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THIS AGREEMENT made at Mumbai, this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand Twenty Four Between Ferani Developers (a division of Ferani Hotels Private Limited, a Company governed under the Companies Act, 2013 bearing CIN: U55200MH1946PTC004954 and having its registered office at Construction House "B", 2nd Floor, 623, Linking Road, Opp. Khar Telephone Exchange, Khar (West), Mumbai - 400 052), hereinafter referred to as "the Builders" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the First Part, Mr. Nusli Neville Wadia, an Indian Citizen of Mumbai, Indian Inhabitant (in his capacity as the sole Administrator, appointed by the Bombay High Court, of the estate and effects of the late Eduljee Framroze Dinshaw), having his office at 412, Churchgate Chambers, 5, Sir Vithaldas Thakersey Marg, Mumbai-400 020, hereinafter referred to as "the Owner" (which expression shall, unless it be repugnant to the context or meaning thereof bind and include his successors and the administrator/s and/or person/s for the time being and from time to time representing the estate and effects of the late Eduljee Framroze Dinshaw) of the Second Part And **MR. SUDHANSHU SAH** of Mumbai, Indian Inhabitant, having address at Flat No.1701, B Wing, Rushi Heights, Riddhi Garden, Film City Road, Malad (East), Mumbai-400 097, hereinafter referred to as "the Purchaser" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his heirs, executors, administrators and permitted assigns) of the Third Part :

**WHEREAS:**

- (a) At all times material the Owner as the administrator of the estate of the late Eduljee Framroze Dinshaw has been the Owner in respect of large tracts of land including the land situate at off General Arunkumar Vaidya Marg, Dindoshi, Malad (East), Brihanmumbai bearing CTS No. 827A/1A out of Survey No.239 (part) of Village Malad (East), Taluka Borivili, Mumbai Suburban District. The said land bearing CTS No. 827A/1A is hereinafter referred to as "the said larger property".
- (b) The development rights in respect of the said larger property (shown bounded/verged blue on the Plan Annexure 'A') are held by the Builders (Ferani Hotels Private Limited) as the Project Co-Ordinator under the powers granted to it by the Owner under an Agreement dated 2<sup>nd</sup> January, 1995; the Builders are developing and/ or is to develop the said larger property as a layout area (hereinafter referred to as "the said layout land") either directly or through its associate companies or divisions or nominees the portion/s (which portion/s shall be designated with segment numbers) of the said larger property by constructing building/s thereon in a phased manner. The development of the said larger Property is to be currently treated as one single plot/holding with the concept of layout of various buildings/structures, multi storied buildings, internal roads, services etc. thereon and does not presently contemplate sub-division of the said larger Property; however the portion/s of land designated as segment/s on the said larger Property and/or any portion of such segment/s may be sub-divided in future by the Builders as it may decide in that behalf. .
- (c) The Builders are in possession of and are developing the land shown bounded/ verged orange on the Plan Annexure 'A' hereto annexed and is designated as and hereinafter referred to as

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- (d) The layout in respect of segment-2 is approved by the Municipal Corporation of Greater Mumbai/ Brihanmumbai Municipal Corporation (BMC). It is presently proposed to construct multi-storied buildings on the said segment-2 the Raheja Residency Buildings comprising of Building 'D', Building 'E', Building 'F', Building 'G' and Building 'H' (hereinafter referred to as "the said Raheja Residency Buildings"); The Builders will construct the said Raheja Residency Buildings i.e. Buildings D, E, F, G and H on segment-2 and shall construct other building/s /structures on the other segments of the said larger property by utilising Floor Space Index (FSI) of the said larger property, D.P. Road FSI, fungible compensatory FSI as also FSI of other properties as may be obtained by way of Transfer of Development Rights (TDR) and any additional FSI, premium FSI, increase in FSI [such FSI is hereinafter referred to as "TDR FSI"] and any additional areas as permissible (now and hereafter) by BMC as detailed in clause 19 of this Agreement. The Builders have obtained Occupation Certificate and Building Completion Certificate in respect of Building 'D', 'E', 'F', 'G' and 'H'. Each of the said Raheja Residency Buildings i.e. Buildings D, E, F, G and H on segment-2 is to be an independent structure with its own foundation and having a separate entrance to the building, separate staircase and separate lifts etc.; however, one or two faces/sides of some of the said Raheja Residency Buildings i.e. Buildings D, E, F, G and H on segment-2 may be connected with slab to the face/ side of the adjoining building/s as shown in the said Plan Annexure 'A'.
- (e) The location of the said Raheja Residency Buildings (other than Building "H") shown on the said Plan Annexure 'A' hereto is merely indicative and the Builders may at any time as required by the BMC and/or in their absolute discretion change the dimensions and/or the locations of all or any of the said Raheja Residency Buildings (other than Building 'H');
- (f) The development of segment-2 as at present planned by the Builders further contemplates construction interalia of a basement on a substantial portion of segment-2 with connecting ramps and access to the basement. The Builders have accordingly constructed the basement on a substantial portion of segment-2. The basement under Building F, G and H is having interalia provisions for parking spaces (and the right to use of such parking spaces shall be given by the Builders entirely at their discretion to some of the flat purchaser/s of the Buildings F, G and H of the said Raheja Residency Buildings) and for passage of service lines and other infrastructure for the said Raheja Residency Building/s i.e. Buildings D, E, F, G and H on segment-2 constructed/ to be constructed and for the other Building/s in adjoining segments and other development to be carried out by the Builders. The area above the basement level is also having interalia provisions for parking spaces i.e. (i) the parking spaces covered with polycarbonate sheet of which right to use shall be given by the Builders entirely at their discretion to some of the flat purchaser/s of the Buildings D, E, F, G and H i.e. the said Raheja Residency Buildings; out of total parking spaces covered with polycarbonate sheet, three parking spaces covered with polycarbonate sheet are meant for visitors/guests car parking and (ii) the open parking spaces above the basement level are for the car parking/s of visitors/guests of the said Raheja Residency Buildings i.e. Buildings D, E, F, G and H on segment-2. The foundation columns of the Buildings F, G & H being constructed/to be constructed are/to be taken out through the basement level and the said Buildings F, G and H shall have still at the ground floor level above the basement. The Buildings D & E are not connected to or by the basement;
- (g) The Builders will/is develop/developing segment-2 as a part of the said layout land (with such

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- (h) The Building Complex in segment-2 is to be known as **"RAHEJA RESIDENCY"** and the said name shall not be changed at any time by the Purchaser, Co-operative Society, Limited Company, Organisation etc. without the prior written consent of the Builders.
- (i) The Purchaser has represented to the Builders that neither the Purchaser nor his/her/their family member/s (i.e. spouse and/or minor children) own a tenement, house or building within the limits of Greater Mumbai and that he/she/they/it shall not sell and/or transfer the flat hereby agreed to be purchased by him/her/them/it for a period of two years from the date the Purchaser takes possession of such flat and is aware that the said representations are the basis on which the Builders have agreed to sell the said Premises to the Purchaser.
- (j) Upon assurance and representations of the Purchaser that he/she/it/they shall strictly abide by the covenants contained in this Agreement, the Builders in good faith believing all the representations of the Purchaser to be true and at the request of the Purchaser, the Builders have agreed to sell to the Purchaser on what is known as ownership basis a constructed flat being Flat No.1902 on the 19<sup>th</sup> floor of Building H (herein referred to as **"the said Premises"**) and the Purchaser has agreed to purchase and acquire the said Premises from the Builders for the consideration and subject to the terms and conditions herein contained. The rights of the Purchaser under this Agreement are (unless otherwise stated) restricted to the said Premises. Occupation Certificate and Building Completion Certificate in respect of the Building H are obtained by the Builders.
- (k) The carpet area of the said Premises is **62.89 sq.mtrs.** and **"Carpet Area"** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Apartment for exclusive use of the allottee or verandah area and exclusive open terrace area appurtenant to the Apartment for exclusive use of the allottee, but includes the area covered by the internal partition walls of the Apartment.
- (l) The Purchaser has demanded from the Builders and the Builders have given inspection to the Purchaser and the Purchaser has scrutinized/verified the sanctioned layout plan of the said Building 'H' and all other sanctions, authorizations, consents, no objection, permissions and approvals issued by the appropriate authorities and of the plans and specifications in respect of Building H including Occupation Certificate and Building Completion Certificate in respect of the said Building H, documents of title relating to the said larger property and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 ('MOFA') and Real Estate (Regulation and Development) Act 2016 ('RERA') and the Rules and Regulations made thereunder (hereinafter collectively referred to as **"the said Act"**).
- (m) The Purchaser is aware that the Owner has filed a Suit being Suit No. 1628 of 2008 in the Bombay High Court inter-alia in respect of the said larger property against the Builders and the Attorneys referred to in the said Agreement dated 2<sup>nd</sup> January, 1995 which is pending. The Purchaser is also aware that a petition with regard to the administrator of the Estate of the Late Mr. Eduljee Framroze Dinshaw is pending in the High Court. There are no injunctive reliefs operating against either of the parties as of the date hereof with regard to the contentions raised in the aforesaid proceedings, which are the subject matter of the said proceedings.
- (n) The Purchaser declares that it has decided/ agreed for purchase of the said Premises after satisfying itself about the title of the said segment-2 and development thereof after due

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- (o) The Builders have informed to the Purchaser and the Purchaser is aware that since the Builders have obtained Occupation Certificate and Building Completion Certificate in respect of the said Building H, the Builders are not required to register the said Building H with Real Estate Regulatory Authority.
- (p) The Purchaser confirms that the Purchaser has visited and inspected the said larger property including segment-2 and has fully familiarized himself/herself/itself/themselves with the development of the segment-2 as well as the said larger property and has obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises.
- (q) Copies of the floor plan of the said Premises agreed to be purchased by the Purchaser, the Property Register Card/s in respect of the said larger property bearing CTS No. 627A/1A of which segment-2 forms a part and the Certificate of Title dated 4<sup>th</sup> February 2023 issued by the Advocate for the Builders in respect of the said larger property are hereto annexed and marked as ANNEXURES B, C and D respectively.
- (r) The said Premises are being agreed to be purchased by the Purchaser on the terms and conditions set out in these presents with full notice of the said Agreement dated 2<sup>nd</sup> January, 1995 between the Owner and Builders.
- (s) This Agreement is being executed by the Owner and the Builders on principal to principal basis as independent contracting parties and the Owner agrees to implement the obligations of the Owner contained in this Agreement in respect of the interest of the Owner interalia in segment-2.
- (t) The Builders (as the owner of the Building H) and the Owner (as the owner of the land designated as segment-2 herein) have entered into agreements with several persons and parties prior heretofore relating to flats, units, portions, areas, parking spaces, terraces and/or other premises and/or spaces in the said Raheja Residency Building H and segment-2 (herein referred to as "the said flats/areas") and will be entering into separate agreements with other persons and parties for sale in respect of the other flats, units, portions, areas, terraces and/or other premises and/or spaces interalia and/or giving of rights or permissions to use (temporary or permanent) parking spaces, in the said Raheja Residency Buildings and segment-2 other than those mentioned in Annexure E to this Agreement.
- (u) The Purchaser has/have carefully read and understood the contents and meanings of each of the recitals and clauses of this Agreement, alongwith all documents, inspection and copies of which have been provided by the Builders to the Purchaser. After fully understanding the terms and conditions thereof, the Purchaser has/have agreed to enter into this Agreement.
- (v) Under Section 13 of the RERA, the Builders are required to execute a written Agreement for Sale of the said Premises with the Purchaser, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

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

- 1) The Builders have constructed Building H as shown shaded red on the plan Annexure 'A' hereto on a portion of segment-2 as a part of the layout of segment-2. Building H comprises of stilt (partly meant for parking and partly for common services) on the ground floor level above the basement and residential flats from the first floor onwards to twenty upper floors (hereinafter

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The recitals mentioned hereinabove, Schedules hereunder and Annexures hereto shall form an integral and operative part of this Agreement and shall be construed and interpreted accordingly.

- 2) The Purchaser hereby irrevocably agrees and gives his/her/their/its express consent, for himself/herself/themselves/itself and on behalf of the Co-operative Society/ Limited Company/ Organization/ Association to be formed of the purchasers of flats and other premises in Building H (hereinafter referred to as "the said Organisation") and/or the Co-operative Societies/ Limited Companies/ Organisations/ Associations to be formed of the purchasers of flats and other premises in Building H, the said Raheja Residency Buildings, segment-2 and/or the purchasers of flats, units and other premises of the other buildings and structures in the said larger property (hereinafter referred to as "the Organisations") and/or any Federation that may be formed of the Organisations of the said Raheja Residency Buildings and/or Buildings in segment-2 and/or Buildings in the said larger property (hereinafter referred to as "the Federation") that irrespective of (i) the Builders handing over possession of Building H to the purchasers and/or (ii) the formation of the aforesaid Organisation/s and Federation and/or (iii) execution of Conveyance/ transfer of title of the said larger property/segment-2 as mentioned herein, the Builders shall have irrevocable right to and will be entitled to complete the construction of the said Raheja Residency Buildings i.e. Buildings D, E, F, G and H on segment-2 as envisaged herein and also to such additional construction by way of (i) additional flats in and/or additional floors on the said Raheja Residency Buildings i.e. Buildings D, E, F, G and H on segment-2 and/or (ii) construction of flats at the ground floor level of the other Buildings of the said Raheja Residency Buildings i.e. Buildings D, E, F, G and H on segment-2, and construction of flats at the ground floor level above the basement for Buildings F, G and H, as the case may be, instead of open area of stilts and/or (iii) additional wing/s to the said Raheja Residency Buildings i.e. Buildings D, E, F, G and H on segment-2 and/or (iv) additional buildings in segment-2/said larger property and/or (v) parking spaces and garages on segment-2/said larger property, according to the plans permissible by BMC, on account of floor space index/ floor area ratio (FSI) and/or TDR FSI, fungible FSI, fungible areas, FSI free areas, premium FSI, increase in FSI, additional FSI in the locality in which segment-2/said larger property is located is increased and/or on account of any FSI originating from segment-2/said larger property and/or on account of portions thereof being under D P Road/ set back and/or on account of any change and/or alteration in the method of computation of FSI and/or due to any FSI and/or TDR FSI, fungible FSI, fungible areas, FSI free areas, premium FSI, increase in FSI potential remaining unutilized on segment-2/said larger property and any additional FSI and/or TDR FSI, fungible FSI, fungible areas, FSI free areas, premium FSI, increase in FSI and/or other benefits arising out of segment-2/said larger property as per the Development Control Rules/DCPR 2034 (as amended from time to time) and/or on account of variation/ amendment of the building plans of any of the said Raheja Residency Buildings i.e. Buildings D, E, F, G and H on segment-2 and/or the existing layout of segment-2/ said larger Property. The Purchaser hereby irrevocably consent that the Builders will therefore be entitled to utilize all FSI and/or TDR FSI, fungible FSI, fungible areas, FSI free areas, premium FSI, increase in FSI, additional FSI in the construction of the Building/s on the said larger Property and shall carry out amendments, alterations, modifications, changes and/or variations in the building plans of the said Raheja Residency Buildings i.e. Buildings D, E, F, G and H on segment-2 and/or other Buildings on the said larger Property and/or in the elevation of Building/s and/or design including any changes in the location (i.e. to relocate), dimensions and extent of

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construction work as contemplated aforesaid. The aforesaid rights of the Builders is an integral part of this Agreement for the sale of the said Premises to the Purchaser and the Purchaser shall not in any manner object or interfere with the said rights of the Builders and this consent shall be considered to be the Purchaser's consent including contemplated by Section 7(1)(i), (ii) of the Maharashtra Ownership Flats Act, 1963 without any further or other consent or concurrence in future and this consent and confirmation shall be treated as an irrevocable no objection (NOC) consent/ permission given by the Purchaser. However, in any event the total area of the said Premises shall not be reduced (including the overall area of the recreation areas/gardens (RG) are not reduced/decreased) due to such variation, amendment, modification, change and/or alteration and the specifications, amenities, fixtures and fittings thereof as mentioned in the Second Schedule hereunder written shall not be down graded and the rights of the Purchaser will be limited to the said Premises, unless otherwise stated in this Agreement. It is expressly agreed by the parties that the additional construction that may be constructed by the Builders shall be the sole property of the Builders and that the Builders are and will be entitled to allot and/or sell and transfer on ownership basis or otherwise and for their own benefit the additional construction that may be constructed by them as aforesaid without any rebate to the Purchaser and the Purchaser hereby irrevocably confirm that the Purchaser shall not claim any rebate or any other advantage from the Builders for the purposes aforesaid. The Purchaser hereby agrees to give all facilities and co-operation as the Builders may require from time to time, both prior to and after the possession of the said Premises has been given to the Purchaser and/or Conveyance/ transfer of title of the said larger property, so as to enable the Builders to complete the development of the said segment-2 smoothly and in the manner determined by the Builders. The Builders shall always be entitled to and are hereby authorised to sign declarations, undertakings and indemnities on behalf of the Purchaser as required by the State, Central Government, BMC, any Authority under them and/or Competent Authorities under any law concerning construction of Buildings and/or development of segment-2.

- 3) The Builders have informed the Purchaser and the Purchaser is aware and hereby expressly agrees that the Builders propose and are entitled to develop segment-2 as a part of the said layout land by carrying out construction thereon of the said Raheja Residency Buildings i.e. Buildings D, E, F, G and H on segment-2 and the basement as stated herein as also all further and additional buildings in a phased manner to be determined by the Builders in their absolute discretion from time to time in segment-2 as well as the said larger property. The Purchaser hereby irrevocably agrees and accords his/her/their/its express consent that the Purchaser shall not raise any objection or cause any hindrance in the said development and construction by the Builders whether on grounds of noise or air pollution, change in layout, change in access, change in amenities/ facilities, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the said Premises or any other part of Building H or segment-2 is adversely affected or likely to be affected by such construction and shall not directly or indirectly do anything to prevent the Builders to carry out construction activities on segment-2.
- 4) The flats in Building H contain fixtures, fittings and amenities as per particulars given in the Second Schedule hereunder written. The Purchaser has/have satisfied himself/ herself/ themselves/ itself about the specifications and amenities in the said Premises.
- 5) The Purchaser is aware that the said Premises is an independent premises and the use of the said Premises shall only be for the purposes of a private residence.

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from or in the said Premises without prior written consent of the Builders. The Purchaser hereby agrees, confirms and covenants with the Builders that the Purchaser shall not change the user of the said Premises and/or make any additions and alterations (including structural alterations) and/or construct any additional structures, mezzanine floors whether temporary or permanent in the said Premises. Failure to comply with the provisions of this clause will render this Agreement liable to be terminated by the Builders.

- 6) The Builders shall sell to the Purchaser and the Purchaser shall acquire from the Builders, the said Premises viz, a constructed flat being Flat No.1902 on the 19<sup>th</sup> floor of Building H as shown bounded and hatched red on the floor plan thereof hereto annexed and marked Annexure 'B') for the purchase price of **Rs.2,29,00,000/- (Rupees Two Crores Twenty Nine Lakhs Only)** and the said Flat is more particularly described in the Fourth Schedule hereunder written. The Carpet area of the said Premises is **62.89** square metres (RERA). The said Premises is having the area of balconies of **4.92** square metres exclusive for the use of the said Premises and the same is shown bounded and hatched blue on the said floor plan Annexure 'B' hereto.
- 7) The Purchaser acknowledges and agrees that the carpet area of the said Premises is **62.89** sq. mtrs. The Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). The Carpet area is subject to tolerance of +/-3 percent on account of structural, design and construction variances. In case of any dispute on the measurement of the carpet area, the same shall be physically measured after removing all finishes upto plaster surface that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Purchaser who has raised the dispute in relation to the measurement of the carpet area. The Builders and the Purchaser agree that the area statement issued by the Architect of the Builders with regard to said Premises shall be final and binding on the parties hereto.
- 8) The common areas and facilities and the limited common areas and facilities for Building H/ the said Premises, the percentage of the undivided interest of the said Premises in the common areas and facilities of Building H and the percentage of the undivided interest of the said Premises in the limited common areas and facilities are as per the particulars thereof as given in the Annexure hereto annexed and marked ANNEXURE "E". The aforesaid percentages are tentative and liable to be increased or decreased in the event of there being changes in the Building plans hereafter. The Purchaser hereby expressly consents to such increase or decrease, if any, in the said share and hereby irrevocably and expressly authorises the Builders to so increase or decrease the said share of the said Premises in the said common areas and facilities and limited common areas and facilities of Building H and/or segment-2 and hereby irrevocably agrees to accept the said share as changed as aforesaid.
- 9(A) The Purchaser shall pay to the Builders and the Owner the aggregate sum of **Rs.2,29,00,000/- (Rupees Two Crores Twenty Nine Lakhs Only)** as the composite purchase price in respect of the said Premises. The aforesaid composite purchase price is made up of two components, namely:-
- (i) **Rs.2,01,52,000/- (Rupees Two Crores One Lakh Fifty Two Thousand Only)** being the portion of the said purchase price (i.e.88%) receivable by the Builders directly from the Purchaser and to belong to the Builders.
  - (ii) **Rs.27,48,000/- (Rupees Twenty Seven Lakhs Forty Eight Thousand Only)** being the portion of the said purchase price (i.e.12%) receivable by the Owner directly from the

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9(B) The Purchaser hereby agrees to pay, and shall pay, the said purchase price (comprising of the aforesaid two components) to the Builders and the Owner as mentioned hereunder :-

(a) An amount of **Rs.45,80,000/- (Rupees Forty Five Lakhs Eighty Thousand Only)** (i.e. 20% of the purchase price) to be paid by the Purchaser by way of earnest money.

**Rs.32,38,384/- (Rupees Thirty Two Lakhs Thirty Eight Thousand Three Hundred Eighty Four Only)** (i.e. 14.14% approx. of the purchase price) has been paid by the Purchaser viz.

(i) An amount of **Rs.27,43,000/- (Rupees Twenty Seven Lakhs Forty Eight Thousand Only)** i.e. 12% of the total/entire share of the Owner in the said Purchase Price as stated hereinabove and the said amount is subject to deduction of appropriate TDS as applicable in law.

| (ii) 2.14% approx. - towards share of the Builders in the said Purchase Price | 1% deductible from said share as TDS | Net Amount payable to the Builders |
|---|--------------------------------------|------------------------------------|
| Rs.4,99,384/-   | Rs.4,994/-                           | Rs.4,95,480/-                      |

(iii) **Rs.13,41,616/- (Rupees Thirteen Lakhs Forty One Thousand Six Hundred Sixteen Only)** being the balance earnest money shall be paid by the Purchaser to the Builders viz:

| 5.88% approx. - towards share of the Builders in the said Purchase Price payable on or before 25.07.2024 | 1% deductible as TDS | Net Amount payable to the Builders |
|--|----------------------|------------------------------------|
| Rs.13,41,616/-   | Rs.13,416/-          | Rs.13,28,200/-                     |

(b) The balance purchase price of **Rs.1,83,20,000/- (Rupees One Crore Eighty Three Lakhs Twenty Thousand Only)** shall be paid by the Purchaser to the Builders as under:

| Due Date of Installment | Total Amount of installment | 1% deductible as TDS | Net amount payable to the Builders |
|-------------------------|-----------------------------|----------------------|------------------------------------|
| On or before 25.07.2024 | Rs.1,83,20,000/-            | Rs.1,83,200/-        | Rs.1,81,36,800/-                   |

In view of the composite purchase price in respect of the said Premises being more than Rs.50,00,000/- and in view of the insertion of Section 194-IA in the Income Tax Act, 1961 by Finance Act, 2013 the Purchaser shall deduct appropriate TDS as applicable in law (hereinafter referred to as "TDS/Tax Deducted at Source") from each sum (installment) to be paid by him/her/them/it to the Builders and the Owner towards the said composite purchase price and (i) pay the said amount so deducted into the Government Treasury prior to making payment to the Builders and the Owner and furnish to the Builders the certificate/proof of payment of the deducted sum at or prior to making the balance payment of the said sum to the Builders and the Owner or (ii) handover to the Builders a cheque/pay order of the said amount to be deducted from the sum to be paid to the Builders and the Owner as aforesaid, drawn in favour of the concerned Income Tax Authority together with the cheque/pay order for the balance amount of the said sum, to enable the Builders to deposit the said cheque/pay order with the concerned authority on behalf of the Purchaser, as per the instructions of the Builders.

9(C) It is specifically agreed that the apportionment of the proportionate price of common amenities and facilities is notional and the said composite purchase price is not subject to change even if the percentage of undivided share relative to the said Premises in the common areas and facilities and/or limited common areas and facilities increases or decreases, the intent of the parties being that the said Premises are being sold to and purchased by the Purchaser with all



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- 9 (D) The Purchaser has/have issued post dated cheque/s towards the balance earnest money of **Rs.13,28,200/- (Rupees Thirteen Lakhs Twenty Eight Thousand Two Hundred Only)** and balance purchase price of **Rs.1,81,36,800/- (Rupees One Crore Eighty One Lakhs Thirty Six Thousand Eight Hundred Only)** aggregating to **Rs.1,94,65,000/- (Rupees One Crore Ninety Four Lakhs Sixty Five Thousand Only)** after deducting TDS as mentioned in clause 9(B)(a)(ii) and 9(B)(b) with an assurances to the Builders that the Purchaser shall honour the aforesaid post dated cheque/s on their presentation to the Bank by the Builders. In the event the Purchaser avails housing loan from Bank/Financial Institution, then the Purchaser shall ensure that such Bank/Financial Institution releases the aforesaid amount of **Rs.1,94,65,000/- (Rupees One Crore Ninety Four Lakhs Sixty Five Thousand Only)** to the Builders prior to the due date of the post dated cheques and the Builders shall upon receipt of such payment return the post dated cheque/s to the Purchaser.
- 9 (E) It is agreed between the Builders and the Purchaser that the Purchaser is and shall be liable to bear and pay Goods and Services Tax (GST), interest and penalty thereon (if any) as applicable from time to time and payable in respect of the transaction of sale of the said Premises between the Builders and the Purchaser under this Agreement; the Purchaser hereby agrees to pay GST (interest and penalty, if any,) on the said purchase price and on other amounts paid/payable by the Purchaser under this Agreement as demanded by the authorities and/or the Builders.
- 9(F) The said Consideration excludes all taxes and other expenses such as cess, works contract tax, Goods and Services Tax ("GST"), Value Added Tax, service tax, stamp duty and registration fees, any other similar charges, taxes and levies, interest, penalties etc. which any government or local authority may levy from time to time upto the date of delivery of possession of the said Premises in connection with the construction and development of the said segment-2/the said larger property including Building H and delivery of possession of the said Premises to the Purchaser in terms hereof. The Purchaser agrees that all such taxes, levies, charges, expenses, interest, penalties shall be paid by the Purchaser and expressly undertakes to pay the same as and when the same become payable or are demanded by the Builders in terms of this Agreement.
- 9(G) The said Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to competent authority, local bodies /government 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 Builders undertake and agree that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities/competent authority, local bodies/ government etc., the Builders shall enclose a copy of such notification, order, rule, regulation published/issued in relation to such levy along with the demand letter being issued to the Purchaser.
- 9(H) All amounts payable by the Purchaser under this Agreement shall be paid by the Purchaser along with applicable service tax, VAT, GST and such other taxes, cesses, charges, interest, penalties etc. as may be levied by Government or any other authority from time to time along with each installment on due date or within 15 days from the date of the written intimation for such payment issued by the Builders to the Purchaser calling upon the Purchaser to make the payment. Payment of every installment as aforesaid in time is the essence of this Agreement.
- 9(I) The Purchaser authorizes the Builders to adjust/appropriate as the Builders may in its sole

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- 9(J) The Builders shall have a charge/lien over the said Premises against the amount due and payable by the Purchaser to the Builders towards the balance Consideration, VAT, Service tax, GST and/or any other tax, levies, duty, cess, surcharge, premium, interest, penalties etc. relating to this sale transaction. It is further agreed that the charge of the Builders over the said Premises shall be prior and superior to the charge created by the Purchaser over the said Premises in favour of any Bank/Financial Institution for availing any housing loan as stated herein.
- 10) In the event of the Purchaser defaulting in making payment of the said purchase price or any installments thereof on the due dates, the Builders shall without prejudice to the rights of the Builders under this Agreement and/or in law charge the Purchaser compensation on the defaulted installments at the agreed interest rate during and for the period for which the payment is delayed; the term "Agreed Interest Rate and/or Interest " wherever the same appears in this Agreement shall be deemed to be a reference to the interest rate as mentioned in Rule 18 of the RERA Rules which reads as "the rate of interest payable by the Builders to the Purchaser or by the Purchaser to the Builders, as the case may be, shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent". Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rate which the State Bank of India may fix from time to time for lending to the general public; the said amount is hereinafter referred to as 'the compensation payable by the Purchaser'.
- 11A) In the event of the Purchaser making default in payment of three installment/s of the said purchase price and/or any other payments including outgoings under this Agreement on their due dates and/or in observing and performing any of the terms and conditions of this Agreement the Builders shall be entitled to make time for payment the essence of contract and in the event of the default continuing in spite of 15 days notice to be sent by the Builders to the Purchaser, the Builders will be at liberty to terminate this Agreement; and an amount of upto 20% of the said purchase price shall be liable to be forfeited (as liquidated damages) in the event of this Agreement standing terminated by the Builders. The Builders will be entitled upon such termination of this Agreement to sell and/or dispose of the said Premises in favour of any third party or person as the Builders may deem fit at such price and on such terms as the Builders may deem fit and the Purchaser herein will have no right to question or object to or obstruct or interfere with such sale/disposal of the said Premises by the Builders or the price for which the said Premises are sold (i.e. "the said resale price") or to claim any amount therefrom from the Builders and/or the Owner save as provided herein. In the event of the Builders invoking the provision for forfeiture it shall be at the entire discretion of the Builders to determine the amount that shall stand forfeited provided however that such amount shall not exceed 20% of the said purchase price; the amount as may be so determined by the Builders is hereinafter referred to as 'the forfeiture amount'. 88% of the forfeiture amount shall be deemed to be forfeited by the Builders and the balance 12% shall be deemed to be forfeited by the Owner.
- 11B)(i) It is agreed that the amounts as specified in sub-clauses (a) and (b) hereunder shall be tendered to the Purchaser towards refund within a period of 30 days of termination of this Agreement if this Agreement is not registered and if this Agreement is registered, then simultaneously on the execution and registration of a Deed of Cancellation recording termination /cancellation of this Agreement..
- (a) By the Builders: such amounts as may have been paid by the Purchaser to the Builders in

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due and payable by the Purchaser in respect of the said Premises upto the date of termination of this Agreement in the event the Purchaser has not paid the same as per the provisions hereunder, (iv) the amount of interest payable by the Purchaser to the Builders in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid, against the Purchaser indemnifying the Builders that the Purchaser has not created any right of whatsoever nature in favour of any third party in respect of the said Premises and,

- (b) By or on behalf of the Owner: such amounts as may have been paid by the Purchaser to the Owner in payment of the said purchase price after deducting therefrom 12% of the forfeiture amount, if any,
- (c) The Purchaser confirms, i.e. the above stated liquidated damages constitutes a reasonable, genuine and agreed pre-estimated loss that will be caused to the Builders and the Purchaser shall not at any time hereafter raise objections or dispute the same. In case if this Agreement is registered then upon such termination, the Builders shall, simultaneously on execution and registration of a Deed of Cancellation between the Builders and the Purchaser recording termination of this Agreement, refund the balance amount to the Purchaser after making deductions as mentioned above. The Purchaser agrees and undertakes that the draft of such Deed of Cancellation to be executed between the Purchaser and the Builders shall be prepared by the Builders. The Builders may refund the balance amount to the Purchaser (after making deductions as mentioned above) either by way of cheque or through RTGS. The Purchaser agrees that the dispatch of the said refund (after deductions as mentioned above) by way of cheque by the Builders to the Purchaser by Registered Post Acknowledgement Due, at the address provided by the Purchaser in this Agreement, irrespective of whether or not the Purchaser accepts/encashes the cheque/s, will amount to receipt of refund by the Purchaser. In case if the Purchaser fails to come forward for execution and registration of the said Deed of Cancellation, within a period of 15 days from the date of notice issued by the Builders to the Purchaser in that behalf, then in that event, the Builders shall be entitled to sell/dispose off the said Premises in favour of any third party or person as the Builders may decide at such price and on such terms as the Builders may deem fit. The balance amount (after making deductions as mentioned hereinabove) that has to be refunded by the Builders to the Purchaser, shall be kept by the Builders in Fixed Deposit on monthly basis with any nationalized/schedule banks and the said fixed deposit amount shall be refunded together with the interest accrued thereon till then to the Purchaser simultaneously on the Purchaser registering the said Deed of Cancellation.
- 11B)(ii) The Builders and/or the Owner shall not be liable to refund any amounts paid by the Purchaser towards TDS, GST and/or any other taxes, cess, dues, duties, imposition, premium, surcharge, fees, levies or any other charges levied by state and/or central government (hereinafter collectively referred to as "the said taxes") on the purchase price and on other amounts specified herein or to pay to the Purchaser any interest, compensation, damages, costs and/or otherwise including the amount of stamp duty and registration charges paid on this Agreement. The said amounts shall be accepted by the Purchaser in full satisfaction of all his/her/their/its claim under this Agreement and/or in or to the said Premises.
- 11C) The Purchaser hereby further expressly agrees that if the Purchaser has availed loan in respect of the said Premises and mortgaged the said Premises with Banks/ Financial Institutions (which is to be subject to issuance by the Builders of a No-Objection letter in favour of such

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receipt along with this Agreement to the Builders in order to enable the Builders to hand over the same on behalf of the Purchaser to the concerned Banks/Financial Institutions. The Purchaser hereby further expressly agrees to comply with and observe all the terms and conditions of Loan Agreements, writings, documents etc. in that behalf. It shall be the responsibility of the Purchaser to inform the Organisation of the flat purchasers of Building H as and when formed about the lien/charge of such Banks/ Financial Institutions and the Builders shall not be liable or responsible for the same in any manner whatsoever. The Purchaser shall indemnify and keep indemnified the Builders and its successors and assigns and the Owner from and against all claims, costs, charges, expenses, damages and losses which the Builders and its successors and assigns and/or the Owner may suffer or incur by reason of any action that such Banks/ Financial Institutions may initiate for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the said Premises. The Purchaser hereby agrees and undertakes that the Builders shall have first lien / charge on the said Premises towards all the claims, costs, charges, expenses, losses etc. of the Builders and the Purchaser further undertakes to reimburse to the Builders all and any of the aforesaid amounts with interest thereon forthwith on demand by the Builders without any delay, default or demur.

- 12(a) The said Premises are ready for habitation and possession of the said premises shall be delivered by the Builders to the Purchaser during the period commencing from August 2024 and ending on **September 2024**, as mutually agreed between the Builders and the Purchaser, subject to what is mentioned herein and subject to the Builders and the Owner having received the said purchase price and other monies as mentioned herein from the Purchaser and not otherwise.
- (b) The Builders and/or the Owner shall not incur any liability and shall be entitled to reasonable extension of time to deliver possession of the said Premises if the inability to deliver possession is occasioned by force, majeure reasons viz. war, flood, drought, fire, cyclone, earthquake, civil commotion, pandemic, government action, national or international happenings, or by reason of any act of God or if non-delivery of possession is as a result of any notice, order, rule or notification of the Government and/or any other public or Competent Authority or of the court or delayed receipt of payment from the flat, unit and premises purchasers or for any other reason beyond the control of the Builders affecting the regular development and in any of the aforesaid events the said period/date shall stand extended and the Builders shall be entitled to such extensions of time for delivery of possession of the said Premises including as specified in the said Act.
- (c) If for any reason the Builders are unable or fail to give possession of the said Premises to the Purchaser within the periods specified in the preceding sub-clauses, whichever is later, then and in such case the Purchaser shall, subject to the Purchaser having strictly complied with his/her/their/its obligations under this Agreement including making payments as specified herein, be entitled to give notice to the Builders for refund of the amount already paid by the Purchaser to the Builders under this Agreement in respect of the said Premises. In the event that the Purchaser gives such notice to the Builders and the Builders fail to hand over possession of the said Premises within sixty days of receipt thereof this Agreement shall stand terminated and neither party shall have any right or claim against the other under or in relation to this Agreement or otherwise howsoever save as specifically stated herein and the Builders shall be at liberty to sell and dispose of the said Premises to any other person at any time.

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- (d) If this Agreement is registered then simultaneously on execution and registration of a Deed of Cancellation between the Builders and the Purchaser recording the termination of this Agreement, the Builders shall refund the amounts as stated hereinabove to the Purchaser. In case if the Purchaser fails to come forward for execution and registration of the said Deed of Cancellation, within a period of 15 days from the date of notice issued by the Builders to the Purchaser in that behalf, then in that event, the Builders shall be entitled to sell/dispose off the said Premises in favour of any third party or person as the Builders may decide at such price and on such terms as the Builders may deem fit. The balance amount (after making deductions as mentioned hereinabove) that has to be refunded by the Builders to the Purchaser, shall be kept by the Builders in Fixed Deposit on monthly basis with any nationalized/schedule banks and the said fixed deposit amount shall be refunded together with the interest accrued thereon till then to the Purchaser simultaneously on the Purchaser registering the said Deed of Cancellation.
- (e) The Purchaser shall after the termination of this Agreement as provided in this clause be refunded the respective amounts received by the Builders and the Owner from the Purchaser as earnest money and part payment as set out under this Agreement as well as interest on such amounts at the prevailing rate of State Bank of India highest Marginal Cost of Lending Rate plus two percent during and from the date of receipt till repayment. The Builders and the Owner, as the case may be, shall not be liable to refund to the Purchaser any amounts paid by the Purchaser towards the said taxes on the said purchase price including the amount of stamp duty and registration charges paid on this Agreement; the Purchaser shall not demand any refund of the said amounts from the Builders and the Owner. The Builders shall also pay to the Purchaser a sum of Rs.1,00,000/- (Rupees One Lakh Only) as agreed liquidated damages in respect of such termination and failure in giving possession provided that if the Builders are unable to give possession of the said Premises to the Purchaser as a result of any legislative order or regulation or direction of the Government or public authorities, the only responsibility and liability of the Builders will be to pay over to the Purchaser the proportionate amount determined by the Builders as being attributable to the said Premises out of the total sum that may be received by the Builders pursuant to such legislation, regulation or direction. The Builders shall tender the aforesaid amounts within a period of 30 days of termination of this Agreement if this Agreement is not registered and if this Agreement is registered, then simultaneously on the execution and registration of a Deed of Cancellation recording termination/cancellation of this Agreement and the Purchaser shall accept the aforesaid refund, interest and/or liquidated damages, as the case may be, in full satisfaction of all his/her/their/its claims under this Agreement or otherwise.
- 13(a) Upon the Purchaser being notified by the Builders that he/she/they/it should take possession of the said Premises the Purchaser shall within 15 days of such notice served individually or to be put up on the notice board or in any prominent place in Building H pay to the Builders and the Owner the respective amounts due and payable to them and the amounts mentioned in clause 23(a) including the said taxes and take possession of the said Premises by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement. The said amounts shall be payable whether the Purchaser takes possession of the said Premises or not; it being an essential and integral term and condition of this Agreement, and of the title to be created in respect of the said Premises in favour of the Purchaser, that until the Purchaser pays all the amounts due and payable under this Agreement to the Builders, the Owner and the Estate Manager as provided herein (and not otherwise) will the Purchaser have or be entitled to claim

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- 13(b) The Purchaser shall from the date of receipt of the notice as referred to in the sub-clause above be liable to bear and pay his/her/their/its proportionate monthly share of municipal property taxes, non-agricultural assessment charges, taxes, rate etc. outgoings such as maintenance of common lights, electricity charges, water charges, water lines, drains, roads, gardens, security, house keeping, elevators, sewerage treatment plant, insurance etc. in relation to the said Premises, Building H, and segment-2, as the case may be, and as Inter alia mentioned in clause 23(a) (i), (ii) and (iii) herein including towards the cost of maintenance, repairs, renovation and replacement of compound gates, common access/roads, pathways, ramps, basement, common walls in segment-2 and common staircase/s, passages, lift machine rooms, entrance halls, common pipes and other services, facilities, amenities etc. which are common only to Building H and/or which are common to Building H and some or all the other Buildings in segment-2 and/or as may be intimated by the Builders to the Purchaser in writing. The contributions in the case of services, facilities, amenities etc. common only to Building H shall be proportionate to the carpet area of the concerned flats, premises and the area of Building H and in the case of services, facilities, amenities etc. common to Building H and some or all of the other buildings in segment-2 shall be proportionate to the carpet area of the concerned building/s. The Purchaser shall also be liable to pay his/her/their/its proportionate monthly share of municipal property taxes, non-agricultural assessment charges, taxes, rates etc., outgoings towards auxiliary tank as well as the exclusive access road meant for the said auxiliary tank, recreation areas, gardens and other common amenities, facilities and services meant for all the Buildings in the said larger property. The carpet areas of only such of the flats, units, premises in respect of which intimation to take possession whereof has been given to the concerned purchaser by the Builders shall be taken into consideration while arriving at the proportionate contribution of the concerned purchaser in respect of the said Premises, Building H, segment-2.
- 13(c) The Purchaser shall not be entitled to be compensated for any loss and/or damage caused by force majeure, act of God, fire, riot, strike, earthquakes, terrorism, pandemic, government action, and/or due to any other cause to the said Premises after notice is given by the Builders to the Purchaser that he/she/they/it should take possession of the said Premises.
- 13(d) Upon possession of the said Premises being taken by the Purchaser, the Purchaser shall be entitled to the use and occupation of the said Premises and shall have no claim against the Builders and/or Owner in respect of any item of work in the said Premises which may be alleged as not having been carried out or completed by the Builders, (other than under Section 14(3) (RERA)) including damages caused due to alterations in the said Premises or other damages caused by the Purchaser.
- 13(e) In the event the Purchaser fails to take possession of the said Premises on the expiry of 15 (fifteen) days from date of issue of intimation by the Builders to the Purchaser to take possession of the said Premises as mentioned herein, the prescribed liability period as stipulated in RERA shall be deemed to have commenced from the date of expiry of 15 (fifteen) days from the date of issue of intimation by the Builders to the said Purchaser.
- 13(f) Since the Builders have obtained Occupation Certificate and Building Completion Certificate from the local authority in respect of the said Building/Premises, the Builders shall not be held responsible or liable in case of any addition and/or alteration to the said Premises including alterations in toilets, kitchen, or enclose of chajjas, windows, balconies or chisel or shifting of doors, walls etc. in the said Premises or damage the same to any

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Purchaser for any purpose whatsoever, any overloading on/off the said Building by the Purchaser, lack of maintenance by the Purchaser or Organisation, any event of force majeure, act of God, pandemic, government action, any natural calamity, abnormal fluctuations in the temperatures, abnormal heavy rains etc. or manmade occurrences which could not have been reasonably foreseeable by the Builders and the Builders could not have prevented them through employment of reasonable skill and care, and failure of the Purchaser to communicate to the concerned authorities about any deformities in the said Building in time. If any of such works are carried out, the defect liability automatically shall become void. Further, the Purchaser shall be liable for damages, if any, caused to occupants of adjoining flats/premises in Building H.

- 13(g) The Purchaser shall not carry out any alterations of whatsoever nature in the said Premises or in the fittings therein which may cause damage and/or deterioration of the said Premises/ the said Building and in particular it is hereby agreed that the Purchaser shall not make any alteration in any of the electrical fittings, fittings, pipes, water supply connections or any of the erection in the bathroom or kitchen as this may result in seepage of the water. If any of such works are carried out, the defect liability automatically shall become void. Further, the Purchaser shall be liable for damages, if any, caused to occupants of adjoining flats/Premises in Building H.
- 13(h) The Purchaser shall not damage take support of any RCC members like RCC columns, RCC beams or RCC slabs or make changes therein or affect the same in any manner whatsoever.
- 13(i) The Purchaser specifically agrees not to undertake any addition/alteration/modification inside or outside the said Premises. The Purchaser also agrees not to change/alter position of any signage. The Purchaser shall store/display his/her/its/their materials within the boundaries of the said Premises only.
- 13(j) The Purchaser further confirms that the Purchaser is aware that the Builders has identified the toilet and wet areas for the said Premises and the Purchaser agrees that he/she/it/they will not use any other area as toilet/wet area. In case if there is any seepage on account of the Purchaser directly or indirectly, then in that event the Purchaser undertakes to carry out the water proofing work in the toilet and wet areas with utmost care by a reputed contractor in accordance with highest professional standards. In the event the water proofing work is defective and results in damage, leakage or any other inconvenience or loss to other occupants of Building H and/or the Builders, the Purchaser agree/s to bear the entire loss incurred by such occupants and/or the Builders in that regard.
- 13(k)(i) For the purpose of having discipline in parking and harmony amongst the flat purchaser/s of the said Building H, the Builders have ensured that each flat in the said Building H should have use of a light vehicle parking space for nil consideration.
- (ii) It is accordingly agreed that the Purchaser is being given the right to use a covered parking space No. B0140 (as shown hatched red on the plan Annexure "B1" hereto alongwith the details thereon such as size, length, breadth & vertical clearance) in the basement under Building F, G & H for nil consideration. The said covered parking is hereinafter referred to as "the said parking space". The Purchaser hereby confirms that he/she/it/they shall not have a right to and/or claim or demand any additional car parking space from the Builders or the Society/Organisation (when formed). The Purchaser further agrees that in the event the Purchaser sells or transfers the said Premises or parts with his/her/their/its right, title and interest in respect of the said Premises or parts with his/her/their/its possession of the said Premises to any other person in any manner whatsoever then and in that event the Purchaser's right to use the said parking space shall cease

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- his/her/their/its interest or benefit in respect of the said parking space and/or part with possession of the said parking space to any other person in any manner contrary to what is aforesaid.
- (iii) The Builders shall also be entitled to give similar rights in respect of the (a) remaining covered parking spaces under the still of said Building H to the purchasers of flats in the said Building H (b) covered parking spaces in the basement under Building F, G & H to the purchasers of flats in the said Building F, G & H and (c) parking spaces above the basement level of Building F, G & H (i.e. enclosed / covered with polycarbonate sheet) to purchasers of flat in the said Building G, E, F, G & H, on permanent basis for Nil consideration or such consideration and on such terms & conditions as the Builders may decide entirely at their entire discretion from time to time and on their own account.
- (iv) The Purchaser hereby accepts the aforesaid understanding and shall not have any concern with regard to the Builders' right to give rights in respect of the parking spaces as aforesaid.
- 13(l) The Builders have informed the Purchaser and the Purchaser is aware that the right to use the said parking space is subject to the Purchaser covenanting to bear and pay his/her/their/its proportionate monthly share of outgoings and taxes including non-agricultural assessment charges, taxes, rate etc. in respect of the said parking space and not otherwise.
- 13(m) The Purchaser undertakes not to raise any objection with regard to exercise by the Builders of their entitlement to deal with the parking spaces as aforesaid at the discretion of the Builders; the rights of the Purchaser, if any, to raise any such objection shall be deemed to have been waived by him/her/it/them.
- 13(n) The Builders have informed the Purchaser and the Purchaser is aware that the (i) open parking spaces above the basement level of Building F, G & H and (ii) three parking spaces enclosed/covered with polycarbonate sheet designated as visitors/ guest's car parking by the Builders are for the car parking/s of visitors/guests of the said Raheja Residency Buildings i.e. Buildings D, E, F, G and H on segment-2.
- 13(o) The Purchaser hereby confirms that the Purchaser had, prior to the execution of this Agreement, conducted trial of parking his/her/their/its light vehicle in the said parking space to ascertain adequate maneuvering space as well as vertical clearance within the said parking space and after conducting the aforesaid trial, the Purchaser is satisfied with the said parking space having adequate maneuvering space as well as vertical clearance for parking his/her/their/its light vehicle. The Purchaser further undertakes not to raise any objection at any point of time with regard to inadequate maneuvering space as well as vertical clearance for parking his/her/their/its light vehicle within the said parking space.
- 14(a) 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 and/or the said Building H or any part thereof and/or the said segment-2 or any part thereof and/or the said larger property or any part thereof in favour of the Purchaser. The Purchaser shall have no claim save and except in respect of the said Premises agreed to be sold to him/her/them/it with the amenities therein agreed to be provided by the Builders as set out in the Second Schedule hereunder written which claim of the Purchaser is subject to the due performance of all obligations of the Purchaser as contained in this Agreement including payment of the consideration and other amounts payable by the Purchaser in terms of this Agreement.
- 14(b) All parking spaces, stilts, basement, ramps, gardens, lobbies, terraces and other premises



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Owner as herein stated and the rights of the persons to whom rights are given in respect of the parking spaces, portions, areas, stilts, basement, gardens, lobbies, terraces and other premises in segment-2.

- 14(c) The Builders alone have the unqualified and unfettered right to deal with, allot, transfer, grant rights in and/or sell on ownership basis premises mentioned in the preceding sub clauses or portion thereof to any persons of their choice for the exclusive use of the same by such persons whether or not such persons hold any flats or units in the said Building, the said Raheja Residency Buildings and/or the said segment-2. Further in the event of the Builders obtaining permission from the BMC for constructing one or more premises on the terrace/s of the said Raheja Residency Buildings (other than said Building H) then the Builders shall be entitled to dispose of such premises constructed/proposed to be constructed by them on the terrace/s together with the open terrace/s attached thereto to the persons at such rate and on such terms as the Builders may deem fit and the persons who purchase such premises shall then be entitled to exclusive possession of the said Premises and open terrace/s attached thereto as owners thereof provided that any transfer, sale or grant in respect of the terrace/s above the top floor of the said Raheja Residency Building (other than said Building H) shall be subject to the necessary means of access to be permitted for purposes such as to reach, maintain, repair and replace the water tank, lift room, common facilities, hoardings, displays and/or communication equipment etc. located on the terrace to the authorised representatives of the Builders and/or the concerned Organisation of the concerned Building.
- 14(d) The purchaser/s of the flats with attached terrace/s shall be entitled to the exclusive use of the terrace/s and shall keep the terrace/s open to sky and shall not enclose or cover the said terrace/s without the written permission of the Builders and/or the said Organisation, as the case may be and the BMC provided further that such covering if permitted shall be done in a manner as shall not obstruct the displays and communication equipment referred to in this Agreement. The purchasers of such terrace/s shall be admitted as members of the Organisation that may be formed by the purchasers of premises of the said Building.
- 14(e) It is hereby expressly agreed and provided that so long as it does not in any way prejudice the rights herein granted in favour of the Purchaser in respect of the said Premises, the Builders shall be at liberty to sell, assign, mortgage, create lien, transfer and/or otherwise deal with and/or dispose of their right, title and interest in the said Premises, Building H and/or the said Raheja Residency Buildings, segment-2 and/or portions thereof. Any mortgage or encumbrance so created by the Builders in respect of the said Premises, if any, will be cleared by the Builders before the Purchaser is put in possession of the said Premises.
- 15) Notwithstanding what is stated herein, nothing contained in this Agreement shall be construed so as to confer upon the Purchaser any right whatsoever in, to or over segment-2, Building H or any part thereof including the said Premises save as provided herein. It is agreed by and between the parties that such conferment shall take place on the transfer of title in respect of the said larger property and the Building/s thereon as hereinafter mentioned.
- 16) The Builders shall at all times be entitled to install the logos and/or name boards and/or to put up advertising boards/ hoardings etc. of the Builders and/or their Group of Companies and/or any other person/s with various devices (including electronic, laser and neon signs) (hereinafter collectively referred to as "the displays") and/or install cellular telecommunication relay stations, pager relay stations, antenna boosters and other equipments etc. (hereinafter collectively

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equipment are installed for commercial exploitation by other person/s (i.e. other than the Builders and their Group of Companies), then the Builders and/or the said other person/s shall pay to the Organisation an aggregate fixed fee of Rs.10,000/- per annum from the date he/she/it/they put up such displays and/or communication equipment. The Purchaser, Organisations and/or the Federation shall not be entitled to charge the Builders or the person/s who are given the said rights any other amount in respect of the same or otherwise save as mentioned herein and shall not change or remove the displays and other communication equipment so installed under any circumstances and shall also ensure that no damage is done to the same and/or cause any obstruction or hindrance in the operation and maintenance of the same. The Builders and/or the person/s to whom the Builders give the rights stated in this clause shall be entitled, notwithstanding what is stated elsewhere in this Agreement but subject to any agreement between the Builders and the said person/s, at all times at his/her/their/its cost and expenses to bring in and install, maintain, operate, repair, paint, alter and/or change the displays and the communication equipment and related supports and structures, as the case may be, and carry out civil and other works and to approach the concerned authorities/ bodies/service providers in his/her/their/its own right for the purpose of obtaining licences and other permissions and entitlements in his/her/their/its own name for exploiting the said rights as aforesaid and shall have full, free and complete right of way and means of access to the displays, the communication equipment and the said terraces and shall respectively bear and pay all the municipal property rates, non-agricultural assessment charges, taxes, rate etc. and taxes, licence fees, entitlement fees and other payments as may become payable to the concerned authorities/bodies/service providers as charges and/or licence fees for the purpose of exploiting the said rights and the Purchaser, Organisations and the Federation shall extend all necessary co-operation in respect of the aforesaid to the Builders and/or the person/s to whom the Builders have given the aforesaid rights. The Conveyance/transfer of title to be executed as hereinafter mentioned shall contain appropriate provisions in respect of the said rights. The Purchaser expressly consents to the same.

- 17(a) The Builders shall have a first lien and charge on the said Premises agreed to be acquired by the Purchaser in respect of any unpaid amount payable by the Purchaser under the terms and conditions of this Agreement. It is further agreed that the charge of the Builders over the said Premises shall be prior and superior to the charge created by the Purchaser over the said Premises in favour of any Bank/Financial Institution for availing any loan/housing loan as aforesaid.
- 17(b)(i) The Builders has made full and true disclosure of its title to the said larger property as well as the encumbrances, if any, known to the Builders. The Builders has also disclosed to the Purchaser the nature of its right, title and interest to the said larger property its right to develop the said larger property. The Builders has also provided inspection of all the title documents, permission and approvals in relation to the said larger property to the Purchaser as required by law. The Purchaser hereby acknowledges to have reviewed such title documents, permissions and approvals and confirms to have understood the contents thereof. The Purchaser has also independently investigated, checked and verified and confirmed the title of the Builders to the said larger property including the said segment-2 and is fully satisfied with the same. The Purchaser after having acquainted himself/ herself/themselves/itself with all the facts and right, title and interest of the Builders to the said segment-2, has/have agreed to enter into this

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that he/she/it/they shall abide by all the terms and conditions of this Agreement and is/are aware that only thereupon this written Agreement has been executed by the Builders.

- 18(a) The maintenance of Building H, the said Raheja Residency Buildings i.e. Buildings D, E, F, G and H on segment-2, and the common roads, access, basement (i.e. under/in the basement and above the basement), ramps, recreation areas, gardens, lighting, drainage, water mains, storms water drains, U. G. tanks, sewerage treatment plant, pumps, sub-stations and other common service, facilities and amenities etc., (hereinafter referred to as "**common infra**") in segment-2 and the said larger property, as the case may be, and the parking spaces therein is entrusted by the Builders to K Raheja Realty Private Limited (having Permanent Account Number AAACK1817A) (herein referred to as "**the Estate Manager**") on a principal to principal basis who shall (i.e. Estate Manager) co-ordinate with the concerned Agency/ third party vendor/service provider and such Agency/ third party vendor/service provider shall maintain the common services relating to the Building/common services relating to the segment-2 and the said larger property as contemplated in the agreements/contract entered by the Estate Manager with the Agency/ third party vendor/service provider, as the case may be. The Purchaser shall be liable to make payments relating to the said maintenance to the Estate Manager in respect of the said maintenance of Building H, the said Raheja Residency Buildings i.e. Buildings D, E, F, G and H on segment-2 and common infra in segment-2 and the said larger property. The above entrustment of the maintenance shall not however affect and/or prejudice the rights of the Builders under this Agreement nor shall such act, on the part of the Builders, be deemed or construed to be a waiver of the rights reserved by or in favour of the Builders under this Agreement. The Estate Manager shall co-ordinate with the concerned Agency/ third party vendor/service provider, who shall maintain Building H, the said Raheja Residency Buildings i.e. Buildings D, E, F, G and H on segment-2, common infra in segment-2 and the said larger property, as the case may be, and the Purchaser shall make payments towards municipal property taxes, non-agricultural assessment charges, taxes, rate etc., and outgoings etc. to the Estate Manager, in order to enable it to pay to the concerned authorities, body, person, as the case may be. The Builders shall not be responsible for the maintenance and/or payment of municipal property taxes, non-agricultural assessment charges, taxes, rate etc. and outgoings of and for Building H, the said Raheja Residency Buildings i.e. Buildings D, E, F, G and H on segment-2, common infra in segment-2 and the said larger property. The Estate Manager at its discretion and option shall be entitled to enter into agreement/contract with any person/ company/ agency/ third party vendor/service provider for maintenance of Building H, segment-2 and the said larger property including the common infra for such duration, with a view to ensure cleanliness thereof both prior to and after formation of Organisation and/or Organisations and/or Federation. The Purchaser and the Organisation and/or Organisations and/or Federation shall be bound by such agreement /contract until conveyance of title as envisaged in this Agreement and shall pay the amounts due and payable for the same from time to time as per the bills raised in that behalf by the Estate Manager.
- 18(b) It shall be at the option of the Builders either to form a separate Organisation in respect of Building H or to form a common Organisation for Building H and some or all of the other Buildings constructed/ to be constructed by the Builders in segment-2 and/or the said larger property. Organisation shall mean the society to be formed by the Builders under the provisions of the Maharashtra Co-operative Societies Act 1960 or the Limited Company to be formed by the

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2/ larger property until such time as the Builders exercise their option to have a common Organisation in respect of Building H and some or all of the Buildings in segment-2 and/or other segment/s and/or the said larger property or to have a separate Organisation for Building H as provided hereinabove. The Purchaser and the other persons who have taken or take other premises in Building H shall form themselves into an Organisation only in the event of the Builders deciding to have a separate Organisation for Building H and only on the written intimation from the Builders to that effect and not otherwise.

- 18(c) The said Organisation referred to this Agreement may be a Co-operative Society or a Limited Company as may be decided by the Builders. The Purchaser along with the purchasers of the other flats/premises in Building H, as required by the Builders, shall join in the formation and registration of the said Organisation and for this purpose also the Purchaser shall from time to time sign and execute all applications for registration and for membership and other papers and documents necessary for the formation and registration of the said Organisation and for becoming a member of the said Organisations, including the bye-laws, Memorandum of Association, Articles of Association, Rules and Regulations of the proposed Organisation (which shall be prepared and approved by the Advocates appointed by the Builders) and duly fill in and sign the same at the office of the Builders/the Estate Manager within 10 (ten) days of the Builders intimating the Purchaser in that behalf. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws, Memorandum of Association, Articles of Association, Rules and Regulations as may be required by the Registrar of Co-operative Societies or the Registrar of Companies or any other competent authority and/or which may otherwise be necessary according to the Builders. If the Builders exercise the option to form the co-operative society and if the purchasers of flats, units and other premises of Building H fail to co-operate with the Builders in the formation and registration of a co-operative society, then the Builders shall be at liberty to form a co-operative society on their own. The said Co-operative Society shall become bound and liable to pay the municipal property taxes, non-agricultural assessment charges, taxes, rate etc., and outgoings in respect of Building H and common infra in segment-2 and the said larger property as also referred to in clause 13(b) herein from and after the date as may be intimated in writing by the Builders to the Co-operative Society and the Estate Manager. On the said Organisation being registered, the rights of the Purchaser as the Purchaser of the said Premises will be recognised and regulated by the provisions of the said Organisation and the rules and regulations framed by it but subject to the terms of this Agreement and the rights of the Builders hereunder and without affecting the liability of the Purchaser to make payments to the Builders as provided herein. The Purchaser acknowledges that the Builders would be constituting Organisation/s of purchasers of flats/premises of other Buildings in the said larger property/ segment-2. As and when called upon by the Builders, the Purchaser shall cause the Organisation of Building H to join other Organisation/s of purchasers of flats/premises of other buildings in the said larger property/segment-2 in the formation of a Federation of Organisations. The timing for formation of the Federation shall be determined solely by the Builders. The Builders reserves the right to constitute the Federation after completion of the development of the said larger property as envisaged herein by the Builders.
- 18(d) The said Organisation shall be bound to maintain and repair the Building/s to which it pertains and the land in respect of which rights of use have been specifically given to the said Organisation/ all the purchasers of flats, units and premises in the aforesaid Building/s and to

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F, G and H on segment-2 and/or other Buildings in the said larger property. The Purchaser shall in that event and upon the Builders directing them to do so pay to the said Organisations/Federation his/her/their/its share of the said contributions towards maintenance of the common infra which would otherwise be payable to the Estate Manager.

18(e) In the event of the said Organisation being formed and/or registered before all the flats, units and other premises of Building H are sold, the Builders shall have absolute authority and control as regards the unsold flats and other premises, if any, and the sale/disposal thereof and the Builders shall also have the right to construct and complete the aforesaid Building/s as mentioned herein and to dispose off the unsold flats and/or other premises and spaces in segment-2 and the Builders and Owner shall be entitled to receive the consideration money and other amounts on their own account and for their own benefit as stated herein. The Builders shall join in (and be admitted) as the Promoter/ Member of the concerned Organisation in respect of such unsold flats and premises and as and when such premises are sold, to the persons of the choice and at the discretion of the Builders (the realisations belonging to the Builders and Owner alone as aforestated); the concerned Organisation shall admit as members the purchasers of such premises without charging any premium or any other extra payment and without any reservation or condition whatsoever, such purchaser having the same rights and the same benefits and being subject to the same obligations that the Purchaser and the other members of the aforesaid Organisation may be entitled and/or subject to as members thereof; the Purchaser hereby agrees to give his/her/their/its consent, if required, to such person/s being admitted as member/s of the aforesaid Organisation without raising any objection whatsoever. The Builders shall after their admission as members of the Organisation for the said unsold flats, units be liable to pay only the municipal property taxes, at actuals (levied on the unsold flat, unit) and an aggregate sum of Rs.750/- (Rupees Seven Hundred Fifty Only) per month in respect of each unsold flat, unit comprising of hall and kitchen, an aggregate sum of Rs.1000/- (Rupees One Thousand Only) per month in respect of each unsold flat, unit comprising of one bedroom and hall and an aggregate sum of Rs.1500/- (Rupees One Thousand Five Hundred Only) per month in respect of each unsold flat, unit comprising of two bedroom and hall towards the outgoings referred to in clause 13(b) hereinabove although the Builders are not bound to make any payment towards the same; it is clarified that the Builders will not be liable to pay any other amounts in respect of the unsold flats, units. Adequate provisions for the above may be made in the Deed of Conveyance/ Transfer as mentioned herein.

18(f) The Federation comprising of the various Organisations of the said Raheja Residency Buildings i.e. Buildings D, E, F, G and H on segment-2 and/or other Buildings in segment-2 and/or Buildings in the said larger property (who shall be the members of such Federation) shall unless otherwise determined by the Builders be formed only after the said larger property shall have been fully developed to the maximum extent desired by the Builders (by utilisation of plot F.S.I, TDR FSI, premium FSI, fungible FSI, fungible areas, FSI free areas, additional/ increase in FSI, TDR FSI, etc. and/or balance potential to the extent permissible as per Development Control Rules 1991 and/or DCPR 2034 as amended from time to time and as mentioned herein and/or otherwise as permitted under applicable law) and all the flats and other premises and spaces in the buildings, structures on the said larger property are sold and disposed of and rights to all the parking spaces have been given to the flat purchasers concerned, and after the various flat, premises holders of the various Buildings constructed on the said larger property have paid all

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- 18(g) The Purchaser hereby agrees and undertakes to be a member of the said Organisation to be formed in the manner herein appearing. The Purchaser shall on demand but in any case prior to formation of the said Organisation pay a sum of **Rs.5,000/- (Rupees Five Thousand Only)** towards formation and registration of the Organisation and membership fees therefor to the Builders/Estate Manager as the case may be. On the said Organisation being registered the rights of the Purchaser as the purchaser of the said Premises will be recognised and regulated by the provisions of the said Organisation and the Rules and Regulations framed by it but subject to the terms of this Agreement and the rights of the Builders thereunder and without affecting the liability of the Purchaser to make payments to the Builders as provided herein.
- 18(h) The Purchaser and the persons to whom the said Premises are let, sub-let, transferred, assigned or given possession of, shall pay and contribute regularly and punctually towards the municipal property tax, non-agricultural assessment charges, taxes, rate etc., outgoings and/or expenses and other taxes in accordance with the terms of this Agreement and also from time to time sign all forms, applications, papers, deeds and documents and do all acts, deeds and things as the Builders and/or the said Organisation/Federation may require for safeguarding the interest of the Builders and/or of the persons who purchase flats and other premises and spaces in Building H and/or segment-2 and also to effect a proper transfer of the said larger property, segment-2, structures, Building/s thereon by the Builders and/or Owner and shall observe and perform all the rules and regulations of the said Organisation/Federation; the Purchaser shall ensure that as and when the Builders shall so require the said Organisation/Federation shall pass necessary resolutions confirming the right of the Builders to carry out additional construction work on segment-2 and/or the said larger property and confirming the right of the Builders to retain and/or sell on ownership basis such additional area to be constructed on segment-2 and/or the said larger property and/or to give rights therein to persons of the choice of the Builders; Failure to comply with the provisions of this clause will render this Agreement liable to be terminated by the Builders.
- 19(a) The said larger property is approved by BMC as "Layout of Building/s" with or without wings, as the case may be. The entire FSI of the said larger property shall be treated as one single plot for the purpose of development and utilisation of permissible FSI arising therefrom. The permissible FSI or FAR available for construction on the entire larger property shall be allocated to different Building/s, with or without wings, as the case may be, in the entire larger property as may be planned by the Builders and approved by BMC from time to time. As a result, FSI or FAR consumed or utilized in any particular Building with or without wings will not/need not be proportionate to the land area on which the particular Building, with or without wings stand or the areas surrounding such building. The demarcation of the said larger property into various segments/phases is only for convenience, management and is notional.
- 19(b) The term FSI shall mean and include Floor Space Index of the said larger property/plot, D. P. Road FSI, FSI of other properties as may be obtained by way of TDR, FSI/TDR FSI/ other FSI/Fungible areas/fungible FSI, FSI available on payment of premium, FSI available as incentive FSI by implementing various schemes as mentioned in DCR 1991 or DCPR 2034 increase in FSI/additional FSI (i.e based on expectation) which may be available in future on modification to DCR 1991 or DCPR 2034 and in addition to the above there will be fungible areas and FSI free areas, as the case may be, that may be consumed/utilised in the construction of Building H, the said Raheia Residency Buildings and/or other Buildings on the said larger property, as the case

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fungible FSI, additional FSI on payment of premium and based on expectation of increase in FSI (i.e. increase/additional/premium FSI) which may be available in future on modification to DCR or DCPR 2034]. In addition to the above total FSI upto 200000 square metres, the Builders shall also be entitled to use the additional benefits of Fungible areas & FSI free areas etc., as defined in DCPR 2034 in the constructions of the Building/s to be constructed on the said larger property. The aforesaid total FSI upto 200000 square metres and the additional benefits of Fungible areas & FSI free areas etc. shall be utilised by the Builders according to the plans permissible by BMC on the said larger property from time to time. The Purchaser hereby expressly accords his/her/its/their express consent to the aforesaid.

19 (d) The aforesaid total FSI upto 200000 square metres [consisting of plot FSI, TDR FSI, fungible FSI, additional FSI on payment of premium and based on expectation of increase in FSI (i.e. increase/additional/premium FSI) which may be available in future on modification to DCR or DCPR 2034] and the additional benefits of Fungible areas & FSI free areas etc as defined in DCPR 2034 shall always belong to the Builders and/or remain available to the Builders, for construction/development of the building/s including other additional Buildings on the said larger property entirely at the discretion of the Builders. The Purchaser shall not claim any right, title and interest of whatsoever nature on the aforesaid total FSI upto 200000 square metres [consisting of plot FSI, TDR FSI, fungible FSI, additional FSI on payment of premium and based on expectation of increase in FSI (i.e. increase/additional/premium FSI) which may be available in future on modification to DCR or DCPR 2034] and the additional benefits of Fungible areas & FSI free areas etc., as defined in DCPR 2034, save and except the FSI utilized in the construction of the said Building H. The Purchaser is aware that on the basis of the aforesaid understanding and undertaking of the Purchaser, the Builders have agreed to sell the said Premises to the Purchaser and to enter into this Agreement. The Builders have disclosed to the Purchaser the plot FSI, TDR FSI, fungible FSI, additional FSI on payment of premium, as well as based on expectation of increase in FSI (i.e. increase/additional/premium FSI), that may become available in future on the said larger property due to modification to Development Control Regulations or DCPR 2034 with an understanding that the aforesaid declared total FSI upto 200000 square metres and the additional benefits of Fungible areas & FSI free areas etc., as defined in DCPR 2034 shall always belong to the Builders only. The Purchaser hereby expressly accord his/her/its/their express consent to the aforesaid.

19(e) Provided however for the sake of clarity and notwithstanding anything contained herein that the aforesaid total FSI and Benefits shall not include areas specifically exempted from FSI calculation such as area of structures permitted in LOS, areas covered by features permitted in open spaces, areas covered by staircase rooms, lift machine rooms above topmost storey, staircase/ lift wells and passages in stilt, basement and floors exclusively used for parking and other ancillary uses, areas covered by staircases/lift wells including lobbies of all the floors, area of the basement used exclusively for parking and other ancillary uses, area of covered parking spaces, area of one office room, lofts, porches, canopy, area of structures for an effluent treatment plant, water treatment plant, sewerage treatment plant, chajja, cornice, weather shade, sun-breaker over a balcony or gallery, area covered by elevated/underground water reservoirs/tanks, electrical sub-stations, distribution sub-station, pump houses, facility for treatment of wet waste in situ, area of one fitness centre, the fire chutes, refuge areas, service floor, entrance lobbies in the stilted portion, open to sky swimming pool, at the terrace above the topmost storey, or on the topmost

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room/s refuse chute/garbage shaft, elevation feature or dome like structures above water tank/lift machine room/ staircase room, area required for rain water harvesting, non-conventional energy system, area required for cooling towers/chilling plants, area for laundry, boiler room, room for battery back-up for solar water heater and/or for common lighting, entry gate over arch and such other amenities/facilities as may be provided from time to time under DCR or DCPR 2034.

- 20(a) It is agreed that on completion of the entire development of the said larger property as may be determined by the Builders in its absolute discretion and subject to the other provisions of this Agreement (i) the Conveyance/transfer of title in respect of the structure of the Building H (excluding basement under Building F, G & H) will be made in favour of the said Organisation and (ii) the Conveyance/transfer of title in respect of the said segment-2 and the balance lands in the said larger property /sub-divided portions of the said larger property, as the case may be, will be made in favour of the Organisations (including the said Organisation) with each of the transferees therein having an undivided interest in the said segment-2 and/or the said balance lands in the said larger property /sub-divided portions of the said larger property, as the case may be, in proportion to the FSI consumed/utilised in the construction of their respective buildings as contemplated herein by a common Deed of Conveyance/ Transfer to be executed in their favour alongwith the infrastructure common thereto (including the structure of the basement under Building F, G & H) therein which rights to maintain / repair/alter etc. shall be with the Federation that may be formed of all the Co-operative Societies /Organisations and suitable provision therefor and for entrustment of the right and responsibility of use and/or maintenance of specific areas of the said larger property/ layout land/ sub-divided portions of the said larger Property, as the case may be, by particular Co-operative Societies/Organisations and of common infrastructure, service, facilities, amenities etc. in the segment-2, in the said larger property / layout land by the Common Body of the Organisations of Building D, E, F, G and H in segment-2 /Federation, as the case may be, and the right to use the common infrastructure, services, amenities etc. shall be made in the said common Deed of Conveyance / Transfer including the conveyance/title shall also be subject to the covenants and the provisions contained in the clauses herein including the sub-clauses 20 (c), (d), (e), (f), (g) & (l) hereinbelow.
- (b) In the event that the Builders decide, at their option, and the BMC and other concerned authorities permit a sub-division of segment-2 from the said larger property and/or a portion of the said larger Property and issue a separate Property Register Card in respect of segment-2 alone treating segment-2 as a separate holding by itself and in the further event that the same does not affect or prejudice the rights of the Builders to develop and deal with segment-2 and/or the balance of the said larger property then and in that event the conveyance/ transfer of title may be done at the discretion of the Builders so as to convey/transfer the title in respect of Building H (excluding the structure of basement under Building F, G & H) in favour of the said Organisation and in respect of the said segment-2 in favour of the Organisations formed of the buildings in the said segment-2 (including the said Organisation) (independent of the other portions and segment/s of the said larger property with each of the transferees in the said conveyance/transfer of title having an undivided interest in the said segment-2 in proportion to the FSI consumed/utilised in the construction of their respective buildings as contemplated herein but subject to a right in common with the other Organisations formed in respect of buildings on the said larger property to access and use the facilities of the auxiliary tank installed in the said larger property which is common to segment-2 and/or the aforesaid land as described herein). In the event of the Builders deciding to have a common



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to the flat purchasers concerned and have received all the monies including municipal property taxes, non-agricultural assessment charges, taxes, rate etc., other taxes, interest and outgoings from the persons who have agreed to purchase /purchased the said flats, units, portions, areas, premises, spaces and who have become the member/s of the Club House Complex and who have been given the right to use parking spaces and subject to the other provisions herein regarding execution of a Deed of Conveyance / Transfer of the said larger property and the buildings thereon which shall also be applicable to the Deed of Conveyance/Transfer in respect of the segment-2 and the buildings thereon. Notwithstanding anything contained herein, the Purchaser for himself and on behalf of the said Organisation / Organisations hereby irrevocably record, declare and confirm that in case the Deed of Conveyance/Transfer is executed treating segment-2 and the buildings thereon as a separate holding by itself, then the purchasers of flats, units, premises etc. in segment-2 shall not be entitled to use and/or have any right of whatsoever nature to the other portion/s and other segment/s of the said larger property including the land/area earmarked as R.G.1 & R. G. 2 as shown on the Plan Annexure 'A' hereto save and except the right in common with others to access and use the facilities of the auxiliary tank installed on the portion of the said larger property and the Club House Complex including Swimming Pool (proposed, if any) on R.G.3 subject to the Purchaser executing separate agreement/ document/ writing recording the terms and conditions of such use of the Club House Complex, Swimming Pool including payment of non-refundable one time membership fees, ad-hoc amounts, subscriptions, maintenance charges, charges for repairs, replacements, renovations, sinking fund etc. as may be determined by the Builders. The said conveyance/title shall also be subject to the covenants and the provisions contained herein as well as in sub-clauses 20(c), (d), (e), (f), (g) & (i) herein below. Notwithstanding anything contained herein, if the Builders decide and the BMC and other concerned authorities permit a sub-division of segment-1 alongwith the land earmarked as 'R.G.1' and issue a separate property Register Card in respect of segment -1 and the land earmarked as 'R.G.1' alone, treating segment-1 and the land earmarked as 'R.G.1' as a separate holding by itself, and the Builders execute the conveyance/title of the said segment-1 alongwith the land earmarked as 'R.G.1' then in that event the purchasers of flats, units, premises in the buildings on segment-2 shall not be entitled to use and/or have any right of whatsoever to the land/area earmarked as 'R.G.1'. The said Conveyance/Title shall also be subject to the covenants and the premises contained herein as below in sub-clauses 20(c), (d), (e), (f), (g) & (i) herein. The provisions of this sub clause shall be applicable to such portions/ of the larger Property (including the Buildings thereon ) which may be sub-divided in future by the Builders in that behalf.

- (c) The said Deed of Conveyance/ Transfer / Declaration/ Deeds of Apartments shall contain suitable provisions in favour of the Federation that may be formed of all the Co-operative societies / Organisation of all the Buildings in the said larger property/sub divided portions of the said larger property as the case may be, in respect of the use and maintenance of the common infra, services, facilities, amenities etc. and common access for persons, vehicles and services through the various portions of segment -2, other segment/s in the said larger property as determined and regulated by the Builders and the obligation to maintain the same with a provision for exclusive use by the concerned Organisation of the land on which the building is constructed (i.e. the land underneath the Building) and the land surrounding the building as indicated on the plan annexed to the Ownership Agreements pertaining to the concerned building and the obligation to maintain the same, as per the

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thereon is to be conveyed by the Builders and the Owner in the year 2032. The conveyance/transfer of the said larger property/segment-2/sub-divided portions of the said larger Property is to be conveyed by the Owner. The conveyance/transfer of all the buildings constructed/ to be constructed on the said larger property/segment-2/sub-divided portions of the said larger Property is to be conveyed by the Builders.

- (e) It is expressly agreed and understood by and between the parties hereto that by the end of the year 2032, if the Builders have not completed the construction/development of all the buildings in the said larger property/sub-divided portions of the said larger Property as envisaged herein then in that event, the Builders shall execute (i.e. after the year 2032) conveyance/transfer of title in respect of the structure of the Building/s of which Organisation/s are formed (upto the year 2032) and the conveyance/transfer of the title in respect of the said larger property/sub-divided portions of the said larger Property shall be executed (i.e. after the year 2032) by the Owner within three months from the date of formation of the Federation/Apex Body (of all the Buildings in the said larger property / sub divided portion of the said larger property, as the case may be) or within three months from issue of Occupancy Certificate to the last of the building or wing on the said larger property/sub-divided portions of the said larger Property in favour of the Federation/Apex Body or in favour of all the Organisation/s with each of the transferees therein having an undivided interest in the said larger property/segment-2/sub-divided portions of the said larger Property, as the case may be, in proportion to the FSI consumed/utilized in the construction of their respective Buildings thereon.
- (f) The Deed of Conveyance/ Transfer if decided by the Builders is executed of (i) segment-2 separately as stipulated in sub clause (b) herein above or jointly with other segments as the case may be and/or, (ii) such sub-divided portion of the said larger Property as decided by the Builders and/or (iii) the said larger property and the infrastructure relating thereto remains to be fully developed and completed to the maximum extent desired by the Builders by use of total FSI upto 200000 square metres (consisting of plot FSI, TDR FSI, fungible FSI additional FSI on payment of premium and based on expectation of increase in FSI (i.e. increase/additional/premium FSI), which may be available in future on modification to DCR or DCPR 2034) and the additional benefits of Fungible areas & FSI free areas etc. to the extent permissible as per Development Control Rules or DCPR 2034 (as amended from time to time) as defined in clause 19 herein and/or prior to the commencement and completion of sale of flats, units, portions, areas, premises, etc. of any concerned building, then in that event, the Builders shall be joined as a transferee in the said Deed of Conveyance/ Transfer with suitable provisions to safeguard the rights of the Builders with regard to the construction and development thereof to the maximum extent as mentioned herein by use of total FSI upto 200000 square metres (consisting of plot FSI, TDR FSI, fungible FSI additional FSI on payment of premium and based on expectation of increase in FSI (i.e. increase/additional/premium FSI), which may be available in future on modification to DCR or DCPR 2034) and the additional benefits of Fungible areas & FSI free areas etc., to the extent permissible as per Development Control Rules or DCPR 2034 (as amended from time to time) as defined in clause 19 herein including the infrastructure relating thereto and its right to sell or transfer and allot on its own account and for its own benefit flats, units, portions, areas, premises, terrace etc. and to give right to use of parking spaces as a facility in the concerned building and concerned segment/s.
- (g) The Owner shall, at the time of execution of the Deed of Conveyance/ Transfer as provided herein hand over juridical possession of the said larger property / segment/sub-divided portions

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Third Schedule hereunder written and shall have suitable provisions regarding the rights and obligations of each Organisation in the concerned portion/segment/ phase/sub-divided portions of the said larger property and the said larger property. Drafts of the Deed of Conveyance for effecting the conveyance as aforesaid shall be drawn by the Advocates of the Builders.

- (i) Notwithstanding anything contained herein, the Purchaser, Organisation of purchasers of the said Building H, Federation/Apex Body hereby irrevocably confirm and agree that they shall not demand the execution of the Deed of Conveyance/Transfer/Deeds of Apartment, as the case may be, as stipulated herein from the Builders till the Purchaser, Organisation of purchasers of the said Building H, Federation/ Apex Body, as the case may be, have cleared all their respective outstanding amount/s including outgoings towards common infra due and payable by them to the Builders and/or the Estate Manager as the case may be. The Purchaser, Organisation of purchasers of the said Building H, Federation/Apex Body shall clear all their respective dues including outgoings towards common infra before execution of the Deed of Conveyance/ Transfer/Deeds of Apartment, as the case may be.
- (i) At the time of execution of the conveyance/transfer of title of the structure of the said Building H (excluding the structure of basement under Building F, G & H) to the Organisation of purchaser/s, the Builders shall handover lawful, vacant, peaceful, physical possession of the common area within the structure of the said Building H (excluding the structure of basement under Building F, G & H) to the Organisation of the purchasers;
- 21) The Builders shall have the option to submit the said larger property together with the buildings thereon to the provisions of the Maharashtra Apartment Ownership Act, 1970 in which case the Declaration as contemplated by Section 2 thereunder shall be executed. Provisions relating to the Conveyance/ transfer of title as set out in clause 20 shall in that case be applicable to the Deeds of Apartment in respect of the respective flats, units and the same shall be executed in the year mentioned in the clause 20(d) & 20(e) herein. In the event that the Builders so decide to apply the provisions of the Maharashtra Apartment Ownership Act in respect of the said Raheja Residency Buildings i.e. Buildings D, E, F, G and H on segment-2/ other buildings and structures in the said larger property then and in that event an Association of Apartment Owners being a condominium as contemplated under the provisions of the aforesaid Act and the Rules framed thereunder shall be formed of the persons who have purchased premises in the concerned building/s of segment-2. In order to enable the formation of such Association, the Purchaser shall give such particulars about himself/herself/ themselves/itself as may be required. The Builders and the Owner will in that event execute Conveyance/ Transfer in the form of separate Deeds of Apartment of the respective flats, units (apartments) in favour of the persons who have agreed to purchase the same, that is separately conveying the respective flats, units and the proportionate undivided right/share in the common area or facilities unto the purchasers of the premises, flats, units, instead of a conveyance as contemplated above and in that event, the references in this Agreement to the Organisation will be deemed to include the Association/ Body (condominium) to be formed in pursuance of the Declaration as contemplated by Section 2 of the Maharashtra Apartment Ownership Act 1970 and further the references to the bye-laws, etc. of the Organisation will be deemed to refer to the bye-laws of the Condominium to be formed pursuant thereto. The Purchaser agrees to execute the Deed of Apartment and other documents as may be required by the Builders and/or under the aforesaid Act as and when called upon by the Builders and to comply with and to be bound by the provisions of the Declaration and the Deed of Apartment, Documents to be executed in the event aforesaid and to

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- (a) The Builders have reserved to themselves the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal/access roads and pathways in segment-2 and said larger property at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles, laden or unladen, and with or without horses and other animals and in the common areas of Building H and also to lay and connect drains, pipes, cables, and other service lines and amenities (including underground and overhead) necessary for the full and proper use, enjoyment and development of segment-2 and said larger property (and the neighbouring properties viz. CTS Nos. 827A1B/1, 827A1D/2, 827A1C/1C, 827A1C/1B, 827A1C/1A, 827A1C/2, 827A/2, 827A/4A1, 827A/4C/1, 827A/4C/2 and the properties falling in Survey No. 239 of Malad and other neighbouring properties) and if necessary to connect the drains, pipes, cables and/or any other service lines etc. under, over or along the land surrounding each and every Building in the said segment-2 and the said larger property and the neighbouring properties as mentioned hereinabove and other neighbouring properties.
- (b) The Deed of Conveyance/Transfer to be executed by the Builders and Owners as herein provided shall be together with the benefit of the access over, under and along the internal/ access roads and common recreation areas in segment-2 and said larger property as determined by the Builders and/or respective developers and shall also contain inter alia adequate provisions to ensure that the rights expressly reserved by the Builders in respect of the said Raheja Residency Buildings i.e. Buildings D, E, F, G and H on segment-2, common infra, common amenities, facilities in segment-2 and the said larger property as stated in the respective Ownership Agreements in respect of flats, units and premises therein and herein are safeguarded and assured unto the Builders and/or respective developers absolutely and forever and further that the portion/s of segment-2, larger property and/or the internal/ access roads and/or other undivided areas in the said Raheja Residency Buildings i.e. Buildings D, E, F, G and H on segment-2, segment-2, larger property in respect of which rights have been created in favour of any party or the Builders are assured unto and are forever available for exclusive use, occupation, possession and enjoyment by such persons/ the Builders, subject however to the right of the owners/ holders of other premises in segment-2, larger property (and/or the Organisations and/or the Federation) to have access (if necessary) to such portion/s limited for the purpose of maintaining, repairing, renovating and/or replacing any service lines and/or other infrastructure passing through, under, along or above such portion/s and subject to free and unobstructed movement of vehicles relating to emergency services.
- (c) The Builders shall also be entitled (but not bound) to construct in segment-2 additional structures like sub-station/s for electricity, an office for the Organisations, underground and overhead tanks, generator rooms, structures, watchman's cabins, toilet units for domestic servants/employees, the locations of which are not particularly marked upon the floor plans or the block plan of segment-2. All such additions (i.e. additional construction) shall be the property of the Builders till conveyed or transferred by the Builders.
- (d) The said Conveyance/ transfer of title shall be subject to requisite co-operation by the Organisations as may be required by the Builders and compliances in law and the provisions of the Ownership Agreements in respect of the concerned buildings and subject to the said larger property, concerned segment/s and the infrastructure relating thereto having been fully developed and completed to the maximum extent desired by the Builders as mentioned herein

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property taxes, non-agricultural assessment charges, taxes, rate etc., other taxes, outgoings due and payable by them.

- (e) It is specifically understood and agreed by and between the parties hereto, as and by way of an essential and integral part of this Agreement and the title to be created in pursuance hereof, that the rights of members of the Organisation/ persons who purchase flats, premises in the buildings to be constructed on the said segment-2 shall be subject to the rights of the Builders under this Agreement and the Deed of Conveyance/ Transfer to be executed in pursuance hereof and that adequate provisions shall be made in the Deed of Conveyance/ Transfer to be executed in pursuance of this Agreement providing interalia for the terms, conditions and covenants referred to in the Third Schedule hereunder written and with regard to the development of the said larger property and construction (including additional construction) of Buildings thereon; the exact details of such terms and conditions and covenants shall be as may be reasonably required by the Advocate/s of Builders.
- (f) The Builders have informed the Purchaser and the Purchaser is conscious and aware that the development of the layout of the said larger property entails large construction of various/ multiple multistoried building/s and divers infrastructures, services, amenities, facilities to be carried out by the Builders, in phases and the completion of the said development as planned by the Builders will thus take considerable time. Keeping in view the aforesaid, the Builders declare and the Purchaser hereby accept, agree and confirm that the Conveyance/transfer of title of the said larger property shall be done only at the period mentioned in clause 20(d) & 20(e) above and the Purchaser for himself/herself/themselves/itself and in his/her/their/its capacity as the member of the Organisation to be formed in respect of Building H (in which the said Premises is /to be located) agrees and undertakes not to demand the Conveyance / transfer of title of the said larger property contrary to and/or prior to the period agreed between the parties hereto and provided in the said clause 20(d) & 20(e) above.
- (g) It shall be at the discretion of the Builders to decide upon the manner in which the various areas comprised in segment-2 are to be dealt with and/or developed and/or disposed of.
- (h) No equipments such as D. G. Set, air conditioning chiller plant etc. shall be installed on the terrace and/or under the stilts and/or basement under Building F, G & H and/or area above the basement level by any of the purchasers/ flatholders and/or Organisation at any time whatsoever without the written permission of the Builders. It shall at all times and from time to time be the Builders alone who shall be entitled to permit the purchasers/flatholders of the premises in Building H to install equipments such as D. G. Set, air conditioning chiller plant etc. on the terrace and/or under the stilts and/or basement under Building F, G & H and/or area above the basement level as the Builders may determine absolutely at its discretion;
- (i) So long as the amenities set out in the Second Schedule hereunder written are not lessened and the area of the said Premises (agreed to be acquired by the Purchaser from the Builders) are not altered, the Builders shall be at full liberty (and are hereby authorised and permitted) to make any variations in the layout of segment-2/ said larger Property and/or the Building plans and/or in the elevation of the Building/s and/or design including any changes in the location (i.e. to relocate), dimensions and extent of the open spaces, common areas and utilities, recreation areas, garden spaces, the Buildings, structures to be built on segment-2/ said larger Property and/or the internal/ access roads/ access to any such Buildings, structures and/or the entrance gates, as the

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be carried out by the Builders on segment-2/ said larger Property may thus take considerable time;

- (j) The Builders have informed the Purchaser and the Purchaser is aware that the Builders is having/shall have absolute discretion (i) to decide and determine what segment/s and the areas are to be comprised in the said larger property and/or the said layout land (ii) to vary and alter from time to time, the layout and its internal/feeder roads and/or the dimensions of the segments and/or location or extent of the open spaces and/or garden and/or recreation areas (RG) in the said larger property and the said layout land (provided however the Builders shall ensure that the overall area of the recreation areas/gardens (RG) are not reduced/decreased, and (iii) to decide upon the disposal of the other segments and/or areas comprised in the said larger property and/or to deal with the same; the Purchaser for himself/herself/themselves/itself and on behalf of the said Organisation, the Organisations and the Federation hereby irrevocably confirms and accords express consent to the above and shall not cause any objection or hindrance of any nature whatsoever to the aforesaid.
- (k) The Purchaser is aware that the segment-2 will be developed by the Builders in phases as a layout area as per the said layout (with such modifications and/or amendments thereto as the Builders may from time to time determine) and that the said development (as at present planned by the Builders) contemplates inter alia construction of a basement on a substantial portion of the segment-2 as shown in purple colour on the said **Plan Annexure 'A'** hereto. Accordingly the Builders have constructed the said basement under Building F, G & H with connecting ramp and access to the said basement. The said basement under Building H is connected to the Buildings F & G constructed/to be constructed and the area above the basement will cater to the aforesaid Buildings (constructed/to be constructed on and above the basement i.e. Building F, G & H) in common with such other Buildings on segment-2 as may be determined by the Builders. The basement under Building F, G and H is having inter alia provisions for parking spaces (and the right to use of such parking spaces shall be given by the Builders entirely at their discretion to some of the flat purchaser/s of the Buildings F, G and H of the said Raheja Residency Buildings) and for passage of service lines and other infrastructure for the said Raheja Residency Building/s i.e. Buildings D, E, F, G and H on segment-2 constructed/ to be constructed and for the other Building/s in adjoining segments and other development to be carried out by the Builders. The area above the basement level is also having inter alia provisions for parking spaces i.e. (i) the parking spaces covered with polycarbonate sheet of which right to use shall be given by the Builders entirely at their discretion to some of the flat purchaser/s of the Buildings D, E, F, G and H i.e. the said Raheja Residency Buildings on segment-2; out of total parking spaces covered with polycarbonate sheet, three parking spaces covered with polycarbonate sheet are meant for visitors/guests car parking and (ii) the open parking spaces above the basement level are for the car parking/s of visitors/guests of the said Raheja Residency Buildings i.e. Buildings D, E, F, G and H on segment-2. The electric sub-station above the basement level is meant to cater to all the Buildings of the said Raheja Residency Buildings on segment-2 and to the other Buildings in adjoining segments and adjoining land/s as may be determined by the Builders.
- (l) The gates marked as G5 and G6 on the plan A annexed hereto will serve as an entry as well as exit in common to the said Raheja Residency Buildings i.e. Building D, E, F, G & H and the basement and the parking spaces in the basement /area above the basement on segment-2 through the ramps shown hatched brown on the Plan Annexure A hereto in segment-2. The area

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the Co-operative Society/ Limited Company that may be formed of the said Building D and Building E shall always keep the said driveway unobstructed for, to and fro movements of vehicles for all times to come ;

- (m) If the segment-2 is not subdivided from the said larger property as stated herein, then the purchaser/s of flats, units, premises etc. in segment-2 shall be entitled to have access, use etc. to the common recreation areas marked as 'R.G.2' and 'R.G.1' in common with others subject to the timings and rules and regulations of the Builders/Estate Manager and thereafter, of the Federation, when the charge of the said common recreation areas is handed over to the Federation. The entry and exit to the common recreation areas marked as 'R.G.2' and 'R.G.1' shall be either through the open areas of the concerned segment, where 'R.G.2' and 'R.G.1' will be located, or through specific pathway as may be decided by the Builders in that behalf.
- (n) The Purchaser hereby expressly agrees not to require the Builders to obtain sub-division in respect of any area from and out of segment-2 including the area pertaining to the foundation of the said Raheja Residency Building i.e. Buildings D, E, F, G and H on segment-2 and/or any land surrounding the said Raheja Residency Buildings i.e. Buildings D, E, F, G and H on segment-2 and the Purchaser himself/herself/themselves/itself and through the Co-operative Society/ Limited Company that may be formed of the said Building H, hereby agree not to demand or claim from the Builders and/or require the Builders to separately convey/ transfer any such undivided portion of segment-2 to the Co-operative Society/Organisation/ Federation to be formed by the persons who purchase flats/units in the said Building H. The Purchaser hereby expressly agrees to accept transfer of the title by the Builders in respect of the structure of the said Building H in the manner mentioned herein and shall not require the Builders to transfer the title in respect of the structure of the said Building H in any other manner.
- (o) Auxilliary tank located on a portion of the said larger property to serve all the Building/s, structure/s on the said larger property and the land bearing CTS Nos. 827 A/1C/1C, 827 A/1C/1B, 827 A/1C/1A and also such of the Building/s, structures on the land bearing CTS No. 827A/4A/1 as the Builders may determine at their absolute discretion (the said larger property and the said land bearing CTS Nos. 827 A/1C/1C, 827 A/1C/1B, 827 A/1C/1A, 827A/4A/1 are hereinafter collectively referred to as 'aforesaid land'). The said Auxilliary tank and (its ancillaries such as pumps and pipes, lights, fittings, fixtures etc.) as well as the exclusive access road meant for the said auxilliary tank shall be used in common and shall be jointly maintained, managed and operated by the various Organisations/ Federations that may be formed of the Building/s/ structures on the aforesaid land. The said Organisations/Federations (and till the formation thereof the concerned Societies/flat/unit holders on the aforesaid land) shall be liable to bear and pay the expenses and other outgoings with regard to the maintenance, management, operation and other works related to the said auxilliary tank and its ancillaries and the said access road meant exclusively for the said auxilliary tank in proportion to the area of the concerned buildings/units/flats of the concerned Organisations /Federations /Societies / purchasers on the aforesaid land provided however that the area of only such of the flats, units, premises and spaces in respect of which possession has been given to the concerned purchaser by the Builders shall be taken into consideration while arriving at the total area of the said buildings for ascertaining the proportionate contribution as aforesaid. The said Organisations/Federations/ Societies/ purchasers of the buildings / units /flats / premises on the aforesaid land shall have a right in common with others to access through the said access road meant exclusively to reach

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mentioned shall contain appropriate provisions, covenant safeguarding the rights of the various purchasers of flats/units/ premises on the aforesaid land and also of the Organisations/ Federations that may be formed of the Building/s on the aforesaid land with regard to the said auxiliary tank and the access meant exclusively for the same. The Purchaser hereby expressly / irrevocably consents to the aforesaid understanding.

- (p)(i) The common recreation areas/gardens for the said larger property are as earmarked 'R.G.1', 'R.G.2' and 'R.G.3'. The said common recreation areas/gardens shall be developed by the Builders or other division of the Builders i.e. Ferani Hotels Private Limited in phases so that the recreation areas/gardens stand developed by the time of completion of the entire project on the said larger property. The use of the said common recreation areas/gardens etc. shall be subject to rules and regulations framed by the Builders/Estate Manager/Ferani Hotels Private Limited and thereafter of the Federation when the charge of the common areas/gardens is handed over to the Federation.
- (p)(ii) The Builders have a proposal to put up a Club House Complex comprising of a Club House and Swimming Pool etc. on a portion of the land earmarked as "R.G.3" being a part of recreation areas of the said larger property. The said proposal is at present merely tentative and it is not at present definite whether the Builders will or will not put up a Club House Complex as aforesaid. In any event the said Club House Complex shall be made operational/ available for use by the Builders entirely at its discretion either before or after 600 (six hundred) numbers of the purchaser/s of flats, units, premises etc. in the said larger property become members of the said Club House Complex by making payment/s of non-refundable one time membership fees, ad-hoc amounts, sinking fund, lump sum amounts, maintenance charges, charges for repairs, replacement, renovation etc. and executing separate agreement/document/writing recording the terms and conditions of use by them of the said Club House Complex and facilities. The Purchaser has informed the Builders that the Purchaser is desirous of becoming the member of the Club House Complex subject to its being constructed and made operational and has accordingly requested the Builders that the Purchaser is ready to execute the Agreement to that effect with the Builders contemporaneously or soon after the execution of this Agreement. The Purchaser shall, subject to the said Club House Complex being constructed and becoming operational be entitled to use the said Club House Complex and its facilities and the said land earmarked as "R.G.3" in terms of the said Agreement to be executed between the Builders and the Purchaser in respect thereof. The facility for use of the Club House Complex (when ready) and the land earmarked as 'R.G.3' shall be subject to the rules and regulations as may be framed by the Builders. Access to and the facility for the use of the said Club House Complex (when ready) shall be regulated by the Builders so that such access and facility may be permitted to the members, who have paid all dues from time to time under these presents, other agreements, writings, documents etc.
- (p)(iii) The portion earmarked as 'R.G.1' being a part of recreation areas of the said larger property is having uneven topography (i.e. located on a higher level) due to which the said recreation area would be utilized by the Builders for suitable landscaping and greenery and the said landscaping and greenery shall be done on the said R.G.1 by the time the entire project is completed.
- (p)(iv) The Common recreation areas/gardens etc. shall, subject to what has been stated hereinabove, be used and maintained by the purchasers of flats, units, premises and spaces of the buildings in the said larger property including the purchasers of the flats, units, premises and spaces of the buildings in the said larger property.



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concerned purchasers by the Builders shall be taken into consideration while arriving at the proportionate contribution of the concerned purchasers towards the cost of maintenance and management of the common recreation areas/gardens etc. Notwithstanding anything contained hereinabove, the Purchaser hereby agrees and confirms that if the proposed Club House Complex is put up on a portion of the land earmarked as "R.G.-3", then the provisions / conditions for use of the land earmarked as "R.G.-3" and the facilities of the Club House Complex (when ready) shall be subject to the execution of the separate agreement, document, writings recording terms and conditions of such use including the making of payment towards the non-refundable membership fee, ad-hoc amount, subscription, maintenance charges, sinking fund, etc. and rules and regulations as stipulated in clause (p)(ii) hereinabove, and not otherwise.

- (q) The Purchaser and/or Organisations and the Federation, if any, shall not raise any objection and/or cause any hindrance in the exercise of all or any of the rights reserved herein by the Builders;
- (r) The Builders shall be entitled to undertake development on the said larger property and the said segment-2 in accordance with the sanction layout plan and the Purchaser hereby accords his/her/their/its irrevocable consent to such development after fully understanding the nature, scope and extent of the development to be undertaken by the Builders.
- (s) This Agreement shall only be amended through written consent of the parties.
- (t) sewerage treatment plant (STP) located on the north west corner as shown on the plan annexed hereto is meant to be used in common by all the Raheja Residency Buildings i.e. D, E, F, G & H on segment-2, by all the Buildings in segment-1, and to such other buildings in adjoining segments as the Builders may deem fit at its discretion.
- (u) The Builders may, if possible, make provisions in future for electrical charging points/stations in the parking spaces or visitors' parking spaces covered with polycarbonate sheet (meant for visitors/guests car parking) located above the basement level of Buildings F, G & H on segment-2, which location is tentative and subject to change and/or to such other location/place in the segment-2 as the Builders may decide entirely at its discretion, as and when contract in that behalf is signed by the Builders/Estate Manager with the third party vendor/service provider. The aforesaid contract for the installation, operation, management, maintenance etc. of such electrical charging points/stations will be by the Builders/Estate Manager with the third party vendor/service provider on principal to principal basis. The flat purchasers, residents of the said Raheja Residency Buildings i.e. Buildings D, E, F, G & H on segment-2 will be entitled to use the facility at their own risk. The maintenance, running cost, service charges, man power, insurance, taxes, electricity charges etc. shall be paid by the flat purchasers/residents of the said Raheja Residency Buildings, who shall be using/availing the aforesaid facility of the electric charging points/stations, as per the bills raised/issued by the Estate Manager/vendor/service provider or as per the directions given by the Builders/Estate Manager in that behalf. The flat purchasers/residents of the said Raheja Residency Buildings shall strictly follow the rules and regulations laid down from time to time with regard to "Dos and Don'ts" while availing the facility of electric charging points/stations.
- 23(a) The Purchaser shall within 15 days of receipt by the Purchaser of the said notice that the Purchaser should take possession of the said Premises or on taking possession of the said Premises whichever is earlier pay to the Estate Manager (i.e. K Raheja Realty Private Limited

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said Premises and Building H; the Estate Manager shall adjust and appropriate the said ad-hoc amount in payment of the municipal property taxes at actuals payable by the Purchaser on proportionate basis in relation to the said Premises and Building H.

- (ii) a lumpsum amount of **Rs.2,75,400/- (Rupees Two Lakhs Seventy Five Thousand Four Hundred Only)** which shall be utilized by the Estate Manager towards the outgoings for the lift maintenance contract of the lifts in Building H, intercom maintenance contract, common lights, electricity charges, water charges, charges for watchmen, house keeping in connection with Building H for a period of thirty six months;
  - (iii) an ad-hoc amount of **Rs.30,660/- (Rupees Thirty Thousand Six Hundred Sixty Only)** which shall be utilised by the Estate Manager towards the outgoings in connection with the common infra, common services, facilities, amenities which are common for Building H and other buildings in segment-2 and the said larger property.
  - (iv) a lumpsum amount of **Rs.21,000/- (Rupees Twenty One Thousand Only)** which shall be utilised by the Estate Manager towards the proportionate monthly contributions payable towards the outgoings in connection with the said parking space for a period of sixty months.
  - (v) an aggregate lumpsum amount of **Rs.46,475/- (Rupees Forty Six Thousand Four Hundred Seventy Five Only)** as and by way of charges towards legal and connection of meter/s.
  - (vi) an ad-hoc amount of **Rs.1,200/- (Rupees One Thousand Two Hundred Only)** to facilitate the Estate Manager to pay on behalf of the Purchaser the proportionate actual non-agricultural assessment charges, taxes, rate etc., payable by the Purchaser to the concerned authority in relation to the said Premises and Building H; the Estate Manager shall adjust and appropriate the said ad-hoc amount in payment of non-agricultural assessment charges, taxes, rate etc., at actuals payable by the Purchaser on proportionate basis in relation to the said Premises and Building H.
  - (vii) an ad-hoc amount of **Rs.54,480/- (Rupees Fifty Four Thousand Four Hundred Eighty Only)** which shall be utilised by the Estate Manager towards the outgoings in connection with auxiliary tank and its ancillaries such as pumps, pipes, light fittings etc. as well as the exclusive access road meant for the said auxiliary tank.
- 23(b) The date of commencement of the Purchaser's liability to pay the municipal property taxes, non-agricultural assessment charges, taxes, rate etc., outgoings towards common infra and outgoings for the period/s specified or otherwise in the aforesaid sub-clauses 23(a) (i), (ii), (iii), (iv), (vi), and (vii) shall be mentioned in the letter of intimation to be sent by the Builders to the Purchaser. The aforesaid ad-hoc amounts and lumpsum amounts shall not carry interest and are inclusive of co-ordinating fees (which includes accounting fees) of the Estate Manager. The Builders/Estate Manager, as the case may be, shall not be liable to render accounts in respect of the lumpsum amounts mentioned in the aforesaid sub-clauses 23(a) (ii), (iv) and (v) to the Purchaser and/or the concerned Organisation/s/ Federation. The Builders/Estate Manager, as the case may be, shall also not be liable to render accounts in respect of co-ordinating fees, which are included in the aforesaid ad-hoc amounts and lumpsum amounts to the Purchaser and/or concerned Organisation/s/ Federation. The Purchaser is aware that the Estate Manager is only co-ordinating with the Agency/ third party vendor/service provider who shall provide the services relating to the Building and segment-2 and the said larger property to the Purchaser. The Purchaser agrees that the Purchaser shall not either by himself/herself/ themselves/ itself or through the concerned Organisation and/or Organisations interfere in the co-ordination by the Estate Manager with the

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Manager, shall call upon the Purchaser and the Purchaser shall within 15 (fifteen) days from the date of the Purchaser being called upon to make payment thereof, pay to the Estate Manager the amounts towards the municipal property taxes, non-agricultural assessment charges, taxes, rate etc., outgoings, auxilliary tank outgoings, etc. as mentioned in the bills presented by the Estate Manager to the Purchaser in order to enable the Estate Manager to pay the same on behalf of the Purchaser to the necessary parties. The Purchaser agrees that he/she/ they/it shall also in addition to the aforesaid pay to the Estate Manager on a quarterly basis co-ordinating fees (which shall be inclusive of accounting fees) at 15 percent of the bill amount and the Builders/Estate Manager, shall not be liable to render accounts in respect of such co-ordinating fees. The said amounts shall be payable by the Purchaser in advance for every quarter as per the aforesaid bills. The Builders/ Estate Manager, as the case may be, shall give consolidated account to the said Organisation, in respect of the amounts paid under this clause towards Building H and the said parking space, (if the same is under the stilt of Building H) when the charge of Building H and the said parking space as mentioned hereinabove is handed over to the said Organisation; to the Common Body of the Organisations of Building D, E, F, G and H in segment-2 in respect of the amounts paid under this clause towards parking spaces in/on the basement under the Building F, G and H/ area above the basement level of the Building F, G and H and other outgoings which are common to all the Buildings D, E, F, G and H in segment-2 when the charge of parking spaces in the basement under the Building F, G and H/area above the basement of the Building F, G & H, segment-2 is handed over to the Common Body of the Organisations of Building D, E, F, G and H in segment-2; to the Federation/ Organisation in respect of the amounts paid under this clause towards outgoings in respect of the said larger property when the charge of the said larger property is handed over to the Federation/ Organisation; to the Organisations/Federations of the aforesaid land as set out in clause 22(o) hereinabove and clause 13 in the third schedule hereunder written in respect of amounts paid under this clause towards auxilliary tank, when the charge of the auxilliary tank and the access road meant for auxilliary tank is handed over to the Organisations/ Federations of the aforesaid land. The Builders/Estate Manager shall not be bound or liable to pay the municipal property taxes, non-agricultural assessment charges, taxes, rate etc., and outgoings in respect of the said Premises, Building H, segment-2, the said larger property and auxilliary tank as referred to in clause 13(b) hereinabove and the said parking space unless all the purchasers of flats, units and premises in Building H and segment-2 and the said larger property, as the case may be, pay his/her/their respective proportionate share towards the municipal property taxes, non-agricultural assessment charges, taxes, rate etc., and outgoings as aforesaid. The Builders/Estate Manager, as the case may be, shall not be liable for any consequences that may ensue on account of payment of the municipal property taxes, non-agricultural assessment charges, taxes, rate etc., and outgoings not being made on account of the said reason or reasons beyond their control.

- 23(d) The Purchaser shall in addition to the amounts payable by the Purchaser as mentioned in clause 23(a)(i), (ii), (iii), (iv), (v), (vi), and (vii) herein be liable to pay the said taxes i.e. TDS, GST and/or any other taxes, cess, dues, duties, imposition, premium, surcharge, fees, levies or any other charges levied by State and/or Central government with interest and penalty, if any, as the case may be, (whether retrospective or prospective) in respect of any and all amounts including the purchase price paid/ payable by the Purchaser in terms of this Agreement or pursuant thereto. If the same are not paid as aforesaid, the Purchaser shall be liable to pay the same with interest, if

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the unutilized amounts from and out of the amounts mentioned in clause 23(a)(i), (ii), (iii), (iv), (vi) and (vii) towards the said taxes payable by the Purchaser and such directions by the Builders to the Estate Manager shall be binding on the Estate Manager and the Purchaser. In the event the said unutilized amounts are not sufficient to pay the entire said taxes payable by the Purchaser or the Builders do not adjust the said unutilized amount for payment of the said taxes payable by the Purchaser, then in that event, the Purchaser shall forthwith on demand pay to the Builders the amount payable by the Purchaser in order to enable the Builders to pay the same to the concerned authorities. The Purchaser confirms that adjustment by the Builders of the said unutilized amounts for payment of the said taxes as stated hereinabove will not absolve the Purchaser from making payments to the Estate Manager to meet the short fall in or the further amounts payable by the Purchaser under clause 23(a)(i), (ii), (iii), (iv), (vi) and (vii) hereinabove and the Purchaser shall pay the same without any protest and there shall be a charge on the said Premises for such unpaid amounts (without prejudice to any other rights that may be available to the Builders and/or the Estate Manager). Any such failure/neglect to pay shall be deemed to be a breach within the meaning and ambit of the provisions of Clause 13(a), 33(c) (i) and (ii) of this Agreement and the consequences for such breach as provided in this Agreement shall follow. The Purchaser hereby indemnifies and agrees to keep the Builders indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the Builders on account of the Purchaser failing to pay to the Builders on demand the amount payable by the Purchaser towards the said taxes as provided hereinabove.

- 23(e) Without prejudice to the above the Purchaser shall pay to the Estate Manager, as the case may be, interest at the prevailing rate of State Bank of India highest Marginal Cost of Lending Rate plus two percent during and for the period for which the payment of the aforesaid dues are delayed.
- 23(f) If the amount under any head shall fall deficient, (i) the Purchaser shall forthwith on demand pay to the Estate Manager, his/her/their/its proportionate share to make up such deficit and (ii) if the Builders are of the opinion that the maintenance of Building H and common infra in segment-2 and the said larger property and/or due payment of municipal property taxes, non-agricultural assessment charges, taxes, rate etc., and other taxes is suffering thereby, and there is any unappropriated amount under any other head, the Builders may at their sole discretion themselves or the Estate Manager on the directions of the Builders shall appropriate and utilise such amount for any of the other purposes referred in this Agreement and such directions by the Builders to the Estate Manager shall be binding on the Estate Manager and the flat, unit, premises purchasers and the concerned Organisation. The Builders shall give details/list of the defaulting members, if any, to the concerned Organisation/Federation. The concerned Organisation shall recover from its defaulting members/ purchasers, if any, the amounts or dues payable by them towards the aforesaid taxes, non-agricultural assessment charges, taxes, rate etc. and outgoings alongwith interest thereon and pay the same to the Builders/ Estate Manager, as the case may be.
- 23(g) The Purchaser hereby agrees that the Purchaser shall in addition to the amount mentioned in clause 23(a)(i) herein pay to the Estate Manager, such further ad-hoc amount as may be determined by the Builders/ Estate Manager on account of enhancement in the municipal property taxes due to the Purchaser letting, sub-letting and/or otherwise parting with possession of the said Premises to any third party. If the Purchaser fails to pay such further ad-hoc amount

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shall at their sole discretion be entitled to pay the same from and out of the ad-hoc amount mentioned in clause 23(a)(i) and/or utilise the said ad-hoc amount for payment of such municipal property taxes. The said obligations of the Purchaser and remedies of the Builders/Estate Manager shall be without prejudice to the other remedies available in law to the Builders. The Builders/Estate Manager shall not be liable for any consequences that may ensue on account of the Purchaser failing to make the payment towards the same as provided herein.

- 23(h) In the event of the Purchaser making any default in the payment of the outgoings, municipal property taxes, non-agricultural assessment charges, taxes, rate etc., other taxes, amounts and/or other payments payable under the terms and conditions of this Agreement, then Purchaser shall cease to be entitled to the use (and the Builders will in such event be entitled to take appropriate steps to stop the Purchaser from using) of the common infra, common areas, services, facilities, amenities till such time as he/she/they/it makes the payments together with interest thereon. If the default is for three months and in the event of the default continuing even after giving fifteen days notice in writing to the Purchaser calling upon him/her/they/it to make the payments such default shall be deemed to be a just and reasonable cause under Section 12A of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 to cut off or withhold any essential supply or service enjoyed by the Purchaser in respect of the said Premises, till such time as he/she/they/it makes payments of the said amounts together with interest thereon.
- 23(i) The Purchaser hereby confirms that the Builders, Owner and/or the Estate Manager shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Premises and/or Building H and/or segment-2 (or portions thereof) by the concerned authorities due to non-payment of municipal property taxes, non-agricultural assessment charges, taxes, rate etc, electricity bills and/or other dues etc. to the said authorities on account of default in making payments of the said municipal property taxes, electricity bills and/or other dues etc. by the Purchaser or other purchasers of premises therein and/or their failing to comply with their obligations under this Agreement.
- 24) The Purchaser agrees to pay the total consideration amount/purchase price and the other amounts including municipal property taxes, non-agricultural assessment charges, taxes, rate etc. and outgoings together with compensation, interest, the said taxes, if any, payable under the terms of this Agreement as and when it becomes due and payable. The Builders and the Owner and the Estate Manager are not bound to give any notice requiring any such payment and the non-receipt thereof shall not be pleaded as an excuse for non payment of any amount or amounts on the respective due dates. The Purchaser further agrees that all payments that may be made by the Purchaser in terms of this Agreement shall in the event that there is any outstanding interest payable by the Purchaser in terms of this Agreement, be first appropriated towards the said interest and the balance would be credited and appropriated towards the amount payable by the Purchaser.
- 25) The Builders and their Surveyors and Agents, with or without workmen and others, at all reasonable times be entitled, to enter into and upon the said Premises, Building H, segment-2 or any part thereof to view and examine the state and condition thereof and also for the purpose of repairing any part of Building H and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for the said Raheja Residency Building segment-2 and also for the purpose of cutting off the supply of water and other

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before and after execution of the Deed of Conveyance/ Transfer as mentioned herein and as the case may be. The Purchaser shall similarly permit the officials and workmen of the concerned authorities to enter into and upon segment-2 and the said Premises and Building H or any part thereof for any of the said purposes both before and after execution of the Deed of Conveyance/ Transfer as aforesaid. The Purchaser shall at his/her/their/its costs make good, within one month of the Builders giving a notice in writing, all defects, decays and wants of repairs in and to the said Premises of which such notice shall be given by the Builders to the Purchaser.

- 26) If the Government, Local Authority or any other Statutory Authority requires any additions or alterations in or about or relating to Building H to be carried out after the date of the Builders giving intimation that the Purchaser should take possession of the said Premises, the same shall be carried out by the persons who have purchased various premises in Building H and/or the said Organisation as may be formed of the holders of flats and other premises in Building H at his/her/their/its own costs and the Builders shall not be in any manner liable or responsible for the same.
- 27) Subject to the provisions of clause 14(a) hereinabove, the Builders shall be in possession of segment-2 and buildings thereon until execution of the Deed of Conveyance/ Transfer in respect thereof.
- 28(a) The Stamp Duty and Registration Charges of and incidental to this Agreement shall be borne and paid by the Purchaser. The Purchaser will lodge this Agreement for Registration with the Sub-Registrar of Assurances within Brihanmumbai and the Builders will attend the office of the concerned Sub-Registrar and admit execution of this Agreement after the Purchaser informs them of the number under which it is lodged for registration by the Purchaser.
- 28(b) Forwarding this Agreement to the Purchaser by the Builders does not create a binding obligation on the part of the Builders or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the payment plan and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Builders. If the Purchaser fails to execute and deliver to the Builders this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Builders, then the Builders shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.
- 29(a) All letters, circulars, receipts and/or notices issued by the Builders and despatched to the Purchaser by courier/registered post/ordinary post at the address known to them of the Purchaser will be a sufficient proof of the receipt of the same by the Purchaser and shall be a complete and effectual discharge to the Builders. For this purpose, the Purchaser has given the following address:

**Flat No. 1701, B Wing, Rushi Heights,  
Riddhi Garden, Film City Road,  
Malad (East), Mumbai-400 097.**

- 29 (b) It shall be the duty of the Purchaser and the Builders to inform each other of any change in

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- 29(c) That in case there are Joint Purchaser/s all communications shall be sent by the Builders to the purchaser whose name appears first and at the address given by him/her/itself/themselves which shall for all intents and purposes to consider as properly served on all the purchaser/s.
- 30(a) Any additional/new/increase in tax levied including but not limited to duties, charges, premium, levies, cess, surcharge, demands, welfare fund or any fund, betterment tax, transfer tax, turnover tax, GST, penalties etc. by the Central Government, State Government, local authority, revenue authority, any other authority, any Court, Judicial Authority, Quasi Judicial Authority by or under any Statute, Rule, Regulation, Notification, Order, Judgement, Executive Power etc. in force or levied prospectively or retrospectively on the development and construction of the said segment-2 and/or sale of the said Premises or the transaction envisaged herein etc. shall be the liability of the Purchaser and the Purchaser shall be liable to pay such taxes, charges, demands as and when demanded by the Builders provided that the Builders makes the demand in writing together with a copy of the notification, order, rule, regulation published/issued by the concerned Government/ local authority in that behalf. In case of delay in payment of such taxes by the Purchaser, the Purchaser shall be liable to pay such taxes described above along with the interest and penalty, if any, as may be levied by the concerned authority. The Builders shall have a right to withhold the possession of the said Premises until all the dues and taxes are paid by the Purchaser to the Builders/concerned Government/ local authority and the Purchaser shall not be entitled to sell or transfer the said Premises in any way until all dues in respect of the said Premises are fully paid. The Purchaser shall keep the Builders indemnified from all such liabilities. In the event the Builders are constrained to pay any such amount on account of delay or default on the part of the Purchaser, the Purchaser shall be liable to reimburse the same to the Builders together with penalty (if any) and interest at the rates set out in this Agreement, from the date of payment by the Builders till the date of reimbursement.
- 30(b) The Purchaser hereby agrees that in the event of any amount or additional amount becoming payable by way of non-agricultural assessment charges, taxes, rate etc., levy or premium or fire cess to the concerned Local Authority or to the State Government or any amount becoming payable by way of betterment charges and/or development charges and/or security deposit for the purpose of giving water connection, electricity or any other service connection and/or any other payments of a similar nature in respect of segment-2 described in the First Schedule hereunder written and/or Building H and/or the various premises to be constructed thereon and/or segment-2, the same shall be reimbursed within 15 (fifteen) days of demand, by the Purchaser to the Builders in the proportion in which the area of the said Premises shall bear to the total area of all the premises in Building H or in the Buildings in segment-2, as the case may be, and/or on such other basis as may determined by the Builders and in determining such amount, the decision of the Builders shall be conclusive and binding upon the Purchaser. The Purchaser agrees to pay either to the Builders or to the Estate Manager or to such entity as may be directed by the Builders such proportionate share of the Purchaser within 15 (fifteen) days of demand in that regard being made by the Builders.
- 30(c) The Purchaser hereby irrevocably authorizes and empowers the Builders to make representations by executing all necessary documents and forms as may required for procuring electricity connections and meter for residential use, from Adani Electricity Mumbai Limited/Tata Power Company Limited and/or any other service provider for the said Premises in the name of the Purchaser including property tax assessment of the said Premises in the name of the

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purpose of carrying out their development and construction of other portions of the segment-2 and the said larger property.

- 31) Any delay or indulgence by the Builders in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser shall not be considered as a waiver on the part of the Builders of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser and the same shall not in any manner prejudice the remedies of the Builders.
- 32) The Builders shall be entitled to alter the terms and conditions of the agreements relating to the other premises in the said Building/s and/or segment-2. The Purchaser herein shall agree to the exercise by the persons who acquire premises under such agreement of his/her/their/its rights under the same but the Purchaser herein shall have no right to require the enforcement thereof or any of them at any time.
- 33) The Purchaser himself/ herself/ themselves/ itself and its licensees with intention to bind all persons into whosoever hands the said Premises and the said parking space, as the case may be, may come, doth hereby further covenant with the Builders and the Owner as follows:
- (a) To carry out at his/her/their/its own costs all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which they were delivered by the Builders to the Purchaser.
  - (b) Not to use the said parking space for any purpose other than for parking a light vehicle/ two wheeler and not to enclose or permit the enclosing of the said parking space and also not to remove polycarbonate sheet at any point of time and/or enclose the same with any other thing including to put/fix collapsible grills/gates in and around the said parking space and to park such vehicle at his/her/their/its own risk.
  - (c) Not to store in the said Premises any goods which are of a hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of Building H or storing of which goods is objected to by the concerned local or other authority.
  - (d) Not to carry or cause to be carried heavy packages to the said Premises which may damage or are likely to damage the staircase, lift/s, common passages or any other structure of Building H, including entrances of Building H and in case any damage is caused to the ramps, basement, Building H or the said Premises or any portion thereof on account of the negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
  - (e) Not to do or permit to be done anything in, to or on Building H and/or the said Premises, elevation, balconies, niches, chajjas, flower beds, planters or chisel any of them and/or segment-2 which may be contrary to the rules and regulations and bye-laws, memorandum of Association and articles of association of the said Organisation and/or the Federation or concerned local authority or other public authority or change/alter or make additions in or to the said Building H and the said Premises, elevation, balconies, niches, chajjas, flower beds, planters or chisel any of them or any part thereof. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the Builders, said Organisation, Federation, concerned local authority and/or other public authority.
  - (f) Not to demolish or permit to be demolished the said Premises and the said parking space or any part thereof or chisel or in any other manner damage the columns, beams, plinth beams, slabs, or R.C.C. Partis or other structural members in the said Premises and the said parking space or damage the same in any manner, nor at any time to make or permit to be made any addition or alteration in the



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partitions, sewers, drains and pipes in the said Premises and appurtenances thereto in good tenable repair and condition and in particular so as to support shelter and protect the other parts of Building H and of the Building/basement in which the parking spaces are situated.

- (g) In case there shall be any damage to the adjoining premises or to the premises situated below or above, the said Premises (inclusive of leakage of water and damage to the drains) on account of any alterations made by the Purchaser in the said Premises (whether such alterations are permitted by the Builders, the said Organisation and/or concerned authorities or not) and on account of any act or omission of the Purchaser, the Purchaser shall at his/her/their/its own costs and expenses repair such damage (including recurrence of such damage).
- (h) Not to do or permit to be done any act or thing which may render void or voidable any insurance, if any, of any premises or any part of Building H and/or cause any increased premium to be payable in respect thereof and which is likely to cause nuisance or annoyance to users and occupiers of the other premises in Building H or in segment-2.
- (i) To observe and perform all the terms and conditions and covenants contained in this Agreement and also to abide by all the Bye-laws, Rules and Regulations of the said Organisation, Federation, Government, BMC, concerned Electric Supply Company and all other Local and Public Bodies and Authorities from time to time and attend to, answer and be responsible for all actions and violation of the terms and conditions and covenants or Bye-laws or Rules or Regulations and shall keep the Builders indemnified against any breach thereof by the Purchaser.
- (j) Not to discharge, dump, leave, burn and/or throw dirt, rubbish, rags, garbage or other refuse or permit the same to be done/thrown from the said Premises, in the compound/open areas of Buildings, chajjas, canopies or any portion of segment-2 and Building H, as the case may be. In case the Purchaser causes any obstruction or nuisance the Purchaser shall forthwith remove the same on being called upon to do so by the Builders/ said Organisation and the Federation and in the event that the Purchaser fails to remove the said obstruction, nuisance it may be removed by the Builders/ the said Organisation and/or the Federation at the costs and consequences of the concerned Purchaser.
- (k) The Purchaser and/or the said Organisation shall not put any boundary and/or demarcation or otherwise on any portion of segment-2 or any part thereof at any point of time.
- (l) The Purchaser shall not remove or affix grills / fixtures on the exterior of Building H or cause any obstruction of any nature whatsoever and the Purchaser shall forthwith remove such grills, fixtures, obstructions and shall be liable to pay a fine of Rs.1,00,000/- (Rupees One Lac only) to the Builders.
- (m) The Purchaser shall not do either by himself/itself or any person claiming through the Purchaser anything which may or is likely to endanger or damage Building H or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in Building H. 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 Building H. If the Purchaser commits default of this sub-clause then the Purchaser shall immediately take remedial action and shall also be liable to pay to the Builders penalty of Rs.25,000/- (Rupees Twenty Five Thousand Only) on each occasion on which the Purchaser or any person on his/her/their behalf commits default of this sub-clause.
- (n) The Purchaser shall not display at any place in Building H any bills, posters, hoardings, advertisements; name boards neon signboards or illuminated signboards. The Purchaser shall not stick or affix pamphlets, posters or any paper, paint, placard, notice, flag-staff, television or wireless

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- be liable to pay to the Builders a penalty of Rs.50,000/- (Rupees Fifty Thousand Only) on each occasion on which the Purchaser or any person on his/her/behalf commits default of this sub-clause.
- (o) The Purchaser shall not let, sub-let, transfer, sell, assign, alienate or part with his /her their/ its interest or benefit factor of this Agreement or the said Premises or part with the possession of the said Premises or any part thereof until all the dues and the said taxes and charges payable by the Purchaser from time to time under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has obtained permission in writing of the Builders for the purpose and have done Police verification of the Licensee/Lessee, if the said Premises is let, sub-let. Further, such transfer shall only be in favour of such transferee as may be approved by the Builders. In the event of any contravention of what is stated hereinabove in this sub-clause the Builders shall be entitled (but not bound) at their option to terminate this Agreement or invoke the provisions of sub-clause 33(r)(i) and (ii) hereof and/or to treat any person who is placed in possession of the said Premises as a trespasser and to deal with him accordingly including without prejudice to charge compensation from the Purchaser/ the said person on account of such breach.
- (p) To give all facilities, assistance and co-operation as may be required by the Builders and/or the said Organisation and the Federation and/or the owners/holders for the time being of any premises and parking spaces in segment-2, from time to time and at all times hereafter, to maintain, repair, renovate and/or replace any common area, facility, amenity, service line and other facilities such as electric cables, water lines drainage lines, telephone cables, services etc. and infrastructure of and/or relating to any of the Buildings in which the parking spaces are situated and any of the Building/s or premises to be constructed on segment-2, larger property, neighbouring properties as mentioned in clause 22(a) herein and the properties falling in Survey No. 239 of Malad and other neighbouring properties (passing through, under, along and/or above any portion of the said segment-2) including by temporarily suspending (if necessary) the use, occupation and/or enjoyment of the rights (if any) that may have been granted by the Builders (such as for parking vehicles, enjoying any particular open, enclosed space etc.) for such period/s during which the maintenance, repairs, renovation and/or replacement is being carried out; the Purchaser will not be entitled to seek any rebate and/or compensation for or in respect of the same nor do any act whereby the said service lines and/or facilities are damaged.
- (q) The purchasers/holders of flats, parking spaces and other premises and spaces in the said Raheja Residency Buildings i.e. Buildings D, E, F, G and H on segment-2, segment-2, larger property constructed thereon and the Organisations and the Federation shall not do or omit, suffer or permit to be done any act, deed, matter or thing in relation to segment-2, larger property and/or the Buildings thereon or any portion/s thereof which may or is likely to in any manner affect, prejudice or jeopardise the development rights held by the Builders and/or the F.S.I, TDR FSI, fungible FSI, incentive FSI, premium FSI, fungible areas, FSI free areas, additional/increase in FSI, TDR FSI, and/or other benefits and entitlements, layout, plans, orders and/or permissions and sanctions pertaining to the entire segment-2, larger property or pertaining (in common) to segment-2, larger property or which may in any manner cause any damage or injury to the rights and interest of the Builders and respective developers and/or the persons who have purchased hold flats, parking spaces and other premises and spaces in the said Raheja Residency Buildings i.e. Buildings D, E, F, G and H on segment-2, segment-2, larger property thereon and/or in

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stipulations the Purchaser shall be liable to pay to the Builders such compensation as may be reasonably determined by the Builders; in the event of non-compliance by the Purchaser with the said notice the Builders shall, in addition to the other remedies available to the Builders be entitled to terminate this Agreement and prevent the Purchaser from use of the common infra, common services, facilities, amenities etc. in Building H, segment-2.

- (r) (ii) The Purchaser herein agrees that on termination of this Agreement as stated in the aforesaid sub-clauses all the right, title and interest of the Purchaser in the said Premises shall cease and the Purchaser shall thereupon have no right, title or interest in the said Premises and shall also be liable for immediate ejectment as a trespasser. In that event the provisions of clauses 11A and 11B herein above regarding sale of the said Premises and refund of the amounts as specified in the said clause, shall be applicable provided further that the Purchaser shall continue to be liable for payment of municipal property taxes, non-agricultural assessment charges, taxes, rate etc., outgoings, interest etc. as specified in this Agreement or in law till such time as he/she/they/it accepts such termination and possession of the said Premises is handed over to the Builders.
- (s) To bear and pay (including increase) in municipal property taxes, non-agricultural assessment charges, taxes, rate etc., local taxes, water charges, insurance, expenses, charges and such other levies, if any, which are imposed by the concerned Local Authority and/or Government and/or other Public Authority and/or service providers, including on account of change of user of the said Premises by the Purchaser and/or on account of any violation of any laws, rules, regulation etc. by the Purchaser in respect of the said parking space.
- (t) It is clearly understood and agreed by and between the parties hereto that the Builders shall be entitled to put up in any portion of segment-2 (other than the plinth area of the said Building/s) any structures, sheds, huts or other enclosures, whether of masonry walls, wood, mud, metal or any other material whatsoever, for use as a dwelling for workmen or labourers or staff engaged in matters relating to the construction and development of the said Raheja Residency Buildings i.e. Buildings D, E, F, G and H on segment-2 and/or for storage of material till such time as the entire the said Raheja Residency Buildings i.e. Buildings D, E, F, G and H on segment-2 have been completed. The Purchaser and/or Organisation shall not object to the above on the grounds of inconvenience or nuisance or any other grounds whatsoever.
- (u) The said Organisation shall not issue any Share Certificate to any member without obtaining from the Builders their No Objection Certificate certifying that no outstandings/ dues are payable by such member to the Builders and/or the Estate Manager if the said Organisation issues Share Certificate/s without adhering to or abiding by the aforesaid condition, the said Organisation shall be responsible and liable to pay the outstandings/ dues of the said member, together with interest as may be applicable, to the Builders and/or to the Estate Manager, as the case may be.
- (v) The Purchaser herein agrees that if the Purchaser is a legal entity then the Purchaser shall cause the said Premises to be used at a time only for the bonafide residence of its Director/Partner/ Trustee/Employee and their families and not for any other purpose.
- (w) The Purchaser shall observe all the laws as applicable from time to time with regard to the transaction being the subject matter of this Agreement.
- (x) Not to make any changes to the common area/lobby and structural changes in the said Building; not to relocate brick walls onto any location which does not have a beam to support the brick wall; not to change the location of the plumbing or electrical lines (except internal extensions); not to

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the said segment-2 and/or the said larger property (or any part thereof) for the purposes of showing any unsold flats/units to prospective purchasers or brokers and/or showing the said Building/ said segment-2 to Investors or other third parties and/or in general for any marketing, promotional, photographic or other legitimate purpose of the Builders including carrying out of development and/or construction of Building/s in the said larger property as contemplated herein. In case the Purchaser, directly or indirectly, breaches this undertaking, he/she/they/it shall be liable to pay to the Builders an amount equal to 0.5 percent of the total purchase price/the said Consideration of the said Premises (as referred to in this Agreement) per obstruction per day and the Builders shall have a lien over the said Premises till the said amount is received by the Builders from the Purchaser.

- (z) The Purchaser agrees and acknowledges that the sample flat/unit constructed by the Builders and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of showcasing the flat/unit and the Builders are not liable/required to provide any furniture, items, electronic goods, amenities etc. as displayed in the sample flat/unit, other than as expressly agreed by the Builders under this Agreement.
- (aa) The representations made by the Purchaser, and set out in the recitals of this Agreement, shall be a part of these covenants on the part of the Purchaser and that the Purchaser agrees and covenants to be bound therewith.
- 34(A) The Purchaser hereby indemnify and keep the Builders, its directors, officers, employees, successors and assigns indemnified from and against any claim or demand of whatsoever nature and howsoever made by any person or party whatsoever and from and against all actions and proceedings which any person or persons whatsoever may take against them (whether during the subsistence of this Agreement or thereafter) (i) arising out of any act, deed, matter and/or thing done or caused to be done, omitted or suffered by the Purchaser in the course of the performance of his/her/their/its obligations under this Agreement and/or (ii) due to or as a result of non-observance and/or non performance by the Purchaser of any of the terms, conditions and provisions of this Agreement including those set out in the Third Schedule hereunder written and against all costs, charges and expenses which the Builders, its successors and assigns may incur as a result of any such claim, demand, action and/or proceeding and also from and against all losses and/or damages which they may suffer for the reasons aforesaid.
- 34(B) The Purchaser agrees and undertakes to make good at its own cost and expense any loss or damage caused to the said Building/segment-2, or any part or portion thereof on account of anything done in or to the said Premises by the Purchaser, his/her/their/its heirs, executors and administrators including occupiers, visitors into the said Premises and shall indemnify and keep indemnified the Builders, its directors, officers, employees etc., against the aforesaid.
- 34(C) The Builders hereby represent and warrant to the Purchaser as follows:
- i) The Owner has clear and marketable title with respect to the said segment-2 as declared in the title report annexed to this Agreement and the Builders have the requisite rights to carry out development upon the said segment-2 and also have actual and physical possession of the said segment-2 subject to the proceedings adopted and initiated by the Owner and others in respect of the said larger property as declared in the title report/certificate of title annexed to this Agreement (being Annexure 'D' hereto).
  - ii) The Builders have obtained requisite approvals from the competent Authorities and accordingly have completed the

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- iv) There are no litigations pending before any Court of law with respect to the said larger property except those disclosed in the certificate of title annexed to this Agreement;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the said Building H and the land underneath Building H are valid and subsisting and have been obtained by following due process of law.
- vi) The Builders have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii) The Builders have 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 land underneath the said Building H and/or the said Premises which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii) The Builders confirm that the Builders are not restricted in any manner whatsoever from selling the said Premises to the Purchaser in the manner as contemplated in this Agreement.
- ix) The Builders have 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 land underneath the said Building H to the competent Authorities till the maintenance of Building H is handed over to the Organisation of Building H subject to receipt of payments from the flat purchasers to that effect as stipulated herein;
- x) 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 underneath the said Building H) has been received or served upon the Builders in respect of the said land underneath the said Building H except those disclosed if any, in the certificate of title annexed to this Agreement.
- 35) The Builders have informed the Purchaser and the Purchaser is aware that the Builders have retained to themselves the exclusive right of providing T.V. Cable and dish antennae net work in the Building/s constructed /to be constructed on segment-2/ including Building H. The aforesaid rights are retained by the Builders to themselves permanently and they shall be entitled to deal with and dispose of and/or assign the said rights in favour of such person or body corporate as the Builders may determine save and unless the Builders relinquish the said rights. The consideration received for such assignment shall belong to the Builders alone. In view thereof none of the occupant/s/ purchasers of premises in Building H shall have a right to obtain T.V. Cable and dish antenna net work facilities either alone or jointly with others through any other agents but shall obtain the T.V. Cable and dish antennae facilities from the Builders/ the assignee of the Builders save and except in the case of relinquishment as aforesaid. The Purchaser and/or occupants of flats, premises and/or Organisations, Federation shall pay the charges [including deposits] as may be charged by the Builders and/or such assignee as aforesaid for availing the transmission facilities to be provided for T.V. Cable and dish antennae facilities and net work as aforesaid and shall give to them all necessary co-operation for enabling them to install, maintain and repair the equipment therefor and shall not be entitled to charge the Builders and/or their assignee as aforesaid any amount for the said rights or incidental thereto. The Builders/ the assignee of the Builders shall not be responsible and/or liable to pay any compensation if the

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- 36(a) Notwithstanding anything contained herein, the Purchaser, Organisation of purchasers of the said Building H, Federation/Apex Body hereby irrevocably confirm and agree that they shall not demand the execution of the Deed of Conveyance/Transfer/Deeds of Apartment, as the case may be, as stipulated herein from the Builders till the Purchaser, Organisation of purchasers of the said Building H, Federation/ Apex Body, as the case may be, have cleared all their respective outstanding amounts including outgoings towards common infra due and payable by them to the Builders and/or the Estate Manager. The Purchaser, Organisation of purchasers of the said Building H, Federation/Apex Body shall clear all their respective dues including outgoings towards common infra before execution of the Deed of Conveyance/Transfer/Deeds of Apartment, as the case may be.
- 36(b) The Builders may entrust to the Estate Manager the work of preparation, approval, engrossing, stamping, execution and registration of the bye-laws, Memorandum of Association and Articles of Association in connection with the formation and registration of the Federation and the concerned Organisation, the Declaration under the Maharashtra Apartment Ownership Act and Conveyance/ transfer of title and any other documents required to be executed by the Owner and/or the Builders (as the case may be) and/or by the Purchaser in pursuance of this Agreement for transferring the title in respect of the said larger property and/or the Building/s or the premises as stated herein. All costs, charges and expenses in connection with the said work and the stamp duty and registration charges on the said documents as well as the entire professional costs of the Advocates of the Builders in respect thereof shall be borne and paid by the Federation/ concerned Organisation or proportionately by the members of the Federation/ concerned Organisation/ the Purchaser. The Builders and/or the Owner shall not be liable to contribute anything towards such expenses. The Purchaser shall on demand and as may be directed by the Builders pay to the Builders or to the Estate Manager his/her/their/its proportionate share in regard to the above. The amount payable under this clause is in addition to the amount as mentioned in clause 23(a)(v) above. The Purchaser shall if so required by the Builders keep an interest free deposit of the Purchaser's said share with the Builders/ Estate Manager at the time of taking possession of the said Premises so that the said amount are available for utilisation by the Builders/Estate Manager as and when required.
- 36(c) At the time of registration of Conveyance/transfer of title of the structure of the said Building H (excluding the structure of the basement under Building F, G & H), the Purchaser shall pay to the Builders, the Purchaser's share of stamp duty and registration charges payable, by the said Organisation or Limited Company on such Conveyance/transfer of title or any document or instrument of transfer in respect of the structure of the said Building H as stated herein. At the time of registration of Conveyance/transfer of title of the said larger property, the Purchaser shall pay to the Builders, the Purchaser's share of stamp duty and registration charges payable by the said Apex Body or Federation on such Conveyance/ transfer of title or any document or instrument of transfer in respect of the said larger property to be executed in favour of the Apex Body or Federation/Organisation/s as stipulated in Clause 20 hereinabove.
- 37) It is agreed that in case there is a delay on the part of the Owner in refunding to the Purchaser any amounts that may become payable by the Owner to the Purchaser on account of the cancellation/ termination of this Agreement, then and in that event the Builders may refund the said amounts to the Purchaser on account of the Owner.
- 38) All further payments, required to be made to the Builders and/or the Estate Manager, as and when required, shall be made by the Purchaser, Organisation of purchasers of the said Building H, Federation/Apex Body, as the case may be, before the execution of the Deed of Conveyance/Transfer/Deeds of Apartment, as the case may be.

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letter-head/receipt form and signed by an authorised signatory. All receipts issued shall be subject to realisation of cheque/s.

- 39) Though the Owner is a party to this Agreement it is clarified, confirmed and agreed as essential terms and conditions of this Agreement that -
- (a) The Builders and the Owner are independent contracting parties (on principal to principal basis) in this Agreement.
  - (b) The responsibility of construction and completion of Building H is of the Builders alone.
  - (c) The Owner is represented herein by Mr. Sandeep G. Raheja under the powers entrusted to him vide power of attorney dated 2<sup>nd</sup> January, 1995 and referred to in the certificate of title Annexure 'D' hereto.
  - (d) The only obligation of the Owner under this Agreement shall be to deliver formal/ juridical possession of the said larger property and transfer the title thereto in accordance with the law as provided in this Agreement provided however that the said obligation of the Owner shall be subject to the Owner having received the minimum amounts receivable by him under the said Agreement between the Builders and the Owner.
  - (e) Physical possession of segment-2 will be delivered by the Builders.
- 40) Notwithstanding what is stated herein, the parties hereto declare that this Agreement is an Agreement for Sale of the said Premises and not a construction agreement and/or works contract and/or service contract as the property in Building H shall vest only with the Builders and the same shall pass on to the purchaser/s only on the execution of Deed of Conveyance/Transfer as mentioned in Clause 20(d) & 20(e) hereinabove.
- 41) The Purchaser hereby irrevocably records, declares and confirms that the Purchaser has/ have understood the provisions, terms and conditions of this Agreement and the rights reserved by the Builders under this Agreement including, in respect of Building H, other buildings, structures constructed/ to be constructed on segment-2 and the said larger property etc.
- 42) The Purchaser hereby further records, declares and confirms that the Purchaser has inspected the certificate of title (being Annexure D hereto) and is aware of the acts and the proceedings adopted and initiated by the Owner and others in respect of the said larger property as mentioned therein. The Purchaser hereby declares that the Purchaser has decided/agreed/ negotiated for the purchase of the said Premises after due consideration of the issues arising from the aforesaid and knowing full well the implications thereof and that the Purchaser shall not raise any requisitions in title hereafter.
- 43) It is agreed that all disputes and differences of whatsoever nature or kind which may arise between the parties hereto during the subsistence of this Agreement or thereafter concerning the interpretation of this Agreement or any act, matter or thing required to be done or any payment to be made or received by either party or any matter on which the parties have acted or any other act, matter or thing in any manner touching or relating to this Agreement shall be referred to arbitration provided that the parties thereto shall in the first instance initiate conciliation proceedings with regard to the said disputes and differences. The said conciliation and arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and the reference shall be subject to a sole arbitrator/ conciliator to be appointed by the parties from out of a panel of Advocates and/or Solicitors and/or retired Judges suggested by the Builders. The said person/s, so appointed by the parties as an Arbitrator in respect of the said disputes or differences, shall in

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payable under this Agreement and/or to refrain from complying with his/her/their/its obligations under this Agreement. It is within the contemplation of the parties hereto that there can be more than one arbitration proceeding under the provisions of this clause. The Arbitration/Conciliation shall be held at Mumbai and shall be subject to the sole jurisdiction of civil courts at Mumbai.

- 44) This Agreement is the sole repository of the terms and conditions governing the sale of the said Premises to the Purchaser and overrides, supersedes, cancels all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Builders in any documents, brochures, hoardings, newspapers, periodicals, etc. and/or through any other medium hereinbefore agreed upon between the Builders and the Purchaser which may in any manner be inconsistent with what is stated herein.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

ALL that piece or parcel of the said land admeasuring approximate 11680 square metres or thereabouts designated as segment-2 being a portion of the said larger property bearing C.T.S. No. 827A/1A of Village Malad (East), Taluka Borivli, in the Registration Sub-district and District of Mumbai Suburban, within Brihan Mumbai and bounded as follows: that is to say on or towards:

- THE NORTH : Other segment/s i.e remaining portion of C.T.S. No.827A/1A  
 THE SOUTH : Partly by C.T.S. No. 688 Partly by remaining portion of C.T.S. No. 827A/1A i.e. segment-1  
 THE EAST : Road  
 THE WEST : Partly by C.T.S. No. 692A/1/1A  
 Partly by C.T.S. No. 688

**THE SECOND SCHEDULE ABOVE REFERRED TO :**

1. Decorative entrance hall in Building H.
2. Ceramic/Vitrified tiles flooring for hall, bedrooms, kitchen and passage with 4" high skirting.
3. Ceramic/Vitrified tile flooring in toilet.
4. Door height ceramic tiled dado in toilet.
5. Raised platform finished in granite with stainless steel sink in kitchen.
6. Concealed electrification with copper wiring.
7. Telephone and T.V. point in hall and master bedroom.
8. Concealed plumbing in Toilet with hot and cold water arrangement in tap and shower.
9. Aluminium /Anodised windows.
10. Plastic/Luster paint from inside of flat and cement paint to exterior.
11. Brass oxidised fittings to doors.
12. Three elevators in Building H.

The aforesaid fixtures, fittings and amenities shall be subject to such variation thereto as the Builders may in their absolute discretion determine provided however that the said fixtures, fittings and amenities shall not be downgraded by the Builders.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

(Terms, conditions and covenants binding on and to be observed by the Purchaser/ Organisations formed of the purchasers/Federation).

1. Refuge area will be on a portion of the 7<sup>th</sup> & 14<sup>th</sup> floor of Building H. The Purchaser/s has/have



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- b) The refuge area shall not be allotted to any individual member and the same will remain accessible to all occupants of Building H and the Fire Brigade Department/ other Organisations at the time of fire or any other emergency. The refuge area shall not be used for any other purpose and shall be kept free of encroachments at all times.
- c) Drinking water facility shall be provided and maintained at all times.
- d) The purchasers and the Co-operative Society/ Limited Company/ Organisation formed by them shall duly observe and comply with the above requirements and the Regulations / Circulars etc. made and issued by the Chief Fire Officer or BMC and authorities concerned therewith to that effect from time to time and be responsible for the compliance of the same.
2. Internal roads, access roads, pathways, driveways, ramps, basement, open spaces in segment-2 (other than portion/s thereof specifically sold/ given for the exclusive use and benefit of the purchasers thereof or the holders of premises in any Building/s including the right to use given of parking spaces) will be common to and serve such Buildings in segment-2 as may be decided by the Builders.
3. Drainage/sewerage lines, electric cables, telephone lines, storm water drains, other pipes, cables, wires etc. and other service lines serving various Buildings in segment-2 will run under, across or over the open areas, access roads, internal roads, pathways, driveways including in the area on, above or below the ramps, basement as may be decided by the Builders.
4. Drainage lines of the proposed buildings in segment-2 will be laid as may be determined by the Builders and the same shall be subject to change. The respective owners/ occupiers of segment-2 will be required to contribute and bear the costs of maintenance and repairs of such common drainage line/s.
5. The Purchaser will be obliged, as and when required, to contribute proportionately towards the costs of maintenance, repairs, renovation and/or replacement of the common services, facilities, amenities etc. in segment-2 including (a) common internal/access roads pathways/ driveways, (b) entrance gates and other gates, ramps, basement (c) common walls, (d) street lights, (e) watchman's cabin, (f) gardens and recreation areas and other common open spaces, (g) water mains/ water supply, (h) common antennae (if any), (i) electric cables and poles, (j) storm water drains, drainage/sewerage lines, sewerage treatment plant, auxiliary tank, sullage tanks with pumps, common pipes, cables, wires etc. and the said access road (k) any other common activities, as are common to Building H and/or the other Building/s in segment-2/ larger property. The contributions towards municipal property taxes, non-agricultural assessment charges, taxes, rate etc. and all the other outgoings as stated in the body of this Agreement in respect of Building H/ buildings/ segment-2/ the said larger property shall at any given time be payable only by the persons who have till then been given intimation to take possession of the flats, units and premises agreed to be purchased by them in Building H/ the said Raheja Residency Buildings/ other buildings in segment-2/ the said larger property, as the case may be. The said proportionate contribution shall be calculated on the basis of the respective carpet areas of the concerned flats, units, premises, spaces in respect of which the Occupation Certificate have been received from the BMC and/or intimation to take possession whereof has been given by the Builders.
6. The Purchasers/holders of flats, parking spaces and other premises and spaces in segment-2/ various Buildings constructed thereon shall ensure that:-
- a) the rights expressly reserved by the Builders for their benefit or for the benefit of flatholders/

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holders of flats, parking spaces and other premises and spaces in segment-2/ Buildings thereon and/or their successors in title/assigns ;

- b) The portion/s of segment-2 and/or other areas, premises and spaces as are/may be sold/given for the exclusive use and benefit of the purchasers thereof or the holders of premises in segment-2 or any other person/s are assured unto and are forever available for exclusive use, occupation, possession and enjoyment by such persons/ owners, subject however to the right of the owners/ holders of other premises on segment-2 or the Organisations and/or Federation to have such access as shall be necessary to such portion/s limited for the purpose of maintaining, repairing, renovating and/or replacing any service lines and/or other infrastructure of or relating to the other Building/s in segment-2, if any, passing through, under, along or above such portion/s and subject to free and unobstructed movement of vehicles relating to emergency services;
7. The Builders shall be entitled, at their entire discretion, to connect or permit the connecting of the drainage, sewerage, electric supply, water supply, T.V. cables and antennae, other cables, pipes, wires etc. and/or other service lines/ infrastructure of the balance areas of segment-2 and/or the lands adjoining thereto to the drainage/ sewerage, electricity, water supply, antennae, cables, pipes, wires etc. and of other service lines in segment-2 and to retain rights of easement and full and free access over, in or to segment-2 or any portion/s thereof for themselves and/or their nominees/ assigns and/or to grant any such rights to neighbouring properties in common with the persons having an interest in the concerned Buildings in segment-2.
8. The gates marked as G5 and G6 on the plan A annexed hereto will serve as an entry as well as exit in common to the said Raheja Residency Buildings i.e. Building D, E, F, G & H on segment-2 and the basement and the parking spaces in the basement through the ramps shown hatched brown on the Plan Annexure A hereto in segment-2. The open space of Building D at south side and the open space of the Building E at north side earmarked as "Driveway" as shown hatched brown on the Plan Annexure A hereto shall always be used as driveway for Buildings F, G & H in segment-2. The purchasers of flats/units of Building D and Building E have confirmed in their respective Ownership Agreement/s that they and the Co-operative Society/ Limited Company that may be formed of the said Building D and Building E shall always keep the said driveway unobstructed for to and fro movements of vehicles for all times to come
9. If the segment-2 is not subdivided from the said larger property as stated herein, then the purchaser/s of flats, units, premises etc. in segment-2 shall be entitled to have access, use etc. to the common recreation areas marked as 'R.G.2' and 'R.G.1' in common with others subject to the timings and rules and regulations of the Builders/Estate Manager and thereafter, of the Federation, when the charge of the said common recreation areas is handed over to the Federation. The entry and exit to the common recreation areas marked as 'R.G.2' and 'R.G.1' shall be either through the open areas of the concerned segment, where "R.G.2" and 'R.G.1' will be located, or through specific pathway as may be decided by the Builders in that behalf.
10. (i) The common recreation areas/gardens for the said larger property are as earmarked 'R.G.1', 'R.G.2' and 'R.G.3'. The said common recreation areas/gardens shall be developed by the Builders or other division of Ferani Hotels Private Limited in phases by the time of completion of the entire project on the said larger property. The use of the said common recreation areas/gardens etc. shall be subject to rules and regulations framed by the Builders/Estate Manager/Ferani Hotels Private Limited and thereafter of the Federation when the charge of the common areas/gardens is handed over to the Federation.

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any event the said Club House Complex shall be made operational/ available for use by the Builders at its discretion either before or after 600 (six hundred) numbers of the purchaser/s of flats, units, premises etc. in the said larger property become members of the said Club House Complex by making payment/s of non-refundable one time membership fees, ad-hoc amounts, sinking fund, lump sum amounts, maintenance charges, charges for repairs, replacement, renovation etc. and executing separate agreement/document/writing recording the terms and conditions of use by them of the said Club House Complex and facilities. The Purchaser has informed the Builders that the Purchaser is desirous of becoming the member of the Club House Complex subject to its being constructed and made operational and has accordingly requested the Builders that the Purchaser is ready to execute the Agreement to that effect with the Builders contemporaneously or soon after the execution of this Agreement. The Purchaser shall, subject to the said Club House Complex being constructed and becoming operational be entitled to use the said Club House Complex and its facilities and the said land earmarked as "R.G.3" in terms of the said Agreement to be executed between the Builders and the Purchaser in respect thereof. The facility for use of the Club House Complex (when ready) and the land earmarked as 'R.G.-3' shall be subject to the rules and regulations as may be framed by the Builders. Access to and the facility for the use of the said Club House Complex (when ready) shall be regulated by the Builders so that such access and facility may be permitted to the members, who have paid all dues from time to time under these presents, other agreements, writings, documents etc. .

- (iii) The portion earmarked as 'R.G.1' being a part of recreation areas of the said larger property is having uneven topography (i.e. located on a higher level) due to which the said recreation area would be utilized by the Builders for suitable landscaping and greenery and the said landscaping and greenery shall be done on the said R.G.1 by the time the entire project is completed.
- (iv) The Common recreation areas/gardens etc. shall, subject to what has been stated hereinabove, be used and maintained by the purchasers of flats, units, premises and spaces of the buildings in the said larger property including the purchasers of the flats, units, premises, spaces in the said Raheja Residency Buildings, in segment-2 and all such purchasers shall contribute proportionately towards the cost of maintenance and management of the common recreation areas/gardens etc.; the areas of only such of the flats, units, premises, spaces in respect of which intimation to take possession whereof has been given to the concerned purchasers by the Builders shall be taken into consideration while arriving at the proportionate contribution of the concerned purchasers towards the cost of maintenance and management of the common recreation areas/gardens etc. Notwithstanding anything contained hereinabove, the Purchaser hereby agrees and confirms that if the proposed Club House Complex is put up on a portion of the land earmarked as "R.G.-3", then the provisions/conditions for use of the land earmarked as "R.G.-3" and the facilities of the Club House Complex (when ready) shall be subject to the execution of the separate agreement, document, writings recording terms and conditions of such use including the making of payment towards the non-refundable membership fee, ad-hoc amount, subscription, maintenance charges, sinking fund etc. and rules and regulations as stipulated in sub-clause (ii) hereinabove, and not otherwise.

11. The areas shown verged dotted magenta on the plan Annexure "A" hereto and/or any other area, in segment-2 shall be used for the construction of electric sub-station/s by the Builders for buildings in the said larger property and/or other buildings in the adjoining lands as may be determined by the Builders, other Authority or electricity supplying companies/agencies and the

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12. The Purchaser shall not alter and/or enclose and/or change the user of the flower beds and planters on any ground whatsoever.
13. Auxilliary tank located on a portion of the said larger property to serve all the Building/s, structure/s on the said larger property and the land bearing CTS Nos. 827 A/1C/1C, 827 A/1C/1B, 827 A/1C/1A and also such of the Building/s, structure/s on the land bearing CTS No. 827A/4A/1 as the Builders may determine at their absolute discretion (the said larger property and the said land bearing CTS Nos. 827 A/1C/1C, 827 A/1C/1B, 827 A/1C/1A, 827A/4A/1 are hereinafter collectively referred to as 'aforesaid land'). The said Auxilliary tank and (its ancillaries such as pumps and pipes, lights, fittings, fixtures etc.) as well as the exclusive access road meant for the said auxilliary tank shall be used in common and shall be jointly maintained, managed and operated by the various Organisations/ Federations that may be formed of the Building/s/structures on the aforesaid land. The said Organisations/Federations (and till the formation thereof the concerned Societies/flat/unit holders on the aforesaid land) shall be liable to bear and pay the expenses and other outgoings with regard to the maintenance, management, operation and other works related to the said auxilliary tank and its ancillaries and the said access road meant exclusively for the said auxilliary tank in proportion to the area of the concerned buildings/units/flats of the concerned Organisations /Federations /Societies/purchasers on the aforesaid land provided however that the area of only such of the flats, units, premises and spaces in respect of which possession has been given to the concerned purchaser by the Builders shall be taken into consideration while arriving at the total area of the said buildings for ascertaining the proportionate contribution as aforesaid. The said Organisations/ Federations/ Societies/ purchasers of the buildings /units /flats /premises on the aforesaid land shall have a right in common with others to access through the said access road meant exclusively to reach the said auxilliary tank; the said right shall become effective only after the Builders/Estate Manager have handed over the maintenance of the said auxilliary tank and the exclusive access meant for it to the Organisations/Federations of the aforesaid land. The said Conveyance/Transfer of title of the said larger property/segment/s, to be executed as herein mentioned shall contain appropriate provisions, covenant safeguarding the rights of the various purchasers of flats/units/premises on the aforesaid land and also of the Organisations/ Federations that may be formed of the Building/s on the aforesaid land with regard to the said auxilliary tank and the access meant exclusively for the same. The Purchaser hereby expressly/irrevocably consents to the aforesaid understanding.
14. The basement under Building F, G and H in segment-2 is having interalia provisions for parking spaces and for passage of service lines and other infrastructure for the said Raheja Residency Building/s i.e. Buildings D, E, F, G, and H on segment-2 constructed/ to be constructed and for the other Building/s in adjoining segments and other development to be carried out by the Builders. The UG tank, pump rooms, Fire Fighting tank of Building D and E of segment-2 are located in/under the basement of Building F, G and H of segment-2.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

Residential Flat No.1902 admeasuring 62.89 square metres carpet area, on the 19<sup>th</sup> floor of the Building H constructed on a portion of segment-2 more particularly described in the First Schedule hereinabove written, is bounded as under that is to say on or towards:

THE NORTH : Partly by Portion of CTS. No. 827A/1A and

Specimen Copy  
Draft without Prejudice

THE WEST : Partly by Flat No. 1901 and  
Partly by Corridor

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

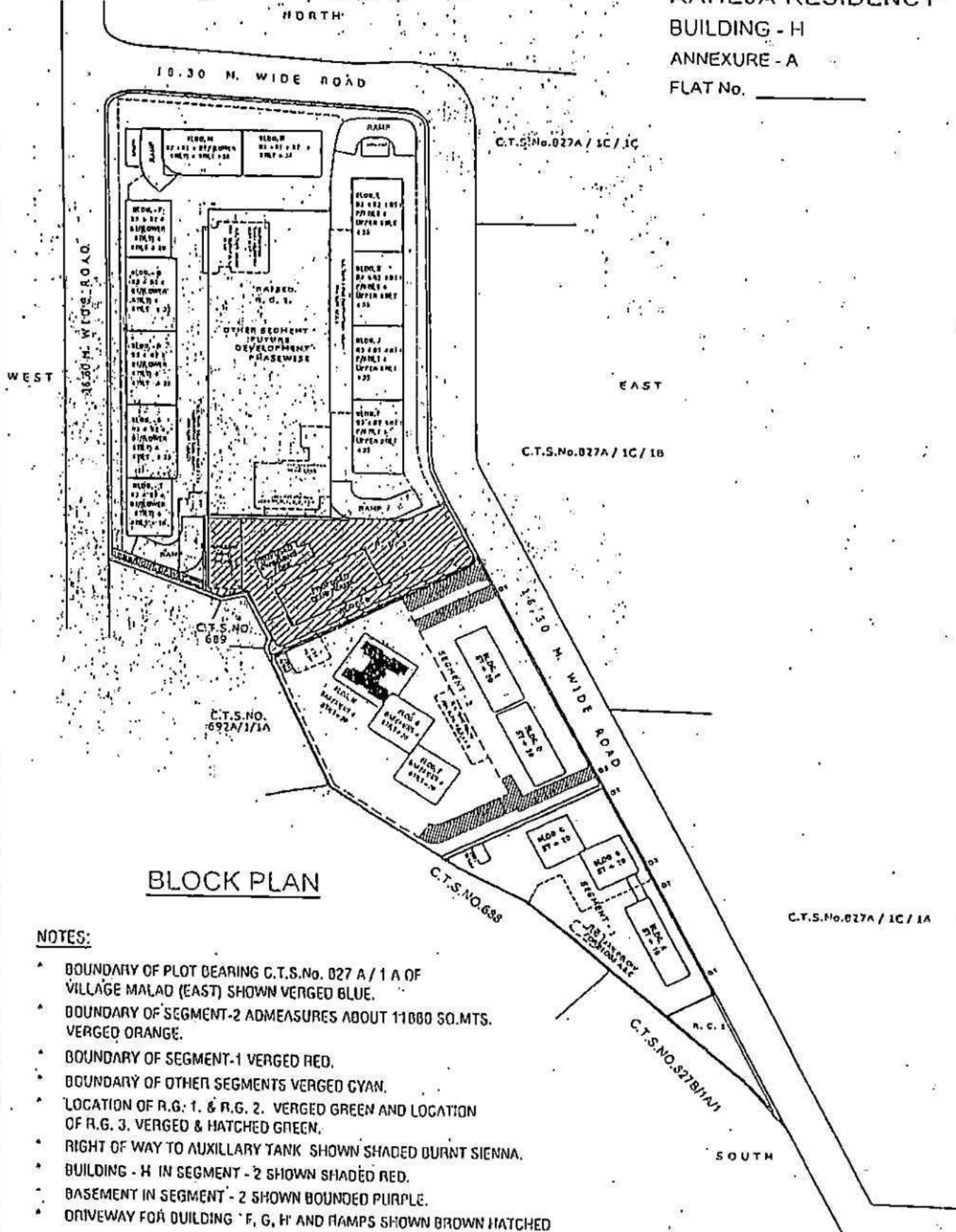
SIGNED AND DELIVERED )  
by the withinnamed Builders : )  
Ferani Developers )  
(a division of Ferani Hotels Private Limited) )  
in the presence of ..... )  
\_\_\_\_\_ )  
Permanent Account Number AAACF0693B )

SIGNED AND DELIVERED )  
by the withinnamed Owner : )  
Mr. Nusli Neville Wadia, as Administrator of the )  
Estate of Late Shri Edulji Framroze Dinshaw )  
(through his Constituted Attorney) )  
in the presence of ..... )  
\_\_\_\_\_ )  
Permanent Account Number AAEPD8394A )

SIGNED AND DELIVERED )  
by the withinnamed Purchaser : )  
Mr. Sudhanshu Sah )  
Permanent Account Number CQYPS2852J )  
in the presence of..... )  
\_\_\_\_\_ )

*Draft without Prejudice*

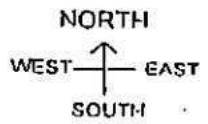
RAHEJA RESIDENCY  
 BUILDING - H  
 ANNEXURE - A  
 FLAT No. \_\_\_\_\_



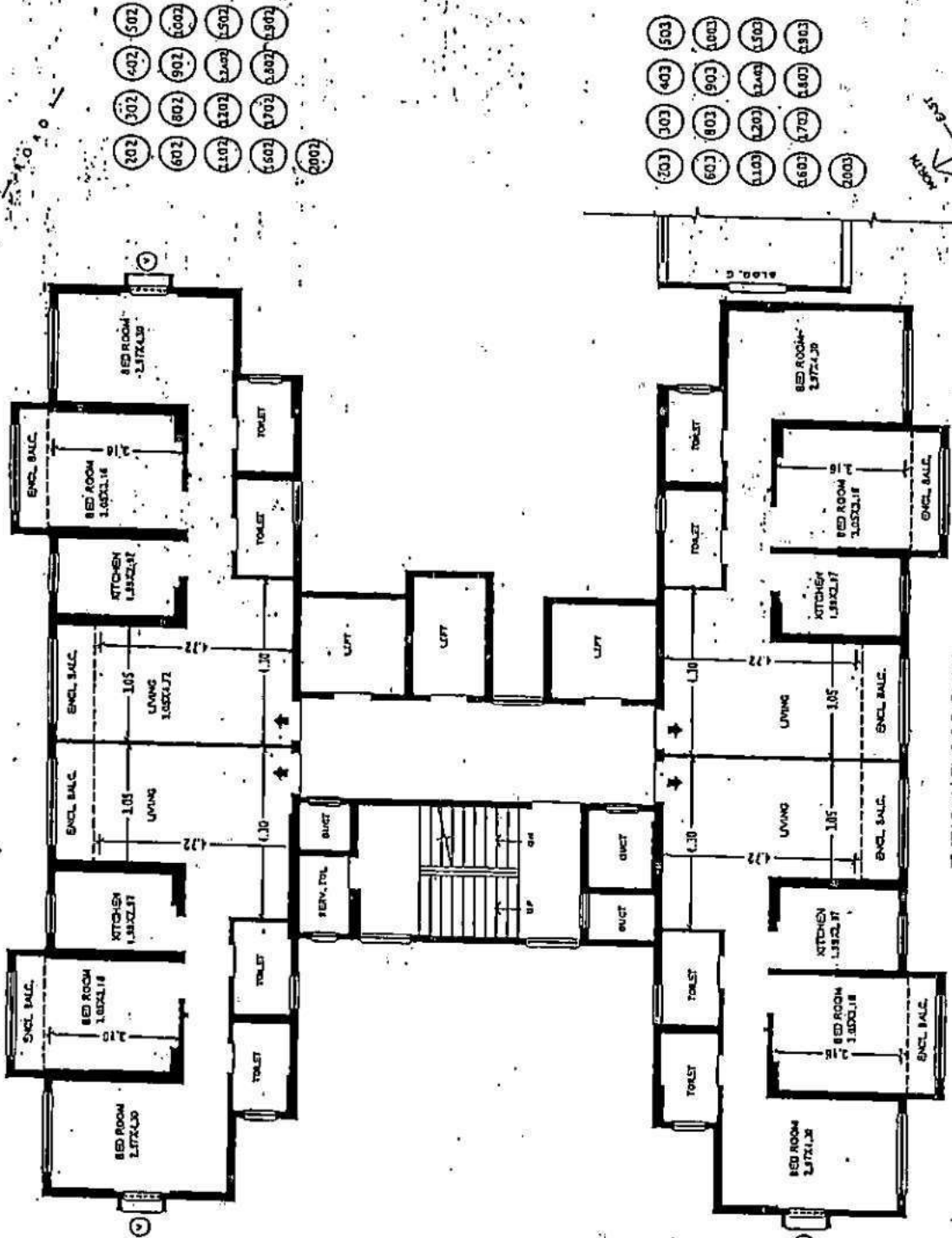
**BLOCK PLAN**

**NOTES:**

- \* BOUNDARY OF PLOT BEARING C.T.S.No. 027 A / 1 A OF VILLAGE MALAD (EAST) SHOWN VERGED BLUE.
- \* BOUNDARY OF SEGMENT-2 ADMEASURES ABOUT 11000 SQ.MTS. VERGED ORANGE.
- \* BOUNDARY OF SEGMENT-1 VERGED RED.
- \* BOUNDARY OF OTHER SEGMENTS VERGED CYAN.
- \* LOCATION OF R.G. 1. & R.G. 2. VERGED GREEN AND LOCATION OF R.G. 3. VERGED & HATCHED GREEN.
- \* RIGHT OF WAY TO AUXILLARY TANK SHOWN SHADED BURNT SIENNA.
- \* BUILDING - H IN SEGMENT - 2 SHOWN SHADED RED.
- \* BASEMENT IN SEGMENT - 2 SHOWN BOUNDED PURPLE.
- \* DRIVEWAY FOR BUILDING 'F, G, H' AND RAMPS SHOWN BROWN HATCHED
- \* SUB-STATIONS IN SEGMENT - 2 SHOWN VERGED DOTTED MAGENTA IS RESERVED FOR ELECTRICITY SUPPLYING COMPANIES / AGENCIES.
- \* THE LOCATION & DIMENSIONS OF THE BUILDINGS OTHER THAN BUILDING 'H' ON THE PLOT BEARING C.T.S. NO 027A/1A ARE MERELY INDICATIVE & THE LAYOUT IS SUBJECT TO CHANGE AS MAY BE REQUIRED BY THE BUILDERS.
- \* THE ANCILLARY STRUCTURES SHOWN ON OTHER SEGMENTS ARE TENTATIVE AND ARE SUBJECT TO CHANGE.
- \* THE BUILDERS SHALL PUT UP SUCH ADDITIONAL ANCILLIARY STRUCTURES AS DEEMED FIT BY THEM OTHER THAN THOSE WHICH ARE SHOWN AT SUCH PLACES IN THE LAYOUT AS SHALL BE DETERMINED BY THEM FROM TIME TO TIME.



RAHEJA RESIDENCY  
BUILDING - H  
ANNEXURE - B  
FLAT No. 2001



- 202
- 602
- 1102
- 1602
- 2002
- 302
- 802
- 1302
- 1802
- 402
- 902
- 1402
- 1902
- 502
- 1002
- 1502

- 303
- 603
- 1103
- 1603
- 2003
- 403
- 903
- 1203
- 1703
- 503
- 1003
- 1503
- 1803

- 201
- 501
- 1101
- 1601
- 2001
- 301
- 801
- 1301
- 1801
- 401
- 901
- 1401
- 1901
- 501
- 1001
- 1501

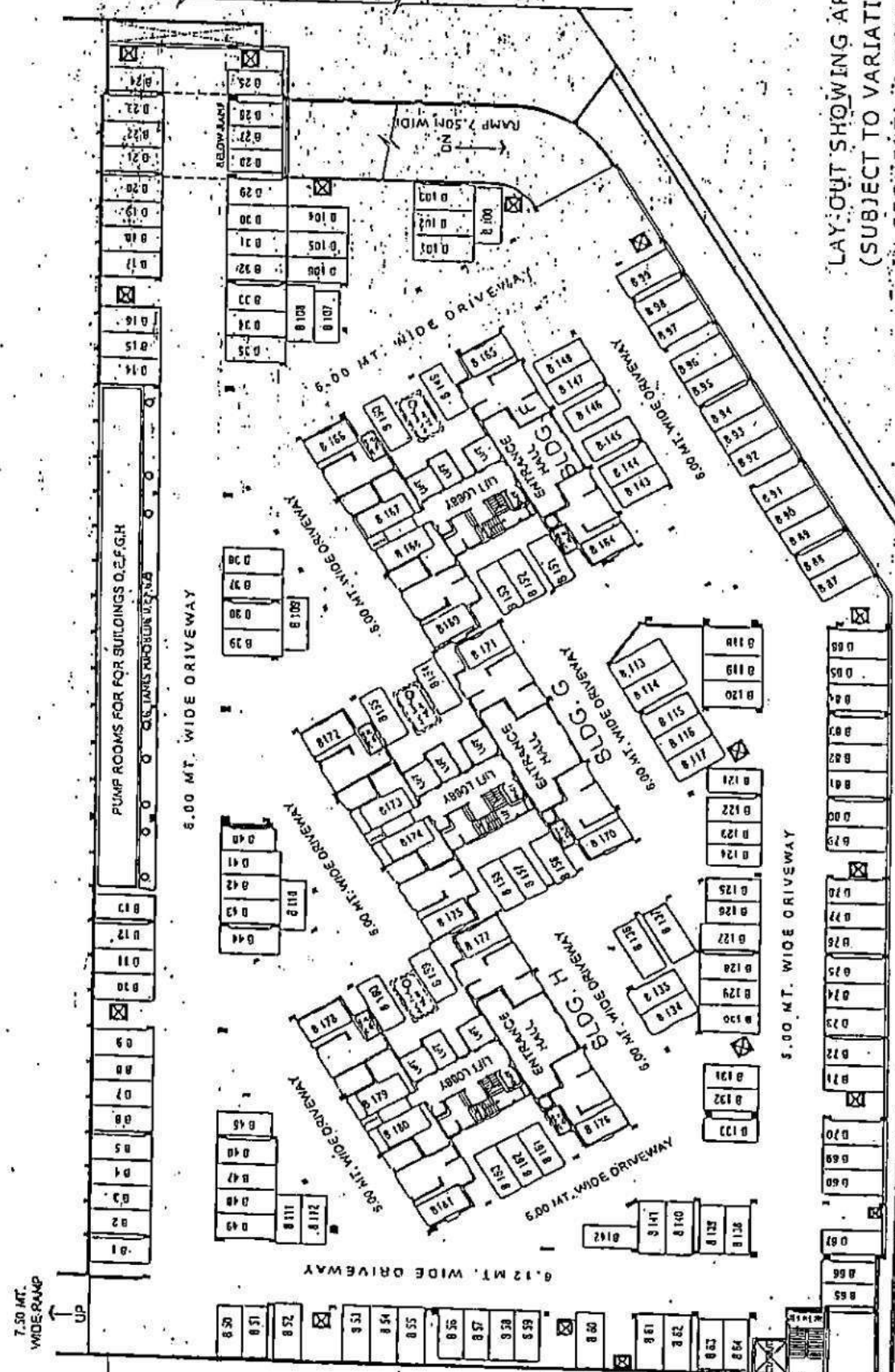
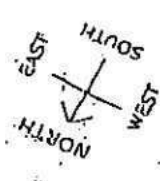
- 304
- 604
- 1104
- 1604
- 2004
- 404
- 904
- 1204
- 1704
- 504
- 1004
- 1504
- 1804

TYPICAL FLOOR PLAN

(2nd to 6th, 8th to 13th, 15th to 20th)

BUILDING - H IN SEGMENT - 2 BEING PORTION OF LAND  
BEARING C.T.S. NO. 827A/1A OF MALAD (EAST), VILLAGE MALAD.

RAHEJA RESIDENCY  
 BUILDING - F,G,H  
 ANNEXURE - 81  
 PARKING No. \_\_\_\_\_



LAY-OUT SHOWING AREAS FOR PARKING  
 (SUBJECT TO VARIATION)  
 IN SEGMENT - 2 BEING PORTION OF LAND  
 BEARING C.T.S. NO. 827A / 1A OF MALAD  
 (EAST), VILLAGE MALAD

BASEMENT PARKING PLAN

7.50 MT.  
 WIDE RAMP  
 UP







## मालमिस्त्या पत्रिका

दिनांक/पत्रिका नं. ... संख्या/सं. पुं. भा. व्हा. ...

---

पत्रिका नं. ... संख्या/सं. पुं. भा. व्हा. ...

---

दिनांक/पत्रिका नं. ... संख्या/सं. पुं. भा. व्हा. ...

---

| दिनांक  | संख्येक  | संख्येक                          | संख्येक                          |
|---|--|----------------------------------|----------------------------------|
| <p>२५/०५/१९७०</p> <p>१४/०५/१९७०</p> <p>२१/०५/१९७०</p> | <p>१. सिद्दिक्तीकरी पुं. भा. व्हा. ...</p> <p>२. सिद्दिक्तीकरी पुं. भा. व्हा. ...</p> <p>३. सिद्दिक्तीकरी पुं. भा. व्हा. ...</p> | <p>१५०</p> <p>१५०</p> <p>१५०</p> | <p>१५०</p> <p>१५०</p> <p>१५०</p> |



उत्तर/नो. ...
संख्या/सं. पुं. भा. व्हा. ...

---

अधीनस्थ/अधीनस्थी ...
सत्य प्रतिनिधी ...

---

अधीनस्थ/अधीनस्थी ...
सत्य प्रतिनिधी ...

---

अधीनस्थ/अधीनस्थी ...
सत्य प्रतिनिधी ...

---

अधीनस्थ/अधीनस्थी ...
सत्य प्रतिनिधी ...

DEEPAK SHEGOKAR

B. Tech, J.L.B. Advocate

All correspondence at this  
Office address at:  
3<sup>rd</sup> Floor, Tulsi Building,  
Jn. of P. O. Hinduja Marg & 14<sup>th</sup> Road,  
Khar (West), Mumbai-400 052.  
Tel. : 0139 3939

Re: In the matter of the Immoveable property bearing Survey No. 239 (Part), CTS Nos. 027A/1A, situate at Malad (East), Village Malad, Taluka Borivali, Mumbai Suburban District more particularly described in the Schedule hereunder written and Buildings D, E, F, G and H (of the Raheja Residency Complex) constructed in Segment - 2 thereof.

CERTIFICATE ON TITLE

The lands more particularly described in the Schedule hereunder written are a part of the Estate of the late Mr. Ebuljee Framtoze Dinshaw ("the said Estate"). The said lands were prior to 25<sup>th</sup> October, 1905 held and owned jointly by the Trustees of F.E. Dinshaw Trust and the said Estate, each having an undivided half share therein. The said lands thereafter came to be held and owned exclusively by the Administrator of the said Estate pursuant to the Arbitral Award dated 25<sup>th</sup> day of October, 1905 made and published by Mr. M. Hidayatullah (retired, Chief Justice of India), the Sole Arbitrator, on a reference made to him by the Trustees of F.E. Dinshaw Trust and the Administrator of the said Estate.

The said Award dated 25<sup>th</sup> October, 1905 is registered in the office of the Sub-Registrar of Assurances at Mumbai under Serial No. S-3800 of 1905 on the 30<sup>th</sup> day of November 1994.

Ferani Hotels Private Limited, a Company registered under the provisions of the Indian Companies Act, 1913, ("the Company") acquired the right to inter alia develop and construct upon the said lands and was placed in physical possession of the said lands pursuant to an Agreement dated the 2<sup>nd</sup> day of January, 1995 made between Mr. Nusli Neville Wadia in his capacity as the Administrator of the said Estate; Mr. Nusli Neville Wadia as the Administrator of the said Estate also executed Powers of Attorney dated the 2<sup>nd</sup> day of January, 1995 in terms of the said Agreement.

Mr. Nusli Neville Wadia has sought to terminate the said Agreement dated 2<sup>nd</sup> January, 1995 and revoke the said Powers of Attorney and has contended that the Company is not entitled to act hereunder. The Company has disputed the said termination and revocation on various grounds including the ground that the said Agreement and Powers of Attorney are non-terminable and non-revocable and has contended that the said Agreement and the Powers of Attorney are valid and subsisting and the said Estate/its Administrator is bound and liable to comply with its/his obligations under the said Agreement; the Company has also challenged Mr. Nusli Neville Wadia's authority. The said contentions are the subject matter of proceedings pending in the Bombay High Court and listed in Annexure 'A' hereto. There are no injunctive reliefs operating against either of the parties as of the date hereof with regard to the said contentions which are the subject matter of the said proceedings.

A Writ Petition (being Writ Petition No. 1550 of 2017), listed in Annexure 'A' hereto, has been filed in the Bombay High Court by a person who claims rights to a small portion of the said lands and the same is pending admission. The said person had also filed an Appeal before the Hon'ble Additional Commissioner, Konkan Division at Mumbai against the Order dated 16<sup>th</sup> August 2019 passed by the Additional Collector, M.S.D. cancelling the Mutation Entry No. 2105 certified on 2<sup>nd</sup> May 2014 by which the names of the said person and another were entered in respect of the said small portion of the said lands, which was disposed off by an Order dated 8<sup>th</sup> February, 2022. Ferani Hotels Private Limited has filed an Appeal (being Appeal No. 2622/2057/C.No.09/J.3 of 2022) before the Hon'ble Revenue Minister against the Order dated 8<sup>th</sup> February, 2022 passed by the Hon'ble Additional Commissioner, Konkan Division at Mumbai and had also filed Interim Application for Stay of the said Order dated 8<sup>th</sup> February, 2022. The Hon'ble Revenue Minister by his Order dated 14<sup>th</sup> March, 2022 granted Stay to the Order dated 8<sup>th</sup> February, 2022 of the Hon'ble Additional Commissioner, Konkan Division at Mumbai. The said person has also filed Writ Petition (being Writ Petition No. 16004 of 2022) in the Bombay High Court against the Interim Order of Stay dated 14<sup>th</sup> March, 2022 passed by the Hon'ble Revenue Minister. The said Appeal is presently pending before the Hon'ble Revenue Minister and the said Writ Petition is pending admission in the Bombay High Court. The said Appeal and Writ Petition is also listed in Annexure 'A' hereto. I am informed that there are no orders or injunctions therein restraining the Administrator from transferring the said lands and/or affecting the development and/or construction thereon by Ferani Hotels Private Limited, and/or by its construction divisions and/or from dealing with the same.

DEEPAK SHEGOKAR

## DEEPAK SHEGOKAR

B. Tech, L.L.B, Advocate

All correspondence at the  
Office address at:  
3<sup>rd</sup> Floor, Tulsi Building,  
Jn. of P. D. Hinduja Marg & 14<sup>th</sup> Road,  
Khar (West), Mumbai-400 052.  
Tel. : 6139 3939

Land admeasuring 11860 sq.mtrs. or thereabouts out of the said lands has been designated by the Company as Segment-2. The Segment-2 land is to be developed by the Company through its construction division, Ferani Developers or other construction divisions of the Company. Ferani Developers has constructed Buildings 'D, E, F, G and H (of the Raheja Residency Complex) on portions thereof. The balance lands are also developed/being developed by the Company through its construction divisions.

I on the basis of the investigations of title regarding the said lands and the said Buildings do hereby certify that, in my opinion, subject to the outcome of the proceedings referred to hereinabove and/or any orders that may be passed therein (i) the title of the said Estate to the said lands is marketable and free from reasonable doubts; and (ii) the said Ferani Hotels Pvt. Ltd. itself and through its aforesaid divisions is pursuant to the said Agreement dated 2<sup>nd</sup> January, 1995 inter alia entitled to develop the said lands and deal with and dispose of the Buildings constructed thereon and the premises therein.

### THE SCHEDULE ABOVE REFERRED TO :

ALL that piece or parcel of land bearing Survey No.239 (Part), CTS No. 827A/1A of Village Malad (East), Taluka Borivli, Mumbai Suburban District admeasuring 55734.80 square metres or thereabouts and bounded as follows:

|           |   |
|-----------|---|
| THE NORTH | : By Road   |
| THE SOUTH | : Partly by C.T.S. No. 692A/1/1A<br>Partly by C.T.S. No.689<br>Partly by C.T.S. No.688 and<br>Partly by C.T.S. No.827B/1A/1                 |
| THE EAST  | : By Road   |
| THE WEST  | : Partly by Road<br>Partly by C.T.S. No. 692A/1/1A<br>Partly by C.T.S. No. 689<br>Partly by C.T.S. No. 688<br>Partly by C.T.S. No.827B/1A/1 |

Dated this 4<sup>th</sup> day of February 2023.

(Advocate)



DEEPAK SHEGOKAR

B. Tech, U.L.B. Advocate

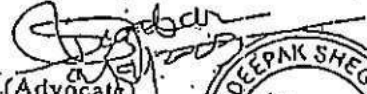
All correspondence of the  
Office address at:  
3<sup>rd</sup> Floor, Tulsi Building,  
Jn. of P. D. Hinduja Marg & 14<sup>th</sup> Road,  
Khar (West), Mumbai-400 052.  
Tel. : 6138 3939

ANNEXURE 'A'

DETAILS OF PENDING LITIGATIONS IN RESPECT OF THE PROPERTY BEARING SURVEY NO. 239 (PART), CTS NO.827A/1A OF VILLAGE MALAD (EAST), TALUKA BORIVALI, MUMBAI SUBURBAN DISTRICT

1. Writ Petition No. 1550 of 2017 (Deepak Dave V/s Ferani Hotels Private Limited & Ors.) in the Bombay High Court.
- 2A. Appeal No.2622/2857/C.No.09/J.3 of 2022 -- (Ferani Hotels Private Limited v/s. The Tehsildar, Borivali, M.S.D. & Ors.) before the Hon'ble Revenue Minister.
- 2B. Writ Petition No. 16004 of 2022 (Deepak Dave V/s Ferani Hotels Private Limited & Ors.) in the Bombay High Court.
3. Sulf No. 1628 of 2008 (Nusli Neville Wadia V/s Ferani Hotels Private Limited & Ors.) in the Bombay High Court.

Dated this 4<sup>th</sup> day of February 2023.

  
(Advocate)



Officer of the  
City Engineer (V.S.) P. B. R. W. S. D.

Dr. Babasaheb Ambedkar  
Road, (West), Mumbai - 400 007. to the provisions of the  
BRIHANMUMBAI MAHANAGARPALIKA Act and Regulations, 1973

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")  
NO. CHE / 7127 / BP (WS) / AP / AR

COMMENCEMENT CERTIFICATE

10 JAN 1997

To  
M/s. Ferani Builders Ltd;  
Owner

With reference to your application No. \_\_\_\_\_ dated \_\_\_\_\_ for  
Development Permission and grant of Commencement Certificate under section 45 & 49 of the  
Maharashtra Regional and Town Planning Act 1966, to carry out development and building  
permission under section 34B of the Bombay Municipal Corporation Act 1888 to erect a  
building to the development work of Bldg. No. 3.  
C.T.S. No. 2274/1A 230 (Pt.)  
at premises at Street off. Goregaon - Mulund Link Road.  
Village Malad. Plot No. \_\_\_\_\_  
situated at Malad/East. Ward P/North.

The Commencement Certificate/Building Permit is granted on the following conditions:

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This commencement Certificate is renewable every year but such extended period shall in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:
  - (a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not accordance with the sanctioned plans.
  - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
  - (c) The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the application and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The condition of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed SHRI P. S. THATTE  
Assistant Engineer to exercise his powers and functions of the Planning  
Authority under section 45 of the said Act.

This C.C. is restricted for work upto Slit slab level (81'-6")

For and on behalf of Local Authority  
Brihanmumbai Mahanagarपालिका

8) This c.c. is now further issued for entire work i.e. for wing A, B & C Stilt + 12 (Twelve) upper floors each as per the approved plans dated 23/08/2002

31 AUG 2002

*Arbab*  
AEBP (P)

9) This c.c. is now further extended/re-endorsed for the entire work i.e. wing A, B & C - Stilt + 16 upper floors each as per the approved amended plans dated 23/05/04

29 MAY 2004

*Arbab*  
AEBP (P)

10) This c.c. is now further re-endorsed for the entire work for buildings F, G, H i.e. buildings F, G & H - Stilt + 20 upper floors each as per the approved amended plans dated 10/2/2005

11 MAR 2005

*Arbab*  
AEBP (P)

11) This is now valid & further re-endorsed for the entire work for buildings F, G & H - Stilt + 20 upper floors each as per approved amended plans dated 31/5/05

31 MAY 2005

*Arbab*  
AEBP (P)

~~12] This c.c. is now further re-endorsed for entire work i.e. for buildings F, G, & H for Basement + Stilt + 20 upper floors each as per approved amended plans dt. 08/08/2014~~

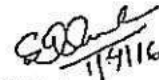
EXECUTIVE ENGINEER:  
BUILDING PROPOSAL (W.S.) P-WARD



CHE/7127/BP(W.S.)AR/AP


12] This c.c. is now re-endorsed for work of  
slit + 20 upper floors for Bldg. F, G, H each  
except surrounding basement to p slab level  
as per approved amended plan dtd. 19/03/2016.

F11 APR 2016

  
11/9/16  
ASSISTANT ENGINEER  
BUILDING PROPOSAL (W.S.) P. WARD

13] This c.c. is now extended for the surrounding basement to  
slab and re-endorsed for the entire work of building F, G, H comprising  
of Basement + slit + 1st to 20th upper floors as per last approved  
amended plans dated 19.03.2016.

F25 MAY 2018

  
25/5/2018  
Assistant Engineer  
Building proposal (W.S.) P. Ward.



MUNICIPAL CORPORATION OF GREATER MUMBAI  
APPENDIX XXII

FULL OCCUPANCY Under Regulation 6(7)\* and BUILDING COMPLETION CERTIFICATE Under Regulation 6(6)\*  
(CHE/7127/BPWS/AP/OCC/2/New of 09 July 2021).

To,  
M/s. Ferani Hotels Pvt. Ltd (Developer) C.A. To Owner  
Construction House 'B', 623, Linking Road, Opp. Khar Telephone Exchange, Khar (West), Mumbai - 400 052.

Dear Applicant/Owners,

The full development work of Residential building comprising of Building F,G,H and Full-OCC for the building 'H' comprising of common existing basement + Stilt + 1st to 20th upper floors along with completion for 96 Nos. of covered car parkings on plot bearing C.S.No./CTS No. 927A/1A of village MALAD-E at RAHEJA RESIDENCY is completed under the supervision of Shri. PRASHANT S. VAKILNA, Licensed Surveyor, Lic. No. V/117/LS, Shri. NIKHIL SURESH SHANGHVI, RCC Consultant, Lic. No. STR/S/193 and Shri. RAJEEV V. JOSHI, Site supervisor, Lic.No. J/51/SS-1 and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. CHE/7127/BPWS/AP/CFO/2/Amend dated 19 January 2020. The same may be occupied and completion certificate submitted by you is hereby accepted.

Copy To :

1. Asstt. Commissioner, P/N Ward
  2. A.A. & C., P/N Ward
  3. EE (V), Western Suburb II
  4. M.J., P/N Ward
  5. A.E.W.W., P/N Ward
  6. Licensed Surveyor, PRASHANT S. VAKILNA, Construction House 'B', 623, Linking Rad, opp. Khar telephone exchange, Khar (W)
- For information please

✓  
Name : ANIL PRABHAKAR  
DHIVAR  
Designation : Executive  
Engineer  
Organization : Municipal  
Corporation of Greater Mumbai  
Date : 09-Jul-2021 10:45:11  
Yours faithfully  
Executive Engineer (Building Proposals)  
Municipal Corporation of Greater Mumbai  
P/N Ward

1  
Specimen Copy  
Draft without Prejudice  
ANNEXURE "E"

I. COMMON AREAS AND FACILITIES:

A. In relation to segment-2:

1. The following to be enjoyed in common with the other Buildings on segment-2 or such of them as may be decided by the Builders:-

- (a) The common service lines such as electricity, water, drainage, sewage etc. passing through, under, across or above segment-2 to serve Building H and the other Building/s on segment-2;
- (b) Watchman cabins;
- (c) Common internal/ access roads, pathways, driveways and entrance gates;
- (d) The ramps, basement and open areas (out of segment-2 shown bounded/ verged orange on the Plan Annexure 'A' hereto) but excluding the parking spaces given/ to be given/ to the respective purchasers/ holders thereof and other areas exclusively given to the respective purchasers/holders and/or any third party;
- (e) Sewerage treatment plant (STP) and sullage collection tank to serve Building H and other buildings on segment-2, to all the Buildings in segment-2 and to such other buildings in adjoining segments as the Builders may deem fit at its discretion.
- (f) Electric sub-stations on segment-2 to serve Building H and the other Building/s on segment-2, the said larger property and adjoining land/s as may be determined by the Builders.
- (g) U.G. tanks as shown on the plan Annexure "A" hereto annexed shall serve such Building/s on segment-2 as mentioned therein.
- (h) Auxilliary tank (and its ancillaries such as pumps, lights, fittings, fixtures etc.) situate at CTS No. 827 A/1A to serve all the Building/s, structure/s on the land bearing CTS Nos. 827 A/1A, 827 A/1C/1C, 827 A/1C/1B, 827 A/1C/1A and also to the Building/s, structure/s on land bearing CTS No. 827 A/4A/1.

The Purchaser will have a proportionate undivided interest in the above.

B. In relation to Building H:

1. Entrance lobby and foyer of Building H will be for the benefit of the purchasers in Building H;
2. Terrace spaces above the topmost floor of Building H (subject to the rights in respect thereof reserved by the Builders) for being used by the purchasers of Building H as an open terrace and for common purposes like putting up T.V. Antennae but not for putting up any construction or as a play area or for pounding of "masala" or any other objectionable user ;
3. The staircase of Building H, including main landing, for the purpose of ingress and egress of the purchasers of and visitors to Building H but not for the purpose of storing or for recreation or for residence or for sleeping;
4. Servant toilet/s on the Stilt floor for use by the common servants/ staff of Building H such as watchmen, sweepers, etc;
5. Lift and lift machine rooms, meter rooms, water pumps, common electric and water

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3. Plumbing net-work throughout Building H;
4. Electric wiring net-work throughout Building H;
5. Drainage and sewage lines of Building H;
6. Necessary light, telephone and water connections;
7. All apparatus and installation existing for common use;

The facilities mentioned in B and C above are to be enjoyed in common with the other purchasers in Building H.

II. LIMITED COMMON AREAS AND FACILITIES:

A. The following facilities located in each of the upper floors are restricted common areas and facilities restricted to the flats of the respective floor:

1. The Landing / area in front of the flats on a particular floor (other than any portion thereof in respect of which exclusive rights have been given to any purchaser having a flat or unit adjacent to the said portion), as a means of access to the flats on the said floor but not for the purposes of storing or as a recreation area or for residence or for sleeping;
2. The Landing/ area as aforesaid is limited for the use of the residents of the flats located on that particular floor and for visitors thereto, but is subject to means of access for reaching the other floors, available to all residents and visitors;

B. Partition wall between two flats shall be common wall of the said two flats;

C. Servant toilets at mid-landing of each floor of the said Building H for use by the servants of the purchasers residing on the floor immediately above such mid-landing.

III. PERCENTAGE OF UNDIVIDED SHARE OF THE SAID PREMISES:

A. Common areas and facilities relating to Building H: proportionate to the area of the said Premises to the area of Building H.

B. Limited common areas and facilities on the floor of Building H on which the said Premises are located: proportionate to the area of the premises on the said floor.

N.B: (1) The aforesaid statement is tentative and is liable to change in the event of there being changes in segment-2/ Building plans of Building H and is subject to the rights of the Builders to the portions of the common areas as provided in this Agreement.

(2) The Common areas and facilities shall remain undivided and be enjoyed in common with the other purchasers as stated herein above.

(3) The Common areas and facilities are not separable from the use of the flats to which they pertain.

(4) The Common areas and facilities will be used only for the purpose for which it is intended without hindering or encroaching upon the rights of the other flatholders who are entitled to enjoy the same.

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DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024

Ferani Developers  
(a division of Ferani Hotels Private Limited)  
Registered Office :  
Construction House 'B', 2<sup>nd</sup> Floor,  
Opp. Khar Telephone Exchange,  
623, Linking Road, Khar (W),  
Mumbai - 400052.

AND

Mr. Nusli Neville Wadia  
412, Churchgate Chambers,  
5, Sir Vithaldas Thakersey Marg,  
Mumbai - 400 020.

AND

Mr. Sudhanshu Sah  
Address :  
Flat No.1701, B Wing, Ruchi Heights,  
Riddhi Garden, Film City Road,  
Malad (East), Mumbai-400 097.

AGREEMENT

(for sale of Flat No. 1902 on 19<sup>th</sup> Floor in Building "H" in  
RAHEJA RESIDENCY on CTS No. 827A/1A at off General  
Arunkumar Valdyia Marg, Dindoshi, Malad (East), Mumbai-  
400 097.

Mr. Deepak Shegokar  
Advocate, High Court,  
3<sup>rd</sup> Floor, Tulsi Building,  
Jn. of P. D. Hinduja Marg & 14<sup>th</sup> Road,  
Khar (West), Mumbai-400 052.