society and the Promoter with respect to the said Free Sale Land and all common areas, facilities and amenities, basements, podiums and other spaces and areas on the said Free Sale

Land are setout in the Clause 10 to 12 below.

- (ix) The nature of development of the Larger Land (other than the said Free Sale Land) will be phase wise and would constitute a mixture of users as may be permissible under applicable law from time to time.
- (x) Sahana is and would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the Proviso to Rule 4(4) of the RERA Rules.
- (xi) Sahana is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Larger Land (as setout in Clause 5), in full or in part, as may be required by the applicable law from time to time.

The Allottee/s has agreed and consented to the development of the said Project. The Allottee/s shall examine all documents and information uploaded by the Promoter on the website of the Authority at <https://maharera.mahaonline.gov.in> as required by RERA and the RERA Rules and to understand the documents and information in all respects.

- V. The Promoter has entered into standard Agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- W. The Promoter had appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project was under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof).
- X. The Promoter has the right to sell the said Premises in the Real Estate Project constructed by the Promoter, and, to enter into this Agreement with the Allottee/s of the said Premises to receive the sale price in respect thereof.
- Y. On demand from the Allottee/s; the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Larger Land, and the plans, designs and specifications prepared by the Promoter's Architects, Messrs Wesymor+ Consultants Private Limited, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter-alia* the following:
  - (i) Letter of Intent dated 27<sup>th</sup> October, 2020 issued by the SRA;
  - (ii) Letter dated 31<sup>st</sup> December, 2021 issued by SRA, whereby SRA has sanctioned the amended building plans of the free sale buildings to be constructed on the said Free Sale Land;
  - (iii) Letter dated 3<sup>rd</sup> May, 2009 issued by Maharashtra Pollution Control Board (“MPCB”), whereby MCGB granted Consent to Establish in the manner and on the terms and conditions as setout therein;
  - (iv) Letter dated 17<sup>th</sup> April, 2010, 28<sup>th</sup> May, 2021 and 18<sup>th</sup> November, 2021 issued by Mumbai Fire Brigade, MCGM, whereby Mumbai Fire Brigade, MCGM has accorded its NOC for the free sale buildings, in the manner and on the terms and conditions as setout therein;

- (v) Letter dated 8<sup>th</sup> July 2010 issued by MCGM, whereby MCGM has accorded the approval for high-rise building having 2 wing one as commercial wing Tower 'A' with total height of 159.40 meters and residential wing being Tower 'B' with total height of 369.60 meters from the general ground level, in the manner as stated therein;
- (vi) Vide Letter dated 13<sup>th</sup> May, 2015 issued by MCGM, MCGM has accorded the approval for high-rise building comprising of Tower 'A' for Hotel & Residential user having 4 level basement + ground + 1<sup>st</sup> to 3<sup>rd</sup> podium + 4<sup>th</sup> to 65 with total height of 260 meters, in the manner as stated therein;
- (vii) Letter dated 25<sup>th</sup> August 2011 issued by Airport Authority of India, whereby Airport Authority of India has accorded its NOC for height clearance for Tower 'A' upto 253.84 meters and for Tower 'B' upto 264.31 meters, in the manner as stated therein;
- (viii) Letter dated 22<sup>nd</sup> January 2014 issued by MPCB, whereby MPCB granted Consent to Operate (part) in the manner and on the terms and conditions as setout therein;
- (ix) Letter dated 28<sup>th</sup> January, 2016 issued by Government of Maharashtra, Environment Department, whereby Government of Maharashtra, Environment Department has accorded the necessary environment clearances for the project under category 8(b) B1 of the Environment Notification 2006 in the manner and on the terms and conditions as stated therein;
- (x) The Occupation Certificate bearing reference No. SRA/ENG/1292/GS/ML&PL/AP and SRA/ED/OW/26352/GS dated 9<sup>th</sup> December, 2020,
- (xi) Occupation Certificate bearing reference No. SRA/ENG/1292/GS/ML&P/AP dated 30<sup>th</sup> July, 2021, and
- (xii) Occupation Certificate bearing reference No. SRA/ENG/1292/GS/ML&P/AP dated 29<sup>th</sup> June, 2022 issued by the SRA.
- (xiii) All the title deeds and document with respect to the ownership of the Larger Land (including those setout above);
- (xiv) Copies of papers and proceedings in the said Litigations;
- (xv) Letter dated 13<sup>th</sup> October, 2023 issued by the SRA;
- (xvi) A copy of the Residential Operating Agreement;
- (xvii) All the approvals, permissions, no objections, consents, sanctions etc., issued by all the concerned authorities till date for the development of the Larger Land including the layout plan, building plan, floor plan and the commencement certificate;
- (xviii) Copy of (a) the said Title Certificate dated 28<sup>th</sup> January, 2023 issued by M/s. Wadia Ghandy & Co., Advocates, Solicitors and Notary, certifying the inter-

alia setting out right/entitlement of the Promoter with respect to a portion of the said Land (described in the **Part A-1** and **Part B-1** of the **First Schedule** hereto), pertinent approvals and permission issued in respect of the said Land, occupants on a portion of the said Land is annexed hereto and marked as **Annexure “8”** (“**the said Title Certificate**”) and (b) the Compendium dated 28<sup>th</sup> January, 2023 issued by M/s. Wadia Ghandy & Co., Advocates, Solicitors and Notary as referred to in the said Title Certificate; and

- (xix) The authenticated copies of the Survey Registers for the Town and Island of Bombay / Property Register Card of the Larger Land are annexed hereto as **Annexure “9”** (collectively).
- Z. As per the sanctioned floor plan with respect to the said Premises, an authenticated copy whereof is hereto annexed and marked as **Annexure “10”** hereto. The carpet area of the said Premises is more particularly described in Item No. 2 of the **Third Schedule** hereunder written (as per RERA).
- AA. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are being / have been observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate in respect of the Real Estate Project has been granted by the competent authority.
- BB. Further, (i) the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities obtained / being obtained, and (ii) approvals and sanctions from other relevant statutory authorities required for the development of the Real Estate Project, have been obtained and if any additional approvals are required then the same shall be obtained by the Promoter.
- CC. The Promoter has completed construction of the Real Estate Project in accordance with the sanctioned plans and approvals and permissions, as referred hereinabove.
- DD. Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is/are satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project, and such title being clear and marketable; (ii) the approvals and permissions (including Intimation of Approval, Commencement Certificate and Occupation Certificates) and (iii) the Promoter’s entitlement to develop the Real Estate Project and the said Project and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell the premises therein.
- EE. The carpet area of the said Premises as defined under the provisions of RERA, is more particularly described in the **Third Schedule** hereunder written.
- FF. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- GG. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has agreed to purchase and acquire from the Promoter, the said Premises at or for the price as more

particularly described in the **Third Schedule** hereunder written and upon the terms and conditions mentioned in this Agreement (“**Sale Price**”). Simultaneously with the execution of these presents, the Allottee/s has paid by way of demand drafts/ pay orders/ account payee cheques/ RTGS/ ECS/ NEFT drawn in favour of / to the account of the Promoter set out in the **Third Schedule** hereunder written to the Promoter the Sale Price of the said Premises (as more particularly described in the **Third Schedule** hereunder written) agreed to be sold by the Promoter to the Allottee/s (the payment and receipt whereof the Promoter doth hereby admit and acknowledge).

HH. The list of Annexures attached to this Agreement are as follows:

- Annexure “1”** : Approved Layout With Phased Rehab Development And Proposed Adjoining Portion For Redevelopment or ALPRD.
- Annexure “2”** : Approved Layout.
- Annexure “3”** : Details of the said Litigations.
- Annexure “4”** : RERA Certificate.
- Annexure “5”** : Section of the Free Sale Building/s as currently envisaged.
- Annexure “6”** : Copy of the Intimation of Approval.
- Annexure “7”** : Copy of the Commencement Certificate.
- Annexure “8”** : Copy of the said Title Certificate.
- Annexure “9”** : Authenticated Copies of the Survey Registers for the Town and Island of Bombay / Property Register Card of the Larger Land.
- Annexure “10”** : Authenticated copy of the sanctioned floor plan of the said Premises.
- Annexure “11”** : Plan showing the said Car Parking Space.
- Annexure “12”** : Copy of the Occupation Certificate of the said Premises.

II. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase and acquire, the said Premises.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.

2. The Promoter has constructed the Real Estate Project being the Tower A Residential and Tower B in accordance with the plans, designs and specifications as referred hereinabove, and as approved / to be approved by the SRA and / or other competent authorities from time to time. The Real Estate Project is comprised of common areas, facilities and amenities that may be usable by the Allottee/s and are listed in the **Fourth Schedule** hereunder written.

**PROVIDED THAT** the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of any variations or modifications which may adversely affect the said Premises of the Allottee/s; except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee/s. Adverse effect for the purposes of this clause shall mean a change in the location of the said Premises within the Real Estate Project.

3. **Purchase of the said Premises and Sale Price:**

- (i) The Allottee/s hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s; the said Premises as more particularly described in the **Third Schedule** and as shown in the floor plan annexed and marked **Annexure “10”** hereto, at and for the consideration i.e. the Sale Price as more particularly described in the **Third Schedule** hereunder written. The said Premises shall be bare shell (with windows and entrance door) and shall not contain any amenities within it save and except those set out in the **Sixth Schedule** hereto.
- (ii) The Allottee/s is further desirous of using for himself/herself/itself visitors/guests, car parking space in the Real Estate Project. Acceding to the aforesaid request of the Allottee/s, and pursuant to the discussions and negotiations between the Allottee/s and the Promoter, the Promoter has agreed to allot to the Allottee/s without any consideration the right to use car parking space (“**the said Car Parking Space**”) shown in green colour hatch lines on the plan annexed hereto and marked as **Annexure “11”** within the car parking area of the Real Estate Project and more particularly described in the **Third Schedule** hereunder written. The said Car Parking Space shall include parking for the Allottee/s guests / visitors. It is clarified that the said Car Parking Space includes the mandated reserved area of car parking for the visitors/guests of the Real Estate Project as per applicable laws. The Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking Space by the Promoter and / or the Society (as the case may be) and shall pay such outgoings in respect of the said Car Parking Space as may be levied by the Promoter and / or the Society, as the case may be.
- (iii) The Allottee/s has/have simultaneously with the execution of this Agreement, made payment of the Sale Price to the Promoter.
- (iv) The Sale Price excludes taxes payable by way of levies, duties and cesses or any other direct/indirect taxes (including GST, if applicable) which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the said Premises and / or with respect to the said Car Parking Space and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) and all other indirect and direct taxes,

duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises and / or the said Car Parking Space, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

- (v) The Sale Price excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, out-of-pocket expenses and / or incidental charges in connection with the documents to be executed for the sale of the said Premises including on this Agreement and expenses on all documents for sale and / or transfer of the said Premises, including applicable stamp duty and registration charges on this Agreement.
- (vi) The Sale Price is escalation-free, save and except escalations/increases, due to reasons set out in this Agreement or increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s; which shall only be applicable on subsequent payments.
- (vii) The Allottee/s has/have prior to the execution hereof taken physical inspection and measurement of the said Premises and has duly verified and confirmed the final area of the said Premises including its carpet area and the Additional Area (as defined below) and is duly satisfied with the same. The Allottee/s agrees and undertakes not to raise any dispute in relation to same.
- (viii) In addition to the carpet areas of the said Premises, there are certain constructed areas appurtenant to the said Premises and shown in blue colour hatch lines on the plan annexed hereto and marked as **Annexure "10"** (hereinafter referred to as "**the Additional Areas**"). The Additional Areas shall be exclusive to the said Premises and shall be limited common areas and facilities.
- (ix) The common areas, facilities and amenities in Tower A Residential that may be usable by the Allottee/s alongwith other allottees of the Real Estate Project on a non-exclusive basis are listed in the **Fourth Schedule** hereunder written i.e. Tower A Residential Amenities. The common areas, facilities and amenities in Tower B that may be usable by the Allottee/s alongwith other allottees of the Real Estate Project on a non-exclusive basis are listed in the **Fourth Schedule** hereunder written i.e. Tower B Amenities. The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s and other allottees of the Real Estate Project on a non-exclusive basis are listed in the **Fifth Schedule** hereunder written i.e. the Real Estate Project Amenities. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Sixth Schedule** hereunder written.
- (x) The Promoter has agreed to sell to the Allottee/s and the Allottee/s has / have

agreed to acquire from the Promoter the said Premises on the basis of the carpet area only and the Sale Price to be paid by the Allottee/s to the Promoter is agreed on the basis of the carpet area of the said Premises. The Sale Price is only in respect of the said Premises and the Promoter has neither charged nor recovered from the Allottee/s any price or consideration for the Additional Areas and the common areas and the said Car Parking Space and that the Additional Areas and the common areas and the Car Parking Space shall be allowed to be used free of cost, without any price or consideration.

- (xi) All payments have been made by way of demand drafts/ pay orders/ account payee cheques/ RTGS/ ECS/ NEFT any other instrument drawn in favour of / to the account of the Promoter set out in the **Third Schedule** hereunder written.
- (xii) The Allottee has deducted tax at source (“**TDS**”) from the Sale Price as required under the Income-tax Act, 1961. The Allottee shall duly cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 at the earliest. In the event of any loss of tax credit to the Promoter due to the Allottee/s’s failure to furnish such TDS Certificates, then, such loss shall be recovered by the Promoter from the Allottee/s.
- (xiii) The Allottee/s agrees and confirms that in the event of delay / default in making payment of TDS or any such taxes under this Agreement as required under applicable laws, then without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to demand the said unpaid tax amount (along with interest payable thereon from the due date till the date of payment) from the Allottee/s and the Allottee/s shall forthwith pay such amount as may be demanded.

4. **FSI, TDR and development potentiality with respect to the Real Estate Project on the Land:**

- (i) The Allottee/s hereby agree/s, accept/s and confirm/s that the Promoter has developed the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recitals above and as depicted in the layout plans, proformas and specifications at **Annexures “8”** hereto and Allottee/s has/have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

5. **FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the Larger Land/ the said Project:**

- (i) The Allottee/s hereby agree/s, accept/s and confirm/s that the Promoter has developed the said Project which forms part of the Larger Land by utilization of the full development potential. Further, Sahana is entitled to and is developing the balance portion of the Larger Land by utilization of the full development potential, in a phase-wise manner detailed at Recitals above and as depicted in the layout plans, proformas and specifications at **Annexure “1”** hereto constituting the ALPRD. Sahana shall undertake development of rehab component, and one or more real estate projects (by utilization of the balance free sale component) on the balance portion of the Larger Land, in the manner Sahana deems fit and proper, by itself and / or through any third party as Sahana deems fit in a joint venture, partnership, etc., as deemed fit by Sahana.



The Allottee/s has/have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter / Sahana in this regard.

6. **Procedure for taking possession:**

- (i) Simultaneously with the execution of this Agreement, the Promoter has handed over possession of the said Premises to the Allottee.
- (ii) The Allottee is entitled to undertake the fit out activities / work in the said Premises subject to receipt of necessary permissions, if any, required from the regulatory authority and in accordance with the Fit-Out Rules (defined below).
- (iii) The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or the Society, as the case may be on and from the date of execution of this Agreement..
- (iv) On and from the date of execution hereof, the Allottee/s shall be liable to bear and pay his/her/its/their proportionate share of outgoings including maintenance charges in respect of the Real Estate Project and the Larger Land including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the Larger Land. Until the Society is formed and the Society Conveyance is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee/s further agree/s that till the Allottee/s's share is so determined by the Promoter at its sole discretion, the Allottee/s shall pay to the Promoter provisional monthly contribution per month towards the outgoings as mentioned in the **Ninth Schedule**. It is further clarified and agreed that the Allottee/s shall be liable to bear and pay such monthly contribution/maintenance charges from the date of execution hereof, irrespective of whether or not the Allottee/s has/have taken possession of the said Premises. For the purposes of this clause, the expression "Promoter" includes its nominee/s.
- (v) The Allottee/s has simultaneously with the execution of this Agreement, deposited such amounts as mentioned in the **Eighth Schedule** and **Ninth Schedule** hereunder written with the Promoter. The amounts as more particularly mentioned in the **Eighth Schedule** hereunder written are not refundable and can be appropriated by the Promoter and no accounts or statement will be required to be given by the Promoter to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter. The Allottee/s shall make payments of such amounts as more particularly mentioned in the **Eighth Schedule** and **Ninth Schedule** hereunder to the bank account of the Promoter, as detailed in the **Third Schedule** hereunder written. The unspent balance, if any, of the amounts mentioned in the **Ninth Schedule** hereunder written, shall be delivered by the Promoter to the Society, without interest. For the purposes of this clause, the expression "Promoter" includes its nominee/s

7. If within a period of 5 (five) years from date of the occupation certificate with respect

to the said Premises, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect (at actuals) in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s (including the Allottee/s appointing vendors/contractors not approved by the Promoter) and / or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the Real Estate Project and/or the said Project and/or the Larger Land. The Allottee/s is/are aware that the tower in which the said Premises is situated (“**said Tower**”) is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new structural member may adversely impact the said Tower at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter’s obligation to all allottees of the said Tower to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee/s/the Society and/or other allottees of the said Tower shall have no claim(s) of whatsoever nature against the Promoter in this regard.

8. The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for purpose of his/her/its/their residence. The Allottee/s shall use the said Car Parking Space only for purpose of parking vehicle.

9. **Facility Manager**

(i) The Promoter has the right to enter into contract with any third party / agency for the purpose of maintenance and upkeep of the said Free Sale Land and the Free Sale Building/s (other than Hotel), such decision shall be final and binding until the lease deed in respect of the said Free Sale Land is executed in favour of the Society / the Promoter / Evenstar. Thereafter, subject to the provisions of the Residential Operating Agreement (as defined in the Recital M(v) herein above), the Society shall be entitled to undertake the maintenance of the said Free Sale Land and the Free Sale Building (other than Hotel) or any part thereof in the manner it was handed over save and except normal wear and tear thereof. The Society shall create and maintain a Sinking Fund for the purpose of maintenance and if the Society commits default, the Promoter shall have a right to rectify the default and recover the expenses from the Society. The Promoter may also formulate the rules, regulations and bye-laws for the maintenance and upkeep of the said Free Sale Land / the Free Sale Building/s (other than Hotel) and the Allottee/s hereby agree and undertake to abide and follow and not to deviate from any of the provisions of such rules, regulations and bye-laws.

(ii) The Promoter shall have the right to designate any space on the said Free Sale Land and / or the Free Sale Building (other than the Hotel) or any part thereof to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the same. The Promoter / Sahana shall also be entitled to designate any space on the said Free Sale Land and / or the Free Sale Building (other than the Hotel) or the Larger Land and/or in the terrace of the Free Sale Building to such utility provider either on leave and license or leasehold basis for the purpose of

installing power sub-stations with a view to service the electricity requirement in the Free Sale Building (other than the Hotel) and / or in any other buildings.

- (iii) Notwithstanding any other provision of this Agreement, the Promoter has the right to and shall be entitled to nominate any person (“**Facility Manager**”) to manage the operation and maintenance of the Free Sale Building/s, common amenities and facilities on the said Free Sale Land (other than Hotel). The Promoter has the authority and discretion to negotiate with such Facility Manager and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Facility Manager shall be borne and paid by the residents/ Allottee/s / occupiers of the premises in the manner as may be determined by the Facility Manager and / or the Promoter, as part of the development and common infrastructure charges referred to herein in accordance with the term of this Agreement. Such charges may vary and the Allottee/s agrees that it shall not raise any dispute regarding the appointment of any such Facility Manager by the Promoter or towards the maintenance charges determined by such agency and / or the Promoter. It is agreed and understood by the Allottee/s that the cost of maintenance of the Real Estate Project shall be borne and paid by the allottees of the units / premises in the Real Estate Project alone.
- (iv) The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Facility Manager, including without limitation, payment of the Allottee/s’ share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities on the said Free Sale Land and/or the Larger Land and the Free Sale Building/s (other than Hotel) constructed thereon.
- (v) The Promoter has executed the Residential Operating Agreement with Marriott. Under the Residential Operating Agreement, Marriott is appointed to inter-alia undertake the daily duties and responsibilities of managing the Residential Project (as defined therein and as referred to in this Clause) and with the daily duties and responsibilities of managing the Common Property (as defined therein and as referred to in this Clause) and to perform the Services (as defined therein and hereinafter referred to as the “**Marriott Services**”) in the manner as more particularly setout therein. In relation to the Residential Operating Agreement, it is inter-alia expressly agreed and understood by and between the Parties as follows:
  - (a) The Marriott Services include Base Services / Concierge Services, Additional Services and Supplementary Services (as defined in the Residential Operating Agreement and also reproduced in the **Part A**, **Part B** and **Part C** of the **Seventh Schedule** hereunder). All capitalized terms used in the **Seventh Schedule** but not defined therein shall have the meaning ascribed to them under the Residential Operating Agreement.
  - (b) The Allottee/s has perused a copy of the Residential Operating Agreement and in this regard doth hereby agrees to and undertakes as follows:
    - i. The Allottee/s shall duly abide by the terms and conditions as set out in the Residential Operating Agreement and shall act in

furtherance of the Residential Operating Agreement including to take all the steps for novation of the Residential Operating Agreement in favour of the Society, in the manner as set out in the Residential Operating Agreement.

- ii. The Allottee/s agrees to pay all the charges, costs, expenses for the services rendered by Marriott and / or received by the Allottee/s, under the Residential Operating Agreement, in the manner as provided in the Residential Operating Agreement.
  - iii. The Allottee/s doth hereby indemnifies and holds harmless and shall keep the Promoter indemnified against any and all such risks, damage, loss, costs and expenses (including legal costs) whether caused to the Allottee/s, Promoter or any persons whatsoever/ whosoever, due to the non-performance of the obligations of the Allottee/s under this Clause 9(v)(b).
- (c) Upon the formation of the Society and handing over of the management of the operation and maintenance of the Real Estate Project to the Society, the Promoter shall novate and assign the Residential Operating Agreement to the Society, by executing with the Society, a novation deed in the form as set out in the Residential Operating Agreement and in this regard the Promoter shall use commercially reasonable efforts to ensure that the purchasers of the premises in the Real Estate Project cause the Society to enter into and accept such novation and assignment, in the manner as set out in the Residential Operating Agreement.
- (d) The Allottee/s has read the entire Residential Operating Agreement and agrees, covenant, confirms and acknowledges to observe and perform all the terms and conditions as set out therein and including the following:
- i. All capitalized terms used in this Clause 9(v)(d) shall have the same meaning as ascribed to them under the Residential Operating Agreement.
  - ii. The Allottee/s acknowledges that the Promoter has appointed Operator to manage the Residential Project by providing the services (hereinafter referred to as the Services) on the terms and conditions set out in the Residential Operating Agreement. As per the terms of the Residential Operating Agreement, the Residential Operating Agreement will be novated by the Promoter by execution of Novation Deed, in favour of the Residential Association forthwith upon the establishment of the Residential Association. A copy of the Residential Operating Agreement is available for inspection at the office of the Promoter and shall be available at the office of both the Residential Association and the Promoter after the formation of the Residential Association.
  - iii. The Allottee/s acknowledges, confirms and agrees that, the Residential Association shall be obligated to pay to the Operator, in consideration of Operator providing the Services

under the Residential Operating Agreement, an Operating Fee as follows:

- a. for the first 3 (three) years from Opening Date, an amount equal to INR 1,00,000 (Rupees One Lakh) per Fiscal Year on each Sold Unit, subject to a minimum of an amount equal to INR 1,00,000 (Rupees One Lakh) per Unit on at least 50% (fifty percent) of the Total Units per Fiscal Year. It is hereby clarified, if the number of Sold Units at any time prior to the expiry of 3 (three) years from Opening Date, exceeds 50% (fifty percent) of the Total Units, then Operating Fee of INR 1,00,000 (Rupees One Lakh) per Unit will be charged on all Sold Units for such Fiscal Year. It is further clarified that if the number of Sold Units at any time prior to the expiry of 3 years from Opening Date is less than 50% (fifty percent) of the Total Units, in such event the Promoter shall pay (and may collect such amounts from the Allottee/s) INR 1,00,000 per Unit per Fiscal Year on the Sold Units and Promoter shall pay Rs. 1,00,000 per Unit per Fiscal Year on the difference between (a) 50% (fifty percent) of the Total Units and (b) the Sold Units. E.g.: If the Total Units are 100, and Sold Units are 40, then the Promoter shall be liable to pay INR 1,00,000 per Unit on 10 Units; the result being the difference of (a) 50% (fifty percent) of 100 Units i.e. 50 Units and (b) 40 (being the number of Sold Units).
  - b. for the period starting on the expiry of the 3<sup>rd</sup> year from Opening Date until the expiration of the Term or the termination of the Residential Operating Agreement whichever is earlier, an amount equal to INR 1,00,000 (Rupees One Lakh) per Unit per Fiscal Year on each Unit (whether sold or unsold).
- iv. The Operating Fee shall be subject to adjustment for any increase in the Inflation Index each year subject to a maximum increase of 5% (five percent) each year. The Operating Fee shall be pro-rated and paid monthly in Indian Rupees, in advance, on or before the start of each calendar month of a calendar year. The first payment of the Operating Fee under this Agreement shall be due and owing and shall be paid to Operator on the Opening Date; if the Opening Date is on a date other than the first (1<sup>st</sup>) day of a calendar month, then the amount of this first payment shall be pro-rated to reflect payment for less than a full calendar month.
  - v. All costs and expenses incurred by Operator in providing the Services shall be paid to Operator by the Residential Association no later than the tenth (10<sup>th</sup>) day of the month following the month in which such costs and expenses were incurred.

- vi. In providing the Services, the Hotel's general manager, director of finance, director of human resources, and director of engineering (collectively, the "Key Positions") will be shared with the Residential Project. Accordingly, the Residential Association will pay the Hotel 15% (fifteen percent) of the total compensation expenses incurred by the Hotel for the Key Positions (excluding any portion of any bonus payment that is solely attributable to the performance of the Hotel). Additionally, the Residential Association will pay the Hotel for an allocated portion of the Hotel's "administrative and general" expenses (approximately a minimum of INR 30,00,000 (Rupees Thirty Lakhs per year), subject to adjustment for any increase in the Inflation Index each year. The Allottee/s acknowledge that the Operator is dependent on the Hotel to provide the Services and on or before the Opening Date the Residential Association, Evenstar, the Operator and the Operator under the Hotel Operating Agreement shall enter into a cost sharing arrangement with respect to shared infrastructure and shared services between the Hotel and Residential Project, in such form and manner acceptable to the parties thereto.
- vii. The Allottee/s further acknowledges, confirms and agrees that: (i) the Unit is being developed and sold by the Promoter and not by the Operator; (ii) the Operator is not part of or an assignee or an agent for the Promoter and has not acted as broker, finder or agent in connection with the sale of the Units; (iii) the Operator shall not under any circumstances be construed or treated as the 'Promoter' of the Residential Project or an 'assignee of the Promoter' for the purposes of the MOFA (as may be amended/extended from time to time and includes any act/statute enacted to replace or substitute MOFA.) (iv) the Operator has not confirmed the accuracy of any marketing or sales materials provided by the Promoter; (v) The Allottee/s has no right to use or any interest in the Ritz-Carlton Marks; and (vi) The Allottee/s waives and releases the Operator from and against any liability with respect to any representations or defects or any claim whatsoever, relating to the marketing, sale, design or construction of the Unit or the Residential Project.
- viii. The Allottee/s acknowledges, confirms and agrees that Operator shall not be responsible for any deficiency in the title of the Promoter to the Site. Operator will not be liable for defects of design and/or construction, any deficiency in the standard of raw materials used, and, in general, for any difference between what Promoter promises to the Allottee/s and what is ultimately delivered to the Allottee/s.
- ix. The Allottee/s further acknowledges that in the event the Residential Operating Agreement between the Promoter (or the Residential Association, upon novation of the Residential Operating Agreement to the Residential Association) and the Operator is terminated for any reason in accordance with the

terms of the Residential Operating Agreement, all services to be provided by the Operator to the Residential Project shall cease.

- x. As regards use of Permitted Statements (as defined under the Residential Operating Agreement) and/or RITZ-CARLTON Marks (as defined under the Residential Operating Agreement), the Allottee/s recognize that they have no rights or interest whatsoever in any of the RITZ-CARLTON Marks (as defined under the Residential Operating Agreement) and they have no rights to use, or attempt to register or assert claims of any kinds with regard to the Permitted Statements (as defined under the Residential Operating Agreement) or the RITZ-CARLTON Marks (as defined under the Residential Operating Agreement). Further, the Allottee/s irrevocably and unconditionally waive their right to claim or receive any damages, including consequential, incidental, special, or punitive damages, arising out of, pertaining to or in any way associated with the cessation of the use of the RITZ-CARLTON Marks (as defined under the Residential Operating Agreement) at or in connection with the Residential Project upon the expiration or termination of the Residential Operating Agreement in accordance with the Residential Operating Agreement.
  - xi. The Allottee/s acknowledge that the Operator is dependent on resources of Evenstar and Hotel to provide the Additional Services and/or Supplemental Services and if Evenstar and/or Hotel do not provide resources then Operator will not be in a position to render the Additional Services and/or Supplemental Services and such termination of Additional Services and/or Supplemental Services shall not be a default or shall not result in any liability to Operator.
- (e) The Allottee/s shall forthwith and in a timely manner make all the payments under the Residential Operating Agreement, as may be determined by the Promoter and within such time as may be determined by the Promoter, save and except for services (including the Additional Services and / or Supplemental Services, as defined in the Residential Operating Agreement) under the Residential Operating Agreement, for which the Allottee/s is / are liable to pay directly to the Operator / Hotel as the case may be. In the event, the Allottee/s avails any services under the Residential Operating Agreement, for which he/she/it/they is/are liable to pay for the same personally then the Allottee/s shall accordingly pay for such services and the Promoter and / or the Society, shall not be liable for the same, in any manner whatsoever.
- (f) It is expressly agreed by and between the Parties that the Promoter has not given and shall not give any representation and / or warranty with respect to quality, sufficiency and / or adequacy of the Marriott Services and that the Promoter shall not in any manner be liable for any claim of any nature whatsoever, for any defects and / or any deficiency in the Marriott Services or any part thereof, and, in general under the Residential Operating Agreement or even otherwise with respect to the

Marriott Services.

- (g) The term set out in this Clause 9(v) shall be a covenant running with the said Premises and hence will continue with and be applicable to the new purchaser/transferee of the said Premises and any further purchaser / transferee with respect to the said Premises, and the Allottee/s undertakes to expressly include the same vide a special term in the agreement for sale / transfer deed between the Allottee/s and any transferee with respect to the said Premises to the satisfaction of the Promoter.
- (h) It is expressly clarified that in the event the Residential Operating Agreement is terminated, in accordance with the terms thereof, then the Promoter shall be entitled to exercise its rights under Clauses 9(iii) and 9(iv).

10. **Formation of the Society:**

- (i) The Promoter shall submit an application to the competent authorities to form a co-operative housing society comprising of the Allottee/s and other allottees of units/premises in the Real Estate Project in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.
- (ii) The Allottee/s shall, along with other allottees of premises/units in the Real Estate Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises in the Real Estate Project alone shall be joined as members (“**the Society**”).
- (iii) For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s; so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority. The Allottee/s also accept(s) and agree(s) that certain changes may be required to the application forms and other writings including the society register to be filled up, including deletion and substitution of the Allottee/s/other allottees in the said Tower consequent to sale and transfer of the said Premises/ their respective premises, and the Allottee/s shall not object to the same.
- (iv) The name of the Society shall be solely decided by the Promoter.
- (v) The Society shall admit all purchasers of flats and premises in the Real Estate Project as members, in accordance with its bye-laws.
- (vi) The Promoter shall be entitled, but not obliged to, join as a member of the



Society in respect of unsold premises in the Real Estate Project, if any.

- (vii) Post formation of the Society, the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Promoter is not liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society for the sale/ allotment or transfer of the unsold premises in the Real Estate Project or in the said Project, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs.1000/- (Rupees One Thousand) per month in respect of each unsold premises towards the outgoings.
- (viii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Society and their respective members/intended members including the Allottee/s; as the case may be, and the Promoter shall not be liable toward the same.

11. **Conveyance to the Society:**

- (i) Within 3 (three) months from the date on which the Promoter has sold all apartments/flats in the Real Estate Project and the Promoter has received the entire sale price and other monies from all allottees in the Real Estate Project the Tower A Residential and the Tower B inclusive of the Residential Tower Amenities and the Real Estate Project Amenities, as the case may be, shall be conveyed to the Society vide a registered indenture of conveyance, provided however that the basements, podium, stilts, shall be retained by the Promoter and shall not be conveyed to the Society ("**Society Conveyance**"). The Society shall be required to join in execution and registration of the Society Conveyance.
- (ii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the Society Conveyance, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Society and their respective members/intended members including the Allottee/s; as the case may be, and the Promoter shall not be liable toward the same.
- (iii) Post execution of the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, in accordance with the provisions of this Agreement, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard, in accordance with the provisions of this Agreement.
- (iv) The Hotel is owned by Evenstar and shall not be conveyed to the said Society. The Hotel portion of the Free Sale Building/s is more particularly depicted in the plan of the Section of the Free Sale Building/s annexed hereto and marked

as **Annexure “5”**.

12. **Title of the said Free Sale Land:**

- (i) The overall scheme of the development of the Larger Land including the said Free Sale Land is being carried out under the provisions of Regulation 33(10) of the DCR read with Regulation 33(10) of the DCPR as a Slum Rehabilitation Scheme and such other provisions of the DCR / DCPR as applicable and/or such other incentive scheme as may be sanctioned under the provisions of the DCR / DCPR from time to time. The said Free Sale Land is owned by MCGM. Accordingly, the said Free Sale Land shall be leased by MCGM in favour of the Society, the Promoter and Evenstar, in accordance with the applicable law, as may be prevailing from time to time. Nature of title of the said Free Sale Land which the MCGM will give / cause to be given to the Society, as the case may be, shall be only lease of the said Free Sale Land jointly in favour of the Society, the Promoter and Evenstar. The Society, the Promoter and Evenstar, shall be joint lessees of the said Free Sale Land having undivided interest in the lease on the said Free Sale Land. Thereupon, the Society shall have the obligation to manage and administer the common area and infrastructures (save and except the Hotel including the allied common areas, facilities and amenities thereto as are setout in the **Tenth Schedule**) subject to terms and conditions of this Agreement.
- (ii) It is further agreed between the Parties hereto that ownership of the Hotel (including the allied common areas, facilities and amenities as are setout in the **Tenth Schedule**) shall always remain with Evenstar and / or its nominees / assignees / transferees even after the formation of the Society and even after execution of the lease deed, as contemplated above and Evenstar and / or its nominees, assigns etc., shall solely be entitled to administer and manage the Hotel which includes the allied common areas, facilities and amenities thereto as listed in the **Tenth Schedule** hereunder written. The terms embodied in this Clause are one of the principal, material and fundamental terms on which the said Premises is agreed to be sold to the Allottee/s and are of the essence of this Agreement.
- (iii) Within a period of 3 (three) months of the Society Conveyance:
  - (a) The Promoter shall also execute an Indenture whereby the Promoter shall convey to the Society all areas, spaces, common areas, facilities and amenities in the said Free Sale Land (other than the Hotel, the allied common areas, facilities and amenities thereto as listed in the **Tenth Schedule** hereunder written, and such other areas in the said Free Sale Land and the Free Sale Building/s which are identified by the Promoter prior to the conveyance (as setout in this Clause) and for ingress and egress of Evenstar and / or its nominees and / or their respective agents, employees, servants etc., for / to the Hotel) and the same are more particularly described in the **Fifth Schedule** hereunder. Such other areas in the said Free Sale Land and the Free Sale Building/s which are identified by the Promoter prior to the conveyance (as setout in this Clause) and for ingress and egress of Evenstar and / or its nominees and / or their respective agents, employees, servants etc., for / to the Hotel shall be jointly owned by the Promoter, Evenstar and the Society, and the Promoter, Evenstar and the Society shall execute necessary deeds, documents and writings

as may be required in this regard.

- (b) The Promoter, Evenstar and the Society shall make necessary applications of execution and registration of an Indenture whereby the lease of the said Free Sale Land shall be granted to the Society, the Promoter and Evenstar (“**the said Lease Deed**”), in the manner set out in the Clauses 12(i) and 12(ii) above.
  - (iv) The Society, the Promoter and Evenstar shall be required to join in execution and registration of the said Lease Deed.
  - (v) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the said Lease Deed, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Society, the Promoter and Evenstar in proportion to their respective interest in the lease.
  - (vi) Post the execution of the said Lease Deed, the Society shall be responsible for the operation and management and/or supervision of the said Free Sale Land including any common areas facilities and amenities (other than the Hotel including the allied common areas, facilities and amenities thereto as listed in the **Tenth Schedule** hereunder written) and the Promoter shall not be responsible for the same, subject to terms of this Agreement.
13. The Promoter has informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Land. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s along with other purchasers of flats/units/premises in the Real Estate Project and/or on the said Free Sale Land, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises on the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the purchasers of flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the Larger Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the Larger Land.
14. The Allottee/s shall be entitled to use the club house without payment of any fees.
15. It is also clarified that certain facilities shall have usage charges in addition to the said membership fees and the same shall be paid by the Allottee/s as and when demanded by the Promoter along with applicable taxes thereon.
16. **Representations and Warranties of the Promoter:**
- (i) The Promoter hereby represents and warrants to the Allottee/s as follows,

subject to what is stated in this Agreement and all its Schedules and Annexures, subject to what is stated in the Title Certificate and compendium thereto:

- (a) The Promoter / Sahana has clear and marketable title and has the requisite rights to carry out development upon the said Land;
- (b) The Promoter / Sahana has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- (c) There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee/s;
- (d) There are presently no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee/s;
- (e) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;
- (f) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- (g) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land and the said Premises, which will, in any manner, affect the rights of Allottee/s under this Agreement;
- (h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- (i) At the time of execution of the Society Conveyance, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the **Fourth Schedule** hereunder written to the Society;
- (j) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the Society Conveyance and thereupon shall be proportionately borne by the Society;

- (k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoter in respect of the Land and/or the Real Estate Project except those disclosed to the Allottee/s.
17. The Allottee/s; with intention to bring all persons into whosoever hands the said Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby agrees and covenants with the Promoter as follows:-
- (i) To maintain the said Premises at the Allottee/s's own cost in good and tenantable repair and condition from the date possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Real Estate Project in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoter;
  - (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach;
  - (iii) To carry out at his/her/its/their own cost all internal repairs to the said Premises and maintain the said Premises and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the said Premises committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
  - (iv) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society;

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Larger Land and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Larger Land and/or the Real Estate Project in which the said Premises is situated;
- (vii) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her/its/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated;
- (viii) Not to change the user of the said Premises without the prior written permission of the Promoter and Society;
- (ix) The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement without the prior written permission of the Promoter;
- (x) Without prejudice to what is stated at Clause 17(ix) above, in the event the Allottee/s intend(s) to sell, transfer, lease, license, assign and/or deal with or dispose of the said Premises and/or the Allottee/s' benefit/s under this Agreement, then the Promoter shall be entitled to a right of first refusal to the said Premises as well as the Allottee/s' right(s), title and interest under this Agreement ("**ROFR**"), which shall be exercised in the following manner:
  - (a) The Allottee/s shall address a letter ("**Offer Letter**") to the Promoter stating therein (i) the name and address of the proposed transferee (ii) the proposed sale price (such sale price shall be denominated in rupees i.e. INR) and hereinafter referred to as "**Offer Price**"), including the proposed amount and consideration and terms and conditions offered by such proposed transferee, (iii) the date of consummation of the proposed sale, (iv) a representation that the proposed transferee has been informed of the terms this Agreement and in particular, the terms embodied into this clause. The Offer Letter shall include a calculation of the fair market value of the said Premises and an explanation of the basis for such calculation.
  - (b) In the event the Promoter wishes to exercise the ROFR upon the said Premises, the Promoter shall, at its sole option, be entitled to purchase the said Premises under the Offer Letter at the Offer Price, in which case, the Promoter shall address a letter to the Allottee/s within a period of 7 (seven) days from the date of the receipt of the Offer Letter ("**Notice Period**") informing the Allottee/s of the Promoter's intention to purchase /acquire the said Premises ("**Acceptance Letter**"), and till the receipt of the Acceptance Letter the Allottee/s shall not proceed with the sale/transfer of the said Premises. Upon issuance of the Acceptance Letter, the Allottee/s shall be bound to sell and/or transfer the said Premises to the

Promoter or such persons/entities nominated by the Promoter at the Offer Price.

- (c) The Promoter may at its sole discretion, on a written request to that effect made by the Allottee/s prior to the exercise of the option by the Promoter as contemplated in Clause 17(x)(b), dispense with the ROFR upon the Allottee/s making payment of such sum not exceeding 2% (two per cent) of (a) the Offer Price or (b) the price at which the Promoter is selling a flat of a similar nature at the relevant time, whichever is higher, together with Service Tax/G.S.T. thereon as may be decided by the Promoter. Only after the Promoter issues the said letter conveying its decision and only upon the Promoter receiving the amount decided by the Promoter for such dispensation, shall the Allottee/s be entitled to sell the said Premises to the said proposed transferee on the same terms and conditions as were offered by the Allottee/s to the Promoter in the Offer Letter. It is expressly agreed that the ROFR is a covenant running with the said Premises and hence will continue with the new purchaser of the said Premises, and the Allottee/s undertake/s to expressly include the same vide a specific term in the new agreement for sale between the Allottee/s and the proposed transferee.
- (d) The Allottee/s agree(s) that if completion of the sale of the said Premises to the proposed transferee does not take place (i) within a period of 15 (fifteen) days from the date of the Allottee/s making payment of such sum not exceeding 2% (two per cent) together with Service Tax/GST thereon(as may be applicable) as decided by the Promoter in terms of Clause 17(x)(c) above or (ii) within 15 (fifteen) days from the expiry of the Notice Period as contemplated in Clause 17(x)(b) above, then the Allottee/s right to sell the said Premises to such proposed transferee shall lapse, the ROFR of the Promoter in respect of the said Premises shall stand automatically reinstated and the provisions of this Clause 17(x) and the process to be followed therein shall once again apply to the Allottee/s for any subsequent proposed sale of the said Premises.

It is hereby clarified that, in the event of the Allottee/s proposing to give the said Premises on lease and/or leave and license basis only, then the provisions contained in Clause 17(x) shall not apply, except that, the Allottee/s shall be required to obtain the prior written permission of the Promoter before effecting any such lease and/or leave and license arrangement.

- (xi) The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and the said Premises 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 Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the Real Estate Project and / or the said Car Parking Space and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this

Agreement.

- (xii) The Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof.
- (xiii) The Promoter has entered into various Hotel Agreements with Marriott and other entities inter alia for the operation and management of the Hotel constructed in the aforesaid Tower 'A' for such period and upon such terms and conditions as stated therein i.e. Hotel Agreements and which Hotel Agreements stood fully assigned in favour of Evenstar pursuant to the said Hotel Conveyance Deed. The Allottee/s hereby agrees, confirms, undertakes, covenants and acknowledges that the Allottee/s and / or his family members etc., shall not use the said Premises and the said Car Parking Space in any manner whereby the operation of the Hotel is in any manner affected. This term shall be a covenant running with the said Premises and hence will continue with the new purchaser of the said Premises and any further purchaser / transferee with respect to the said Premises, and the Allottee/s undertakes to expressly include the same vide a special term in the agreement for sale / transfer deed between the Allottee/s and any transferee, in accordance with the terms of this Agreement.
- (xiv) The details and the integral terms applicable to the Allottee/s and Society in respect of the Residential Operating Agreement are more particularly set out in the Clause 9(v). It is further agreed between the Parties hereto that ownership of the Hotel (as setout above) is of Evenstar.
- (xv) The Promoter shall be entitled to formally name the Free Sale Building/s at a later date and which name shall not be changed by the Allottee/s and / or the Society as the case may be.
- (xvi) It is agreed that the said Premises shall be of R.C.C. structure with normal brick / block wall / dry wall with gypsum / putty / cement plaster. The Allottee/s hereby agrees that the Promoter may, if required due to any structural reasons convert any brick / block wall / dry wall in the said Premises into a load bearing R.C.C. wall or vice versa and the Allottee/s hereby further agrees and irrevocably consents not to dispute or object to the same. The Allottee/s, along with any and all purchasers of the flats and premises of the Real Estate Project, are strictly prohibited to make any structural changes internally in the concrete structure i.e. walls, columns, beams and slabs, which may result into temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the Real Estate Project. The said Premises shall be bare shell (with windows and entrance door) and shall not contain any amenities within it save and except those set out in the **Sixth Schedule** hereto. The Allottee/s hereby agrees, declares and confirms that the said Premises shall be bare shell (with windows and entrance door) and shall not contain any amenities within it. The Promoter shall not be liable, required and / or obligated to provide any other specifications, fixtures, fittings and / or amenities in the said Premises or in the Real Estate Project. Further, though the Promoter has proposed to provide certain facilities such as common swimming pool and gymnasium, the Promoter has the right to add, alter, amend or delete any or all of the proposed amenities.



- (xvii) The Allottee/s agrees and covenants that in the event the Allottee/s is carrying out fit-outs/renovation/repair in the said Premises, the Allottee/s shall not carry out such fit-out/renovation/repair by such vendors/contractors as not approved by the Promoter. In the event of the Allottee/s carrying out any fit-out/renovation/repair within the said Premises by vendors/contractors not approved by the Promoter, then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the said Tower or the Real Estate Project on account of such fit-out/renovation/repair and the Promoter's obligation to rectify any defect(s) or compensate for the same as more particularly described in Clause 7 of this Agreement shall immediately cease and the Allottee/s/the Society and/or any other allottees of the Real Estate Project (as the case maybe) shall have no claim(s) of whatsoever nature against the Promoter in this regard.
- (xviii) The Allottee/s agrees and covenants that the Allottee/s and / or any other person shall not load in the said Premises, either by way of fit-out or construction or in any other manner whatsoever, anything more than as is prescribed in the Fit-Out Rules (as defined hereinbelow). The Allottee/s shall be responsible to apply and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out at his/her/its/their costs and expenses. Accordingly, the Promoter shall provide electrical, plumbing and drainage connectivity upto the said Premises (high side) and hand over the said Premises without any interior walls, flooring and finishes. The Allottee/s confirm that no structural changes and / or structural alterations of any nature whatsoever shall be made by the Allottee/s.
- (xix) Not to affix any fixtures or grills on the exterior of the Real Estate Project for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Premises and the Allottee/s shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottee/s shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If found that the Allottee/s has affixed fixtures or grills on the exterior of his / her / their / its premises for drying clothes or for any other purpose or that the Allottee/s has affixed a grill having a design other than the standard approved design, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his / her / their / its obligations as mentioned herein, and in addition to the same, on each such occasion / default, pay to the Promoter a penalty of Rs. 5,00,000/- (Rupees Five Lac only).
- (xx) Not to affix air conditioner/s at any other place other than those earmarked for fixing such premises so as not to affect the structure, façade and/or elevation of the Real Estate Project in any manner whatsoever. The Allottee/s shall not install a window Air-conditioner within or outside the said Premises. If found that the Allottee/s has affixed a window air conditioner or the outdoor condensing unit which projects outside the said Premises, the Allottee/s shall immediately rectify/dismantle the same so as to be in compliance with his/her/their/its obligations as mentioned herein, and in addition to the same, on each such occasion / default, pay to the Promoter a penalty of Rs. 5,00,000/- (Rupees Five Lac only).

- (xxi) The Allottee/s shall not create any hardship, nuisance or annoyance to any other allottees in the Real Estate Project.
- (xxii) To keep the sewers, drains and pipes in the said Premises and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the Real Estate Project and the Allottee/s shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or of the Society.
- (xxiii) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the Real Estate Project and not cover / enclose the planters and service slabs (as may be applicable) or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the Real Estate Project or do any act to affect the FSI potential of the said Free Sale Land and / or the Larger Land.
- (xxiv) Not to do or permit to be done any renovation / repair within the said Premises without prior written permission of the Promoter/ Facility Manager. In the event of the Allottee/s carrying out any renovation / repair within the said Premises, without prior written permission and/or in contravention of the terms of such prior written permission, as the case may be, then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the Real Estate Project on account of such renovation / repair.
- (xxv) Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Promoter and/or the said Society, as the case may be, and of the SRA, the MCGM and other concerned authorities.
- (xxvi) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Premises /Building in any manner whatsoever.
- (xxvii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Free Sale Land and the Real Estate Project and / or the Free Sale Building.
- (xxviii) Not to do or permit to be done any act or thing which may render void or violable any insurance of the said Free Sale Land and / or the Real Estate Project in which the said Premises is situated and / or the Free Sale Building/s or any part thereof or whereby an increased premium shall become payable in respect of the insurance.
- (xxix) To abide, observe and perform all the rules and regulations which the Society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and the said Premises therein and / or the Free Sale Building/s and for observance and performance of the building rules and regulations for the time being in force of the concerned local authority and of Government and other public bodies and authorities. The Allottee/s shall also observe and

perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Premises in the Real Estate Project and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings.

- (xxx) Not to violate and to abide by all rules and regulations framed by the Promoter / its designated Facility Manager and / or by the said Society, as the case may be, for the purpose of maintenance and up-keep of the Real Estate Project and / or the Free Sale Building/s and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises (the “**Fit-out Rules**”).
- (xxxii) The Allottee/s shall never in any manner enclose any flower beds / planters / ledges / pocket terrace/s / deck areas ornamental projects / dry yards / service yards and other areas (as may be applicable). These areas should be kept open and should not be partly or wholly enclosed including installing any temporary or part shed or enclosure and shall not include the same in the said Premises or any part thereof and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the said Premises to its original state.
- (xxxiii) Shall not do either by himself / herself / itself or any person claiming through the Allottee/s anything which may or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the Real Estate Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the Real Estate Project and / or the Free Sale Building/s. If the Purchaser/s commits default of this sub-clause then the Allottee/s shall immediately take remedial action and shall also be liable to pay to the Promoter an amount of Rs. 50,000/- (Rupees Fifty Thousand only) on each occasion on which the Allottee/s or any person on his / her / their / its behalf commits default of this sub-clause.
- (xxxiv) Shall not display at any place in the Real Estate Project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project or common area therein or in any other place or on the window, doors and corridors of the Real Estate Project.
- (xxxv) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Real Estate Project or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter.
- (xxxvi) Shall not park at any other place and shall park all cars in the said Car Parking Space only as may be permitted / allotted by the Promoter.

- (xxxvi) To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises.
- (xxxvii) The Allottee/s shall permit the Promoter and their surveyors and agents and assigns with or without workmen and others at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project. The Allottee/s is aware that the main water/drainage pipes of the Real Estate Project may pass through certain areas within the said Premises. The Allottee/s agrees that he/she/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall they in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes in any manner howsoever. The Promoter /the Facility Manager and/or their respective workmen, staff, employees, representatives and agents, shall, at all times, be entitled to access such areas within the said Premises for the purpose of maintenance, repair and upkeep of the water pipes and the Allottee/s hereby gives his express consent for the same.
- (xxxviii) The Allottee/s is aware and acknowledges that the Promoter is entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the flats and apartments, garages or other premises as herein stated comprised in the Real Estate Project and the Allottee/s undertakes that it shall not be entitled to raise any objection with respect to the same.
- (xxxix) The Allottee/s has been appraised of the terms and conditions of the Joint Venture Agreement and the same shall be fully binding on the Allottee/s. Further, nothing as contained herein shall dilute / change /modify the extent of the rights, obligations and entitlements of the Promoter, and / or the constituents inter-se as provided in the Joint Venture Agreement.
- (xl) The Allottee/s is / are aware that the Promoter or its agents or contractors etc., shall carry on the work / balance of the other Free Sale Building/s with the Allottee/s occupying the said Premises. The Allottee/s shall not object to, protest or obstruct in the execution of such work, on account of pollution or nuisance or on any other account, even though the same may cause any nuisance or disturbance to him/her/them/it. The Promoter shall endeavour to minimise the cause of nuisance or disturbance. This is one of the principal, material and fundamental terms of this Agreement.
- (xli) The Allottee/s shall duly abide by the terms and conditions and set out in the Residential Operating Agreement and shall act in furtherance of the Residential Operating Agreement including to take all the steps for novation of the Residential Operating Agreement in favour of the Society and shall pay all the charges, costs, expenses for the services received by the Allottee/s under the Residential Operating Agreement.
- (xlii) The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the said Free Sale Land.

- (xlirii) The Promoter shall be entitled to construct site offices/sales lounge in the said Free Sale Land or any part thereof and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Free Sale Land or any portion thereof is leased to the Society, until the entire development on the said Free Sale Land / the said Land is fully completed.
18. It is agreed that as and when the Promoter enters into agreements / arrangements with any person, or otherwise the Promoter is in a position to provide all Utilities (as defined hereinafter) or any of them, then in that event the Allottee/s herein shall procure such Utilities only from the Promoter or any person as may be nominated by the Promoter in that behalf, as the case may be, and pay such amount as may be fixed by the Promoter or its nominee, to the Promoter or to its nominee, as the case may be. This term is the essence of this Agreement. For the purposes of this Clause, “Utilities” refers to gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption as may be utilized by the Allottee/s on a day-to-day basis. It is further clarified that this Clause shall not be interpreted / construed to mean that the Promoter is obligated / liable to provide all or any of the Utilities whether or not the Promoter has entered into agreements / arrangements with any person, or otherwise the Promoter is in a position to provide all Utilities or any of them.
19. The Promoter shall be entitled to construct in, over or around or above the terrace of the said Tower/the Real Estate Project/ the said Project any additional area or facility, including helipads or any other similar facility/ies as may be permitted within the rules of the MCGM / SRA and/or any other authority and shall be solely entitled to use, operate and manage the same.
20. The Promoter and/or any professional agency appointed by it shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the and the Real Estate Project, the Free Sale Building/s (other than Hotel) and / or the said Free Sale Land and that the costs and expenses together with applicable taxes thereon for the same shall be borne and paid by the Allottee/s as may be determined by the Promoter and / or such professional agency.
21. The Allottee/s hereby nominates the persons as set out in the **Third Schedule** (“**the said Nominee**”) as his / her / their / its nominee in respect of the said Premises. On the death of Allottee/s, the said Premises shall assume all the obligations of the Allottee/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the said Nominee. The Promoter shall at its discretion be entitled to insist on Probate / Succession Certificate/Letter of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Promoter as may be necessary and required by the Promoter.
22. It is agreed that the Allottee/s shall be entitled to avail loan from a Bank and to mortgage the said Premises by way of security for repayment of the said loan to such Bank only with the prior written consent of the Promoter. The Promoter will grant their no objection, whereby the Promoter will express it’s no objection to the Allottee/s availing

of such loan from the Bank and mortgaging the said Premises with such Bank, provided however, the Promoter shall not incur any liability/obligation for repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of such Bank in respect of the said Premises of the Allottee/s shall not in any manner jeopardise the Promoter's right to receive full consideration and other charges and Sahana's right to develop the balance of the Larger Land and such mortgage in favour of such Bank shall be subject to the terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the Bank, wherein the Bank shall undertake to make payment of all the outstanding amounts under this Agreement and be bound by the terms and conditions setout herein and such confirmation letter shall be mutually acceptable to the parties hereto and to the said Bank.

23. The Allottee/s hereby represents and warrants to the Promoter that:
- (i) he / she / they / it is / are not prohibited from acquiring the said Premises and said Car Parking Space under any applicable law or otherwise;
  - (ii) he / she / they / it has / have not been declared and / or adjudged to be an insolvent, bankrupt etc., and / or ordered to be wound up or dissolved, as the case may be;
  - (iii) no receiver and / or liquidator and / or official assignee or any person is appointed in the case of the Allottee/s or all or any of his / her / their / its assets and / or properties;
  - (iv) none of his / her / their / its assets / properties is attached and / or no notice of attachment has been received under any rule, law, regulation, statute etc.;
  - (v) no notice is received from the Government of India (either Central, State or Local) and / or from any other Government abroad for his / her / their / its involvement in any money laundering or any illegal activity and / or is declared to be a proclaimed offender and / or a warrant is issued against him / her / them;
  - (vi) no execution or other similar process is issued and / or levied against him / her / them and / or against any of his / her / their / its assets and properties;
  - (vii) he / she / they has / have not compounded payment with his / her / their / its creditors;
  - (viii) he / she / it / they is / are not convicted of any offence involving moral turpitude and / or sentenced to imprisonment for any offence not less than 6 (six) months;
24. he / she / it / they is / are not an undesirable element and will not cause nuisance and / or cause hindrances in the completion of the said Project and / or anytime thereafter It is abundantly made clear to the Allottee/s who is a non-resident/foreign national of Indian Origin, that in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law

from time to time. The Allottee/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottee/s agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

25. The Promoter shall maintain a separate account in respect of sums received from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

26. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the said Car Parking Space or the Real Estate Project or the Larger Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises and the said Car Parking Space, and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Conveyance and the said Lease Deed, as the case may be.

27. **Mortgage or creation of charge:**

(i) The Allottee agrees, acknowledges and undertakes that the Promoter and / or Sahana and / or Moon Rays, as the case may be, are entitled to and have obtained / are in the process of obtaining loans from various banks and / or financial institutions and create such securities with respect to any and all their right, title benefits and interest in the said Scheme or any part thereof, as may be solely decided by the Promoter.

28. **Entire Agreement:**

(i) This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

29. **Right to Amend:**

(i) This Agreement may only be amended through written consent of the Parties.

30. **Provisions of this Agreement applicable to Allottee/s subsequent allottee/s:**

(i) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Real Estate Project shall equally be applicable to and enforceable against any subsequent allottee/s of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

31. **Severability:**

- (i) If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**32. Method of calculation of proportionate share:**

- (i) Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project.

**33. Further Assurances:**

- (i) Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**34. Waiver:**

- (i) No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

**35. Place of Execution:**

- (i) The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s; in Mumbai City, after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

**36. Notices**

- (i) All notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified in the



**Third Schedule.** It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s; as the case may be.

37. **Joint Allottee/s:**

- (i) That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Joint Allottees.

38. **Stamp Duty and Registration:**

- (i) The Allottee/s shall bear and pay all the amounts payable towards stamp duty (including any deficit stamp duty), registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises and said Car Parking Space, including applicable stamp duty and registration charges on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee/s' account.
- (ii) The Allottee/s and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

39. **Dispute Resolution:**

- (i) Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

40. **Governing Law:**

- (i) This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

41. **Permanent Account Number**

- (i) The Permanent Account Number of the Parties are as set out in the **Third Schedule** hereunder written.

42. **Interpretation:**

- (i) In this Agreement where the context admits:
  - (a) any reference to any statute or statutory provision shall include all

subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

- (b) any reference to the singular shall include the plural and vice-versa;
- (c) any references to the masculine, the feminine and the neuter shall include each other;
- (d) any references to a “company” shall include a body corporate;
- (e) the word “Business Day” would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed;
- (f) the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to clauses, sections and schedules are to clauses, sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears;
- (g) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (h) the expression “the Clause” or “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
- (i) each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (j) in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
- (k) the words “include”, “including” and “in particular” shall be construed

as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

- (l) references to a person (or to a word importing a person) shall be construed so as to include:
- i. an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/ separate legal entity);
  - ii. that person's successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and
  - iii. references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- (m) where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at Mumbai in the presence of attesting witness, signing as such on the day first above written.

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:**

**PART A**

All those pieces and parcels of Land admeasuring 66,748.16 square meters situated at Annie Besant Road and Sadanand Hasu Tandel Marg, G/South Ward, Worli, Mumbai – 400 025 in the Registration District and Sub-District of Mumbai City and bearing (a) Cadastral Survey No. 286 (Part) of Lower Parel Division, (b) Final Plot No. 1076 of Town Planning Scheme – IV of Mahim Division, (c) Final Plot No. 1077 of Town Planning Scheme – IV of Mahim Division, (d) Final Plot No. 1078 of Town Planning Scheme – IV of Mahim Division, (e) Cadastral Survey No.912 of Lower Parel Division, (f) Cadastral Survey No.911 of Lower Parel Division, (g) Cadastral Survey No. 2A/911 of Lower Parel Division, (h) Cadastral Survey No. 1072 of Lower Parel Division, and (i) Cadastral Survey 1108 of Lower Parel Division and bounded as follows:

On the East by : N. M. Joshi Marg;  
On the West by : Annie Besant Road;  
On the North by : Final Plot Nos. 1079, 1080, 1082, 1075, 1074, 1073 (part), 1072 (part), 1071, 1070, 1068, 1067, 1064, 1063, 1061, 1060, 1044A of Town Planning Scheme IV of Mahim Division and Cadastral Survey No. 286 (part) of Lower Parel Division, and  
On the South by : The Proposed 22.80 Meters wide D.P. Road.

**PART A-1**

All that pieces and parcels of Land admeasuring 38,857.50 square meters situated at Annie Besant Road and Sadanand Hasu Tandel Marg, G/South Ward, Worli, Mumbai – 400 025 in the Registration District and Sub-District of Mumbai City and bearing (a) Cadastral Survey No. 286 (Part) of Lower Parel Division, (b) Final Plot No. 1076 of Town Planning Scheme – IV of Mahim Division, (c) Final Plot No. 1077 of Town Planning Scheme – IV of Mahim Division, (d) Final Plot No. 1078 of Town Planning Scheme – IV of Mahim Division, (e) Cadastral Survey No. 912 of Lower Parel Division and bounded as follows:-

On the East by : Final Plot No. 1075 (Part) and Final Plot No. 1073 (Part);  
On the West by : Annie Besant Road;  
On the North by : Final Plot No. 1079 (Part), Final Plot No. 1080 (Part); and  
On the South by : The Proposed DP Road (22.80 meters wide)

### **PART B**

All those pieces and parcels of land admeasuring 5016.41 square meters situated at Ganpat Rao Kadam Marg, G/South Ward, Lower Parel, Mumbai – 400 025 in the Registration District and Sub-District of Mumbai City and bearing (a) Cadastral Survey No. 438 of Lower Parel Division, (b) Cadastral Survey No. 1/268 (part) of Lower Parel Division, (c) Cadastral Survey No. 268 (part) of Lower Parel Division, (d) Cadastral Survey No. 286 (part) of Lower Parel Division, and (e) Cadastral Survey No. 437 (part) of Lower Parel Division and bounded as follows:-

On the East by : Cadastral Survey No. 268 (part) of Lower Parel Division;  
On the West by : Cadastral Survey Nos. 437 (part) and 439 of Lower Parel Division;  
On the North by : Cadastral Survey Nos. 437 (part) and 1/268 (part) of Lower Parel Division; and  
On the South by : Cadastral Survey No. 439 of Lower Parel Division.

### **PART B-1**

All that pieces and parcels of land admeasuring 4682.56 square meters situated at Ganpat Roa Kadam Marg, G/South Ward, Lower Parel, Mumbai – 400 025 in the Registration District and Sub-District of Mumbai City and bearing (i) Cadastral Survey No. 438 of Lower Parel Division, (ii) Cadastral Survey No. 268 (part) of Lower Parel Division and (iii) Cadastral Survey No. 437 (part) of Lower Parel Division and bounded as follows:-

On the East by : Cadastral Survey No. 268 (part) of Lower Parel Division;  
On the West by : Cadastral Survey Nos. 437 (Part) and 439 of Lower Parel Division;  
On the North by : Cadastral Survey Nos. 437 (Part) and 1/268 of Lower Parel Division;  
and  
On the South by : Cadastral Survey No. 439 of Lower Parel Division.

### **PART C**

All that piece and parcel of land admeasuring approximately 860.38 square meters bearing Final Plot No. 1061 of Town Planning Scheme IV of Mahim Division situate, lying and being at New Prabhadevi Road, Mahim, Mumbai.

### **PART D**

All those piece and parcels of land admeasuring in aggregate 9,191.52 square meters bearing (a) Cadastral Survey No. 907 of Lower Parel Division, (b) Final Plot No. 1044 of Town Planning

Scheme IV of Mahim Division, and (c) Final Plot No. 1044/A of Town Planning Scheme IV of Mahim Division along with 50'-0" with T.P Road, situate, lying and being at NM Joshi Marg and Elphinstone Road, Lower Parel, Mumbai.

### PART E

All those pieces and parcel of land admeasuring 1675.97 square meters bearing (a) Cadastral Survey No. 1/911, (b) Cadastral Survey No. 2/911, and (c) Cadastral Survey No. 3/911 situate, lying and being at Elphinstone Road, G South Ward, Mumbai.

### THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

#### (Description of the said Free Sale Land)

All that piece and parcel of Land admeasuring 9378.96 square meters or thereabouts bearing Cadastral Survey No. 286 (Part) of Lower Parel Division and all that piece and parcel of Land admeasuring 2786.81 square meters bearing Final Plot No. 1078 of Town Planning Scheme – IV of Mahim Division both collectively admeasuring approximately 12,165.77 square meters situated at Annie Besant Road and Sadanand Hasu Tandel Marg, G/South Ward, Worli, Mumbai – 400 025 in the Registration District and Sub-District of Mumbai City and bounded as follows:

On the East by : Final Plot No. 1077 of TPS IV Mahim Division;  
 On the West by : Annie Besant Road;  
 On the North by : Final Plot Nos. 1079 of TPS IV Mahim Division; and  
 On the South by : The Proposed DP Road (22.80 meters wide).

### THE THIRD SCHEDULE ABOVE REFERRED TO

#### (Meaning of the Terms and Expressions)

Sr. No.	Terms and Expressions	Meaning
1.	The said Premises	Flat No. A-36 on the 36 <sup>th</sup> floor (i.e., <b>habitable floor including the Girder / Mechanical / Service / Refuge floor level / Parking Lobby, Amenity Levels</b> ) of Tower A.
2.	Carpet area of the said Premises as per RERA	Admeasuring about 1,385.27 square meters (approx. 14,911 square feet).
3.	Sale Price	<b>Rs. 91.62/- (Rupees Ninety One Crores Sixty Lacs Only) for the said Premises.</b>
4.	Additional Area of the said Premises	Admeasuring about 82.12 square meters (approx. 884 square feet).
5.	The said Car Parking Space	Plan showing the said <b>Car Parking Space</b> is annexed hereto and marked as <b>Annexure "11"</b> .  Total <b>Car parking are 7.</b>

6.	Name of the Account for payment of Sale Price	Oasis Realty Revenue Account No. 408101010037492 maintained with Union Bank of India, Vile Parle (West) Branch with IFSC Code UBIN0540811 (“the said Account”).
7.	The said Nominee	Name: _____ Relationship with Allottee/s: _____ Address of Nominee: _____
8.	Name, address and email of the Allottee/s for the purposes of this Agreement	Name : _____ Address: _____ Email id: _____
9.	Name, address and email of the Promoter for the purposes of this Agreement	Oasis Realty 402, Sagar Avenue, 4th Floor, Junction of SV Road & Lallubhai Park Road. Andheri(W), Mumbai - 400 058. <a href="mailto:reach@sahanagroup.com">reach@sahanagroup.com</a>
10.	Permanent Account Number	Promoter’s PAN: AAAAO1735B Allottee/s PAN: _____
11.	Architects for the development of the Free Sale Land	Wesymor+ Consultants Pvt. Ltd.
12.	RCC Consultants	Leslie E. Robertson Associates Consulting Engineers (India) Pvt. Ltd.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(Description of the Tower Amenities)**

**(Description of the Tower A Residential Amenities)**

1. Staircase and staircase landings.
2. Corridors / passages.
3. Main entrance Lobby.
4. Lift, Lobby and Landings.
5. Service / mechanical areas / floors
6. Refuge areas
7. Underground water tanks, Fire tanks.

**(Description of the Tower B Amenities)**

1. Staircase and staircase landings.
2. Corridors / passages.
3. Main entrance Lobby.
4. Lift, Lobby and Landings.
5. Service / mechanical areas / floors
6. Refuge areas
7. Underground water tanks, Fire tanks.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(Description of the Real Estate Project Amenities)**

1. Health Club and swimming Pool.
2. Service entry.
3. Common open areas.
4. Common driveways.
5. Common landscapes.
6. Express Ramp / Speed Ramp.
7. Underground water tanks, Fire tanks.
8. Entrance Gate with Security Cabin.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**(Description of the Amenities in the said Premises)**

1. Concealed plumbing in shaft, exposed in ceiling of service yard – plumbing point upto high side.
2. Electrical mains upto high side
3. Cable TV backbone
4. IT backbone
5. Aluminum sliding windows.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**  
**(Marriott Services)**

**PART A**  
**(Concierge Services)**  
**(Included in the Residential Association Dues)**

1. **Dedicated "Base" Concierge Services: (24-Hours)**
  - a. Airline /Private Air Reservations
  - b. Airport/ Ground Transportation Arrangements
  - c. Restaurant information/Reservations
  - d. Spa & Salon Reservations
  - e. Pet Care/Kennel Information & Reservations
  - f. Theater & Entertainment information/Reservations
  - g. Reserving Golf Tee Times
  - h. Ordering Floral Arrangements
  - i. Overnight Delivery Service
  - j. Newspaper Delivery
  - k. Mail/Magazine Delivery
  - l. Package Delivery
  - m. Activity Arrangements
  - n. Shopping Information
  - o. Services Information
  - p. Car/ limousine rental
  - q. Ritz-Carlton Hotel Reservations
  - r. Tour Information & Reservations
  - s. Wake-up Calls
2. **Business Center:**
  - a. Fax / Copy / Print
  - b. Personal Computer
  - c. Doorman / Porter

- d. Assistance with packages, etc.
  - e. Delivery: Mail / Magazine/ Newspaper / Package
  - f. Automatically
- 3. Other Services:**
- a. Move-In Coordination With Moving Company
  - b. Move-In Utilities Coordination
  - c. Emergency Key Services
- 4. Housekeeping for Common Property and Common Areas**
- a. General (Amenities / Services)
    - i. Pool
    - ii. Fitness Center
  - b. Engineering for Common Property and Common Areas
    - i. Standard Trash Removal
    - ii. Common Areas Pest Control
    - iii. Common Area Maintenance & Repair
    - iv. Pool Cleaning & Maintenance
  - c. Landscaping of Common Areas
    - i. Grass cutting
    - ii. Hedge Trimming
    - iii. Blowing
    - iv. Edging
    - v. Weed treatment
    - vi. Irrigation Inspection
    - vii. Fertilization
    - viii. Lawn Insect Treatment
    - ix. Shrub and Tree Pruning
    - x. Mulch Replacement
    - xi. Irrigation repair
  - d. Security
    - i. 24-hour staffed Security
  - e. Auto Valet
    - i. 24-hour Valet Parking

**PART B**  
**(Additional Services)**  
**(Paid for by Unit Owners based on A Rate Schedule)**

- 1. Concierge Services (Arrange For These):**
- a. Personal Shopping & Grocery Shopping
  - b. Party, Function & Event Planning
  - c. Business Equipment Rental Arrangements
  - d. Administrative / Personal Assistant Services
  - e. Mail / Package Shipping
  - f. Pre Arrival Prep/ Refrigerator and Pantry Stocking
  - g. Laundry/Dry cleaning
  - h. Car Washing & Car Detailing
  - i. Seamstress for alterations services
  - j. Nanny / Babysitting Services
  - k. Plant Care / Botanical Maintenance
  - l. Travel & Vacation Planning - Translation Services
  - m. Computer Technology Assistance
  - n. Call-A-Chef Reservations



2. **Housekeeping & Laundry:**
  - a. Housekeeping: Daily / Weekly / As Needed
  - b. Vacuum & Mop Floors - Wash Dishes
  - c. Dust Interior (furniture, fixtures, baseboards, vents)
  - d. Strip beds and change sheets
  - e. Clean bathrooms (scrub, disinfect showers, tubes, toilet)
  - f. Clean Patio (sweep floors, dust furniture & fixtures)
  - g. Oven / cooktop / refrigerator / mirrors cleaning
  - h. Laundry / Dry Cleaning As Requested
  
3. **In-Residence Dining & In-Residence Catering:**
  - a. Available
  
4. **Engineering Services:**
  - a. Minor Electrical/Plumbing
  - b. Picture Hanging - Touch-up Paint
  - c. Fluorescent Tube/Bulb Replacement
  - d. Simple Electronic Hook-Up
  - e. Furniture Assembly - HVAC Filter Change
  - f. Bulk Trash Removal & Move-In Trash Removal
  
5. **Special A la Carte Services - Via A 3rd Party:**
  - a. Vacant Residence Maintenance Program
  - b. Grocery / Food Delivery
  - c. In-Residence Plant Care Maintenance & Pest Control
  
6. **Other A la Carte Services:**
  - a. Personal Trainer at the Fitness Center
  - b. Meeting Rooms & Conference Rooms through Hotel
  - c. Call-A-Chef Services & In-Residence Spa Treatment

**PART C**  
**(Supplemental Services)**  
**(Other available services from the Hotel,)**  
(Not Allocated, Not A la Carte and Not Charged to Association)

Residential VIP Signing Privileges at:

1. Spa
2. Restaurants
3. Lounge / Bar
4. Pool Bar
5. Pool Grill
6. Priority Access to Hotel Restaurants
7. Priority Access to The Spa
8. Concierge Services
9. Ritz-Carlton Hotel Retail Shop

**THE EIGHTH SCHEDULE ABOVE REFERRED TO**  
*(being the amounts to be paid by the Allottee in accordance with this Agreement)*

<b>Sr. No</b>	<b>Particulars</b>	<b>Amount</b>
1	Charges towards formation and registration of the Society, along with applicable taxes;	10,000/- (Rupees Ten Thousand Only)
2	Deposit towards water, electricity, and other utility and services connection charges;	To be paid to the utility supplier at actuals
3	One-time non-refundable membership fee with respect to the club house forming part of the Real Estate Project (taxes to be paid separately by the Allottee/s at applicable rates);	50,00,000/- (Rupees Fifty Lakhs Only)
4	All legal costs, charges and expenses (taxes to be paid separately by the Allottee/s at applicable rates);	50,000/- (Rupees Fifty Thousand Only)
5	Development charges (taxes to be paid separately by the Allottee/s at applicable rates);	79,00,000/- (Rupees Seventy-Nine Lakhs Only)

**THE NINTH SCHEDULE ABOVE REFERRED TO**

*(being the amounts to be paid by the Allottee in accordance with this Agreement)*

<b>Sr. No</b>	<b>Particulars</b>	<b>Amount</b>
1	Share application money of the Society	520/- (Rupees Five Hundred and Twenty only)
2	Corpus fund contribution	50,00,000/- (Rupees Fifty Lakh only)
3	Proportionate share of taxes and other charges/levies in respect of the Society (taxes to be paid separately by the Allottee at applicable rates)	To be intimated separately by the Promoter in writing along with supporting bills, etc.
4	Deposit towards provisional monthly contribution towards outgoings of the Society (taxes to be paid separately by the Allottee at applicable rates)	To be intimated separately by the Promoter in writing along with supporting bills, etc.

**THE TENTH SCHEDULE ABOVE REFERRED TO**  
**(Description of the Common Areas, Facilities and Amenities in the Hotel)**

1. Ball room / beverage bar / pre-functions.
2. Junior ballroom / pre-functions.
3. Meeting room.
4. Gym / Fitness centre.
5. Pool (vitality pool, steam, sauna, experience shower).
6. Spa.
7. Club lounge (21<sup>st</sup> floor).
8. Restaurants / bar / lounge / private dining room / sky lobby.
9. Laundry service.
10. Salon.
11. Living room (smaller function room).

**SIGNED, SEALED AND DELIVERED by** )

1. **Skylark Buildcon Private Limited** )  
pursuant to the resolution passed at the )  
meeting of its Board of Directors held on )  
\_\_\_\_\_through its authorised )  
signatory Mr. \_\_\_\_\_ )

2. **Moon Rays Realty Private Limited,** )  
pursuant to the resolution passed at the )  
meeting of its Board of Directors held on )  
29<sup>th</sup> March, 2023 through its authorised )  
signatory Mr Vijay More )  
\_\_\_\_\_ )

as joint venture members / constituents of the  
withinnamed Promoter i.e. “**Oasis Realty**” in the  
presence of

- 1.
- 2.

**SIGNED AND DELIVERED BY THE** within )  
named **Allottee/s** )

\_\_\_\_\_ )  
in the presence of )

- 1.

2. )

**RECEIVED** of and from the withinnamed ) **Rs.** \_\_\_\_\_/-  
Allottee, the sum of **Rs.** \_\_\_\_\_/- (**Rupees** ) «Received\_Amount\_Text»  
\_\_\_\_\_ **Only**) towards the Sale )  
Price, as within mentioned. )  
)

**We Say Received  
For Promoter**

1. \_\_\_\_\_

2. \_\_\_\_\_

**Authorised Signatory/ies**

\*\*\*\*\*  
DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023  
\*\*\*\*\*

**BETWEEN**

**OASIS REALTY**

**... the Promoter / the Joint Venture**

**AND**

\_\_\_\_\_

**... Allottee**

=====  
**AGREEMENT FOR SALE**  
=====

M/S. WADIA GHANDY & CO.  
Advocates & Solicitors  
N.M. Wadia Building  
123, M.G. Road, Fort  
Mumbai 400 001

NL-NAR-10360