

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai 18th day of Nov, 2014

BETWEEN:

JAWALA REAL ESTATE PRIVATE LIMITED a company incorporated under the Companies Act, 1956 and having its registered office at C-35, 1st floor, Hauz Khas, Nr. Hauz Khas Police Station, New Delhi 110016 hereinafter referred to as "THE COMPANY" (which expression shall unless contrary to the context or meaning thereof, mean and include their successors in title) of the First Part.

AND

 
R. B. Ghosh

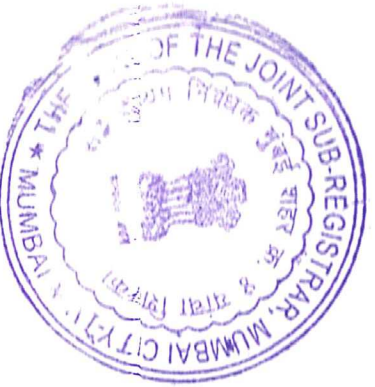
2_21.11.2014

Shreyans A. Shah and Nirupa A. Shah residing/having its address at 7-C. Waterlook Apt. Nr. Commissioner Bunglow lane, Athwalines Surat - 395007. and assessed to Income Tax under Permanent Account Number (PAN) AAMPS4538F/AHPPS8235H hereinafter referred to as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include (a) in case of an Individual, such individual's heirs, executors and administrators and permitted assigns; (b) In case of a Partnership Firm, the partners for the time being thereof, the survivors or the last survivors of them and legal heirs, executors, administrators of last survivor of them ; and his/her/their/its permitted assigns, and (c) In case of a Company/Society its successors and permitted assigns, and in all cases all persons claiming by under or through such Purchasers including his/her/their/its successors in interest) of the OTHER PART.

(The Company and the Purchaser are hereinafter individually referred to as "Party" and collectively referred to as "Parties").

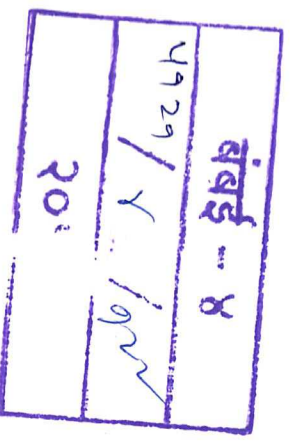
WHEREAS:-

- A. The Company is/shall be constructing the Building (as defined herein) on the Property (as defined herein), being a portion of the said Larger Property (as defined herein). The brief chain of rights of the Company in respect of the said Larger Property has been set out in Annexure 1 hereto
- B. By a letter bearing Serial No. EB/1342/GS/A dated 24th January, 2006 Executive Engineer Building Proposal City – 1 'E' Ward of Municipal Corporation of Greater Mumbai (MCGM) inter alia granted Intimation of Disapproval (IOD) to the Company, as amended from time to time inter alia approving the plans for development of the Building. Hereto annexed and marked as Annexure-4A is the copy of the Intimation of Disapproval.
- C. By a letter bearing Serial No. EEBPC/1342/GS/A dated 03-07-2007, Assistant Engineer Building Proposal City (R&R) 'E' Ward of (MCGM) inter alia granted Commencement Certificate to the Company, as amended from time to time inter alia permitting commencement of the development of the Building. Hereto annexed and marked as Annexure -5 is the copy of the Commencement Certificate.
- D. The Company has engaged the services of architects and structural engineers for the preparation of the Structural design and drawings thereof and the construction of the Building shall be under the professional supervision of the said architects and the structural engineers as required under the bye-laws of the local authorities.
- E. The Copy of the Certificate of Title of Advocate Mr Pradip Garach showing the nature of the title of the Company to the said Larger Property on which the Building is to be constructed is hereto annexed and marked as Annexure 6. A Copy of the plan with respect to the Unit is attached herewith as Annexure 7.



[Handwritten signature]

2



F. The Purchaser has approached the Company and applied for allotment of the Unit (as defined herein) in the Building and the Company has agreed to allot the said Unit. Relying upon the said application and the representations, declarations and assurances made by both the Parties, to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Company has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Company the Unit at the consideration and on the terms and conditions hereinafter appearing.

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

1. **DEFINITION AND INTERPRETATION:-**

- 1.1 "Agreement" shall mean this Agreement together with the Schedules and Annexures hereto and any other deed and/or document(s) executed in pursuance hereof.
- 1.2 "Approvals" shall mean and include all licenses, permits, approvals, sanctions, consents obtained/to be obtained from granted/to be granted by the competent authorities in connection with the Larger Property /Building/ Project /Unit and/or the development thereof including but not limited to plans, IOD, CC, OC and/or BCC.
- 1.3 "Building" shall mean the multi-storied building consisting of four level (P3 to P6) project parking podiums under the Property, P7 level of the podium and upto eighty-one upper floors and as defined in Annexure "2" to be/ being constructed by the Company on the Property
- 1.4 "Building CAM Charges" shall mean the common area maintenance charges payable by the Purchaser for inter alia the maintenance of Unit / Building and its immediate periphery within 6 metres thereof.
- 1.5 "Buildings" shall mean seven or more multistoried buildings having several wings either residential or commercial, being or proposed to be constructed on the said Larger Property including the said Building. The term Buildings shall also include all amenities, facilities, services, such other building or structures or otherwise required to be constructed by the Company including a public parking lot.
- 1.6 "Building Protection Amount" shall mean the amounts specified in the Annexure 2.
- 1.7 "CAM Charges" shall mean the Federation CAM Charges and Building CAM Charges payable by the Purchaser inter alia for the maintenance of the Unit/Building/Property, costs of insurances and Supervisory Expenses, but shall not include the Property Taxes, Land/property Tax, Society and Other Charges.

"CAM Commencement Date" shall mean 30 (thirty) days after the Date of Offer of Possession (for fit outs) regardless of whether the Purchaser takes the Unit or not.



[Signature]
3
[Signature]

दिनांक - ४
११/२९/१७
२०१८

1.9 "Carpet Area" shall mean the carpet area of the Unit including all passages, decks, balconies, service slabs, cupboards, niches, elevation treatment and/or any other area which the Purchaser is exclusively entitled to use. Such carpet area is calculated on bare shell basis, prior to application of any finishes / finishing material and is subject to tolerance of +/- 2% on account of structural, design and construction variances.

1.10 "Common Areas and Amenities" shall mean the common areas and amenities as are available to and /or in respect of the Unit/Building/Project, as the case may be and more particularly described in the Annexure "3" hereto.

1.11 "Federation" means a federation of the society/condominium/company to be/ may be formed to manage and control the Larger Property, the common areas and amenities upon conveyance thereof in its favour.

1.12 "Federation CAM Charges" shall mean the common area maintenance charges payable by the Purchaser for maintenance of all Common Areas and Amenities in respect of the Unit / Building /Project, but shall not include the Building CAM Charges.

1.13 "Date of Offer of Possession (for fit cuts)" shall mean the date as specified in Annexure 2 herein on which the Company shall endeavor to make available to the Purchaser the Unit for fit outs subject to the receipt by the Company of the Total consideration and all other taxes and charges payable under this Agreement. This shall be the date on which the notice for readiness of the Unit for fit outs is issued by the Company plus 15 days.

1.14 "Date of Offer of Possession" shall mean the date on which the occupation certificate is issued (or deemed to be issued) as per the relevant provisions of legislation)

1.15 "Land Under Construction (LUC) Reimbursement" or "LUC" shall mean the Land Under Construction Reimbursement charges payable by the Purchaser to the Company for the period of start of construction till the Date of Offer of Possession (for Fit outs).

1.16 "Liquidated Damages" shall mean an amount equivalent to 10% of the Total Consideration as defined under this Agreement plus applicable service tax.

1.17 "Property" shall mean such piece and parcel of land on which the Building physically stands, the Building and exclusive rights to use and maintain a portion of the podium towards the north-west corner of the Building.

1.18 "Refund Amount" shall mean the Total Consideration or part thereof paid by the Purchaser hereunder after deducting therefrom the Liquidated Damages and any other amount and dues payable by the Purchaser to the Company.



[Handwritten signature]
[Handwritten signature]

वार्ड - 8
4929 / C / 92
2098

1.19 **"Society and Other Charges"** shall mean the Society and Other Charges payable by the Purchaser set out in Annexure "2" hereto towards and including layout deposits, Land Under Construction Reimbursement Charges, Electricity Deposit Reimbursement, OD deposits or permanent deposits, water connection charges, electricity connection and meter charges, betterment charges, development charges, gas/pipe gas connections charges, internet connection deposits, Telephone connection deposits, cess, levies and charges, along with applicable direct and/or indirect taxes, but shall not include CAM Charges and Property Taxes.

1.20 **"The said Larger Property"** or **"the Larger Property"** shall mean the lands more particularly described in Schedule of Larger Property of this Agreement on which the development comprising inter alia of the Buildings is planned to be carried out and shall include any contiguous pieces of land which may added to the said development over time.

1.21 **"Transfer"** shall mean the sale, transfer, assignment, directly or indirectly, to any third party of (i) the Unit or the interest therein and/or (ii) the benefit of this Agreement and/or (iii) (a) in case the Purchaser is a company, directly or indirectly, (i) the change in control and/or (ii) Management and/or (iii) shareholding of not less than 25%, of the company or its holding (b) in case the Purchaser is a Partnership Firm or an LLP, the change in constitution thereof. The term **"Transfer"** shall be construed liberally. It is however, clarified that the Transfer in favour of (i) a Relative (as defined under the Companies Act, 1956) or (ii) a holding/subsidiary company (subject to (iii) (a) above) shall not constitute Transfer of the Unit.

1.22 **"Total Consideration"** shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of Unit as set out in clause 5.1 below and in Annexure "2" hereto.

1.23 **"Ultimate Organization"** shall mean the condominium to be formed in respect of the Building.

1.24 **"Unit"** shall mean the Unit in the Building and the details thereof are given in Annexure "2" hereto.



RULES FOR INTERPRETATION

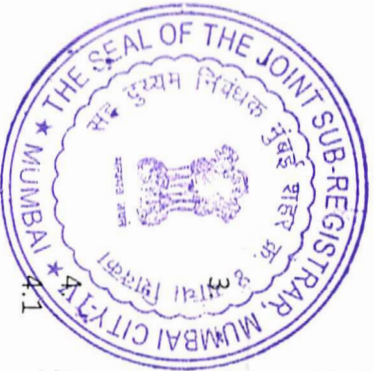
In this Agreement where the context admits:-

All references in this Agreement to statutory provisions shall be construed as meaning and including references to:-

- a) Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
- b) All statutory instruments or orders made pursuant to a statutory provision; and
- c) Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.

बंवाई - ४
११२९ / ७ / १९९९
२०१४


5
R. R. Ghosh



- 2.2 Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 2.3 Headings to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and shall be ignored in construing the same.
- 2.4 References to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.
- 2.5 Reference to days, months and years are to Gregorian days, months and calendar years respectively.
- 2.6 Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- 2.7 The words "include" and "including" are to be construed without limitation.
- 2.8 Any reference to the masculine, the feminine and the neutral shall include each other.
- 2.9 In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.
- 2.10 The Purchaser confirms and warrants that the Liquidated Damages is a genuine/pre-estimate of the loss or damage that is likely to be suffered by the Company on account of breach of the terms of this Agreement by the Purchaser. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Company, the ability or inability of the Company to resell the Unit, among others. The Purchaser waives his right to raise any objection to the payment or determination of liquidated damages in the manner and under the circumstances set out herein.

The recitals above shall form part and parcel of this Agreement and shall be read in conjunction with this Agreement.

DISCLOSURES AND TITLE

The Purchaser hereby declares and confirms that prior to the execution of this Agreement, (i) the Company has made full and complete disclosure of the title to said Larger Property, (ii) he has taken full, free and complete inspection of all the relevant documents and (iii) in relation to the Unit/Building/Larger Property has satisfied himself of inter alia the following:-

- a) Nature of the Company's right and title and all encumbrances
b) The drawings, plans and specifications.


6
M. Ashm

4929 / L form	2018
---------------	------

- c) Nature and particulars of fixtures, fittings and amenities.
- d) All particulars of designs and materials to be used in construction of the Unit and the Building.
- e) The Approvals obtained and yet to be obtained.

4.2 The Purchaser confirms that the Purchaser has after (i) reading and understanding all the terms and conditions set out in this Agreement and understood the mutual rights and obligations of the Parties to the Agreement and (ii) satisfying himself in all respects with regard to the title of the Company in respect of the said Property/Building/Unit and agreed to enter into and execute this Agreement. The Purchaser further confirms that the Purchaser was provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and conditions hereof. The Purchaser further confirms that the queries raised by him with regard to the Unit/Building/Larger Property/Unit and the terms hereof have been responded to by the Company. The Purchaser confirms that the Purchaser has been suitably advised by his advisors and well wishers and that this Agreement is being executed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Property/Building/Unit and the implication of the terms and conditions contained in this Agreement.

5. AGREEMENT TO SELL AND CONSIDERATION

5.1 The Purchaser hereby agrees to purchase/acquire from the Company and the Company hereby agrees to sell to the Purchaser, the Unit for an aggregate lump sum consideration of the Total Consideration set out in Annexure "2" hereto subject to (i) the terms and conditions mentioned herein and/or the Approvals. The Total Consideration is exclusive of any sums or amounts including contribution, cess, levies, fees, deposits, CAM charges, Property Taxes, Electricity Deposit Reimbursement, Land Under Construction (LUC) Reimbursement, Society and Other charges of any nature whatsoever as are or may be applicable and/or payable hereunder or in respect of the Unit or otherwise (present or future) and all such amounts shall be entirely borne and paid by the Purchaser on demand being raised by the Company.

5.2. The Total Consideration shall be paid in installments to the Company from time to time in the manner more particularly described in Annexure 2 hereto, time being of the essence. The Purchaser acknowledges that the 'Construction Progress Linked Payment Plan' offers several advantages to the Purchaser, including that the installment payments may become due later in time than as envisaged at the time of entering into this Agreement, if the relevant construction milestones are delayed. This significantly reduces the risk of the Purchaser as compared to the 'Time Linked Payment Plan' option and the Purchaser has entered into this Agreement after taking into account the advantages and risks of the 'Construction Progress Linked Payment Plan'. The Company has agreed to accept the aforesaid Total Consideration on the specific assurance of the Purchaser that the Purchaser:-

- (i) shall make payment of the installments as stated in Annexure "2" hereto, without any delay or demur for any reason whatsoever and



वर्ग - ४
११२१/६/१०२
२०१८

[Handwritten signature]
[Handwritten signature]
 7
[Handwritten signature]

- (ii) shall observe all the covenants, obligations and restrictions stated in this Agreement and
- (iii) Confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this agreement by the Purchaser.

5.3. It is clarified and the Purchaser accords his irrevocable consent to the Company to appropriate any payment made by him/her/it, notwithstanding any communication to the contrary, in the following manner:

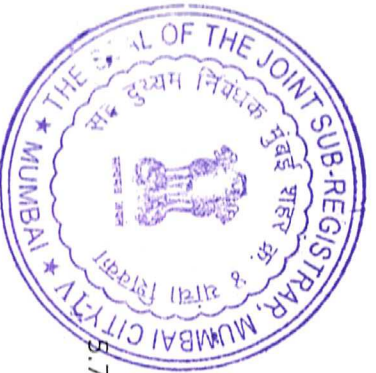
- (i) **Firstly** towards any cheque bounce charges in case of dishonour of cheque or any other administrative expense incurred by us towards your booking
- (ii) **Secondly**, towards interest as on date of delayed payments
- (iii) **Thirdly**, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and taxes payable in respect of the Unit;
- (iv) **Fourthly**, towards outstanding dues including Total Consideration in respect of the Unit or under the Agreement

5.4. Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to appropriation/application of the payments made hereunder shall be valid and binding upon the Company.

5.5. The project costing has been done on the basis of a foreign exchange rate of 1 USD = INR 60. In case there is a depreciation of the rupee above this, the first 5% increase shall be absorbed by the Company. Any cost increase till the Date of Offer of Possession (for Fit Outs) on account of rupee depreciation beyond this 5% limit, shall be borne by the Purchaser and shall become due simultaneously with the offer for possession for fitouts. The additional amount payable shall be calculated as follows:
Total Consideration x 10% x (applicable % depreciation of INR beyond assumed exchange rate – 5%)

5.6. The applicable % depreciation shall be based on the applicable exchange rate at the time of payment for various forex dependent items/services (which are directly paid in forex or whose INR pricing is significantly linked to forex movement). The said applicable % depreciation shall be certified by the CA of the Company and the Purchaser agrees that such calculation shall be binding on him and waives any right to raise a dispute in this regard. The Purchaser agrees and undertakes to pay such amounts to the Company within 7 days from the receipt of the demand in writing in that regard, time being of the essence. The Company confirms that such demand shall only be raised simultaneously with the offer for possession for fitouts.

5.7. Further, it is clarified that irrespective of the magnitude of exchange rate change, the additional amount payable on account of this factor shall not exceed 4.9% of the Total Consideration under any circumstances. It is also clarified that the Total Consideration shall not stand reduced below the amount(s) stated therein under any circumstances




Mr. Acharya

दिनांक - ४
१९२९/१०/१२२
२०१४

6. CONSTRUCTION AND DEVELOPMENT

6.1 The Company shall, subject to the terms hereof, construct the Building in accordance with the approvals and/or plans, designs and specifications and amendments thereto as approved by the concerned local authority. The Purchaser is aware that while the Company has obtained some of the Approvals certain other Approvals are awaited. Having regard to the above position, the Purchaser has entered into this Agreement without any objection or demur and agrees not to raise and waives his right to raise any objection, in that regard. Without prejudice to the aforesaid, the Purchaser hereby confirms that the Company shall be entitled to amend and modify the plans of the Project, the Buildings, the Building or the Unit, provided that such amendment/modification shall not result in reduction in the carpet area of the Unit. It is clarified that in the event, the final carpet area of the Unit is more than the Carpet Area agreed to be provided hereunder, the Purchaser agrees and undertakes to pay additional consideration to the Company for such excess area on pro rata basis, based on the Total Consideration stated in clause 5.1 hereinabove.


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

6.3 The Company, if permitted by the appropriate authorities, reserves to itself the right to transfer the construction permissible on the said Larger Property or transfer to the said Larger Property for construction permissible on any other property and lay out such construction accordingly at any time. The Purchaser hereby accords his irrevocable consent to the same and undertakes not to raise any objection to such construction by Company and waives his rights to raise such objection or make any claims in that regard.

6.4 The Company shall be at liberty and is entitled to complete any portion/floor/wing/part of the Building and apply for and obtain Part Occupation Certificate thereof. When offered, the Purchaser shall be obliged and undertakes to take Unit for possession (for fit outs) on the basis of such Part Occupation Certificate which relates to the Unit. In such an event, the Company shall, without any hindrance or objection by the Purchaser, be entitled to carry out by itself or through its contractors or otherwise the remaining work in respect of the Building and/or the Larger Property even if the same causes any nuisance and annoyance to the Purchaser.



बंदई - ४
५२९ / ११ / १२
२०१४


9
T. R. S. S. S. S.

6.5 The Purchaser agrees that till such time that the conveyance of the said Larger Property in favour of the Federation or Ultimate Organizations is executed, the Company shall retain with itself all the rights on the terrace of the said Building either by themselves or through their nominee(s) or assignees as the case may be (including the right to exclusively commercially exploit the same including but not limited to installing antennae of various telecom and other service providers) and the Purchaser agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. Subject to the aforesaid, the Company shall be at absolute liberty to allot/assign the said right to such person/s in the manner as they may deem fit and proper.

7. BRAND ASSOCIATION

7.1 The Building shall be known as "TRUMP® TOWER MUMBAI" ("Composite Mark").

7.2 The Purchaser is aware that the Company has been granted by DT Marks Worli LLC ("Trump" which expression shall include its successors and assigns), *inter alia* a right to use the Composite Mark for marketing and promoting the Building, and the purchasers of the units in the Building shall also have the right to use the Composite Mark solely for the purpose of identifying the address of such Unit at the Building during the subsistence of the License Agreement or the Subsequent License Agreement.

7.3 The Purchaser acknowledges that (i) the Property/Larger Property is not owned, developed or sold by Donald J. Trump, the Trump Organization or any of their principals or affiliates, and that (ii) the Company, the owner, developer, and seller of the Units of the Building, are entitled to use the "Trump" name and mark under license from Trump to identify and promote the Building only as "TRUMP® TOWER MUMBAI" (and no other buildings in the Larger Property), upon certain agreed terms and conditions, which license may be terminated or revoked according to the terms agreed between the Company, and Trump,

7.4 The Purchaser is aware of, and hereby confirms, acknowledges and agrees that any use of any of Donald J. Trump's or Trump's tradenames or trademarks, service marks, domain name or logos, including the trademark "Trump" without prior consent from Donald J. Trump and/or Trump, is expressly prohibited. Additionally, in the event that the license between the Company and Trump is terminated for any reason, all use of Donald J. Trump's or Trump's tradename and trademarks or service marks, domain name and logos shall cease immediately and all indicia or connection between the Property and Donald J. Trump or Trump, including signs or other materials bearing any of Donald J. Trump's or Trump's trademarks, servicemarks, tradenames, domain name, and logos shall be removed from the Property/ Building in accordance with the terms of the license, including any reference or identification of the address of the Purchaser's Unit.




10


नं. - 8
4929 / 92/92
2098

7.5 The Purchaser also understands and agrees that in no event shall the Purchaser pursue, file or initiate any legal action against any Trump Indemnified Party for disputes or matters arising from this Agreement. "Trump Indemnified Parties" shall mean DT Marks Worli LLC, Donald J. Trump, its, his, and her members, partners, affiliates, shareholders, employees, representatives, directors, officers, managers, successors, and assigns and, to the extent not already included in the foregoing list, Donald J. Trump, Jr., Eric Trump, and any child or descendant (including by adoption) or current or former spouse of any of the foregoing.


7.6 The Purchaser is aware of, and hereby confirms, and acknowledges that notwithstanding anything to the contrary contained in any other document, Trump and the other Trump Indemnified Parties shall not be responsible for and shall have no liability to the Company or any other individual or entity, including, without limitation, the Purchaser, any unit owners, occupants and/or lenders for (i) any design, construction, repair, operation means, methods, techniques, sequences and procedures, or for security or safety precautions and programs, with respect to the design, construction, repair, or operation of the Property or (ii) the handling of any funds or deposits, including, without limitation, the Total Consideration, paid by the Purchaser pursuant to this Total Consideration or otherwise.

7.7 The Purchaser is fully aware of, and confirms, understands and agrees that (a) none of the Trump Indemnified Parties, including, without limitation Trump, has or shall hereafter provide architectural, engineering, contractor, legal, professional or similar services to the Company in any capacity or have any liability to Licensee or any other individual or entity, including, without limitation, the unit owners, occupants and/or lenders as such, and (b) no reviews, recommendations, approvals, or advice to be furnished by any of the Trump Indemnified Parties under the license shall be deemed to be warranties or guarantees or constitute the performance of professional services as aforesaid, but instead, are intended solely for the benefit of Trump, in order that it may protect the goodwill associated with any of Donald J. Trump's or Trump's trademarks, servicemarks, tradenames, domain name, and logos.

7.8 As a condition for permission to use the Composite Mark in respect of the Building as aforesaid, the Purchaser has agreed to and undertakes to comply with and/or cause the Ultimate Organization to comply with the terms and conditions as specified in Annexure 4 to this Agreement.



बंवाई - ४
२१२९/९३ / १२२
२०१४


11
R. Singh

payment of such balance Total Consideration or part thereof in accordance with the terms hereof, by the Purchaser to the Bank / Financial Institutions, shall be a valid payment of consideration or part thereof and discharge of his obligations hereunder.

9.

LOANS AGAINST THE UNIT

9.1

It is hereby expressly agreed that notwithstanding that the Purchaser approaches/has approached any Banks/Financial Institutions for availing of a loan in order to enable the Purchaser to make payment of the Total Consideration or part thereof in respect of the Unit to the Company and/or mortgaged/mortgages the Unit with such Banks/Financial Institutions (which is to be subject to issuance by the Company of a No-Objection Letter in favour of such Banks/Financial Institutions) for repayment of the loan amount, it shall be the sole and entire responsibility of the Purchaser to ensure that the timely payment of the Total Consideration or the part thereof and/or the amounts payable hereunder. Further, the Company shall not be liable or responsible for the repayment to such Banks/Financial Institutions of any such loan amount or any part thereof taken by the Purchaser. All costs in connection with the procurement of such loan and mortgage of the Unit and payment of charges to banks, institutions, shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts (including total consideration, contribution, CAM Charges, Property Tax, Society and Other Charges, any other costs, expenses, penalties payable on or before the Date of Offer of Possession (for Fit Outs) payable hereunder have not been paid, the Company shall have a lien on the Unit to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.

9.2

The Purchaser hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Company and/or such Banks/Financial Institutions. The Company shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organization/Federation about the lien/charge of such Banks/Financial Institutions and the Company shall not be liable or responsible for the same in any manner whatsoever.

9.3

The Purchaser shall indemnify and keep indemnified the Company and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Company and its successors and assigns may suffer or incur by reason of any action that such Banks/Financial Institutions may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the Unit.




Mr. D. M. D.

१११९ - ४
५१२९ / १४ / ११/११
२०१४

10.

CAR PARKING

The Purchaser is aware that as a part of the Building and as a common amenity, the Company is constructing multiple basements and multiple podiums which consist of several car parking spaces to be used by the purchasers of the units of the Building/s. At the request of the Purchaser, the Company hereby allocates to the Purchaser car parking spaces as set out in Annexure -2 hereto (hereinafter referred to as "the said Car Parking Spaces"). The exact location of the Car Parking spaces allocated to the Purchaser shall be finalized by the Company at the time of handing over the possession of the Unit. The Purchaser is aware that the Company has in the like manner allocated and shall be allocating other car parking spaces to several purchasers of the units in the Building/s and undertakes not to raise any objection in that regard and the rights of the Purchaser to raise any such objection shall be deemed to have been waived. The Purchaser hereby further warrants and confirms that the Purchaser shall, upon formation of the Ultimate Organization and/or execution of Conveyance, as contemplated herein, cause such Ultimate Organization/Federation to confirm and ratify and shall not and/or shall cause the Ultimate Organization not to alter or change the allocation of car parking spaces in the manner allocated by the Company to the various purchasers (including the Purchaser herein) of the Unit in the Building.

11.

REGISTRATION

It shall be the responsibility of the Purchaser to immediately after the execution of this Agreement, at his own cost and expense, lodge the same for the registration with the Sub-Registrar of Assurances. The Purchaser shall forthwith inform the Company the serial number under which the same is lodged so as to enable the representative of the Company to attend the office of the Sub Registrar of Assurances and admit execution thereof. The Company may extend assistance/co-operation for the registration of this agreement, at the cost and expense of the Purchaser. However, the Company shall not be responsible or liable for any delay or default in such registration.

12.



FIT OUTS AND POSSESSION

Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including the Total Consideration, the Company shall endeavor to provide the Unit to the Purchaser for fit outs on or before the date as set out in Annexure "2" hereto. The Company shall endeavor to make all necessary submissions to obtain the occupation certificate in respect of the Unit of the Building and make available the key Common Areas and Amenities in respect of the Building within a period of 1 (One) year from the Date of Offer of Possession (for Fit Outs) as set out in Annexure "2" hereto and this shall be deemed to be the final possession of the Unit.

The Company shall without being liable to the Purchaser, be entitled to a grace period of 1 (One) year beyond the aforesaid dates mentioned in the Clause 12.1. The date on which the occupation certificate is issued (or



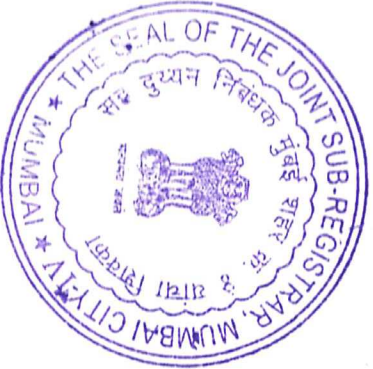
संबंध - 8
4929/97/1922
2098


13


deemed to be issued as per the relevant provisions of legislation) shall be deemed to be the "Date of Offer of Possession".

12.2 **Delay in handover of possession (for fitouts)** Subject to the provisions of Clause 12.5 hereof and the Purchaser having paid all the amounts due and payable hereunder, in the event the Company fails to offer the possession of the Unit for fit outs by the date stated in Annexure – 2 and the aforesaid grace period, then within 30 (thirty) days of expiry of such grace period, the Company shall inform the Purchaser the revised date by which the Unit is likely to be ready for being offered for possession for fit out. Upon expiry of such grace period, the Purchaser may elect to continue with this Agreement in which case, the date of offer of possession for fit outs mentioned in Annexure – 2 shall stand revised to and substituted by the revised date of offer of possession for fit outs as communicated by the Company. Alternatively, the Purchaser may by giving notice in writing elect to terminate this Agreement. Provided that such right to terminate shall be exercised by the Purchaser within a period of 90 days from the expiry of the aforesaid grace period. In the event, the letter of termination is not received by the Company within the said period of 90 days or is received after the said period of 90 days, the Purchaser shall, without the Company being liable to the Purchaser, be deemed to have elected to continue with the Agreement to Sell and the Purchaser shall deemed to have waived his right to terminate this Agreement. In the event that the termination is done within 90 days from the expiry of the aforesaid grace period, the Company shall refund to the Purchaser the Total Consideration amount or part thereof paid by the Purchaser in 12 equal monthly installments through post dated cheques together with simple interest thereon at the rate of 12% per annum from the date of receipt of the Total Consideration or part thereof till repayment. The first monthly installment shall commence from the 13th month of the date of receipt of the said letter of termination and ending on the 24th month thereof.

12.3 **Due to regulatory and/or legal reasons, wing in which the unit is located is cancelled or construction activity in the said wing has to be stopped for a period exceeding 6 months:** Notwithstanding the provisions hereof, in such circumstances, either Party may, by giving notice in writing to the other, elect to terminate this Agreement. Provided that such right to terminate shall be exercised within 90 (Ninety) days of the Company intimating to the Purchaser the existence of the situation aforesaid. In the event of such termination, the Company shall be liable to refund to the Purchaser the Total Consideration or part thereof paid by the Purchaser in respect of the Unit in 12 (twelve) equal monthly installments through post dated cheques together with simple interest thereon at 12% per annum from the date of receipt of the Total Consideration or part thereof by the Company till the date of repayment. The first of such installment shall commence from the 13th month from the date of letter of termination till the 24th month thereof. In the event neither Party terminates this Agreement under this clause within the said period of 90 (Ninety) days, the Parties shall, without being liable to the other, be deemed to have agreed to continue with the Agreement and waived their right to terminate this Agreement except that the date of offer of



बवड - 8

4929/94 Jm

2098


M. B. M. M.

possession of the Unit shall stand extended by the period during which the reasons aforesaid continue to exist.

12.4 Notwithstanding the provisions hereof, the Company shall without being liable to the Purchaser be entitled to reasonable extension of time for making available the Unit for fit out or completion of said Building beyond the aforesaid dates mentioned in Clause 12, if the same is delayed for reasons beyond the control of the Company including on account of:-

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

12.5 Provided however, if the license between the Company and Trump is effectively terminated prior to the Date of Offer of Possession (for Fit Outs) of the Unit (other than for Force Majeure reasons), the Purchaser shall be informed about the same in writing by the Company. Within 90 (ninety) days of such intimation, the Purchaser may by giving notice in writing elect to terminate this Agreement ("letter of termination"). Upon receiving such intimation, the Company shall refund to the Purchaser the Total Consideration or part thereof paid by the Purchaser together with simple interest @ 9% p.a. from the date of receipt of the respective payments till the date of repayment. Such refund shall be made in 12 equal monthly installments through post-dated cheques. The first monthly installment shall commence from the 13th month of the date of receipt of the said letter of termination and ending on the 24th month thereof. In the event that the letter of termination is not received by the Company within the said period of 90 (ninety) days or is received after the said period of 90 (ninety) days, it shall be deemed that the Purchaser has elected to continue with the purchase of the said Unit and the Purchaser has no objection/grievance regarding the termination of the said arrangement and shall have deemed to have waived his right to terminate this Agreement.

Once the Purchaser has intimated the Company about the cancellation of the Agreement, he/she/it shall have no further rights in relation to the Unit, save and except the right to receive refund of the Total Consideration or part thereof paid to the Company along with interest thereon, as per the terms specified hereinabove.



वंबर - ४
५७२९ / १० / १२
२०१४

15

R. D. Ghosh

12.7 The Purchaser shall take the Unit within 15 (fifteen) days of the Company giving written notice to the Purchaser intimating that the Unit is ready for fit out. In the event the Purchaser fails and /or neglects to take the Unit within the said period, the Purchaser shall in addition to the CAM Charges, be liable to pay to Company compensation calculated at the rate of Rs. 10/- per sq. ft of the carpet area per month or part thereof from the Date of Offer of Possession (for Fit-Outs) till such time the Purchaser takes the Unit. Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken the Unit from the expiry of the 15th day of the date of the said written notice. The Purchaser shall alone be responsible/liable in respect any loss or damage that may be caused to the Unit from the expiry of 15 (fifteen) days from the Date of Notice of Possession (for Fit Outs).

13.

DEFECT LIABILITY

If within a period of 12 (twelve) months from the Date of Offer of Possession (for Fit Outs) the Purchaser brings to the notice of the Company any defect in workmanship of the Unit or the material used thereon (wear and tear and misuse excluded), wherever possible, such defects (unless caused by or attributable to the Purchaser) shall be rectified by the Company at their own costs. In the case it is not possible to rectify such defects, and then the Purchaser shall be entitled to receive from the Company reasonable compensation for rectifying such defect, based on the estimated cost of rectifying such defect as may be determined by the Project Architect of the Company. Provided that the liability of the Company under this clause shall not exceed Rs.5,00,000/- (Rupees : Five Lakhs only).

14.

SET OFF / ADJUSTMENT

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

15.

ULTIMATE ORGANIZATION

15.1 The Purchaser along with other purchasers of Units in the Building shall join in forming and registering the Ultimate Organization/Federation to be known by such name as the Company may in its sole discretion decide for this purpose and from time to time sign and execute the application for registration and other papers and documents necessary for the formation and the registration of the Federation and/or Ultimate Organization and duly fill in, sign and return to the Company within 7 (seven) days of the same being forwarded by the Company to the purchasers, so as to enable the Company to register the Federation/Ultime Organization.



Pr. Adhikari

दिनांक -- ४
५१२९/१८ /१२
२०१४

15.2 The Purchaser hereto agrees and confirms that the Unit is situated in the Property and that the Larger Property shall be conveyed to the Federation of ultimate organization (s) Such conveyance shall be executed at anytime after the operations of the Building are taken over by the Ultimate Organization and upon request of the Federation of ultimate organization (s) to such effect, and subject to the entire consideration and all outstanding dues being paid by each of the unit purchasers who has purchased a unit in the said Building. Any conveyance executed prior to the completion of the entire development on the said Larger Property shall only be in relation to the structure of the Building along with the FSI consumed in such Building and subject to the right of the Company to dispose off any unsold flats,, if any and receipt of the entire consideration amount and outstanding dues from the flat purchasers consume entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of the government or local authority on the said Larger Property and to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise. It is understood that there may be portions of the said Larger Property which do not form part of the Property and such portion(s) of the said Larger Property beyond the Property may be used for any purpose as permitted in the regulations/law by the Company and the Federation/Ultime Organization shall have no claim or control over the same.

15.3 The Purchaser agrees and undertakes to cause the Ultimate Organization to ratify and confirm that the name of the Building/Federation and/or Ultimate Organization shall not be changed without the prior written consent of the Company. The Purchaser is also aware for various other buildings to be constructed on the said Larger Property, various such ultimate organizations may be formed as per the terms decided between the Company and the purchasers in the said Buildings.

15.4 It is further clarified that save and except the rights agreed to be conferred upon the Purchaser and/or the Ultimate Organization and/or the Federation, no other rights are contemplated or intended or agreed to be conferred upon the Purchaser or the Ultimate Organization or the Federation, in respect of the Unit, Building or the said Larger Property and in this regard the Purchaser for himself, the Federation and/or the Ultimate Organization, waives all his rights and claims and undertakes not to claim and cause the Federation and/or Ultimate Organization not to claim any such right in respect of Building or the said Larger Property.

15.5 It is clarified and the Purchaser agrees and understands that irrespective of the Unit being given to the Purchaser and/or the management being given to the ad-hoc committee of the unit purchasers and/or conveyance of the said Larger Property being conveyed to the Federation/Ultime Organization, as the case may be, the rights under this Agreement reserved for the Company including for exploiting the potentiality of the said Larger Property shall be subsisting and shall continue to vest in the Company and the Purchaser in this regard for himself and the Ultimate Organization and the Federation waives all his rights in that regard and



वॉल्यूम - ४
५१२१/१९/१२२
२०१४

17

R. Deshmukh

undertakes and/or cause the Ultimate Organization and/or the Federation not to claim any such rights.

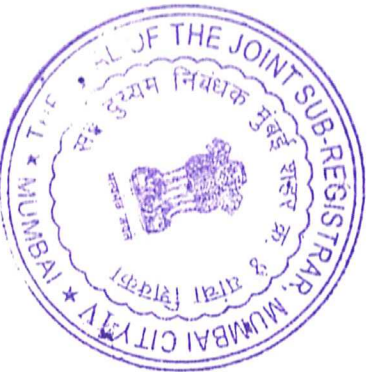
- 15.6 The Company hereby agrees that they shall before execution of a Deed of Conveyance in favour of the Federation, as contemplated herein, make full and true disclosure of the nature of the title to the said Larger Property as well as encumbrances and/or claims, if any in/over the said Larger Property. The Company shall, as far as practicable, ensure that upon such conveyance of the said Larger Property in favour of the Federation, is as far as practicable free from encumbrances. The Federation shall bear and pay all out of pocket expenses including stamp duty and registration charges, if any and the professional fees of the advocates engaged for the aforesaid purpose.

16. FACILITY MANAGEMENT COMPANY

- 16.1 The Purchaser is aware that the Buildings including the Building and maintenance of the common areas and amenities of the Building/Larger Property the provision of services including the Club shall be managed by a Facility Management Company (FMC) appointed by the Company for a period upto 60 (sixty) months commencing from the date of offer of the Unit for possession (for fit outs) and thereafter, which may be decided by the Ultimate Organization/Federation. The Purchaser alongwith the other purchasers of the Units shall be entitled to avail of the services to be provided or arranged by or through the FMC at a cost or charges that may be fixed by the FMC. All common costs, charges and expenses that may be claimed by the FMC shall be to the account of and borne by the Purchasers of the Unit and/or Units in the Building. These common costs shall be shared by all such purchasers on pro-rata basis determined by the Company and/or FMC, which determination shall be binding on the Purchaser.

- 16.2 The Purchaser agrees and undertakes to cause the Ultimate Organization/Federation to be bound by the rules and regulations that may be framed by the FMC from time to time. The Purchaser alongwith the other purchasers in the Building shall undertake and cause the Ultimate Organization/Federation to ratify the appointment of the FMC as aforesaid.

- 16.3 The Purchaser is aware that the development seeks to provide a superior quality of services and facilities for its residents and for such purpose, the Company has/shall enter into agreements with various third parties/operators ("Service Providers") in relation to the operation of certain facilities/amenities which are located in constructed spaces that have not been counted in FSI ("FSI Free Constructed Spaces") by the concerned authorities on account of such spaces facilitating the recreation/comfort of the purchasers. The terms of such arrangements shall be binding on the Purchaser and the Ultimate Organization, subject to the following restrictions:
- Such FSI Free Constructed Spaces cannot be sold. The tenure for use of such FSI Free Constructed Spaces by the Service Providers shall not exceed 30 (thirty) years



बंद - 8
19/29/20/19/20
2098

- ii. Upon formation of the Ultimate Organization, the Ultimate Organization shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.
- iii. The Company shall be entitled to first recover the cost of inter alia fitouts, furnishings and equipment provided by the Company for such FSI Free Constructed Spaces, along with interest thereon @ 12% p.a. (calculated from date of investment till the date of repayment) from the profit share/revenue share/rent payable by the third parties/operators. Any amount from the profit share/revenue share/rent payable by the third parties/operators in excess of this shall be paid to the Ultimate Organization only and the Company shall not have any right in such amount.
- iv. Any external members of such facility(ies) shall abide by the security, dress and behavioral guidelines that would apply to the residents of the Building.

16.4. The Purchaser is aware that the Company is not in the business of or providing services proposed to be provided by the FMC or through the FMC. The Company does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/FMC. The Parties hereto agree that the Company is not and shall not be responsible or liable in connection with any defect or the performance/non performance or otherwise of these services provided by the respective service providers/FMC.

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

17.1 The Company shall make available the Common Areas and Amenities as set out in Annexure "3" hereto.

17.2 Restricted Areas and Amenities

Upon making full payment of all amounts due under this Agreement and completion of the Building, the Purchaser shall be entitled to use the facilities of the "CLUB", which is proposed to be constructed on the portion of the said Larger Property under the control of FMC or any other person nominated by the FMC. The number of club members permitted to use the Club is as stated in Annexure 2 hereto. For any additional memberships, the same shall be permitted only if they are full-time members of the Unit and on payment of fees as may be decided by the FMC from time to time. Similarly, charges for any guests shall be determined by the FMC. The membership will be subject to the terms and conditions, rules and charges, as may be framed /levied from time to time by the operator(s) of "the CLUB". The Purchaser hereto is aware that the Company is constructing one or more club/s in the Larger Property and the Purchaser shall have access only to the club/s in respect of his Building. The Purchaser undertakes to be bound by the rules framed by the FMC/Company with regard to the access to the Club/s and/or clubs in the Project and the Purchaser hereby waives his right to raise any objection in this regard. The right to use the facilities at the Club shall be personal to the Purchaser of the Unit in the Building and



बंदई - ४
५१२९/२९/१२२
२०१४


19
M. R. Ashu

shall not be transferable in any manner to any third person or party whatsoever. In the event that the Unit in the Building is sold/transferred by the Purchaser then the Purchaser shall be deemed to have transferred the right to utilize the said facilities as well as the membership to the then purchaser/transferee of the Unit. It is, however, clarified that that the Company/Operator shall be entitled to grant membership rights to such other person(s) as they may deem fit to be and the Purchaser shall not be entitled to object to the same. The Purchaser shall be obliged to pay the charges, if any, levied by the operator of the Club for specific service(s) availed of by the Purchaser. The Purchaser shall, in addition to the Total Consideration and other amounts payable hereunder, at the time the Unit is made available to the Purchaser for fit-outs, be obliged to and agrees to pay to the Company towards non-refundable club membership admission service/user fees the amount as set in Annexure "2" hereto in respect of the "Club" for a period of 18 months from the month the services of the Club are made available to the purchasers of the units in the Building. It is clarified that certain facilities shall have usage charges in addition to the said club membership charges and same shall be payable on or before the Date of Offer of Possession (for fit outs), as specified by the Company, along with applicable taxes. The membership to the Club shall be renewal on such the terms, conditions and charges may be imposed by the Operator of the Club. The Purchaser is aware and agrees that the Club may be ready for use upto 12 month after Date of Offer of Possession and in the period between Date of Offer of Possession and opening of the club, the Purchaser shall be entitled to 10% discount/credit on the Federation CAM charges.

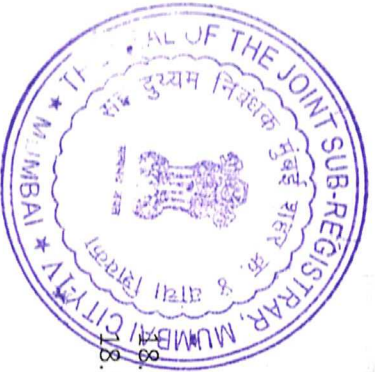
17.3 The Company does not warrant or guarantee for use, performance or otherwise provided by the operator of the Club. The Parties hereto agree that the Company shall not be responsible and/or liable in connection with any deficiency or the performance/non performance of the services or otherwise provided to the Purchaser.

17.4 The Purchaser hereto agrees and acknowledges that Club Usage Charges shall be payable, in advance in the month of February/March of each year directly to the operator of the club, for the following financial year. It is clarified that delay/default in payment of these charges can lead to restriction of access to the club and related sports / recreational facilities within the Project. The Purchaser hereto agrees and acknowledges these charges are to be reset every 2 years taking into account various factors including but not limited to usage and inflation. However, escalation of such charges shall not be higher than the Reserve Bank of India's CPI % + 3%.

CHARGES, PROPERTY TAXES AND EXPENSES

SOCIETY AND OTHER CHARGES

The Purchaser shall on or before the Date of Offer of Possession (for fit outs), in addition to the Total Consideration, pay to the Company the Society and Other Charges set out in Annexure 2 hereto, CAM Charges, Property Tax, Land/Property Reimbursement Tax and Building Protection Deposit.



18.1


20

वॉल्यूम - ४
५१२९ / १२ / १२
२०१४