

AGREEMENT FOR SALE

FOR UNIT NO. [2107] ON THE [21<sup>st</sup>] FLOOR IN

"A" WING IN

PROJECT - NORTH STAR

DATED [12 | 10], 2022

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12/10/2022

**AGREEMENT FOR SALE**

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THIS AGREEMENT FOR SALE ("this Agreement") is made and executed at Mumbai, on this [12] day of [October] in the Christian Year Two Thousand and Twenty Two (2022);

**BETWEEN**

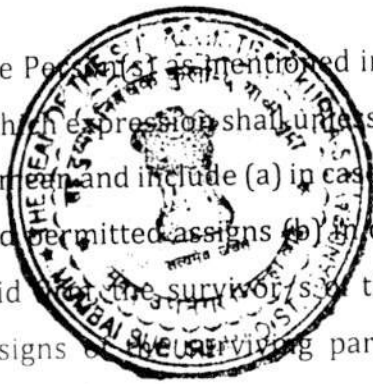
*MP Thosani*

**NORTH PROPERTY DEVELOPERS LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 and holding LLP Identification No. AAL-5665; and having its registered office at Unit No. 412, 4<sup>th</sup> Floor, Hubtown Solaris, N.S. Phadake Road, Saiwadi, Andheri (East), Mumbai 400069, hereinafter referred to as "**the Developer**" (which expression shall, unless it be repugnant to the context or meaning thereof, shall deem to mean and include its successors and assigns) of the **ONE PART**;

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**AND**

The Person/s as mentioned in **Annexure 'A'** hereto, hereinafter called "**the Purchaser/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include (a) in case of individual/s his/her/their heirs, executors, administrators and permitted assigns (b) in case of partnership firm/s, partners for the time being of the said firm, the survivor/s of them and the heirs, executors, administrators and permitted assigns of the surviving partner; (c) in case of limited company or a limited liability partnership, its successors and permitted assigns; and (d) in case of an HUF, its karta, beneficiaries, members and coparceners and their survivors and the heirs, executors, administrators and permitted assigns of the last survivor) of the **Other Part**



The Developer and the Purchaser/s are hereinafter individually referred to as "**a Party**" and collectively as "**the Parties**".

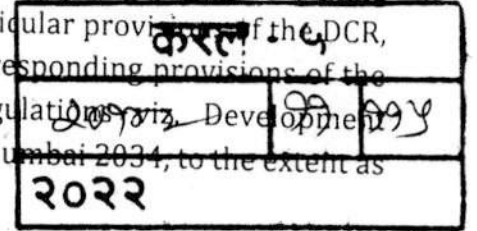
**WHEREAS:**

- A. The Municipal Corporation of Greater Mumbai (hereinafter referred to as "**MCGM**") is the owner of all that piece and parcel of land admeasuring 33,101.59 square meters or thereabouts bearing CTS no. 7 (part) of Village Borla, Taluka Kurla, Mumbai Suburban District situate, lying and being at Kurla, Mumbai 400043 (hereinafter referred to as "**the Larger Property**").
- B. The Developer is entitled to development rights in respect of a portion of the Larger Property in the following manner:
  - i. A portion of the Larger Property was fully encroached upon by various slum dwellers for the purpose of residential and commercial use; and as per the policy laid down by the MCGM, photo passes were issued to the slum dwellers occupying structures on such portion of the Larger Property; and the same is a censused slum and therefore capable of being redeveloped as "Slum Area" under the provisions of Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 (hereinafter referred to as "**Slum Act**").
  - ii. Under Regulation 33 (10) of the Development Control Regulations for Greater Mumbai, 1991 (hereinafter referred to as "**the DCR**"), it was permissible for the slum dwellers who were eligible for rehabilitation, to submit a scheme for redevelopment to the Slum Rehabilitation Authority (hereinafter referred to as "**SRA**"). The term "**DCR**", wherever the same appears hereinafter, shall be

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deemed to mean and include the Development Control Regulations for Greater Mumbai, 1991 or any statutory modification or re-enactment thereof, in accordance with the provisions of the Maharashtra Regional & Town Planning Act, 1966 and reference made herein to any particular provision of the DCR, shall be deemed to mean a reference to the corresponding provisions of the re-enacted/modified development control regulations, viz. Development Control and Promotion Regulations of Greater Mumbai 2034, to the extent as applicable.



- iii. Therefore, with a view to redevelop the occupied portion of the Larger Property in accordance with the applicable provisions of the DCR, various slum dwellers occupying structures on such portion of the Larger Property, formed two co-operative housing societies, namely Panchsheel Co-operative Housing Society Limited (hereinafter referred to as "**Panchsheel Society**") and Ekta Co-operative Housing Society Limited (hereinafter referred to as "**Ekta Society**").
- iv. On or about 12<sup>th</sup> November, 2003, the chief promoter along with other promoters of the Panchsheel Society executed various documents for development of the portion of the Larger Property (hereinafter referred to as "**the Slum Development Documents**"), with one Lakadawala Developers Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and validly existing under the provisions of the Companies Act, 2013, bearing CIN U70100MH1998PTC114876 and registered office at 1<sup>st</sup> Floor, Lathiwala Apartment, Shivdas Chapasi Road, Mazgaon, Mumbai 400010 (hereinafter referred to as "**Lakadawala**"), for undertaking the development of the portion of the Larger Property as a slum rehabilitation scheme on the terms and conditions more particularly mentioned therein.
- v. On or about 30<sup>th</sup> June, 2004, the chief promoter along with other promoters of the Ekta Society executed Slum Development Documents, with Lakadawala, for undertaking the development of the portion of the said Larger Property as a slum rehabilitation scheme on the terms and conditions more particularly mentioned therein.
- vi. Panchsheel Society was registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under registration no. MUM/SRA/HSGL/TC/11232/2006 dated 28<sup>th</sup> November, 2006.
- vii. Ekta Society was registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under registration no. MUM/SRA/HSGL/TC/11233/2006 dated 28<sup>th</sup> November, 2006.
- viii. Pursuant to the Slum Development Documents executed by the said Panchsheel Society and Ekta Society as aforesaid, Lakadawala initiated the process with SRA for the purpose of redevelopment of the said Larger Property.
- ix. Lakadawala in order to complete the development of the said Larger Property, was desirous of entering into a development agreement with Satra Realty and Builders Limited (now known as Centrio Lifespaces Limited) (hereinafter referred to as "**Centrio**").
- x. On 11<sup>th</sup> June, 2012, in the Special General Body Meeting held by both Panchsheel Society and Ekta Society, Panchsheel Society and Ekta Society



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passed the requisite resolutions/approvals for the inclusion of Centrio (then known as Satra Realty and Builders Limited) for undertaking the development of the said Larger Property along with Lakadawala as a slum rehabilitation scheme, on the terms and conditions and for the consideration more particularly mentioned therein.

xi. By and under a Joint Development Agreement dated 18<sup>th</sup> November, 2013, registered in the office of Sub-Registrar of Assurances at Kurla under serial no. KRL2/196 of 2014 and executed between the said Panchsheel Society and Ekta Society (*therein referred to as the Societies*) of the first part, Lakadawala (*therein referred to as the Developer*) of the second part, and Centrio (then known as Satra Realty and Builders Limited) (*therein referred to as the Joint Developer*) of the third part (hereinafter referred to as "**Centrio JDA**"), the said Panchsheel Society and Ekta Society agreed and confirmed, inter alia to the arrangement between Lakadawala and Centrio for the redevelopment of slum rehabilitation project in respect of the said Larger Property out of which, 18,410.15 square meters formed the slum area and the balance of 742.375 square meters formed the non-slum area (hereinafter referred to as "**SRA Scheme**").

xii. By and under an Agreement dated 5<sup>th</sup> December, 2019, registered in the office of Sub-Registrar of Assurances at Kurla under serial no. KRL3-15570-2019 (hereinafter referred to as "**Centrio SA**") and executed between the said Panchsheel Society and Ekta Society (*therein referred to as the Societies*) of the first part, Lakadawala (*therein referred to as the Developer*) of the second part and Centrio (*therein referred to as the Joint Developer*) of the third part, certain terms and conditions of the said Centrio JDA were mutually modified by the parties thereto wherein it was agreed that Centrio's right in the Sale building no. 4 known as "Centrio by MJ Shah" was restricted upto 22<sup>nd</sup> floors and any additional FSI/ benefits to be generated over and above 22<sup>nd</sup> floor was agreed to be the exclusive entitlement of Lakadawala.

xiii. Pursuant to Clause 16 of the said Centrio SA, and the resolution passed in the Special General Body Meeting of the said Panchsheel Society and Ekta Society, the said Panchsheel Society and Ekta Society have accorded their consent to Lakadawala to amalgamate and/or club the scheme of development on their portion of the Larger Property with another/other proposed slum schemes on the adjacent plots (including other portion of land forming part of the Larger Property) either alone or jointly with another co-developer, as the case may be (hereinafter referred as "**the Amalgamated Scheme**").

xiv. Accordingly, the said Lakadawala along with the Developer herein, have executed 6 (six) separate Development Agreements with 6 (six) other slum societies to amalgamate their respective slum redevelopment scheme (as per the Amalgamation Scheme) also forming part of the Larger Property with the slum rehabilitation scheme of the Panchsheel Society and Ekta Society. Thus, pursuant thereto, development of the balance portion of the Larger Property is undertaken by the said Lakadawala and the Developer as per the Amalgamated Scheme. The details of the aforesaid 6 (six) separate Development Agreements and the aforesaid other slum societies are as follows:

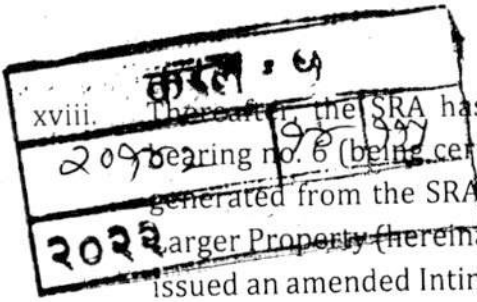
a. Development Agreement dated 6<sup>th</sup> March, 2018 made and executed between Jai Hanuman SRA Co-operative Housing Society (Proposed) with the said Lakadawala and the Developer;

- b. Development Agreement dated 6<sup>th</sup> March, 2018 made and executed between Gautam Nagar (Annex) SRA Co-operative Housing Society (Proposed) with the said Lakadawala and the Developer;
- c. Development Agreement dated 7<sup>th</sup> March, 2018 made and executed between Vithal Krupa (B) SRA Co-operative Housing Society (Proposed) with the said Lakadawala and the Developer;
- d. Development Agreement dated 30<sup>th</sup> December, 2018 made and executed between Shree Sai SRA Co-operative Housing Society (Proposed) with the said Lakadawala and the Developer;
- e. Development Agreement dated 26<sup>th</sup> June, 2019 made and executed between Vithal Krupa SRA Co-operative Housing Society (Proposed) with the said Lakadawala and the Developer; and
- f. Development Agreement dated 18<sup>th</sup> September, 2019 made and executed between Gautam Nagar 'A' Colony SRA Co-operative Housing Society (Proposed) with the said Lakadawala and the Developer.
- xv. Pursuant thereto, by and under a Joint Development Agreement dated 17<sup>th</sup> January, 2020, duly registered with the Sub-Registrar of Assurances at Kurla no. 3 under serial no. KRL3-750-2020 (hereinafter referred to as "**Development Agreement**") made and executed between the said Lakadawala and the Developer, the said Lakadawala and the Developer have agreed to certain terms and condition as more particularly mentioned therein including *inter alia* in respect of North's right to Free Sale FSI, component, TDR, DRC etc., in the Larger Property on it being jointly appointed as Developer along with Lakadawala as per its clause 11.2.(xi) and on the terms and conditions more particularly mentioned therein. Along with the Joint Development Agreement, Lakadawala has also executed an Irrevocable Power of Attorney also dated 17<sup>th</sup> January, 2020 (hereinafter referred to as "**the Power of Attorney**") in favour of the Developer, for doing various acts, deeds, matters and things in relation to undertaking the development of the Larger Property as envisaged under the Joint Development Agreement. The Power of Attorney is registered with the Sub-Registrar of Assurances at Kurla no. 3 under number KRL3-752-2020.
- xvi. Pursuant to the proposals prepared and submitted from time to time by Lakadawala and as per the prevailing procedure and in accordance with the DCR, and the Slum Act, MCGM and SRA have issued various approvals for the redevelopment of the said Larger Property.
- xvii. Under Clause 11.2 (xi) of the Joint Development Agreement, it is agreed by and between the said Lakadawala and the Developer that Developer would be absolutely entitled to use, deal dispose off and/or create an encumbrance of the additional/future development potential and other rights pertaining *inter alia* to the Larger Property and that Developer shall be absolutely entitled to use, deal with, dispose off and/or create encumbrance in respect of such additional/future development potential in such manner as the Developer may deem fit; and that subject to fulfillment by Lakadawala of the obligations of Lakadawala under Clause 5 of the Joint Development Agreement, Lakadawala would be entitled to not more than 9% (Nine Percent) of the benefits to be generated from such additional/future development potential as more particularly set out therein.

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xviii. Thereafter, the SRA has approved plans for construction of Sale Building bearing no. 6 (being certain portion of free sale component/the free sale FSI generated from the SRA Scheme of the Larger Property) on a portion of the Larger Property (hereinafter referred to as "**the Proposed Building**") and has issued an amended Intimation of Approval with regard thereto on or about 7<sup>th</sup> January 2022 (as elaborated hereinafter).

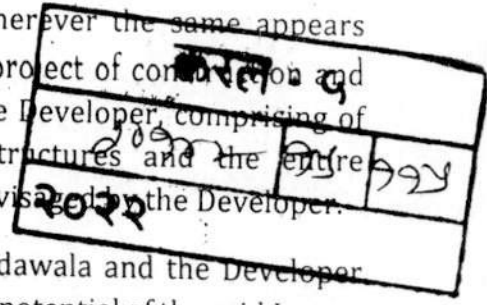
xix. Accordingly, pursuant to the execution of the Supplemental Agreement, by and under Joint Development Agreement dated 17th January 2020 made and executed between the said Lakadawala and the Developer, the said Lakadawala has confirmed rights of Developer in future FSI, any other Development Potential including inter alia in the Proposed Building i.e., the Sale Building No. 6.

The Joint Development Agreement and the Power of Attorney are hereinafter collectively referred to as "**the Development Entitlement Documents**")

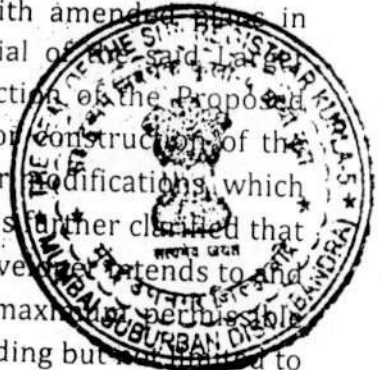
xxi. In view of the aforesaid, and as per the terms and conditions of the Development Entitlement Documents, the Developer has become entitled to construct the Proposed Building a portion of the Larger Property and the Developer is also authorised to sell and transfer premises constructed in Proposed Building.

- C. The Developer is thus entitled to undertake construction of the Proposed Building on portion of land admeasuring 2984.92 square meters or thereabouts forming part of all that piece and parcel of land admeasuring 33,101.59 square meters or thereabouts bearing CTS no. 7 (part) of Village Borla, Taluka Kurla, Mumbai Suburban District, situate, lying and being at Kurla, Mumbai 400043 (herein referred to as "**the said Property**"). The said Property is more particularly described in the **First Schedule** hereunder written and shown as marked in red colour boundary lines on the Plan hereto annexed as **Annexure 'B'**.
- D. As aforesaid, on the basis of the applications made to the SRA, in addition to the approvals obtained by the said Lakadawala and the Developer from time to time in respect of the Larger Property, the SRA has issued the Revised Letter of Intent (LOI) dated 25<sup>th</sup> June, 2021 bearing no. SRA/ENG/970/ME/ML/LOI in respect of redevelopment of a portion of the Larger Property (including inter alia the said Property). A copy of the said Revised Letter of Intent (LOI) dated 25<sup>th</sup> June, 2021 is annexed hereto and marked as **Annexure 'C'**.
- E. Thereafter, on the basis of the applications made to the SRA, the SRA has approved plans for construction of the Proposed Building (viz. Sale Building no. 6) on the said Property from time to time and has issued Amended Intimation of Approval (IOA) dated 07<sup>th</sup> January, 2022 bearing no. M-E/MCGM/0004/20041011/AP/S-6 in respect of the Proposed Building. A copy of the said Amended Intimation of Approval (IOA) dated 07<sup>th</sup> January 2022 is annexed hereto and marked as **Annexure 'D'**.
- F. The SRA has issued commencement certificate dated 2<sup>nd</sup> November, 2021 bearing no. M-E/MCGM/0004/20041011/AP/S-6, to commence construction of plinth of the Proposed Building on the said Property. A copy of the commencement certificate dated 2<sup>nd</sup> November, 2021 is annexed hereto and marked as **Annexure 'E'**.
- G. In accordance with the approved plans, the aforesaid approvals and the plans to be approved hereafter, the Developer would be constructing the Proposed Building and the construction of the Proposed Building, is hereinafter referred to as "**the said**

**Project**". It is clarified that the term "**the Project**", wherever the same appears hereinafter, shall include without limitation, the entire project of construction and development on/of the said Property as proposed by the Developer, comprising of construction of the Proposed Building, and other structures and the entire development of the said Property/ Larger Property, as envisaged by the Developer.



H. It is clarified that as per the approval obtained by Lakadawala and the Developer herein, only a part of the presently available development potential of the said Larger Property is being utilised; and the Developer shall from time to time be making applications to the SRA (and other concerned authorities) for amendments to the already approved plans and for issuance of further Intimations of Disapproval/Approval and further Commencement Certificate/s or revalidations of the existing Commencement Certificate/s in accordance with amendments in phases, such that the entire available development potential of the said Larger Property is completely consumed in the course of construction of the Proposed Building on the said Property and accordingly, the plans for construction of the Proposed Building on the said Property are subject to further modifications, which are proposed to be carried out by the Developer in phases. It is further clarified that in the course of construction of the Proposed Building, the Developer shall be entitled to consume on the said Larger Property maximum permissible development potential as per the provisions of the DCR, including but not limited to the following:



- i. entire development potential available for consumption on the said Larger Property by way of FSI emanating from the said Larger Property in the form of base land FSI, which can be consumed free of costs thereon;
  - ii. entire development potential available for consumption on the said Larger Property by way of acquiring of FSI by way of payment of premium to the Government of Maharashtra or any other statutory authorities including but not limited to the MCGM and SRA;
  - iii. entire development potential available for consumption on the said Larger Property by way of loading TDR (if permissible at any time hereafter) on the said Property;
  - iv. entire development potential available for consumption on the said Larger Property by acquiring/utilising compensatory fungible FSI/incentive FSI or for construction of fungible area; and
  - v. entire development potential available to the Developer under the provisions of applicable Development Control Regulations including but not limited to additional FSI as may be available due to declaration of the slum dwellers (who are presently declared to be ineligible for rehabilitation) as eligible for rehabilitation under the slum rehabilitation policy or by addition of new slum dwellers who are presently or were occupying slum structures on the Larger Property, by virtue of their inclusion in the said scheme/project of redevelopment implemented by the Developer on the said Property.
- I. In accordance with the existing building approvals and further amendments thereto as stated hereinafter, the Developer would be constructing the Proposed Building viz. a new multistoried building presently proposed to be consisting of 2 (two) wings viz. Wing A and Wing B (each of such wings are presently proposed to be comprised of 1 basement plus ground floor plus 21 (twenty one) upper floors in the 1<sup>st</sup> phase and 22<sup>nd</sup> upper floor to 33<sup>rd</sup> upper floor in the 2<sup>nd</sup> phase), and Proposed Building shall also

contain further additional floors as may be approved hereafter by the SRA/concerned authorities; to be known as "North Star". The premises in the Proposed Building are presently proposed to be earmarked by the Developer for Residential user. It is possible that pursuant to further amendment/s to the plans, the Developer may apply for conversion of the Proposed Building into a composite building containing permanent transit camps or construct the Proposed Building in multiple phases and not in a single phase and may apply for and obtain part occupancy/occupation certificate/s in respect of each conversion/ completed phase, as the case may be. In addition, due to the inclusion of additional land in the said Project of redevelopment implemented by the Developer as stated above and consequent increase in the permissible free sale component, the Developer may be constructing one or more additional building/s/wing/s/floor/s on the said Property/Larger Property comprising of further permissible free sale component and the Purchaser/s shall not object to the same.

- J. The Developer has entered into an Agreement appointing the Architect/ Licensed Surveyor, Mr. Jitendra B. Patel (M/s. Jiyani Consultancy LLP), having License No. P/55/PS and have also appointed Nikhil S. Shanghvi as Structural Engineer having registration no. STR/S/193 for preparing structural design and drawings and specifications of the Proposed Building. The Purchaser/s accept/s the professional supervision of the said Architect/Licensed Surveyor and the said Structural Engineer till the completion of the Proposed Building unless otherwise changed by the Developer.
- K. The right and entitlement of the Developer to undertake the development of the said Larger Property and put up construction of the Proposed Building, in the manner aforesaid, has been set out in the Title Certificate dated 10<sup>th</sup> November, 2021 issued by the Advocate of the Developer Mr. Prakash Nalawade. A copy of the said Title Certificate is annexed hereto and marked as Annexure 'F'.
- L. The Developer has applied for registration of the said Project of development and construction on the said Property under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA"), with the Maharashtra Real Estate Regulatory Authority under registration no. P51800033438 & P51800034011. A copy of the Project Registration Certificate issued by the Maharashtra Real Estate Regulatory Authority in respect of the said Project, is annexed hereto and marked as Annexure 'G'.
- M. The Purchaser/s has/have approached the Developer for acquiring a residential flat in the Proposed Building, as per the details more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as "the said Unit"). The said Unit is shown as marked in red colour shades on the floor plan annexed hereto as Annexure 'H'. The said Unit forms a part of the free sale component on the said Property, which the Developer is entitled to sell to third parties under the terms of the existing building approvals.
- N. The Purchaser/s has/have taken inspection of all the documents of title relating to the said Property, including copies of the existing building approvals, the proposed building approval and other existing building approvals and the approved plans for construction on the said Property; and all other documents referred to hereinabove and the Purchaser/s has/have satisfied himself/herself/themselves about the entitlement of the Developer to undertake the development of the Larger Property including the said Property by construction of the Proposed Building thereon and to enter into these presents.

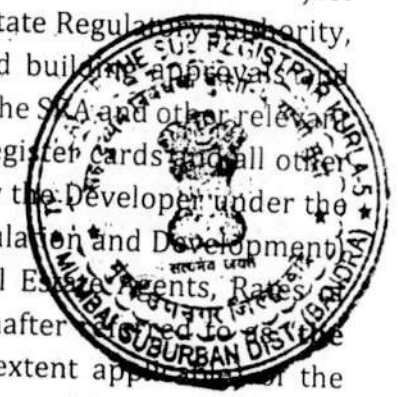




O. The Purchaser/s has/have further satisfied himself/herself/themselves about the right of the Developer to sell/alienate various other premises in the Proposed Building and other free sale component that may be constructed on the said Property/ Larger Property hereafter, as stated above; and the Purchaser/s hereby confirm/s that the Purchaser/s shall not be entitled to raise any further requisitions or objections with regard thereto. The Purchaser/s hereby confirms that he/she/they has/have visited and inspected the said Property and has/have understood the entire Project and scheme of the development and construction undertaken and proposed by the Developer on the layout of the said Property/ Larger Property (and the proposed additions/alterations/amendments thereto as aforesaid) the Purchaser/s shall hereafter not be entitled to raise any objections thereto.

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P. The Purchaser/s has/have demanded and has also taken inspection of the Project Registration Certificate issued by the Maharashtra Real Estate Regulatory Authority, orders and the existing building approvals, the proposed building approvals and other existing building approvals and plans sanctioned by the S.A and other relevant documents and papers including *inter alia* the property register cards and all other documents required to be furnished to the Purchaser/s by the Developer under the provisions of RERA and the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates Interest and Disclosures on Website) Rules, 2017 (hereinafter referred to as "RERA Rules") as well as under the provisions (to the extent applicable) of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") and the Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management and Transfer) Rules, 1964 (hereinafter referred to as "the MOFA Rules"); and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement, after being aware of all the facts and after inspecting the aforesaid and other relevant documents and papers pertaining to the said Property and the Project.



Q. Hereinafter for the sake of brevity, the term Purchaser/s shall include investor/s for the purpose of Article 5(g-a) of Schedule 1 to the Maharashtra Stamp Act, 1958.

R. In the circumstances and, pursuant to negotiations between the Parties, the Purchaser/s has/have agreed to purchase and acquire from the Developer and the Developer has agreed to sell to the Purchaser/s, the said Unit on the terms and conditions herein contained; and the Parties are desirous of reducing to writing the terms and conditions agreed upon between themselves as hereinafter appearing.

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

**1. INTERPRETATION:**

- 1.1. The Recitals, the Schedules and the Annexures to this Agreement shall be deemed to form an integral and operative part of this Agreement;
- 1.2. Clause headings are for convenience only and shall not affect interpretation except to the extent that the context otherwise requires;
- 1.3. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;
- 1.4. Any reference to Clause, Sub-Clause, Schedule or Annexure shall be deemed to be a reference to a Clause, Sub-Clause, Schedule or Annexure respectively of this Agreement;

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Any reference to any enactment, statute, regulation is shall be deemed to mean reference to it, as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;

1.6. Any reference to a statutory provision in a particular statute or legislation shall in case of repeal or re-enactment or amendment of such statute shall be deemed to be a reference to the corresponding provision of the new/amended/re-enacted statute or legislation, which most nearly resembles the provision of the originally applicable statute or legislation; and

1.7. Words importing the singular shall include plural and vice versa.

## 2. DEVELOPER TO CONSTRUCT THE PROPOSED BUILDING:

The Developer shall *inter alia* construct the Proposed Building consisting 2 wings, Wing A and Wing B (each of such wings are presently proposed to be comprised of 1 basement plus ground floor plus 21 (twenty one) upper floors in the 1<sup>st</sup> phase and 22<sup>nd</sup> upper floor to 33<sup>rd</sup> upper floor in the 2<sup>nd</sup> phase)); and to comprise of such further/additional floors or wings, as may be approved for construction hereafter, as recited above, to be known as **North Star** (or such other name as may be decided by the Developer) on the said Property in accordance with the plans, designs, specifications approved by MCGM and any other concerned local authority and which may further be approved by the concerned local authorities (and which sanctioned plans as well as proposed plans have been seen and approved by the Purchaser/s) with only such variations therein as the Developer may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.

## 3. TRANSACTION:

3.1. In consideration of the aggregate sum as mentioned in Annexure 'I' hereto (hereinafter referred to as "**the Purchase Price**"), agreed to be paid by the Purchaser/s to the Developer in the manner set out in Annexure 'I' hereto, the Developer hereby agrees to sell to and in favour of the Purchaser/s and the Purchaser/s hereby agree/s to purchase and acquire from the Developer, the said Unit as more particularly described in the **Second Schedule** hereunder in the Proposed Building being constructed on the said Property, together with all rights of and incidental thereto and together with the right to use and enjoy the limited common areas and facilities and the common areas and facilities in common as specified in **Part A** and **Part B** respectively of the **Third Schedule** hereunder written (all of which aforesaid rights and entitlements of the Developer agreed to be sold hereunder are hereinafter collectively referred to as "**the said Premises**").

3.2. It is agreed between the Parties hereto that a notice/intimation forwarded by the Developer to the Purchaser/s stating that a particular stage of construction is being commenced or achieved shall be sufficient proof that a particular stage of construction is being commenced or achieved (as the case may be) for the purpose of making payment of the installment of the Purchase Price, as per Annexure 'I' hereto. The Developer is not bound and shall not be called upon or required to give any further notice or intimation requiring any such payment; and non-furnishing of any further particulars or non-issuance of any further notice or intimation, shall not be pleaded by the Purchaser/s as an excuse for non-payment of any amount/s due on the respective due dates or

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events.

- 3.3. The said amount of the Purchase Price referred to hereinafter includes all taxes (comprising *inter alia* of tax paid or payable by the Developer by way of Goods and Services Taxes and Cess and any other similar taxes, which may be levied, in connection with the construction and development of and carrying out the Project) up to the date of handing over possession of the said Unit, as elaborated herein below.
- 3.4. The said amount of Purchase Price is non-escalatory, save and except in the event of any increase in the development charges or any other charges payable by the Developer to the SRA or MCGM or any other governing authorities. In the event of such escalations in the Purchase Price as a result of the aforesaid events, then the Developer shall enclose a copy of the relevant notifications, circulars etc. together with the demand letter issued by the Developer to the Purchaser/s for the escalated Purchase Price.
- 3.5. The Developer may allow, in its discretion a rebate for early payments of the installments of the Purchase Price payable by the Purchaser by discounting such early payments at the Agreed Interest Rate per annum for the period by which the respective installment has been preponed. Such rebate shall be provided to the Purchaser/s only if mutually agreed upon between the Parties in writing. The provision for allowing rebate and the rate of rebate shall be subject to any revision/withdrawal, once granted to the Purchaser/s by the Developer. The term "**Agreed Interest Rate**" wherever the same appears in this Agreement shall be deemed to be a reference to the Interest Rate as mentioned in Rule 18 of the RERA Rules.
- 3.6. It is clarified that the amount/quantum of the Purchase Price as mentioned in Annexure 'I' is arrived at and agreed upon between the Parties after considering the installments (and milestones) for payment of the Purchase Price as set out in Annexure 'I' hereto; and accordingly, the installments (and milestones) for payment of the Purchase Price, as set in Annexure 'I' hereto have been mutually agreed upon at after considering and negotiating the quantum of the Purchase Price, as arrived at and recorded herein. The Purchaser/s shall not by virtue of making timely payment of the instalments of the Purchase Price (as per Annexure 'I' hereto) seek to claim or be entitled to claim any rebate or discount on the Purchase Price pursuant to Clause [3.5] hereof.
- 3.7. All amounts towards the Purchase Price shall be paid by the Purchaser/s to the Developer by a bank transfer through Real Time Gross Settlement (RTGS) or National Electronic Fund Transfer (NEFT) or by a crossed cheque, demand draft or banker's cheque or pay draft to the credit of the Developer's bank account as per the following details:

|                     |  |
|---------------------|--|
| <b>Account Name</b> | NPD LLP North Star Master Collection A/c |
| <b>Account no</b>   | 0181102000010706                         |
| <b>Bank Name</b>    | IDBI BANK LTD                            |
| <b>MICR Code</b>    | 400259028                                |
| <b>IFSC Code</b>    | IBKL0000181                              |

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| DEFAULT OR FAILURE IN PAYMENT OF PURCHASE PRICE:   |
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| Notwithstanding anything contained in this Agreement, it is specifically agreed by and between the Parties that: |
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4.1. Time for making the payments of the installments of the Purchase Price, as mentioned in Annexure 'I' is strictly of the essence of this contract and any delay by the Purchaser/s in making the said payment/s shall forthwith render this Agreement terminable at the sole and exclusive option of the Developer without any further act and/or reference and/or recourse to the Purchaser/s; and in the event of the Developer so terminating this Agreement, the Developer shall be entitled to forfeit 20% of the Total Purchase Price hereunder; and thereupon the Developer shall also be free and entitled in its sole right to deal with the said Unit and the Developer's rights therein, in any manner as the Developer in their sole discretion deem fit and proper, without any reference, recourse and/or payment whatsoever to the Purchaser/s and without the requirement of any orders of declaration of termination from any Courts and without the requirement of execution or registration of any document or deed of cancellation.

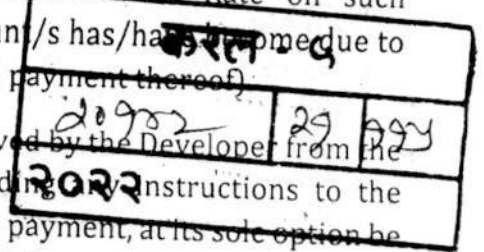
4.2. Any termination letter issued by the Developer to the Purchaser/s regarding such termination shall effectively terminate this Agreement; and thereupon the Purchaser/s shall have no right, title, interest, share, claim or demand in to or upon the said Premises and/or any part thereof and/or otherwise against the Developer in any manner whatsoever and howsoever arising. The refund, pursuant to the termination as provided in Clause [4], shall be made (without any interest thereon) within 3 (three) months of the sale by the Developer of the said Unit to a third party; or completion of the construction of the entire Proposed Building, whichever is earlier. The amount of refund, in such an event, shall further be after deduction of any taxes paid and other amounts expended by the Developer pursuant to this Agreement (including *inter alia* any stamp duty and brokerage charges paid by the Developer in pursuance of the transaction recorded in this Agreement) and other amounts payable by the Purchaser/s hereunder, (as may be payable by the Purchaser/s, up to the date of termination) as well as the costs incurred by the Developer in finding a new willing acquirer/transferee/purchaser, who may acquire the said Unit (including brokerage charges as may be incurred by the Developer in that behalf).

4.3. The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatever and howsoever arising against the Developer /its transferee/s/allottee/s/nominee/s and/or otherwise in to upon the said Premises in such an event of termination of this Agreement by the Developer **PROVIDED HOWEVER THAT** the Developer shall not exercise the aforesaid right of termination, as provided under this Clause [4], unless and until a notice of 7 (Seven) days, demanding payment of the due installment is given to the Purchaser/s; and even thereafter, if the Purchaser/s fail/s to make payment of the relevant installment **PROVIDED FURTHER THAT** strictly without prejudice to the aforesaid entitlement of the Developer, the Developer in its sole and absolute discretion may (without being obliged or being bound to do so), instead of terminating this Agreement as aforesaid, permit the Purchaser/s to pay the said installments after their respective due dates but

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after charging interest thereon at the Agreed Interest Rate on such outstanding amounts (from the date such amount/s has/have become due to be paid by the Purchaser/s till the date of actual payment thereof)



- 4.4. In the event of any delayed payment being received by the Developer from the Purchaser/s, the Developer shall notwithstanding any instructions to the contrary by the Purchaser/s accompanying such payment, at its sole option be entitled to appropriate the amount received first towards the interest receivable from the Purchaser/s, in respect of the delayed payment; and thereafter towards the principal amount of the delayed payment.

**5. DEVELOPER TO COMPLY WITH APPROVALS AND STATUTORY CONDITIONS:**

- 5.1. The Developer hereby agrees to observe, perform and comply with all the terms, conditions and restrictions, if any, which may have been imposed by the SRA and any other concerned local authority at the time of sanctioning the plans or thereafter in relation to the said Property.

- 5.2. The Developer hereby declares that they shall generate necessary components required for FSI to construct the units in the Proposed Building.

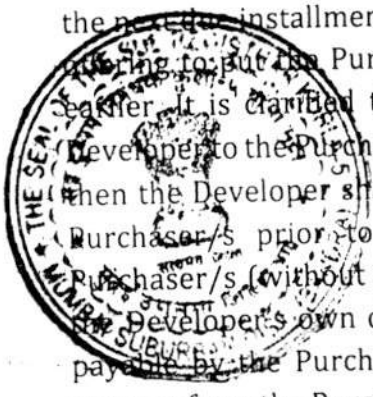


**6. DESIGN SUBJECT TO AMENDMENTS AND CHANGES:**

- 6.1. The design of the said Unit is subject to amendments and changes as may be stipulated by the SRA, MCGM any other local or planning authority, Government and as per the requirements of the Developer.
- 6.2. The Purchaser/s hereby further agree/s and covenant/s with the Developer to render full co-operation to the Developer and to sign and execute all papers and documents, in favour of the Developer or otherwise as may be necessary for the purpose of enabling the Developer to construct the Proposed Building, in accordance with the existing building approvals or such other plans as may be approved by the SRA hereafter, with such additions and alterations therein (vertical or horizontal) as the Developer may in its sole and absolute discretion deem fit and proper and/or as may be made by the Developer for the purpose of applying for and/or obtaining the approval or sanction of the SRA or any other concerned planning authorities in that behalf as well as for the approval or sanction relating thereto.
- 6.3. The Purchaser/s hereby further agree/s and give/s his/her/their specific irrevocable consent to the Developer to carry out such amendments, alterations, modifications or variations in constructing the said Unit and the Proposed Building on the said Property and/or to the layout plan and/or to the building plans (whether or not envisaged and/or proposed to be constructed at present), however, the aggregate area/size of the said Unit agreed to be acquired by the Purchaser/s is not in any manner reduced, beyond the Agreed Variation Limits, as set out in Clause [6.4] hereof **PROVIDED THAT** the Purchaser/s shall not object to any variations in the dimensions or location of the said Unit as may be necessitated by such amendments, alterations, modifications or variations in constructing the said Unit. **PROVIDED FURTHER THAT** it is possible that the areas of the said Unit may undergo certain minor changes due to construction related exigencies and change in dimensions of the said Unit; and accordingly the Parties agree and acknowledge that a change/variation in such areas up to 3% (Three Percent) (plus or minus) in the said Unit is acceptable to each Party (hereinafter referred to as "the Agreed Variation Limit").

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In the circumstances, if the carpet area of the said Unit is less than what is set out in this Agreement, (subject to such reduction being within the Agreed Variation Limits) then the Developer shall be liable to refund to the Purchaser/s an amount out of the Purchase Price, which is proportionate to the reduced carpet area of the said Unit. Similarly, if the carpet area of the said Unit is more than what is set out in this Agreement, (subject to such increase being within the Agreed Variation Limits), then the Purchaser/s shall be liable to pay to the Developer an additional amount towards the Purchase Price, which is proportionate to the increased carpet area of the said Unit; and such increased amount shall be paid by the Purchaser/s to the Developer along with the next installment of the Purchase Price or at the time of the Developer handing over to the Purchaser/s in possession of the said Unit, whichever is earlier. It is clarified that in the event if any amounts are payable by the Developer to the Purchaser/s (due to reduction in the carpet area as aforesaid) then the Developer shall either: (i) refund the amount that is payable to the Purchaser/s prior to handover of possession of the said Unit to the Purchaser/s (without any interest thereon); or (ii) appropriate the same, at the Developer's own discretion under any head/s of the outstanding due/s payable by the Purchaser/s to the Developer, without requiring any prior consent from the Purchasers.



**7. DESCRIPTION OF INTERNAL AMENITIES:**

- 7.1. It is expressly agreed that the said Unit shall contain specifications, fixtures, fittings, and amenities as set out in Annexure 'I' hereto (hereinafter referred to as the "said Internal Amenities") and the Purchaser/ s confirm/s that the Developer shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Unit.
- 7.2. It is specifically agreed between the Parties that the Developer shall have the right to change/substitute the said Internal Amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Developer. If any change as aforesaid becomes necessary, the Developer shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Developer to offer possession of the said Unit on the specified date. The Developer shall however make reasonable endeavours to ensure that such substitutes and/or alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible.
- 7.3. The Purchaser/s agree/s not to claim any rebate and/or discount and/or concession in the Purchase Price on account of such change/substitution. It is further agreed by and between the Parties hereto that in respect of the said Internal Amenities Developer may in its discretion provide to the Purchaser/s an option to avail additional internal amenities and/or carry out internal changes.
- 7.4. In the event, if the Purchaser/s decide/s to avail any additional internal amenities (over and above the Internal Amenities as mentioned in Annexure 'I' hereto) and/or requires the Developer to carry out internal changes in the said Unit, the Purchaser/s shall pay to the Developer such further amounts for the same as may be mutually decided between the Parties. Such sum shall be over and above the Purchase Price and other amounts payable by the Purchaser/s to the Developer hereunder.

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7.5. That the Purchaser/s has been made aware and the Purchaser/s hereby expressly agree/s that the regular wear and tear of the unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degrees centigrade and which do not amount to structural defects and hence cannot be attributed to bad workmanship or structural defect.

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7.6. It is further clarified that the said Internal Amenities are not manufactured or produced by the Developer and that the same are sourced from third party vendors/suppliers. Some of the said Internal Amenities may be acquired under warranties and others may not have any warranties and the Developer shall not be responsible to repair and/or replace the same. Accordingly, once possession of the said Unit with the said Internal Amenities is handed over by the Developer to the Purchaser/s, thereafter in case of any operational or malfunctioning of the Internal Amenities, the Purchaser/s shall not hold the Developer responsible and/or liable for repairs or replacement thereof; and the Purchaser/s shall make appropriate claims only against the supplier/manufacturer thereof, as per the terms of the respective warranties of the respective Internal Amenities (if applicable). Accordingly, the defect liability obligation of the Developer as set out in the first [19.6] hereof shall not be applicable to the Internal Amenities. The same shall pertain only to the construction of the Proposed Building.



## 8. PURCHASER'S/S' SATISFACTION ON TITLE:

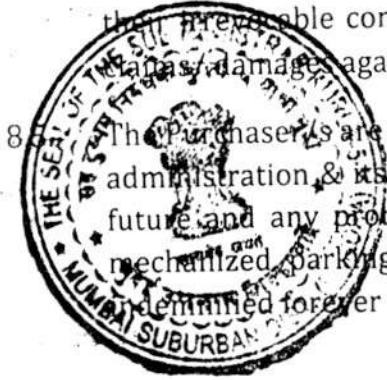
- 8.1. The Purchaser/s has/have independently inspected and verified the title deeds and all papers and all documents and approvals as recited hereinabove; and has/have fully satisfied himself/herself/themselves about the title of the Developer to the said Property, as well as the entitlement of the Developer to redevelop the said Property in the manner set out in this Agreement; and to construct/develop the Project including the construction of the Proposed Building on the said Property and to enter into this Agreement; and the Purchaser/s shall not be entitled to further investigate the entitlement of the Developer and/or be entitled to make/administer any requisitions or raise any objections with regard to any other matters relating thereto.
- 8.2. The Purchaser/s has/have also taken inspection of the existing building approvals, including *inter alia* the permissions, sanctions, orders and approved plans and undertakings given by the Developer to the SRA, the MCGM and other concerned authorities as recited in this Agreement, and other relevant documents and papers including *inter alia* the property register cards and all other documents required to be furnished to the Purchaser/s by the Developer under the provisions of RERA and the RERA Rules and under the provisions of MOFA and the MOFA Rules; and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after being aware of all the facts and after inspecting the aforesaid and other relevant documents and papers.
- 8.3. The Purchaser/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Developer from the SRA and other concerned authorities and also the conditions of the undertakings given by the Developer to the SRA and other concerned authorities; and is/are aware that some of such conditions and/or obligations shall or may require compliance in continuity even after

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development and construction of the Proposed Building is completed; and the Purchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations, after being put in possession of the said Unit.

The Purchaser/s are informed that the Purchaser/s shall not object to the concession/s not limited to the deficiency in open space, parking concessions and/or permission/s being granted by the Government of Maharashtra and/or planning authority/s and/or any other Authority/Authorities either to the Developer in course of development of the said Property and/or any owner/s and/or developer/s of any other adjacent property/properties in deficiency in the open space etc. to which the Purchaser/s doth hereby accord their irrevocable consent to the same. The Purchaser/s shall not make any claims/damages against CEO(SRA) and its staff for the same.



The Purchaser/s are informed that the Purchaser/s shall not complain to SRA administration & its officers for the mechanical failure of parking spaces in future and any probable mishap consequential to grant of permission for mechanized parking spaces, as well as, SRA and its officers, shall stand demitted forever accordingly.

## 9. FORMATION OF LEGAL ENTITY OF PREMISES HOLDERS AND LEASE/CONVEYANCE

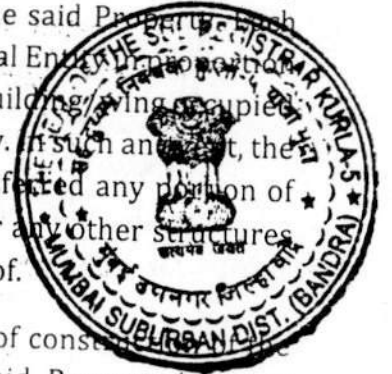
- 9.1. The Developer is in the process of entering into several Agreements similar to this Agreement with several parties, who may agree to take and acquire premises in the Proposed Building on ownership basis, subject to such modifications as may be deemed necessary, considerable, desirable or proper by the Developer including transfer of few units to Corporation for Permanent Transit Camp/ Project Affected Person etc., with a view that ultimately the purchasers/occupants of the various premises in the Proposed Building shall form a Co-operative Housing Society or a Condominium of Apartment Owners or a Limited Company or an Association or permitted legal entity (hereinafter referred to as "**Common Legal Entity**").
- 9.2. The Developer shall endeavor to take steps to form the Common Legal Entity, on the lines of this Agreement and as per the applicable provisions of law.
- 9.3. In the alternative to what is proposed by the Developer in Clauses 9.1 and 9.2 hereof, since one building with several distinct wings is/are proposed to be constructed on the said Property, the Developer in its sole discretion may only for the sake of convenience of management of each individual building/wing, decide to form a separate body/legal entity of purchasers/unit holders (which may either be a Co-operative Housing Society or a Condominium of Apartment Owners or a Limited Company or an Association or permitted legal entity as the Developer may consider fit and proper) in respect of each building/wing constructed on the said Property, as and when all the premises in such respective wing/building is/are sold by the Developer (hereinafter referred to as "**the Individual Legal Entity/ies**"); and after the Developer receives the entire consideration in respect thereof and other amounts from all the premises acquirers in the subject building/wing. It is specifically made clear and understood by the Parties that such Individual Legal Entity/ies shall be formed only for the sake of convenience and managing the day to day affairs of maintenance of the respective building/s/wing/s; and that such Individual Legal Entity/ies (or any of them) shall not be the final organization/legal

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entity to which the said Property of the wings constructed thereon shall be finally transferred/leased in the manner and on the terms and conditions as contained herein. Upon completion of the entire project of development, viz. completion of construction of the proposed wings on the entire said Property, all such Individual Legal Entities shall form a federation or an apex body/legal entity, which may either be a limited company or a federal society or an association or any other permissible legal entity, at the discretion of the Developer, (hereinafter referred to as "**the Apex Legal Entity**"); and in such an event, the Apex Legal Entity shall be the only organization/legal entity in whose favour the Proposed Transfer (*as defined hereinafter*) shall take place in accordance with Clause [9.4] hereof in the manner and on the terms and conditions as contained therein and in such an event the Apex Legal Entity shall also be handed over the common amenities in the said Property. Each Individual Legal Entity shall have a right in the Apex Legal Entity in proportion to the built-up area (of construction) of the respective building/wing occupied by the members of the respective Individual Legal Entity. In such an event, the Individual Legal Entity shall not be entitled to be transferred any portion of the said Property and/or the Proposed Building and/or any other structures constructed on the said Property and/or any part thereof.

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- 9.4. After completion of the entire project, viz. completion of construction of the Proposed Building and all other structures on the said Property/ Larger Property (including the structures that may hereafter be permitted to be constructed on the said Property) and after exploiting the full available construction potential of the entire said Property/ Larger Property (including the additional potential that is likely to accrue to the said Property/ Larger Property at any time hereafter), the Developer shall on its own or through Lakadawala make the requisite applications to the concerned authorities including the SRA/MCGM to execute in favour of the Common Legal Entity or the Apex Legal Entity (as the case may be), a lease for the period of 30 (Thirty years), further renewable for another period of 30 (Thirty) years, in respect of the said Property (or the land underneath or appurtenant to the Proposed Building) out of the said Property as provided in Section 15A of the Slum Act. However, if the concerned authorities including the SRA/MCGM transfers (either by way of lease or otherwise) the said Property to and in favour of the Developer and/or the said Lakadawala, then the Developer and/or the said Lakadawala shall assign or sub-lease the said Property (or the land underneath or appurtenant to the Proposed Building) to the Common Legal Entity or the Apex Legal Entity, as the case maybe and the Developer and/or the said Lakadawala shall if required execute a separate Conveyance in respect of the Proposed Building and other structure/s constructed on the said Property (herein collectively referred to as "**the Proposed Transfer**"). It is clarified that presently the Proposed Transfer is proposed to be effectuated in accordance with the terms hereof and as per Section 15A of the Slum Act. It is hereby clarified that for the purpose of Section 17 of RERA and Rule 9 (2) of the RERA Rules and for the purposes of Section 11 of MOFA and the applicable provisions of MOFA Rules, the period of execution of the said documents for the Proposed Transfer is agreed upon, as being a date after the expiry of a period of at least 5 (Five) years from the date of receipt of the full occupancy certificate in respect of the last of the wings/structures to be constructed on the said Property.

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It is clarified that the Developer is not the owner of the said Property; and thus, does not have or hold the rights to convey or grant the Proposed Transfer in respect of the said Property in favour of the Common Legal Entity or the Apex Legal Entity (as the case may be) and accordingly, it is clarified that the only obligation of the Developer in this regard, shall be to make the requisite applications to the concerned authorities for execution of the Proposed Transfer as aforesaid in favour of the Common Legal Entity or the Apex Legal Entity (as the case may be). The proposed lease deed and conveyance or other instrument of transfer in favour of the Common Legal Entity or the Apex Legal Entity (as the case may be) shall be in accordance with the provisions of the DCR and the policies pertaining to the redevelopment schemes under Regulation 33 (10) and Appendix IV of the DCR as read with Section 15A of the Maharashtra Act, 1962. The costs, charges and expenses, penalties, goods and services tax and other central government/state government taxes imposed, including but not limited to stamp duty and registration fees in respect of such documents/instruments for effectuating the Proposed Transfer shall be borne and paid by the Common Legal Entity or the Apex Legal Entity (as the case may be) and the Developer shall not be liable to bear and pay any amounts towards

- 9.6. The Purchaser/s has/have understood the aforesaid scheme envisaged by the Developer regarding the Proposed Transfer. Moreover, the execution of the documents for effectuating the Proposed Transfer shall be subject to such terms and conditions as may be prescribed by the SRA, the MCGM and/or any other concerned authorities and/or the Government and the Purchaser/s hereby agree/s and undertake/s that the Purchaser/s shall not challenge or raise a dispute with regard to any of such terms and conditions, which may be onerous in nature.
- 9.7. The Developer shall at its discretion be entitled to give/grant right of way/access or other easementary rights to any building/structure/wing within the said Property or in the vicinity of the said Property/ Larger Property or in favour of any other person/s over or through the said Property or any part thereof and the Developer shall be entitled to sign, execute and register the deed or agreement of grant of right of way or other easement, as the case may be and all types of agreements and writings as the Developer may deem fit and proper, without there being any claim/recourse/objection from the Purchaser/s either individually or through the Common Legal Entity or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof) or the Apex Legal Entity and the Purchaser/s hereby grants his/her/their irrevocable consent and confirmation for the same. Any such documents executed by the Developer shall be binding on the Purchaser/s and the Common Legal Entity and the Individual Legal Entity (which may be formed as per Clause [9.3] hereof) and the Apex Legal Entity.

#### 10. INCIDENTAL RIGHTS OF THE DEVELOPER:

- 10.1. The Developer has further informed the Purchaser/s that the Developer retains the right to sell, transfer, assign in favour of any person/s and/or deal with (a) future rights in respect of the Larger Property, (b) the balance development potential/rights in respect of Larger Property (i.e. after having utilized the FSI available for the construction of the Proposed Building and as per the plans already submitted and/or to be submitted by the Developer from

time to time to the SRA or any other concerned authorities and as per the proposed total scheme of development); (c) various rights that may accrue to and over the Larger Property in the future including additional development potential as recited above; (d) the rights for advertising, signage and boarding for advertising in the compound, common areas and facade of the said Property; and (e) rights to receive the TDR arising out of implementing the project of development of the Larger Property (the rights referred to in above are hereinafter collectively referred to as "the Incidental Rights").

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- 10.2. The Incidental Rights include the right to use the said Property, as a receiving plot and/or to consume or fully exploit by utilising TDR and/or Development Rights Certificate and/or any other type of development potential either by payment of premium to the SRA or MCGM and/or any other concerned authorities or available otherwise howsoever which the Developer and nominee/s may be entitled to, from time to time, at the developer's sole absolute discretion.
- 10.3. The Developer shall be solely entitled to utilise or consume or sell or otherwise create third party rights in respect of any TDR as may be generated from the implementation the project of redevelopment implemented by the Developer on the said Property and the Purchaser/s shall not be entitled to the same and/shall not claim entitlement to the same, either in his/her/their personal capacity/ies or in his/her/their capacity/ies as the member/s of the Common Legal Entity or the Apex Legal Entity (as the case may be).
- 10.4. The Developer is also entitled from time to time to deal with and/or dispose of all or any of the Incidental Rights, by way of sale, assignment, lease, transfer, mortgage and/or in any other manner whatsoever as it may in its absolute discretion think fit and proper from time to time and at its entire discretion and convenience transfer such rights to any person/s. The Purchaser/s expressly consent/s and agree/s that the Purchaser/s shall not claim any rebate or reduction in the purchase price in respect of the said Unit and/or any other benefit/right from the Developer and/or such persons, now and/or in future as a result of any development that may be undertaken either by the Developer and/or its nominee/s and/or person/s.
- 10.5. The Purchaser/s further agree/s and acknowledge/s that the Developer shall be solely and exclusively be entitled to use and exploit all common area and the compound of the Proposed Building, the façade of the Proposed Building and the terrace on the top of the Proposed Building for advertising purposes and shall be entitled to create such third party rights in respect of such advertising rights and shall be entitled to the entire consideration in that behalf; and the Purchaser/s shall not object thereto either in his/her/their personal capacity/ies or in his/her/their capacity/ies as the member/s of the Common Legal Entity or the Apex Legal Entity (as the case may be).



**11. PURCHASER/S TO CO-OPERATE IN FORMATION OF THE LEGAL ENTITY/IES:**

- 11.1. The Purchaser/s at his/her own costs along with the other premises holders in the Proposed Building and other structures on the said Property would co-operate with the Developer in formation of the Common Legal Entity or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof) and shall join in as member/s thereof and shall also co-operate with the Developer in formation of the Apex Legal Entity (if applicable).

11.2. For the said purposes of being admitted as member/s of the Common Legal Entity or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof) and for the purpose of formation of the Apex Legal Entity, the Purchaser/s shall from time to time, sign and execute the application/s for registration and/or admission and/or membership and other papers and documents as may be necessary/reasonably required by the Developer for the formation and the registration of the Common Legal Entity or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof) and for becoming a member/s, including the bye-laws (or the memorandum and articles of association or other constitution/charter document) of the Common Legal Entity or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof), as the case may be, and duly fill in sign and return to the Developer within 7 (seven) days of the same being forwarded by the Developer to the Purchaser/s so as to enable Developer to register the organization/legal entity of the Purchaser/s under the applicable provisions of RERA, the RERA Rules and MOFA and the MOFA Rules. No objection shall be taken from the Purchaser/s if any changes or modifications are made in the draft bye-laws or the memorandum and/or articles of association or other documents as may be required by any authorities including the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other competent authority.



12. RIGHTS OF THE DEVELOPER PURSUANT TO FORMATION OF THE LEGAL ENTITY/IES:

In the event of the Common Legal Entity or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof) or the Apex Legal Entity being formed, and registered before the sale and disposal by the Developer of all the units/premises in the Proposed Building, the same shall not in any manner affect the rights of the Developer to sell/dispose of/transfer the unsold units/premises or the Incidental Rights of the Developer; and the powers and the authority of the Common Legal Entity or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof) or the Apex Legal Entity, as the case may be, shall be subject to the overall authority and control of the Developer, in respect of all the matters concerning the Proposed Building; and in particular, the Developer shall have sole, exclusive and absolute authority and control as regards the unsold units/premises and the disposal thereof including its or its nominees' right to access the said Property/Project, **PROVIDED ALWAYS THAT** the Purchaser/s hereby agree/s and confirm/s that in the event of the Common Legal Entity or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof) or the Apex Legal Entity, as the case may be, being formed earlier than the Developer dealing with or disposing of all the units/premises constructed in the Proposed Building, then and in such an event at the discretion of the Developer, the Developer itself or any allottee or transferee of the Developer in respect of any units/premises or nominee of the Developer shall be admitted to the membership of the Common Legal Entity or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof), without payment of any premium or any additional charges save and except Rs. 500/- (Rupees Five Hundred Only) for the share money and Rs. 100/- (Rupees One Hundred Only) entrance fee and such allottee/transferee shall not be discriminated or treated prejudicially by the Purchaser/s or the Common Legal Entity or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof), as the case may be.

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13. NO OBJECTION TO DEVELOPMENT/CONSTRUCTION:

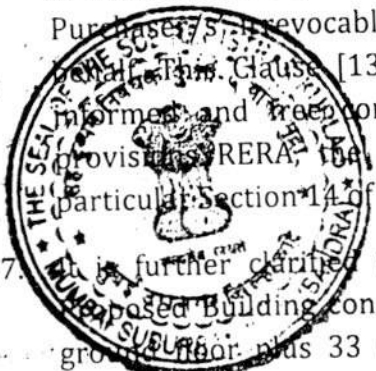
- 13.1. As aforesaid, the Developer shall be constructing (and has already commenced construction of) the Proposed Building (and additional structures/wings/floors therein as stated above on the said Property, and the Purchaser/s is/are not entitled to and shall not object to such construction for any reasons whatsoever and howsoever arising, at any time hereafter.
- 13.2. It is further agreed that save and except the aforesaid terrace over the top most floor in the Proposed Building (the topmost floor may change due to vertical extension of the Proposed Building, as presently envisaged by the Developer), the Developer is entitled to sell the terrace/s or pocket terrace/s or extended balcony/ies, which may be abutting the respective units/premises for the exclusive use of the purchaser/s of such units/premises (whether or not such terrace/s are approved as common areas). In the event if such terrace/s are approved as common areas, then such terrace/s shall be treated as limited common areas and shall be exclusively used by some of the units/premises holders in the Proposed Building. The Developer may, at its sole and absolute discretion, grant a license for exclusive use or maintenance in respect of the terrace/s to the purchaser/occupant of the units/premises (whether or not adjacent next to) the terrace. The terrace/s, if so permitted to be used by the purchaser, shall not be enclosed by the respective purchaser/occupant without the permission in writing obtained from the SRA and all other concerned planning authorities and the Developer. The Purchaser/s hereby give his/her/their no-objection to such rights being retained by the Developer for such terraces and the Purchaser/s shall not object thereto and/or claim any such terraces and/or any part thereof as common areas and/or have/make any other claim in respect of such terraces against the Developer and/or its nominee/s/allottee/s/transferee/s/licensee/s.
- 13.3. It is agreed between the Developer and the Purchaser/s that the Developer shall be entitled to undertake the development of the said Property in a phased manner, as the Developer may desire in its discretion. The Purchaser/s unequivocally consent/s and agree/s not to raise any objection or dispute regards the same now or any time in the future and the Purchaser/s acknowledge/s that certain hardship may be caused to him/her/them during such construction and hereby agree/s and undertake/s expressly never to object to the same.
- 13.4. As recited above, it is reasonably expected by the Developer that the FSI for consumption on the said Property may be increased, from what is presently approved as per the existing building approvals; and thereby the Developer will be able to construct further floors as a part of the Proposed Building, in addition to the presently approved floors as recited above. The Purchaser/s confirm/s that the Purchaser/s have no objection and shall not raise any objection to the Developer putting up additional construction on the said Property by increasing the number of floors in the Proposed Building or in any other manner whatsoever.
- 13.5. The Developer shall have full power and absolute authority, if so permitted by the concerned authorities, to make additions to and/or construct additional building/s or structure/s or wing/s on the said Property and/or additional storey/s in the Proposed Building including *inter alia* as recited above and such additional building/s/structure/s/wing/s/storey/s shall be the sole, exclusive and absolute property of the Developer. The Developer shall be

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to dispose of such additional building/s/ structure/s/ wing/s/ storey/s in such manner as the Developer may deem fit and proper in its sole and absolute discretion.



13.6 The Developer shall be entitled to amend/alter/modify the layout plan of the said Property, as also construct additional building/s/ structure/s/ wing/s/ storey/s on the said Property or any portion or portions thereof; and the Developer shall be entitled to dispose of the units/premises in such additional building/s/structure/s/wing/s/storey/s as the Developer may deem fit proper in its sole and absolute discretion. The Purchaser/s is/are not entitled to and shall not object thereto and this Clause [13] shall always operate as the Purchaser/s' irrevocable, absolute and unconditional no objection in that behalf. This Clause [13] shall operate as and shall be deemed to be the informed and free consent of the Purchaser/s in accordance with the provisions of RERA, the RERA Rules, MOFA and the MOFA Rules; and in particular Section 14 of RERA and Sections 7 and 7A of MOFA.

13.7. It is further clarified that the Developer has laid the foundation of the Proposed Building considering a load bearing capacity of 1 basement plus ground floor plus 33 (Thirty Three) upper floors. It is clarified that the Developer has not assured any floor to floor height to the Purchaser/s more than what is required to be maintained by the Developer as a minimum floor to floor height under the provisions of the DCR and other applicable regulations.

**14. PURCHASER/S' ENTITLEMENT TO RAISE LOAN:**

14.1. The Purchaser/s is/are, at his/her/their sole risk, liability and responsibility, free to raise a loan from any financial institution or bank, for acquiring the said Unit by offering the rights of the Purchaser/s hereby granted as a security. However, such loan should be strictly personal to the Purchaser/s and the right of the Developer to receive the balance Purchase Price and other sums as hereunder provided from the Purchaser/s, shall override the rights of the financial institution/bank in respect of the loan so availed of by the Purchaser/s.

14.2. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Purchaser/s. Once the Purchaser/s has/have paid the full Purchase Price as payable under this Agreement and has/have taken possession of the said Unit, thereafter due to non-payment of the loan by the Purchaser/s, the recourse available to the financial institution would be only against the said Unit and against the Purchaser/s personally and not against the said Property, the Proposed Building or any one of them or any of the other units/premises in the Proposed Building, and not against any other assets/rights of the Developer.

**15. COMMON AREAS:**

15.1. It is expressly agreed that the Purchaser/s along with the other purchasers/occupants of units/premises in the Proposed Building and the structures constructed on the said Property, shall be proportionately entitled to use, occupy and enjoy the common areas and facilities in the Proposed Building and the structures constructed on the said Property, and the nature, extent and description of such common areas and facilities which the Purchaser/s will proportionately enjoy in the common areas and facilities is

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set out in **Part A (limited common areas)** and **Part B (common areas)** of the **Third Schedule** hereunder written.

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- 15.2. The Purchaser/s shall not claim use or entitlement to use any areas in the Proposed Building on the ground that the same are approved as common areas in the plans; and the only common areas that the Purchaser/s is/are expecting to use/enjoy and claim to be entitled to use/enjoy are as set out in the **Third Schedule**, subject to what is set out therein.

**16. RIGHT OF THE PURCHASER/S RESTRICTED TO THE SAID UNIT ONLY:**

- 16.1. It is clarified that the right of the Purchaser/s is and shall remain restricted to the said Unit agreed to be sold to him/her/them by the Developer as per the floor plan annexed hereto as **Annexure 'I'** and use and enjoyment of common areas and utilities in common as aforesaid and the Purchaser/s shall not be entitled to claim any right to any open space or passage, staircase, open parking space, stilt parking spaces or any other area in or upon the said Property and/or the Proposed Building or any other space surrounding the Proposed Building or any of them in any manner whatsoever.



**17. NO CHANGE OF USER:**

It is expressly agreed, by and between the Developer; and the Purchaser/s that the said Unit is sold to the Purchaser/s for use as a residential unit only; and the said Unit shall accordingly, be utilized by the Purchaser/s only for the purpose for which it is hereby agreed to be sold to the Purchaser/s; and the Purchaser/s shall not use the same for any other purpose/s whatsoever and howsoever arising. The Purchaser/s agree/s not to change the user of the said Unit; or apply to any authorities for obtaining approval of such change of user, without prior written consent in writing of the Developer.

**18. PARKING SPACES:**

- 18.1. For the effective management of parking spaces in the Proposed Building and in order to avoid any later disputes, the Developer shall be entitled to; and the Purchaser/s hereby specifically authorise/s the Developer to carry out a tentative earmarking parking spaces (application operated mechanized parking system) of the Proposed Building for the exclusive use thereof, by certain acquirers of premises in the Proposed Building depending on availability.
- 18.2. The Purchaser/s agree/s that the Developer shall be entitled to do such earmarking at its discretion and the Purchaser/s hereby accept/s the decisions taken by the Developer in relation to such earmarking of car parking spaces. The Purchaser/s further agree/s and undertake/s that pursuant to formation and registration of the Common Legal Entity or the Individual Legal Entities and admission of the Purchaser/s to the Common Legal Entity or the Individual Legal Entities as member/s thereof, the Purchaser/s shall cast his/her/their votes in the first general meeting or shareholders' meeting, as the case may be, of the Common Legal Entity or the Individual Legal Entities in favour of approving such car parking earmarking as done by the Developer so that the respective person/s in whose favour the Developer has earmarked the car parking spaces, will be allotted such respective car parking space/s by the Common Legal Entity or the Individual Legal Entities for exclusive use along with rights of transferability in respect thereof.

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Purchaser/s acknowledge/s and understand/s that some of the car-parking spaces that may be provided for in the Proposed Building, may be in the form of an automated tower parking system or mechanical stack, double stack with / without pit, triple stack with / without pit, mechanical pit or puzzle pit parking or any other form of automated or mechanical parking wherein there shall be no identified spot/place which may be earmarked for a particular acquirer of premises in the Proposed Building and which shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as "the Mechanical Parking"). The Purchaser/s is/are aware that such Mechanical Parking involves operation of an automated machine for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the Purchaser/s acknowledge/s that the Purchaser/s has/have no objection to the same. The Purchaser/s is/are aware that such Mechanical Parking also requires a valet system by appointment of qualified drivers, for ease of parking and removing of vehicles from the parking spots in the Mechanical Parking system.

18.4 In the event if the car parking space/s tentatively earmarked for the Purchaser/s is in the Mechanical Parking, then and in such an event the Purchaser/s may not be allotted any independent car parking space/s in accordance with this Clause 18. Accordingly, since each stack for parking of vehicles comprising of two or more car parking space/s, (commonly known as a puzzle pit) the same (if earmarked for the Purchaser/s in accordance with this Clause 18) shall be shared by the Purchaser/s with the allottee/s of the other parking space/s in the same puzzle pit in the Mechanical Parking unit. Within each puzzle pit, there shall be no identifiable space for parking of any particular vehicles and each allottee of a parking space within a particular puzzle pit shall park his/her vehicle in such particular puzzle pit only. The Purchaser/s hereby confirm/s that the Purchaser/s has/have no objection to the same and that the Purchaser/s shall not park his/her/their car/s at any other place in the Proposed Building or the said Property. The Purchaser/s hereby agree/s and undertake/s that the Purchaser/s shall bear the costs and expenses of the maintenance of such Mechanical Parking system or also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking system. The Purchaser/s shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of such Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising.

18.5. Incidental to having acquired the said Unit and after Possession thereof is handed over to the Purchaser/s, the Developer shall permit the Purchaser/s to park [NIL] vehicle/s in the Mechanical Parking System.

#### 19. DATE OF POSSESSION OF THE SAID UNIT:

19.1. The Developer agrees to offer to hand over possession of the said Unit to the Purchaser/s in the Proposed Building on or before 31<sup>st</sup> October, 2025 or within a period 30 (Thirty) days from the date of obtaining occupation/occupancy certificate or part occupation/occupancy certificate in respect of the said Unit, whichever is earlier, subject to:

- i. easy availability of cement, steel and other building materials; and
- ii. any conditions beyond the reasonable control of the Developer, including acts of God like earthquake, perils of the sea or air, fire, flood,



or any drought, explosion, sabotage, epidemic, pandemic etc.; and

iii. if there are riots, bandhs, strikes, lockdowns and/or lawlessness and in consequence whereof and the construction on the said Property could be adversely affected; and

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iv. any geological, subsurface ground conditions as a result of which construction, development on the said Property and construction on and development of the said Property is delayed or no longer financially or technically viable; and

v. any disruptions, challenges and placement of legal and traditional impediments by third parties notwithstanding the granting of any and all approvals by the concerned authorities which delay or materially adversely affects the implementation of the construction activities on the said Property; and

vi. any reasons like war, civil commotion, acts of criminals or of public enemy, insurrection, blockade, embargo terrorism, etc. in consequence whereof the construction activities on the said Property could be adversely affected; and

vii. any embargo, notice, order, rule or notification of the Government and/or any other public body or authority or of the Court and/or any Act or Ordinance in consequence whereof construction activities on the said Property could be adversely affected; and

viii. act of enemy, riots, civil commotion, or war or any court order or government notification, circular or order or subject to delay by the SRA, MCGM and any other concerned local authorities for approval of plans, grant of occupation/occupancy certificate or part occupation/occupancy certificate or subject to delay in the grant of water, sewerage, electric, cable connection or any other permissions or approvals for construction of the Proposed Building or any other service or any other cause, beyond the control of the Developer.

19.2. The date of delivery of possession of the said Unit is subject to certain terms as more particularly specified in the preceding Clause [19.1] and even after extension of the date of possession due to the events as stated in the preceding Sub-Clause Clause [19.1], if the Developer is unable to or fails to give possession of the said Unit or license to enter the said Unit to the Purchaser/s, then and only in such an event, the Purchaser/s shall at its own discretion be entitled either (i) to continue with the arrangement as recorded under this Agreement and receive a compensation in the form of liquidated damages from the Developer to be calculated on a monthly basis at the Agreed Interest Rate on the amount of Purchase Price that is till then paid by the Purchaser/s to the Developer and received by the Developer, from the extended date of delivery of possession (extended due to any of the factors set out in Clause [19.1] hereof) till the date of offer of possession by the Developer to the Purchaser/s; or in the alternative (ii) to give notice to the Developer, thereby terminating the Agreement, in which event, the Developer shall refund to the Purchaser/s the amount of Purchase Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amounts, that may have been paid by the Purchaser/s till then received by the Developer from the Purchaser/s hereunder together with interest at the Agreed Interest Rate



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the date of receipt by the Developer of such amounts of Purchase Price from the Purchaser/s till the date of refund thereof to the Purchaser/s. It is clarified that the Developer shall not be liable to pay or refund to the Purchaser/s any additional amount/s, either as liquidated damages or costs, charges, expenses in the event of such termination. It is further clarified that in the event if the provisions of this Clause [19.2] are applicable and in such an event, if the Purchaser/s once exercises the option to continue with this Agreement (and not to terminate it), then the Purchaser/s shall subsequently not be entitled to exercise the alternative option to terminate this Agreement, regardless of the further period of delay in the delivery of possession of the said Unit.

19.3. The amount to be made by the Developer to the Purchaser/s pursuant to Clause 19.2 shall be made by the Developer to the Purchaser/s within a period of 30 (thirty) days from the date when the Purchaser/s terminate/s this Agreement/s as per Clause [19.2] hereof. In case of termination by the Purchaser/s as provided in Clause [19.2], upon the aforesaid payment/s being made by the Developer to the Purchaser/s, neither Party shall have any claim against the other in respect of the said Premises or otherwise arising out of this Agreement and the Developer shall be at liberty to sell and dispose of the said Premises and/or create third party rights therein in favour of any other person/s at such consideration and upon such terms and conditions as the Developer may deem fit and proper, in the Developer's sole and absolute discretion, without any reference and/or recourse to the Purchaser/s. It is clarified that in case of termination by the Purchaser/s as provided in Clause [19.2], in the event if the Developer finds a willing buyer/purchaser to acquire the said Unit prior to the refund to the Purchaser/s under this Clause, then the Developer shall be entitled to sell the said Unit to such new buyer/purchaser but the Purchaser/s shall have a charge on the amounts receivable by the Developer from the new purchaser/acquirer to the extent of the amounts receivable by the Purchaser/s under this Clause.

19.4. Save and except as provided in Clause 19.2 hereof, the Purchaser/s shall not be entitled to withdraw from this Agreement or terminate this Agreement; and in the event if the Purchaser/s so decide/s to withdraw or terminate this Agreement other than for the reasons as set out in Clause 19.2 hereof, then the consequences of such withdrawal or termination shall be as set out in Clause 4 hereof.

19.5. Notwithstanding anything to the contrary contained in this Agreement and in particular in Clauses [19.2] to [19.4] hereof, if as a result of any legislative order or requisition or direction of the Government or public authorities, the Developer is unable to complete construction of the aforesaid Proposed Building and/or to give possession of the said Unit to the Purchaser/s, then and in such an event, the only responsibility and liability of the Developer will be refund to the Purchaser/s the amounts of Purchase Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amounts that may have been paid by the Purchaser/s or Developer) till then received by the Developer from the Purchaser/s hereunder without any interest thereon and thereupon this Agreement shall ipso facto and automatically stand terminated.

19.6. The Purchaser/s shall take possession of the said Unit within 1 (One) months of the Developer giving written notice to the Purchaser/s intimating that the

said Unit is ready for use and occupation and the obligation of the Purchaser/s to bear and pay the maintenance charges as provided hereinafter shall commence at the expiry of a period of 7 (Seven) days from such offer of possession by the Developer (whether at such time, the Purchaser/s has/have taken possession of the said Unit or not) **PROVIDED THAT** if within a period of 5 (five) years from the date of offer to hand over possession of the said Unit to the Purchaser/s, the Purchaser/s bring/s to the notice of the Developer, any defect in the said Unit with regard to the material used therein or any unauthorized change in the construction of the Proposed Building, then, wherever possible such defects or unauthorized changes shall be rectified by the Developer at its own cost; and in case if it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Developer, reasonable compensation for such defect/s or change **PROVIDED FURTHER THAT** the defect liability of the Developer shall be restricted to the defect in the construction of the Proposed Building only and shall not extend to the Internal Amenities.

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- 19.7. Before delivery of possession or grant of license to enter the said Unit to the Purchaser/s, the Purchaser/s shall inspect the said Unit (including the site thereof) and the Internal Amenities provided therein; and after the inspection the Purchaser/s will have no claim whatsoever and howsoever arising against the Developer in respect thereof, if the same are in accordance with this Agreement.
- 19.8. The Developer shall be liable and/or responsible to only provide such number of lifts in the Proposed Building as per the minimum requirements under the DCR; and on provision of minimum lifts, the Developer may offer possession of the said Unit to the Purchaser/s. The Purchaser/s shall not delay accepting possession of the said Unit on the ground that the requisite or assured number of lifts is yet to be provided by the Developer in the Proposed Building.
- 19.9. It is further clarified that at the time of offer of possession of the said Unit, certain facilities/amenities proposed to be provided in the Proposed Building like murals, sculptures, fountains, lobby furniture, equipment, gymnasium may not be ready or other facets of the Project or floor/s may not be completed and the Purchaser/s shall not delay accepting possession of the said Unit or delay making any payments on the ground that such facilities/amenities are not operational and/or that certain work in respect thereof is pending to be completed. It is further clarified that it may take up to 6 (six) to 12 (twelve) months for the Developer to provide additional facilities as specified in this Clause 19.9 and complete the Proposed Building after obtaining the part occupancy certificate in respect of the said Unit and the Purchaser/s hereby confirm/s that the Purchaser/s has/have no objection to the same and shall not cause any hindrance/s or obstruction/s in the course of the Developer carrying out such work on the said Property or in the Proposed Building. The Purchaser/s shall be entitled to the possession of the said Unit only after the full aggregate Purchase Price as per Annexure 'I' hereto is paid by the Purchaser/s to the Developer; and the other sums mentioned hereunder are paid by the Purchaser/s to the Developer.
- 19.10. The Developer shall not put the Purchaser/s in possession of the said Unit unless and until:
  - i. The Purchaser/s has/have paid the entire aggregate Purchase Price as provided by Annexure 'I' hereto and has/have also paid all other

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amounts payable by him/her/them hereunder and/or otherwise in respect of the said Unit to the Developer, as specified herein.

ii. The Developer has received the occupation/occupancy certificate (or part occupation/occupancy certificate) from the SRA or other concerned authorities in relation to the said Unit.

19.11. After completion of construction of the Proposed Building, the Developer may, at its discretion permit the Purchaser/s to enter upon the said Unit, limited for the purpose of carrying out fit out works of non-structural nature like installation of fixture and furniture in the said Unit at the request of and at the entire risks and costs of the Purchaser/s. The Purchaser/s acknowledge/s that the Developer shall not be obliged to permit the Purchaser/s to enter upon the said Unit under any circumstances and such permission may or may not be granted entirely at the discretion of the Developer. The Purchaser/s further acknowledge/s that at such stage the occupation/occupancy certificate or part occupation/occupancy certificate in respect of the Proposed Building may not have been received by the Developer from the SRA and at such stage the said fit out may not be capable of being occupied by the Purchaser/s. The Purchaser/s agree/s and undertake/s that in the event so permitted to enter upon the said Unit to carry out the said fit out works as contemplated in this Clause [19.11], the Purchaser/s shall not occupy the same or commence any use thereof for any reasons whatsoever and howsoever arising. In the event if there is any delay to procure the Occupation Certificate/ Part Occupation Certificate, than in such cases the Purchaser/s shall not have any claim whatsoever against the Developer including but not limited to any sort of compensation for the expenses incurred by the Purchaser/s towards such fit-outs. The Purchaser/s further agree/s and undertake/s that in the event if the Purchaser/s is/are so permitted to enter upon the said Unit to carry out the said fit out works as contemplated in this Clause [19.11] then in such an event, the Purchaser/s shall be solely and exclusively responsible and liable to ensure that the workmen, labourers, agents and other representatives of the Purchaser/s so entering upon the said Unit shall comply with and adhere to all health and safety guidelines, rules and regulations as may be prescribed by the Developer from time to time. Under no circumstances, shall the Purchaser/s carry out any structural alterations of any nature whatsoever in or around the said Unit. The Purchaser/s acknowledge/s that Developer shall not be liable and/or responsible for untoward incident that may occur by virtue of the Purchaser/s being permitted to carry out the fit out works or to enter upon the said Unit as contemplated in this Clause [19.11].

19.12. The Purchaser/s has/have also agreed and hereby undertake/s that prior to commencing any fit out or interior works in the said Unit, the Purchaser/s shall for the due adherence and performance with the terms and conditions of the fit-out guidelines (as may be drawn up by the Developer containing the guidelines for carrying out the fit-out works in the premises in the Proposed Building), keep deposited with the Developer a sum of Rs. 25,000/- (Rupees Twenty Five Thousand Only), as and by way of an interest free refundable security deposit and which amount shall be refunded by the Developer to the Purchaser/s on completion of the fit out works. In the event if the Purchaser/s commit/s any breach/es of the terms and conditions of the fit-out guidelines or cause/s any damage or nuisance to the Proposed Building or any common areas therein or in any adjoining the said Unit, then and in any such event, the Developer shall be entitled to adjust or deduct any expenses incurred or likely

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to be incurred by the Developer from such interest free refundable security deposit for setting right such breach or rectifying such damage or nuisance caused. The Purchaser/s shall not dispute any adjustment or deduction from the interest free refundable security deposit on any ground whatsoever and howsoever arising. The said amount of security deposit shall be refunded by the Developer to the Purchaser/s only upon completion of the entire fit out or interior works in the said Unit by the Purchaser/s.

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19.13. Upon possession of the said Unit being offered to the Purchaser/s, he/she/they shall be entitled to use and occupy the said Unit for the use as specified herein only; and for no other purpose whatsoever. Upon the Purchaser/s taking possession of the said Unit or being granted a license to enter the said Unit he/she/they shall have no claim against the Developer in respect of any item of work in the said Unit, which may be alleged not to have been carried out or completed.



**20. REIMBURSEMENT OF EXPENSES AND MAINTENANCE CHARGES:**

20.1. Over and above the amounts of the Purchase Price, as set out here to and other amounts agreed to be paid by the Purchaser/s to the Developer as set out hereinabove, the Purchaser/s shall before taking possession of the said Unit or within a maximum period of 7 (seven) days from the date of offer of delivery of possession of the said Unit (whether or not the Purchaser/s has/have taken possession of the said Flat or not), whichever is earlier pay to the Developer the following amounts:

- i. A sum of Rs. 500/- towards acquiring the shares of the Common Legal Entity (or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof) and entrance fee of Rs.100/- for the admission of the Purchaser/s to the Common Legal Entity (or the Individual Legal Entity, which may be formed as per Clause [9.3] hereof) as member/s thereof;
- ii. A sum of Rs. [20,000]/- (Rupees Twenty Thousand Only) towards legal charges (Non-Refundable);
- iii. A sum of Rs. [10,000]/- (Rupees Ten Thousand Only) for formation and registration of to the Common Legal Entity or Individual Legal Entity;
- iv. A sum of Rs. [20,000]/- (Rupees Twenty Thousand Only) towards charges for water meter and electric meter and costs of electric sub-station and cables (Non-Refundable);
- v. A sum of Rs. [nil]/- (Rupees nil Only) towards proportionate share of development/infrastructure charges (Non-Refundable);
- vi. A sum of Rs. [18,600]/- (Rupees Eighteen Thousand Six hundred Only) as a deposit towards provisional maintenance charges for 12 (Twelve) months in advance, commencing 7 (Seven) days after notice in writing is given by the Developer to the Purchaser/s that the said Unit, is ready for being occupied, the Purchaser/s shall be liable to bear and pay the proportionate share of the maintenance charges and other monthly outgoings in respect of the said Unit. After the completion of the initial 12 (Twelve) months as aforesaid, the Purchaser/s shall be liable to bear and pay the maintenance charges in respect of the said Unit and the Purchaser/s further undertake/s to pay such provisional monthly

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contribution on or before the 5<sup>th</sup> day of each month in advance till formation of the Common Legal Entity (or the Individual Legal Entity, which may be formed as per Clause [9.3] hereof) to the Developer and after formation of the Common Legal Entity (or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof)), to the Common Legal Entity (or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof)) and shall not withhold the same for any reason whatsoever. It is further agreed that the Purchaser/s will be liable to pay the Agreed Rate of Interest to the Developer for any delay in payment of such outgoings;



Balance of tax, GST if any applicable towards the items mentioned above, as per this Agreement.

Time as to payment of the aforesaid amounts shall be of the essence of this Agreement. Any delay in making any of the payment to be made by Purchaser as per this Agreement shall be charged with Agreed Rate of Interest.

20.2. The amount mentioned in Clause [20.1.vi], without any interest and after deduction therefrom of all arrears of taxes, outgoings, maintenance charges and expenses, etc. incurred till then, shall be transferred by the Developer to the Common Legal Entity or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof) or the Apex Legal Entity upon management of the Proposed Building being handed over to the Common Legal Entity or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof) or to the Apex Legal Entity. Save and except, for the amounts as mentioned Clause [20.1.vi], the Developer shall not be liable to maintain and/or render individual accounts to the Purchaser/s in respect of any other items mentioned in this Agreement.

20.3. The maintenance charges to be borne by the Purchaser/s as aforesaid would include *inter alia* the following:

- i. The expenses of maintenance, repairing, redecorating, etc., of the main structures, common terrace and in particular the gutters and rain water pipes of the Proposed Building, water pipes and electric wires in under or upon the Proposed Building used by the premises / premises holder/s in common with the other occupiers of premises and the main entrances, passages, landings, lift and staircase of the Proposed Building and other common areas and amenities as enjoyed by the premises purchasers in common as aforesaid and the boundary walls of the Proposed Building, compounds etc.
- ii. The cost of cleaning and lightning the passage, water pump, lifts, landings, staircases, refuge area, common lights and other parts of the Proposed Building used by the premises purchasers in common as aforesaid.
- iii. The cost of the salaries of certain workers like clerks, accountant, valet drivers and parking operators, liftmen, chowkidar, pump man, sweepers, drivers, house-keeping charges, FMC charges etc., and the proportionate salary of certain part time workers like engineers, supervisors etc. their traveling expenses, welfare expenses like tea, coffee etc., the bonus to be given to them etc.

- iv. The cost of maintaining the electrical and mechanical fittings and equipment and sewage treatment plant installed in the Proposed Building and of all other environment management facilities to be installed on the said Property.
- v. The cost of working and maintenance of common lights, water pump, lifts, common sanitary units, water charges and other services charges.
- vi. Premium for insurance of the Proposed Building (if and when taken).
- vii. The maintenance charges, cost, expenses and amounts required for maintenance of various common equipment that may be installed in the Proposed Building including interalia street lights, sewer lines, water drain, water lines, internal roads, garden, mechanical and electrical systems installed for reuse of the waste water, civil, mechanical and electrical systems for rain water harvesting, high speed lifts, submersible pumps installed in tank for municipal water and tank for storage of tank, bore well water pumps installed for firefighting, tank for municipal water, fire water tank and other water tanks by whatever name called, common electric system (which may be installed for the lights, pumps, equipment, lifts, security system etc.), substation, common plumbing system, common security system and such other expenses as are necessary or incidental for the maintenance and upkeep of the Proposed Building.
- viii. The above referred maintenance charges are only provisional and any additional expenses or charges shall be immediately paid by the Purchaser/s to the Developer, on demand, the above provisional maintenance does not include property and municipal tax (which shall be payable by the Purchaser/s to the Developer in addition to the aforesaid amounts at actuals till the time the Property tax bill is separately assessed for each of the premises in the Proposed Building). In case the same is not paid as per the demand raised by the Developer from time to time, it shall carry the Agreed Rate of Interest. Failure of Developer to send such demand shall not be construed as waiver of the property tax to be paid by the Purchaser/s.

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20.4. The Purchaser/s is/are aware that after the possession of the said Unit is offered to the Purchaser/s and after he /she/they is/are admitted as member/s of the Common Legal Entity (or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof)), it may take at least 12 (twelve) to 18 (eighteen) months for the Developer /the Common Legal Entity/the Individual Legal Entity (which may be formed as per Clause [9.3] hereof), to work out and inform each of the premises occupants in the Proposed Building about the exact breakup of the maintenance charges payable by him/her/them. Therefore, during such a period, the Developer /the Common Legal Entity/the Individual Legal Entity (which may be formed as per Clause [9.3] hereof) is likely draw up ad-hoc bills towards maintenance. The Purchaser/s agree/s that he/she/they shall not raise any objection for payment of such ad-hoc bills and would allow the Common Legal Entity (or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof)) a time period of 12 (twelve) to 18 (eighteen) months, or more from the date of he/she/they is/are admitted as member/s of the Common Legal Entity (or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof)), to

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enable the Developer /Common Legal Entity/the Individual Legal Entity (which may be formed as per Clause [9.3] hereof) to work out the exact details of the maintenance charges payable by him/her/them.

20.5. Over and above the Purchase Price and other amounts payable by the Purchaser/s, the Purchaser/s hereby agree/s that in that event of any amount becoming payable by way of levy or premium, taxes, cess, fees, charges, etc., after the date of this Agreement to the SRA or the MCGM or any other concerned local authority or to the State Government or in the event of any other payment for a similar nature becoming payable in respect of the said Property and/or in respect of the various premises to be constructed thereon including the said Unit, the same shall be borne and paid by the Purchaser/s. The Developer shall be entitled in its discretion (without being obliged) to make such payment of levy or premium, taxes, cess, fees, charges, etc., to the concerned authorities and recover the same from the Purchaser/s and the same would be reimbursed by the Purchaser/s to the Developer in proportion of the area of the said Unit to the total area of all the new premises being developed and constructed on the said Property within a period of 7 (seven) years from a demand being made by the Developer on the Purchaser/s.

20.6. The Purchaser/s is/are further made aware that potable water supply is provided by the MCGM and other concerned government authorities, and shall be made available to the Proposed Building as per the supply received from such authorities. It is clarified that the Developer has not represented to the Purchaser/s or undertaken to the Purchaser/s that consistent water supply to the said Unit is assured, as the same is subject to availability and supply from the concerned authorities. The only obligation of the Developer shall be to obtain the requisite connection from the water mains to the said Property in accordance with the applicable rules and regulations of the MCGM.

## 21. TAXES:

21.1. The Purchaser/s is/are aware that the amount of Purchase Price as set out in Annexure 'I' hereto, is exclusive of the all the taxes applicable to transactions for the sale of constructed premises as levied by the State and Central Government through their respective Finance Acts and various clarifications/notifications and regulations (hereinafter referred to as "**the said Taxes**"). The term "**said Taxes**", wherever the same appears hereafter shall be deemed to include the Goods and Services Tax and all other taxes (other than income tax) (by whatever name called and whether applicable now or in future) as may be applicable on the transaction of sale of premises by a Developer to any third party.

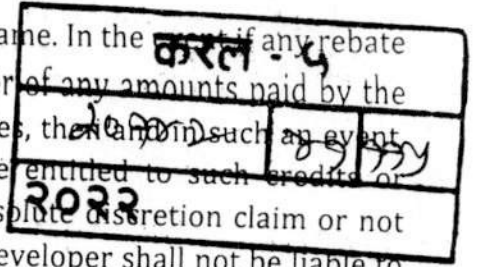
21.2. It is hereby agreed between the Parties and it is clarified that at the time of execution of this Agreement for Sale, that there is a liability for payment of the said Taxes on the transaction recorded in this Agreement for the sale of the said Unit by the Developer to the Purchaser/s. The Purchaser/s agree/s and undertake/s that all such indirect taxes including Goods and Services Tax are payable by the Purchaser/s solely; and that the Developer is not liable to bear and/or pay the same. It is hereby agreed between the Parties and it is clarified that at the time of execution of this Agreement for Sale, that there is a liability for payment of the said Taxes on this Agreement for the sale of the said Unit by the Developer to the Purchaser/s. The Purchaser/s agree/s and undertake/s that the same is payable by the Purchaser/s and that the

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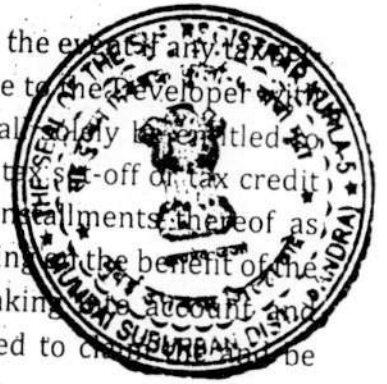
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Developer is not liable to bear and/or pay the same. In the event if any rebate or credit or set off is available to the Developer of any amounts paid by the Developer against the payment of the said Taxes, then in such an event the Developer shall, solely and exclusively be entitled to such credits or rebates. The Developer may in its sole and absolute discretion claim or not claim such set off or credit or rebate and the Developer shall not be liable to pass on the benefit thereof to the Purchaser/s. Therefore, the Purchaser/s hereby irrevocably agree/s and undertake/s to pay the amounts for the said Taxes to the Developer or the concerned authorities within a period of 7 (seven) days from the date of the Developer calling upon the Purchaser/s to do so, without any delay or demur or without claiming to be entitled to any rebates or set offs or credits.



21.3. It is further agreed by and between the Parties that in the event if any tax set-off or tax credit (by whatever name called) is available to the Developer with regard to any the said Taxes, then the Developer shall be solely entitled to claim the same and be entitled to the benefit of such tax set-off or tax credit and it is agreed that the Purchase Price and the installments thereof as mentioned in this Agreement are arrived at after passing on the benefit of the tax set-off and tax credit to the Purchaser/s and taking into account and considering that the Developer shall be solely entitled to claim and be entitled to the benefit of such tax set-off or tax credit.



21.4. It is hereby further agreed that in addition to the said Taxes, in the event of any amount becoming payable now or in the future by way of levy or premium, taxes, cess, fees, charges, sales tax, value-added tax, service tax, goods and services tax, or any other tax by whatever name called, to any authority or to the State Government or to the Central Government or in the event of any other payment of a similar nature, save and except the tax on income of the Developer, arising out of or in connection with transaction contemplated hereby, the Purchaser/s shall be solely liable to bear and pay the same and the Developer shall not be liable for the same. It is clarified that the liability to bear and pay the amounts as mentioned in this Clause 21 shall be a continuing and permanent responsibility and liability of the Purchaser/s. The Developer shall in its discretion be entitled (without being obliged) to make such payment levy or premium, taxes, cess, fees, charges, etc., to the concerned authorities and recover the same from the Purchaser/s and the same would be reimbursed by the Purchaser/s to the Developer within a period of 7 (seven) days from a demand being made by the Developer on the Purchaser/s.

21.5. All amounts towards the Purchase Price as payable by the Purchaser/s to the Developer, shall be paid by the Purchaser/s, subject to deduction of tax at source as per the provisions of Section 194IA of the Income Tax Act, 1961; and the Purchaser/s shall within the time prescribed by the provisions of the Income Tax Act, 1961 and the Rules framed there under, furnish to the Developer the requisite certificates of deduction of tax at source. It is clarified that non-payment of the amount of the deduction of tax at source to the concerned authorities or non-furnishing by the Purchaser/s of the requisite certificate of deduction of tax at source to the Developer shall be deemed to be a breach equivalent to non-payment of the Purchase Price amount and shall accordingly attract the consequences as mentioned in Clause 4 above.

## 22. BREACHES:

22.1. The Purchaser/s agree/s and undertake/s to and shall observe perform and

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comply with all the terms and conditions and covenants to be observed performed and complied with by the Purchaser/s as set out in this Agreement (save and except the obligation of the Purchaser/s to pay the balance Purchase price and other sums as aforesaid, for which the consequences as mentioned in Clause [4] hereof shall apply) if the Purchaser/s neglect/s, omit/s, or fail/s to observe and/or perform the said terms and conditions and covenants for any reason whatsoever then in such an event, the Developer shall be entitled after giving 15 (fifteen) days' notice to remedy or rectify the default and in the event of the Purchaser/s failing to remedy or rectify the same within the said notice period, this Agreement shall be terminable at the sole and exclusive option of the Developer without any further act and/or reference and/or recourse to the Purchaser/s and in the event of the Developer so terminating this Agreement, the consequences of termination as set out in Clause [4] hereof shall apply.



22. The Developer shall not be liable to pay to the Purchaser/s herein any interest, compensation, damages, costs or otherwise in case of termination under Clause [4] or this Clause [22]. The residue balance amount after deducting under Clause [22.1] hereinabove shall be deemed to have been accepted by the Purchaser/s herein in full satisfaction of all his/hers/their claim under this Agreement and/or in respect of the said Unit, whether the Purchaser/s present/s the cheque/s for payment to his/her/their bankers or not.

22.3. The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Developer /its transferee/s/allottee/s/nominee/s and/or otherwise in to upon the said Premises in such an event of termination.

**23. ELEVATION OF THE PROPOSED BUILDING:**

The Purchaser/s shall neither alter, amend, modify etc., the elevation of the said Unit or the Proposed Building, whether on side, front or rear nor shall the Purchaser/s alter, amend, modify the entrance lobby, staircase, lift, passage/s, terrace, Refuge area etc. of the Proposed Building and shall keep and maintain the above in the same form as the Developer constructs the same and shall not at any time alter the said elevation in any manner whatsoever without the prior consent or alter the attachments to the elevation of the Proposed Building, including fixing or changing or altering grills, ledges, windows, air conditioners, chajjas etc. The Purchaser/s further irrevocably agree/s to fix their air-conditioners, whether window or split only after the written permission of the Developer and at such places as may be earmarked by the Developer for the same. The Developer's decision in this regard would be final and binding on the Purchaser/s. The Purchaser/s hereby covenant/s with the Developer that the Purchaser shall not hang clothes for drying or otherwise on the façade of the Proposed Building or anywhere outside the said Unit on any ground whatsoever and howsoever arising. All washing and/or drying equipment required to be installed by the Purchaser/s shall be installed within the said Unit and nowhere else in the Proposed Building. The Purchaser/s shall not carry out any changes/amendments, which may affect the outside elevation of the Proposed Building on the ground that the same are not visible from outside the Proposed Building. The Purchaser/s hereby agree/s that the Purchaser/s shall not do and/or carry out any act, deed, matter or thing whereby the said elevation of the

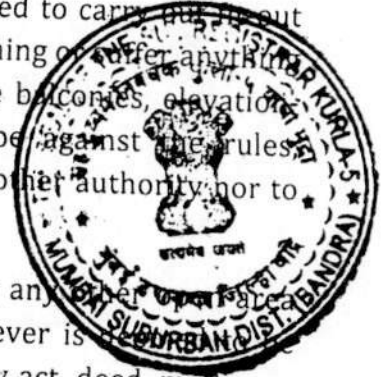
Proposed Building is affected in any manner (whether adversely or not) and/or whereby the look and feel of the elevation is modified or appears to be modified.

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## 24. REPRESENTATIONS, WARRANTIES AND COVENANTS

The Purchaser/s with an intention to bring all persons into whose hands the said Unit may come, doth/do hereby represent/s and assure/s to and undertake/s and covenant/s with the Developer as follows:

- 24.1. To maintain the said Unit at the Purchaser's/Purchasers' own cost in good and tenable repair and condition from the date the possession of the said Unit is offered to the Purchaser/s or date of being permitted to carry out works therein, whichever is earlier, and to not do anything or suffer anything to be done in or to the Proposed Building and to the balconies, elevations, projections, staircase or any passage, which may be against the rules, regulations or bye-laws of the concerned local or any other authority, nor to the said Unit itself or any part thereof;
- 24.2. Not to enclose the open balcony, flower bed, ducts or any other structure pertaining to the said Unit, whereby any FSI whatsoever is consumed and without prejudice thereto not to do any act, deed, matter or thing, whereby any rights of the Developer are in any manner whatsoever prejudiced/ adversely affected;
- 24.3. Not to carry out in or around the said Unit any alteration/changes of structural nature without the prior written approval of the Developer and the Structural Engineers and the RCC Consultants of the Proposed Building and the concerned authorities;
- 24.4. To ensure that no nuisance/annoyance/ inconvenience is caused to the other occupants of the Proposed Building by any act of the Purchaser/s;
- 24.5. Not to claim any rights including any easements or other similar rights in to or upon any other part or portion of the said Property;
- 24.6. Not to store in the said Unit any goods which are of hazardous, combustible or dangerous nature, save and except domestic gas for cooking purposes, or goods which are so heavy so as to damage the construction or structure of the Proposed Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried any heavy packages, showcases, cupboards on the upper floors which may damage or is likely to damage the staircase, common passage or any other structure of the Proposed Building. On account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be personally liable for the consequence of the breach and shall be liable to bear and pay the damages as may be determined by the Developer and the same shall be final and binding upon the Purchaser/s and the Purchaser/s shall not be entitled to question the same;
- 24.7. To carry out at his/her/their own cost all the internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s (usual wear and tear excepted);
- 24.8. Not to demolish the said Unit or any part thereof including *inter alia* the walls, windows, doors, etc., thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the Proposed Building and shall keep the portion, sewers, drains, pipes, in the said



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Unit and appurtenance/s thereto in good, tenantable repair and condition and in particular to support, shelter and protect the other parts of the Proposed Building and shall not chisel or any other manner damage the columns, beams, walls, slabs or RCC pardsis or other structural members in the said Unit or the Proposed Building without the prior written permission of the Developer and/or the Common Legal Entity or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof) (after formation);

24.9. Not to do or permit to be done any act, deed, matter or thing, which may render void or void able any insurance of the Proposed Building or any part thereof or whereby any increase premium shall become payable in respect of the insurance;

24.10. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or on the terrace or on the other premises or any portion of the said Property;

24.11. To bear and pay any increase in local taxes, water charges, insurances and such other levy /if any which are imposed by the concerned local/public authority either on account of change of user or otherwise in respect of the said Unit by the Purchaser/s;

24.12. The Purchaser/s shall not be entitled to transfer, assign or part with the interest or any benefit of this Agreement, without the prior written permission of the Developer, until all the dues payable by the Purchaser/s to the Developer hereunder and/or otherwise are fully paid up;

24.13. The Purchaser/s shall abide by, observe and perform and comply with all the rules, regulations and bye-laws or charter documents of the Common Legal Entity (or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof)) as also the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Proposed Building and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the Government and other public bodies and not commit breach thereof and in the event of the Purchaser/s committing breach thereof and/or any act in contravention of the above provision, the Purchaser/s shall be personally responsible and liable for the consequences thereof to the Common Legal Entity (or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof)) and/or the concerned authority and/or other public authority;

24.14. The Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the Common Legal Entity (or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof)) and the Apex Legal Entity, as the case may be, regarding the occupation and use of the said Unit and shall bear and pay and contribute regularly and punctually towards the taxes, expenses or other outgoings as may be required to be paid from time to time.

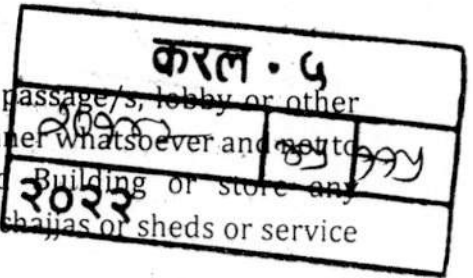
24.15. The Purchaser/s shall permit the Developer and its surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said Property/ Proposed Building /said Unit and/or any part thereof to view and examine the state and condition thereof, and to carry out the repair or replacements therein for a period of 5 (Five) years from the Purchaser/s

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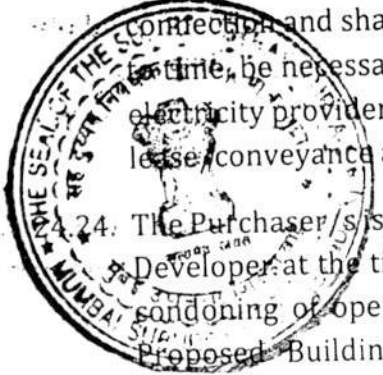
being put in possession of the said Unit;

- 24.16. The Purchaser/s undertake/s not to enclose any passage/s, lobby or other common areas in the Proposed Building in any manner whatsoever and not to cover the voids in any place in the Proposed Building or store any goods/chattels in the common areas including the chajjas or sheds or service areas behind the toilets;
- 24.17. The Purchaser/s and/or his/her/their staff, employees, servants, agents, etc. shall not dispose off or throw any garbage or dirt or rubbish in the sinks of the toilets or basins provided in the common areas of the Proposed Building and/or in the said Unit. The dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by the occupants of the building in the jurisdiction. The Purchaser/s shall at all times co-operate with the Developer for adoption of any mechanism or common scheme of garbage collection, garbage disposal including inter alia by segregating various types of garbage which may be communicated by the Developer from time to time;
- 24.18. The Purchaser/s shall not permit any of his/her/their staff, employees, servants, agents or any other person/s to use and/or occupy any common passages, staircases or common areas of the Proposed Building;
- 24.19. The Purchaser/s shall ensure that all the agents, staff, employees, etc., of the Purchaser/s shall actively participate in all fire, earthquake, terror and other safety drills as may be conducted by the Developer or by any concerned authorities from time to time;
- 24.20. The Developer shall provide to the Purchaser/s a municipal water connection in respect of the said Unit. The Developer shall not be held liable or responsible in any respects whatsoever if the concerned authorities are unable to provide the water supply to the said Unit. The Purchaser/s is/are further informed that for the purposes of flushing, water may be provided from the Sewage Treatment Plant (if so installed) and/or the bore wells and the Purchaser/s shall not object to the same;
- 24.21. The Purchaser/s is/are also aware that the Developer has paid to SRA and other concerned authorities various premiums towards construction of the staircase, lift lobby, passages, and other areas free of FSI and the Purchaser/s shall not raise any objection with regard thereto;
- 24.22. The Purchaser/s is/are aware and hereby expressly agrees that the Developer will be developing the said Property and will be constructing buildings thereon in the manner as the Developer may deem fit and proper. The Purchaser/s shall not take any objection to such construction/development either on the ground of nuisance, annoyance and/or any other grounds of any nature whatsoever and/or shall not cause any impediment to the full, free and uninterrupted development of the said Property by creating hindrances or filing any complaints or legal proceedings before any authorities seeking the stalling of such development/construction. The Purchaser/s shall not directly or indirectly do anything to prevent the Developer or any of their nominee/s or transferees from developing and/or carrying out construction of new buildings on any part of the Larger Property;
- 24.23. As may be required by the Adani Electricity Mumbai Limited or Tata Power Company Limited or Maharashtra State Electricity Board or any other



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authorised electricity providers, a substation room may be provided to such electricity provider in any part of the layout of the said Property for supplying electricity to the building/s on the said Property and/or any part thereof and/or to the buildings constructed in the vicinity of the said Property; and the Purchaser/s hereby grant/s his/her/their irrevocable consent to the Developer for the same. The Developer may be required to and if so required, the Developer shall execute a deed of lease/sub-lease/conveyance in favour of any concerned electricity provider for such area on which the substation room is to be provided as may be required. The Purchaser/s shall not raise any objection and/or obstruction to the putting up and construction of the electric substation and its structures and allied constructions, room/s, pipes and boxes, electrical meters, cables, connections and other matters in this connection and shall extend all co-operation and assistance as may, from time to time, be necessary in this respect as per the rules and requirements of the electricity provider. The Proposed Transfer shall be subject to such lease/sub-lease/conveyance as may be executed in favour of such electricity provider;



24. The Purchaser/s/s/are aware of various concessions, approvals granted to the Developer at the time of construction of the Proposed Building including the condoning of open space deficiencies in the course of construction of the Proposed Building; and the Purchaser/s undertake/s not to raise any objection in respect of the open space deficiency and shall also not raise any objection in respect to the construction and/or development activities carried on in the adjoining plots or elsewhere on the Larger Property;

24.25. The Purchaser/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Developer and the undertakings given by the Developer to the SRA and other concerned authorities that some of such conditions and/or obligations shall require compliance in continuity even after the development and construction of the Proposed Building is completed and after the management of the Proposed Building is handed over to Common Legal Entity (or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof)) and the Purchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations;

24.26. The Purchaser/s is/are aware that the Developer intends to provide superior quality of services and facilities for the residents of the Proposed Building and for such purpose, the Developer may appoint a professional Facility Management Company (hereinafter referred to as "the FMC") for the maintenance of the Proposed Building and the common areas and amenities in the said Property. The Purchaser/s along with the other purchaser/s of the premises in the Proposed Building and other structures on the said Property 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 between the Developer and 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/holders of the premises in the Proposed Building. These common costs shall be shared by all such purchaser/s on pro-rata basis determined by the Developer, which determination shall be binding on the Purchaser/s;

24.27. The Purchaser/s agrees and undertakes to cause the Common Legal Entity or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof)

or the Apex Legal Entity to be bound by the rules and regulations that may be framed by the FMC from time to time. The Purchaser/s along with the other Purchaser/s in the Proposed Building shall undertake and cause the Common Legal Entity or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof) or the Apex Legal Entity to ratify the appointment of the FMC as aforesaid;

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- 24.28. The Purchaser/s is/are aware that the Developer is not in the business of or providing services proposed to be provided by the FMC or through the FMC. The Developer does not warrant or guarantee the use, performance or otherwise of these services provided by the FMC. The Parties hereto agree that the Developer 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 FMC;
- 24.29. The Purchaser/s shall not object to the Developer applying for and obtaining part occupancy certificates from the SRA or the MCGM in relation to any part of the Proposed Building for the purpose of granting occupation to certain premises acquirers in the Proposed Building;
- 24.30. As a part of a marketing exercise or otherwise in the event required under law, the Developer may disclose and/or publish the name of the Purchaser/s and/or other acquirers of the units (jointly and/or severally) along with their occupation and also use their photographs to such third parties as the Developer may deem fit and the Purchaser/s either in their individual capacity or as members of the Common Legal Entity or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof) shall not object thereto;
- 24.31. The Developer may permit various consultants, service providers, financiers, manufacturers, suppliers and other third parties to publish the image of the Proposed Building and the name of the Proposed Building in advertisements, publications, brochures, and such other marketing and/or promotional materials as the Developer may deem fit and the Purchaser/s either in their individual capacity or as members of the Common Legal Entity or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof) shall not object thereto;
- 24.32. The Purchaser/s is/are further made aware that the Developer is engaged in the business of construction, development and redevelopment of immovable properties in and around Mumbai, and during the construction of the Proposed Building and after completion thereof, the Developer may desire to show the Proposed Building and/or any areas therein including but not limited to the common areas (during construction/development or after completion thereof) to various prospective clients of the Developer including inter alia occupants of building/s, which the Developer is redeveloping or is proposing to redevelop and accordingly, the Developer may arrange for site visits to the said Property and the Proposed Building and may organize functions in the common areas like compound/s, terrace/s, lobby/ies podium, and other areas in the Proposed Building for such purposes and the Purchaser/s either in their individual capacity or as members of the Common Legal Entity or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof) shall not object thereto;
- 24.33. It is clarified that the rights of the Developer as specified in Clauses 24.30,



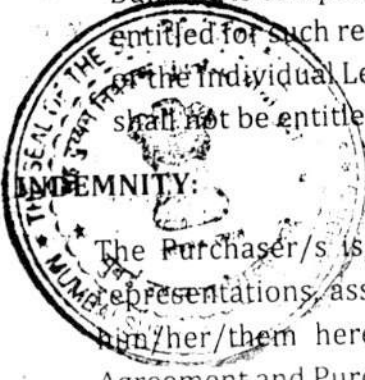
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24.31 and 24.32 above are permanent rights granted to the Developer by the Purchaser/s and the Developer shall not be liable to make payment of any compensation to the Purchaser/s and/or the Common Legal Entity or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof) in relation to exercise of such rights; and

24.34. The Purchaser/s hereby acknowledge/s that the Developer has paid and shall be paying various amounts to the concerned authorities including inter alia the SRA and/or the MCGM as deposits, premiums and other charges for the purpose of obtaining various approvals from such authorities and in the event of any amounts being refunded by the concerned authorities at any time hereafter (notwithstanding whether the construction of the Proposed Building is completed or not), the Developer shall be solely and exclusively be entitled for such refunds and the Purchaser/s and or the Common Legal Entity or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof) shall not be entitled to the same.

25.



**INDEMNITY:**

The Purchaser/s is/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the Developer has agreed to and is executing this Agreement and Purchaser/s hereby agree/s to indemnify and keep indemnified the Developer absolutely and forever from and against all and any damage or loss that may be caused to the Developer including *inter alia* against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Developer, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Purchaser/s being untrue and/or as a result of the Developer entering in to this Agreement and/or any other present/future writings with the Purchaser/s and/or arising there from.

## 26. STAMP DUTY AND REGISTRATION:

At the time of execution of this Agreement the Purchaser/s shall pay the applicable amounts of registration charges, and other out of pocket expenses, payable in respect of this Agreement and the Developer shall pay the applicable stamp duty on this Agreement; and the Purchaser/s shall lodge this Agreement for registration with the concerned registration authority within a period of 15 (fifteen) days from the execution hereof; and shall within a period of 30 (thirty) days from the date of execution hereof inform the Developer of the serial number, under which the same is lodged for Registration, by forwarding the photocopies of the receipt issued by the concerned registration authority, in order to enable the Developer and/or its authorized representative/s to visit the office of the concerned registration authority and to admit execution of this Agreement within the time prescribed for registration of documents under the Registration Act, 1908.

## 27. TRANSFER OF THE SAID UNIT:

If the Purchaser/s desire/s to sell or transfer his/her/their interest in the said Unit or wishes to transfer or give the benefit of this Agreement to person, the same shall be done only after the Purchaser/s obtain/s the prior written permission of the Developer in that behalf. In the event of the Developer

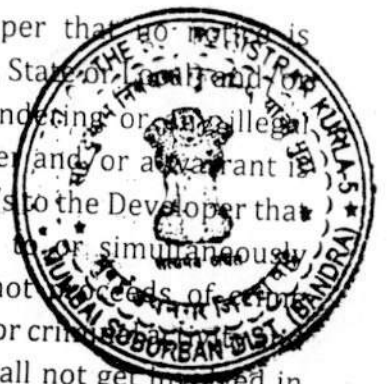


granting such consent, the Purchaser/s shall be liable to and pay to the Developer such sums as the Developer may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same **PROVIDED HOWEVER** that such transferee/s/assignee/s of the Purchaser/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Purchaser/s to be observed, performed and complied with. All the provisions of this Agreement shall *ipso facto* and automatically apply mutatis mutandis to such transferee/s/assignee/s also.

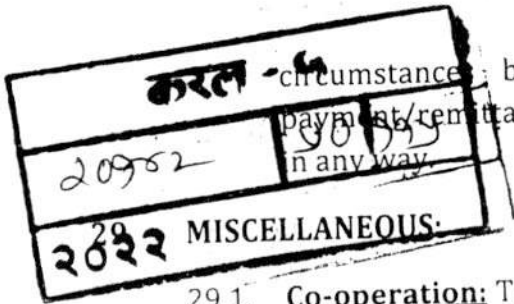
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**28. COMPLIANCE WITH PMLA, FOREIGN EXCHANGE AND REMITTANCE LAWS**

- 28.1. The Purchaser/s hereby represent/s to the Developer that he/she is received from the Government of India (either Central, State or Local) and from abroad for his involvement in any money laundering or illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him. The Purchaser/s hereby represent/s to the Developer that the amounts already paid by the Purchaser/s prior to or simultaneously against the execution hereof to the Developer are not proceeds of crime (including money laundering activities) or other illegal or criminal activities. The Purchaser/s shall not get involved in any such activities in the future. The Purchaser/s has/have represented to the Developer that the Purchaser/s has/have not committed and covenant with the Developer that the Purchaser/s shall hereafter not commit any criminal offence including inter alia any scheduled offences under the Prevention of Money-Laundering Act, 2002.
- 28.2. The Purchaser/s, if resident/s outside India, shall be solely responsible for compliances relating to the necessary formalities laid down in the Foreign Exchange Management Act, 1999 (hereinafter referred to as "FEMA"), the rules and regulations of the Reserve Bank of India ("RBI") and all other applicable laws, rules and regulations made with regard to purchase of immovable property by person/s resident outside India and any statutory amendment(s), modification(s) thereof and all other applicable laws including that of remittance of payment/acquisition/sale/transfer of immovable properties in India etc.; and shall provide to the Developer with such permissions, approvals which would enable the Developer to fulfill its obligations under this Agreement.
- 28.3. The Purchaser/s understand/s and agree/s that in event of failure on the part of the Purchaser/s to comply with the obligations of the Purchaser set out in this Clause 28 hereof or failure to comply with the aforesaid applicable laws, rules, regulations, or guidelines issued by the RBI or other concerned authorities, the Purchaser/s shall be solely liable for any action under the FEMA or any of the aforementioned laws, rules, regulations, guidelines, etc. The Purchaser/s agree/s to keep the Developer fully indemnified and harmless in this regard and agree/s that the Developer shall accept no responsibility for the same.
- 28.4. The Purchaser/s further undertake/s to intimate the Developer in writing about any change in the residential status of the Purchaser/s subsequent upon signing of this Agreement; and to comply with the necessary formalities if any under the prevailing applicable laws.
- 28.5. It is hereby agreed between the Parties that the Developer shall not under any



*[Handwritten signatures]*



circumstances be held responsible towards any third-party making payment/remittances on behalf of any Purchaser/s of the said Unit applied for in any way.

29.1. **Co-operation:** The Purchaser/s shall, from time to time, sign and execute all applications, papers and documents, and do all the acts, deeds, matters and things as the Developer may require, for safe guarding the interest of the Developer to the Proposed Building and/or the premises therein.

29.2. **Name of the Proposed Building:** The name of the Proposed Building shall at all times remain as "**North Star**", unless changed by the Developer and the same shall not be changed (even after formation of the Common Legal Entity or the Individual Legal Entity (which may be formed as per Clause [9.3] hereof) without the prior written permission or approval of the Developer. The Developer shall be entitled to add at such places on the façade or compound wall/s or terrace/s or compound/s or common area/s in the Proposed Building or otherwise in the said Property, placards, sign boards, neon signs, boardings, etc. indicating to the public at large that the Proposed Building is constructed and/or developed (during construction) or that the Proposed Building has been constructed and/or developed (after construction) by the Developer.

29.3. **Notices:** All letters, circulars, receipts and/or notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served, if posted or dispatched to the Purchaser/s by Registered Post Acknowledgement Due ("**RPAD**") or mailed at the electronic mail (e-mail) address as provided by the Purchaser/s to the Developer or hand delivered at the address hereunder stated and shall effectually and completely discharge the Developer:

- i. Developer : Unit No. 412, 4<sup>th</sup> Floor, Hubtown Solaris, N.S. Phadake Road, Saiwadi, Andheri (East), Mumbai 400069  
Email : crm@northcons.in
- ii. Purchaser/s : As per Annexure A

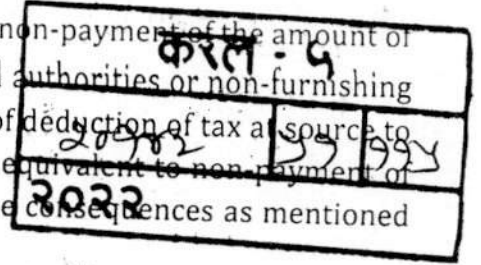
In case of there being more than one Purchaser, all communications shall be sent by the Developer to the first named Purchaser under this Agreement and the same shall constitute a valid service of such communications on both the purchasers.

29.4. **Income Tax PAN:** The Parties are setting out hereunder their respective Income Tax Permanent Account Numbers:

- i. Developer : **AAOFN 9206 B**
- ii. Purchaser/s : As per Annexure A

29.5. **TDS:** all amounts towards the Purchase Price as payable by the Purchaser/s to the Developer in accordance with Annexure 'I' hereof, shall be made by the Purchaser/s, subject to deduction of tax at source as per the provisions of Section 194IA of the Income Tax Act, 1961; and the Purchaser/s shall within the time prescribed by the provisions of the Income Tax Act, 1961 and the Rules framed there under, furnish to the Developer the requisite certificates

of deduction of tax at source. It is clarified that non-payment of the amount of the deduction of tax at source to the concerned authorities or non-furnishing by the Purchaser/s of the requisite certificate of deduction of tax at source to the Developer shall be deemed to be a breach equivalent to non-payment of Purchase Price and shall accordingly attract the consequences as mentioned in Clause [4] hereof.



29.6. **Obligations:** all obligations of the Purchaser/s and covenants made by the Purchaser/s herein shall be deemed to be obligations and/or covenants, as the case may be, running with immovable property viz. the said Unit and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the Unit may come.

29.7. **Lien and Charge of the Developer:** Notwithstanding anything contained herein, the Developer shall, in respect of any amount remaining unpaid by Purchaser/s under the terms and conditions of this Agreement, have a first lien and charge on the said Unit agreed to be purchased by the Purchaser/s hereunder.



29.8. **Dispute Resolution:**

- i. To the extent that the Maharashtra Real Estate Regulatory Authority may have exclusive jurisdiction under the applicable provisions of RERA and under the RERA Rules, all disputes between the Parties shall be brought before and be adjudicated by the Maharashtra Real Estate Regulatory Authority.
- ii. Subject to what is provided in sub-clause (i) of this Clause [29.8], any dispute, controversy, claim or disagreement of any kind whatsoever between or among the Parties in connection with or arising out of this Agreement or the breach, termination or invalidity thereof shall be referred to and finally resolved by arbitration. The invoking of arbitration in case of a Dispute shall not affect the termination of this Agreement (if terminated in accordance with the provisions hereof). The seat of the arbitration shall be Mumbai, India and the arbitration proceedings shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory re-enactment thereof in force in India at the time such arbitration is commenced. The arbitration proceedings shall be conducted by a sole arbitrator to be mutually appointed by the Parties and failing such mutual agreement on the appointment, the sole arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of the arbitration proceedings shall be English. The award rendered by the Arbitral Tribunal shall be in writing and shall set out the reasons for the arbitral tribunal's decision. The award shall allocate or apportion the costs of the arbitration, as the Tribunal deems fair. The Parties agree that the arbitration award shall be final and binding on the Parties.

29.9. **Jurisdiction:** Subject to what is provided in Clause [29.8] the Courts in Mumbai shall have exclusive jurisdiction to try and entertain all disputes between the Parties hereto arising out of this Agreement or otherwise pertaining to the said Premises.

29.10 **Grant, Demise or Grant or Assignment:** The Purchaser/s shall have no right, title, interest, share, claim demand of any nature whatsoever and howsoever arising in to upon the said Property and/or the Proposed Building and/or otherwise howsoever against the Developer, save and except in respect of the said Unit. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Property and/or the Proposed Building.

29.11. **No Waiver:** Any delay or indulgence shown by the Developer in enforcing the terms of agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice any rights of the Developer hereunder or in law.



29.12. **Enforceability:** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement should be prohibited or rendered invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any unenforceable provision or provision which is ineffective or invalid under the applicable law shall be replaced and substituted by the Parties acting in good faith, by a provision which most nearly reflects the Parties' intent in entering into such unenforceable provision or provision which is ineffective or invalid under the applicable law.

29.13. **Entire Agreement:** The Parties hereto acknowledge, declare and confirm that this Agreement represents the entire and only agreement between themselves regarding the subject matter hereof and no modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties. Unless specifically mentioned herein, this Agreement supersedes:

- i. All agreements, negotiations, allotments, letters, commitments, writings, if any executed between the Purchaser/s and Developer prior to the date of execution of this Agreement, pertaining to the subject matter hereof;
- ii. All representations, warranties, commitments, etc. made by the Developer in any documents, brochures, hoarding etc. and/or through on any other medium;
- iii. The Developer shall not be bound by any such prior agreements, negotiations, commitments, writings, discussions, representations, warranties and or compliance thereof other than expressly agreed by the Developer under this Agreement; and
- iv. In case of any inconsistency between this Agreement and any other document, this Agreement shall prevail. Each Party shall exercise all his/its respective rights and do all such things as may be necessary to give full effect to, and ensure compliance with, the provisions of this Agreement.

29.14. **Headings:** The headings, subheadings, titles, subtitles used for the Clauses under this Agreement are only for the sake of convenience and easy identification of the provisions and headings, subheadings, titles, subtitles to

Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or Schedules and Annexures hereto and shall be ignored in constraining and interpreting the same.

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**THE FIRST SCHEDULE ABOVE REFERRED TO**

All that piece and parcel of land admeasuring 2,984.92 square meters or thereabouts bearing CTS no. 7 (part) of Village Borla, Taluka Kurla, Mumbai Suburban District, situate, lying and being at Kurla, Mumbai 400043 (hereinafter referred to as "the said Property") as shown in red colour boundary lines on the plan annexed hereto and marked as Annexure 'B' hereto and bounded as follows:

On or towards North: - 27.45 M wide DP road

On or towards East: - 40 M wide freeway

On or towards South: - 9.15 M wide road

On or towards West: - 12.20 M wide DP road



**THE SECOND SCHEDULE ABOVE REFERRED TO**

The Unit (viz. residential flat) bearing no. [2107], on the [21<sup>st</sup>] floor in the [A] wing, admeasuring approximately [310] square feet carpet area i.e. approximately [28.80] square meters carpet area (which area is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules) in the Proposed Building to be constructed on the said Property more particularly described in the **First Schedule** hereinabove written.

It is clarified that the carpet area as defined hereinabove is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules (viz. the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the apartment).

**THE THIRD SCHEDULE ABOVE REFERRED TO**

*Common Areas and Facilities*

**PART A - LIMITED COMMON AREAS**

- Staircase landing and landing on each floor will be limited amongst the occupants of that particular floor.
- Lobbies/ Passage in front of Lifts and staircase landing on each floor, will be limited amongst the occupants of that particular floor
- Car parking spaces in accordance with the provisions of Clause 18 hereof.

**PART B - COMMON AREAS**

- Grand Double Height Main Entrance Lobby
- Sewage Treatment Plant (STP) for recycling of waste water and for the use of gardening and flushing purpose (if provided).
- Common terraces over the topmost habitable floor (all terraces on the

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other habitable floors, if approved and provided will not be included in common areas and may be designated as limited common areas).

- Under Ground Tank and overhead water tanks, water pipes and water meters, water pumps.
- Electric Common board, all common wiring and common switches.
- Common lights in staircases and landings.

Storm water drains.

Common pathways.

Compound Wall.

Lawn Recreational open spaces.



IN WITNESS WHEREOF, the Parties hereto have hereunto set and subscribe their respective hands on the day and year the first above written.

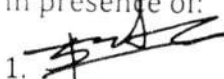
**SIGNED AND DELIVERED** by the within named )

**Developer: NORTH PROPERTY DEVELOPERS** )

LLP through its Designated Partner )

Mr. Munjal Praful Thosani )

in presence of: )

1.  )

2.  )



MPThosani



**SIGNED AND DELIVERED** by the within named )

**Purchaser/s:** )

1. Mr, Rafik Jamal Badsha shaikh )





2. Mrs. Aasiya Rafik Shaikh )

in presence of: )

1.  )

2.  )





RECEIPT

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Received with thanks from Mr. Rafik Jamal Badsha Shaikh & Mrs. Aasiya Rafik Shaikh, within mentioned Purchaser(s) in respect of Unit No. A/2107 on 21<sup>st</sup> floor in the building to be known as **North Star**, following amount as per details given below :

| Sr. No              | Instrument Dated | Instrument No. | Bank Details        | Branch Details | Amount (INR)      |
|---------------------|------------------|----------------|---------------------|----------------|-------------------|
| 1.                  | 27/07/2022       | 662526         | State Bank of India | Chembur        | 1,00,000/-        |
| 2.                  | 28/09/2022       | 662528         | State Bank of India | Chembur        | 4,55,032/-        |
| <b>Total Amount</b> |                  |                |                     |                | <b>5,55,032/-</b> |

Rupees Five Lakh Fifty-Five Thousand And Thirty-Two Only/-

For NORTH PROPERTY DEVELOPERS LLP

MPThosani  
Authorized Signatory



(This receipt forms an integral part of Agreement for sale dated 12/10/2022 executed by and between North Property Developers LLP and the above-named Purchasers)

WMS

*[Handwritten Signature]*

*[Handwritten Signature]*

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**ANNEXURE 'A'**

**Particulars of the Purchaser/s**

| Sr. No | Particulars            | Details   |
|--------|------------------------|---|
| 1      | Name of Purchaser/s    | Mr. Rafik Jamal Badsha Shaikh<br>Mrs. Aasiya Rafik Shaikh   |
| 2      | Address of Purchaser/s | Lallubhai Compound, Ganesh Krupa Chawl,<br>Room No. 1549, Anna Bhau Sathe Nagar,<br>Mankhurd West, Mumbai – 400043. |
| 3      | PAN No. of Purchaser/s | CQJPS0710G<br>KUEPS7531A  |
| 4      | E-Mail ID              | rfkshk@gmail.com  |

Umpnosani

*Rafik*

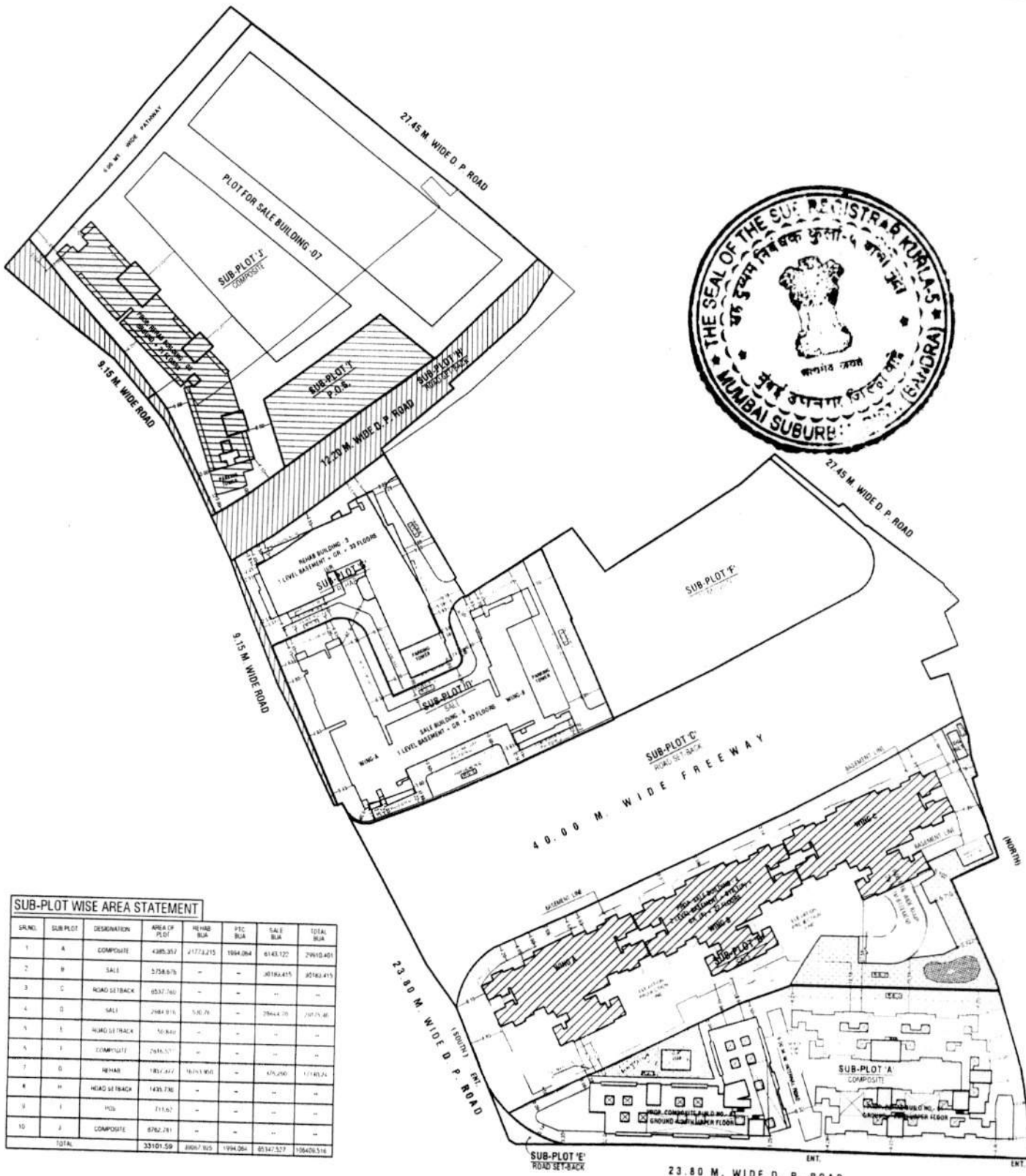
*Sharma*





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ANNEXURE B



SUB-PLOT WISE AREA STATEMENT

| SERIAL | SUB PLOT | DESIGNATION  | AREA OF PLOT | REHAB BUA | PEC BUA  | SAL BUA   | TOTAL BUA  |
|--------|----------|--------------|--------------|-----------|----------|-----------|------------|
| 1      | A        | COMPOSITE    | 4385.317     | 2172.215  | 1884.264 | 6143.122  | 7960.401   |
| 2      | B        | SALE         | 5758.676     | -         | -        | 5018.415  | 5018.415   |
| 3      | C        | ROAD SETBACK | 6537.760     | -         | -        | -         | -          |
| 4      | D        | SALE         | 2984.916     | 510.71    | -        | 2944.11   | 3454.827   |
| 5      | E        | ROAD SETBACK | 50.840       | -         | -        | -         | -          |
| 6      | F        | COMPOSITE    | 2946.577     | -         | -        | -         | -          |
| 7      | G        | REHAB        | 1857.217     | 1615.901  | -        | 476.290   | 3473.118   |
| 8      | H        | ROAD SETBACK | 1435.776     | -         | -        | -         | -          |
| 9      | I        | HIS          | 171.62       | -         | -        | -         | -          |
| 10     | J        | COMPOSITE    | 6762.781     | -         | -        | -         | -          |
| TOTAL  |          |              | 33101.59     | 3807.915  | 1794.264 | 65347.577 | 106403.314 |

BLOCK PLAN  
 SCALE: 1:500

ANNEXURE - C



SLUM REHABILITATION AUTHORITY

No.: SRA/ENG/970/ME/ML/LOI

Date: 25 JUN 2021

1. **Lic. Surveyor :** Shri. Jitendra B. Patel  
802, 8<sup>th</sup> floor, Shiva Mudra CHS  
Nanica patkar Road, Vile park  
Mumbai- 400 057.
2. **Developer :** 1. M/s. Lakadawala Developments Pvt. Ltd.  
2. M/s. Centrio Lifespaces  
3. M/s. North Property Development LLP.
- ✓ 3. **Society :** 1. Panchasheel SRA CHS Ltd.  
2. Gautam Nagar (Annex) SRA CHS (Prop.)  
3. Vithal Krupa(B) SRA CHS (Prop.)  
4. Jai Hanuman SRA CHS (Prop.)  
5. Shree Sai SRA CHS (Prop)  
6. Gautam Nagar - A Colony SRA CHS (Prop.)  
7. Vitthal Krupa CHS (Prop.)



**Sub: S.R. Scheme-1:** Revised LOI for Amalgamation of S.R. Scheme on plot bearing CTS no. 7(pt.) of village Borla, for "Panchasheel SRA CHS Ltd., Exta SRA CHS Ltd., Gautam Nagar (Annex) SRA CHS (Prop.), Vithal Krupa (B) SRA CHS (Prop.), Jai Hanuman SRA CHS (Prop.) & Shree Sai SRA CHS (Prop). with "Gautam Nagar - A Colony SRA CHS (Prop.) & Vitthal Krupa CHS (Prop.) U/Reg. 33(10) of DCPR 2034 on plot bearing C.T.S. No. 7(pt.) of village Borla, Taluka Kurla, MSD at P.L. Lokhande Marg, Govandi, Mumbai - 400 043.

**Clubbing with**

**S.R. Scheme-3:** S.R. Scheme under regulation 33(11) of DCPR-2034 on plot bearing CTS No. 123(pt.) and 133(pt.) of village Ghatkopar at Sanghavi Estate, Garden Lane, Ghatkopar(west), Mumbai in N Ward.

**Ref:** SRA/ENG/970/ME/ML/LOI

Gentleman,

With reference to the above mentioned Slum Rehabilitation Scheme and on the basis of documents submitted by applicant and continuation to LOI dated 22/10/2020 this office is pleased to issue in principle approval to the scheme in the form of this **Revised Letter of Intent (LOI)** subject to the following conditions.

This **Revised Letter of Intent** is issued in continuation with the Letter of Intent issued under even number SRA/ENG/970/ME/ML/LOI dtd. 22/10/2020 and conditions mentioned therein will be continued, only the following conditions stands modified as under

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The salient features of the scheme are as under:

Sr. Description  
NB 022

| Sr. | Description   | Now proposed after clubbing<br>In sq. mt. |          |            |
|-----|---|---|----------|------------|
|     |   | Slum                                      | Non-slum | Total      |
|     |   | 32359.215                                 | 742.375  | 33101.590  |
| 1   | Area of plot considered for the scheme  |   |          |            |
| 2   | Deduction   | 8087.670                                  | --       | 8087.670   |
|     | D.P. Road setback area  | 24271.545                                 | 742.375  | 25013.920  |
| 3   | Balance plot area   | 674.500                                   | 37.120   | 711.620    |
| 4   | Amenity   | 23597.045                                 | 705.255  | 24302.300  |
| 5   | Net Plot Area   |   |          |            |
| 6   | Deductions  | 8087.670                                  | --       | 8087.670   |
|     | D.P. Road setback area  | 31684.715                                 | 705.255  | 32389.97   |
|     | Plot area for FSI computation   | 4 or upto                                 | 1.00     | --         |
|     | Minimum FSI permissible   | FSI whichever                             |          |            |
|     |   | is more                                   |          |            |
|     |   | --  | 705.255  |            |
|     | Total BUA permissible   | 67764.705                                 | --       | 67764.705  |
| 10  | Proposed built-up area of Rehab.  | 18814.053                                 | --       | 18814.053  |
| 11  | Proposed amenities including passage  | 86578.758                                 | --       | 86578.758  |
| 12  | Rehab Component   | 103894.510                                | 705.255  | 104599.765 |
| 13  | Sale Component  |   |          |            |
|     | (1.20 X Rehab Component)  | 171659.215                                | 705.255  | 172364.470 |
| 14  | Total BUA Sanctioned for the scheme   | 5.418                                     | 1.00     |            |
| 15  | FSI sanction for the scheme   | 103894.510                                | 705.255  | 104599.765 |
| 16  | Total Sale BUA permissible  | 7000.00                                   | --       | 7000.00    |
| 17  | TDR already issued in the scheme  | 1163.40                                   | --       | 1163.40    |
| 18  | (-) Sale transferred from Scheme under reference to scheme under reg. 33(11) of village Kuria-4       | 830.598                                   | --       | 830.598    |
| 19  | (-) Sale transferred from Scheme under reference to scheme under reg. 33(11) of village Ghatkopar     |   |          |            |
| 20  | Balance Sale BUA permissible in-situ after clubbing   | 94900.512                                 | 705.255  | 95605.767  |
| 21  | (+) Clubbing PTC BUA transferred from scheme under reg. 33(11) of Kurka-4 to Scheme under reference   | 1163.40                                   | --       | 1163.40    |
| 22  | (+) Clubbing PTC BUA transferred from scheme under reg. 33(11) of Ghatkopar to Scheme under reference | 830.598                                   | --       | 830.598    |
| 23  | Total BUA proposed to be consumed in situ (10 + 20 + 21)  | 164659.215                                | 705.255  | 165364.470 |
| 24  | Total FSI consumed in situ  | 5.197                                     | 1.00     | --         |
| 25  | Sale BUA proposed in-situ   | 94900.512                                 | 705.255  | 95605.767  |
| 26  | No. of eligible t/s to be Rehabilitated   |   |          |            |
|     | Residential   | 1400                                      |          | 1400       |
|     | Commercial  | 52  |          | 52         |
|     | R/C   | 28  |          | 28         |
|     | Religious   | 05  |          | 05         |
|     | Existing Amenities  | 06  |          | 06         |
| 27  | Provisional PAP   |   |          |            |
|     | Residential   | 513                                       | --       | 513        |
|     | Commercial  | 80  |          | 80         |



|                    |           |         |           |
|--------------------|-----------|---------|-----------|
| R/C                | 01        |         |           |
| Religious          | 03        |         |           |
| Existing Amenities | 02        |         |           |
| Total              | 2090      |         | 2090      |
| 28 PAP             | --        | --      | --        |
| 29 Clubbing PTC    | 46        | --      | 46        |
| PTC No. 40         | 32359.215 | 742.375 | 33101.590 |
| Balwadi =1         |           |         |           |
| Welfare Centre =1  |           |         |           |
| Fitness Centre =1  |           |         |           |
| Library =1         |           |         |           |
| Society office =1  |           |         |           |

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**Additional Conditions:-**

1. That you shall handover 45 no. of PTC tenements proposed in S.R. Scheme 1 under subject matter before OCC to tenements in S.R. Scheme under reference.
2. That you shall pay Rs. 40,000/- per tenement towards Maintenance Deposit for clubbing PTC before asking for OCC to the same.
3. That you shall submit indemnity bond indemnifying CEO(SRA) and its staff from any litigation/dispute arising out of clubbing S.R.Scheme-1 & S.R.Scheme-3.

If you are agreeable to all these above conditions, you may submit proposal for approval of plans, consuming full sanctioned F.S.I. separately for each building, in conformity with the DCPR-2034 of Regulation No. 33(10) in the office of the undersigned.

Yours faithfully,

*[Signature]*  
for Chief Executive Officer  
Slum Rehabilitation Authority

(Hon'ble CEO/SRA has approved Revised LOI)

ANNEXURE - D



**SLUM REHABILITATION AUTHORITY**

No. : M-E/MCGM/0004/20041011/AP/S-6

Date:

6.7 JAN 2022

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To,

1. M/s. Lakadawala Developers Pvt. Ltd.
  2. M/s. Centrio Lifespaces Ltd.
  3. M/s. North Property Developers LLP
- 1<sup>st</sup> floor, Lathiwala Apartment,  
Shivdas Chapsi Road, Near Sale tax office,  
Mazgoan, Mumbai- 400 010.



Sub:- Amended IOA of Sale building no. 6 in S. R. Scheme on plot bearing C.T.S. No. 7 (pt.), of village - Borla, Municipal Kamgar Vasahat, Govandi, Mumbai - 400 043 for 1. Panchasheel SRA CHS Ltd. & Ekta SRA CHS Ltd. 2. Gautam Nagar (Annex) SRA CHS (Prop.) 3. Vithal Krupa(B) SRA CHS (Prop.) 4. Jai Hanuman SRA CHS (Prop.) 5. Shree Sai SRA CHS (Prop.), 6 Gautam Nagar - A Colony SRA CHS (Prop.) & 7. Vitthal Krupa CHS (Prop.)

- Ref:- 1) M-E/MCGM/0004/20041011/AP/S-6  
2) Your letter dated 15/12/2021.

Gentleman,

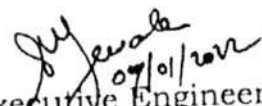
With reference to above, the amended plans submitted by you for sale building no. 6 are hereby approved by this office subject to following conditions.

- 1) That all conditions of LOI issued under No SRA/ENG/970/ME/ML/LOI dated 13/09/2011 shall be complied.
- 2) That all conditions of Revised LOI issued under No SRA/ENG/970/ME/ML/LOI dated 09/11/2018, 20/08/2019 & 22/10/2020 shall be complied.
- 3) That conditions of IOA under No. M-E/MCGM/0004/20041011/AP/S-6 dtd. 15/01/2021 and Amended IOA dtd. 23/07/2021 & 02/11/2021 shall be complied with.

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One set of amended plan is returned herewith as token of approval.

Yours faithfully,

  
Executive Engineer  
Slum Rehabilitation Authority



M-E/MCGM/0004/20041011/AP/S-6

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DEVELOPER COPY

Sr. No. 296

ANNEXURE - E



SLUM REHABILITATION AUTHORITY

Administrative Building, Anant Kanekar Marg, Bandra (east), Mumbai - 400051  
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")

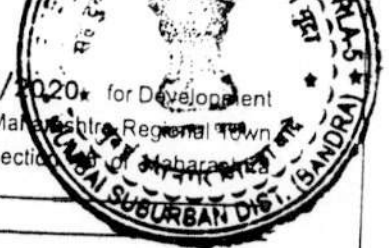
NO M-E/MCGM/0004/20041011/AP/S-6

COMMENCEMENT CERTIFICATE

To, 1) M/s. Lakdawala Developers Pvt. Ltd.  
2) M/s. Cetrio Lifespaces Ltd.  
3) M/s. North Property Developers LLP,  
1st Floor, Lathiwala Apartment,  
Shivdas Chapsi Road, Near Sale Tax Office,  
Mazgoan, Mumbai-400 010.

Sale Bldg.

28/09/2020



Sir,

With reference to your application No. 7692 dated 18/12/2020 for Development Permission and grant of Commencement Certificate under section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development and building permission under section 44 of Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot No. --- C.T.S. No. 7(pt) of Village Borla.

of village Borla T.P.S.No. ---  
ward M/E Situated at P.L. Lokhande Marg, Govandi,

The Commencement Certificate / Building Permit is granted subject to compliance of mentioned in LOI  
U/R No. SRA/ENG/970/ME/ML/LOT dt. 28/09/2020  
IDA/U/R No. M-E/MCGM/0004/20041011/AP/S-6 dt. 15/01/2021  
and on following conditions.

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

The C.E.O. (SRA) has appointed Shri. S. R. Yewale  
Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C is granted for work up to plinth C.C. as per approved amended plans  
dated 02/11/2021.

Copy to :- 1) Asstt. Comm. (M/E).  
2) A.E.W.W. (M/E).

For and on behalf of Local Authority  
The Slum Rehabilitation Authority

S. R. Yewale  
02/11/2021  
Executive Engineer (SRA)

FOR  
CHIEF EXECUTIVE OFFICER  
(SLUM REHABILITATION AUTHORITY)

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ANNEXURE - F

**ADV. PRAKASH P. NALAWADE**

B.L.S., L.L.B.

**ADVOCATE**

1/1, Laxmi Niwas, T.P. Road, Tembipada, Bhandup West, Mumbai-78  
Email: [adv.prakashpn@gmail.com](mailto:adv.prakashpn@gmail.com) Mobile: 9619082090

Date: 10/11/2021

FORMAT. A  
(Circular No.:- 28 / 2021)

MahaRERA LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to portion of CTS No. 7(pt.) ad measuring 4,842.30 sq mtrs. situated at Village Borla, Taluka Kurla, Mumbai Suburban District 400043 (hereinafter referred as the said "Plot").

- I have investigated the title of the said Plot on the request of M/s. North Property Developers LLP (Promoter) and following documents i.e. :-
  - Description of the property: portion of land bearing CTS No. 7(pt.) ad measuring 4,842.30 sq mtrs. situated at Village Borla, Taluka Kurla, Mumbai Suburban District 400043
  - The documents of allotment of plot: Slum Rehabilitation Authority (SRA) issued Letter of Intent (LOI) in the favour of the Promoter and Slum Societies have appointed Promoter by way of General Body Resolutions (GBR).
  - P.R.Card in the name of Owner "Mumbai Mahanagar Palika". as per the attached report.
  - Search report for 30 years from 1992 till 2021 issued by search clerk Mr. Sandeep Ashok Shedge.
- On perusal of the above-mentioned documents and all other relevant documents relating to title to develop the said Plot. I am of the opinion that the title of M/s North Property Developers LLP (Promoter) is clear, marketable and without any encumbrances.

**Owners of the Plot:** Bruhan Mumbai Mahanagar Palika (M.C.G.M.)

**Proposed Lessee of the Amalgamated Plot:** Panchsheel SRA CHS Ltd. & Ekta SRA CHS Ltd., Gautam Nagar (Annex) SRA CHS (Prop.), Vithal Krupa(B) SRA CHS (Prop.), Jai Hanuman SRA CHS (Prop.), Shree Sai SRA CHS (Prop.), Gautam Nagar A Colony SRA CHS (Prop.) and Vithal Krupa SRA CHS (Prop.)

- The report reflecting the flow of the title of the North Property Developers LLP to develop the said Plot is enclosed herewith as annexure.

*Prakash P. Nalawade*

Prakash P. Nalawade  
Advocate.

Encl : Annexure detailed titled report dated 10/11/2021



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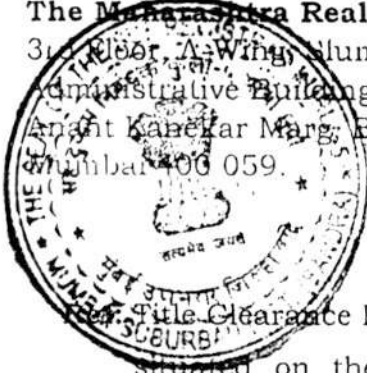
ADV. PRAKASH P. NALAWADE

B.L.S., L.L.B.

ADVOCATE

1/1, Laxmi Niwas, T.P. Road, Tembipada, Bhandup West, Mumbai-78  
Email: [adv.prakashpn@gmail.com](mailto:adv.prakashpn@gmail.com) Mobile: 9619082090

To,  
The Maharashtra Real Estate Regulatory Authority,  
3rd Floor, A-Wing, Slum Rehabilitation Authority,  
Administrative Building,  
Anant Kanekar Marg, Bandra (E),  
Mumbai-400 059.



**LEGAL TITLE REPORT**

Title Clearance Report with respect to all that piece and parcel of land situated on the Plot bearing CTS No. 7(pt.) admeasuring about 4,842.30 sq mtrs (hereinafter referred to as **said Plot**) of Division: Konkan; Village : Borla, Taluka : Kurla, District : Mumbai Suburban; PIN 400 043 and forming part of larger Slum Rehabilitation Project undertaken pursuant to Letter of Intent (**LOI**) bearing no. SRA/ENG/970/ME/ML/LOI revised from time to time and accordingly Amended Intimation of Approval (**IOA**) dated 02nd November 2021 bearing no. M-E/MCGM/0004/20041011/AP/S 6 issued by Slum Rehabilitation Authority (**SRA**) for Free Sale building to be known as "**North Star**" having wing A and B (hereinafter referred to as **said Sale Building**) to be constructed on portion of land admeasuring about 2984.92 sq. mtrs and forming part of the said Plot (hereinafter to be referred as **said Free Sale Plot**).

I have investigated the title of the following Property on request of **M/s. North Property Developers LLP** (hereinafter referred to as "the Joint Developer"), a limited liability Partnership incorporated under Limited Liability Partnership Act, 2008, bearing LLPIN AAL-5665 and having its registered office at 412, 4th Floor, Hubtown Solaris, N S Phadke Marg, Andheri East Mumbai-400 069: -

*Prakash P. Nalawade*

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1. **Description of the Property:** all that piece and parcel of land situated on the Plot bearing CTS No. 7(pt.) of Division: Konkan, Village: Borla, Taluka: Kurla, District: Mumbai Suburban; PIN 400 043, admeasuring about 4,842.30 sq. mtrs. and bounded as follows:

On or towards North: - 27.45 M wide DP road

On or towards East: - 40 M wide freeway

On or towards South: - 9.15 M wide road

On or towards West: - 12.20 M wide DP road



2. **The Documents of allotment of plot/ Documents relied upon**

- i. Letter of Intent (LOI) issued by Slum Rehabilitation Authority (SRA) dated 28<sup>th</sup> July 2006 and revised LOI's issued by SRA on 21<sup>st</sup> April 2009, 13<sup>th</sup> September 2011, 09<sup>th</sup> November 2017, 20<sup>th</sup> August 2019, 22<sup>nd</sup> October 2020 and 25<sup>th</sup> June 2021.
- ii. Joint Development Agreement executed by and between Panchsheel (Govandi) SRA CHSL ("**Panchsheel**") and Ekta (Govandi) SRA CHSL ("**Ekta**"), Lakadawala Developers Pvt Ltd. ("**Developer**") and Satra Realty and Builders Limited (now known as Centrio Lifespaces Limited, hereinafter referred to as "**Centrio**") on 18.11.2013 (hereinafter referred to as "the said **JDA**"), duly registered on 06.01.2014 with the office of Sub-registrar of Assurances, Kurla bearing document No. KRL 2 -196-2014.
- iii. In the year 2018 and 2019, separate Development Agreements executed with the Developer and the Joint Developer and Power of Attorney/s in favour of Mr. Usman Lakdawala and Mr. Rajan P. Shah being the nominees of the Developer and Joint Developer respectively, by the proposed Gautam Nagar (Annex) SRA CHS, Vithal Krupa(B) SRA CHS, Jai Hanuman SRA CHS, Shree Sai SRA CHS, Gautam Nagar A Colony SRA CHS and Vithal Krupa SRA CHS (collectively known as said **Slum Societies**).

*(Signature)*

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- iv. Supplemental Agreement dated 5th December 2019 to the said JDA dated 18th November 2013, executed by and between Panchsheel, Ekta, Developer and Centrio (hereinafter referred to as the "SJDA") duly registered with the office of Sub-registrar of Assurances, Kurla bearing document No. KRL3-15570-2019.
- v. Joint Development Agreement executed by and between the said Developer and said Joint Developer dated 17th January 2020 (hereinafter referred to as the "JDA-II") duly registered with the office of Sub-registrar of Assurances, Kurla bearing document No. KRL3-750-2020.
- vi. Power of Attorney (POA) executed by the Developer in favor of said Joint Developer dated 17th January 2020 duly registered with the office of Sub-registrar of Assurances, Kurla bearing document No. KRL3-752-2020.
- vii. Intimation of Approval (IOA) dated 23<sup>rd</sup> July 2021 bearing no. M-E/MCGM/ 0004/ 20041011/ AP/R-3 issued by SRA for Rehab building no. 3.
- viii. Intimation of Approval (IOA) dated 02<sup>nd</sup> November 2021 bearing no. M-E/MCGM/0004/20041011/AP/S-6 issued by SRA for Sale building no. 6.
- ix. Commencement Certificate dated 02<sup>nd</sup> November 2021 bearing No. M-E/MCGM/0004/20041011/AP/R-3 issued by SRA for Rehab building no. 3.
- x. Commencement Certificate dated 02<sup>nd</sup> November 2021 bearing No. M-E/MCGM/0004/20041011/AP/S-6 issued by SRA for Sale building 6.
- xi. Other incidental documents pertaining to the above-mentioned SR Scheme.



*Palanwade*

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3. Copy of Property Register Card ("PR Card") - pertaining to CTS No. 7 (pt.) situate at Village Borla Taluka Kurla Mumbai Suburban district, Mumbai – 400 043.

4. Search Report of 30 years i.e. from 1992 to 2021 dated 01<sup>st</sup> November 2021 issued by search clerk Mr. Sandeep Ashok Shedge for search taken in the Office of Sub- Registrar of Assurances at Bombay, Bandra and Chembur, and for last 20 years i.e from the year 2001 to 2021 (Computer) at Chembur, Nahur and Vikhroli.

On perusal of the above referred documents and all other relevant documents provided by the said Joint Developer, I am of the opinion that the title of M/s North Property Developers LLP to develop the said Free Sale Plot by constructing thereon the new building/s as per duly approved/ sanctioned plans by Competent authorities from time to time and is ready for marketable and without any encumbrances.



5. Owner of the Land:

Mumbai Mahanagar Palika is the owner of plot bearing CTS No. 7 (pt.) situate at Village: Borla, Taluka: Kurla, Mumbai Suburban district, Mumbai – 400 043.

**Proposed Lessee of the Amalgamted Plot** – Panchsheel SRA CHS Ltd. & Ekta SRA CHS Ltd., Gautam Nagar (Annex) SRA CHS (Prop.), Vithal Krupa(B) SRA CHS (Prop.), Jai Hanuman SRA CHS (Prop.), Shree Sai SRA CHS (Prop.), Gautam Nagar A Colony SRA CHS (Prop.) and Vithal Krupa SRA CHS (Prop.)

The report reflecting the flow of the title of the said Joint Developer i.e M/s. North Property Developers LLP on the said Free Sale Plot is enclosed herewith as "Annexure -A".

Enclosed as above: Annexure - A

Date: 10<sup>th</sup> November 2021

Yours faithfully,

*Prakash P. Nalawade*

Prakash P. Nalawade

Advocate

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Annexure -A

FLOW OF THE TITLE OF THE SAID FREE SALE  
PLOT

1. I have perused copy of **PR Card** pertaining to CTS No. 7 (pt.) situate at Village: Borla, Taluka: Kurla, Mumbai Suburban district, Mumbai - 400 043.



2. I have also caused search to be taken in the Office of Sub-Registrar of Assurances at Bombay, Bandra and Chembur for the period of last 30 years i.e from 1992 to 2021 and for last 20 years i.e from 2002 till 2021 (Computer) at Chembur, Nahur and Vikhroli through the Search Clerk Mr. Sandeep Ashok Shedge (the search reports are subject to records available in SRO's, its correctness and subject to torn pages of Index-II, mutilated records, some records are misplaced and also unavailable records as mentioned therein). The Search note specifically states as follows:

- i. *The Computer Index-II for the year 2020 & 2021 are loose, mix and not properly maintained yet in the offices.*
- ii. *The Index-II of Village: Borla pertaining in office of Sub-Registrar Assurances at Mumbai, Bandra and Chembur are mutilated records. Some pages of Index-II manual book are partly torn and misplaced, and computerized records are not maintained properly and accordingly this search note is based on the records available in the SRO's offices.*

*Rabindra*

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3. **Flow of the Title:** Upon perusal of the various documents, search report and approvals in respect of the said Plot, I have to state as follows:

- i. That Municipal Corporation of Greater Mumbai ("MCGM") is the owner and well and sufficiently entitled to all that piece and parcel of land admeasuring 33,101.59 Sq mtrs ("Larger Plot"). The said Plot of about 4,842.30 sq mtrs is a part of the said Larger Plot, bearing CTS no 7 (pt) situate at Village: Borla, Taluka: Kurla, Mumbai Suburban district, Mumbai - 400 043.
- ii. The entire plot was occupied by various structures which structures were in use and occupancy of various slum dwellers (hereinafter referred to as "**the Slum Dwellers**").



The Slum Dwellers residing on the part of the Larger Plot, formed themselves into societies by the name of Panchsheel & Ekta and appointed Lakadawala and Centrio as Developers and Joint Developers respectively, vide JDA & SJDA, wherein Centrio restricted it's rights upto 22<sup>nd</sup> Floors in Sale building no.4, known as "**Centrio by MJ Shah**" under the Slum Rehabilitation Scheme ("**SR Scheme**") on the said Larger Plot and on any further/proposed SR Scheme/s on the adjacent plots,.

- iii. The Slum Dwellers residing on the balance part of Larger Plot, formed themselves into various societies by the name of proposed Gautam Nagar (Annex) SRA CHS, Vithal Krupa(B) SRA CHS, Jai Hanuman SRA CHS, Shree Sai SRA CHS, Gautam

*Palawade*

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- iv. By and under the General Body resolutions passed by the said Slum Societies, inter alia resolved to appoint North Property Developers LLP as Joint Developer alongwith Lakadawala Developers Pvt Ltd.



Accordingly, in accordance with terms of the said JDA-I, the said Developer had amalgamated/clubbed various SRA schemes with the existing scheme as defined therein along with the said Joint Developer.

As per clause 11(2)(xi) of the said JDA-II, said Joint Developer is solely and absolutely entitled to use, deal, dispose of and/or create an encumbrance on any and all additional future Floor Space Index (FSI), Transferable Development Rights (TDR), Development Rights (DR), or any other developmental potential, by whatever name called, of whatsoever nature, that arises, or becomes available under any laws, rules, regulations, notifications, government resolutions, etc. including under the D.C. Regulations on/in the said Property/ Larger Property/ Amalgamated Property as defined in said JDA-II (hereinafter referred to as said "**Potential Entitlement**"), in the manner the said Joint Developer deems fit. Subject to fulfilment of obligations by the said Developer as agreed under clause 5 of the said JDA-II, said Developer shall be entitled to, unless modified/amended and/or nullified (as the case may be) by the said Joint Developer and Developer in writing, not more than

*Lakadawala*

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- 9% of the benefits, being revenue generated out of the said Potential Entitlement but subject to deduction of any amount receivable from the Developer incurred or to be incurred on behalf of the said Developer towards its various obligations.
- vii. As per said POA dated 17<sup>th</sup> January 2020, said Joint Developer got appointed as constituent attorneys of said Developer and accordingly Joint Developer is absolutely authorised to utilize and consume any additional FSI, TDR, DR and any other developmental potential in respect of the said Larger Property and/ or Amalgamated Property defined therein, and to do all such acts, deeds, matters and things and to exercise all powers and authorities in the manner contained therein.
- viii. The SRA is designated as the Planning Authority, under the provisions of the Maharashtra Regional and Town Planning Act, 1966, for implementing the policy of slum rehabilitation in Mumbai.
- ix. Accordingly, North Property Developers LLP along with other Developers, is recognised as Joint Developer in accordance with the provisions of regulation 33(10) and appendix IV of the DCR vide revised LOI bearing no. SRA/ENG/970/ME/ML/LOI dated 25<sup>th</sup> June 2021 and thus, the said Joint Developer become entitled to redevelop the balance part of Larger Plot as a SR Scheme.
- x. By and under the Intimation of Approval (IOA) dated 23<sup>rd</sup> July 2021 bearing no. M-E/ MCGM/ 0004/ 20041011/ AP/ R-3 the proposal for construction of Rehab building no. 3 was approved under Section



*Palmwade*