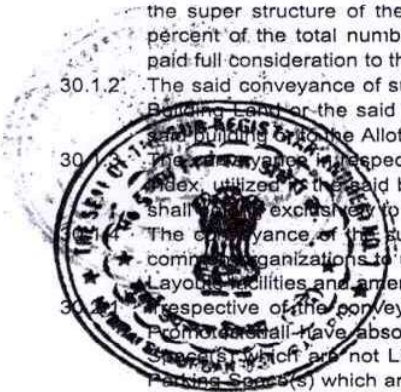


- membership of such Common Organization.
- 29.5.3 Such new Allottee(s) shall be at par with first Allottee(s) who formed Common Organization and shall not be discriminated or treated prejudicially by the Common Organization.
- 29.6 The Allottee(s) shall observe and perform all the rules and regulations and bye-laws of the Common Organization on its formation and the additions, alterations, modifications, deletions and amendments thereof that may be made from time to time for protection and maintenance of the said Building standing on the said Building Land and the Apartments/units/premises therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Allottee(s) shall also observe and perform all the terms and stipulations laid down by the Common Organization regarding occupation and use of the Apartments/units/premises and shall pay outgoings in accordance with the terms of this Agreement.
- 29.7 The Promoter shall form a Registered Federation or Apex Body consisting of all of the common organizations formed for each of the building(s) or wing(s) constructed on the said Sale Sub Plot Land. The said Federation/Apex Body may be formed as a Society Registered under Society's Act and or a Company Registered under Companies Act 2013 or as Association of Condominiums. Such Federation/Apex body shall be formed within period of 3 months from the date of receipt of the Occupancy Certificate of the last of the building to be constructed in the Sale Sub Plot Land is formed.
- 29.8.1 The administration and Maintenance in respect of each of the building/ wing shall be independently carried out by the common organization formed for such building / wing, whereas such Federation /Apex Body shall administer and maintain Car Parking Space(s), common areas and amenities and common facilities provided in the Sale Sub Plot Layout.
- 29.9 Car Parking Space(s), Garden, Playground, Recreation space(s) at Podium, Recreation space at ground, which are not forming part of any individual building or wing or which are constructed as a common facility for one or more of the buildings or wings in Sub Plot Layout, than such areas shall also be administered and maintained by the Federation or Apex Body. Notwithstanding such administration and maintenance by the Federation, the Car Parking Space(s) licensed to the individual Allottee(s) including Allottee(s) herein shall be binding on the Federation/Apex Body.

30. CONVEYANCE OF THE SAID BUILDING.

- 30.1.1 The Promoter, till such time as the Project being implemented on the said Entire Land comprised in the Sale Sub Plot Layout is completed, shall only execute conveyance in respect of the superstructure of the said building. The Allottee(s) do hereby irrevocably agree and confirm with the Promoter that neither the Allottee(s) nor Common Organization of Allottee(s) shall be entitled to demand lease or conveyance of the ground area, or conveyance or lease of the said Building Land. The Promoter shall execute conveyance for the super structure of the said building within Three months from the date of issue of OCC or fifty one percent of the total number of Allottee(s) in Second Phases of the Palmrose-B Wing Wing/Building have paid full consideration to the Promoter whichever is earlier.
- 30.1.2 The said conveyance of super structure will not confer any right of whatsoever nature in respect of the said Building Land or the said Entire Land, or the said Sale Sub Plot Land, to the common organization of the said building or to the Allottee(s).
- 30.1.3 The conveyance in respect of superstructure in respect of the said building shall provide for the floor space index utilized in the said building and construction areas of the said building shall always be protected and shall not be exclusively to the common organization of the Allottee(s) of the said building.
- 30.1.4 The conveyance of the superstructure of the said building shall be subject to right of Promoter and other common organizations to use common internal access roads, recreation open spaces, each of the Sub Plot Layout facilities and amenities envisaged under this agreement.
- 30.1.5 In respect of the conveyance executed in respect of the superstructure of the said building / wing, the Promoter shall have absolute authority and control as regards to the unsold apartments and Car Parking Spaces which are not Licensed and shall have right to sell and dispose-off unsold Apartments and Car Parking Spaces(s) which are not Licensed in the said building and receive the entire consideration there from for itself and shall have a right to recover all its outstanding dues from the Allottee(s) of the said building.
- 30.2.2 All open spaces, parking spaces, lobbies, staircases, terraces, lifts, recreation grounds, etc., within the said Building Land will remain the property of the Promoter until the said building Land is leased/Sub leased to the Federation/Apex Body as hereinafter mentioned.
- 30.3 It is expressly agreed between the Promoter and the Allottee(s) that the ground area of the said Building and the F.S.I. consumed in the said Building are dis-proportionate, in view of the said Building being part of the Sale Sub Plot Layout of the said Sale Sub Plot Land and part of the said Master Layout of the said Entire Land. The FSI consumed in the said building is arising out of FSI available in the said Master Layout of the said Entire Land which comprises of FSI of the said Entire Land and also of TDR/ FSI, incentive FSI, floating FSI and FSI which may be available in lieu of development of Reservation(s) and Public amenities (including and not limited to Parking Scheme, affordable housing, rental housing, etc).
- 30.4 The Allottee(s) do hereby irrevocably agree and confirm with the Promoter that the area of the said Building Land is not in proportion to the FSI consumed in the said Building. The area comprised in the said Building Land is lower compared to the area of the FSI consumed in the said Building. The Allottee(s) do hereby



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further irrevocably agree and confirm with the Promoter that the said Sale Sub Plot Land is not in proportion to the FSI consumed in respect of the structures /building(s)/Wings(s) constructed on the said Sale Sub Plot Land. The area comprised in the said Sale Sub Plot Land is lower to the area of the FSI consumed in all the building(s)/wing(s) constructed on the said Sale Sub Plot Land. However the Promoter confirms that the said Entire Land is having and entitled to the FSI consumed in all the structures/building(s)/Wings(s) proposed to be constructed on the said Entire Land. The area comprised in the said Entire Land is commensurate to the area of the FSI consumed in all the building(s)/wing(s) constructed on the said Entire Land.

- 30.5 The Promoter shall be entitled to construct or retain site offices/ sales lounge in the said Building Land and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Building Land or the Super structure constructed thereon is conveyed to the Common Organization and shall continue to have and use such site offices/ sales lounge etc., until the Entire Land is developed, and entire development as described in clause 28 is completed.
- 30.6 Irrespective of execution of conveyance for super structure, the Promoter shall be entitled to develop and continue to develop, the remaining unbuilt floors on the said Building(s) and also remaining building(s)/Wing(s) on the said Sale Sub Plot Land and also the said Entire Land and continue to own, with right to construct balance floor space index, utilization of the Development Rights, additional floor space index available to the said Entire Land, increase in floor space index, fungible FSI, any FSI which may be available from time to time including due to change in Rules/Regulations/Laws and Policies of the Government or the Local Authorities. The Promoter shall not be required to obtain any consent or permission from the Allottee(s) or the Common Organization of the Allottee(s) for the purpose of utilizing FSI on the said Sale Sub Plot Land or the said Entire Land for the development potential as disclosed in Schedule 2 Part A. The Promoter shall not be required to obtain any consent or permission from the Allottee(s) or the Common Organization of the Allottee(s) for the purpose of construction of additional floors, on the said Building as disclosed in the Schedule 2 Part A hereto.
- 30.7 If the Floor Space Index of the said Entire Land is increased beyond what is disclosed in Schedule 2 Part A due to change in the law or the policies of the Government or local authorities, and which is subsequent to conveyance of super structure to organization of Allottee(s), then out of the increased Floor Space Index, that FSI which is proportionate to the Floor Space Index utilized or consumed by the conveyed structure to total Floor Space Index of the Sale Sub Plot Layout, shall belong to the organization of Allottee(s) of the conveyed structure and the balance shall exclusively belong to the Promoter which shall be utilized by the Promoter on the said Entire Land. No consent or confirmation of the Allottee(s) or the common organization of the Allottee(s) shall be required for the purpose of construction out of such increased FSI belonging to Promoter.
- 30.8 The Common Organization of the Allottee(s) and the Allottee(s) shall fully co-operate with the Promoter in the matter of construction and completion of the Development and the infrastructure and common amenities and facilities on the Entire Land without creating any obstruction or interference.



31. **LEASE OF THE SAID SALE SUB PLOT LAND.**

- 31.1.1 The Allottee(s) do hereby irrevocably agree, confirm and covenant with the Promoter that the Promoter shall cause Lease/Convey Sale Sub Plot Land/Master Plot and Sale Sub Plot/Master Plot Common Areas and Sale Sub Plot/Master Plot Common Amenities and Facilities and Sale Sub Plot/Master Plot Common Basements, Podium(s) for Car Parking Space(s) provided in the said Sale Sub Plot Land/Entire Land by the Landlord to the Federation/Apex Body only after the said Project on the said Entire Land is fully developed and all the FSI/ TDR in any nature or form whatsoever in respect of the Sale Sub Plot Layout/Master Layout is fully utilized by the Promoter and all the Apartments and other premises are sold by the Promoter to the prospective Allottee(s) and all the moneys receivable by the Promoter are fully received by the Promoter and not earlier
- 31.1.2 The Sale Sub Plot Land shall be Leased by the Land owner to the Federation for the period of 30 years at the Annual lease rent of Rs.1,001/- for every 4,000 sq.mts of the area. The Lease shall be further renewed for period of 30 years. The lease shall be granted by Land owner in accordance with provisions contained in clause 25 in the Letter of Intent Date 28th April, 1997 issued by Maharashtra Industrial Development Corporation which is reproduced as follows: "That separate lease agreement at the rate of Rs. 1,001/- for every 4,000 sq.mts. of Land per year shall be executed for Land under sale building, within six months of Occupation Certificate"
- 31.2 The Deed of Lease/Conveyance Deed (as the case may be) to be executed as provided hereinabove shall be in such form and shall contain such terms, conditions, covenants, stipulations and provisions including those contained in this Agreement as may be decided and determined by the Promoter in its sole, absolute and unfettered discretion, and also to enable Promoter to unrestricted and unobstructed completion of the Project, including the following covenants :-

- I. Rights of Promoter under this agreement which shall be binding upon the Allottee(s) and Allottee(s) heirs, executors, legal representatives, successors, transferees and assigns, as the case may be, and on the Common Organization and Federation;
- II. For right of way/access, if any, given and granted or to be given and granted to and in favor of



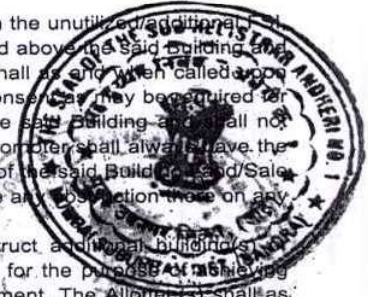
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- 32.6 The Allottee(s) is/are aware of and has inspected copies of the documents and writings relating to Environment Clearance for development of the said Building and has agreed and undertaken to adhere to observe and comply with the terms and conditions contained in the said documents and writings not only as a Allottee(s) of the said Apartment, but also as a member of Common Organization and also that of Federation;
- 32.7 The Allottee(s) agrees and acknowledges that the Promoter has informed the Allottee(s) that for the completion of the entire Project of development of the Entire Land, the Promoter is required to and the Promoter shall be entitled at all times, to carry out construction and/or any other allied work including completion work of the structures on the Sale Sub Plot Land and/or Entire Land, the Allottee(s) not only as a Allottee(s) of the said Apartment, but also as a member or Managing Committee member of Common Organization shall not at anytime, raise any objection, obstruction on any ground whatsoever, notwithstanding that there shall or may be any perceived or actual nuisance, annoyance and inconvenience that could arise during the construction and/or any other allied work including completion work of the structures on the Sale Sub Plot Land and/or Entire Land. The Allottee(s) and/or the Common Organization shall not interfere with the rights, powers and authorities of the Promoter in respect of implementing the scheme of development of the Sale Sub Plot Land and/or Entire Land in any manner whatsoever. The Allottee(s) hereby undertakes to co-operate with and render all assistance to the Promoter in respect of the development of the Sale Sub Plot Land and/or Entire Land;
- 32.8 The Allottee(s) agrees and acknowledges that the residual, floating, additional, increased, enhanced, balance, fungible, inherent or unutilized floor space index (FSI) in respect of the said Sale Sub Plot Land and/or Entire Land shall always be available to and shall always be for the benefit of the Promoter. In the event of any zonal/additional FSI in respect of the said Sale Sub Plot Land and/or Entire Land or any part thereof being increased as a result of any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at anytime, hereafter, the Promoter alone shall be entitled to the ownership and benefit of all such additional FSI for the purpose of the development and /or additions to the BUA (Built Up Area) on the said Sale Sub Plot Land and/or Entire Land as may be permissible. Under no circumstance, the Allottee(s) or Common Organization of the Allottee(s) shall alter/demolish/reconstruct or redevelop the said Building and /or the said Building Land or part thereof to use any incentive, residual, unutilized, floating, fungible increased or enhanced FSI available on the said Building Land/ Sale Sub Plot Land. It is also agreed by the Allottee(s) that even after Common Organization shall have been formed in respect of the said Building in which the said Apartment is located, the Promoter alone shall continue to retain full right and authority to develop the said Sale Sub Plot Land and/or Entire Land and to utilize such entire FSI and/or any incremental development potential.
- 32.9 The Allottee(s) agrees and acknowledges that with respect to the utilization on the unutilized/additional land the Promoter shall at all times have the right to raise additional stories over and above the said building and construct additional floors/Apartments at any time hereafter. The Allottee(s) shall as and when called upon by the Promoter to sign and execute any application, affidavit, undertaking, consent as may be required for approval of additional construction beyond what is presently approved for the said Building and shall not raise any objection thereto on any account or any reason whatsoever. The Promoter shall always have the right to use the common passage, driveways, set-back spaces and amenities of the said Building on the said Sale Sub Plot Land for the said purpose and the Allottee(s) shall not object or cause any obstruction on any ground whatsoever including nuisance and easement rights etc.
- 32.10 The Allottee(s) acknowledges that the Promoter shall be entitled to construct additional buildings/wings(s) of the buildings in the said Sale Sub Plot Land and/or Entire Land, for the purpose of completing completion of development as envisaged in Schedule 2 Part A of this Agreement. The Allottee(s) shall as and when called upon by the Promoter to sign and execute any application, affidavit, undertaking, consent as may be required for approval of additional construction beyond what is presently approved for the said Sale Sub Plot Land and/or Entire Land and shall not raise any objection thereto on any account or any reason whatsoever.
- 32.11 The Allottee(s) agrees and acknowledges that the Promoter is/are providing equipment/systems/appliances as mentioned in the List of Amenities. The Allottee(s) is aware that the Promoter is/are not the manufacturer of these systems of equipment/systems/ appliances. The Promoter does not warrant or guarantee the use, performance or otherwise of these equipment / systems / appliances. The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance/nonperformance or otherwise of these systems/appliances.
- 32.12 The Allottee(s) agrees and acknowledges that the Promoter may amalgamate or sub divide or allow the Sale Sub Plot Land and/or Entire Land to be developed in part or parts to it's nominee or nominee(s) or assignee or assignee(s) and/or to give on lease, sub lease or under lease of the Sale Sub Plot Land and/or Entire Land or any part thereof including converting the tenure of the Sale Sub Plot Land and/or Entire Land from free hold to lease hold* or from lease hold to sub lease hold* as the Promoter may desire.
- 32.13 The Allottee(s) agrees and acknowledges that the Promoter is the sole and absolute authority to provide and grant license in respect of Car Parking Space(s) in the said Sale Sub Plot Land and/or Entire Land. The Allottee(s) further agrees and acknowledges that the Promoter is the sole and absolute authority to provide and grant license in respect of Car Parking Space(s) constructed on the Sale Sub Plot Land and/or Entire Land. Such License shall be on the terms and conditions contained in Annexure J to this Agreement The



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Promoter entitlement to allow use of, or grant license to use Car Parking Space(s) at such location as they may think fit in favor of holders, users, licensees thereof irrespective of the building(s)/structure(s) in which the Apartments, units or premises may be located in the said Sale Sub Plot Land and/or Entire Land and on the terms and conditions as the Promoter may think fit and the Allottee(s) as a member of the Common Organization hereby covenant that he/she/it/they shall not (i) raise any objection to the aforesaid License of parking spaces, (ii) obstruct or hinder access to Car Parking Space(s) at any time and (iii) demand or raise any claim/s for separate, special, additional or extra amount compensation or Purchase Consideration, fees, charges, premium donation or otherwise in this regard.

32.14 The Allottee(s) shall as and when called upon by the Promoter to sign and execute any application, affidavit, undertaking, consent as may be required for approval of construction due to any deficiency in open space, access or right of way etc. which are, required by the Planning Authority then he shall sign and execute such application, affidavit undertaking or consent and shall not raise any objection thereto on any account or for any reason whatsoever.

32.15 The Allottee(s) not only as the Allottee(s) but also as a member of the common organization /Federation shall fully co-operate with the Promoter in the matter of implementation of the scheme for development of the Entire Land and the infrastructure and common amenities and facilities on the Entire Land without creating any obstruction or interference.

33. **NO RIGHTS OF THE ALLOTTEE(S).**

33.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said Building or of the Sale Sub Plot Land/Entire Land or any part thereof to the Allottee(s). The Allottee(s) shall have no claim of any nature whatsoever save and except in respect of the said Apartment hereby agreed to be sold to him/her.

33.2 All open spaces, parking spaces, lobbies, staircases, terraces, lifts, recreation grounds, etc., within the Sale Sub Plot Land will remain the property of the Promoter until the said Sale Sub Plot Land is conveyed/leased/Sub leased to the Federation.

33.3 It is further agreed between the parties here in that the Allottee(s) shall not be entitled to visit the premises for inspection or otherwise, till it is ready for possession and notice of handing over of the possession of the said Apartment is given by the Promoter.

34. **COVENANTS AND OBLIGATIONS OF THE ALLOTTEE(S).**

34.1 The Allottee(s) with the intention to bind all the persons into whosoever hands the said Apartment may come, hereby agrees, undertakes and covenants that from date of taking possession of the said Apartment:-

34.1.1 Maintain the said Apartment, it's support, shelter columns, beams, walls and slabs at his/her/their own costs as a prudent person, would in good and tenable condition;

34.1.2 Not to use the said Apartment in violation of any provision of law applicable thereto;

34.1.3 Not to use or permit the said Apartment to be used for any purpose other than permissible under any law for the time being in force ;

34.1.4 Not to cause any nuisance or annoyance to the neighbors;

34.1.5 Not to bring any dirt, rubbish or other refuse or permit the same to be thrown in the passage or in the common area or any portion of the said Building;

34.1.6 Not to do or suffer to be done anything in or about to the said Building or the said Apartment or in the staircase and/or fire escape passage and/or the common passages which may be against the rules or regulations and bye-laws of the Common Organization, Municipal Corporation, and/or any other concerned authority;

34.1.7 Not to ever cause to be done any act or thing which may render void or voidable any insurance of the said Building or any part thereof or cause any increase in premium to be paid in respect thereof;

34.1.8 Not to demolish or cause to be demolished the said Apartment or any part thereof or make or cause to be made any change, addition or alteration whatsoever in or to the said Apartment or any part thereof nor any alteration in the elevation and outside colour of the said Building and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, Partis or other structural alteration in the said Apartment or any part thereof;

34.1.9 Not to fix grills from outside of window or at any place which affects the elevation of the said Building in any manner whatsoever;

34.1.10 Not to fix air conditioners at place(s) other than earmarked for fixing such Unit(s) nor at any other place which would affect the elevation of the said Building in any manner whatsoever;

34.1.11 Not to shift/change place of kitchen and toilets which affects drainage system of the said Building in any manner whatsoever;

34.1.12 Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Apartment or any part thereof, and shall keep the relevant portion in good tenable repair and condition, and in particular, so as to support, shelter and protect the other parts of the said Building, shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC, Partis or other structural parts of the said Apartment of the



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said Building;

- 34.1.13 Not to refuse or neglect to carry out any work directed to be executed by Competent Authority in the said Building or in the said Apartment after he/she/they have taken possession thereof, or require or hold the Promoter liable for execution of such works;
- 34.1.14 Not to encroach upon or make use of any portion of the said Building or open space of the compound not agreed to be acquired by him or otherwise forming part of the said Apartment;
- 34.1.15 Not to stock or keep any material, object or any other item in the open space of compound and/or park any vehicle in the compound, except in the parking lot;
- 34.1.16 Not to restrain the Promoter or their servants and agents from entering upon the said Apartment for inspecting the same at any reasonable hours or from carrying out any construction or repair work on any part of the said Building or to the said Apartment for proper maintenance or continuation of the facilities and amenities provided therein including making, repairing, maintaining, cleaning and keep clean and in good condition all surfaces, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used for the said Building and also for laying down, maintaining, repairing and testing drainage and water pipes and electric wires or similar purposes;
- 34.1.17 Not to sell, transfer, assign, let, grant leave and license, dispose of or in any other manner deal with, dispose of or part with physical possession of the said Apartment or any portion thereof or his right, title, claim, demand and interest thereto or therein or under this Agreement, to any other person before paying to the Promoter all the amounts payable to them hereunder and without first obtaining their prior written consent in that behalf from the Promoter. For giving such consent, the Promoter shall be entitled to charge and demand Consideration and/or fees as the Promoter may deem fit and proper and the Allottee(s) hereby unconditionally agree to pay the same without any demur or protest;
- 34.1.18 Become a member of the Common Organization formed for all such Allottee(s) of the Apartment(s) and from time to time sign all letters, writings, communications, applications forms and registration documents and to do all other acts, deeds, matters and things as the Promoter and/or the said Common Organization shall reasonably require him to do;
- 34.1.19 Observe, perform and comply with all the bye-laws, rules and regulations of the Common Organization.
- 34.1.20 The Allottee(s) shall fully co-operate with the Promoter in the matter of implementation of the scheme for development of Project and the infrastructure and common amenities and facilities on the Entire Land without creating any obstruction or interference.
- 34.1.21 Not to inspect the Apartment till the Allottee(s) has paid entire consideration and any other dues under this agreement to the Promoter.

34.2 Additional Obligations of the Allottee(s).

- 34.2.1 In the event that the Allottee(s) after receiving possession of the said Apartment commits a breach under the foregoing provisions or makes any unauthorized change or alteration or causing any unauthorized repairs in or to the said Apartment or the said Building, the Promoter shall be entitled to call upon the Allottee(s) to rectify the same at his cost and restore the said Apartment or the Building to its original condition. Without prejudice to the foregoing obligation of the Allottee(s), the Promoter may carry out the necessary rectification or restoration and the Allottee(s) shall be liable to reimburse the Promoter for all costs, charges and expenses incurred by the Promoter in this behalf. Without prejudice to the aforesaid, if the Allottee(s) does not rectify the breach within a period of 30 (thirty) days from the date of notice to the Allottee(s) or fails to reimburse the Promoter forthwith on demand for all costs, charges and expenses incurred by the Promoter, then in such event the Promoter shall be entitled to terminate this Agreement and Promoter shall be entitled to 20% of the Purchase Consideration as mutually agreed liquidated damages, and the Promoter shall within a period of 6 months from the date of termination, refund to the Allottee(s) the balance amount which may till then have been paid by the Allottee(s) to the Promoter, but the Promoter shall not be liable to pay to the Allottee(s) any interest on the amount so refunded, provided that the Promoter may deduct from any such refundable amount any loss caused to the Promoter or the cost, charges and expenses incurred by the Promoter to rectify the damage to the said Apartment or the said Building. Upon termination of the Agreement the Promoter shall be at liberty to sell and dispose of the said Apartment to such third party and at such price as the Promoter may in its absolute discretion think fit and the Allottee(s) shall have no claim on the said Apartment or the Promoter or the price so obtained or otherwise howsoever. Upon refund of the aforesaid balance amount after deducting mutually agreed liquidated damages, the Allottee(s) shall not have any money claim on the Promoter. Provided further it is clarified that in the event of default by the Allottee(s) as set out in the foregoing paragraph, the Promoter shall be entitled to all the default remedies as set out in this Agreement.
- 34.2.2 Notwithstanding anything herein contained the Promoter shall not be liable for any defect or damage caused to the said Apartment or the said Building or to rectify any such defect caused as a result of negligence, improper maintenance, improper operation, any change, repair or alteration carried out by the Allottee(s). The liability of the Promoter under this Agreement shall forthwith cease in the event that the Allottee(s) makes any such change or carries out any repairs or alterations to the said Apartment or the said Building without the written consent of the Promoter.

34.3 Assignment by Allottee(s).

- 34.3.1 This Agreement or any interest of Allottee(s) in this Agreement shall not be assigned by the Allottee(s)



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without prior written consent of the Promoter, which consent may be given or denied by the Promoter at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force. The Promoter may permit the Allottee(s) to assign, transfer, nominate or convey the said Apartment subject to the payment of transfer charges as per 1.5% of selling price or 3% of purchase cost whichever is higher may be decided by the Promoter at the time of such transfer and further shall be subject to the terms, conditions and charges as the Promoter may impose. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments and the Promoter shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Allottee(s) in violation of this Agreement shall be a default on the part of Allottee(s) entitling the Promoter to cancel this Agreement and to avail of remedies as set forth in this Agreement.

34.3.2 The Allottee(s) shall not let, sub-let, transfer, mortgage, charge, assign or part with the Allottee(s) interest or benefit under this Agreement or part with the possession of the said Apartment unless all the dues payable by the Allottee(s) to the Promoter under this Agreement are fully paid up and only if the Allottee(s) has not been guilty of any breach or non-observance of any of the terms and conditions of this Agreement and in any such case the Allottee(s) shall have obtained the prior written consent of the Promoter of his intention to do so.

34.3.3 The Allottee(s) shall obtain the Police NOC/Verification if the Allottee(s) intends to give the said Apartment on leave and license/lease basis to any third party in accordance with the terms of this Agreement:

34.3.4 The covenants, confirmation and obligations by the Allottee(s) contained hereinabove and under this agreement shall be binding on all transferee(s) of the said Apartment.

34.4 **Allottee(s) Not to Obstruct, Object or Protest.**

34.4.1 The Promoter may complete any wing, part, portion or floor of the said Building and obtain part occupation certificate and give possession of Apartment(s) therein to the Allottee(s) of such Apartments and the Allottee(s) herein shall not be entitled to raise any objection thereto. If the Allottee(s) takes possession of the said Apartment in such partly completed wing, part or portion or floor and the Promoter or its agents or contractors shall carry on the remaining work with the Allottee(s) occupying his/her/their Apartment, the Allottee(s) shall not object to, protest or obstruct or create hindrance in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them.

34.4.2 The Allottee(s) shall fully co-operate with the Promoter in the matter of implementation of the scheme for development of Project and the infrastructure and common amenities and facilities on the Entire Land without creating any obstruction or interference.

34.5 **Allottee(s) to sign, execute and register Cancellation Deed.**

The Allottee(s) agrees and confirms that in the event of termination or cancellation under any of the clauses of this Agreement, the Allottee(s) shall, sign, execute and register the Deed of Cancellation or any other document which records the termination and/or cancellation of this Agreement as prepared by the Promoter within (7) seven days of date of notice issued by the Promoter recording cancellation or termination of this Agreement.

35. **RIGHTS OF PROMOTER**

35.1 **Amalgamation of Plots**

It is agreed that the said Entire Land can be amalgamated with any other adjoining plot and in that event the definition of the said Entire Land shall include such amalgamated Land and entire Agreement shall be read accordingly. Development of entire Land under Clause hereinabove shall be mean to be achieved only on completion of all works and full utilization of combined development potential on such Entire amalgamated Land.

35.1.2 It is agreed that the said Sale Sub Plot Land can be amalgamated with any other adjoining plot and in that event the said Sale Sub Plot Land shall be deemed to be such amalgamated Sale Sub Plot Land.

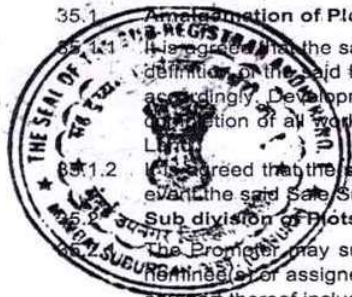
Sub division of Plots

The Promoter may sub divide or allow the Entire Land to be developed in part or parts to its nominee or assignee or assignee(s) and/or to give on lease, sub lease or under lease, the Entire Land or any part thereof including converting the tenure of the Entire Land from free hold to lease hold* or from lease hold to sub lease hold* as the Promoter may desire.

35.2.2 The Promoter may sub divide or allow the Sale Sub Plot Land to be developed in part or parts to its nominee or nominee(s) or assignee or assignee(s) and/or to give on lease, sub lease or under lease of the Sale Sub Plot Land or any part thereof including converting the tenure of the Sale Sub Plot Land from free hold to lease hold* or from lease hold to sub lease hold* as the Promoter may desire.

35.3 **Additional Construction.**

It is hereby expressly clarified, agreed and understood that the Promoter shall always and at all times (including before or after execution of any deed of transfer) have the exclusive, absolute, irrevocable, unconditional and unrestricted right to and in respect of and shall be entitled to develop the said Sale Sub Plot Land and/or Entire Land as per Schedule 2 Part A by utilizing the said FSI, FAR, DR, and TDR including the unutilized, Incentive FSI, Floating FSI, Inherent FSI, Fungible FSI, Residual FSI, Utilized FSI, Increased or enhanced FSI Rental Housing FSI, Affordable Housing FSI, Transit Accommodation FSI,



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Public Parking FSI and unconsumed FSI, FAR, DR and TDR originating from or arising out of or available in respect of the said Entire Land or by way of loading TDR generated from any other property. FSI, FAR, DR and TDR which are now available and/or which may be available or granted and or sanctioned at any time hereafter in respect thereof, on any account or due to any reason whatsoever, including on account of handing over to the government or local body or authority, any part(s) thereof affected by set back and or amenity space requirements and or regulations and or affected by any reservation, acquisition and or requisition and or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to the Promoter. Such entire FSI etc, as disclosed under Schedule 2 Part A shall be consumed by construction of additional floor(s) on the said building, and/or wing(s) and/or other extension(s) to the said Building in which the said Apartment is being sold to the Allottee(s) herein and/or construct additional buildings or wings of building(s) in the said Sale Sub Plot Land. The Allottee(s) herein, Common Organization shall not have or claim any rights, demand benefits or interest whatsoever in respect thereof.

35.4 **Promoter Rights regarding unsold Apartments/and Car Parking Space(s) which are not Licensed.**

As and when the Common Organization is formed in terms of the applicable laws and if by then all the Apartments envisaged to be constructed are not sold by the Promoter, then the Promoter shall hold such unsold Apartment(s) and Car Parking Space(s) which are not Licensed in its name not as member(s) of the Common Organization but as the absolute owners thereof and it shall not be subject to or be governed by the bye/laws, rules or regulations including the tenancy or License regulations of the Common Organization and the Promoter shall have unqualified, unfettered and unrestricted rights and authority to sell and dispose or lease or License such unsold Apartment(s) and Car Parking Space(s) which are not Licensed to any person of the Promoter's choice and the Common Organization and/or its members being the Allottee(s) of the Apartments in the said Building, shall not object to any such sale or disposal or lease or license by the Promoter nor shall it or they refuse to enroll the Allottee(s) of such unsold Apartment(s) and Car Parking Space(s) which are not Licensed from the Promoter, as members thereof. Apartments remaining unsold on the date of execution of the Deed of Lease of the said Building in favour of the Common Organization then the Promoter shall be at liberty and be entitled to allow such unsold Apartments and Car Parking Space(s) which are not Licensed to be used by any person of its choice on leave and license basis and/or on rental basis or under the "Time Share Scheme or Service Apartments Scheme" pending disposal thereof on ownership basis without obtaining the approval, sanction or consent of the Allottee(s) or Common Organization of the Allottee(s). The Allottee(s) shall not be entitled to object to the same for the period of such use and occupation of such unsold Apartments by the Promoter through such persons. The Promoter shall not pay to the Common Organization any actual outgoings or sinking fund contribution due in respect thereof and shall not be liable to contribute any amount towards any account non-occupancy charges or for any other fund provided for under the bye-laws, rules and regulations or resolutions of the Common Organization/ including after handover of the building to the common organization in respect of such units which are unsold / unoccupied by the Developer.

35.5 **Alterations of Unsold Units.**

The Promoter shall have right, without any approval of any Allottee(s) in the said Building to make any alterations, additions, improvements or repairs, interior work or exterior work ordinary or extraordinary in relation to any unsold Apartment within the said Building and the Allottee(s) agrees not to raise objections or make any claims on this account.

35.6 **Sell, Transfer or Assignment by Promoter.**

The Promoter may sell, transfer or assign all its rights, title and interest in the Sale Sub Plot Land (subject to the rights and interests created in favor of the Allottee(s)) including in respect of the unsold Apartments and Car Parking Space(s) which are not Licensed in any wings of the said Building provided that such sale, assignment or transfer does not affect or prejudice the rights of the Allottee(s) herein contained and in such event, the assignee or transferee of the Promoter shall be bound by the terms and conditions herein contained.

35.7 **Change and Variances in Layout etc.**

The approved layout shown to the Allottee(s) at the time of signing of this Agreement is subject to change / variation / modification by Promoter to achieve development as disclosed in Schedule 2 Part A. The Allottee(s) accepts that the layout shown to him at the time of signing of this Agreement is only provisional and to achieve development as disclosed in Schedule 2 Part A, approved layout can be changed, modified, altered, varied by the Promoter from time to time in absolute discretion of the Promoter for any reasons whatsoever including the reason of market conditions, market demand and/or requirements of Development Control Regulations etc. It is agreed by the Allottee(s) that the Promoter shall be entitled to carry out any change / alteration / modification and / or variation in the approved Master layout or in the approved Sale Sub Plot Layout, in any manner whatsoever, as may be required by the Promoter for consumption of full FSI available in respect of the said Entire Land, from time to time in respect of the said Building Land and/or Sale Sub Plot Land and/or Entire Land. The Allottee(s) has given an informed consent to the Promoter to carry out any change / alteration / modification and / or variation in the approved Master Layout and/or approved Sale Sub Plot Layout in any manner whatsoever as may be required by the Promoter for consumption of full FSI available in respect of the said Entire Land from time to time. **Change in User of any**



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Building.

35.8 Change in User of any Building.

The approved Layout in respect of Sale Sub Plot Land and the Entire Land discloses the user of each of the building. The Allottee(s) accepts that the user shown against each building is only provisional and can be changed, modified, altered and varied by the Promoter from time to time at its absolute discretion. It is agreed by the Allottee(s) that the Promoter shall be entitled to carry out any change, modification, alteration or variation in the user of any building in the Sale Sub Plot Layout or Master Layout as may be required by the Promoter from time to time.

35.9 Use of the Terraces.

The Allottee(s) is/are aware that even though the terraces of a building under the Municipal Regulations and the Development Control Regulations are common facility, the Promoter shall be entitled to grant exclusive right of access and maintenance of the terraces or any part thereof to the Allottee(s) of Apartment(s) adjacent to the Apartment(s) as per the sanctioned plans. The Allottee(s) hereby accepts the right of the Promoter to grant exclusive right of access and maintenance of the terraces or any part thereof to the Allottee(s) of Apartment(s) adjacent to the said Apartment.

35.10 Putting up Advertisement/Hoarding.

35.10.1 The Promoter hereby reserves its right to give for the purpose of advertisement or by putting up hoardings or neon light hoardings etc. on any open spaces or terraces in the said Building and/or Sale Sub Plot Land and/or Entire Land including on the terrace and compound walls as the Promoter may deem fit. The said right shall continue to subsist even after the execution of appropriate Deed of Lease of the said building in favor of Common organization, and/or Deed of Lease in favour of the federation.

35.10.2 If the Promoter puts up hoarding, etc. on the said Building /Sale Sub Plot Land/ Entire Land and consequent to such action, if any municipal rates, taxes, cesses, assessments are imposed on the said Building/Sale Sub Plot Land/Entire Land due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said Building/Sale Sub Plot Land/Entire Land, the same shall be borne and paid wholly by the Promoter.

35.10.3 The Allottee(s) further agrees that the Promoter will be entitled to display their Logo on the terrace or uppermost floor of the said Building without creating any hindrance or nuisance to the Allottee(s). The Allottee(s) further agrees that Logo put up on the said Building as aforesaid will not be removed and the same shall be maintained by the Promoter at their own costs for which a separate electric meter shall be installed. The Allottee(s) and the said Common Organization of Allottee(s) so formed shall not object to the same at any time even after the said building is conveyed in favor of the Common Organization.

35.10.4 The Promoter shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Promoter shall be entitled to transfer or assign such right to any person or persons whom it may deem fit and the Allottee(s) or the Common Organization of the Allottee(s) of Apartment(s), as the case may be shall not raise any objection thereto.

35.10.5 The Allottee(s) will not object to aforementioned rights of Promoter for any reason whatsoever and shall allow the Promoter, its agents, servants, etc. to enter into the said Building/Sale Sub Plot Land/Entire Land, the terrace and any other open spaces in the said Building/Sale Sub Plot Land/Entire Land for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings.

35.11 Telecommunication Equipments.

The Promoter hereby reserve the right to allow telecommunication companies to use the terrace in such manner as it may deem fit and proper including installation of their machinery, etc. The said right shall continue to subsist even after execution of Lease of the said Building in favor of Common Organization or execution of Lease of the said Sale Sub Plot Land to the Federation as the case may be. If any Municipal rates, taxes, cesses, assessments are imposed on the said building due to such installations of machinery by telecommunication companies put up on the open spaces or terraces or any other portion of the said Building and, the same shall be borne and paid wholly by the Promoter. The Promoter shall be exclusively entitled to the income and profits that may be derived by way of Purchase Consideration, rent/compensation/fees or in any other form received from tele-communication companies or from any one or more of the said telecommunication companies at any time hereafter. The Allottee(s) will not object to the same for any reason whatsoever and shall allow the Promoter, its agents, servants, etc. to enter into the said Property, the terrace and any other open spaces in the said Property for the purpose of putting and/or preserving and/or maintaining and/or removing the machinery, installations, the advertisement hoardings etc. The Promoter shall be entitled to transfer or assign such right to any person or persons whom it may deem fit and the Allottee(s) and/or the Common Organization shall not raise any objection thereto.

35.12 Promoter's Right to Raise Finance.

The Allottee(s) hereby authorizes and permits the Promoter to raise finance/ loan from any financial institution/ bank by way of mortgage/charge/ securitization of receivables or in any other mode or manner by charge/ lien/ mortgage of the said Building/Building Land/Sale Sub Plot Land/Entire Land subject to the condition that the said Apartment shall be free from all encumbrances at the time of execution of these presents or the Promoter will deposit all sale proceeds thereof with the Mortgagees towards repayment of the loan amount. The Promoter/financial institution/bank shall always have the first lien/charge on the said



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Apartment for all the dues and other sums payable by the Allottee(s) or in respect of any loan granted to the Promoter for the purpose of construction of the said Building. The Allottee(s) hereby expressly consents to the Promoter creating a mortgage over the said Building/Building Land/Sale Sub Plot Land /Entire Land in favor of any bank or financial institutions. This consent shall be deemed to have been given under the provisions of Section 9 of MOFA Act. This consent is given on the express understanding that the Promoter shall redeem the said mortgage, at its own expenses, before the said Building is transferred to the Common Organization. It is clarified that the aforesaid clause is not applicable in respect of said Apartment. The Promoter shall not be entitled to raise finance/loan by way of mortgage etc on the said Apartment.

35.13 **Right to Enter for Repairs.**

In addition to the Promoter's rights of unrestricted usage of all Common Areas and facilities and parking space for providing necessary maintenance services, the Allottee(s) agrees to permit the Promoter or their employee(s) agents to enter into the said Apartment or any part thereof, after due notice of 24 hours in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the Apartment or the defects in Apartment above or below or adjacent to the said Apartment. Any refusal of the Allottee(s) to give such right to entry will be deemed to be a violation of this Agreement and the Promoter shall be entitled to take such actions as it may deem fit.

35.14 **Right to Introduce Security or Safety Measures.**

As and when the circumstances may require or the Promoter may deem fit the Promoter may introduce safety and security measure for protection of the said Building, their occupants and their properties. These safety measures may be introduced by the Common Organization, as and when formed. **Other Rights of the Promoter.**

35.15 **Other Rights of the Promoter.**

35.15.1 It is specifically clarified to the Allottee(s) that this Agreement is specific and confined to the said Apartment agreed to be purchased by the Allottee(s) herein. The said Building and all Land(s) beneath the said Building, and all other area within the Sale Sub Plot Land and the Entire Land are clearly outside the scope of this Agreement and the Allottee(s) shall have no ownership rights, no rights of use, no title or no interest, claim or demand of any kind or manner whatsoever over the same or any part thereof.

35.15.2 The Allottee(s) confirms and represents that the Promoter has not indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever, that the Allottee(s) shall have any right, title, claim, demand or interest of any kind whatsoever in any Lands, buildings, Common Areas, facilities and amenities falling within the periphery/ boundary of the said Sale Sub Plot Land nor he/she had made any payment to the Promoter for such Lands, buildings, Common Areas, facilities and amenities falling outside the said Sale Sub Plot Land.

35.15.3 Save and except the said Apartment, and license to use the said parking space area (if proposed to be licensed), which is subject matter of this Agreement, the Allottee(s) agrees that all other Land(s) areas, facilities and amenities on the said Sale Sub Plot Land and Entire Land, are specifically excluded from the scope of this Agreement and the Allottee(s) shall not be entitled to any ownership right, title, claim, demand or interest etc. in any form or manner whatsoever in such Land(s), areas, facilities and amenities. The Allottee(s) agrees and understands that the right of development of such lands, areas, facilities and amenities and rights to deal with the same vests solely with the Promoter/its associate companies/its subsidiary companies and their usage and manner mentioned in this Agreement or use disposal etc. independently shall be at the sole discretion of the Promoter/its associate companies/its subsidiary companies, subject to statutory stipulations that may be imposed by Municipal Corporation.

35.15.4 The Promoter shall be free to construct additional structures like sub-station, ~~electrical~~ Common Organization offices, departmental stores, Rain Harvesting Plant, Sewage Treatment Plant and/or any other plant for recycling of the water to be used for domestic consumption, covered and enclosed ~~garage~~ in open compound, underground and overhead tanks, structures, watchmen's cabin, toilet units for domestic servants, septic tanks and soak pits, the location of which are not particularly marked upon the ground floor plans or Sale Sub Plot Layout Plans or Master Layout of the said Entire Land. The Promoter may implement such scheme in the Project as may be required under any Rules, Law or Statute. The Allottee(s) shall not interfere with these rights of the Promoter by raising any dispute in that regard.

35.15.5 The Promoter shall have the right to designate any space in the said Sale Sub Plot Land or said Entire Land to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the Allottee(s) of the buildings that may be developed on the said Sale Sub Plot Land/Entire Land. The Promoter shall also be entitled to ~~designate any space in the said Sale Sub Plot Land~~ /Entire Land to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations, STP, Rain water harvesting system etc with a view to service the electricity requirement and other requirement in the said Sale Sub Plot Land/Entire Land and the buildings constructed thereon.




36. **FORCE MAJEURE.**

36.1 Force Majeure shall be event or combination of events or circumstances beyond the control of the Promoter which cannot (a) by the exercise of reasonable diligence or (b) despite the adoption of reasonable



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prevention and/or alternative measures, be prevented or caused to be prevented and which adversely affects the Promoter ability to perform its obligations under this Agreement, which shall include but not be limited to:-

- 36.1.1 Act of god e.g. fire, drought, flood, earthquake, epidemics, natural disasters;
- 36.1.2 Explosions or accidents, air crashes, act of terrorism;
- 36.1.3 Strikes or lock outs, industrial disputes;
- 36.1.4 Non-availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters, or other intermediaries or due to any reason whatsoever;
- 36.1.5 War and hostilities of war, riots, bandh or civil commotion;
- 36.1.6 The promulgator of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Government Authority that prevents or restricts Promoter from complying with any or all the terms and conditions as agreed under this Agreement; or any legislation, order or rule or regulation made or issued by the Government or any other authority which would affect the development or;
- 36.1.7 If any Competent Authority(ies) refuses, delays (including administrative delays), withholds, denies the grant of necessary approvals for the said Apartment/Building or;
- 36.1.8 If any matters, issued relating to such approvals, permissions, notices, notifications by the Competent Authority(ies) become subject matter of any suit/ writ before a competent court or;
- 36.1.9 In case of the construction work or development under the Scheme is delayed due to more than 20% of the Allottee(s) (other than the Allottee(s)) not paying their installment(s) or dues on their respective due dates, then the Allottee(s) herein will not hold the Promoter responsible or liable for delay in delivery of possession of the said Apartment by the Possession Date.
- 36.1.10 Delay in issue of Commencement Certificate and/or Occupation Certificate and/or Building Completion Certificate by the concern Competent Authority.
- 36.1.11 Any event or circumstances analogues to the foregoing.
- 36.1.12 If the said building or any part thereof gets demolished and/ or gets damaged due to any reason whatsoever.
- 36.2 The Promoter shall not be held responsible or liable for not performing or delay in performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered due to force majeure as defined hereinabove or on account of defaults by the Allottee(s).

37. REINSTATEMENT OF DAMAGED OR DEMOLISHED STRUCTURE

- 37.1 If the said building or any part thereof gets demolished or gets damaged on account of force majeure or for any reason whatsoever then the loss incurred due to such damage or demolition will be fully sustained by the Allottee(s) along with the other Allottee(s) of the structure so damaged or demolished and the promoter shall not be responsible for any such damage or demolition.
- 37.2 If the Open Parking Spaces or any part thereof constructed or being constructed on the said Sale Sub Plot Land gets demolished or gets damaged on account of force majeure or for any reason whatsoever then the loss incurred due to such damage or demolition will be fully sustained by the Allottee(s) along with the other Allottee(s) of the structure so damaged or demolished and the promoter shall not be responsible for any such damage or demolition.

38. IRREVOCABLE INFORMED CONSENT OF THE ALLOTTEE(S) UNDER SECTION 7 AND 7A OF MOFA ACT AND/OR UNDER SECTION 14 OF RERA.

- 38.1 The Allottee(s) has been informed / disclosed of the details as follows:-
 - 38.1.1 The Promoter has disclosed to the Allottee(s) that the said Entire Land is being developed by dividing it into various Sub Plots. The development of the each of the Sub Plot will be carried out in multiple Part(s) over a period of time.
 - 38.1.2 **Proposed Development as disclosed under Schedule 2 Part A**
The Promoter has informed to the Allottee(s) the quantum of the proposed development on the said Entire Land and also on the said Sale Sub Plot Land as disclosed in Schedule 2 Part A. The Allottee(s) has also been informed of the proposed development on each of the Sub Plot Land(s) including that of the said Sale Sub Plot Land. The Allottee(s) is also informed of the FSI proposed to be utilized on the said Entire Land, and on the said Sub Plot Land. The Allottee(s) is further informed of the imbalance of the proposed FSI to be consumed in respect of each of the Sub Plot Land(s) including that of the said Sale Sub Plot Land. The Allottee(s) is further informed of the number of building(s)/Wing(s) including the number of floors in respect of each of the building/Wing which is proposed by the Promoter on the said Sale Sub Plot Land in which the



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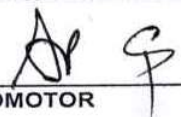
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- Allottee(s) has agreed to purchase in the said Apartment. The Allottee(s) is informed about the number of Floors proposed in the said building in respect of which the said Apartment is located. The Allottee(s) is further informed of the aggregate area of recreation open space, garden and playground which will be provided in respect of the said Entire Land and specifically in respect of the said Sale Sub Plot Land in which the Allottee(s) has agreed to purchase the said Apartment. The Allottee(s) has been informed about of the various amenities which are proposed by the Promoter to be provided in the said Entire Land and said Sale Sub Plot Land in which the Allottee(s) has agreed to purchase the said Apartment. The Allottee(s) has also been informed that the Promoter shall construct residential and/or commercial building(s) and/or retail building and/or, shopping mall, cinema, multiplex, hotel, restaurants and/or mix-use with or without shop line in the said Entire Land in general and in the said Sale Sub Plot Land in particular in which the Allottee(s) has agreed to purchase the said Apartment. All the aforesaid information as disclosed by the Promoter on the said Entire Land and said Sale Sub Plot Land is given in Schedule 2 Part A to this agreement.
- 38.1.3 The Promoter has informed to the Allottee(s) of the proposed construction on the said Sale Sub Plot Land shall be of the full potential of the said Entire Land as described in Schedule 2 Part A, of this Agreement and has purchased the said Apartment considering the quantum of the construction and density of population which will arise out of utilization of the full potential of FSI as disclosed in Schedule 2 Part A of this Agreement.
- 38.1.4 **Schedule 2 Part B**
- The Promoter has informed to the Allottee(s) of the sanctioned Plan of the said Entire Land. The Allottee(s) has also been informed of the sanctioned development on each of the Sub Plot Lands including that of said Sale Sub Plot Land. The Allottee(s) is further informed of the imbalances of the sanctioned FSI being consumed in respect of each of the Sub Plot Lands including that of said Sale Sub Plot Land.
- 38.1.5 The Allottee(s) is further informed of the number of building(s)/Wing(s) including the number of floors in respect of each of the building/Wing which is sanctioned by the local authority on the said Sale Sub Plot Land in which the Allottee(s) has agreed to purchase in the said Apartment. The Allottee(s) is informed about the number of Floors sanctioned in the said Building in which the said Apartment is located. The Allottee(s) is further informed of the aggregate area of recreation open space, garden and playground (hereinafter for the limited purpose of this clause referred to as "**Master Layout Open Spaces**") which are sanctioned in respect of the said Entire Land and the Sale Sub Plot Land specifically in respect of the said Sale Sub Plot Land in which the Allottee(s) has agreed to purchase the said Apartment. The Allottee(s) has been informed about of the various amenities which are sanctioned in the said Entire Land and said Sale Sub Plot Land in which the Allottee(s) has agreed to purchase the said Apartment. The Entire details as mentioned aforesaid and as sanctioned on the said Entire Land and the said Sale Sub Plot Land is given as Schedule 2 Part B to this agreement.
- 38.1.6 The Promoter has informed to the Allottee(s) of the sanctioned Plan and the proposed plan of development of the said Entire Land and the said Sale Sub Plot Land in which the Allottee(s) has agreed to purchase the said Apartment. The Promoter has further disclosed to the Allottee(s) the FSI /TDR utilized in respect of the said building in which the Allottee(s) has agreed to purchase the Apartment.
- 38.1.7 The Promoter has informed to the Allottee(s) that 11 number of floors is proposed to be constructed on the said Building, subject to Promoter getting requisite FSI and Approval to construct the total number of floors proposed. The Allottee(s) is aware that if the Promoter does not obtain the required FSI or approval, then the number of floors proposed to be constructed on the said Building will be lower than the number of proposed floors. The Allottee(s) has agreed to Purchase the Apartment considering the number of floors the said Building being anywhere between 8 to 11 and thus the common terrace of the said building can be anywhere above 8 floor. The Allottee(s) has made informed decision to purchase the said Apartment considering the said Building having minimum floor or maximum floor.
- 38.1.8 The Promoter has informed to the Allottee(s) that the sanctioned or approved plans as on the date of signing of this agreement do not reflect the total proposed development of the said Entire Land and that of the said Sale Sub Plot Land. The Promoter shall obtain approval for the proposed development as envisaged in Schedule 2 Part A to this agreement from time to time and the Allottee(s) hereby gives his informed consent that the Promoter shall be entitled to develop the said Entire Land and the said Sale Sub Plot Land in accordance to the Proposed development as detailed at Schedule 2 Part A to this agreement.
- 38.1.9 The Allottee(s) is aware that the proposed development on the said Entire Land and that of the said Sale Sub Plot Land is different than what is sanctioned and/or permissible as on the date of signing this agreement. The Allottee(s) has been informed that the development and construction proposed on the said Entire Land and that of the said Sale Sub Plot Land is much larger in scale and size than what is sanctioned and permissible as on the date of signing of this agreement. The Allottee(s) hereby gives his informed consent to the development and construction proposed by the Promoter as detailed at Schedule 2 Part A to this agreement. The Allottee(s) hereby agrees, confirms and gives informed consent that the Promoter shall be entitled to revise, alter, amend, modify the approved Master Layout Plans in respect of within the said Entire Land.
- 38.1.10 The Promoter has disclosed to the Allottee(s) that the FSI proposed to be utilized on the said Entire Land is higher than the FSI approved as on date and also permissible as on date. The FSI proposed to be constructed on the said Entire Land is based on anticipation of increase in FSI in future or permission being


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received from the government for utilization of higher FSI under various regulations which prescribes grant of additional FSI by providing Public Utilities/Amenities.

- 38.1.11 The Promoter has further disclosed to the Allottee(s) that the construction of various buildings on the said Entire Land will be carried out to utilize the proposed F.S.I on the said Entire Land. The F.S.I consumption in each of the Sub Plot Land(s) will not be uniform and will differ as per the Sub Plot Layout prepared by the Promoter. It is further informed by the Promoter that the FSI consumption in each of the Sub Plot Land(s) will not be same and will vary as per the Sub Plot Layout.
- 38.1.12 The Promoter has disclosed to the Allottee(s) that the FSI proposed to be utilized on the said Entire Land is higher than the FSI approved as on date and also permissible as on date. The FSI proposed to be constructed on the said Entire Land is based on anticipation of increase in FSI in future or permission being received from the government for utilization of higher FSI under various regulations which prescribes grant of additional FSI by providing Public Utilities/Amenities.
- 38.1.13 The Promoter has further disclosed to the Allottee(s) that he proposes to utilize proposed F.S.I on the said Sale Sub Plot which can be utilized and constructed on the said Entire Land. The construction of various buildings in the said Sale Sub Plot Land will be carried out to utilize proposed F.S.I on the said Sale Sub Plot Land. The F.S.I consumption in each of the said building will not be uniform and will differ as per the Sale Sub Plot Layout prepared by the Promoter.
- 38.1.14 The Promoter has informed to the Allottee(s) that the fungible FSI or any other FSI or area available on payment of premium to planning Authority on the Entire Land including Sale Sub Plot Land and said building Land will be availed off and utilized by the Promoter for its own benefit on the said Building and also on all other buildings constructed or to be constructed on the said Entire Land.
- 38.1.15 The Promoter has informed to the Allottee(s) that the said building and other buildings constructed or to be constructed on the said Entire Land including Sale Sub Plot Land does not comply with requirement of open spaces as per provisions of Development Regulations and plans have been approved by Municipal Corporation with grant of concession in open spaces.
- 38.1.16 The Promoter has informed to the Allottee(s) that any future development to be carried out by the promoter on said Entire Land or by any one including Promoter on any neighboring lands, may be deficient in open spaces.
- 38.1.17 The Promoter has informed to the Allottee(s) that each and every room of the said Apartment may not be complaint with size mentioned in DCR and have been approved by the Municipal corporation by granting concession for the same.
- 38.1.18 The Promoter has informed to the Allottee(s) that mechanical parking system/car lift/stack parking are all subject to breakdown and requires regular maintenances.
- 38.1.19 The Promoter has informed to the Allottee(s) that maneuvering space for car in Car Parking Space(s) may be inadequate and have been approved to accommodate adequate number of car parking's.
- 38.1.20 The Promoter has informed to the Allottee(s), the Promoter can amend/change modify any other Phase other than the Phase in which the Allottee(s) has Purchased the Apartment.
- 38.1.21 The Promoter has informed to the Allottee(s), the Promoter can modify/amalgamate any Apartment in the Phase in which the Allottee(s) has Purchased the Apartment by ensuring that the Allottee(s) Apartment is not affected with such amendments.
- 38.2 The Promoter has disclosed the disclosures and information made by the Promoter, and under relevant provisions of RERA

The Allottee(s) has read and understood the disclosures, and has unconditionally and irrevocably given consent to the Promoter that he has decided to purchase the said Apartment considering the development of the said Sale Sub Plot Land in accordance with details given in Schedule 2 Part A to this Agreement and has further confirmed that he has no objection to the construction of the full potential of the FSI available in respect of the said Entire Land as disclosed in Schedule 2 Part A of this Agreement and has expressly given informed consent to the Promoter as required under Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Maintenance, Management and Transfer) Act, 1963 and Rules made thereunder (collectively referred to MOFA) and also under Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations made thereunder (collectively referred to RERA). The said consent is also for varying, amending, altering or modifying the plan of the said Building or construction of additional floor on the said Building, or construction of additional building(s) in the said Sale Sub Plot Land and/or the said Entire Land. The Allottee(s) is aware that the plans approved shall undergo changes, amendment, modification, alteration, variation, relocation, etc. in order to develop the said Entire Land including all the said Sale Sub Plot Land with the full potential of the said Entire Land and in accordance with the proposed development disclosed in the Schedule 2 Part A of this agreement. The Promoter shall be entitled to make any changes, amendment, modification, alteration, variation, relocation, etc in the Master Layout or in any of the Sub Plots. The Promoter shall also be entitled to relocate and/or realign open spaces, parking spaces, amenities, etc. The Promoter shall be entitled to realign utility and service connections. The Allottee(s) has given his unconditional and informed consent in favour of Promoter, under the provisions of MOFA and RERA for carrying out all or any of the aforesaid purposes. The Allottee(s) has made informed decision to purchase the said Apartment considering the aforesaid disclosure(s) made by the Promoter, and also based on aforesaid irrevocable consent given to the Promoter.



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 ALLOTTEE(S)

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else as the Promoter may desires or deem fit without any further or other consent or concurrence of the Allottee(s).

- 38.2.14 The Allottee(s) agrees, confirms and gives his informed consent that the Promoter shall be entitled to amalgamate or subdivide the said Entire Land or the said Sale Sub Plot Land from time to time.
- 38.2.15 The Allottee(s) agrees, confirms and gives his informed consent that the Promoter shall be entitled to consume and to Utilize whatever FSI which may be available in Future in respect of the said Entire Land and/or to Utilize TDR allowed to be utilized on the said Entire Land. The Allottee(s) agrees, confirms and gives his informed consent that the Promoter shall be entitled to consume and to Utilize any further or other F.S.I. allowed, sanctioned or introduced by the State of Maharashtra or by Municipal Corporation by change in law or Regulations as further floor or floors on the said Building, as further building(s)/Wing(s) on the said Sale Sub Plot Land as the Promoter may desire or deem fit.
- 38.2.16 The Allottee(s) agrees, confirms and gives his informed consent that the Promoter shall be entitled to relocate or revise the location of building line, ramp and access of the said building as the Promoter may desire or deem fit from time to time.
- 38.2.17 The Allottee(s) agrees, confirms and gives his informed consent that the Promoter shall be entitled to change user of any Apartment in the said Building or any of the building in the said Sale Sub Plot Land and to allow and permit such users in the said Building any Building situated on the said Entire Land, as the Promoter may desire or deem fit from time to time.
- 38.2.18 The Allottee(s) agrees, confirms and gives his informed consent that the Promoter shall be entitled to make additions or alterations in the said Building/ Buildings/ Project by installing any ramp or ramps Or internal lifts within or between floor or floors, making voids, enclosing voids, providing special Exclusive lift or lifts for any specific floor or floors and allowing use of any podium or ramp or terrace on the top floor as the Promoter may desires or deem fit from time to time.
- 38.2.19 All the changes, amendments and modifications to the said Building(s) / Master Layout Plans which the Promoter may do or caused to be done from time to time before receipt of the Occupation Certificate or thereafter and before receipt of building Completion Certificate or thereafter are hereby irrevocably Approved, accepted and confirmed by the Allottee(s) and the Allottee(s) shall not take any Objection or dispute the same in any manner whatsoever at any time hereafter.
- 38.2.20 The Allottee(s) has / have agreed with the Promoter that Promoter shall be entitled to increase the number of floors of the said building as they may desire or deem fit and Allottee(s) do hereby give his / her / their irrevocable and informed consent to the Promoter as contemplated under Section 7 and 7A of MOFA and also under section 14 of RERA.
- 38.2.21 The Allottee(s) agrees, confirms and gives his informed consent that the Promoter shall be entitled to revise, alter, amend, modify, change or substitute Master Layout Plan, Sale Sub Plot Layout Plan and said Building Plan including the number of floors of the said Building in which Allottee(s) has / have agreed to purchase and acquire premises under this Agreement.
- 38.2.22 The Allottee(s) hereby confirms and gives his informed consent that Promoter shall be entitled to relocate/realign the water, sewer, sewage, telephone, gas, Electric substation and other service and utility connections and lines, overhead underground tanks, pumps, Club House, recreation areas and all or any other areas, amenities and Common Facilities.
- 38.2.23 The Allottee(s) hereby agrees, confirms and gives his informed consent that the Promoter shall be entitled to vary and change the time schedule for any building in the said Sale Sub Plot Layout or Master Layout except in respect of the said building.
- 38.2.24 The Allottee(s) do hereby expressly and irrevocably accepts and confirms that the Building under reference does comply with requirement of open spaces as per provisions of Development Regulations and plans have been approved by Municipal Corporation with grant of concession in open spaces and for that the Allottee(s) will not hold the Promoter / Municipal Corporation liable for the same in future.
- 38.2.25 The Allottee(s) do hereby expressly and irrevocably agrees and confirms that he/she/they shall not raise any objection, claim, protest, grievance, etc or take out any legal proceedings before any court of law, or Competent Authority against any future development to be carried out by the Promoter or any neighborhood development which may be deficient in open spaces in future.
- 38.2.26 The Allottee(s) do hereby expressly and irrevocably agrees and confirms that he has accepted car parking by way of mechanical car parking system and/or car lift and/or stack parking. The Allottee(s) do hereby expressly and irrevocably agrees and confirms that he/she/they will not hold the promoter, its subsidiaries, assigns or Municipal Corporation liable for failure of mechanical parking system/car lift / Stack Parking at any time.
- 38.2.27 The Allottee(s) do hereby expressly and irrevocably agrees and confirms that size of rooms may not be



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adequate and he/she/they shall not institute any complains, grievances, concerns, etc to the Municipal Corporation or any Competent Authority or court for the inadequate sizes of rooms in future.

- 38.2.28 The Allottee(s) do hereby expressly and irrevocably agrees and confirms that he/she/they shall not institute any complaints, grievances, concerns, etc to the Municipal Corporation or any Competent Authority or court for inadequate maneuvering of car in the Car Parking Space(s).
- 38.2.29 The Allottee(s) do hereby expressly and irrevocable agrees and confirms that Promoter is entitled to utilize fungible FSI available on the said Entire Land, including on the said Sale Sub Plot Land and/or on the said Building Land.
- 38.2.30 The Allottee(s) do hereby expressly and irrevocable agrees and confirms that Promoter is entitled to amend/change modify any other Phase other than the Phase in which the Allottee(s) has Purchased the Apartment.
- 38.2.31 The Allottee(s) do hereby expressly and irrevocable agrees and confirms that Promoter is entitled to modify/amalgamate any Apartment in the Phase in which the Allottee(s) has Purchased the Apartment by ensuring that the Allottee(s) Apartment is not affected with such amendment
- 38.3 The Allottee(s) do hereby expressly and irrevocably agree and confirm that all the consents given by him/her/them to the Promoter under clause of this agreement is irrevocable and informed consent as prescribed under various provisions of MOFA including under Section 7 and 7A of MOFA and/or under section 14 of RERA. The Allottee(s) hereby further agrees, undertakes, warrants and confirms that he/she/they shall not withdraw, cancel, revoke or challenge the aforesaid consent given by him/her/them to the Promoter at anytime hereafter in any manner whatsoever under any circumstances.

39. SPECIFIC CONDITIONS RELATED TO SIGNAGE TO APPLY TO AND BE COMPLIED

39.1 By shops/Retail/Commercial Space(s)/office space(s).

In view of the importance of signage for the successful Project development, Allottee(s) has specifically agreed and understood that the Promoter shall have absolute right on the signage inside/outside/near, within or on the face of the Building/said Project and the Promoter may determine at its own discretion and allow the usage by the Allottee(s) of such signage. The Promoter shall have absolute right to identify, earmark and allot the places for affixing signage on the exterior/interior of the said Building/Building Land/Sale Sub Plot Land/Entire Land. The Allottee(s) shall be responsible to install and maintain signage within the space, so allotted by the Promoter, in a well lit, legible and in a proper manner at its/his/her own cost. The Allottee(s) hereby specifically agrees that the said allotted space for affixing signage etc. shall be increased, decreased or modified in any manner at the sole discretion of the Promoter from time to time. The Promoter may issue such guidelines/directions including but not limited to colour scheme, style and manner of the signage, proper maintenance and upkeep by the Allottee(s) of such signage from time to time. The Promoter may transfer such responsibility of identifying, earmarking and allotment of such signage to its nominees/assigns or Common Organization or to such agency as may be appointed by it at its sole discretion. Upon such transfer, the Promoter shall be released and discharged from all its obligations and responsibilities under this clause in respect of the signage. The Allottee(s) further undertakes, assures and guarantees that he/she/it would not put any sign-board/name-plate or any publicity material or advertisement material etc. on the face/facade of the said Building or anywhere on the exterior of the said Building or common areas or in the said Sale Sub Plot Land or Entire Land except at the places specially earmarked and allotted by the Promoter.



39.2 BY THE ALLOTTEE(S) / COMMON ORGANISATION / FEDERATION/APEX BODY

Post completion of the Building, the Promoter shall have an unfettered right to permanently display its Logo and/or Name or such other name being the Promoter's Brand Name or Trademark to the said Building on any conspicuous part of the said Building/Sale Sub Plot Land/Entire Land at the sole discretion of the Promoter and the Allottee(s) shall not claim any money or compensation for the same. The said name and logo shall never be removed by the Common Organization /Federation at any time. Any maintenance, fees charged, payable to the municipal authorities, and expense required for such display of name/logo would be paid by the Promoter. The Promoter shall pay compensation of RS 1100/- per annum for such benefits in perpetuity to the Common Organization.

40 AGREEMENT, SPECIFIC ONLY TO THIS APARTMENT.

Handwritten signatures and initials: 'ABZY' and '8953E'.

It is clearly understood and agreed by the Allottee(s) that the provisions of this Agreement are specific and applicable to the said Apartment offered for sale herein only and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any court(s), Consumer Disputes Forum(s) or any other judicial forum involving any other commercial space(s)/building(s)/ Project(s) of the Promoter/its associates/subsidiary companies, partnership firms in



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 ALLOTTEE(S)



The delay or indulgence on the part of the Promoter in enforcing any of the terms hereof, or any forbearance or giving of time shall not be construed as waiver on their part of any breach or non-compliance of any other terms and conditions hereof by the Allottee(s) nor shall the same in any manner prejudice any of the Promoter' rights hereunder.

49.1 NOTICES.

All letters, receipts and/or notices dispatched by the Promoter under certificate of posting to the Allottee(s) at the address given in the Agreement or change in address notified by the Allottee(s) shall be deemed to have been properly delivered to him on the 4th day of its posting. The Allottee(s) agrees to inform the Promoter in writing any change in the mailing address mentioned in the Agreement, failing which all demands, notices, etc. by the Promoter shall be mailed to the address given in the Agreement and deemed to have been received by the Allottee(s). In case of joint Allottee(s) communication sent to the first named Allottee(s) in the Agreement shall be deemed to have been sent to all the Allottee(s).

The Allottee(s)

Mr./Ms./ Attn MR. DHONDIBA SURYABHAN MADNE, , ,

Correspondence Address

S/O SURYABHAN MADNE, WARD NO 3, BEHIND POLICE STATION, PAHAD GALLI
UMRI, NANDED, MAHARASHTRA-431807
MUMBAI, MAHARASHTRA,
INDIA- 431807

Telephone - 9130121143

Mobile - 9130121143

Email ID - madned83@gmail.com

The Promoter

HILL VIEW VENTURES

Correspondence Address

PLAZA PANCHSHEEL, 'A' WING, 5TH FLOOR, HUGHES ROAD, BEHIND DHARAM PALACE, GRANT
ROAD (W), MUMBAI-400007

Contact No. :- 02261238200

Email ID - palmrose@hubtown.co.in

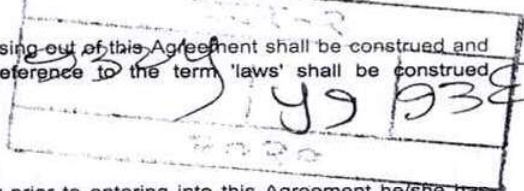
49.2 It is agreed between the Promoter and the Allottee(s) that any communication addressed to the Allottee(s) to the Promoter shall be in writing and shall be addressed by Registered Post A/c to the Address as mentioned in clause 49.1 or on the e-mail ID of the Promoter at palmrose@hubtown.co.in only

49.3 It is agreed between the Promoter and the Allottee(s) that any communication between the Promoter and the Allottee(s) will be valid and binding upon the Promoter only if the same is exchanged in the manner at the address / e-mail ID as mentioned in this Agreement and not otherwise. However, the Parties especially agreed and understood between the Promoter and the Allottee(s) that any e-mails addressed by the Allottee(s) to any other e-mail ID either of the Promoter or any Employee or Officer or Executive will be invalid communication not binding upon the Promoter and Allottee(s) shall not be entitled to rely upon such e-mail communication at any time in future. The Allottee(s) hereby agree and confirm that Promoter are not responsible or liable in any manner for any communication addressed to or carried on at any e-mail ID other than the authorized e-mail ID as disclosed in this Agreement by the Promoter.



50. LAWS OF INDIA.

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India and reference to the term 'laws' shall be construed accordingly.



51. MAHARASHTRA OWNERSHIP FLAT ACT (MOFA).

51.1 The Allottee(s) has confirmed and assured the Promoter prior to entering into this Agreement he/she has obtained legal advice and read and understood the MOFA Act and its implications thereof in relation to the various provisions of this Agreement.

51.2 The Allottee(s) is entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules, regulations, and notifications applicable to this transaction, the said Building, the said

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[Signature]
ALLOTTEE(S)



Building Land, the said Sale Sub Plot Land and the said Entire Land. The Allottee(s) hereby undertakes that he/she shall comply with and carry out, all the requirements, requisitions, demands and repairs which are required by any Development Authority/Municipal Corporation /Government or any other Competent Authority in respect of the said Apartment at his/her own cost and keep the Promoter indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

51.3 If the said Apartment and the Building in which it is located be subject to Maharashtra Flat Ownership Act, or any statutory enactments or modifications thereof, then the Common Areas and facilities and the undivided interest of each Apartment owner in the Common Areas and facilities as specified by the Promoter in the declaration which may be filed by the Promoter in compliance of Maharashtra Flat Ownership Act, shall be conclusive and binding upon the Apartment owners and the Allottee(s) agrees and confirms that his/her right, title and interest in the said Apartment, shall be limited to and governed by what is specified by the Promoter in the said declaration, which shall be in strict consonance with this Agreement and in no manner shall confer any right, title demand, claim or interest in any Lands, facilities, amenities outside the periphery of said Building and the Land beneath the said Building in which the said Apartment is located. It is made clear that the Promoter shall be the sole owner of the said Sale Sub Plot Land and Entire Land along with, facilities, amenities and Land outside the said Building and the Land beneath the said Building in which the said Apartment is located and the Promoter shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same to any one and in any manner at its sole discretion and the Allottee(s) shall have no claim whatsoever of any nature therein.

52. **REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016.**

52.1 The Allottee(s) has confirmed and assured the Promoter prior to entering into this Agreement he/she has obtained legal advice and read and understood the RERA Act and its implications thereof in relation to the various provisions of this Agreement.

52.2 The Allottee(s) is entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules, regulations, and notifications applicable to this transaction, the said Building, the said Building Land, the said Sale Sub Plot Land and the said Entire Land. The Allottee(s) hereby undertakes that he/she shall comply with and carry out, all the requirements, requisitions, demands and repairs which are required by any Development Authority/Municipal Corporation /Government or any other Competent Authority in respect of the said Apartment at his/her own cost and keep the Promoter indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

52.3 If the said Apartment and the Building in which it is located be subject to Real Estate (Regulation and Development) Act, or any statutory enactments or modifications thereof, then the Common Areas and facilities and the undivided interest of each Apartment owner in the Common Areas and facilities as specified by the Promoter in the declaration which may be filed by the Promoter in compliance of Real Estate (Regulation and Development) Act, shall be conclusive and binding upon the Apartment owners and the Allottee(s) agrees and confirms that his/her right, title and interest in the said Apartment, shall be limited to and governed by what is specified by the Promoter in the said declaration, which shall be in strict consonance with this Agreement and in no manner shall confer any right, title demand, claim or interest in any Lands, facilities, amenities outside the periphery of said Building and the Land beneath the said Building in which the said Apartment is located. It is made clear that the Promoter shall be the sole owner of the, said Sale Sub Plot Land and Entire Land along with, facilities, amenities and Land outside the said Building and the Land beneath the said Building in which the said Apartment is located and the Promoter shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same to any one and in any manner at its sole discretion and the Allottee(s) shall have no claim whatsoever of any nature therein.

53. **DOCUMENT OF TITLE.**

This Agreement shall constitute the document of title to the said Apartment agreed to be sold hereby in favor of the Allottee(s) and no separate or further document of title by way of conveyance or otherwise will be executed by the Promoter in favor of the Allottee(s).

54. **BENEFITS OF THIS AGREEMENT.**

The benefit of this Agreement shall be available for enforcement not only against the Allottee(s) but shall bind to the extent applicable to all the transferee(s) of the said Apartment.

55. **ENTIRE AGREEMENT.**

This Agreement along with its Annexure's, Schedules, Exhibits and Amendments thereto constitutes and represents the entire agreement between the Parties with respect to the subject matter hereto and supersedes, overrides and cancels any and all understandings, arrangements, any other agreements, correspondence, brochure whether written or oral. The Allottee(s) hereby expressly admits, acknowledges



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and confirms that no terms, conditions, particulars or information, pamphlets, leaflets, brochures, literature films, hoardings, website etc. and other promotional media or medium are shown only for the sake of advertisement(hereafter referred to "Prior & Non Binding Discussions") given or made or represented, by the Promoter and/or their agents to the Allottee(s) and/or his agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be deemed to form part of this Agreement or to have induced the Allottee(s) to enter into this Agreement and the same is not binding on the Promoter to provide unless specifically mentioned and agreed in this Agreement and subject to his right(s) and discretion to make changes in the same between the Promoter and the Allottee(s) which may in any manner be inconsistent with what is stated herein. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate agreement duly signed by and between the Parties The Promoter have not undertaken any responsibility nor has agreed anything with the Allottee(s) orally or otherwise and there is no implied Agreement or covenant on the part of the Promoter other than the terms and conditions expressly provided under this Agreement.

56. **EXECUTION OF THE AGREEMENT IN DUPLICATE.**

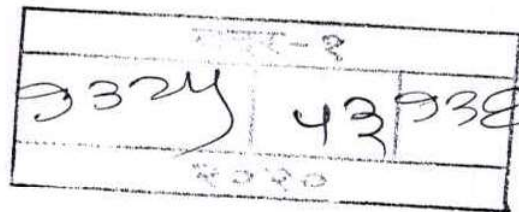
This Agreement is executed in duplicate. It is agreed that both the copies of agreement are original, one of which is retained by the Allottee(s) and another by the Promoter. Each page is signed by the Parties.

57. **REGISTRATION AND EXECUTION OF THIS AGREEMENT**

The Allottee(s) shall lodge the original agreement hereof for registration with the Sub-Registrar of Assurances within one month from the date hereof and intimate to the Promoter the serial number under which it is lodged and thereupon, the Promoter shall admit execution thereof.

58. **ARBITRATION.**

In the event that any dispute, the same shall be settled through arbitration by a sole arbitrator. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Mumbai, by a sole arbitrator. Names of three arbitrators as mentioned in Schedule 8 have been agreed by the parties from amongst which one of the arbitrators as may be available shall be selected by the Promoter to be the Sole Arbitrator. The Allottee(s) hereby confirms that he/she/it shall have no objection to such appointment. The arbitration shall be conducted in English. The Courts at Mumbai alone shall have the jurisdiction in all matters arising out of/touching and/or concerning this Agreement regardless of the place of execution of this Agreement which is deemed to be at Mumbai.



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[Signature]
ALLOTTEE(S)



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

SCHEDULE 1 Part A ABOVE REFERRED TO

(The Description of the said Entire Land)

ALL THAT piece and parcel of Land or ground situated and lying at C.T.S. NO. 42 of Village Kondivita, Taluka Andheri, B.S.D. M.I.D.C, Andheri (E) admeasuring approximately 4976 square meters or thereabout and follows that it is to say:-

- On or towards North : Road No 19
- On or towards South : CTS 42 (pt)
- On or towards East : CTS 42 (pt)
- On or towards West : Kondivita Road (14m wide)

SCHEDULE 1 Part B ABOVE REFERRED TO

(The Description of the said bifurcation of Entire Land)

SCHEDULE 1 Part B-1 ABOVE REFERRED TO

(The Description of the said "MIDC Handover Sub Plot Land")

ALL THAT piece and parcel of Land or ground situated and lying at C.T.S. NO. 42 of Village Kondivita, Taluka Andheri, B.S.D. M.I.D.C, Andheri (E) admeasuring approximately 2137 square meters or thereabout and follows that it is to say:-

- On or towards North : CTS 42 pt
- On or towards South : Metro Sub Plot Land
- On or towards East : CTS 42 pt
- On or towards West : Kondivita Road (14m wide)

SCHEDULE 1 Part B-2 ABOVE REFERRED TO

(The Description of the said "Metro Sub Plot Land")

ALL THAT piece and parcel of Land or ground situated and lying at C.T.S. NO. 42 of Village Kondivita, Taluka Andheri, B.S.D. M.I.D.C, Andheri (E) admeasuring approximately 532 square meters or thereabout and follows that it is to say:-

- On or towards North : MIDC Handover Sub Plot Land.
- On or towards South : CTS 42 pt.
- On or towards East : CTS 42 pt.
- On or towards West : Kondivita Road (14m wide).

SCHEDULE 1 Part B-3 ABOVE REFERRED TO

(The Description of the said "Sale Sub Plot Land")

ALL THAT piece and parcel of Land or ground situated and lying at C.T.S. NO. 42 of Village Kondivita, Taluka Andheri, B.S.D. M.I.D.C, Andheri (E) admeasuring approximately 2307 square meters or thereabout and follows that it is to say:-

- On or towards North : Road No 19.
- On or towards South : MIDC Handover Sub Plot Land.
- On or towards East : CTS 42 pt.
- On or towards West : Kondivita Road (14m wide).



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 PROMOTOR

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 ALLOTTEE(S)

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Schedule 1 Part C-1 ABOVE REFERRED TO

(The Description Details of Real Estate First Phase registered by Promoter under RERA Registration no. P51900000047)

ALL THAT piece and parcel of Land or ground situated and lying at C.T.S. NO. 42 of Village Kondivita, Taluka Andheri, B.S.D. M.I.D.C, Andheri (E) admeasuring approximately 525.67 square meters or thereabout and follows that it is to say:-

Sr.no.	Particulars	Area (in sq.mts.)	Nos
1.	Land Area (In sq.mtrs)*	525.67	-
2	Number of Buildings *	-	1
3	Sanctioned Number of Apartments*	-	77
4	Total Building Count	-	1
5	Sanctioned Building Count	-	1
6	Proposed but not sanctioned buildings Count	-	0
7	Built-up area as per Approved FSI (In sq.mtrs)	2969.54	-
8	Built-up area as per Proposed FSI (In sq.mtrs)	228.12	-
9	Total FSI*	3197.66	-
10	Number of Basements*	-	0
11	Number of Plinth*	-	1
12	Number of Podium's*	-	0
13	Number of slab of super structure*	-	11
14	Number of stilts*	-	-
15	Number of open parking*	-	-
16	Number of covered parking*	-	-
17	Proposed number of Floors	-	-
18	Proposed number of apartments*	-	-

**Schedule 1 Part C-2 ABOVE REFERRED TO**

(The Description Details of Real Estate Second Phase registered by Promoter under RERA Registration no. P51900000044)

ALL THAT piece and parcel of Land or ground situated and lying at C.T.S. NO. 42 of Village Kondivita, Taluka Andheri, B.S.D. M.I.D.C, Andheri (E) admeasuring approximately 500.26 square meters or thereabout and follows that it is to say:-

Sr.no.	Particulars	Area (in sq.mts.)	Nos
1	Land Area (In sq.mtrs)*	500.26	-
2	Number of Buildings *	-	1
3	Sanctioned Number of Apartments*	-	88


PROMOTOR


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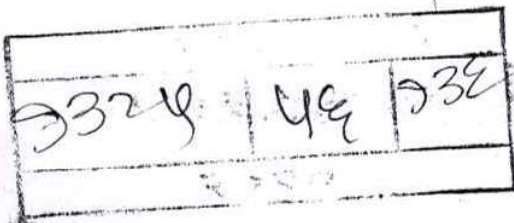


4	Total Building Count	-	1
5	Sanctioned Building Count	-	1
6	Proposed but not sanctioned buildings Count	-	0
7	Built-up area as per Approved FSI (In sq.mtrs)	3323.2	-
8	Built-up area as per Proposed FSI (In sq.mtrs)	0	-
9	Total FSI*	3323.20	-
10	Number of Basements*	-	0
11	Number of Plinth*	-	1
12	Number of Podiums*	-	0
13	Number of slab of super structure*	-	11
14	Number of stilts*	-	1
15	Number of open parking*	-	20
16	Number of covered parking*	-	9
17	Proposed number of Floors	-	11
18	Proposed number of apartments*	-	109



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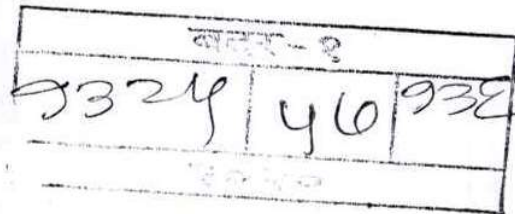
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ALLOTTEE(S)



SCHEDULE - 2 Part "A" ABOVE REFERRED TO

(The Description of the Layout as Proposed by the Promoter on the said "Entire Land" and the said "Sale Sub Plot Land")

Sr.No	DESCRIPTION	Entire Land	Sale Sub Plot Land
1	Area	4,976.00 sq.mts.	2,307.00 sq.mts
2	Aggregate area of recreation open space	186.89 sq.mts.	186.89 sq.mts.
3	Garden	0 sq.mts.	0 sq.mts.
4	Playground	0 sq.mts.	0 sq.mts.
5	Health Club (Located in PALMROSE - A WING)	196.10 sq.mts	196.10 sq.mts
6	Area of MIDC Handoyer Sub Plot Land	2137 sq.mts	00 sq.mts
7	Area of Metro Sub Plot Land	532 sq.mts.	00 sq.mts
8	Area of Sale Sub Plot Land	2307 sq.mts	2307 sq.mts
8(a)	Basement(s)	-	0 No
8(b)	Stilt		
8(b)i	PALMROSE - A WING	-	1 No
8(b)ii	PALMROSE - B WING	-	1 No
8(c)	Podium(s)	-	1 Nos
8(d)	No of Buildings/Wings	-	2 Nos
9	No of floors proposed in each of the building		
9(a)	PALMROSE - A WING	-	11 Nos
9(b)	PALMROSE - B WING	-	



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ALLOTTEE(S)



SCHEDULE 2 Part B ABOVE REFERRED TO

(The Description of the Layout as sanctioned on the said Entire Land and the said Sale Sub Plot Land)

Sr.No	DESCRIPTION	Entire Land	Sale Sub Plot Land
1	Sanctioned FSI	6920.86 sq.mts.	6920.86 sq.mts
2	Health Club (Located in PALMROSE - A WING)	196.10 sq.mts	196.10 sq.mts
3	Area of MIDC Handover Sub Plot Land	2137 sq.mts	-
4	Area of Metro Sub Plot Land	532 sq.mts.	-
5	Area of Sale Sub Plot Land	2307 sq.mts	2307 Sq.mtrs
6	Basement(s)	-	0 No.
7	Stilt		
7.i	PALMROSE - A WING	-	1 No
7.ii	PALMROSE - B WING	-	1 No
8	Podium(s)	-	1
9	No of Buildings	-	2 Nos
10	No of floors sanctioned in each of the building		
10(a)	PALMROSE - A WING	-	8 Nos
10(b)	PALMROSE - B WING	-	8 Nos

SCHEDULE 3 Part A ABOVE REFERRED TO

(The Description covenants affecting the said Sale Sub Plot Land)

The Promoter herein have specifically informed to the Allottee(s) that there are no covenants affecting the said Sale Sub Plot Land.

SCHEDULE 3 Part B ABOVE REFERRED TO

(The Description impediments affecting the said Sale Sub Plot Land)

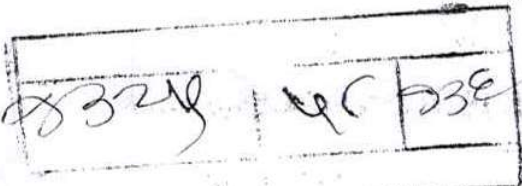
The Promoter herein have specifically informed to the Allottee(s) that there are no impediments affecting the said Sale Sub Plot Land.

SCHEDULE 3 Part C ABOVE REFERRED TO

(The Description illegal Encroachment affecting the said Sale Sub Plot Land)

The Promoter herein have specifically informed to the Allottee(s) that there are no illegal encroachments affecting the said Sale Sub Plot Land.


 PROMOTOR


 ALLOTTEE(S)


SCHEDULE 3 Part D ABOVE REFERRED TO**(Permissions affecting the title of the said Sale Sub Plot Land)**

The Sale Sub Plot Land shall be Leased by the Land owner to the Federation for the period of 30 years at the Annual lease rent of Rs.1,001/- for every 4,000 sq.mts of the area. The Lease shall be further renewed for period of 30 years. The lease shall be granted by Land owner in accordance with provisions contained in the Letter of Intent Date 28th April, 1997 issued by Maharashtra Industrial Development Corporation which is reproduced as follows:
"separate lease agreement at the rate of Rs. 1,001/- for every 4,000 sq.mts. of Land per year under slum rehabilitation building, within six months of completion of the Project".

SCHEDULE 3 Part E ABOVE REFERRED TO**(The Details of tenants/occupants on the said Building Land)**

The Promoter herein have specifically informed to the Allottee(s) that there are no tenants/occupants on the said Building Land.

SCHEDULE 3 Part F ABOVE REFERRED TO**(The details of Mortgage/Lien on the said Property)**

The Promoter herein have specifically informed to the Allottee(s) that the Promoter has not taken a loan for the purpose of implementation and construction in respect of this Project as below.

Bank Name from

Bank Escrow Account, bearing No.

SCHEDULE 4 Part A ABOVE REFERRED TO**(The Completion Dates for List of Common Amenities)**


Sr. no	Amenity Name	Completion Date
1	Club House Located in PALMROSE - A WING	31-DEC-2024

**SCHEDULE 4 Part B ABOVE REFERRED TO****(The Details of Possession dated for Car Parking)****SCHEDULE 4 Part C ABOVE REFERRED TO**

(The Description of Time Schedule for Completion of the connection for Municipal Services on said Sale Plot Land)

Building Name	Sewerage	Water Supply	Electricity	Drainage
Palmrose-A Wing	31-DEC-2024	31-DEC-2024	31-DEC-2024	31-DEC-2024
Palmrose-B Wing	31-DEC-2024	31-DEC-2024	31-DEC-2024	31-DEC-2024


PROMOTOR


ALLOTTEE(S)



SCHEDULE 6 ABOVE REFERRED TO

(The Schedule of Deposits and other charges as agreed by the Allottee(s))

Part A - Deposits

Sr. No	Amount	Particulars
A	Rs. 37,656/-	On account Security deposit for maintenance (to be transferred to the Common organization after adjustment of outstanding and dues of Promoter (if any).
B	Rs. 25,000/-	on account towards security deposit for removal of debris of Interior work (to be transferred to the Common organization after adjustment of outstanding and dues of Promoter, (if any).
C	Rs. 10,000/-	on account Security deposit for Maintenance of Sale Sub Plot Layout and Master Layout to be transferred to Federation and Apex Body respectively after adjustment of outstanding and dues of Promoter if any.
D	Rs. 0/-	on account towards interest free security deposit for Car Parking Space (to be transferred to the Common Organization).
E	Rs. 651/-	for share money, and Entrance fee of the Common Organization of the Allottee(s).
F	Rs. 651/-	For Share money and entrance fee of federation and/or Apex body.
TOTAL	Rs. 73,958/-	(RUPEES SEVENTY THREE THOUSAND NINE HUNDRED FIFTY EIGHT ONLY)

Part B - Other Charges

Sr. No	Amount	Particulars
A	Rs. 2,500/-	towards costs for formation and Registration of the Common Organization of the Allottee(s).
B	Rs. 2,500/-	Towards costs for formation and registration of the federation
C	Rs. 0/-	towards costs for formation and Registration of the Apex body
D	Rs. 15,000/-	Towards Water, Electric, and other utility and services connection charges & deposits and the like provided towards the said Apartment.
E	Rs. 5,000/-	Towards Water, Electric, and other utility and services connection charges & deposits, electrical receiving and Sub Station and the like provided in the said Sale Sub plot Layout.
F	Rs. 0/-	Towards Water, Electric, and other utility and services connection charges & deposits, electrical receiving and Sub Station and the like provided in the said Master Layout
G	Rs. 0/-	Towards Club House Charges, in accordance with the agreement.
H	Rs. 0/-	towards Layout Development Charges, Infrastructure Charges provided in the said Sale Sub Plot Layout
I	Rs. 0/-	towards Layout Development Charges, Infrastructure Charges provided in the said Master Layout
J	Rs. 5,000/-	Consultancy Charges, Legal Charges
K	Rs. 37,656/-	on account of advance Provisional maintenance Charges for Common Organization
L	Rs. 18,828/-	on account of advance Provisional maintenance Charges for Federation
M	Rs. 0/-	on account of advance Provisional maintenance Charges for Apex body
TOTAL	Rs. 86,484/-	(RUPEES EIGHTY SIX THOUSAND FOUR HUNDRED EIGHTY FOUR ONLY)

SCHEDULE 7 ABOVE REFERRED TO

(The Details of the Promoter, Architect & Engineer)

Sr. No	Name of Firm	Name of Person	Type of Vendor	Registration No / PAN No
1	HILL VIEW VENTURES	Rushank Vyomesh Shah Khilen Vyomesh Shah Aayush Atul Patel Aakash Atul Patel Kushal Hemant Shah	Promotor	AAKFH0237J
2	City gold Management Services	Maya Vaidya	Architect	Registration No. 088907 PAN :AABCC5736B



PROMOTOR



ALLOTTEE(S)


3	Integrated Building Services	Shahnawaz Siddiqui	Structural Engineer	STR/230/S
4	Parin Shah Architect	Parin Shah	Design Architect	CA/99/24471 PAN Card: AAQPS6093M
5	NA	NA	Turn Key Contractor	NA
6	NA	NA	RCC Contractor	NA

SCHEDULE 6 ABOVE REFERRED TO

(The Description of Details for the List of Arbitrators)

SR. NO	NAME OF ARBITRATOR	DESIGNATION
1	M.S. RANE	RETIRED JUDGE
2	V.R. DATTAR	RETIRED JUDGE
3	P.S. PANDIT	RETIRED JUDGE

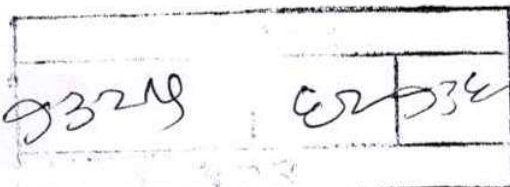


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ALLOTTEE(S)



This page forms a part of the Agreement for Sale dated 31/01/2020 for sale of Flat No 804 on the FLOOR-8 of the said Building known as PALMROSE - B WING executed between HILL VIEW VENTURES and MR. DHONDIBA SURYABHAN MADNE, , ,

SIGNED, SEALED AND DELIVERED
by the within named
"Promoter"

HILL VIEW VENTURES

in the presence of..

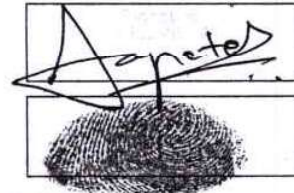
.....)
.....)
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SIGNED AND DELIVERED
by the within named ALLOTTEE(S)

- 1. MR. DHONDIBA SURYABHAN MADNE
- 2.)
- 3.)
- 4.)

in the presence of..

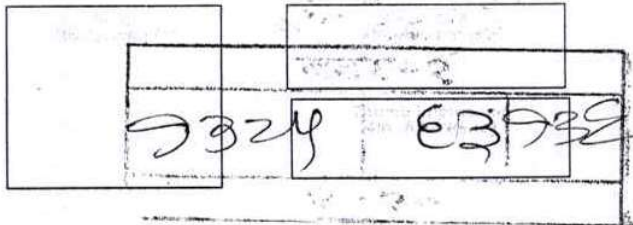
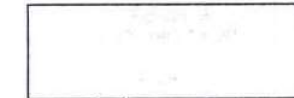
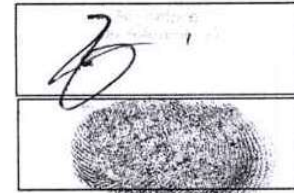
1)
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2.)
[Signature])



(AUTHORISED SIGNATORY - 1)



(AUTHORISED SIGNATORY - 2)



[Signature]

PROMOTOR

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ALLOTTEE(S)



RECEIPT

RECEIVED on or before the execution of these presents of and from the within named Allottee(s) the sum of Rs. 692,500/- (RUPEES SIX LAKH NINETY TWO THOUSAND FIVE HUNDRED ONLY.) being the amount within mentioned paid by him/her/them to us.

WITNESS:

1.

2.

[Handwritten signatures of witnesses]

WE SAY RECEIVED
FOR HILL VIEW VENTURES.

[Signature]
(AUTHORISED SIGNATORY - 1)

[Signature]
(AUTHORISED SIGNATORY - 2)

Compliance with Income Tax Act, 1961.

As required by Rule 114-B of the Income Tax Rules, 1962, the following information is furnished:

The Promoter P.A.N./G.I.R	HILL VIEW VENTURES AAKFH0237J
The Allottee(s) Name P.A.N./G.I.R.No	MR. DHONDIBA SURYABHAN MADNE AXOPM4812H
Name P.A.N./G.I.R.No	
Name P.A.N./G.I.R.No	
Name P.A.N./G.I.R.No	



[Signature]
PROMOTOR

[Signature]
ALLOTTEE(S)

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Annexure - A

Intimation of Disapproval & Commencement Certificate (Part 1 of Part 4)

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
Government of Maharashtra, Mumbai

No. DD/OFA/MRD/13/2017
Office of the Deputy Engineer,
MIDC, Marol Sub-Division,
Andheri (E), Mumbai 400 002.
Date: 22 / 05 / 2017

To,
M/s. Akshay Nirman Ltd.,
Akhil Center Floor, 6th Floor,
Central Road, Marol MIDC,
Andheri (E),
Mumbai - 400 002.

Sub: Amended plans approval for proposed Gate Buildings at Pocket No. VI, in Marol Industrial Area, Marol MIDC, Andheri (E).

Ref: 1) Your letter No. CGMS/21001/E 4(ARCH)/MIDC CORRE/ 13/2017 dated May 30, 2017.
2) This office letter No DD/OFA/MRD/13/2017 dated 01/06/2017.
3) CGMS/21001/E-4(ARCH)/MIDC CORRE/13/2017 dated June 05, 2017.

Dear Sir,

One set of modified plans, received from you vide letter under reference are hereby approved subject to the following conditions:

1. You had submitted plans for development of Pocket No. II having plot area of 4970 Sqm. Plot renumbering 2009 Sqm to be carried over to plot area 4970 Sqm. Plot area for Gate building covering 204 x 300. The details are as below:
 - (a) Total submitted for Akhil, Retail, Common.
 - (b) Built up area 3-48 Sqm.
 - (c) Earlier approved for Retail Common.
 - (d) Dilute area 762.88 Sqm.
 - (e) Built up area 622.88 Sqm.
2. Now submitted for Akhil, Retail, Common.
 - (a) Built up area 3351.45 Sqm.
 - (b) Earlier approved for Gate Residence.
 - (c) Dilute area 3111 Sqm.
 - (d) Built up area 3907.00 Sqm.
3. Upto date approval for Gate Residence - Retail.
 - (a) Dilute area 762.88 Sqm.
 - (b) Built up area 622.88 Sqm.



The complete scheme was approved by Local MILC, vide DE (P)'s letter No. 1211/97 dt. 13/09/97 and URBAN SECRETARY OF URBAN DEVELOPMENT, DEPARTMENT URBAN NO. 7/27/1097/1100/CR 13/2000/02-II dt. 3/3/2000. This office has approved copy of drawings, details of which are attached in the accompanying statement.

4. The above plans are adhered with the rules of the Govt. of Maharashtra for urban re-development scheme vide guidelines as per DCE/1092/Urban/82/188 dt. 19/08/92 and additional guidelines for

Urban re-development scheme vide resolution no. DCE/85 (10) of Development Control Regulations of Greater Bombay 1971 and notification of UD Department, Govt. of Maharashtra dt. 27/08/90 and modification and forwarded by Government of Maharashtra dt. 12/08/90.

5. In case of approval to the modified plans, the original approved to the drawing, received vide letter No. DE/Mum/VI/B-67282/2017 dt. 21/05/2017 by Deputy Engineer, MIDC, Marol Sub-Division, Andheri (E), is cancelled as described in the drawing approved. New approved the previously approved drawing. You are requested to return the above cancelled drawing to this office for record and cancellation.

6. This approval is subject to with the conditions put forward in agreement executed by M/s. Akshay Nirman Ltd., with MIDC, vide the office memo No. 2-17 of 05-06 and extension of time limit dt. 12/04/2014 is granted by this office vide letter No. DD/OFA/MRD/13/2017 dt. 13/04/2017.

7. Each and every storage tank having minimum capacity liters per WC and should be provided and be a minimum.

8. Necessary approach road to the plot from the edge of road or premises shall be provided with a cross drainage having a minimum dia of 900 mm or a RWD drain, as per the plan as approved by the Deputy Engineer. Necessary drainage shall be done before starting any work activities and shall be shown to the Deputy Engineer or his authorized representative, before starting the work on the plot.

9. The temporary structures shall not be allowed during construction period for which plan approved from the Deputy Engineer until the work shall be completed. Temporary structures shall be removed from the site immediately after completion of the building construction as approved by the Deputy Engineer.

10. During period of construction, stacking of material and construction progress shall be done only in the plot. No work shall be carried out in the plot, except the work approved by the Deputy Engineer. The work shall be governed by safety rules.

11. The boundary mark demarcating the boundary of the plot shall be properly maintained and kept in good condition and shown to the Deputy Engineer at all times and when required.

12. No tube well, bore well or open well shall be constructed in the plot unless without prior written permission.

13. The work of water supply and drainage shall be carried out through the approved authority only, as per the water supply regulations of MCOM, for which prior approval shall be obtained from the Deputy Engineer, MIDC, MPA, Marol Sub-Division, Andheri (E), Mumbai, prior to proceeding in the work.

14. Plans for any further structures and alterations/modifications will have to be got approved from the Deputy Engineer, MIDC, MPA, Marol Sub-Division, Andheri (E), Mumbai 90.

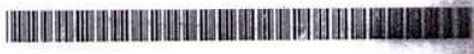
15. The plan of approval to the plans does not entitle the applicant to start construction of the structures with reference to the plot.



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PROMOTOR

ALLOTTEE(S)



Annexure - A

Intimation of Disapproval & Commencement Certificate (Part 2 of Part 4)

- 14. In case of power lines if any passing through the plot, the plot holder shall approach MSEDCL/REGULANCE ENERGY & obtained a letter specifying the vertical and horizontal clearances to be left and plan the structure accordingly.
- 15. Whenever the compound wall or gate is constructed, the gates should open inside the plot and if the plot is facing two or more sides of the road, the gates shall be located at least 15.00 meters from the corner of the junction of roads.
- 16. The waste effluent from the treatment work shall be connected to a soak pit if sewer lines/drainage collection systems are not available in the area and the outlet of waste effluent shall be located in 19972 class of sewer where sewerage or effluent collection system of MDC/MSDC is available and functioning, sewerage shall be connected to drainage line/lines after getting prior approval from the Deputy Engineer.
- 17. The necessary arrangement for 24 hrs. supply of water to unaccommodated water supply cannot be guaranteed by the Department.
- 18. In case a water stream is flowing through the plot allotted to the plot holder, the plot holder has to ensure that the maximum quantity of water under that point of entry of stream is allowed to flow uninterrupted through the plot and from the point of exit of the stream to the natural stream. The point of entry and exit of the stream should be clearly marked. The detailed plans, sections and designs for showing previous objection discharge of rainwater through the plot has to be submitted to this office and the work of filling the plot and driveway for which shall be undertaken unless a written permission for the work proposed is undertaken from the Deputy Engineer.
- 19. This permission stand cancelled if no construction work is started within 12 months from the date of issue of this letter. The date of starting construction work and date of completion must be informed to the Deputy Engineer in charge immediately.
- 20. The breach of any of these stipulations shall render the plot holder liable for action as provided in the MDC 13-C Rules and Regulations made there under and also terms of lease and schedule of penalties prescribed by the corporation for this purpose.
- 21. Department has got powers to add, amend, vary or rescind provision of regulations from time to time, as it may deem fit and the plot holder has to be abide by these rules & regulations.
- 22. As soon as the building work is completed, the same has to inform the Deputy Engineer. The work has to be verified and building shall not be occupied until the complete is confirmed from the Deputy Engineer MDC, SFA, MAND SUBDIVISION, ANDHRA (R).
- 23. You are requested to inform the Deputy Engineer concerned for opening up the tower of the building when the plinth of the building is completed. This is an obligatory requirement.
- 24. This approval is subject to permission of competent authorities under Urban Local Councils (Regulation) Act of 1974, if applicable.
- 25. The silt if provided is to be used only for parking purpose. No manufacturing activities are allowed.
- 26. The allottee, within a period of one year from the date of approval of the plan has to be plant trees in open marginal space at the periphery of the plot, at his own cost. The plantations shall be one tree for 100 sqm. of plot area and one tree of a diameter of 10 cm. on the front edge of road or part thereof then the trees so planted shall be maintained in good condition to be obtained.
- 27. NOC from the National Airport Authority Bombay Airport shall be obtained for the proposed layout.
- 28. Necessary NOC from Chief Exec. Officer, MCOB shall be obtained and furnished to this office before the issue of Commencement Certificate.
- 29. NOC from Deputy Engineer (Building Proposed), Bandra, MCOB, shall be obtained if required.
- 30. NOC from Hydraulic Engineer, (Storm Water Drain) MCOB, shall be obtained if required.
- 31. **Additional Conditions.**

- I. That you shall submit the certified Annexure - II from Executive Engineer, MDC Division No. 1 Thane for final eligibility of all sixty dwellers.
- II. That you shall submit the certified true copy of the agreement with eligible state dwellers along with plans before C.C. 7032. That the actual resolution of the Council for the proposed BRD Scheme will be submitted before C.C. 7032.
- III. That the necessary bond indemnifying the CEO, MDC, for development fines and for the occupancy before commencing the work.
- IV. That you shall submit the Annexure - III before further C.C. to the building under reference.
- V. That the existing structure proposed to be demolished will be demolished with necessary phase programme with agreement will be submitted and get approval before C.C.
- VI. That the "No Objection Certificate" shall be submitted from the following departments:
 - a. A.A. and C. (N) East Ward of MCOB
 - b. Civil Aviation
 - c. H.C. MCOB if required
 - d. MDC if required
 - e. Release Energy if required
 - f. ARI Now if required
- VII. That the Health Insurance Policy to cover the compensation claims arising out of workman's compensation Act 1923 will be taken out before starting the work and also shall be renewed during the construction.
- VIII. That the health will be provided as per requirement.
- IX. That the you shall pay Rs. 10,000/- per 30 sqm. towards maintenance deposit and Rs. 500/- per sqm. of built up



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PROMOTOR

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ALLOTTEE(S)

Handwritten numbers and signatures in a box: 9324, 04, 93E



Annexure - A

Intimation of Disapproval & Commencement Certificate (Part 3 of Part 4)

- 34. That the surrounding open spaces, parking spaces and lawns shall be kept open and un-built upon and shall be reserved and developed before finalising the project plan/contract or occupy the building or utilising the D.C. which may be granted.
- 35. That the name plate / board showing the plot number, Name of the building etc. shall be displayed at a prominent place.
- 36. That the "NOC" from Inspector of B.D., DMWD, Maharashtra, shall be obtained and submitted to this office before issue of Occupation Certificate.
- 37. That the drainage connections shall be from the Deputy Engineer, MWD, for provision of Street Tanks/Bores etc. shall be as follows.
- 38. That layout of the S.C. shall be developed as per the DC (Residential 1957).
- 39. That certificate under section 22GA, EMCO act shall be obtained from MTC Department regarding occupancy of water supply.
- 40. That occupation permission of any and the safe, adequate building/usable Area shall not be permitted until satisfactory condition for safe rehabilitation area is provided.
- 41. That office of Deputy Engineer, MWD, concerned shall be kept up to date on date books of the above concerned certificate if issued during the existence of the said rehabilitation scheme.
- 42. That all water supply of any other dwellings in vicinity to be treated as a public supply. The water treatment will be taken over by MWD, as per the provisions of the Maharashtra Water Supply Act, 1957 and the Clause No. 1.5a.

It is hereby recommended to you through the above conditions of this letter certificate area, should be as per enclosed annexure.

Yours faithfully,
 Deputy Engineer G. S.P.A.
 MTC, Mumbai
 Authorised Signatory

DA: One statement with details
 Enclosure attached

1. Copy submitted to the Executive Engineer, MTC, Division No. 1, Thane for review of the project details.
 2. Copy filed in Regional Office, MTC Regional Office, Thane, for information.
 3. Copy sent to M/S. G. S. P. A. Maharashtra Services Pvt. Ltd., Bhusur, District Office No. 117, Free Press Marg, Matunga, Mumbai - 400021.



Maharashtra Municipal Corporation (MTC) Form 107
 Form 107 - Intimation of Disapproval & Commencement Certificate
 Page 05
 For use only

Sl. No.	Name of the Applicant	Area (sq. ft.)	Area of the Plot			Total Area (sq. ft.)	Remarks
			Plot Area	Open Space	Other		
1	
2	
3	
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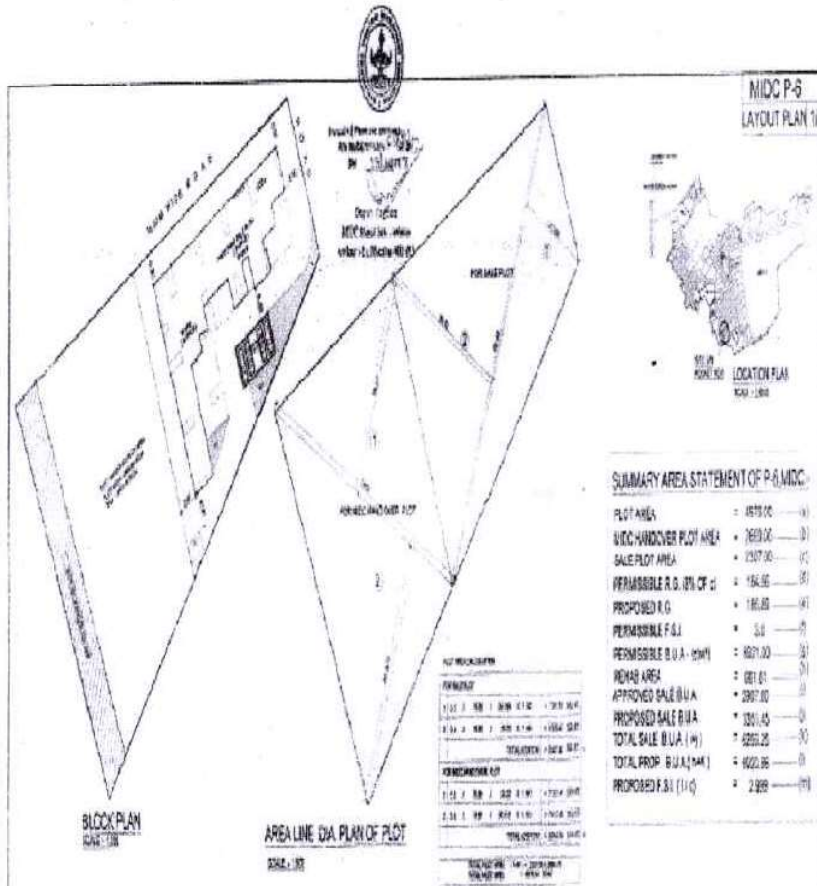
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AG
 PROMOTOR

[Signature]
 ALLOTTEE(S)



Annexure A-1
Layout as Sanctioned on the said Entire Land/Sale Sub Plot Land (Part 4 of Part 4)



Sl. No.	REMARK	Area (Sq. Ft.)	Area (Sq. Mtr.)	Remarks
1	Plot Area	1879.00	172.80	
2	MDC Handover Plot Area	1629.00	150.50	
3	Sale Plot Area	1207.00	111.50	
4	Permissible R.O. (20% of 1)	156.96	14.50	
5	Proposed R.O.	161.68	15.00	
6	Permissible F&I	5.8	0.54	
7	Permissible B.U.A. (50%)	827.00	76.40	
8	Remark Area	681.01	62.90	
9	Approved Sale B.U.A.	3297.00	304.50	
10	Proposed Sale B.U.A.	3311.45	305.50	
11	Total Sale B.U.A. (14)	6255.25	578.50	
12	Total Prop. B.U.A. (14A)	4022.96	371.50	
13	Proposed F&I (11C)	2.899	0.27	

PROMOTOR

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ALLOTTEE(S)

