

AGREEMENT FOR SALE

FOR UNIT NO. _____ ON THE _____ FLOOR

IN

PARINEE EMINENCE - PHASE 1

DATED _____ 2018

AGREEMENT FOR SALE

THIS AGREEMENT is made and executed at Mumbai, on this _____ day of _____ in the Christian Year Two Thousand and Eighteen

BETWEEN:

M/s. Om Omega Shelters, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 and having its principal place of business at 34-B, Jolly Maker Chambers – II, Nariman Point, Mumbai - 400 021, hereinafter referred as “**the Developer**” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said firm, its present partners, its partners from time to time and their survivors and the heirs, executors, administrator and assigns of the last surviving partner) of the **ONE PART**;

AND

[•] Limited, a company incorporated under the provisions of the Companies Act, 1956 and governed by the Companies Act, 2013 having its registered office at [•] hereinafter called “**the Purchaser/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns of the **OTHER PART**):

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

WHEREAS:

- A. The Developer is entitled to redevelop all that piece and parcel of land and ground bearing C.S. Nos. 2/136 (part), 110 (part) and 109 (part) of Lower Parel Division and in the registration district of Mumbai admeasuring in the aggregate approximately 10,067.58 square meters and lying, being and situate at the junction of Dainik Shivner Marg and Manjerakar Lane at Worli, Mumbai 400 018 and more particularly described in the Schedule hereunder written and shown as marked in red colour boundary lines on the Plan hereto annexed as Annexure ‘A’ (hereinafter referred to as “**the Said Property**”). Hereto annexed as Annexure ‘A1’ is the copy of the CS extract of the Said Property.
- B. The Developer is undertaking redevelopment of the Said Property under the provisions of Regulation 33 (10) of the Development Control Regulations for Greater Mumbai, 1991 (hereinafter referred to as “**the DCR**”). It is hereby clarified that the term “DCR” wherever the same appears hereinafter shall be deemed to mean the Development Control Regulations for Greater Mumbai, 1991 and any statutory modifications or re-enactment thereof. Any provisions of the DCR, as may be referred to herein, shall in case of amendment or re-enactment of the DCR be deemed to be references to the corresponding provisions (to the extent applicable) of the amended/reenacted DCR.
- C. The Said Property is a censused slum area as per the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971.
- D. The Municipal Corporation of Greater Mumbai (hereinafter referred to as “**the MCGM**”) has formulated and approved a policy for the re-development of Slums (hereinafter referred to as “**the Said Policy**”) through participation of slum dwellers under the slum rehabilitation scheme as per the provisions contained in Regulation 33 (10) of the DCR, which has been approved by the Government of Maharashtra. The term “**the Said Policy**” wherever the same appears hereinafter, shall also mean to include all additions, alterations and modifications made thereto from time to time;
- E. The Slum Rehabilitation Authority (hereinafter referred to as “**the SRA**”) is designated as the Planning Authority, under the provisions of the Maharashtra Regional and Town Planning Act, 1966, for implementing the Said Policy in Mumbai.
- F. The Said Property was occupied by 753 (Seven Hundred and Fifty Three) slum structures which are occupied by various slum dwellers as per Annexure II issued by the Municipal Corporation of Greater Mumbai (hereinafter referred to as “**the Slum Dwellers**”).

- G. All the Slum Dwellers had in furtherance of their intent to get the Said Property redeveloped under the Said Policy, agreed to form themselves into various proposed co-operative societies/association as follows:
- (i) Shiv Ganesh Co-operative Housing Society (Proposed);
 - (ii) Shiv Sainath Co-operative Housing Society (Proposed);
 - (iii) Shri. Ganesh Krupa Commercial Welfare Society (VLT); and
- (hereinafter collectively referred to as “**the Proposed Societies**”).
- H. The Developer has negotiated with each of the Proposed Societies, and has executed the requisite Development Agreements with each of the Proposed Societies, where under each of the Proposed Societies have appointed the Developer as a developer for undertaking the redevelopment of the Said Property under the Said Policy.
- I. The Developer is thus appointed as the developer by the Proposed Societies formed by the Slum Dwellers occupying the Said Property in accordance with the provisions of Regulation 33 (10) in respect of the Said Property and thus became entitled to redevelop the same under the Said Policy.
- J. The Developer thereafter prepared and submitted the requisite scheme for the redevelopment of the Said Property to the SRA and in pursuance thereof, the concerned authorities have issued requisite the Annexure I, Annexure II and Annexure III to the Developer for redevelopment of the Said Property.
- K. As per the Annexure II issued by the SRA, out of the 753 (Seven Hundred and Fifty Three) Slum Dwellers occupying the slum structures on the Said Property, 500 (Five Hundred) Slum Dwellers are declared as protected structures under the Said Scheme and are declared as eligible for rehabilitation. Out of the 500 (Five Hundred) eligible slum structures, 398 (Three Hundred and Ninety Eight) slum structures are residential structures, 80 (Eighty) slum structures are commercial structures, 21 (Twenty One) slum structures are residential-cum-commercial structures and 1 (One) structure is designated as an Ex. Amenities structure.
- L. The Said Property is government land belonging to the MCGM. Accordingly, as per the provisions of the Said Scheme, a person undertaking a redevelopment scheme under the provisions of Regulation 33 (10) of the DCR has to pay a premium to the SRA for the purpose of undertaking redevelopment thereof. Accordingly, By and under a letter dated 23rd August, 2011, the SRA has prescribed the amount of premium payable by the Developer to the SRA for the purpose of redevelopment of the Said Property as Rs.26,01,88,000/- (Rupees Twenty Six Crores One Lac and Eighty Eight Thousand Only) and the 3 (three) installments in which such premium is to be paid by the Developer to the SRA (hereinafter referred to as “**the Premium**”). The Developer has already made payment of the first installment of the Premium of Rs.3,90,28,200/- (Rupees Three Crores Ninety Lacs Twenty Eight Thousand and Two Hundred Only) to the SRA on 23rd August, 2011, the second installment of the Premium of Rs.6,50,47,000/- (Rupees Six Crores Fifty Lacs Forty Seven Thousand Only) to the SRA on 2nd January, 2012 and the third installment of the Premium of Rs.15,61,12,800/- (Rupees Fifteen Crores Sixty One Lacs Twelve Thousand and Eight Hundred Only) to the SRA on 14th June, 2013.
- M. Against receipt of the first installment of the Premium by the SRA, the SRA had issued a Letter of Intent dated 24th August, 2011 bearing number SRA/ENG/832/GS/ML/LOI in favour of the Developer. Pursuant thereto, the SRA has issued a Revised Letter of Intent to the Developer dated 6th March, 2012 bearing number SRA/ENG/832/GS/ML/LOI in favour of the Developer for undertaking redevelopment of the Said Property. Subsequently, the SRA issued another Letter of Intent dated 8th September, 2017 (in continuation of the earlier Letter of Intent dated 6th March, 2012) (collectively “**said Letter of Intent**”). Copies of the said Letter of Intent issued by the SRA are annexed hereto and marked collectively as **Annexure ‘B’**. The Developer has informed the Purchaser/s and the Purchaser/s hereby agrees and confirms that the said Letter of Intent shall be modified, amended and may be reissued from time to time with changes including FSI as may be approved and sanctioned by the SRA.
- N. Pursuant thereto, the SRA approved the plans for construction of the building to be constructed on the Said Property and issued in favour of the Developer, an Intimation of

Approval dated 3rd January, 2012 bearing number SRA/ENG/2743/GS/ML/AP as amended further on 18th September, 2017 in respect of the building which would comprise the rehabilitation units of the eligible Slum Dwellers (hereinafter referred to as “**the Proposed Rehab Building**”) and another Intimation of Approval dated 4th January, 2012 bearing number SRA/ENG/2766/GS/ML/AP read with another Intimation of Approval dated 20th November, 2015 bearing number SRA/ENG/2766/GS/ML/AP and further read with another Intimation of Approval dated 15th November, 2017 in respect of the building, which would comprise the free sale area (which the Developer is entitled to sell in the open market) (hereinafter referred to as “**the Proposed Sale Building**”) and thereby approved plans for building to be constructed on the Said Property. Annexed hereto and marked as **Annexure ‘C1 and C2’** are the copies of the said Intimation of Approvals dated 3rd January, 2012, 18th September, 2017, 4th January, 2012, 20th November, 2015 and 15th November, 2017 issued by the SRA.

- O. In accordance with the approved plans and the afore recited Intimations of Approval, the Developer would be constructing two separate and distinct buildings on the Said Property being the Proposed Rehab Building and the Proposed Sale Building. The Proposed Rehab Building and the Proposed Sale Building to be constructed on the Said Property are presently proposed to be constructed on distinct portions thereof as shown in the plan annexed hereto and marked as **Annexure ‘D’** hereto. For the sake of brevity, the portion of land on which the Proposed Rehab Building is presently proposed to be constructed is hereinafter referred to a “**the Rehab Portion**” and the portion of land on which the Proposed Sale Building is presently proposed to be constructed is hereinafter referred to a “**the Sale Portion**”. The Developer in its sole discretion and in the interest of the overall project of redevelopment of the Said Property be entitled, subject only to the requisite approval of the SRA being obtained, to increase or reduce the areas of the Rehab Portion and the Sale Portion in such manner as the Developer may deem fit and proper. The terms “**the Rehab Portion**” and “**the Sale Portion**”, wherever the same appear hereinafter shall be deemed to mean such amended areas of the Rehab Portion and the Sale Portion, if amended by the Developer. The Purchaser/s hereby confirm/s having understood that the earmarking of the Rehab Portion and the Sale Portion as set out in this Agreement is only tentative and subject to change. In accordance with the approved plans and the amended plans to be approved hereafter, the Developer has commenced constructing 2 (two) (or more) separate and distinct buildings on the Said Property, being the Proposed Rehab Building, the Proposed Sale Building and other structures as permitted from time to time (hereinafter collectively referred to as “**the Project**”). It is 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, as proposed by the Developer, comprising of construction of the Proposed Rehab Building and the Proposed Sale Building and other structures, as envisaged by the Developer.
- P. The SRA has thereupon issued a Commencement Certificate dated 5th January, 2013 bearing number SRA/ENG/2743/GS/ML/AP and thereby has permitted the Developer to commence construction of the Proposed Rehab Building on the Rehab Portion and a Commencement Certificate dated 17th June, 2013 bearing number SRA/ENG/2766/GS/ML/AP and thereby has permitted the Developer to commence construction of the Proposed Sale Building on the Sale Portion. Copies of the said Commencement Certificates dated 5th January, 2013 and 17th June, 2013 are annexed hereto and marked as **Annexures ‘E1’ and ‘E2’**. The said Letters of Intent, said Intimations of Approval and said Commencement Certificate shall be hereinafter collectively referred to as the “**Building Approvals**”.
- Q. One Lokhandwala Infrastructure Private Limited (who is the erstwhile developer appointed by the Proposed Societies for the slum project on the Said Property and whose termination by the Proposed Societies has been approved by the CEO, SRA) (hereinafter referred to as “**LIPL**”) had initiated certain litigation against the Proposed Societies and the Developer. Several proceedings were filed by LIPL, out of which two Suits being Suit Nos. 1108 of 2011 and 1163 of 2011 (“**Said Suits**”) and two appeals were filed before the Hon’ble High Court of Judicature at Bombay as set out herein below. In the course of such proceedings filed by LIP, the Learned Single Judge of the Hon’ble Bombay High Court by its Orders dated 5 April, 2011 passed in the Said Suits refused to grant any ad-interim reliefs to LILP in the Said Suits. Being aggrieved with the above Orders, two separate Appeals, being Appeal (L) Nos. 234 and 235 of 2011 were filed by LIPL. By an Order dated 7th May, 2011

passed by the Division Bench of Hon'ble High Court of Judicature at Bombay in Appeal (L) Nos. 234 and 235 of 2011 filed by LIPL against orders dated April 5, 2011 passed in the notices of motion in Suit (L) No. 813 of 2011 and Suit (L) No. 814 of 2011 (hereinafter referred to as "**the Said Order**"), said two Appeals were dismissed by confirming the Order dated April 5, 2011. As per the Said Order, the Hon'ble Court has directed the Developer not to create sell, transfer, alienate, encumber or otherwise deal with or part with possession to the extent of 15,000 square feet of the area of free sale component then available for construction on the Said Property till final disposal of the Notices of Motion in the Said Suits. A copy of the Said Order is annexed hereto and marked as **Annexure 'F1'**. Being Aggrieved, LILP filed an SLP impugning the Hon'ble Court's Orders dated May 7, 2011 passed in Appeal (L) Nos. 234 & 235 of 2011 and in one Writ Petition (L) No. 852 of 2011 which was also filed by LIPL. The Hon'ble Supreme Court by a common Order confirmed both the Orders dated May 7, 2011 and held that "We are further of the view that the Division Bench of the High Court did not commit any error by dismissing the writ petition filed against the order passed by Chief Executive Officer, Slum Rehabilitation Authority, Mumbai because the petitioner did not have the consent of 70% of the slum dwellers and without such consent it could not be allowed to implement the Slum Rehabilitation Scheme. The Special Leave Petitions are accordingly dismissed." Pursuant to an Order dated 10th August 2015 passed by Bombay High Court, Notice of Motion No.1516/2011 in Suit No.1108/2011 and Notice of Motion No.1551/2011 in Suit No.1163/2011 are disposed in Appeal (L) Nos.235 & 234/2011 in terms of the order of the Division Bench dated 7th May, 2011 in Appeal (L) Nos. 235 & 234/2011. It is to be noted that pursuant to Order dated 30th October 2014, the Hon'ble Bombay High Court decided on the preliminary issue of jurisdiction in relation to the Said Suits. Further, Appeal No. APP/567/2015 and Appeal No.769 of 2014 (Lodging) (in Notice of Motion No.1516 of 2011 in Suit No.1108 of 2011) were accordingly filed by the Proposed Societies and the Developer. By an Order dated 20th January, 2016, the Hon'ble Division Bench of the Bombay High Court passed an Order directing on the one hand that the preliminary issue (under Section 9A of the Code of Civil Procedure) be heard in March 2016 and at the same time directing the Petitioner to pursue the Suit proceedings by erroneously holding that, "The appellants to file written statement within six weeks from today. This, however, shall be subject to the result of the appeals." Being aggrieved, the Developer then preferred a Special Leave Petition impugning the above Order dated January 20, 2016 passed by the Hon'ble Bombay High Court Division Bench in SLP (C) Nos. 3775 of 2016. The Hon'ble Supreme Court of India by way of its Order directed the Hon'ble Bombay High Court to hear the above Appeal No. 567 of 2015 in an expeditious manner on March 22, 2016. By an Order dated July 18, 2016, the Division Bench of the Hon'ble Bombay High Court held that the issue of legality and validity of termination of the suit agreement will have to be decided by the Civil Court thereby, disposing of the said Appeal. Aggrieved by the above, the Developer filed a Special Leave Petition No. 38298 of 2016 challenging the Judgment and Order dated 18 July 2016 passed by the Hon'ble Division Bench of the High Court of Judicature at Bombay in Appeal No. 567 of 2015 filed by the Developer. By an Order dated February 6, 2017, the Hon'ble Supreme Court was pleased to direct the Hon'ble Bombay High Court to "make an endeavour to decide the suit expeditiously preferably within eighteen months from today". The Developer has also disclosed all other litigations and proceedings to the Purchaser/s.

- R. At present the Floor Space Index (hereinafter referred to as "**FSI**") is available in respect of the Said Property for construction of the Proposed Rehab Building and the Proposed Sale Building as aforesaid.
- S. It is clarified that as per the existing Building Approvals, only a part of the presently available development potential of the Said Property is being utilised and the Developer shall from time to time be making applications to the SRA for amendments to the approved plans and for issuance of further Intimations of Disapproval/Approval and further Commencement Certificates such that the entire available development potential of the Said Property is completely consumed in the course of construction of the new buildings on the Said Property and accordingly, the plans for construction of the new buildings on the Said Property are subject to further modifications. It is further clarified that in the course of construction of the new building, the Developer shall be consuming on the Said Property maximum permissible development potential as per the provisions of the DCR including but not limited to the following:

- (i) entire development potential available for consumption on the Said 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 of acquiring of FSI by way of payment of premium to the Government of Maharashtra or any other statutory authorities including but not limited to the MCGM and SRA;
- (iii) entire development potential available for consumption on the Said Property by way of loading Transferable Development Rights (hereinafter referred to as “**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 Developer so deems fit); and
- (v) entire development potential available to the Developer under the provisions of Regulation 33 (10) of the DCR including but not limited to additional FSI as may be available due to declaration of the Slum Dwellers (who are presently declared to be ineligible for rehabilitation) as eligible for rehabilitation under the Said Policy.

In accordance with the Building Approvals and further amendments thereto as stated hereinafter the Developer would be constructing on the Sale Portion the Proposed Sale Building viz. to be known as “Parinee Eminence - Phase 1” viz. a new multistoried commercial building as more particularly described in **Annexure “E3”**. It is proposed that the Proposed Sale Building will comprise of such number of floors as may be permitted by the relevant authority to the Developer subject to applicable laws.

- T. It is clarified and explained by the Developer to the Purchaser/s that as per the LOI issued by the SRA, the Developer is required to handover to the SRA the Amenity tenements viz., 5 (five) Balwadis, 5 (five) Welfare Centres, 5 (five) society offices and a library free of costs (hereinafter referred to “**the Government Constructed Units**”). Presently as per the existing Building Approvals, no units for the rehabilitation of Project Affected Persons (hereinafter referred to as “**PAP Tenements**”) are to be handed over to the Government/SRA. However, in the event if due to any modifications in the Building Approvals, any additional PAP Tenements are to be handed over to the Government/SRA, then and in such an event, the term Government Constructed Units, wherever the same appears hereinafter, shall be deemed to mean and include the PAP Tenements as well. Accordingly, it is presently proposed that the Developer shall be constructing the Government Constructed Units as a part of the Proposed Rehabilitation Building. However, the Developer has clarified that the Developer may construct the same as one or more separate structure/s on the Said Property and handover the same to the concerned authorities. The Purchaser/s confirm that he/she/they have understood the same and shall have no objection with regard thereto in any manner whatsoever and howsoever arising.
- U. Accordingly, the Developer has commenced construction of the Proposed Sale Building on the Sale Portion of the Said Property comprising of various units which would be capable of being used for its permitted purpose in accordance with the Building Approvals and future amendments thereto shall construct the same as per the future amendments to the existing building approvals as may be obtained by the Developer from time to time.
- V. The Developer has entered into an Agreement as prescribed by the Council of Architects appointing the Architects, DOT Architect and Consultant Combined, registered with the Council of Architects and have also appointed JW Consultants LLP as structural Designers/consultants for preparing structural design and drawings and specifications of the Proposed Sale Building. The Purchaser/s accept/s the professional supervision of the said Architects and the said Structural Engineer till the completion of the Proposed Sale Building unless otherwise changed by the Developer.
- W. The right and entitlement of the Developer to develop the Said Property has been set out in the Title Report dated _____ and a copy of the said Title Report is annexed hereto and marked as **Annexure ‘G’**. The Developer has also disclosed and furnished all the relevant documents to the Purchaser/s including LOI reports issued by the SRA, undertakings executed in favour of the authorizes including registered undertakings dated 18th February,

2013 and 17th July, 2017 and the Purchaser/s agrees to be bound by the conditions of the same.

- X. The Developer has registered the said Project of development 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, under registration no. _____. A copy of the Project Registration Certificate issued by the Maharashtra Real Estate Regulatory Authority in respect of the said Project, is annexed hereto and marked as **Annexure ‘G1’**.
- Y. The Developer has informed the Purchaser that amongst other properties, the development rights of the Developer in relation to the Said Property and the Said Unit (as hereinafter defined) are mortgaged to: (a) Catalyst Trusteeship Limited for the benefit of the debenture holders by way of Debenture Trust Deed dated 10th January, 2017 duly registered with the Joint Sub Registrar Mumbai City-1 under Serial No. BBE1-109-2017 and (b) ECL Finance Limited by and under a registered Indenture of Mortgage dated 11th January, 2017 BBE1-128-2017 and (c) ECL Finance Limited by and under a registered Indenture of Mortgage dated _____ registered under Sr. No. _____ (collectively “**Lenders**”). The Developer declares that the Lenders have the charge and lien over, inter alia, the Said Unit, and the Developer hereby undertakes to obtain a No Objection Certificate from the Lenders with regard to the Said Unit in favour of the Purchaser/s. All the monies receivable i.e. the Purchase Price (as defined below) and other receivables as required by the Developer and mentioned in this Agreement shall be credited to the account details mentioned below:-

| | |
|--------------|--|
| Account Name | |
| Account Type | |
| Account No | |
| Bank Name | |
| IFSC Code | |

- Z. The Developer has informed the Purchaser/s that it has obtained no objection from the Lenders to sell and transfer the Said Unit to the Purchaser on “ownership” basis”. Annexed Hereto and marked as **Annexure ‘G2’** is a copy of the Letter addressed by the Lenders in respect of the aforesaid No objection;
- AA. The Purchaser/s has/have approached the Developer for acquiring a commercial unit in the Proposed Sale Building, as more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as “**the Said Unit**”). The Said Unit is hatched on the typical floor plan annexed hereto as **Annexure ‘H’**.
- BB. The Said Unit forms a part of the free sale area, which the Developer is entitled to sell to third parties under the terms of the Building Approvals.
- CC. The Purchaser/s has/have taken inspection of all the documents of title relating to the Said Property including copies of the 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 Developer to develop the Said Property by construction of the Proposed Rehab Building and the Proposed Sale Building thereon and to enter into these presents.
- DD. The Purchaser/s has/have demanded and has also taken inspection of the orders and the aforesaid existing approvals issued by the SRA 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 Developer under 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**”);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 all other relevant documents and papers pertaining to the Said Property and the Project.

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

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

1. 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. DEVELOPER TO CONSTRUCT THE PROPOSED SALE BUILDING:

The Developer shall construct the commercial Proposed Sale Building to be known as 'Parinee Eminence - Phase 1' as per the approved plans and further comprising of such additional structures/floors as may be sanctioned hereafter by the concerned authorities on the Said Property as recited above in accordance with the plans, designs, specifications approved by the SRA, 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 Developer may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any them. Provided that the Developer 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:

- (i) In consideration of the Purchase Price as mentioned in Annexure 'I' hereto agreed to be paid by the Purchaser/s to the Developer's designated account in the manner contained in Annexure 'I' hereto, the Developer hereby agrees to sell to the Purchaser/s and the Purchaser/s hereby agree/s to purchase and acquire from the Developer the Said Unit as more particularly described in the Second Schedule hereunder in the Proposed Sale Building being constructed on the Sale 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 in common as specified in Part A and Part B respectively of the Third Schedule hereunder written (all of which aforesaid rights and entitlements of the Developer agreed to be sold hereunder are hereinafter collectively referred to as "**the Said Premises**").
- (ii) The Purchaser hereby represents, warrants and declares to the Developer that the Purchaser has the financial capacity to bear and pay the Purchase Price and all other amounts stated herein.
- (iii) The said amount of the Purchase Price referred to hereinabove, excludes all taxes (comprising inter alia of tax paid or payable by the Developer by way of value added tax or service tax or goods and services taxes and cess and any other similar taxes, which may be levied, in connection with the construction and development of and carrying out the Project payable by the Developer) up to the date of handing over possession of the Said Unit, as elaborated herein below.
- (iv) The said amount of Purchase Price is non-escalatory, save and except in the event of any increase in the development charges or any other charges payable by the Developer to the SRA or MCGM or any other governing authorities. In the event of such escalations in the Purchase Price, as a result of the aforesaid events, then the Developer shall enclose a copy of the relevant notifications, circulars etc.

together with the demand letter issued by the Developer to the Purchaser/s for the escalated Purchase Price.

- (v) The Developer may allow, in its discretion a rebate for early payments of the installments of the Purchase Price payable by the Purchaser/s 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 Developer. The term “Agreed Interest Rate”, wherever the same appears in this Agreement shall be deemed to be a reference to the Interest Rate as mentioned in Rule 18 of the RERA Rules.
- (vi) It is clarified that the amount/quantum of the Purchase Price as mentioned in Annexure ‘I’ is arrived at and agreed upon between the Parties after considering the installments (and milestones) for payment of the Purchase Price as set out in Annexure ‘I’ hereto; and accordingly, the installments (and milestones) for payment of the Purchase Price, as set in Annexure ‘I’ hereto have been mutually agreed upon at after considering and negotiating the quantum of the Purchase Price, as arrived at and recorded herein. The Purchaser/s shall not by virtue of making timely payment of the installments of the Purchase Price (as per Annexure ‘I’ hereto), seek to claim or be entitled to claim any rebate or discount on the Purchase Price pursuant to Clause 3(v) hereof.
- (vii) All amounts towards the Purchase Price shall be deposited by the Purchaser/s in the Bank Account opened with [_____] Bank, [_____] Branch in the name of [_____] bearing account no. [_____] and all the cheques/demand drafts etc. towards the Purchase Price payable hereunder by the Purchaser/s to the Developer, shall be drawn by the Purchaser/s in favour of and payable to the credit of “[_____]”, unless contrary written instructions are issued by the Developer to the Purchaser/s requesting the Purchaser/s to deposit such amount in any other bank account.
- (viii) The Purchaser/s is/are required to deduct tax @ 1% on the Purchase Price as per the income tax notification dated 31st May 2013 and under section 194-IA of the Income Tax Act, 1961.
- (ix) The Purchaser/s is required to deduct tax @ 1% on the Purchase Price as per the Income Tax Notification dated 31st May 2013 and under section 194-IA of the Income Tax Act, 1961 (hereinafter referred to as the “1% TDS”). In this regard, the Purchaser/s hereby irrevocably agrees and undertakes:
 - (a) to deposit the 1% TDS to the concerned authorities latest by 7th day of the subsequent month after the Purchaser/s has made the payment of the Purchase Price or any installment thereof;
 - (b) to issue the 1% TDS certificate to the Developer within 15 days of due date of making the payment but no later than 22nd of the subsequent month after the Purchaser/s has made the payment of the Purchase Price or any installment thereof; and
 - (c) If the Purchaser/s fails to comply with their obligations referred to in this clause within the stipulated timeframe then in addition to any other remedy that may be available with the Developer under this Agreement (including right to terminate this Agreement) or under law, the possession of the Said Unit shall not be handed over by the Developer to the Purchaser/s.

4. DEFAULT OR FAILURE IN PAYMENT OF PURCHASE PRICE:

- (a) Notwithstanding anything contained in this Agreement, it is specifically agreed between the Parties hereto that:
 - (i) Time for making the payments of the installments as mentioned in Annexure ‘I’ is strictly of the essence of this contract and any delay by the Purchaser/s in making the said payment/s shall forthwith render this Agreement terminable at

the sole and exclusive option of the Developer without any further act and/or reference and/or recourse to the Purchaser/s and in the event of the Developer so terminating this Agreement, the Developer shall be entitled to forfeit 10 % (ten percent) of the amount of the total Purchase Price as receivable by the Developer from the Purchaser/s hereunder; and thereupon the Developer shall also be free and entitled in its own right to deal with the Said Unit and the Developer's rights therein, in any manner as the Developer in its 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 Developer to the Purchaser/s regarding such termination shall effectively terminate this Agreement and thereupon the Purchaser/s shall have no right, title, interest, share, claim or demand in to or upon the said Premises and/or any part thereof and/or otherwise against the Developer in any manner whatsoever and howsoever arising. The refund pursuant to the termination as provided in this Clause shall be made (without any interest thereon) within 6 (six) months of the sale by the Developer of the Said Unit or completion of the construction of the entire Proposed Sale Building, whichever is earlier. The amount of refund in such an event shall further be after deduction of any taxes paid and other amounts expended by the Developer pursuant to this Agreement (including inter alia any brokerage charges paid by the Developer in pursuance of the transaction recorded in this Agreement) and other amounts payable by the Purchaser/s hereunder as may be payable up to the date of termination as well as the costs incurred by the Developer in finding a new willing acquirer/transferee who may acquire the Said Unit (including brokerage charges as may be incurred by the Developer in that behalf).

- (b) The Purchaser/s hereby agree/s and undertake/s that he/she/they is/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 Developer/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 Developer PROVIDED HOWEVER THAT the Developer shall not exercise the aforesaid right of termination as provided under this Clause [4] unless and until a notice of 15 (Fifteen) days demanding payment of the due installment is given to the Purchaser/s at the address of the Purchaser/s as set out hereinafter 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 Developer in its sole and absolute discretion may (without being obliged or being bound to do so), instead of terminating this Agreement as aforesaid, permit the Purchaser/s to pay the said installments after their respective due dates but 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).
- (c) In the event of any delayed payment being received by the Developer from the Purchaser/s, the Developer shall notwithstanding any instructions to the contrary by the Purchaser/s accompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Purchaser/s in respect of the delayed payment and thereafter towards the principal amount of the delayed payment.

5. DEVELOPER TO COMPLY WITH APPROVALS AND STATUTORY CONDITIONS:

- (i) The Developer hereby agrees to observe, perform and comply with all the terms, conditions and restrictions, if any, which may have been imposed by the SRA and any other concerned local authority at the time of sanctioning the plans or thereafter and that the Developer shall before handing over possession of the Said Unit to the Purchaser/s, obtain from the SRA or MCGM or the other concerned local authority an occupancy certificate or completion certificate in respect of the Said Unit.

- (ii) The Developer hereby declares that the FSI available at present in respect of the Project on the Said Property is as mentioned in the Revised LOI and that the same is likely to be increased and that no part of the said FSI (that is presently available as aforesaid) has been utilized by the Developer elsewhere for any purpose whatsoever. In case the said FSI has been utilized by the Developer elsewhere, then the Developer 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 is intended to be or shall be construed or interpreted as a restriction on the entitlement of the Developer to consume the maximum permissible FSI on the Said Property and exploit the full development potential of the Said Property, including inter alia the increased FSI as aforesaid.

6. DESIGN SUBJECT TO AMENDMENTS AND CHANGES:

- (i) The design of the Said Unit is subject to amendments and changes as may be stipulated by the SRA, MCGM, any other local or planning authority, Government and as per the requirements of the Developer.
- (ii) The Purchaser/s hereby further agree/s and covenant/s with the Developer to render full co-operation to the Developer and to sign and execute all papers and documents, in favour of the Developer or otherwise as may be necessary for the purpose of enabling the Developer to construct the Proposed Sale Building, in accordance with the building approvals or such other plans as may be approved hereafter, with such additions and alterations therein (vertical or horizontal) as the Developer may in its sole and absolute discretion deem fit and proper and/or as may be made by the Developer for the purpose of applying for and/or obtaining the approval or sanction of the SRA or any other concerned planning authorities in that behalf as well as for the approval or sanction relating thereto.
- (iii) The Purchaser/s hereby further agree/s to and give/s his/her/their specific irrevocable consent to the Developer to carry out such amendments, alterations, modifications or variations in constructing the Said Unit and the Proposed Sale 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 the Agreed Variation Limits, as set out in Clause 6(iv) hereof.
- (iv) Before the Purchaser/s is/are put in possession of the Said Unit, the Developer 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**”).
- (v) In the circumstances, if the carpet area of the Said Unit is less than what is set out in this Agreement, (subject to such reduction being within the Agreed Variation Limits) then the Developer shall be liable to refund to the Purchaser/s an amount out of the Purchase Price, which is proportionate to the reduced carpet area of the Said Unit. Similarly, if the carpet area of the Said Unit is more than what is set out in this Agreement, (subject to such increase being within the Agreed Variation Limits), then the Purchaser/s shall be liable to pay to the Developer an additional amount towards the Purchase Price, which is proportionate to the increased carpet area of the Said Unit; and such increased amount shall be paid by the Purchaser/s to the Developer along with the next due installment of the Purchase Price or at the time of the Developer 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 Developer to the Purchaser/s (due to reduction in the carpet area as aforesaid pursuant to the provisions of this Clause then the Developer shall either:
 - (i) refund the amount that is payable to the Purchaser/s prior to handover of possession of the Said Unit to the Purchaser/s (without any interest thereon); or

(ii) appropriate the same, at the Developer's own discretion under any head/s of the outstanding due/s payable by the Purchaser/s to the Developer, without requiring any prior consent from the Purchaser/s.

7. DESCRIPTION OF INTERNAL AMENITIES:

It is expressly agreed that the Said Unit shall contain specifications, fixtures, fittings, and amenities as set out in **Annexure 'J'** hereto (hereinafter referred to as the "**Said Internal Amenities**") and the Purchaser/ s confirm/s that the Developer shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the Said Unit. It is specifically agreed between the Parties that the Developer shall have the right to change /substitute the Said Internal Amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Developer. If any change as aforesaid becomes necessary, the Developer shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Developer to offer possession of the Said Unit on the specified date. The Developer shall however make reasonable endeavours to ensure that such substitutes and/or alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible. 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. In the event of the Purchaser/s deciding to avail additional internal amenities and/or carry out internal changes, the Purchaser/s shall pay to the Developer such money as may be mutually decided. This sum shall be over and above the purchase price and other payments payable by the Purchaser/s to the Developer as mentioned in this Agreement.

8. PURCHASER/S' SATISFACTION ON TITLE:

- (i) The Purchaser/s has/have independently inspected and verified the title deeds and all papers and all documents on approvals as recited hereinabove recited and has/have fully satisfied himself/herself/themselves about the entitlement of the Developer to undertake redevelopment of the Said Property as well as the entitlement of the Developer to construct/develop the Project including the construction of the Proposed Sale Building on the Sale Portion and to enter into this Agreement; and the Purchaser/s shall not be entitled to further investigate the entitlement of the Developer and/or be entitled to make/administer any requisitions or raise any objections with regard to any other matters relating thereto. The Developer has informed the Purchaser/s herein and the Purchaser/s is/are specifically made aware that for the purpose of construction of the Proposed Sale Building, the Developer has availed of a loan/financial assistance through debenture trust deed executed and registered as mentioned hereinabove for the purposes of raising finance. For the said purpose, the Developer has mortgaged/created security in respect of the premises in the Proposed Sale Building in favour of the Lenders for securing the repayment of such loans/financial facilities for securing the repayment of such loans/financial facilities in the manner as recited hereinabove.
- (ii) The Purchaser/s has/have also taken inspection of all the documents as recited hereinabove, as well as the other documents required to be furnished to the Purchaser/s by the Developer under the provisions of RERA, RERA Rules, MOFA and MOFA Rules; and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after being aware of all the facts and after inspecting the aforesaid and other relevant documents and papers.
- (iii) The Purchaser/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Developer from the SRA and other concerned authorities and also the conditions of the undertakings given by the Developer to the SRA and other concerned authorities; and is/are aware that some of such conditions and/or obligations shall or may require compliance in continuity even after the development and construction of the Proposed Sale Building is completed; and the Purchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations after being put in possession of the Said Unit.

9. FORMATION OF THE LEGAL ENTITY OF UNIT HOLDERS AND LEASE

- (i) The Developer is in the process of entering into several Agreements similar to this Agreement with several parties who may agree to take and acquire premises in the Proposed Sale Building on ownership basis, subject to such modifications as may be deemed necessary, considerable, desirable or proper by the Developer, with a view that ultimately the purchasers/ occupants of the various premises in the Proposed Sale Building shall form a Co-operative Society or a Condominium of Apartment Owners or a Limited Company or an Association or permitted legal entity (hereinafter referred to as “**Common Legal Entity**”).
- (ii) The Developer shall take steps to form the Common Legal Entity Common Legal Entity or Apex Legal Entity, as the case maybe after all the premises in the Proposed Sale Building are agreed to be sold by the Developer under duly registered documents on the lines of this Agreement.
- (iii) In the alternative to what is proposed by the Developer in Clause 9(i) hereof, since several buildings or one building with several distinct wings is/are proposed to be constructed on the Sale Portion of the Said Property, the Developer in its sole discretion may only for the sake of convenience of management of each individual building/wing, decide to form a separate body/legal entity of purchasers/unit holders (which may either be a Co-operative Society or a Condominium of Apartment Owners or a Limited Company or an Association or permitted legal entity, as the Developer may consider fit and proper) in respect of each building/wing constructed on the Sale Portion, as and when all the premises in such respective wing/building is/are sold by the Developer (hereinafter referred to as “**the Individual Legal Entity**”); and after the Developer receives the entire Purchase Price in respect thereof and other amounts from all the premises acquirers in the respective building/wing. It is specifically made clear and understood by the Parties that such Individual Legal Entity/ies shall be formed only for the sake of convenience and for managing the day to day affairs of maintenance of the respective building/s/wing/s; and that such Individual Legal Entity/ies shall not be the final organization/legal entity of flat/unit purchasers/holders, to which the Sale Portion and the buildings/wings constructed thereon shall be finally transferred/leased in the manner and on the terms and conditions as contained hereinafter. In such an event, upon completion of the entire project of development, viz. completion of construction of the proposed buildings/wings on the entire Sale Portion, all such Individual Legal Entity/ies shall form a federation or an apex body/legal entity or an association or any other permissible legal entity, which may either be a limited company or a federal society at the discretion of the Developer, (hereinafter referred to as “**the Apex Legal Entity**”); and in such an event the Apex Legal Entity shall be the only organization/legal entity in whose favour the Proposed Transfer (as defined hereinafter) shall take place, in accordance with Clause 9(iv) hereof in the manner and on the terms and conditions as contained therein. In such an event, the Apex Legal Entity shall also be handed over the common amenities in the said Sale Portion. Each Individual Legal Entity shall have a right in the Apex Legal Entity, in proportion to the area of construction of building/wing occupied by the members of the respective Individual Legal Entity. In such an event, the Individual Legal Entity shall not be entitled to be transferred any portion of the said Property and/or the Proposed Sale Building and/or any other structures constructed on the Said Property and/or any part thereof.
- (iv) After completion of the entire project, viz. completion of construction of the Proposed Sale Building the Proposed Rehab Building and all other structures on the Said Property (including the structures that may hereafter be permitted to be constructed on the Said Property) and after exploiting the full available construction potential of the entire Said Property (including the additional potential that is likely to accrue to the Said Property at any time hereafter), the Developer shall make the requisite applications to the concerned authorities including the SRA to execute in favour of the Common Legal Entity or Apex Legal Entity, as the case maybe, a lease for the period of 30 (Thirty) years, further renewable for another period of 30 (Thirty) years, in respect of the Sale Portion (or the land underneath or appurtenant to the Proposed Sale Building) out of the said Property as provided in Section 15A of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971; However, if the concerned authorities including the SRA transfers (either by

way of lease or otherwise) the said Property to and in favour of the Developer, then the Developer shall assign or sub-lease the Sale Portion (or the land underneath or appurtenant to the Proposed Sale Building) to the Common Legal Entity or Apex Legal Entity, as the case maybe. The Developer shall if required execute a separate Conveyance in respect of the Proposed Sale Building and other structure/s constructed on the Sale Portion (herein collectively referred to as “**the Proposed Transfer**”). It is clarified that presently the Proposed Transfer is proposed to be effectuated in accordance with the terms hereof and as per Section 15A of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971. It is hereby clarified that for the purpose of Section 17 of RERA and Rule 9 (2) of the RERA Rules and for the purposes of Section 11 of MOFA and the applicable provisions of MOFA Rules, the period of execution of the said documents for the Proposed Transfer is agreed upon as being a date after the expiry of a period of at least 5 (Five) years from the date of receipt of the occupancy certificate in respect of the last of the building/s/structures to be constructed on the Said Property.

- (v) It is clarified that the Developer is not the owner of the Said Property or the Sale Portion and does not have or hold the rights to convey or grant the Proposed Transfer in respect of the Said Property or the Sale Portion in favour of the Common Legal Entity or Apex Legal Entity, as the case maybe and accordingly, it is clarified that the only obligation of the Developer in this regard shall be to make the requisite applications to the concerned authorities for execution of the Proposed Transfer as aforesaid in favour of the Common Legal Entity or Apex Legal Entity, as the case maybe. The proposed lease deed and conveyance or other instrument of transfer in favour of the Common Legal Entity or Apex Legal Entity, as the case maybe shall be in accordance with the provisions of the DCR and the policies pertaining to the redevelopment schemes under Regulation 33 (10) and Appendix IV of the DCR/2034, as may be adopted from time to time by the SRA/Government of Maharashtra. All the costs, charges and expenses, penalties, sales-tax, value added tax, service tax and other central government/state government taxes imposed, including but not limited to stamp duty and registration fees in respect of such documents/instruments for effectuating the Proposed Transfer shall be borne and paid by the Common Legal Entity or Apex Legal Entity, as the case maybe and the Developer shall not be liable to bear and pay any amounts towards the same.
- (vi) The Purchaser/s has/have understood the aforesaid scheme as envisaged by the Developer regarding the Proposed Transfer; and the Purchaser/s hereby agree/s and undertake/s with the Developer that the Purchaser/s shall never hold the Developer responsible or liable if the concerned authorities do not execute the lease deed for the Proposed Transfer or any other document of transfer in respect of the Sale Portion and/or the Proposed Sale Building in favour of the Common Legal Entity or Apex Legal Entity, as the case maybe. Moreover, the execution of the documents for effectuating the Proposed Transfer shall be subject to such terms and conditions as may be prescribed by the SRA, the MCGM and/or any other concerned authorities and/or the Government and the Purchaser/s hereby agree/s and undertake/s that the Purchaser/s shall not challenge or raise a dispute with regard to any of such terms and conditions, which may be onerous in nature.
- (vii) It is clarified that the Rehab Portion does not derive a direct access from the municipal/public roads and that the same is accessible from the existing road only through the Sale Portion. Thus the persons residing in the Proposed Rehab Building being constructed on the Rehab Portion will have a permanent and irrevocable right of way and access through the Sale Portion for accessing the Proposed Rehab Building.
- (viii) The Developer has further informed the Purchaser/s that a temple or other place of worship is proposed be constructed on the said Property and presently the said temple or other place of worship (subject to requisite permissions being granted by the SRA) is proposed to be located on the Sale Portion. The Purchaser/s confirm/s that they have no objection to the Developer putting up construction of a temple or any other place of worship on the said Property including inter alia in the Sale Portion and which place of worship shall be open and accessible to the public at all reasonable times during the day. Such place of worship is not yet approved in the plans so far sanctioned by the SRA but may be approved hereafter and the

Purchaser/s shall not raise any objection to the same being constructed on the said Property.

- (ix) The Developer shall at its discretion be entitled to give/grant right of way/access or other easementary rights to any building/structure/wing within the said Property or in the vicinity of the Said Property or in favour of any other person/s over or through the Said Property or any part thereof and the Developer shall be entitled to sign, execute and register the deed or agreement of grant of right of way or other easement, as the case may be and all types of agreements and writings as the Developer may deem fit and proper without there being any claim/recourse/objection from the Purchaser/s either individually or through the Common Legal Entity or Apex Legal Entity, as the case maybe and the Purchaser/s hereby grants his/her/their irrevocable consent and confirmation for the same. Any such documents executed by the Developer shall be binding on the Purchaser/s and the Common Legal Entity or Apex Legal Entity, as the case maybe.
- (x) The Developer shall be entitled to club/amalgamate the slum scheme sanctioned in respect of the said Property with any other slum rehabilitation scheme and/or a redevelopment scheme under Regulation 33 (14) (D) of the DCR or any other similar provisions of the DCR or any statutory modification or reenactment thereof and rehabilitate the slum dwellers of the other scheme in the building/s proposed to be constructed on the said Property. The Parties do hereby declare, agree and confirm that the FSI/TDR which may be available/generated on account of such clubbing/amalgamation of the slum schemes shall absolutely and exclusively belong to and be available to the Developer and the Developer shall have good right, full power and absolute and unfettered authority to:
 - (a) The FSI for constructing any new and additional structures/wings or floors on the Proposed Sale Building or on any part of the layout of the said Property thereon and/or otherwise howsoever, as the Developer may desire and deem fit and proper and the TDR generated from the same; and
 - (b) sell/transfer the TDR generated from such scheme/amalgamation in the open market and to receive and appropriate to themselves the sale proceeds in respect thereof; and
 - (c) sell/alienate the units/flats constructed thereon to third party/ies and appropriate the consideration/purchase price thereof, without any recourse/claim from the Purchaser/s either individually or through the Common Legal Entity or Apex Legal Entity, as the case maybe.
- (xi) The Developer shall be entitled to amalgamate the layout/development of the said Property with any other adjacent property and/or amalgamate the present scheme with any other scheme and to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for such amalgamation, and to develop the said Property along with the amalgamated plot/s as a single layout/scheme/Project. The Developer shall be entitled to provide access from/through the said Property including inter alia the said Sale Portion to such amalgamated plot or otherwise as may be required and deemed fit by the Developer. The location, area, size and extent of such access shall be as may be decided by the Developer at its absolute discretion. The Purchaser/s shall not raise any objection to or dispute such amalgamation with the said Property by the Developer. It is clarified that the occupants of the premises in the sale component of such amalgamated plot shall be entitled to use the common facilities and amenities provided by the Developer in the Sale Portion of the said Property and the Purchaser/s herein shall not raise any objection and/or dispute the same.

10. DEVELOPER'S RIGHT TO RAISE FINANCE

- (i) As disclosed in Recitals hereof, the Developer has availed of financial assistance under the aforementioned Debenture Trust Deed and Indenture of Mortgage from the Lenders and may avail of further financial assistance from other institutions and other persons against security of the Developer's Units and/or the construction made on the Property except against the security of the Said Unit.

- (ii) The Purchaser hereby authorizes and permits the Developer to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/ mortgage against their development rights or any of the Developer's Units and other areas belonging to them whether constructed/under construction/ proposed to be constructed except for the Said Unit. This consent shall be deemed to have been given under the provisions of Section 9 of the MOFA.

11. INCIDENTAL RIGHTS OF THE DEVELOPER:

The Developer has further informed the Purchaser/s that the Developer retains the right to sell, transfer, assign in favour of any person/s and/or deal with (a) future rights in respect of the 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 Rehab Building and the Proposed Sale Building and as per the plans already submitted and/or to be submitted by the Developer from time to time to the SRA or any other concerned authorities and as per the proposed total scheme of development) and (c) various rights that may accrue to and over the Said Property in the future including additional development potential as recited above; (d) the rights for advertising, signage and hoarding for advertising in the compound, common areas and facade of the Said Property; and (e) rights to receive the TDR arising out of implementing the project of redevelopment of 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 Development Rights Certificate and/or any other type of development potential either by payment of premium to the SRA and/or any other concerned authorities or available otherwise howsoever which the Developer and/or its nominee/s may be entitled to, from time to time, at the Developer's sole and absolute discretion. The Developer is also entitled from time to time to deal with and/or dispose of all or any of the Incidental Rights, by way of sale, assignment, lease, transfer, mortgage and/or in any other manner whatsoever as it may in its absolute discretion think fit and proper from time to time and at its entire discretion and convenience transfer such rights to any person/s. The Purchaser/s expressly consent/s and agree/s that the Purchaser/s shall not claim any rebate or reduction in the purchase price in respect of the Said Unit and/or any other benefit/right from the Developer and/or such persons, now and/or in future as a result of any development that may be undertaken either by the Developer and/or its nominee/s and/or person/s. The Purchaser/s further agree/s and acknowledge/s that the Developer shall be solely and exclusively be entitled to use and exploit all common area and the compound of the Proposed Sale Building, the façade of the Proposed Sale Building and the terrace on the top of the Proposed Sale Building for advertising purposes and shall be entitled to create such third party rights in respect of such advertising rights and shall be entitled to the entire consideration in that behalf and the Purchaser/s shall not object thereto either in his/her/their personal capacity/ies or in his/her/their capacity/ies as the member/s of the Common Legal Entity or Apex Legal Entity, as the case maybe.

12. PURCHASER/S TO CO-OPERATE IN FORMATION OF COMMON /INDIVIDUAL/APEX LEGAL ENTITY:

- (i) The Purchaser/s at his/her own costs along with the other premises holders in the Proposed Sale Building and other structures on the Sale Portion would co-operate with the Developer in formation of the Common Legal Entity or Apex Legal Entity, as the case maybe and shall join in as member/s thereof.
- (ii) For the said purposes of being admitted as member/s of the Common Legal Entity or Individual Legal Entity and for the purpose of formation of the Apex Legal Entity, as the case maybe, the Purchaser/s shall from time to time, sign and execute the application/s for registration and/or admission and/or membership and other papers and documents as may be necessary or required by the Developer including inter alia the bye-laws (or the memorandum and articles of association or other constitution/charter document) of the Common Legal Entity or the Individual Legal Entity and/or Apex Legal Entity, as the case maybe, as the case may be, and duly fill in sign and return to the Developer within 7 (seven) days of the same being forwarded by the Developer to the Purchaser/s so as to enable Developer to register

the organization of the Purchaser/s under the applicable provisions of RERA, RERA Rules, MOFA and MOFA Rules. No objection shall be taken from the Purchaser/s if any changes or modifications are made in the draft bye-laws or the memorandum and/or articles of association or other charter documents as may be required by any authorities including the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other competent authority.

13. RIGHTS OF THE DEVELOPER PURSUANT TO FORMATION OF COMMON /INDIVIDUAL/APEX LEGAL ENTITY:

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

14. NO OBJECTION TO DEVELOPMENT:

- (i) As aforesaid, the Developer shall be constructing the Proposed Sale Building on the Said Property and the Purchaser/s is/are not entitled to and shall not object to such construction for any reasons whatsoever and howsoever arising, at any time hereafter.
- (ii) It is further agreed that save and except the aforesaid terrace over the top most floor in the Proposed Sale Building (the topmost floor may change due to vertical extension of the Proposed Sale Building as envisaged by the Developer), the Developer is entitled to sell the terrace/s or pocket terrace/s or extended balcony/ies, which may be abutting or appurtenant to 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 Sale Building. The Developer 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 and/or appurtenant (next to) the terrace. The terrace/s if so permitted to be used by the Developer, shall not be enclosed by the respective purchaser/occupant without the permission in writing obtained from the SRA and all other concerned planning authorities and the Developer. The Purchaser/s hereby give his/her/their no-objection to such rights being retained by the Developer for such terraces and the Purchaser/s shall not object thereto and/or claim any such terraces and/or any part thereof as common areas and/or have/make any other claim in respect of such terraces against the Developer and/or its nominee/s/ allottee/s /transferee/s/ licensee/s.
- (iii) It is agreed between the Developer and the Purchaser/s that the Developer shall be entitled to undertake the development of the said Property in a phased manner as the Developer may desire. The Purchaser/s unequivocally consent/s and agree/s not to

raise any objection or dispute regards the same now or any time in the future and the Purchaser/s acknowledge/s that certain hardship may be caused to him/her/them during such construction and hereby agree/s and undertake/s expressly never to object to the same.

- (iv) As recited above, it is reasonably expected by the Developer that the FSI for consumption on the said Property may be increased, from what is presently approved as per the existing Building Approvals (including inter alia by virtue of the re-enactment of the applicable DCR, 1991 as per the draft Development Plan 2034, which is already published for objections/suggestions); and thereby the Developer will be able to construct further floors as a part of the Proposed Sale Building in addition to the presently approved floors as recited above. The Purchaser/s confirm/s that the Purchaser/s have no objection and shall not raise any objection to the Developer putting up additional construction on the said Property by increasing the number of floors in the Proposed Sale Building or in any other manner whatsoever..
- (v) The Developer shall have full power and absolute authority, if so permitted by the concerned authorities, to make additions to and/or construct additional storey/s in the Proposed Sale Building shall be the sole, exclusive and absolute property of the Developer. The Developer shall be entitled to dispose of such additional building/s/structure/s/wing/s/ storey/s in such manner as the Developer may deem fit and proper in its sole and absolute discretion.
- (iv) The Developer shall be entitled to amend/alter/modify the layout plan of the Sale Portion on the said Property as also construct additional building/s/structure/s/wing/s/ storey/s on the Sale Portion of the said Property and the Developer shall be entitled to dispose of the premises in such additional building/s/structure/s/ wing/s/storey/s as the Developer may deem fit proper in its sole and absolute discretion. The Purchaser/s is/are not entitled to object thereto and shall not object thereto and this Clause shall always operate as the Purchaser/s' irrevocable, absolute and unconditional no objection in that behalf. This Clause shall operate as and shall be informed and free deemed to be the consent of the Purchaser/s in accordance with the provisions RERA, the RERA Rules, MOFA and the MOFA Rules; and in particular Section 14 of RERA and Sections 7 and 7A of MOFA.

15. COMMON AREAS:

- (i) It is expressly agreed that the Purchaser/s along with the other purchasers/occupants of premises in the Proposed Sale Building shall be proportionately entitled to use, occupy and enjoy the common areas and facilities in the Proposed Sale 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.
- (ii) It is clarified that certain portions of the lobbies on each floor have been earmarked by the Developer 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 Developer. Hence, certain areas of the lobby on the floor of which the said Unit is situate 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 use or entitlement to use any areas in the Proposed Sale Building on the ground that the same are approved as common areas in the plans; and the only common areas that the Purchaser/s is/are expecting to use/enjoy and claim to be entitled to use/enjoy are as set out in the Fourth Schedule, subject to what is set out therein.

16. 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 Developer as per the typical floor plan annexed hereto as **Annexure 'H'** 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 Sale Building and/or the Proposed Rehab Building and/or the Rehab Portion and/or the Sale Portion or any other space surrounding the Proposed Sale Building or any of them in any manner whatsoever. It is further clarified that the Purchaser/s are not concerned with the Proposed Rehab Building and/or the Rehab Portion in any manner whatsoever and howsoever arising and shall not claim any rights or entitlement either in his/her/their individual capacity/ies or in his/her/their capacity/ies as members of the Common Legal Entity or Individual Legal Entity or Apex Legal Entity, as the case maybe.

17. NO CHANGE OF USER:

It is expressly agreed, by and between the Developer and the Purchaser/s that the Said Unit is sold to the Purchaser/s for a specific use only and 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. The Purchaser/s agree/s not to change the user of the Said Unit, without prior written consent in writing of the Developer and the concerned authorities. The Developer shall be entitled to change the use of the Proposed Sale Building including the Said Unit into commercial use or any other use as may be permitted subject to necessary consents and approvals.

18. PARKING SPACES:

- (i) For the effective management of parking spaces in the Proposed Sale Building and in order to avoid any later disputes, the Developer shall earmark parking spaces (open, in the podium or on the parking floors or in the ground or basement) of the Proposed Sale Buildings for exclusive use thereof by certain acquirers of premises in the Proposed Sale Building depending on availability. The Purchaser/s agree that the Developer shall be entitled to do such earmarking at its discretion and the Purchaser/s hereby accept/s the decisions taken by the Developer in relation to such earmarking of car parking spaces. The Purchaser/s further agree/s and undertake/s that pursuant to formation and registration of the Common Legal Entity or Apex Legal Entity, as the case maybe and admission of the Purchaser/s to the Common Legal Entity or Apex Legal Entity, as the case maybe as member/s thereof, the Purchaser/s shall cast his/her/their votes in the first general meeting or shareholders' meeting, as the case may be, of the Common Legal Entity or Apex Legal Entity, as the case maybe in favour of approving such car parking earmarking as done by the Developer so that the respective person/s in whose favour the Developer has/have earmarked the car parking spaces, will be allotted such respective car parking space/s by the Common Legal Entity or Apex Legal Entity, as the case maybe for exclusive use thereof, along with rights of transferability in respect thereof.
- (ii) Notwithstanding what is stated in Clause 18(i) above, the Purchaser/s acknowledge/s and understand/s that a majority of the car parking spaces that will be provided for in the Proposed Sale Building shall be in the form of an automated stack, mechanical pit or tower parking system or any other form of automated or mechanical parking wherein, there may be or may not be any specific identified spot/place which may be earmarked for a particular occupant of premises in the Proposed Sale Building and which shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as "the Mechanical Parking"). The Purchaser/s is/are aware that such Mechanical Parking involves or may involve operation of one or more automated machine/s 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 may also require a valet system by appointment of qualified drivers and parking operators, for ease of parking and removing of vehicles from the parking slots in the Mechanical Parking system. 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 Sale Building other than specifically designated for the

parking of the vehicles of the Purchaser/s. 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-utilization of such Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising.

19. DATE OF POSSESSION OF THE SAID UNIT:

- (i) The Developer agrees to offer to hand over possession of the Said Unit to the Purchaser/s in the Proposed Sale Building on or before 31st March, 2023, subject to:
 - (a) easy availability of cement, steel and other building materials; and
 - (b) any conditions beyond the reasonable control of the Developer, including acts of God like earthquake, perils of the sea or air, fire, flood, or any drought, explosion, sabotage etc.; and
 - (c) 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
 - (d) 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
 - (e) 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
 - (f) 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
 - (g) 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
 - (h) act of enemy, riots, civil commotion, or war or any court order or government notification, circular or order or subject to delay by the SRA, MCGM and any other concerned local authorities for approval of plans, grant of Occupancy Certificate or subject to delay in the grant of water, sewerage, electric, cable connection or any other permissions or approvals for construction of the Proposed Sale Building or any other service or any other cause, beyond the control of the Developer.
- (ii) The date of delivery of possession of the said Unit is subject to certain terms as more particularly specified in the preceding Clause 19(i) and even after extension of the date of possession due to the events as stated in the preceding Clause 19(i), if the Developer is unable to or fails to give possession of the said Unit or license to enter the said Unit to the Purchaser/s, then and only in such an event, the Purchaser/s shall at its own discretion be entitled either: (i) to continue with the arrangement as recorded this Agreement and receive a compensation in the form of liquidated damages from the Developer to be calculated on a monthly basis at the Agreed Interest Rate on the amount of Purchase Price that is till then paid by the Purchaser/s to the Developer and received by the Developer, from the extended date of delivery of possession (extended due to any of the factors set out in Clause 19(i) hereof) till the date of offer of possession by the Developer to the

Purchaser/s; or in the alternative (ii) entitled to give notice to the Developer, thereby terminating the Agreement, in which event, the Developer shall refund to the Purchaser/s the amount of Purchase Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amounts that may have been paid by the Purchaser/s) till then amounts, if any that may have been received by the Developer from the Purchaser/s together with interest at the Agreed Interest Rate from the date of receipt by the Developer of such amounts of Purchase Price from the Purchaser/s, till the date of refund thereof to the Purchaser/s. It is clarified that the Developer shall not be liable to pay any amount to the Purchaser/s any additional amount/s, either the event of such termination. It is further clarified that in the event if the provisions of this Clause 19(ii) 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.

- (iii) The refund to be made by to the Purchaser/s pursuant to Clause 19(ii) shall be made by the Developer to the Purchaser/s within a period of 30 (thirty) days from the date when the Purchaser/s terminate/s this Agreement/s as per Clause 19(ii) hereof. In case of termination by the Purchaser/s as provided in Clause 19(ii) hereof upon the aforesaid payment/s being made by the Developer to the Purchaser/s, neither Party shall have any claim against the other in respect of the said Premises or otherwise arising out of this Agreement and the Developer shall be at liberty to sell and dispose of the said Premises and/or create third party rights therein in favour of any other person/s at such consideration/purchase price and upon such terms and conditions as the Developer may deem fit and proper, in their sole and absolute discretion, without any reference and/or recourse to the Purchaser/s. It is clarified that in case of termination by the Purchaser/s as provided in Clause 19(ii), in the event if the Developer finds a willing buyer/acquirer to acquire the said Unit prior to the refund to the Purchaser/s under this Clause, then the Developer shall be entitled to sell the said Unit to such new buyer/acquirer; but the Purchaser/s shall have a charge on the amounts receivable by the Developer from the new purchaser/acquirer to the extent of the amounts receivable by the Purchaser/s under this Clause.
- (iv) Save and except as provided in Clause 19(ii) hereof, the Purchaser/s shall not be entitled to withdraw form this Agreement or terminate this Agreement; and in the event if the Purchaser/s so decide/s to withdraw or terminate this Agreement other than for the reasons as set out in Clause 19(ii) hereof, then the consequences of such withdrawal or termination shall be as set out in Clause 4 hereof.
- (v) Notwithstanding anything to the contrary contained in this Agreement and in particular in Clauses 19(ii) to 19(iv) hereof, if as a result of any legislative order or requisition or direction of the Government or public authorities, the Developer is unable to complete construction of the aforesaid Proposed Sale Building and/or to give possession of the said Flat to the Purchaser/s, then and in such an event, the only responsibility and liability of the Developer 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 as may have been received by the Developer from the Purchaser/s, without any interest thereon, and thereupon this Agreement shall ipso facto and automatically stand terminated.
- (vi) The Purchaser/s shall take possession of the said Unit within 2 (two) months of the Developer 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 such period of 7 (Seven) days from such offer of possession by the Developer (whether at such time, the Purchaser/s has/have taken possession of the said Unit or not) PROVIDED that if within a period of 5 (five) years from the date of offer to hand over possession of the said Unit to the Purchaser/s, the Purchaser/s bring/s to the notice of the Developer, any defect in the said Unit with regard to the material used therein or any unauthorized change in the construction

of the Proposed Sale Building, then, wherever possible such defects or unauthorized changes shall be rectified by the Developer at its own cost; and in case if it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Developer, reasonable compensation for such defect or change.

- (vii) Before delivery of possession or grant of license to enter the said Unit to the Purchaser/s, the Purchaser/s shall inspect the said Unit (including the size thereof) and the Internal Amenities provided therein; and thereafter the Purchaser/s will have no claim whatsoever and howsoever arising against the Developer with regard to any shortfall in size or the construction of the said Unit or the provision of the Internal Amenities therein.
- (viii) The Purchaser/s shall be entitled to the possession of the said Unit only after the full aggregate Purchase Price as per Annexure 'I' hereto is paid by the Purchaser/s to the Developer; and the other sums mentioned hereunder are paid by the Purchaser/s to the Developer.
- (ix) The Developer shall not put the Purchaser/s in possession of the said Unit unless and until:
 - (a) The Purchaser/s has/have paid the entire aggregate Purchase Price as provided by Annexure 'I' hereto and has/have also paid all other amounts payable by him/her/them hereunder and/or otherwise in respect of the said Unit to the Developer, as specified herein.
 - (b) The Developer has received the Occupation/Occupancy Certificate or part Occupation/Occupancy Certificate from the SRA or other concerned authorities in relation to the said Unit.
- (x) After completion of construction of the Proposed Sale Building, the Developer may at its discretion permit the Purchaser/s to enter upon the said Unit, limited for the purpose of carrying out fit out works of non-structural nature like installation of fixture and furniture in the said Unit at the request of and at the entire risks and costs of the Purchaser/s. The Purchaser/s acknowledge/s that the Developer shall not be obliged to permit the Purchaser/s to enter upon the said Unit under any circumstances and that such permission may or may not be granted entirely at the discretion of the Developer. The Purchaser/s further acknowledge/s that at such stage the Occupation/Occupancy Certificate or part Occupation/Occupancy Certificate in respect of the Proposed Sale Building may not have been received by the Developer from the SRA and 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 Developer to enter upon the said Unit to carry out the said fit out works as contemplated in this Clause, 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 for carrying out the said fit out works as contemplated in this Clause then in such an event, the Purchaser/s shall be solely and exclusively responsible and liable to ensure that the workmen, labourers, agents and other representatives of the Purchaser/s so entering upon the said Unit shall comply with and adhere to all health and safety guidelines, rules and regulations as may be prescribed by the Developer from time to time. Under no circumstances, shall the Purchaser/s carry out any structural alterations of any nature whatsoever in or around the said Unit. The Purchaser/s acknowledge/s that Developer shall not be liable and/or responsible for untoward incident that may occur by virtue of the Purchaser/s being permitted to carry out the fit out works or to enter upon the said Unit as contemplated in this Clause.
- (xi) The Purchaser/s has/have also agreed and hereby undertake/s that prior to commencing any fit out or interior works in the said Unit, the Purchaser/s shall for the due adherence and performance with the terms and conditions of the Fit-out Guidelines (as may be drawn up by the Developer containing the guidelines for carrying out the fit-out works in the premises in the Proposed Sale Building), keep deposited with the Developer such sum as may be decided by the Developer at the

relevant time, as and by way of an interest free refundable security deposit and which amount shall be refunded by the Developer to the Purchaser/s on completion of the fit out works. In the event if the Purchaser/s commit/s any breach/es of the terms and conditions of the Fit Out Manuals or cause/s any damage or nuisance to the Proposed Sale Building or any common areas therein or in any adjoining the said Unit, then and in any such event, the Developer shall be entitled to adjust or deduct any expenses incurred or likely to be incurred by the Developer from such interest free refundable security deposit for setting right such breach or rectifying such damage or nuisance caused. Further, in the event, the quantum of damage caused by the Purchaser/s to the Proposed Sale Building or any common areas therein or in any adjoining Unit, exceeds the interest free refundable security deposit, the Purchaser/s shall on demand, forthwith pay such additional amount. The Purchaser/s shall not dispute any adjustment or deduction from the interest free security deposit or paying such additional amount on any ground whatsoever and howsoever arising.

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

20. EXPENSES AND MAINTENANCE CHARGES:

- (i) The Purchaser/s agrees and undertakes to also deposit before taking possession of the said Unit such amount as may be decided by the Developer as corpus fund dedicated to maintenance of the common infrastructure and general amenities and facilities and to endure/bear any uncertain and contingent expenses and for recovery of all arrears of dues, outgoings etc., payable by the purchaser/s to the Developer and its nominee/s or any other concerned authorities as envisaged in this Agreement. The Developer shall be entitled to invest the Corpus Fund in Fixed Deposits and/or any other investment schemes with Bank for an appropriate term as may be determined by the Developer and the interest thereon along with the corpus amount will be utilized for the aforesaid purpose. The Purchaser/s/ Common Legal Entity or Apex Legal Entity, as the case maybe shall not be entitled to receive the interest. The corpus amount paid by each Purchaser/s shall be non-refundable to the Purchasers and will always form part of the non-accountable items for the above purpose. The said corpus fund will be paid to the Common Legal Entity or Apex Legal Entity, as the case maybe by the Developer after the said Sale Portion is leased and the Proposed Sale Building is conveyed to the Common Legal Entity or Apex Legal Entity, as the case maybe, as stipulated herein, after deducting all the amounts due/recoverable from the purchaser/s as stipulated in this Agreement against any demand made by the Developer to the Common Legal Entity or Apex Legal Entity, as the case maybe in terms of the this Agreement.
- (ii) Over and above the amounts towards the Purchase Price payable and other amounts agreed to be paid by the Purchaser/s to the Developer as set out hereinabove, the Purchaser/s shall, before taking possession of the said Unit or within a maximum period of 7 (seven) days from the date of offer of delivery of possession of the said Unit (whether or not the Purchaser/s has/have taken possession of the said Unit or not), whichever is earlier pay to the Developer the following amounts:-
 - (a) A sum of Rs.500/- (Rupees Five hundred Only) towards acquiring the shares of the Common Legal Entity or Apex Legal Entity, as the case maybe and entrance fee of Rs.100/- for the admission of the Purchaser/s to the Common Legal Entity or Apex Legal Entity, as the case maybe as member/s thereof, within a period of 7 (seven) days from the date of notice being sent by the Developer in that behalf and in any event before possession of the said Unit is handed over to the Purchaser/s;

- (b) A sum of Rs. ___/- (Rupees _____ only) per square foot on the carpet (Non-Refundable) towards Infrastructure, Developments charges, Betterment/amenities charges, Legal Charges, Piped Gas connection charges, Electricity and water connection deposit etc.
 - (c) A sum of Rs. ___/- (Rupees ___ only) per sq. ft per month as a deposit towards provisional maintenance charges calculated on carpet area per month for 12 months in advance, commencing a week after notice in writing is given by the Developer to the Purchaser/s that the said Unit, is ready for being occupied, the Purchaser/s shall be liable to bear and pay the proportionate share of the maintenance charges and other monthly outgoings in respect of the said Unit. After the completion of the initial 24 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 till formation of the Common Legal Entity or Apex Legal Entity, as the case maybe to the Developer and after formation of the Common Legal Entity or Apex Legal Entity, as the case maybe, to the Common Legal Entity or Apex Legal Entity, as the case maybe and shall not withhold the same for any reason whatsoever. It is further agreed that the Purchaser/s will be liable to pay interest @ 9% p.a. compounded at yearly rests or as otherwise demanded by the Developer/the Common Legal Entity or Apex Legal Entity, as the case maybe for any delay in payment of such outgoings.
 - (d) Balance of tax, service tax/VAT/GST or any other taxes as applicable towards the items mentioned above and as per this Agreement.
 - (e) Time as to payment of the aforesaid amounts shall be of the essence of this Agreement.
- (iii) In addition to the above:
- (a) the Purchaser/s shall deposit with the Developer a sum as may be determined by the Developer towards his/her/their proportionate share of Property Tax in advance for a period of 24 (Twenty Four) months, at the time of taking possession of the said Unit.
 - (b) the Purchaser/s agree/s and confirms that such amounts paid/payable towards Property Tax is tentative and in the event if there is any enhancement/increase in the Property Tax then the Purchaser/s shall be liable to pay such increased/enhanced Property Tax as per actuals, within the period as may be demanded by the Developer from the Purchaser/s without any delay or demur.
- (iv) The amount mentioned in Clause 20(ii)(c) without any interest and after deduction therefrom of all arrears of taxes, outgoings, maintenance charges and expenses, etc. incurred till then, shall be transferred by the Developer to the Common Legal Entity or Apex Legal Entity, as the case maybe upon management of the Proposed Sale Building being handed over to the Common Legal Entity or Apex Legal Entity, as the case maybe. Save and except, Clause 20(ii)(c) the Developer shall not be liable to maintain and/or render individual accounts to the Purchaser/s in respect of any other amounts payable by the Purchaser/s to the Developer, as mentioned in this Agreement.
- (v) The maintenance charges to be borne by the Purchaser/s as aforesaid would include inter alia the following:-
- (a) The expenses of maintenance, repairing, redecorating, etc., of the main structures and in particular the gutters and rain water pipes of the Proposed Sale Building, water pipes and electric wires in under or upon the Proposed Sale 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 Sale Building and other common areas and amenities as enjoyed by the premises purchasers in common as aforesaid and the boundary walls of the Proposed Sale Building, compounds etc.

- (b) The cost of cleaning and lightning the passage, water pump, lifts, landings, staircases, common lights and other parts of the Proposed Sale Building used by the premises purchasers in common as aforesaid.
 - (c) 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.
 - (d) The cost of working and maintenance of common lights, water pump, lifts, common sanitary units and other services charges.
 - (e) Premium for insurance of the Proposed Sale Building (if and when taken).
 - (f) It is clarified that the heads of the maintenance charges as set out in this Clause hereof are not exhaustive in nature and are merely illustrative. The above referred The maintenance charges, cost, expenses and amounts required for maintenance of various common equipment that may be installed in the Proposed Sale Building including inter alia 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, overhead tank and other water tanks by whatever name called, fire-fighting system, common electric system (which may be installed for the lights, pumps, equipment, 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 Sale Building.
 - (g) The above maintenance charges are only provisional and any additional expenses should be reimbursed by the Purchaser/s to the Developer, 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).
- (vi) The Purchaser/s is/are aware that after the possession of the said Unit is offered to the Purchaser/s and after he /she/they is/are admitted as member/s of the Common Legal Entity or Apex Legal Entity, as the case maybe, it may take at least 12 (twelve) to 18 (eighteen) months for the Developer/the Common Legal Entity or Apex Legal Entity, as the case maybe to work out and inform each of the premises occupants in the Proposed Sale Building about the exact breakup of the maintenance charges payable by him/her/them. Therefore, during such a period, the Developer/the Common Legal Entity or Apex Legal Entity, as the case maybe is likely draw up ad-hoc bills towards maintenance. The Purchaser/s agree/s that he/she/they shall not raise any objection for payment of such ad-hoc bills and would allow the Common Legal Entity or Apex Legal Entity, as the case maybe a time period of 12 (twelve) to 18 (eighteen) months, or more from the date of he/she/they is/are admitted as member/s of the Common Legal Entity or Apex Legal Entity, as the case maybe to enable the Developer/Common Legal Entity or Apex Legal Entity, as the case maybe, to enable the Developer/Common Legal Entity/the Individual Legal Entity to work out the exact details of the maintenance charges payable by him/her/them.
 - (vii) Over and above the Purchase Price and other amounts payable by the Purchaser/s, the Purchaser/s hereby agree/s that in the 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 Developer, however, the same would be reimbursed by the Purchaser/s to the Developer in proportion of the area of the said Unit to the total area of all the new premises in the Proposed Sale Building.

21. TAXES:

- (i) The Purchaser/s is/are aware that the amount of Purchase Price as set out in Annexure 'I' hereto, is exclusive of the all the taxes applicable to transactions for the sale of constructed premises as levied by the State and Central Government through their respective Finance Acts and various clarifications/notifications and regulations have made Value Added Tax and Service Tax. It is also presently proposed that the sale of constructed premises shall attract Goods and Services Tax (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 Developer to the Purchaser/s. The Purchaser/s agree/s and undertake/s that all such indirect taxes (including Goods and Services Tax, if and when made applicable) are payable by the Purchaser/s solely; and that the Developer 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 Developer or the concerned authorities within a period of 7 (seven) days from the date of the Developer calling upon the Purchaser/s to do so, without any delay or demur.
- (ii) 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), 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 Developer, arising out of or in connection with transaction contemplated hereby, the Purchaser/s shall be solely liable to bear and pay the same and the Developer shall not be liable for the same.
- (iii) Non-reimbursement/Non-payment of the said Taxes and other amounts mentioned in this Clause by the Purchaser/s shall be deemed to mean non-payment of the Purchase Price amount to the Developer and the consequences as mentioned in Clause [4] hereof shall apply.

22. BREACHES:

- (i) 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] hereof shall apply) if the Purchaser/s neglect/s, omit/s, or fail/s to observe and/or perform the said terms and conditions and covenants for any reason whatsoever then in such an event, the Developer shall be entitled after giving 1 (one) months' notice to remedy or rectify the default and in the event of the Purchaser/s failing to remedy or rectify the same within the said notice period, this Agreement shall be terminable at the sole and exclusive option of the Developer without any further act and/or reference and/or recourse to the Purchaser/s and in the event of the Developer so terminating this Agreement, the consequences of termination as set out in Clause [4] hereof shall apply.
- (ii) The Developer shall not be liable to pay to the Purchaser/s herein any interest, compensation, damages, costs or otherwise in case of termination under Clause [4] or this Clause. The residue balance amount after deducting amounts under clause 22(i) hereinabove shall be deemed to have been accepted by the Purchaser/s herein in full satisfaction of all his/hers/their claim under this Agreement and/or in respect of the said Unit, whether the Purchaser/s present/s the cheque/s for payment to his/her/their bankers or not.
- (iii) The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Developer/its

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

23. ELEVATION OF THE PROPOSED SALE 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 Sale Building and shall keep and maintain the above in the same form as the Developer constructs the same and shall not at any time alter the said elevation in any manner whatsoever without the prior consent or alter the attachments to the elevation of the Proposed Sale Building, including fixing or changing or altering grills, ledges, windows, air conditioners, chajjas etc., The Purchaser/s further irrevocably agree/s to fix their air-conditioners, whether window or split only after the written permission of the Developer and at such places as may be earmarked by the Developer for the same. The Developer's decision in this regard would be final and binding on the Purchaser/s.

24. 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 Developer as follows:

- (a) 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 to the Purchaser/s and to not do anything or suffer anything to be done in or to the Proposed Sale 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;
- (b) 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 Developer are in any manner whatsoever prejudiced/ adversely affected;
- (c) Not to carry out in or around the said Unit any alteration/changes of structural nature without the prior written approval of the Developer and the Structural Engineers and the RCC Consultants of the Proposed Sale Building;
- (d) To ensure that no nuisance/annoyance/ inconvenience is caused to the other occupants of the Proposed Sale Building by any act of the Purchaser/s;
- (e) Not to claim any rights including any easements or other similar rights in to or upon the Proposed Rehab Building or the premises or common areas or amenities therein or the Rehab Portion or the Future Development Plot or any other part or portion of the said Property;
- (f) 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 Sale Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried any heavy packages, showcases, cupboards on the upper floors which may damage or is likely to damage the staircase, common passage or any other structure of the Proposed Sale Building. On account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be personally liable for the consequence of the breach and shall be liable to bear and pay the damages as may be determined by the Developer and the same shall be final and binding upon the Purchaser/s and the Purchaser/s shall not be entitled to question the same;

- (g) To carry out at his/her/their own cost all the internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s (usual wear and tear excepted);
- (h) 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 Sale 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 Sale Building and shall not chisel or any other manner damage the columns, beams, walls, slabs or R.C.C. pardsis or other structural members in the said Unit or the Proposed Sale Building without the prior written permission of the Developer and/or the Common Legal Entity or Apex Legal Entity, as the case maybe (after formation);
- (i) Not to do or permit to be done any act, deed, matter or thing, which may render void or void able any insurance of the Proposed Sale Building or any part thereof or whereby any increase premium shall become payable in respect of the insurance;
- (j) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or on the terrace or on the other premises or any portion of the said Property;
- (k) To bear and pay any increase in local taxes, water charges, insurances and such other levy/ if any which are imposed by the concerned local/public authority either on account of change of user or otherwise in respect of the said Unit by the Purchaser/s;
- (l) The Purchaser/s shall not be entitled to transfer, assign or part with the interest or any benefit of this Agreement, without the prior written permission of the Developer, until all the dues payable by the Purchaser/s to the Developer hereunder and/or otherwise are fully paid up;
- (m) The Purchaser/s shall abide by, observe and perform and comply with all the rules, regulations and bye-laws or charter documents of the Common Legal Entity or Apex Legal Entity, as the case maybe as also the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Proposed Sale Building and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the Government and other public bodies and not commit breach thereof and in the event of the Purchaser/s committing breach thereof and/or any act in contravention of the above provision, the Purchaser/s shall be personally responsible and liable for the consequences thereof to the Common Legal Entity or Apex Legal Entity, as the case maybe and/or the concerned authority and/or other public authority;
- (n) The Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the Common Legal Entity or the Individual legal Entity or Apex Legal Entity, as the case maybe 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. The Purchaser/s shall permit the Developer and its surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said Property/Proposed Sale Building /said Unit and/or any part thereof to view and examine the state and condition thereof, and to carry out the repair or replacements therein for a period of 5 (Five) years from the Purchaser/s being put in possession of the said Unit;
- (o) The Purchaser/s undertake/s not to enclose any passage/s, lobby or other common areas in the Proposed Sale Building in any manner whatsoever;
- (p) The Developer shall provide to the Purchaser/s the water connection in respect to said Unit. The Developer shall not be held liable or responsible in any

respects whatsoever if the concerned authorities are unable to provide the water supply to the said Unit;

- (q) The Purchaser/s is/are also aware that the Developer has paid to SRA and other concerned authorities various premiums towards construction of the staircase, lift lobby, passages, and other areas free of FSI and the Purchaser/s shall not raise any objection with regard thereto;
- (r) The Purchaser/s is/are aware and hereby expressly agrees that the Developer will be developing the said Property and will be constructing buildings thereon in the manner as the Developer may deem fit and proper. The Purchaser/s shall not take any objection to such construction/development either on the ground of nuisance, annoyance and/or any other grounds of any nature whatsoever and/or shall not cause any impediment to the full, free and uninterrupted development of the said Property by creating hindrances or filing any complaints or legal proceedings before any authorities seeking the stalling of such development/construction. The Purchaser/s shall not directly or indirectly do anything to prevent the Developer or any of their nominee/s or transferees from developing and/or carrying out construction of new buildings on any part of the said Property.
- (s) As may be required by the Reliance Infrastructure Limited or Tata Power Company Limited or Maharashtra State Electricity Board or any other authorized electricity providers, a substation room may be provided to such electricity provider in any part of the layout of the said Property for supplying electricity to the building/s on the said Property and/or any part thereof and/or to the buildings constructed in the vicinity of the said Property; and the Purchaser/s hereby grant his/her/their irrevocable consent to the Developer for the same. The Developer may be required to and if so required, the Developer 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.
- (t) The Purchaser/s is/are aware of various concessions, approvals granted to the Developer at the time of construction of the Proposed Sale Building including the condoning of open space deficiencies in the course of construction of the Proposed Sale 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; and
- (u) The Purchaser/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Developer and the undertakings given by the Developer to the SRA and other concerned authorities that some of such conditions and/or obligations shall require compliance in continuity even after the development and construction of the Proposed Sale Building is completed and after the management of the Proposed Sale Building is handed over to Common Legal Entity or the Individual legal Entity or Apex Legal Entity, as the case maybe and the Purchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations.
- (v) The Purchaser/s is/are aware that the Developer intends to provide superior quality of services and facilities for the purchasers of the Proposed Sale Building and for such purpose, the Developer may appoint a professional Facility Management Company (hereinafter referred to as “the FMC”) for the

maintenance of the Proposed Sale 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 Sale 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 Developer and the FMC. All common costs, charges and expenses that may be claimed by the FMC shall be to the account of and borne by the purchasers/holders of the premises in the Proposed Sale Building. These common costs shall be shared by all such purchaser/s on pro-rata basis determined by the Developer, which determination shall be binding on the Purchaser/s;

- (w) The Purchaser/s agrees and undertakes to cause the Common Legal Entity or the Individual legal Entity or Apex Legal Entity, as the case maybe 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 Sale Building shall undertake and cause the Common Legal Entity or the Individual legal Entity or Apex Legal Entity, as the case maybe to ratify the appointment of the FMC as aforesaid;
- (x) The Purchaser/s is/are aware that the Developer is not in the business of or providing services proposed to be provided by the FMC or through the FMC. The Developer does not warrant or guarantee the use, performance or otherwise of these services provided by the FMC. The Parties hereto agree that the Developer is not and shall not be responsible or liable in connection with any defect or the performance/non-performance or otherwise of these services provided by the FMC.
- (y) 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 Proposed Sale Building and further undertake that they shall not misuse Refuge Area, Basement, Podium, society/common office, entrance lobby, Service Floor, Stilt, Elevation/ Ornamental projection, niche portion, parking areas, part stilt of the Proposed Sale Building in future. The Purchaser/s agrees and undertakes that the refuge areas shall not be allowed to be used for any other purpose and it shall be the responsibility of the owner/occupier to maintain the same clean and free of encumbrances and encroachments.
- (z) The Purchaser/s shall comply with and adhere to the conditions imposed/may be imposed by the Chief Fire Officers' office from time to time in its NOCs.
- (aa) The Purchaser/s have been informed and are aware of the fact that the Proposed Sale Building may have multiple restaurants (vegetarian and/or non-vegetarian), rest-o-bar, cafes including those serving alcohol and operating 24 hours and on all days, on such floors as the Developer shall deem fit, for which the Purchaser/s shall have no objection. Any such restaurants, eateries and bars as mentioned herein, may have attached exclusive terrace for its use (for which terrace the Developer has/may have paid premium to the concerned authority) and it is hereby recorded that the occupant/owner thereof shall be solely entitled to use such terrace in the manner they deem fit and as may be permitted by law.
- (bb) The Purchaser/s is aware that there may be exclusive elevators/lifts in the Proposed Sale Building meant for the exclusive use of the visitors of certain occupants/owners of certain units in the Proposed Sale Building as may be designated by the Developer, for which the Purchaser/s shall have no objection.
- (cc) The Purchaser/s has been informed and is aware that the current permissible height of the Proposed Building may be completely used and exhausted and hence there may not be any wireless, antennas, towers, etc., possible on the top of the Proposed Sale Building. The Purchaser/s has been informed and is aware that the existing ground floor lobby height as per approved plan may be amended for which the Purchaser/s hereby gives its specific no objection, consent and approval to the Developer to amend the approved plans accordingly.

- (dd) The Purchaser/s agrees and acknowledges that the sample unit as may be constructed by the Developer and all furniture's, items, electronic goods, amenities etc. that may be provided thereon are only for the purpose of show casing the unit and the Developer shall not liable / required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample unit, other than as expressly agreed by the Developer under this Agreement.
- (ee) The Purchaser/s is aware that in order to ensure safety of the workmen and the Purchaser/s, the Purchaser/s shall not be allowed to visit the site during the time that the Proposed Sale Building is under construction. The Purchaser/s shall be given the opportunity for inspecting the Unit only after making payment of the entire Purchase Price.
- (ff) The Purchaser/s hereby consents, agrees and acknowledges and is aware that the Developer may divide, sub-divide, break and/or merge the unit(s) of any floor in the Proposed Sale Building based on its customer or client requirements and in the manner the Developer deems fit.
- (gg) The Purchaser/s has been informed and hereby consents, agrees and acknowledges that in the event a full floor of the Proposed Sale Building is transferred/sold by the Developer to any party, such party shall be exclusively entitled to use and maintain the passage/lobby area of such floor as limited common area.
- (hh) The Purchaser/s has been informed and hereby agrees and acknowledges that the façade of various floors of the Proposed Sale 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 Developer. The Developer shall be solely entitled to use and deal with the façade of the Proposed Sale Building for media and advertisement purposes and to commercially exploit and make use of the façade of the Proposed Sale Building in such manner as they may deem fit. Any and all revenue and income generated from the use of the façade of the Proposed Sale Building shall belong to the Developer. In addition, the unit holder(s) and purchasers of the premises in the Proposed Sale Building hereby agree and undertake not to raise any objection in relation to the emitting of light, use of and installation in the façade by the Developer in the manner stated herein and further agree and acknowledge the façade rights reserved herein by the Developer. The Developer 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 Developer hereby reserves the signage and display rights on the Proposed Sale Building including terrace and façade and the Purchaser/s hereby agrees and acknowledges the same.

25. INDEMNITY:

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

26. STAMP DUTY AND REGISTRATION:

At the time of execution of this Agreement the Purchaser/s shall pay the applicable 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 lodge this Agreement for registration with the concerned Sub-Registrar of Assurances within the 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 the Purchaser/s shall inform the Developer of the serial number, under which the same is lodged registration by forwarding the photocopies of the receipt issued by the concerned Sub-Registrar; to enable the Developer and/or its authorized representative/s to visit/attend the office of the Sub-Registrar of Assurances and to admit execution thereof.

27. 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 Developer in that behalf. In the event of the Developer granting such consent, the Purchaser/s shall be liable to and shall pay to the Developer such sums as the Developer may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same (save and except for the first transfer by the Purchaser/s for which the Developer shall not charge any transfer charges) **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.

28. MISCELLANEOUS:

- (i) **Co-operation:** The Purchaser/s shall, from time to time, sign and execute all applications, papers and documents, and do all the acts, deeds, matters and things as the Developer may require, for safe guarding the interest of the Developer to the Proposed Sale Building and/or the premises therein.
- (ii) **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 hand delivered at the address herein stated or e-mailed at the electronic mail (e-mail) address as provided by the Purchaser/s to the Developer and shall effectually and completely discharge the Developer.
- (iii) **Income Tax PAN:** The Parties are setting out hereunder their respective Income Tax Permanent Account Numbers:
 - (a) Developer : AABFO7954Q
 - (b) Purchaser/s :
- (iv) **Lien and Charge of the Developer:** Notwithstanding anything contained herein, the Developer shall, in respect of any amount remaining unpaid by Purchaser/s under the terms and conditions of this Agreement, have a first lien and charge on the Said Unit agreed to be purchased by the Purchaser/s hereunder.
- (v) **Jurisdiction:** 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.
- (vi) **Dispute Resolution:**
 - (a) 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.
 - (b) Subject to what is provided in the above Clause 28(vi)(a), 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 Tribunal's decision. The award shall allocate or apportion the costs of the arbitration, as the arbitral tribunal deems fair. The Parties agree that the arbitration award shall be final and binding on the Parties. The provisions contained in this Clause shall survive the termination of this Agreement.

- (vii) **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 to upon the Said Property and/or the Proposed Sale Building and/or otherwise howsoever against the Developer, save and except in respect of the Said Unit. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law, of the Said Property and/or the Proposed Sale Building and/or any part thereof.
- (viii) **No Waiver:** Any delay or indulgence shown by the Developer in enforcing the terms of agreement or any forbearance or giving of time to the Purchaser/s shall not be constructed as a waiver on the part of the Developer of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice any rights of the Developer hereunder or in law.
- (ix) **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.
- (x) **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.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land and ground bearing C.S. Nos. 2/136 (part), 110 (part) and 109 (part) of Lower Parel Division and in the registration district of Mumbai admeasuring in the aggregate approximately 10,067.58 square meters and lying, being and situate at the junction of Dainik Shivner Marg and Manjrekar Lane at Worli, Mumbai 400 018 as shown in red colour boundary lines on the plan annexed hereto and marked as **Annexure 'A'** hereto and bounded as follows:

- On or towards North by : Om Dattaji Nagar Rahiwais Seva Sangh
- On or towards South by : Dainik Shivner Marg
- On or towards West by : Manjrekar Lane in C. S. No.136
- On or towards East by : (i) Om Dattaji Nagar Rahiwais Seva Sangh
(ii) C. S. No. 2/136 (pt) of leach & webony
(iii) C. S. No. 2/136 occupied by Kamgar Seva Mandal

THE SECOND SCHEDULE ABOVE REFERRED TO

(Notes: Description and area in this schedule are subject to changes depending on the unit being sold)

Unit No. ___ on the ___ Floor, admeasuring approximately ___ square feet carpet area i.e. approximately ___ square meters carpet area (as per the definition of the term “carpet area” under Section 2 (k) of RERA) as shown on the typical floor plan (Annexure ‘H’ hereto) (excluding the appurtenant areas such as (insert details) (“Appurtenant Areas”) approved as such and wherever applicable as shown hatched in the plan annexed) and in addition thereto the right to exclusively access Appurtenant Areas admeasuring ___ square feet equivalent to ___ square meters, in the Proposed Building to be constructed on the Said Property (as shown in red colour boundary lines on the plan annexed hereto as Annexure A) more particularly described in the First Schedule hereinabove written.

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

However, the carpet area of the said Unit in the presently approved plans (as approved by the SRA in accordance with the provisions of the applicable DCR) is reflected as [___] square meters equivalent to [___] square feet.

THE THIRD SCHEDULE ABOVE REFERRED TO

PART A -LIMITED COMMON AREAS

1. Limited common areas together admeasuring ___ square feet comprising of _____ as hatched and shown in Annexure ‘H’, which are not the part of the specified units may be exclusively allotted to those units who have access through such passages or adjacent to such toilets their exclusive or limited common use only as per the discretion of the Developer.
2. The ___ admeasuring ___ as hatched and shown in Annexure ‘H’.
3. Partition walls between the two units shall be limited common property of the said two units.
4. 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 Developer as per their discretion or may be reserved by the Developer for its exclusive use.
5. Terrace adjacent to the units shall exclusively belong to such respective units if so specifically allotted by the Developer. Terrace of the Building shall exclusively belong to the Developer.
6. Other exclusive and limited common areas and facilities as mentioned in this Agreement.

PART B - COMMON AREAS

1. Basement/s of the Building.
2. Ground level plus such levels of parking of the Building as may be permitted.
3. Front open space described in the First Schedule above.
4. Part of the entrance lobby of the Building.
5. The footings, RCC structures and main walls of the Building.
6. Staircase columns in the Building.
7. Common drainage, water and electrical lines of the Building.
8. Common ground water storage tanks and water reservoirs and plumbing machinery, pumps etc. in relation to the Building
9. Fire escape chutes of the Building.
10. Compound walls, fencing and gates of the Building.

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

SIGNED SEALED AND DELIVERED)
By the within named “Developer”)
M/s. Om Omega Shelters)
through its authorized signatory)

Mr.)
in presence of)
1.)
2.)

SIGNED AND DELIVERED)
By the within named Purchaser/s)
_____)
in the presence of)
1.)
2.)

Proforma of Allotment Letter

Date: _____

To, Mr. _____ / Mrs. _____,

(insert address)

Sub: Allotment of Unit No. _____ in _____ on the _____ floor of project known as “Parinee Eminence Phase - 1 ” situated at land and ground bearing C.S. Nos. 2/136 (part), 110 (part) and 109 (part) of Lower Parel Division and in the registration district of Mumbai lying, being and situate at the junction of Dainik Shivner Marg and Manjerakar Lane at Worli, Mumbai 400 018.

1. We are developing a project “**Parinee Eminence Phase - 1**” duly registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority at Mumbai bearing registration no. _____.

2. We hereby agree to allot you the following unit(s) in the building named “**Parinee Eminence Phase - 1**” on the terms and conditions as shall be detailed in the proforma Agreement for Sale, the brief details of which are as follows:

| | |
|--|--|
| Name, Address and Contact Details of Allottee (s) | |
| Office / Commercial Unit No & Wing | |
| Name of Building | |
| Carpet Area | |
| Appurtenant Areas (if applicable) | |
| Count of Car Parking(s) allotted | |
| Purchase Price | |
| Other amounts | Subject to and as mentioned in the Agreement for Sale |

3. You have paid us amount of Rs. _____ /- (Rupees _____ only) as booking amount and you shall pay to us the balance amount of Rs. _____ /- (Rupees _____ only) as per the Payment Schedule recorded in the Agreement for Sale / set out herein.

4. You have been informed that on receipt of 10% of the purchase price we have to compulsorily execute and register Agreement for Sale immediately. Kindly also note that if 10% of the total purchase price is not received within ___ days, then ___% of the purchase price is mutually agreed between us

as a reasonable amount of liquidated damages, which will be deducted from the payments made by you and balance amount, if any, will be refunded to you without any interest within 3 (three) months of the sale by the Promoter of the said Unit to any third party.

5. You agree and undertake to comply with all your obligations contained in the proforma Agreement for Sale, including but not limited to payment of requisite amounts stated therein.

6. You shall pay the amounts towards stamp duty, registration fees, GST and taxes as applicable as and when demanded by us.

7. You are requested to sign in confirmation of accepting the terms as mentioned in proforma Agreement for Sale by subscribing your signature on this letter and copy of this letter.

For Om Omega Shelters

I/ We Accept & Confirm
