

AGREEMENT FOR SALE

This Agreement made at Mumbai.

On this 30th day of September 2022

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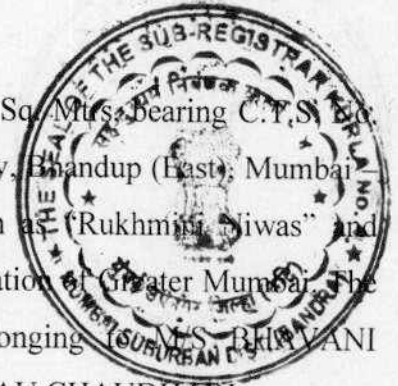
BETWEENS

M/S BHAVANI CONSTRUCTION CO., a Proprietorship by the hand of Sole Proprietor **SHRI MR. VILAS RAMBHAU CHAUDHARI**, age 67 years, having its Resident 101, Harsiddh Apt., Datar Colony Bhandup (E), Mumbai - 400 042, Mumbai, hereinafter called and referred to as **THE DEVELOPERS** (which expression unless be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) being the party of The First Part.

AND

MRS. POONAM UMESH NISHAD, age 28 years, PAN : ENWPK9831A, residing at Room No. 5A, Shiv Sai Chawl, Sanjay Nagar, Andheri (East), Mumbai – 400059, Hereinafter called and referred to as **THE PURCHASER/s** (which expression shall unless it be repugnant to the context or meaning thereof mean and include all of his/her/their heirs, executors and administrators and assigns) being the Party of the Second Part.

All that piece and parcel of land admeasuring about 851.40 Sq. Mtrs, bearing C.T.S. No. 740, 740/1 to 3, 741, 741/1 to 741/4 of Village Kanjur, Datar Colony, Bhandup (East), Mumbai 400 042, together with old structure standing thereon and known as "Rukhmini Niwas" and "Anusaya Niwas", within the limits of "S" Ward, Municipal Corporation of Greater Mumbai. The above property along with the Structure standing thereon belonging to **M/S BHAVANI CONSTRUCTION CO.** through its Proprietor **MR. VILAS RAMBHAU CHAUDHARI**.



AND WHEREAS **M/S BHAVANI CONSTRUCTION CO.** a Proprietorship through its proprietor **MR. VILAS RAMBHAU CHAUDHARI** is entitled to develop the above said Plot by and under Development Agreement dated 28TH August, 2012 registered at the Office of the Sub-register of Assurance at Kurla -1 under serial No. BDR-3/8426/2012 dt. 28-08-2012 made and executed between **M/S BHAVANI CONSTRUCTION CO.** through its Proprietor **MR. VILAS RAMBHAU CHAUDHARI** as the Land owner and "**M/S HARSH ENTERPRISES**" a Proprietorship through its Proprietor **SHRI PADMAKAR P. GOKARNA**, as the Developer therein, the said Owners granted the development rights and power of Attorney of all that piece and parcel of land admeasuring about 851.40 Sq. Mtrs, bearing C.T.S. No. 740, 740/1 to 3, 741, 741/1 to 741/4 of Village Kanjur, Datar Colony, Bhandup (East), Mumbai – 400 042, together with old structure standing thereon and known as "RukhminiNiwas" and "Anusaya Niwas", within the limits of "S" Ward, Municipal Corporation of Greater Mumbai and the Land Owners granted General Power of

31 मार्च 2021 चे शासन आदेश क्र. मुद्रांक-2021 अनौ. सं.क्र.१२/
प्र.क्र.107/प-1(धोरण)या नुसार दस्तऐवजास महिला खरेदीदारास
1% मुद्रांक शुल्काची सवलत देण्यात आली आहे.

सह. दुय्यम निबंधक, कुरला क्र. ४

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Attorney which is lodged and registered on 28-08-2012 under Serial No. BDR-3/8427/2012 at the office of the Sub Registrar Kurla - I, MSD.

AND WHEREAS hereinafter referred to as the property and M.C.G.M. has already sanctioned the building plans (I.O.D.) on the said property under no. CE-990/BPES/AS dated 22nd August 2013 and commencement certificate issued under no-CE/990/BPES/AS DATED-05TH OCTOBER 2013. And on 08/01/2014 has been obtained further COMMENCEMENT CERTIFICATE.

AND WHEREAS in pursuance to the sanctioned plans and permissions as recited hereinabove, the Developers have commenced the construction work of the proposed building on said property.

AND WHEREAS the developers have appointed registered with the Council of Architects and the Developer have appointed a structural engineer for preparation of the structural engineers for preparation of the structural design & drawing of the building and the Developer accepts the professional supervision of the Architect and the Structural engineers till the completion of the building.

AND WHEREAS the Developer proposes to construct on the said property new multistoried buildings as per the sanctioned plans and permissions by M.C.G.M.

AND WHEREAS the Prospective Purchaser has demanded from the Developers and Developers have given the inspection of all the documents of title relating to the said property to the Purchaser and the plans, designs, specifications prepared by the Developers Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "THE SAID ACT") and the rules made there under.

AND WHEREAS the copies of Certificate of Title issued by the advocates and solicitors of the Developer to the said property and copies of extracts of 7/12, the list of amenities to be provided and the floor plan approved by the local authority have been annexed hereto.

AND WHEREAS the Developers have got approved from the concerned local authority the plans, specifications, elevation and details of The Said Building (hereinafter referred to as "the said plan").

AND WHEREAS by virtue of the "Deed of Confirmation" Registration No. 805/2015 dated 23rd January 2015 before sub-registrar kurla-4 executed by and between MR. PADMAKAR P. GOKARNA Of "M/s. HARSH ENTERPRISES" and MR. VILAS RAMBHAU CHAUDHARI Proprietor M/S. BHAVANI CONSTRUCTION CO., the parties therein has agreed to allot to the said owner (i.e. MR. VILAS RAMBHAU CHAUDHARI Proprietor M/S. BHAVANI

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CONSTRUCTION) salable area comprising of flats & commercial) simultaneously MR. PADMAKAR P. GOKARNA, Proprietor of M/S. HARSH ENTERPRISES is also entitled towards his share of the salable area comprising of Flats & commercials the list of such division and allotment is been annexed herewith as Annexure "B" which explicitly shows the salable area available with the party of the first part out of the said agreement as per the terms and conditions therein, (hereinafter for the sake of brevity referred to as "the said deed of confirmation") & herewith this agreement the index- II of "Deed of confirmation" attached.

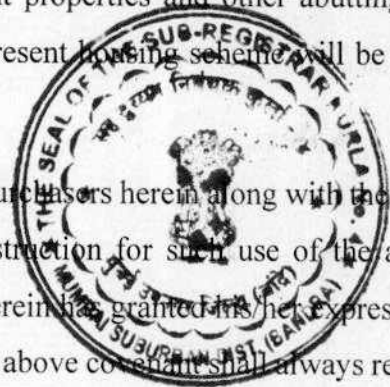
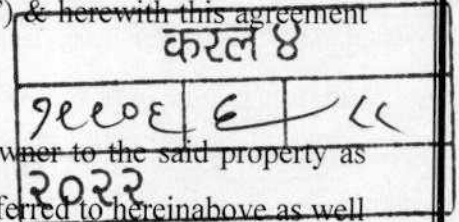
AND WHEEAS the purchaser has accepted the title of the owner to the said property as shown in the records of rights in respect thereof and the documents referred to hereinabove as well as the terms and conditions of the order under the Urban Land (Ceiling and Regulation) Act, 1976 and Developers have brought to the knowledge of the purchaser herein and the Purchaser is aware that the Developer during the course of completion of the entire scheme will acquire additional FSI/TDR as per the rules & regulations of the Municipal Corporation and will further avail, use and consume additional floor space index thereby constructing additional floors, flats and units in the said scheme of construction and will get the plans, amended, revised, modified as the Developer may deem fit and proper and the Purchaser has accorded his/her express and irrevocable for the same.

AND WHEREAS the Developers have clearly brought to the notice that the Developer or their nominees has acquired /intended to acquire the adjacent properties and other abutting and appurtenant lands thereto, and the common facilities of the present housing scheme will be used, utilized, availed and shared by the intending purchasers

of the buildings to be constructed on those properties and the purchasers herein along with the other purchasers will not raise any objection hindrance and/or obstruction for such use of the above facilities by the other intending purchaser and the purchaser herein has granted his/her express and irrevocable consent for the same and agree and assure that such above covenant shall always remain binding on them.

AND WHEREAS the Developers have provided to the Purchaser the copy of the sanctioned plans, permissions, approvals, documents of title and have clearly brought to the knowledge of the purchaser and the Purchaser is fully aware of the covenants, common rights as appearing on the sanctioned plans and after being fully satisfied about the same has granted his/her express and irrevocable for the same.

AND WHEREAS the purchaser has seen the site of the building and the work of construction of the said building being in progress and is satisfied with the quality of the work and has approved the same.



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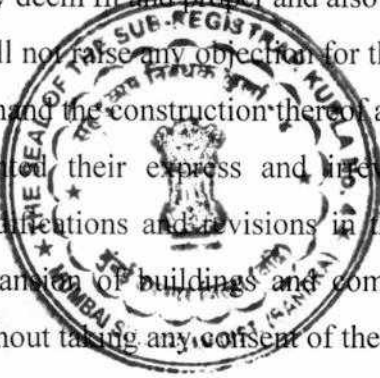
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AND WHEREAS the Developers have given the clear inspection of the sanctioned plans to the Purchaser is fully aware and having the correct knowledge that the scheme of construction undertaken by the Developers on the said property described in the schedule hereunder.

AND WHEREAS the Developers have also clearly brought to the notice of the Purchaser during the course of development construction they will shift and / or convert the amenity area of the said entire project or will further use and utilize the benefit of the community area as may be sanctioned by the municipal authorities and will avail the additional construction thereof as they may deem fit and proper and also delete the construction of certain amenities area and the purchaser shall not raise any objection for the same and will not raise any objection for the same and will not demand the construction thereof and further will not claim any compensation thereof and thus have granted their express and irrevocable consent to the Developers for making any changes, modifications and revisions in the said entire property and/or sanction of plans for the further expansion of buildings and commencement and completion of construction work of the same without taking any consent of the purchaser herein.



AND WHEREAS the purchaser has agreed to pay the sale price/consideration in respect of the flat/premises in accordance with the progress of the construction work of the said scheme mentioned hereinafter.

AND WHEREAS the Developers have brought to the notice of the purchaser that the sale price/consideration mentioned hereinafter does not include service tax, value added tax (VAT) or any other taxes and he/she/they is/are liable to pay the same as and when imposed by the any government authorities and demanded by the Developers.

AND WHEREAS the Purchaser after verifying the above facts and having the true and correct knowledge of the same and after satisfying himself/herself has expressed his/her express and irrevocable consent for the same and agreed to acquire the flat premises in the said scheme of construction.

AND WHEREAS relying upon the said aforesaid representations, the Developers agreed to sell the Purchaser a flat unit at the price and on the terms and conditions herein after appearing.

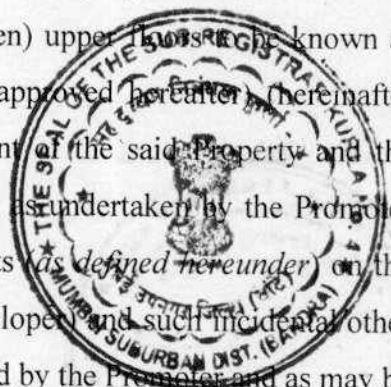
- i. entire development potential available for consumption on the said Property by way of floor space index (hereinafter referred to as "the FSI") emanating from the said Property in the form of base land FSI, which can be consumed free of costs thereon;
- ii. entire development potential available for consumption on the said Property by way 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 Municipal Corporation of Greater Mumbai (hereinafter referred to as the "MCGM") and SRA;

- iii. entire development potential available for consumption on the said Property by way of loading TDR on the said Property, including in accordance with Regulation 34 and Appendix VII of the DCR;
- iv. entire development potential available for consumption on the said Property by acquiring of compensatory fungible FSI in accordance with Regulation 35 (4) of the DCR (if the Promoter so deems fit);
- v. entire development potential as may be or become available to the Promoter by clubbing the scheme of development of the said Property with the scheme of development of the Ashish Property or any other parcel of land;
- vi. entire development potential as may be or become available to the Promoter for consumption on the said Property by surrender or handover of any reservations or road setbacks or other areas as may be required by the MCGM or the SRA or any other planning or Government authority;
- vii. entire development potential available to the Promoter under the provisions of Regulation 33 (14) (D) of the DCR.

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A. In accordance with the Building Approvals and further amendments thereto as stated hereinafter the Promoter would be constructing on the said Property, a new multistoried building of basement/stilt/podium and ground plus 7 (seven) upper floors, known as **“Bhavani Plaza”** (or such additional floors as may be approved hereafter, hereinafter referred to as **“the Proposed Building”**). The development of the said Property and the construction on the said Property of the Proposed Building as undertaken by the Promoter including construction of the Government Constructed Units (as defined hereunder) on the said Property (if provided on the said Property by the Developer) and such incidental/other structures to be constructed on the said Property, as envisaged by the Promoter and as may be approved hereafter is hereinafter collectively referred to as **“the Project”**. It is further clarified that the term **“the Project”**, wherever the same appears hereinafter, shall include without limitation, the entire project of construction on and development of the said Property undertaken by the Promoter as aforesaid.



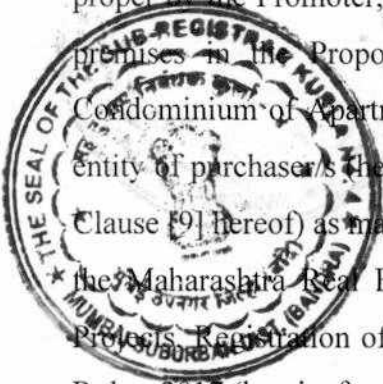
- B. Accordingly, the Promoter has commenced construction of the Proposed Building on the said Property comprising of various units which would be capable of being used as Residential / Commercial, in accordance with the Building Approvals and future amendments thereto.
- C. The Promoter has entered into an Agreement as prescribed by the Council of Architects appointing the Architects, DOT Architects, registered with the Council of Architects and have also appointed J+W Consultants as the structural engineers/designers for preparing structural

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 design and drawings and specifications of the Proposed Building. The Purchaser/s accept/s the professional supervision of the said Architects and the said Structural Engineer till the completion of the Proposed Building unless otherwise changed.

- D. The right and entitlement of the Promoter to develop the said Property has been set out in the Title and Search Report dated 3rd July 2013 issued by the Advocate of the Promoter viz. Apte & Co. and a copy of the said Title Certificate is annexed hereto as Annexure 'F'. The Promoter has informed the Purchaser/s that the Promoter shall be making an application, for registration of the said Project of development of and construction on the said Property, under the provisions of the Real Estate (Regulation and Redevelopment) Act, 2016 (hereinafter referred to as "RERA"), with the Maharashtra Real Estate Regulatory Authority, on or before the expiry of time prescribed for the registration of the same under RERA.
- E. The said Unit forms a part of the Free Sale Area, which the Promoter is entitled to sell to third parties.
- F. The Promoter is in the process of entering into several Agreements similar to this Agreement with several parties (which drafts may change from time to time depending on further approvals, as may be obtained by the Promoter for construction on the said Property as recited above) 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 Promoter, 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 any other permissible legal entity of purchaser/s hereinafter referred to as "**Legal Entity**") (subject to the provisions of Clause [9] hereof) as may be permissible to be formed under the provisions of the RERA and the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (hereinafter referred to as "**the 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 Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management and Transfer) Rules, 1964 (hereinafter referred to as "**the MOFA Rules**").
- G. The Purchaser/s has/have taken inspection of all the documents of title relating to the said Property including the said Proceedings, Building Approvals and the approved plans for construction on the said Property and the Purchaser/s has/have satisfied himself/herself/themselves about the entitlement of the Promoter to develop the said Property by construction of the Proposed Building thereon and to enter into these presents.



H. The Purchaser/s has/have demanded and has also taken inspection of the orders and the Building Approvals issued by the MCGM and other relevant documents and papers including *inter alia* the municipal assessment bills, city survey records, record of rights, property register cards and all other documents required to be furnished to the Purchaser/s by the Promoter under RERA and RERA Rules as well as under the provisions (to the extent applicable) of the MOFA and the MOFA Rules made there under 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. 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 Promoter and 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 the Legal Entity (*as provided hereinafter*) and the Purchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations.

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I. In the circumstances, pursuant to negotiations between the Parties, the Purchaser/s has/have agreed to purchase and acquire from the Promoter and the Promoter 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. RECITALS TO FORM AN INTEGRAL PART:

The Recitals above form an integral part of this Agreement and are not repeated in the operative part only for the sake of brevity and the same should be deemed to be incorporated in the operative part also as if the same were set out hereinafter and reproduced verbatim.



2. PROMOTER TO CONSTRUCT THE PROPOSED BUILDING:

The Promoter shall construct the Proposed Building to be known as 'Bhavani Plaza' presently proposed to be comprising of basement, stilt/ ground plus 7 (Seven) floors and further comprising of such additional floors as may be sanctioned hereafter by the concerned authorities (by virtue of increase in the FSI or otherwise howsoever) on the said Property as recited above in accordance with the plans, designs, specifications approved by the MCGM and any other concerned local authority and which may further be approved by the concerned local authorities (for the additional floors or additional structures as recited above) and which sanctioned plans as well as proposed plans have been seen and approved by the Purchaser/s with only such variations as the Promoter may consider necessary or as may be required by the concerned local authority/the Government to be made in

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them or any of them. Provided that the Promoter shall have to obtain prior consent in writing to the Purchaser/s in respect of such variations or modifications which may adversely affect the said Unit of the Purchaser/s.

3. TRANSACTION:

3.1. In consideration of the aggregate sum of as mentioned in Annexure 'H' hereto (hereinafter referred to as "**the Purchase Price**") agreed to be paid by the Purchaser/s to the Promoter's designated escrow account (as per clause 3.2 below) in the manner contained in Annexure 'H' hereto, the Promoter hereby agrees to sell to the Purchaser/s and the Purchaser/s hereby agree/s to purchase from the Promoter, the said Unit as more particularly described in the Second Schedule hereunder in the Proposed Building being constructed on a portion of 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 as specified in Part A and Part B respectively of the Third Schedule hereunder written (all of which aforesaid rights and entitlements of the Promoter 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 forwarded by the Promoter to the Purchaser/s stating that a particular stage of construction is being commenced or is completed shall be sufficient proof that a particular stage of construction is being commenced or completed (as the case may be) for the purpose of making payment of the installment as per Annexure 'H' hereto. The Promoter is not bound to give any further notice or intimation requiring any such payment and failure thereof 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 events.

3.3. The said amount of the Purchase Price, as referred to hereinabove, excludes all taxes (comprising inter alia of tax paid or payable by the Promoter, either by way of value added tax or service tax or goods and services taxes and cess or any other similar taxes, which may be levied, in connection with the construction and development of and carrying out the Project payable by the Promoter) up to the date of handing over possession of the said Unit, as elaborated herein below.

3.4. The said amount of Purchase Price as referred to in Annexure 'H', is non-escalatory, save and except in the event of any increase in the development charges or any other charges payable by the Promoter to the 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 Promoter shall enclose a copy of the relevant notifications, circulars etc. together with the demand letter issued by the Promoter to the Purchaser/s for the escalated Purchase Price.

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3.5. The Promoter may allow, in its discretion a rebate for early payments of the installments of the Purchase Price payable by the Allottee by discounting such early payments at the Agreed Interest Rate per annum for the period by which the respective installment of the Purchase Price 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 not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Promoter. 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.

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3.6. It is clarified that the amount/quantum of the Purchase Price as mentioned in Annexure 'H' 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 'H' hereto; and accordingly, the installments (and milestones) for payment of the Purchase Price, as set out in Annexure 'H' 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 installments of the Purchase Price (as per Annexure 'H' hereto), seek to claim or be entitled to claim any rebate or discount on the Purchase Price, pursuant to Clause [3.5] hereof or otherwise howsoever arising.

3.7. The amount of Purchase Price and other amounts receivable as mentioned in this Agreement, shall be credited to the account details mentioned below (unless the Promoter instructs the Purchaser/s to make such payment to the credit of any other account).

Account Name : **Bhavani Construction Co.**
Account Type : **Current Account**
Account No : **918020068761190**
Bank Name : **AXIX BANK LTD.**
Vikhroli (West) Branch
IFSC Code : **UTIB0002064**



4. DEFAULT OR FAILURE IN PAYMENT OF CONSIDERATION:

Notwithstanding anything contained in this Agreement, it is specifically agreed by and between the Parties hereto that:

4.1. The time for making the payments of the installments of the Purchase Price as mentioned in Annexure 'H' 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

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 Exclusive option of the Promoter without any further act and/or reference and/or recourse to the Purchaser/s and in the event of the Promoter so terminating this Agreement, the Promoter

shall be entitled to forfeit 5% (5 Percent) of the amount of the total Purchase Price as receivable by the Promoter from the Purchaser/s hereunder; and thereupon the Promoter shall also be free and entitled in its own right to deal with the said Unit and the Promoter's rights therein, in any manner as the Promoter 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 any document or deed of cancellation. A termination letter issued by the Promoter 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 Promoter in any manner whatsoever and howsoever arising. The refund pursuant to the termination as provided in this Clause [4.1] shall be made (without any interest thereon) within 3 (three) months of the sale by the Promoter of the said Unit to any 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 Promoter pursuant to this Agreement (including *inter alia* any brokerage charges paid by the Promoter in pursuance of the transaction recorded in this Agreement) and other amounts payable by the Purchaser/s hereunder as may be payable up to the date of termination as well as the costs incurred by the Promoter in finding a new willing acquirer/transferee who may acquire the said Unit (including brokerage charges as may be incurred by the Promoter in that behalf).

- 4.2. The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have and/or claim any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Promoter/its transferee/s/allotted/s/nominee/s and/or otherwise in to upon the said Premises in such an event of termination of this Agreement by the Promoter **PROVIDED HOWEVER THAT** the Promoter shall not exercise the aforesaid right of termination as provided under this Clause [4] unless and until a notice of 15 (Fifteen) days, demanding payment of the due installment is given to the Purchaser/s at the address of the Purchaser/s as provided in this Agreement and even thereafter, the Purchaser/s fail to make payment of the relevant installment of the Purchase Price **PROVIDED FURTHER** that strictly without prejudice to the aforesaid, the Promoter in its sole and absolute discretion (without being obliged or bound to do so) may, instead of terminating this Agreement as aforesaid, permit the Purchaser/s to pay the said installments after their respective due dates but 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.

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4.3. In the event of any delayed payment being received by the Promoter from the Purchaser/s, the Promoter shall notwithstanding any instructions to the contrary by the Purchaser/s accompanying such payment, 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. **PROMOTER TO COMPLY WITH APPROVALS AND STATUTORY CONDITIONS**

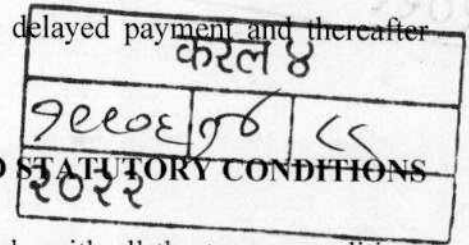
5.1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and that the Promoter shall before handing over possession of the said Unit to the Purchaser/s, obtain from MCGM, occupancy certificate in respect of the said Unit.

5.2. The Promoter hereby declares that the FSI available at present (as per the Revised IOD) in respect of the Project on the said Property is 851 square meters; and that no part of the said FSI of 851 square meters (that is presently available as aforesaid) has been utilized by the Promoter elsewhere for any purpose whatsoever. In case the said FSI has been utilized by the Promoter elsewhere, then the Promoter shall furnish to the Purchaser/s all the detailed particulars in respect of such utilization of the said FSI by it. The said FSI, as available at present, may increase or decrease hereafter, for various reasons, including inter alia as set out in the Recitals of this Agreement. Nothing contained in this Clause [5.2] is intended to be or shall be construed or interpreted as a restriction on the entitlement of the Promoter to consume the maximum permissible FSI on the said Property and exploit the full development potential to the said Property, including *inter alia* the increased FSI as aforesaid.

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 MCGM, Government, local authority and as per the requirements of the Promoter.

6.2. The Purchaser/s hereby further agree/s and covenant/s with the Promoter to render full cooperation to the Promoter and to sign and execute all papers and documents, in favour of the Promoter or otherwise as may be necessary for the purpose of enabling the Promoter to construct the Proposed Building or otherwise undertake development of the remainder of the said Property, in accordance with the said approvals or such other plans, with such additions and alterations as the Promoter may in its sole and absolute discretion deem fit and proper and/or for the purpose of applying for and/or obtaining the approval or sanction of the MCGM or any other appropriate authorities in that behalf as well as for the approval or sanction relating thereto.



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The Purchaser/s hereby further agree/s to and give/s his/her/their specific irrevocable consent to the Promoter 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), **PROVIDED THAT** the aggregate area/size of the said Unit agreed to be acquired by the Purchaser/s is not in any manner reduced, beyond Agreed Variation Limits, as set out in Clause [6.4] hereof

6.4. Before the Purchaser/s is/are put in possession of the said Unit, the Promoter shall confirm the final carpet area of the said Unit by furnishing the details of the changes, if any, in the carpet area thereof. The Parties agree and acknowledge that a change/variation (either due to planning constraints or due to any construction related exigencies) in such carpet area of the said Unit up to 3% (three percent) (plus or minus) is acceptable to each of the Parties hereto (hereinafter referred to as "**the Agreed Variation Limits**").

6.5. 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 Promoter 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 Promoter 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 Promoter along with the next due installment of the Purchase Price or at the time of the Promoter offering to put 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 Promoter to the Purchaser/s (due to reduction in the carpet area as aforesaid pursuant to the provisions of this Clause [6.5]) then the Promoter 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 Promoter's own discretion under any head/s of the outstanding due/s payable by the Purchaser/s to the Promoter, 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 Promoter shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Unit.

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7.2. It is specifically agreed between the Parties hereto that the Promoter 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 Promoter. If any change as aforesaid becomes necessary, the Promoter shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Promoter to offer possession of the said Unit on the specified date. The Promoter shall however try 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.

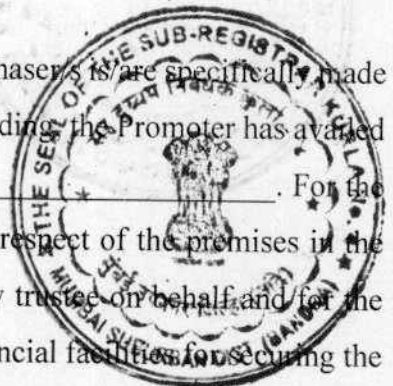
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7.3. The Purchaser/s agree/s not to claim any rebate and/or discount and/or concession in the Purchase Price on account of such change/substitution in the said Internal Amenities.

8. PURCHASER/S SATISFACTION ON TITLE AND BUILDING APPROVALS:

8.1. The Purchaser/s has/have independently inspected and verified the documents and Building Approvals as referred to in the Recitals above and all papers and documents hereinabove referred to and/or recited; and has/have fully satisfied himself/herself/themselves about the title of the Promoter to the said Property as well as the entitlement of the Promoter to construct/develop the Project including the construction of the Proposed Building said Property; and enter into these presents and the Purchaser/s shall not be entitled to further investigate the title of the Promoter and/or be entitled to make any requisition or raise any objection with regard to any other matters relating thereto.

8.2. The Promoter has informed the Purchaser/s herein and the Purchaser/s are specifically made aware that for the purpose of construction of the Proposed Building, the Promoter has availed of a loan/financial assistance from the said Lender viz. _____ . For the said purpose, the Promoter has mortgaged/created security in respect of the premises in the Proposed Building in favour of the Lender acting as a security trustee on behalf and for the benefit of Lender for securing the repayment of such loans/financial facilities for securing the repayment of such loans/financial facilities in the manner as set out in Recital [P].



8.3. The Purchaser/s has/have also taken inspection of the orders and the Building Approvals as issued by the MCGM and other relevant documents and papers including the municipal assessment bills, city survey records and other documents mentioned in RERA, RERA Rules, MOFA and the MOFA Rules framed there under and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after inspecting and understanding the aforesaid documents and papers.

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PURCHASER/S TO CO-OPERATE IN FORMATION OF THE LEGAL ENTITY AND CONVEYANCE:

9.1. The Purchaser/s at his/her own costs along with the other premises holders in the Proposed Building would co-operate with the Promoter in formation of the Legal Entity and shall join in as member/s thereof. For the said purposes of being admitted as member/s of the Legal Entity, the Purchaser/s shall from time to time, sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Legal Entity and for becoming a member, including the bye-laws of the proposed bodies and duly fill in sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Purchaser/s so as to enable Promoter to Register the organization of the Purchaser/s under relevant provisions of the RERA within the time limit prescribed by RERA Rules and as well as under the provisions (to the extent applicable) of MOFA and MOFA Rules.

9.2. Upon completion of the entire project, viz. completion of construction of the said Proposed Building and after exploiting the full available construction potential of the entire said Property (including the additional potential that is likely to accrue to the said Property at anytime hereafter as aforesaid), the Promoter shall execute in favour of the Legal Entity, a Conveyance in respect of the said Property (or portion thereof where the Proposed Building is constructed) along with and the said Proposed Building (herein referred to as "**the said Conveyance**"). 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 and applicable provisions of section 11 of MOFA and MOFA Rules, the period of execution of the said Conveyance is agreed upon as being a date after the expiry of a period of at least 10 (Ten) years from the date of receipt of the full occupancy/occupation certificate in respect of the said Proposed Building.

9.3. It is clarified that in the event if the Promoter opts to construct the Government Constructed Units on the said Property, then and in such an event, the said Conveyance shall be subject to the rights of the allottees of the Government Constructed Units and the said Conveyance may be executed in respect of a portion of the said Property as may be specified by the MCGM and other concerned authorities. In such an event, the Promoter may at its discretion, only convey a leasehold title in respect of the land on which the Proposed Building is constructed to and in favour of the Legal Entity.

10. RIGHTS OF PROMOTER PURSUANT TO FORMATION OF THE LEGAL ENTITY

10.1. In the event of the Legal Entity being formed, and registered before the sale and disposal by the Promoter of all the units in the Proposed Building, the same shall not in any manner affect the rights of the Promoter to sell/dispose of/transfer/mortgage the unsold units and the rights

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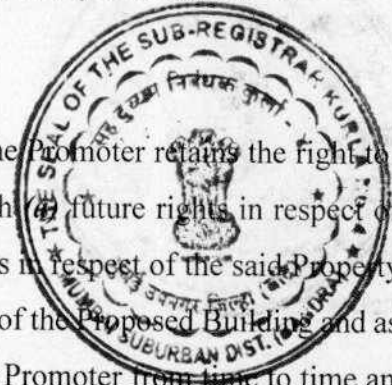
of the Promoter in relation to the said Property as well as any units in the Proposed Building (whether sold or agreed to be sold or not) wherein or in respect whereof, the Promoter may be claiming any rights and/or entitlements including *inter-alia* an entitlement to receive any amounts from the Purchaser/s thereof (which constitutes a first charge and lien of the Promoter on such units) and the powers and the authority of the Legal Entity shall be subject to the overall authority and control of the Promoter, in respect of all the matters concerning the Proposed Building and in particular, the Promoter shall have sole, exclusive and absolute authority and control as regards the unsold units and the disposal thereof as aforesaid **PROVIDED ALWAYS** that the Purchaser/s hereby agree/s and confirm/s that in the event of the Legal Entity being formed earlier than the Promoter dealing with or disposing of all the units constructed in the Proposed Building, then and in such an event at the discretion of the Promoter, the Promoter itself or any allottee or transferee of the Promoter in respect of any units or nominee of the Promoter shall be admitted to the membership of the Legal Entity, without payment of any premium or any additional charges save and except a sum of Rs.500/- (Rupees Five Hundred Only) towards the share money & Rs.100/- (Rupees One Hundred Only) towards the entrance fee & such allottee / transferee / nominee of the Promoter shall not be discriminated or treated prejudicially by the Purchaser/s or the Legal Entity.

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10.2. The Purchaser/s shall ensure that Legal Entity shall not permit any transfers of any units, in respect of which the Promoter has reasonably called upon the Legal Entity not to permit transfers and any permissions so granted by the Legal Entity despite contrary instructions to that effect from the Promoter shall be void, without any authority and non-est.

11. **INCIDENTAL RIGHTS OF THE PROMOTER:**

The Promoter has further informed the Purchaser/s that the Promoter retains the right to sell, transfer, assign in favour of any person/s and/or deal with (a) future rights in respect of the said Property, (b) the balance development potential/rights in respect of the said 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 Promoter from time to time and as per the proposed total scheme of development) and (c) various rights that may accrue to and over the said Property in the future including additional development potential as recited above and (d) the rights for advertising, signage and hoarding for advertising in the compound, common areas and facade of the Proposed Building and the said Property (the rights referred to in above are hereinafter collectively referred to as "**the Incidental Rights**"). The Incidental Rights include the right of use of the said Property as a receiving plot and/or to consume or fully exploit by utilising TDR and/or DRC which the Promoter and/or its nominee/s may be entitled to, from time to time, at the Promoter's sole and absolute discretion. The Promoter is also entitled from time to time to deal with and/or dispose of all or any of the Incidental Rights,



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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 Promoter and/or such persons, now and/or in future as a result of any development that may be undertaken either by the Promoter and/or its nominee/s and/or person/s. The Purchaser/s further agree/s and acknowledge/s that the Promoter 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 Purchase Price 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 Legal Entity.

12. NO OBJECTION TO DEVELOPMENT/CONSTRUCTION:

12.1. As aforesaid, the Promoter shall be constructing the Proposed Building and additional wings/floors therein as stated above or additional structures on the said Property; and the Purchaser/s shall not be entitled to and shall not object to such construction for any reasons whatsoever and howsoever arising, at any time hereafter;

12.2. It is further agreed that save and except the aforesaid terrace over the top floor viz. in the Proposed Building, the Promoter is entitled to sell the terrace/s or pocket terrace/s or extended balconies, which may be abutting the respective premises for the exclusive use of the purchaser/s of such premises (whether or not the same 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 premises holders in the Proposed Building. The Promoter may at its sole and absolute discretion, grant license for exclusive use or maintenance in respect of the terraces to the purchaser/occupant of the premises that is abutting the terrace. The terrace shall not be enclosed by such purchaser/occupant without the permission in writing obtained from MCGM and other concerned authorities and the Promoter. The Purchaser/s hereby give his/her/their no-objection to such rights retained by the Promoter 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 Promoter and/or its nominee/s/ allottee/s /transferee/s/ licensee/s.

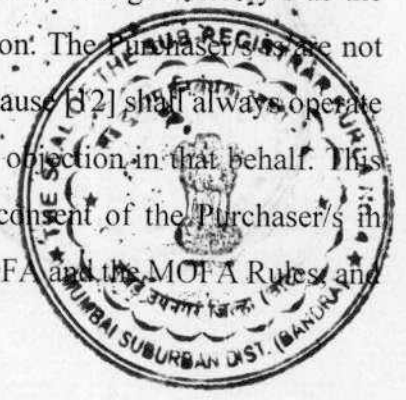
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12.3. As recited above, it is reasonably expected by the Promoter that the FSI for consumption on the said Property be increased, from what is presently approved as per the Building Approvals (including inter alia by virtue of the re-enactment of the presently applicable Development Control Regulations for Greater Mumbai, 1991, as per the draft Development Plan 2034, which is already published for objections/suggestions); and thereby the Promoter will be able to construct further floors as a part of the Proposed Building in addition to the presently approved floors as recited above or horizontally expand the Proposed Building. The Purchaser/s confirm/s that the Purchaser/s has/have no objection and shall not raise any objection to the Promoter putting up additional construction on the said Property by increasing the number of floors in the Proposed Building as such or in any other manner whatsoever.


12.4. The Promoter 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 or expand the Proposed Building horizontally 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 Promoter. The Promoter shall be entitled to dispose of such additional building/s / structure/s / wing/s / storey/s in such manner as the Promoter may deem fit and proper in its sole and absolute discretion. The Promoter 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 Promoter shall be entitled to dispose of the premises in such additional building/s / structure/s / wing/s / storey/s as the Promoter may deem fit proper in its sole and absolute discretion. The Purchaser/s are not entitled to object thereto and shall not object thereto and this Clause [12] shall always operate as the Purchaser/s' irrevocable, absolute and unconditional no objection in that behalf. This Clause [12] shall operate as and shall be deemed to be the 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 Section 7A of MOFA.



13. PURCHASER/S' ENTITLEMENT TO RAISE LOAN:

13.1. 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.

13.2. However, such loan should be strictly personal to the Purchaser/s and the right of the Promoter 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/ organization/ employer in respect of the loan so availed of by the Purchaser/s.

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13.3. 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 or the Proposed Building or any one of them or any of the other premises in the Proposed Building, and not against any other assets/rights of the Promoter.

14. COMMON AREAS:

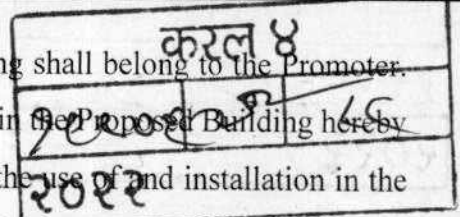
14.1. It is expressly agreed that the Purchaser/s along with the other purchasers/occupants of premises in the Proposed Building shall be proportionately entitled to use, occupy and enjoy the common areas and facilities in the Proposed Building and the nature, extent and description of such common areas and facilities which the Purchaser/s will proportionately enjoy in the common areas and facilities is set out in Part A (limited common areas) and Part B (common areas) of the Third Schedule hereunder written. The Purchasers 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 approved plans; and the only common areas that the Purchaser/s is/are expecting to use/enjoy and shall be entitled to use/enjoy are as set out in the Third Schedule, subject to what is set out therein.

14.2. It is clarified that certain portions of the lobbies on each floor have been earmarked by the Promoter as limited common areas for the limited use and access by certain unit holders on such floors for the purpose of ease of maintenance thereof, and which common areas are inter alia mentioned in Part A of the Third Schedule hereunder written. It is further clarified that no exclusive third party rights are being created in respect of such limited common areas by virtue of such earmarking by the Promoter. Hence, certain areas of the lobby on the floor of which the said Unit is earmarked as a limited common area to which the Purchaser/s shall be entitled to use. However, it is clarified that by virtue of such permissive user of such limited common area being granted to the Purchaser/s hereby, the Purchaser/s shall not claim any ownership rights in respect thereof nor shall the Purchaser/s be entitled to make any alterations in such limited common areas under any circumstances or for any reasons whatsoever.

14.3. The Purchaser/s has been informed and hereby agrees and acknowledges that the façade of various floors of the Proposed Building shall be used as display media façade having LEDs, LED luminaires, motion advertisements, fixtures, lamps and/or other light management systems, the rights of which are hereby retained by the Promoter. The Promoter shall be solely entitled to use and deal with the façade of various floors of the Proposed Building for media and advertisement purposes and to commercially exploit and make use of the façade of the Proposed Building in such manner as they may deem fit. Any and all revenue and income

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generated from the use of the façade of the Proposed Building shall belong to the Promoter. In addition, the unit holder(s) and purchasers of the premises in the Proposed Building hereby agree and undertake not to raise any objection in relation to the use of and installation in the façade by the Promoter in the manner stated herein and further agree and acknowledge the façade rights reserved herein by the Promoter. The Promoter shall be entitled to license, assign and/or sell the façade rights (or any part thereof) reserved herein to such party or parties as they may deem fit. In addition, the Promoter hereby reserves the signage and display rights on the Proposed Building including terrace and façade and the Purchaser/s hereby agrees and acknowledges the same.



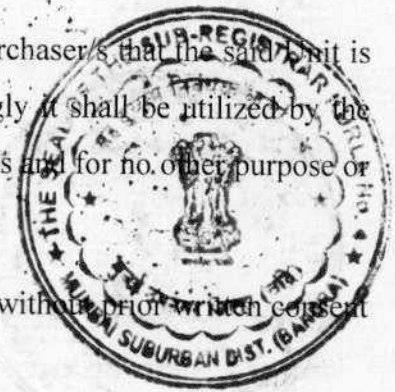
15. RIGHT OF THE PURCHASER/S RESTRICTED TO THE SAID UNIT ONLY:

It is clarified that the right of the Purchaser/s is restricted to the said Unit agreed to be sold to him/her/them by the Promoter as per the floor plan annexed hereto as Annexure 'G' 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 to 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, as the same belongs to and are the sole, exclusive and absolute property of the Promoter.

16. NO CHANGE OF USER:


16.1. It is expressly agreed, by and between the Promoter and the Purchaser/s that the said Unit is sold to the Purchaser/s for use as an office only and accordingly it shall be utilized by the Purchaser/s for the purpose for which it is sold to the Purchaser/s and for no other purpose or purposes whatsoever and howsoever arising.

16.2. The Purchaser/s agree/s not to change the user of the said Unit, without prior written consent in writing of the Promoter and the concerned authorities.



17. PARKING SPACES:

17.1. The Purchaser/s acknowledge/s and understand/s that a majority of the car-parking spaces that will be provided for in the Proposed Building shall be in the form of an automated mechanical stack parking 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 units 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**").

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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 slots in the Mechanical Parking system.

17.3. For the effective management of parking spaces in the Proposed Building and in order to avoid any later disputes, the Promoter shall be entitled to do and carry out a tentative earmarking parking spaces (open, in the podium or in the stilt or basement) of the Proposed Building for exclusive use thereof by certain acquirers of the units in the Proposed Building depending on availability.

17.4. The Purchaser/s agree/s that the Promoter shall be entitled to do such earmarking at its discretion and the Purchaser/s hereby accept/s the decisions taken by the Promoter 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 Legal Entity and admission of the Purchaser/s to the Legal Entity 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 Legal Entity in favour of approving such car parking earmarking as done by the Promoter so that the respective person/s in whose favour the Promoter has earmarked the car parking spaces, will be allotted such respective car parking space/s by the Legal Entity for exclusive use along with rights of transferability in respect thereof.

17.5. In the event if the car parking space/s tentatively earmarked for the Purchaser/s is/are 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 [17]. Accordingly, since each stack for parking of vehicles comprising of two or more car parking space/s, the same (if earmarked for the Purchaser/s in accordance with this Clause [17]) shall be shared by the Purchaser/s with the allottee/s of the other parking space/s in the same Mechanical Parking unit. Within each Mechanical Parking unit, there may be no identifiable space for parking of any particular vehicles and each allottee of a parking space within a particular Mechanical Parking unit shall park his/her vehicle in such particular Mechanical Parking unit 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. DATE OF POSSESSION OF THE SAID UNIT:

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18.1. The Promoter agrees to offer to hand over possession of the said Unit to the Purchaser/s in the Proposed Building on or before 40 months from the date of this agreement.

18.1.1. any conditions beyond the reasonable control of the Promoter, including acts of God like earthquake, perils of the sea or air, fire, flood, or any drought, explosion, sabotage etc.; and

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

18.1.3. if there is a shortage or non-availability of building materials including cement, bricks, steel, etc., as a consequence whereof and the construction on the said Property could be adversely affected;

18.1.4. 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

18.1.5. 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 delays or materially adversely affects the implementation of the construction activities on the said Property; and

18.1.6. 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

18.1.7. 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



18.1.8. 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 for approval of plans, grant of Occupancy Certificate, or subject to delay in the grant of water, sewerage, electric, cable connection or any other service or any other cause, beyond the control of the Promoter.

18.2. The date of delivery of possession of the said Unit is subject to certain terms as more particularly specified in the preceding Clause [18.1] and even after extension of the date of possession as stated in the preceding Clause, the Promoter is unable to or fails to give

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possession of the said Unit or license to enter the said Unit to the Purchaser/s, then and in such an event, the Purchaser/s at his/her/their/its own discretion be entitled either: (i) to continue with the arrangement as recorded this Agreement and receive a compensation in the form of liquidated damages from the Promoter 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 Promoter and received by the Promoter, from the extended date of delivery of possession (extended due to any of the factors set out in Clause [18.1] hereof) till the date of offer of possession by the Promoter to the Purchaser/s; or in the alternative (ii) entitled to give notice to the Promoter terminating the Agreement, in which event, the Promoter shall refund to the Purchaser/s the aforesaid 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 Promoter from the Purchaser/s together with interest at the Agreed Interest Rate from the date of receipt by the Promoter 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 Promoter shall not be liable to pay or refund to the Purchaser/s any additional amount/s, either as liquidated damages or costs, charges, expenses the event of such termination. It is further clarified that in the event if the provisions of this Clause [18.2] 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 exercise the alternative option to terminate this Agreement, regardless of the further period of delay in the delivery of possession of the said Unit.

18.3. The refund to be made by to the Purchaser/s pursuant to Clause [18.2] shall be made by the Promoter 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 [18.2] hereof. In case of termination by the Purchaser/s as provided in Clause [18.2] upon the aforesaid payment/s being made by the Promoter to the Purchaser/s, neither Party shall have any claim against the other in respect of the said Unit or otherwise arising out of this Agreement and the Promoter shall be at liberty to sell and dispose of the said Unit 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 Promoter may deem fit and proper, in Promoter'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 [18.2], in the event if the Promoter finds a willing buyer/acquirer to acquire the said Unit prior to the refund to the Purchaser/s under this Clause, then the Promoter shall be entitled to sell the said Unit to such new buyer/acquirer; but the Purchaser/s shall have a charge on the amounts receivable by the Promoter from the new purchaser/acquirer to the extent of the amounts receivable by the Purchaser/s under this Clause.



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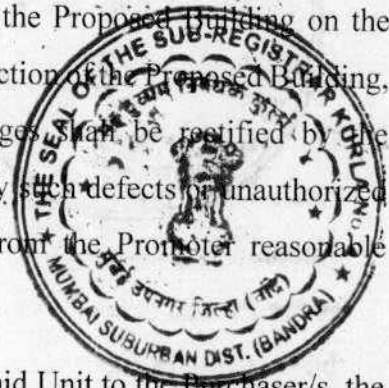
18.4. Save and except as provided in Clause [18.2] hereof, the Purchaser/s shall not be entitled to withdraw from this Agreement or terminate this Agreement; and in the event if the Purchaser/s so decide/s to withdraw or terminate this Agreement other than for the reasons as set out in Clause [18.2] hereof, then the consequences of such withdrawal or termination shall be as set out in Clause [Error! Reference source not found.] hereof.

18.5. Notwithstanding anything to the contrary contained in this Agreement and in particular in Clauses [18.2] to [18.4] hereof, if as a result of any legislative order or requisition or direction of the Government or public authorities, the Promoter is unable to complete 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 Promoter will be, to pay over to the Purchaser/s the proportionate 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) till then received by the Promoter from the Purchaser/s, without any interest thereon and thereupon this Agreement, shall ipso facto stand and automatically stand terminated.

18.6. The Purchaser/s shall take possession of the said Unit within 2 (two) months of the Promoter giving written notice to the Purchaser/s intimating that the said Unit is ready for use and occupation but 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 Promoter (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 of possession of the said Unit to the Purchaser/s, the Purchaser/s bring/s to the notice of the Promoter any defect in the said Unit or in the Proposed Building on 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 Promoter at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Promoter reasonable compensation for such defect or change.

18.7. 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 and the internal amenities provided therein and thereafter the Purchaser/s will have no claim whatsoever and howsoever arising against the Promoter in respect thereof, if the same are in accordance with this Agreement.

18.8. The Purchaser/s shall be entitled to the possession of the said Unit only after the full aggregate Purchase Price as per Annexure 'H' hereto is paid by the Purchaser/s to the Promoter and the other sums mentioned hereunder are paid by the Purchaser/s to the Promoter.



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18.9. The Promoter shall not put the Purchaser/s in possession of the said Unit unless and until:

18.9.1. The Purchaser/s has/have paid the entire aggregate Purchase Price as provided by Annexure कमल ४ १२०६ H/ ११ ६६ and all the other amounts payable by him/her/them hereunder and/or otherwise in २०२२ respect of the said Unit to the Promoter as specified herein.

18.9.2. The Promoter has received the Occupation/Occupancy Certificate or part Occupation/Occupancy Certificate from the SRA.

18.9.3. Subject to the Purchaser/s having complied with all his/her/their obligations hereunder, the Promoter shall offer to put the Purchaser/s in possession of the said Unit within a period of 7 (seven) days from the date of receipt of the Occupation/Occupancy Certificate or part Occupation/Occupancy Certificate in respect of the said Unit from the SRA.

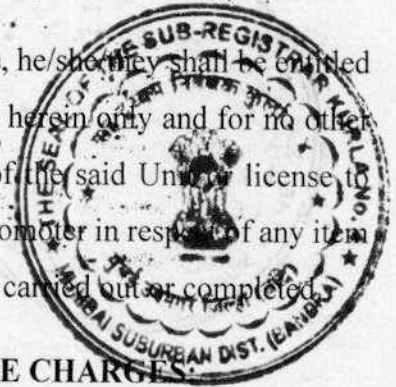
18.10. Upon completion of construction of the Proposed Building comprising the said Unit, the Promoter may at its discretion permit the Purchaser to enter upon the said Unit, limited for the purpose of carrying out fit out works of non-structural nature like installation of fixture and furniture, in the said Unit at the entire risks and costs of the Purchaser/s. The Purchaser/s acknowledge/s that the Promoter shall not be obliged to permit the Purchaser/s to enter upon the said Unit under any circumstances and the same shall be entirely at the discretion of the Promoter. 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 Promoter from the SRA and that at such stage the said Unit 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 by the Promoter to enter upon the said Unit for carrying out the said fit out works as contemplated in this Clause [18.10], the Purchaser/s shall not occupy the same or commence any use thereof for any reasons whatsoever and howsoever arising. 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 [18.10], 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 Promoter from time to time. The Purchaser/s acknowledge/s that the Promoter 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 [18.10].

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18.11. The Promoter has furnished to the Purchaser/s a fit out manual, which has been read and understood by the Purchaser/s and the Purchaser/s have initialed a copy of such fit out manual in confirmation and acceptance of the terms and conditions thereof. For the purpose of this Agreement the term fit out manual shall mean the manual which contains the definitive norms and standards, rules and regulations that the occupants of the units in the Proposed Building and/or such other new building/s to be constructed by the Promoter on the said Property are required to adhere to and follow and observe for planning, designing and executing interior work for the units as well as the rules, regulations and guidelines to be followed, observed and complied with, by them throughout the periods of their respective occupation of such units for the purpose of achieving and maintaining the appearance and visual effect of the units as also of the new building/s as a whole. The Purchaser/s also agreed and undertake 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 manual, keep deposited with the Promoter a sum of Rs. 5,00,000/- or Rs. 100 per sq. ft. whichever is lesser as a security deposit and which amount shall be refunded by the Promoter to the Purchaser 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 manuals 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 Promoter shall be entitled to adjust or deduct any expenses incurred or likely to be incurred by the Promoter from such 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 security deposit on any ground whatsoever and howsoever arising.

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18.12. Upon possession of the said Unit being given to the Purchaser/s, he/she/they shall be entitled to the use and occupation of the said Unit for the user specified herein only and for no other purpose whatsoever. Upon the Purchaser/s taking possession of the said Unit, he/she/they shall have no claim against the Promoter in respect of any item of work in the said Unit, which may be alleged not to have been carried out or completed.



19. REIMBURSEMENT OF EXPENSES AND MAINTENANCE CHARGES

19.1. Over and above the amounts payable by the Purchaser/s as mentioned hereinabove, the Purchaser/s shall on being offered possession of the said unit, pay the following amounts to the Promoter:

19.1.1. A sum of Rs. 500/- towards acquiring the shares of the Legal Entity and entrance fee of Rs.100/- for the admission of the Purchaser/s to the Legal Entity as member/s thereof, within a period of 7 (seven) days from the date of notice being sent by the Promoter in that behalf and in any event before possession of the said Unit is handed over to the Purchaser/s;


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19.1.2. [The amount as mentioned in the Annexure 'H'

19.1.3. Deposit as mentioned in "Annexure H1") towards provisional maintenance charges for 12 (twelve) months in advance as payable in respect of the said Unit. Commencing a week after notice in writing is given by the Promoter 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 contribution on or before the 5th day of each month in advance to the Developer or to the Legal Entity (if formed by then and if the management of the Proposed Building has been handed over to the Legal Entity); and the Purchaser/s shall not be entitled to 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.

19.1.4. Balance of tax, service tax/VAT/GST if any applicable towards the items mentioned above and as per this Agreement.

Time as to payment of the aforesaid amounts shall be of the essence of this Agreement.

19.2. The amount mentioned in Clause [19.1.3] 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 Promoter to the Legal Entity upon management of the Proposed Building being handed over to the Legal Entity. Save; and except the amount mentioned in Clause [19.1.3], the Promoter 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.

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

19.3.1. The expenses of maintenance, repairing, redecorating, etc., of the main structures 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.



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19.3.2. The cost of cleaning and lightning the passage, water pump, lifts, landings, staircases, common lights and other parts of the Proposed Building used by the premises purchasers in common as aforesaid.

19.3.3. 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, 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.

19.3.4. The cost of working and maintenance of common lights, water pump, lifts, common sanitary units and other services charges.

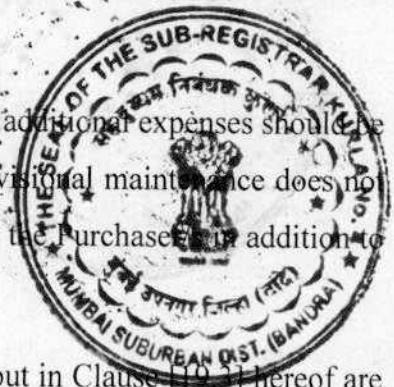
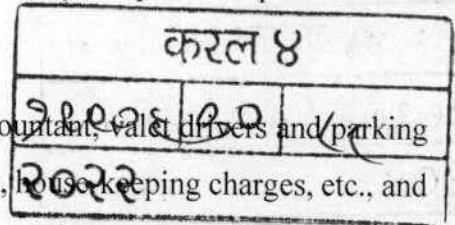
19.3.5. Premium for insurance of the Proposed Building (if and when taken).

19.3.6. The maintenance charges, cost, expenses and amounts required for maintenance of various common equipments that may be installed in the Proposed Building including interalia street lights, sewer line, storm water drain, water lines, internal roads, garden, civil, Mechanical Parking system, other mechanical and electrical system/s installed for reuse of the waste water, civil, mechanical and electrical system for rain water harvesting, high speed lifts, submersible pumps installed in tank for municipal water and tank for storage of tanker/bore well water, pumps installed for fire fighting, tank for municipal water, over head tank and other water tanks by whatever name called, fire fighting system, common electric system (which may be installed for the lights, pumps, equipments, lifts, security system etc.), common plumbing system, common security system and such other expenses as are necessary or incidental for the maintenance and upkeep of the Proposed Building.

19.3.7. The above maintenance charges are only provisional and any additional expenses should be reimbursed by the Purchaser/s to the Promoter, the above provisional maintenance does not include property and municipal tax (which shall be payable by the Purchaser/s in addition to the aforesaid amounts at actuals).

19.4. It is clarified that the heads of the maintenance charges as set out in Clause [19.3] hereof are not exhaustive in nature and are merely illustrative. The above referred maintenance charges are only provisional and any additional expenses should be reimbursed by the Purchaser/s to the Promoter, the above provisional maintenance charges do not include property and municipal tax (which shall be payable by the Purchaser/s in addition to the aforesaid amounts at actuals).

19.5. 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 Legal Entity, it may take at least 12 (twelve) to 18 (eighteen) months for the Promoter/the Legal Entity, to work out and



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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 Promoter/the Legal Entity is likely draw up adhoc bills towards maintenance. The Purchaser/s agree/s that he/she/they shall not raise any objection for payment of such adhoc bills and would allow the Legal Entity 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 Legal Entity, to enable the Promoter/Legal Entity to work out the exact details of the maintenance charges payable by him/her/them.

19.6. 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, the same shall be paid by the Promoter, however, the same would be reimbursed by the Purchaser/s to the Promoter in proportion of the area of the said Unit to the total area of all the new premises in the Proposed Building.

20. TAXES

20.1. The Purchaser/s is/are aware that the amount of Purchase Price as set out in Annexure 'H' 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 have made Value Added Tax and Service Tax also presently proposed that the sale of constructed premises shall attract Goods and Services Tax (hereinafter referred to as "GST"), once the appropriate legislation for the same is implemented. 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 service tax and value added tax on the transaction recorded in this Agreement for the sale of the said Unit by the Promoter to the Purchaser/s. The Purchaser/s agree/s and undertake/s that all such indirect taxes (including GST, if and when made applicable) are payable by the Purchaser/s solely; and that the Promoter is not liable to bear and/or pay the same. Therefore, the Purchaser/s hereby irrevocably agree/s and undertake/s to pay the amounts towards such taxes to the Promoter or the concerned authorities within a period of 7 (seven) days from the date of the Promoter calling upon the Purchaser/s to do so, without any delay or demur.

20.2. 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 (if and when made applicable),

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or any other tax by whatever name called, at the time of execution of this Agreement and/or any time thereafter 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 Promoter, 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 Promoter shall not be liable for the same.

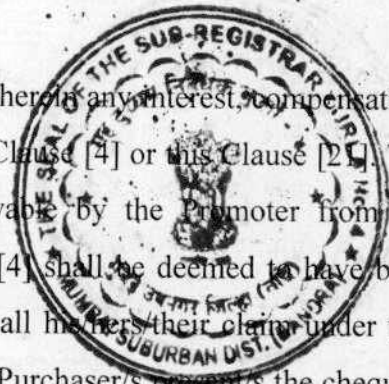
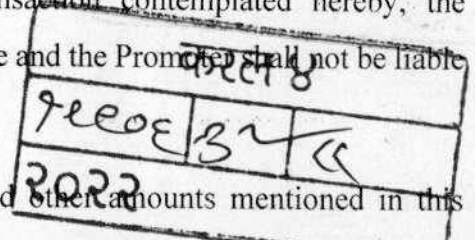
20.3. Non-reimbursement/non-payment of the said Taxes and other amounts mentioned in this Clause [20] by the Purchaser/s shall be deemed to mean non-payment of the Purchase Price amount to the Promoter and the consequences as mentioned in Clause [4] hereof shall apply.

21. BREACHES:

21.1. The Purchaser/s agree/s and undertake/s to and shall observe perform and 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] above would 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 Promoter shall be entitled after giving 1 (one) month's 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 voidable at the option of the Promoter and in the event of the Promoter so treating this Agreement void, the provisions of Clause [4] above shall be applicable.

21.2. The Promoter shall not be liable to pay to the Purchaser/s hereon any interest, compensation, damages, costs or otherwise in case of termination under Clause [4] or this Clause [21]. The residue balance amount after deducting amounts receivable by the Promoter from the Purchaser/s towards the termination as set out in Clause [4] shall be deemed to have been accepted by the Purchaser/s herein in full satisfaction of all his/her/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.

21.3. 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 Promoter/its transferee/s / allotted/s / nominee/s and/or otherwise in to upon the said Premises in such an event of termination.



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ELEVATION OF THE PROPOSED BUILDING:

The Purchaser/s shall not alter, amend, modify etc., the elevation of the said Unit whether the side, front or rear nor shall the Purchaser/s alter, amend, modify the entrance lobby, staircase, lift, passage/s, terrace etc. of the Proposed Building and shall keep the above in the same form as the Promoter 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, 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 Promoter and at such places as may be earmarked by the Promoter for the same. The Promoter's decision in this regard would be final and binding on the Purchaser/s.

23. COVENANTS OF THE PURCHASER

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 Promoter as follows:

23.1. To maintain the said Unit at the Purchaser's/Purchasers' own cost in good and tenantable repair and condition from the date the possession of the said Unit is offered and shall not do anything or suffer anything to be done in or to the Proposed Building and to the balconies, elevation, 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;

23.2. Not to enclose the open balcony, flower bed, ducts or any other open area pertaining to the said Unit, whereby any FSI whatsoever is deemed to be consumed and without prejudice thereto, not to do any act, deed, matter or thing, whereby any rights of the Promoter/the Legal Entity are in any manner whatsoever prejudiced/ adversely affected.

23.3. Not to carry out in or around the said Unit any alteration/changes of structural nature without the prior written approval of the Promoter and the Structural Engineers and the RCC Consultants of the Proposed Building.

23.4. To ensure that no nuisance/annoyance/ inconvenience is caused to the other occupants of the Proposed Building by any act of the Purchaser/s.

23.5. 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


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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 Promoter and the same shall be final and binding upon the Purchaser/s and the Purchaser/s shall not be entitled to question the same.

23.6. 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 Promoter to the Purchaser/s (usual wear and tear excepted).

23.7. 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 Unit and appurtenance/s thereto in good, tenantable repair and condition and in particular so as 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 part or other structural members in the said Unit without the prior written permission of the Promoter and/or the Legal Entity.

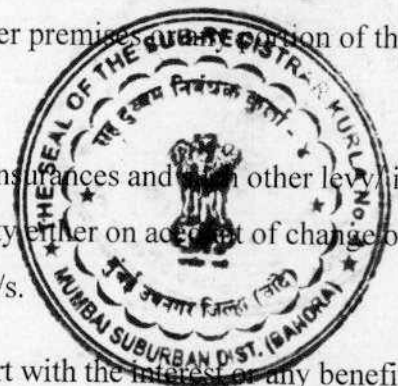
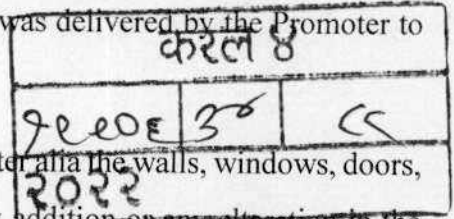
23.8. Not to do or permit to be done any act, deed, matter or thing, which may render void or voidable any insurance of the Proposed Building or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

23.9. 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 on the portion of the said Property.

23.10. To bear and pay any increase in local taxes, water charges, insurance and other levies 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.

23.11. 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 Promoter, until all the dues payable by the Purchaser/s to the Promoter hereunder and/or otherwise are fully paid up.

23.12. The Purchaser/s shall abide by, observe and perform all the rules, regulations and bye-laws of the Legal Entity 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



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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 Legal Entity and/or the concerned authority and/or other public authority.

23.13. The Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the Legal Entity 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.

23.14. The Purchaser/s shall permit the Promoter 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 3 (three) years from the Purchaser/s being put in possession of the said Unit.

23.15. The Purchaser/s undertake/s not to enclose any passage/s, lobby or other common areas in the Proposed Building in any manner whatsoever.

23.16. The Promoter shall provide to the Purchaser/s the water connection in respect to said Unit. The Promoter 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.

23.17. The Purchaser/s are also aware that the Promoter 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.

23.18. The Purchaser/s are aware and hereby expressly agrees that the Promoter will be developing the said Property and will be constructing buildings thereon in the manner as the Promoter 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 Promoter or any of their nominee/s or transferees from developing and/or carrying out construction of new buildings on any part of the said Property.

23.19. As may be required by the Reliance Infrastructure Limited or Tata Power Company Limited or Maharashtra State Electricity Board or any other 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

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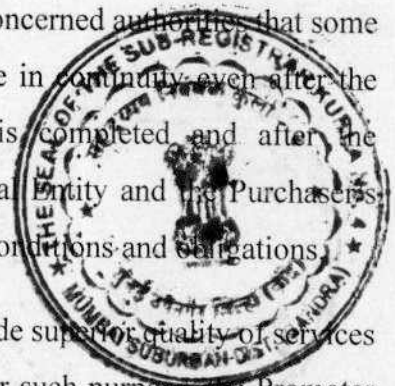
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thereof and/or to the buildings constructed in the vicinity of the said Property; and the Purchaser/s hereby grant his/her/their irrevocable consent to the Promoter for the same. The Promoter may be required to and if so required, the Promoter shall make the requisite applications to the land owning authority to 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 towards 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.


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23.20. The Purchaser/s is/are aware of various concessions, approvals granted to the Promoter 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.

23.21. 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 Promoter and the undertakings given by the Promoter to the SRA and other concerned authority that some of such conditions and/or obligations shall require compliance in community even after the development and construction of the Proposed Building is completed and after the management of the Proposed Building is handed over to Legal Entity and the Purchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations.



23.22. The Purchaser/s is/are aware that the Promoter intends to provide superior quality of services and facilities for the residents of the Proposed Building and for such purpose, the Promoter 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 Sale Portion. The Purchaser/s along with the other purchaser/s of the premises in the Proposed Building and other structures on the Sale Portion 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 Promoter 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

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 2022 purchaser/s on pro-rata basis determined by the Promoter, which determination shall be binding on the Purchaser/s;

23.23. The Purchaser/s agrees and undertakes to cause the 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 Legal Entity to ratify the appointment of the FMC as aforesaid.

23.24. The Purchaser/s is/are aware that the Promoter is not in the business of or providing services proposed to be provided by the FMC or through the FMC. The Promoter does not warrant or guarantee the use, performance or otherwise of these services provided by the FMC. The Parties hereto agree that the Promoter 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.

23.25. The purchaser/s also undertake that they will not misuse any pocket terrace/ part terrace/Chajja / Electric meter room/service floor/refuge area proposed in the rehab building and Further undertake that they will not misuse Refuge Area, Basement, Podium, Elevated R.G. on podium, Greater height entrance lobby, Service Floor, Stilt, Elevation/ Ornamental projection, Society Office, Parking Area, Fitness Centre, part stilt of rehab building in future

24. 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 Promoter has agreed to and is executing this Agreement and Purchaser/s hereby agree/s to indemnify and keep indemnified the Promoter absolutely and forever from and against all and any damage or loss that may be caused to the Promoter 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 Promoter, 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 Promoter entering in to this Agreement and/or any other present/future writings with the Purchaser/s and/or arising therefrom.

25. STAMP DUTY AND REGISTRATION:

At the time of execution of this Agreement the Purchaser/s shall pay the applicable amount of stamp duty and registration charges etc. and other out of pocket expenses, payable in respect of this Agreement and the Purchaser/s shall register this Agreement with the concerned Sub-Registrar of Assurances 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 Promoter of the serial number, under

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which the same is lodged for registration by forwarding the photocopies of the receipt issued by the Sub-Registrar to enable the Promoter and/or its authorized representative/s to visit the office of the Sub-Registrar of Assurances and to admit execution thereof.

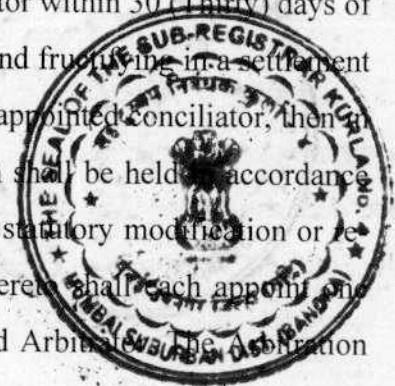
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26. TRANSFER OF THE SAID UNIT:

If the Purchaser/s, before being put in possession of the said Unit, 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 Promoter in that behalf. In the event of the Promoter granting such consent, the Purchaser/s shall be liable to and shall pay to the Promoter such sums as the Promoter 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.

27. DISPUTE RESOLUTION:

All disputes, differences, claims and questions whatsoever which may arise between the Parties hereto or their respective representatives in any manner touching or relating to or arising out of this Agreement shall be first referred to conciliation of a sole conciliator to be mutually appointed by the Parties. In the event if the Parties are unable to appoint a sole conciliator within 30 (Thirty) days of the dispute arising or in the event of the conciliation not succeeding and fruitless in a settlement agreement within 30 (Thirty) days of the matter being referred to the appointed conciliator, then at that event the matter shall be referred to arbitration. Such arbitration shall be held in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force wherein the Parties hereto shall each appoint one arbitrator and the two Arbitrators so appointed shall appoint the third Arbitrator. The Arbitration proceedings shall be held in Mumbai in English Language.



28. MISCELLANEOUS:

28.1. 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 Promoter may require, for safe guarding the interest of the Promoter to the Proposed Building and/or the premises therein.

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28.2. **TDS:** all amounts towards the Purchase Price as payable by the Purchaser/s to the Promoter in accordance with Annexure 'H' 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 Promoter 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 Promoter shall be deemed to be a breach equivalent to non-payment of the Purchase Price and shall accordingly attract the consequences as mentioned in Clause [4] hereof.

28.3. **Name of the Proposed Building:** The name of the Proposed Building shall at all times remain as "**Bhavani Plaza**", unless changed by the Promoter and the same shall not be changed (even after formation of the Legal Entity) without the prior written permission or approval of the Promoter. The Promoter 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, hoardings etc. indicating to the public at large that the Proposed Building is being constructed and/or developed (during construction) or that the Proposed Building has been constructed and/or developed (after construction) by the Promoter. A permanent illuminated signage/hoarding stating "**Project developed by Bhavani Plaza**" will remain displayed at a prominent place on the Proposed Building or the said Property and access shall be made available to the Promoter and its authorised representatives, as and when required by the Promoter in order to maintain, repair and replace the signage at the costs of the Promoter.

28.4. **Lien and Charge of the Promoter:** Notwithstanding anything contained herein, the Promoter 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.

28.5. **Dispute Resolution:**

28.5.1. 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.

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28.5.2. Subject to what is provided in the above Clause [28.5.1], 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.

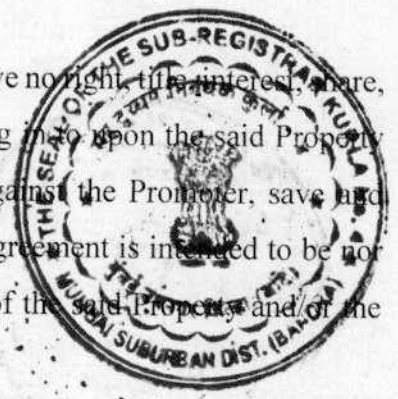
28.6. **Jurisdiction:** Subject to what is provided in Clause [28.5], the Courts in Mumbai shall have exclusive jurisdiction to try and entertain all disputes between the Parties hereto arising out of this Agreement or otherwise pertaining to the said Premises.

28.7. **No 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 or upon the said Property and/or the Proposed Building and/or otherwise howsoever against the Promoter, 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 and/or any part thereof.

28.8. **No Waiver:** Any delay or indulgence shown by the Promoter in enforcing the terms of agreement or any forbearance or giving of time to the Purchaser/s shall not be constructed as a waiver on the part of the Promoter 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 Promoter hereunder or in law.

28.9. **Stamp Duty and Registration Charges:** The stamp duty and registration charges in respect of this Agreement as well as other documents executed hereafter shall be borne and paid by the Purchaser/s only to the exclusion of the Promoter; and the Promoter is not and shall not be liable to and/or be called upon to contribute anything in that behalf.

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28.10. 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.

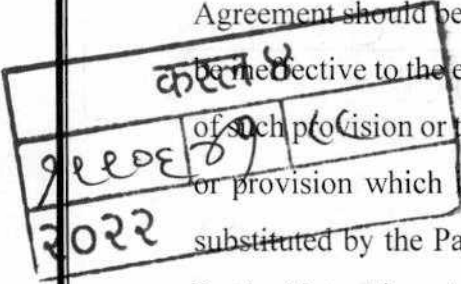
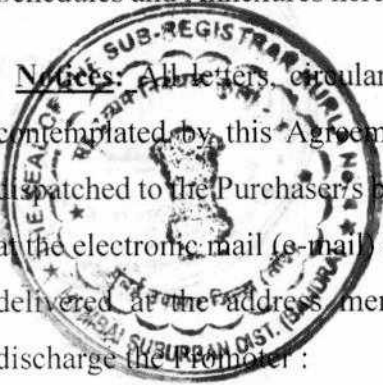
28.11. Entire Agreement: The Parties hereto acknowledge, declare and confirm that this Agreement represents the entire and only agreement between themselves regarding the subject matter hereof and no modifications hereto shall be valid and binding unless the same are reduced to writing and signed by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

28.12. 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 the Schedules and Annexures hereto and shall be ignored in construing and interpreting the same.

28.13. 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 Promoter or hand delivered at the address mentioned in Page No.1 and shall effectually and completely discharge the Promoter:



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THE FIRST SCHEDULE OF THE PROPERTY

All that piece and parcel of land admeasuring about 851.40 Sq. Mtrs, bearing C.T.S. No. 740, 740/1 to 3, 741, 741/1 to 741/4 of Village Kanjur, Datar Colony, Bhandup (East), Mumbai – 400 042, together with old structure standing thereon and known as “RukhminiNiwas” and “AnusayaNiwas”, within the limits of “S” Ward, Municipal Corporation of Greater Mumbai.

ON TOWARDS EAST : By CTS NO-739
ON TOWARDS WEST : By EXISTING 9.15 MT. WIDE ROAD
ON TOWARDS SOUTH : By CTS NO- 755 & 756
ON OR TOWARDS NORTH : By EXISTING 9.15 MT. WIDE ROAD

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WIDE ROAD	

THE SECOND SCHEDULE OF THE PROPERTY

All that piece and parcel of **Flat No. 403, wing A on the Fourth Floor**, admeasuring **265 Sq. ft. Carpet area**, situate and lying in the building known “**BHAVANI PLAZA**” situated at **Datar Colony, Bhandup (East), Mumbai – 400042**, lying and being at **C.T.S. No. 740, 740/1 to 3, 741, 741/1 to 741/4 of Village Kanjur, Taluka Kurla**, in the registration District and Sub-District of Mumbai City and Mumbai Suburban District and falling within the limits of “S” ward of Brihanmumbai Mahanagar Palika.



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).

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THE THIRD SCHEDULE ABOVE REFERRED TO
PART A - LIMITED COMMON AREAS

1. Limited common areas as mentioned herein which are exclusively allotted to those units who have access to such architectural projections through such Units.
2. Partition walls between the two units shall be limited common property of the said two units.
3. The scooter parks, car parks and basement (if any) and terrace on top of the building and portions thereof will be allotted to specific unit purchaser/s by the Promoter as per their discretion or may be reserved by the Promoter for its exclusive use.
4. Terrace adjacent to the units, if any, shall exclusively belong to such respective units if so specifically allotted by the Promoter. Terrace of the Proposed Building shall exclusively belong to the Promoter.
5. Other exclusive and limited common areas and facilities as mentioned in this Agreement.

PART B - COMMON AREAS

1. Centralised air-conditioned lobby on the ground floor.
2. Common infrastructure for dish or data cable (as may be decided by the Promoter), however, fees and charges for these services will be borne by the unit purchasers/occupants.
3. All the lift lobbies and passages are mechanically ventilated.
4. Power back-up for all common areas including lifts.
5. Mechanical car parking systems.
6. Refuge areas.
7. Ground level plus such levels of parking of the Proposed Building as may be permitted.
8. Front open space described in the First Schedule above.
9. Entrance lobby of the Proposed Building.
10. Staircase columns in the Proposed Building.
11. Common drainage, water and electrical lines of the Proposed Building.
12. Common water storage tanks and water reservoirs and plumbing machinery, pumps etc. in relation to the Proposed Building.
13. Fire fighting tanks, hydrants, fire lift, fire escape chutes, sprinklers.
14. Compound walls, fencing and gates of the Proposed Building.
15. Building maintenance unit for façade.



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

SIGNED AND DELIVERED)

By the within named Promoter:)

BHAVANI CONSTRUCTION CO.)

Through its Proprietor -)

Mr. V. R. CHAUDHARI)





in the presence of)

1. Ashpak Latib Mulani

2. Umesh Nishad

Umesh Nishad.

For Bhavani Construction Co.

SIGNED AND DELIVERED)

By the within named Purchaser/s)

MRS. POONAM UMESH NISHAD)

PAN : ENWPK9831A)



in the presence of)

1. Ashpak Latib Mulani

2. Umesh Nishad.

Umesh Nishad

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LIST OF ANNEXURES

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ANNEXURE	DETAILS
Annexure 'A'	Property Register Cards and Plan with marled red colour boundary
Annexure 'B'	IOD
Annexure 'C'	Commencement Certificate
Annexure 'D'	Photocopy of the Title Report dated 3 rd July 2013 of M/s. Aapte & Co.
Annexure 'E'	Typical Floor Plan, showing said Unit in red colour shades
Annexure 'H'	Details of Purchase Price and Payment Schedule
Annexure 'HI'	Details of other payment and deposit and miscellaneous amount payable under this agreement
Annexure 'I'	Internal Amenities contained in the said Unit



ANNEXURE 'H1'

Other Charges to be paid at the time of possession	
Development Charges	5,75,000/-
Infrastructure Charges	2,00,000/-
CAM to be paid in Adv. for 12 Months (to society)	1,38,000/-
Society Corpus Fund (to society)	----- --
Total Other Charges (C)	50,000/-
Parking slot Allotted/reserved with this Unit	500000/-

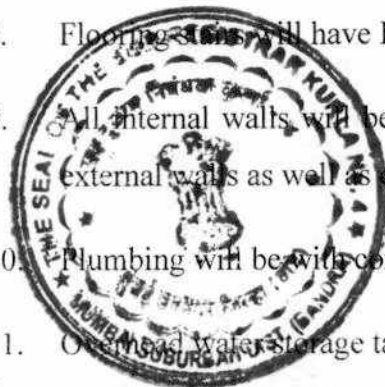
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ANNEXURE "I"ANNEXURE "I-1" (GENERAL SPECIFICATIONS)

1. The building shall be RCC structured with a AAC cement light weight blocks in cement mortar for panel and partition walls, slabs of roof in the building.
2. Walls will be finished with cement with POP.
3. Externally all walls and RCC structure will be finished with sand faced cement plaster or rough coat plaster.
4. All rooms will be provided with best standard/branded vitrified tiles (2' x 2') flooring as well as same coloured skirting.
5. Firefighting system should be provided as per requirements and rules of M.C.G.M.
6. Passenger lift of reputed branded make will be provided.
7. Staircase steps will be provided with polished green Kota.
8. Flooring will have RCC as well as Handrail.
9. All internal walls will be finished with oil bound luster, ceiling with white wash and all external walls as well as concrete surface with cement plaster with water proof point.
10. Plumbing will be with concealed ½" branded G.I/u. p. v. c. pipe
11. On-site water storage tank sufficient permissible capacity with partitioned walls.
12. Adequate number of water taps will be provided in bathroom / Toilet /kitchen. Geyser point along with mixer unit bathroom.
13. Half turn cock will be provided in TOILET/WC/BATHROOM.
14. Paving block of good quality and durability will be provided in parking area.
15. Cooking platform with granite stone & stainless steel sink and glazed tiles dado up to the beam bottom level in face of kitchen will be provided in the kitchen.
16. Antiskid tiles will be provided in each toilet /bathroom or polished flooring contrast glazed tiles dado up to the loftier level will be provided in the bathroom/Toilet.
17. The building will have compound wall of 5' height above ground level.
18. The building will be providing decorative entrance main lobby and staircase (decorative appearance)



ANNEXURE "I-2" (ELECTRICAL)

1. The building will provide copper metal electrical branded concealed wiring with ISI mark in each of the flat of appropriate sections.
2. The building will be provided branded electrical system and plug with provision of main switch unit near the common electricity board.
3. The building will be provided enclosed Cabin for electric meters.
4. The building will lay electrical cable connecting M.S.E.B. DP BOX via Main road to the building meter box.
5. To provided sufficient lighting system around the building & street light.
6. To provided light point at each landing of the staircase.
7. To provided appropriate facility for internal telephone as well as T.V. Cable/Internet. In laving / hall only.
8. The building will provide branded electrical installation with ISI mark as per detail given below:
 - a) Living Room-02 light point + 01 Fan points + 01 Call bell + 01 TV Point + Telephone point + 02 Plug Points
 - b) Bed Room (each) -02 Light Points + 01 Fan Points + 02 Plug Points + 01 Power Point (FOR A.C)
 - c) Kitchen - 02 Light Points + 01 Fan Points + 02 power point + 01 mixer-point + 01 Exhaust fan point.
 - d) Bath room / Toilet -01 Light Points + 01 power point (for geyser) + 01 Plug Points + 01 power point (for washing machine).
 - e) Common Passage - 01 light point.
 - f) Wash basin - 01 light point.

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ANNEXURE "I-3" (AMENITIES)

1. The building will provide collapsible shutter at ground floor at main entrance of the building.
2. The building will provide decorative main flush doors with main doorbell handle, peep hole and night latch in each flat.
3. The building will provide ionized aluminum strong sliding window with frame along with glasses in each flat with marble under frame to avoid tightening.
4. The building will provide M.S. strong main gate at entrance of building plot.

