

AGREEMENT FOR SALE

AGREEMENT FOR SALE made at Mumbai, this [•] day of [•], in the year Two Thousand and [•],

BETWEEN

ADANI ESTATES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at 'Adani House', Near Mithakhali Circle, Navrangpura, Ahmedabad 380 009 and branch office at Western Heights, J.P. Road, Opposite Gurudwara, Four Bungalows, Andheri (West), Mumbai 400 058, hereinafter referred to as the “**Promoter**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **One Part**,

AND

Mr. / Ms. / Mrs. [•] of [•], Indian Inhabitant/s having his / her / their address at [•] , [or] [•], **LLP**, a limited liability partnership, constituted under the Limited Liability Partnership Act, 2008, having its registered office at [•], represented herein by its duly authorised partner [•], [or] **Messrs. [•]**, a partnership firm, registered under the Indian Partnership Act, 1932, having its principal place of business at [•], represented herein by its duly authorised partner [•], [or] [•] **Private Limited/Limited**, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013,

having its registered office at [•], [or] [•] HUF, a Hindu Undivided Family, having its address at [•], represented herein by its karta and manager [•], [or] [•] trustees of the private trust constituted under the Deed of Trust/Settlement dated [•], having their/its address at [•], [or] [•] **Trust**, a public trust registered under the [•] Act, 19[•], having its registered office at [•], represented herein by its duly authorised trustees, hereinafter referred to as the “**Allottee/s**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of a/an: (i) individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns, (ii) limited company, or limited liability partnership, its successors and permitted assigns, (iii) partnership firm, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner its or their successors and permitted assigns, (iv) hindu undivided family, the karta and manager and the coparceners from time to time thereof and the survivors or survivor of them and the heirs, legal representatives, executors and administrators, of the last survivor of them, its or their successors and permitted assigns and (v) trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and its/their successors and permitted assigns) of the **Other Part**.

All capitalized terms in this Agreement shall have the meanings as respectively assigned to them in clause 1.1. However, any word or phrase defined in the body, or schedules, or annexures, of this Agreement, as opposed to being defined in Clause 1.1, shall have the meaning assigned to such word or phrase in this Agreement.

WHEREAS:

(A). By diverse mesne assignments and acts in law, and ultimately by and under the deeds and writings as set out in the statement annexed hereto and marked **Annexure 'A'** and as also referred to in Certificate of Title annexed hereto at Annexure 'F', the Promoter is exclusively entitled (including to develop) to the Project Land. Other matters relating to the Project Land are referred to in **Annexure 'F-1'**. A photocopy of the Property Register Card issued in respect of CTS No. 866/B/1 is annexed hereto and marked **Annexure 'B'**.

(B). The Promoter intends to develop the Project Land, being the Project.

(C). The Project, inter alia, involves: (i) the construction of the Complex, by utilisation of the Development Potential as the Promoter deems fit, in its discretion, and (ii) the allotments and sales, by the Promoter of the Premises in the Project, on an "ownership basis" under the applicable provisions, from time to time, of MOFA (as applicable) and RERA, and/or the grant of leases, tenancies, licences, and/or any other alienation or disposed of such Premises, as the Promoter deems fit, in its discretion. A plan of the Project Land is annexed hereto and marked **Annexure 'C'**.

(D). In relation, inter alia, to the Project, the Promoter has: (i) appointed the Project Architect and the Project Engineer in respect of the design and execution of the Project and has accepted their professional supervision till the completion of the Project, (ii) obtained the Certificate of Title, and (iii) obtained certain Approvals.

(E). The Promoter is in the process of applying for registration of the Project under RERA.

(F). The Allottee/s has/have approached, and applied to, the Promoter for allotment to the Allottee/s, of the Shop/Office, with the benefit of the use of the Parking Space/s as amenity thereto. In this regard, the Allottee/s has/have demanded from the Promoter, and the Promoter has given to the Allottee/s, inspection of the documents and records relating to the Project Land, and the Project, as well as all other documents specified under RERA including the current Plans and Approvals as required to be disclosed. The Allottee/s has/have satisfied himself/herself/themselves/itself in respect thereof, including the title of the Promoter to the Project Land, and the Promoter's right to develop the Project Land and its status. The Promoter shall not be obliged to provide, and the Allottee/s is/are not entitled to require, any further investigation in respect of the Promoter's title, and no further objection and/or requisition shall be raised by the Allottee/s in respect thereof

(G). Based upon the agreements, confirmations and undertakings of and applicable to the Allottee/s herein, including to observe, perform and comply with all terms, conditions and provisions of this Agreement, the Promoter has agreed to allot and sell the Shop/ Office Unit to the Allottee/s, strictly upon and subject to the terms, conditions and provisions hereof.

(H). Under the provisions of RERA, the Parties are required to execute an Agreement for Sale, being this Agreement, and to register the same under the provisions of the Indian Registration Act, 1908.

NOW IT IS HEREBY AGREED, BY AND BETWEEN THE PARTIES AS FOLLOWS: -

ARTICLE 1 - DEFINITIONS & INTERPRETATION

1.1 Definitions

1.1.1 “Additional Areas” means other areas that would form a part of the Complex, including certain Common Areas & Amenities, such as staircases, lifts, , refuge areas, pump rooms in basements, underground tanks, sewerage treatment plant, , electric substation, parking and services areas etc. which would be available and/or developed with or without payment of premiums or other charges.

1.1.2 “Development Potential” means the entire current, enhanced, future and estimated/projected/envisaged, FSI, Premium FSI, FAR, DR, DRCs, TDR, and other development potential, benefits, potential, yield, and/or advantages, and/or as may be available on any account whatsoever, and/or any other rights, benefits and/or any floating rights of any nature whatsoever, and by whatever name called, including fungible FSI, additional FSI, special FSI, compensatory FSI, incentive FSI, paid FSI, that is, or may be, available, or acquired, under any Applicable Law, or otherwise howsoever, including by way of hand over and/or transfer, to any Governmental Authority or persons, of any or all of the Reservations or any part/s of the Project Land. The Development Potential shall, at the Promoter’s discretion, be distributed and apportioned, from time to time in accordance with Applicable Law amongst any of the Buildings, to any extent. It is clarified that over and above the Development Potential the Project will generate Additional Areas. It is clarified that Additional Areas are not included in, and are over and above, the aforesaid Development Potential.

1.1.3 “Aggregate Payments” means all amounts, charges, deposits, interest, damages, liabilities, contributions including fund contributions

and corpus, etc., including the Purchase Price, Interest, Liquidated Damages, Other Charges & Deposits, and Taxes payable, agreed to be paid, and/or required to be paid by the Allottee/s herein and in relation to, and/or in pursuance of, the agreement for allotment and sale herein;

1.1.4 “Agreement” means this Agreement, including all recitals and schedules herein and all annexures hereto, and also includes any modification hereof reduced to writing and executed by the duly authorised representative/s of the Promoter and by the Allottee/s; which writing shall be expressed to be supplemental to, or as a modification or amendment of, this Agreement.

1.1.5 “Allottee/s Event of Default” includes the occurrence of all or any of the following events:

1.1.5.1 the Allottee/s delaying, or committing default in making, and/or failing, refusing, or neglecting, to make payment of any of the Aggregate Payments, or any part/s thereof on or before respective due dates; and/or,

1.1.5.2 the Allottee/s committing any breach or default of, or not being in observance, performance, or compliance with any of the terms, conditions, covenants, undertakings, representations and/or warranties contained in this Agreement, and/or as given by him/her/them/it under this Agreement, and/or of any Approvals and/or Applicable Law, etc.; and/or,

1.1.5.3 the Allottee/s being convicted of any offense involving moral turpitude; and/or

1.1.5.3 the Allottee/s has/have been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be; and/or,

1.1.5.4 the Allottee/s receiving any notice from Governmental Authority, and/or any foreign state or government, and/or any authorities of any foreign state or government, under any laws, rules, or regulations, and/or the Allottee's involvement in any money laundering and/or illegal activity/ies, and/or the Allottee/s being declared to be proclaimed offender and/or a warrant being issued against him/her/them/it under any laws, rules, or regulations;

1.1.6 "Applicable Law" includes all laws, rules, regulations, development control rules and regulations including the Proposed DCR, orders, judgments, decrees, ordinances, guidelines, notices, notifications, schemes, Government Resolutions (GRs) and directions, the Approvals, and the terms and conditions thereof, as may be issued, or imposed, or required, or mandated, in any manner by any Governmental Authority, or courts of law, or judicial or quasi-judicial bodies or authorities, and as are, or may be, in force from time to time, and/or the Project, and/or Project Land, or any part/s thereof; all being of the Republic of India.

1.1.7 "Approvals" includes all approvals, permissions, sanctions, licences, and no objection certificates/letters, by whatever name called, obtained, in the process of being obtained, and to be obtained, under Applicable Law, as the Promoter may consider necessary and expedient, and/or as required by any Governmental Authority, inter

alia, in relation to the development of the Project, and/or, inter alia, in relation to the Project Land, or any part thereof, and includes specifically: (1) the current Plans sanctioned in respect of the Project, and (2) the Intimation of Disapproval dated 24th March, 2009, No Objection Certificate dated 1st February, 2011 from Airport Authority of India approving building height of 107.07 meters above ground, Environmental Clearance dated 12th May, 2009, and Commencement Certificate issued by the MCGM in respect of the Project, copies whereof are annexed hereto and marked **Annexures 'D-1', 'D-2', D-3' and D-4'** respectively, together with all further intimation of disapproval, no objection certificates, environmental clearances, commencement certificates and other approvals, permissions, sanctions, licences, no objection letters/certificates, and together with renewals, extensions, revisions, amendments and modifications thereof, from time to time, as the Promoter may consider necessary and expedient, in its discretion, and/or as required by the MCGM, and/or any Governmental Authorities.

1.1.8 “Booking Amount” means the earnest money/deposit stated in Annexure ‘H’ hereto and payable to the Promoter.

1.1.9 “CAM Charges” means the Common Area Maintenance Charges for the maintenance of the Retail/Commercial Levels and/or towards the Common Areas & Amenities and the Retail/Commercial Limited Common Areas & Amenities shall be the amount stated in Article 3.4 below, hereto payable to the Promoter

1.1.10 “Refundable Security Deposit” means amount collected on refundable basis as security deposit calculated at actuals (currently estimated at the rate of Rs. [•]/- per square foot carpet area of the Shop/Office Unit),.

1.1.11 “Carpet Area (as per RERA)” means the proposed carpet area of the Shop/Office Unit stated in the Statement annexed hereto at Annexure ‘E’, as presently determined on the basis of the net usable floor area of the Shop/Office Unit , excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Shop/Office Unit.

1.1.12 “Certificate of Title” means the certificate of title dated 16th October, 2014, issued by Wadia Ghandy & Co. certifying the Promoter’s title to the Project Land, a copy of which is annexed hereto and marked **Annexure ‘F’**.

1.1.13 “Common Areas & Amenities” means the areas, amenities and facilities to be developed upon the Project Land as a part of the Project, all within the Project Land which are intended for the common use of, inter alia, the allottees, purchasers, owners and occupants, from time to time of Premises, and more particularly described in Part A of the Statement annexed hereto and marked **Annexure ‘G’**. Common Areas & Amenities include basement, multi-level podium and other necessary amenities but exclude the Retail/Commercial Limited Common Areas & Amenities and the Towers Limited Common Areas & Amenities within the Project Land.

1.1.14 “Complex” shall mean the residential-cum-commercial building comprising of three level basement, Retail/Commercial Levels, multi-level podium, Towers including the common areas and amenities and the limited common areas and amenities attributable to the Retail/Commercial Levels and the Towers.

1.1.15 “Confidential Information” includes all information imparted by the Promoter to the Allottee/s, and obtained by the Allottee/s under, and/or in connection with this Agreement on, before, or after, the date of execution of this Agreement, relating to the Project Land, and/or the Internal Road, and/or the Project, and/or current or projected plans or affairs of the Promoter, or Promoter Affiliates, including: (i) this Agreement and the terms hereof, (ii) all documents, records, writings, Plans, Approvals, the Informative Materials, etc., product information and unpublished information related thereto, and any other commercial, financial or technical information relating to the Project Land, and/or the Internal Road, and/or the Project, or any part/s thereof, and (iii) the existence of any discussions, or negotiations, any proposal of business terms, and any due diligence materials, and other transaction documents, in each case to the extent relating to the transaction contemplated under this Agreement.

1.1.16 “Construction Defects” means defects in the materials used in the construction of the Retail/Commercial Levels which would result in the failure of a component part thereof or result in damage thereto; and shall always exclude wear and tear, loss or damage due to a Force Majeure Event, defects due to minor changes/ cracks the Retail/Commercial Levels/the Shop/Office Unit on account of any variation in temperature/weather, misuse, unauthorised or non-

permitted alterations, renovations or repairs and loss or damage caused by any willful act or negligence, defects due to the failure of the Allottee/s and/or the Entity & Organisation (as the case may be) to undertake proper and effective care and maintenance of the Retail/Commercial Levels/the Shop/ Office Unit as prudent persons would .

1.1.17 “Day” means the working day, in the State of Maharashtra as notified by State Government of Maharashtra from time to time.

1.1.18 “Date of Offer of Possession” means the date of the written communication to be addressed by the Promoter to the Allottee/s, under which the Promoter shall offer possession of the Shop/Office Unit in terms of Article (6) hereinbelow; which is currently estimated by the Promoter, to be the date stated in Annexure ‘E’ hereto, subject always to Force Majeure.

1.1.19 “DR” means development rights.

1.1.20 “DRC” means a Development Rights Certificate.

1.1.21 “Entity & Organisation” means a co-operative society under the Maharashtra Co-operative Societies Act 1960, and/or any other entity, organisation, association, or body, referred to in, or permitted under, RERA;

1.1.22 “FAR” or “FSI” means floor area ratio/floor space index based on which the Development Potential is determined.

1.1.23 “Financial Year” means a financial year as stipulated by Income Tax Act, 1961 and the Companies Act, 2013, presently being from 1st April of a calendar year and ending on 31st March of the immediately succeeding calendar year.

1.1.24 “Force Majeure Event” includes any: (1) acts of God, wars, police actions, or hostilities (whether declared or not), invasions, acts of foreign enemies, rebellions, terrorism, revolutions, insurrections, military or usurped powers, or civil wars, riots, commotions disorders, strikes or lockouts, munitions of war, explosive materials, ionising radiation or contamination by radioactivity, and natural catastrophes, (2) hindrance, interference, or obstruction, suffered by the Promoter, in relation to the Project Land, or any part thereof, and/or the development of the Project Land, and/or the Project, (3) claim, dispute, or litigation, which affects the Project Land, or any parts thereof, and/or the Project, (4) notice, order, judgement, decree, rule, regulation, notification or directive, and/or policies of, Governmental Authorities and/or terms and conditions or any Approvals, which affects the Project Land, and/or the development thereof, and/or the Project, (5) prohibitory order being passed by any Governmental Authorities, which affects, or hinders, the Project Land, and/or the development thereof or any part thereof, and/or the Project, (6) delay or refusal in issue of any Approvals, including occupation certificate/s, as may be required in respect of the Project, and/or the Retail/Commercial Levels and/or the Towers, and/or the Common Areas & Amenities to be issued by any Governmental Authority, and

(7) non-availability, or short, or infrequent, supply, of steel, cement, other building materials, water or electric supply/connections, or drainage/sewage connections or labour, workers, TDR, etc.; not due to a default by the Promoter.

1.1.25 “Governmental Authority” means the Government of India, the State Government of Maharashtra, and any local or other government, and any ministry, department, agency, officer, commission, court, judicial or quasi judicial body or authority, statutory or public authority or body, or other body or person exercising executive, legislative, judicial, regulatory or administrative functions of a government; and includes the MCGM, the City Survey Office, the Real Estate Regulatory Authority constituted by the State Government of Maharashtra under the RERA, and any other concerned bodies or authorities.

1.1.26 “Holding Charges” means the separate/independent pre-estimated and fixed charges as per Annexure [•] in addition to (and not in substitution of) Interest,.

1.1.27 “Indemnified Parties” shall mean the Promoter, Promoter Affiliates and the PMC, and their respective directors, partners, shareholders, constituents, representatives, officers, employees, servants, agents, and all persons claiming under them, and their respective successors and assigns.

1.1.28 “Informative Materials” means all advertisements, publicity, or promotions, of whatsoever nature in respect of the Project Land, and/or the Project, in any media, including print, and/or electronic, and/or

digital media, and includes writings, brochures, leaflets, pamphlets, handouts, presentations, advertisements, oral or written representations, made and/or published, and/or generated by, or on behalf of, the Promoter, and any other such information or materials as may be made, or published by, or on behalf of the Promoter; and includes publicity reports.

1.1.29 “Intellectual Property” means the word mark “*Adani*” and any combination of words in which such name and word mark is used and any word, name, device, symbol, logos, corporate names, insignia, emblems, work marks, slogan, design, brand, service mark, service names, trade name, trade dress, patents, circuit layouts, business and domain names, copyrights, other distinctive feature or any combination of the aforesaid, whether registered or unregistered, and used in connection with the businesses and activities of the Promoter and/or in respect of the Project Land and/or the developments and projects to be undertaken thereon from time to time (with all amendments, upgrades, additions or improvements thereto), and (iv) product configuration, industrial design, or trade secret law or any other laws with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials and all recordings, graphs, designs, drawings, reports, analyses, other writings and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension to the terms of such rights.

1.1.30 “Interest” shall mean interest prescribed under RERA.

1.1.31 “Internal Road” means the 16 meter wide strip of land forming part of the Project Land, admeasuring in the aggregate approximately [•] square metres, which serves as a means of access to the Project Land, and also as a permanent perpetual and irrevocable right of use in respect of MMRDA Land . The Internal Road is described in the Title Certificate, and shown hatched in [•] on the plan annexed hereto and marked Annexure ‘C’.

1.1.32 “Liquidated Damages” means the pre-estimated liquidated damages payable by the Allottee/s , which shall be equivalent to [•] per-cent ([•]%) of the Purchase Price, which the Parties mutually consider to be reasonable and not as a penalty.

1.1.33 “MCGM” means the Municipal Corporation of Greater Mumbai.

1.1.34 “MMRDA Land” shall have the meaning ascribed to it in paragraph (xi) of Annexure ‘A’.

1.1.35 “MOFA” means the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.

1.1.36 “Other Charges & Deposits” shall mean the charges and deposits referred to and stated in Article 3.4, which are based on the Carpet Area (as per RERA) of the Shop/Office Unit, and any of which may, as determined by the Promoter, in its discretion, be calculated, or

based, on the Carpet Area (as per RERA) of the Shop/Office Unit, or as a fixed or lumpsum charge, or otherwise on any other basis.

1.1.37 “Parking Space/s” means the parking space/s referred to in the Statement annexed hereto at Annexure ‘E’, and in the **Second Schedule** hereunder written. The Promoter shall be entitled in its discretion as it deems fit to allocate and distribute all parking spaces in respect of the Project between any Premises in the Project. The location and the designated number of the Parking Space/s will be determined by the Promoter and notified (in writing) to the Allottee/s by the Date of Offer of Possession.

1.1.38 “Parties” means the Promoter and the Allottee/s and the term “Party” shall be construed accordingly.

1.1.39 “Plans” means the plans, drawings and layout as currently approved and sanctioned by the MCGM and concerned Governmental Authorities in respect of the Project, and includes plans, drawings and layouts as may, from time to time, be submitted by the Promoter in its discretion, in respect of the Project, and/or parts thereof, and/or as may be sanctioned and approved from time to time; together with any amendments, alterations, modifications, additions, extensions, renewals, etc. in respect thereof as the Promoter may consider necessary and expedient, in its discretion, and/or as required by any Governmental Authority

1.1.40 “Premises” means an area, or space, designated by the Promoter, in its discretion, for residential, and/or commercial, and/or retail, and/or any other uses.

1.1.41 “Project” means the Retail/Commercial Levels being part of the Complex to be known as “**Inspire Hub**” to be developed and constructed upon the Project Land.

1.1.42 “Project Architect” means any architect/s, registered with the council of architects, that have been appointed, from time to time, by the Promoter, in relation to the Project.

1.1.43 “Project Completion” mean the completion, as determined by the Promoter in its discretion, of the Project and includes the: (1) completion of the entire construction of the Complex, (2) receipt of all Approvals contemplated by the Promoter in respect of the Project, (3) formation and registration of the Entity & Organisation by the Promoter, (4) conveyance and the transfer of the Project Land and the Complex to the Entity & Organisation,. The Promoter estimates the date of Project Completion to be [•] 20[•], subject to Force Majeure and in normal circumstances; provided always that the Promoter shall always be entitled to complete the Project on an earlier date in its discretion.

1.1.44 “Project Engineer” means any structural and/or civil engineers, that have been engaged, from time to time, by the Promoter, in relation to the Project.

1.1.45 “Project Land” means the land admeasuring approximately 7,547.51 square meters, more particularly described in the **First Schedule** hereunder written and shown delineated by a red coloured boundary line on the plan annexed hereto at Annexure ‘C’.

1.1.46 “Promoter Affiliates” means any company/ies, entity/ies, concern/s or person/s who/which is/are nominee/s of, and/or group, holding, or affiliate, or subsidiary company/ies, entity/ies, or concern/s, of the Promoter, and/or associated, or affiliated, with the Promoter by contract, or otherwise.

1.1.47 “Promoter’s Bank Account/s” means the bank account/s as may be designated and operated from time to time by the Promoter for payment and deposit by the Allottee/s of the Aggregate Payments, or any part/s thereof.

1.1.48 “Purchase Price” means the purchase price and consideration payable by the Allottee/s, as stated in Annexure ‘E’ hereto.

1.1.49 “PMC” shall mean any entity/ies, or organisation/s, or agency/ies, or person/s, engaged and appointed, from time to time, by the Promoter, and/or Promoter Affiliates, in its/their discretion, for the management, and/or maintenance, and/or repairs, of the Project Land, and/or the Retail/Commercial Levels, and/or the Towers, and/or the Common Areas & Amenities, and/or the Retail/Commercial Limited Common Areas & Amenities, , and/or the Towers Limited Common Areas & Amenities or any of them.

1.1.50 “Reservations” means any reservations that may, from time to time, affect the Project Land, or any part thereof; and/or as may be shifted or altered from time to time in accordance with the Applicable Law for time being in force.

1.1.51 “Retail/Commercial Levels” means the ground floor, first floor and second floor of the Complex below the podium comprising of retail/commercial units and shops.

1.1.52 “Retail/Commercial Limited Common Areas & Amenities” means, staircases, lifts and common passages on each floor/level thereof, fire-fighting systems, refuge areas, garbage disposal areas, and includes certain areas within the Retail/Commercial Levels. Retail/Commercial Limited Common Areas & Amenities shall always exclude Towers Limited Common Areas & Amenities, Common Areas & Amenities, parking spaces, and independent areas and utility areas in the Project. The Retail/Commercial Limited Common Areas & Amenities are more particularly described in Part C of the Statement annexed hereto at Annexure ‘G’.

1.1.53 “RERA” means the Real Estate (Regulation and Development) Act, 2016 and 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, thereof.

1.1.54 “said Tower” means one of the Towers as described in Statement annexed hereto and marked **Annexure ‘E’**.

1.1.55 “Shop/Office Unit” means the retail premises for commercial use in the Retail/Commercial Levels of the Project described in Annexure ‘E’ hereto, which is shown on the typical floor plan thereof

annexed hereto and marked **Annexure ‘I’** and which is more particularly described in the **Second Schedule** hereto.

1.1.56 “Shop/Office Unit Amenities” means the amenities, fixtures and fittings proposed to be provided in the Shop/Office Unit, as listed in the Statement annexed hereto at Annexure ‘J’ hereto.

1.1.57 “Taxes” means all present, future, and enhanced taxes, imposts, dues, duties, impositions, fines, penalties, etc, by whatever name called, imposed/levied under any Applicable Law, and/or by Governmental Authorities, attributable to, and/or in relation to, and/or arising from, and/or imposed or levied upon, the agreement for allotment and sale herein, and/or the Shop/Office Unit, and/or the Parking Space/s, and/or this Agreement, and/or upon the Purchase Price and/or any or all of the other Aggregate Payments referred herein, and/or upon the Entity & Organisation to be formed in respect of the Project, and/or in respect of the documents and writings to be executed in their favour, as contemplated herein, and/or otherwise; and includes service tax (if any), goods and services tax, education tax/cess/charges, value added tax (VAT) (if any), local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any other taxes, imposts, impositions, levies, or charges, in the nature of indirect tax, or in relation thereto, that is/are imposed or levied by any Governmental Authority.

1.1.58 “TDR” means transferable development rights.

1.1.59 “TDS” means tax deducted at source, under the Income Tax Act, 1961.

1.1.60 “TDS Certificate” means a certificate evidencing payment of TDS, presently in Form 16B under the Income Tax Act, 1961.

1.1.61 “Towers” means the three residential buildings/wings (including the said Tower) forming part of the Complex, to be developed and constructed, upon the Project Land, all or any of them, to be up to [23] habitable upper floors above the podium level.

1.1.62 “Towers Limited Common Areas & Amenities” means, in respect of each of the Towers, staircases, lifts and common passages on each floor/level thereof, fire-fighting systems, refuge areas, garbage disposal areas, and includes certain areas within each of the Towers. Towers Limited Common Areas & Amenities shall always exclude Retail/Commercial Limited Common Areas & Amenities, Common Areas & Amenities, parking spaces, and independent areas and utility areas in the Project. The Towers Limited Common Areas & Amenities are more particularly described in Part B of the Statement annexed hereto at Annexure ‘G’

1.2 The recitals, schedules and annexures in and to this Agreement form an integral part of this Agreement, and in the interpretation of this Agreement and in all matters relating to the agreement herein, this Agreement shall be read and construed in its entirety.

1.3 In this Agreement:

- 1.3.1 unless the subject or context otherwise requires, reference to the word “*include*”, “*includes*” or “*including*” shall be construed as without limitation;
- 1.3.2 reference to the terms “*herein*”, “*hereto*”, “*hereof*”, or “*thereof*”, and any other similar terms refer to this Agreement and not to the particular provision in which the term is used, unless the subject or context otherwise requires;
- 1.3.3 reference to any one gender, masculine, feminine, or neutral, includes the other two, and the singular includes the plural and vice versa, unless the subject or context otherwise requires;
- 1.3.4 reference to an “*amendment*” includes a supplement, modification, novation, replacement, or re-enactment, and the term “*amended*” is to be construed accordingly unless the subject or context otherwise requires;
- 1.3.5 bold typeface, headings and titles are used for convenience of reference only and shall not affect the construction of this Agreement, and/or limit, extend, or define any of the terms, conditions and provisions hereof;
- 1.3.6 when any number of Days is prescribed in any document, the same shall be reckoned exclusively of the first and inclusively of the last Day;
- 1.3.7 wherever the Allottee/s has confirmed, and/or accepted, and/or acknowledged, and/or agreed to, and/or given any undertaking

in respect of, any act, deed, matter, thing, item, action, or term or provision of this Agreement, the same means, and shall be deemed to mean, the irrevocable and unconditional confirmation, acceptance, acknowledgement, agreement, undertaking, declaration, representation and warranty on the part of the Allottee/s, in respect of, and/or in relation, to such act, deed, matter, thing, item, action, or provision;

1.3.8 wherever reference is made to “allottees” in this Agreement the same means, and shall be deemed to mean, the respective heirs, executors, administrators, successors, and assigns, as the case may be of such “allottees”

1.3.9 wherever reference is made to the “*discretion of the Promoter*”, or “*Promoter’s discretion*”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the sole, absolute and unfettered discretion of the Promoter, which irrevocably binds the Allottee/s and all other concerned persons, and which shall not be called into question, and/or challenged, and/or disputed in any manner, on any grounds whatsoever, by the Allottee/s and all concerned persons;

1.3.9 wherever reference is made to the “*entitlement*” of the Promoter, and/or the Promoter being “*entitled*”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the full complete, absolute, exclusive and unfettered entitlement and liberty of the Promoter in its sole discretion, over, and/or in relation, to the act, deed, matter, or thing in question;

1.3.10 time is of the essence in respect of the performance by the Allottee/s of all his/her/their/its obligations, including financial obligations. If any time period specified herein is extended in writing by the Promoter in its discretion, such extended time period shall also be of the essence;

1.3.11 all Aggregate Payments shall be paid by the Allottee/s on or before the due dates for payment thereof, and/or as demanded by the Promoter, without any delay, demur, default, dispute, or deduction, whatsoever;

1.3.12 references to recitals, articles, clauses, schedules and annexures shall be reference to the recitals, articles, clauses, schedules and annexures contained in, or annexed to, this Agreement, as the case may be;

1.3.13 references to laws, rules or regulations, or to any provision/s thereof, shall include references to any such law, rules and regulations as they may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation, including rules or regulations, made from time to time under that provision;

ARTICLE 2 - ALLOTMENT & SALE

2.1 Subject to and upon the terms, conditions and provisions hereof, including payment by the Allottee/s of the Aggregate Payments, the

Promoter hereby agree/s to allot and sell to the Allottee/s, and the Allottee/s hereby agree/s to purchase and acquire from the Promoter, on what is commonly known as “ownership basis” in terms of RERA, the Shop/ Office Unit, and in terms of Article (6) of this Agreement, the use, as an amenity attached to the Shop/ Office Unit, of the Parking Space/s, solely and exclusively for the parking of the Allottee/s light motor vehicle/s, for no other purposes whatsoever, including not for storage, or any commercial purpose, or for parking of any other vehicles, and not for parking of any large, or extra-large, vehicles.

2.2 Shop/Office Unit Amenities

2.2.1 The Shop/Office Unit agreed to be allotted and sold herein is and shall always be constructed and provided and offered in bare shell, unfurnished condition, whereby the Shop/Office Unit Amenities listed in the Statement annexed hereto and marked Annexure ‘J’ shall be the only fixtures, fittings and amenities that shall be installed and provided by the Promoter in the Shop/Office Unit.

2.2.2. The Allottee/s has been informed and is aware that (i) all natural materials, including, marble, granite, natural timber etc., contain veins and grains with tonality differences, and while the Promoter shall pre-select such natural materials for installation in the Complex, and/or the Shop/Office Unit, and/or that form a part of the Shop/Office Unit Amenities their non-conformity, natural discoloration, or tonal differences/variations at the time of installation will be unavoidable, (ii) the warranties of equipment, appliances and electronic items installed in the Shop/Office Unit by the Promoter shall be as per the standard warranties provided by the manufacturer only and accordingly

any defect in such equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system/equipment installer/ manufacturer only with the Promoter having no liability or obligation for the same) and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non comprehensive annual maintenance contracts shall be obtained by the Allottee/s. The equipment, appliances and electronic items which form a part of the Shop/Office Unit Amenities shall be maintained, serviced and repaired by third party manufacturers, suppliers and dealers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, appliances and electronic items are maintained, serviced and repaired with, in any manner by any person other than the authorized third party manufacturers, suppliers and dealers then the warranties above shall be rendered void and the Promoter shall never be held liable or responsible in respect thereof.

2.2.3 For betterment thereof and/or for quality control purposes and/or due to non-availability or short supply, any of the Shop/Office Unit Amenities and/or materials or items used, or comprised therein, may be altered, amended, or substituted, and/or materials or items of a similar nature materials or items may be provided.

2.3 Common Areas & Amenities

2.3.1 The nature, extent and description of the Common Areas & Amenities, Retail/Commercial Limited Common Areas & Amenities and the Towers Limited Common Areas & Amenities to be comprised in the Project are set forth in Part A, Part B and Part C respectively of

the Statement annexed hereto at Annexure 'G', which may be completed and/or available on or before Project Completion, at the Promoter's discretion.

2.3.2 The Allottee/s has been informed and is aware that the warranties of plant, machinery, equipment, appliances and electronic items installed by the Promoter in the Project shall be as per the standard warranties provided by the manufacturer only, and accordingly any defect in such plant, machinery, equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system / equipment installer/manufacturer only (with the Promoter having no liability or obligation for the same), and it is agreed and acknowledge that, beyond manufacturer warranties, comprehensive/non comprehensive annual maintenance contracts shall be obtained by the Entity & Organisation. The equipment, machinery and various other facilities which form a part of the Common Areas & Amenities, Retail/Commercial Limited Common Areas & Amenities and the Towers Limited Common Areas & Amenities shall be maintained, serviced and repaired by third party manufacturers, suppliers and dealers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, machinery and various other facilities are maintained, serviced and repaired with, in any manner by any person other than the authorized third party manufacturers, suppliers and dealers then the warranties above shall be rendered void and the Promoter shall never be held liable or responsible in respect thereof.

ARTICLE 3 - PURCHASE PRICE

3.1 The Allottee/s agree/s and undertake/s to pay to the Promoter, the Purchase Price, strictly in accordance with the schedule of payment set out in the Statement annexed hereto and marked Annexure 'H', and in terms of and subject to the terms and provisions of this Article (3), or within fifteen (15) Days from the date of a written demand being made by the Promoter, as directed by it. All payments shall be made by cheques, and/or pay orders, and/or demand drafts, drawn in favour of the Promoter, or if directed by the Promoter, in its discretion, by direct bank transfer/RTGS deposited by the Allottee/s in the Promoter's Bank Account, along with the applicable Taxes thereon; subject to deduction of applicable TDS. As per the Income Tax Act, 1961 TDS is presently 1% (one per cent) of all amounts to be paid to the "*transferor*", that is, in the present case, to the Promoter (in installments or otherwise), which TDS shall be deducted by the Allottee/s at the time of making payments and remitted in government account in accordance with the provisions of Income Tax Act, 1961. The Allottee/s agree/s and undertake/s to deliver to the Promoter, an original TDS Certificate, by the expiry of seven (7) Days from the date of each payment of TDS made by the Allottee/s, and/or before the end of the respective Financial Year in which all payments of TDS would have had been made, whichever is earlier. Without prejudice to non-payment of TDS, and/or the non-delivery of TDS certificates as aforesaid, being a Allottee/s Event of Default, the Allottee/s shall be liable to deposit with the Promoter, an amount equivalent to the unpaid TDS, on or before the Date of Offer of Possession which amount shall be refunded after deducting Interest therefrom in respect of for the period of delay in payment of TDS by the Allottee/s to the Government and producing the TDS Certificates and the Promoter receiving the credit for the same.

3.2 The Allottee/s is/are aware and acknowledges that the Purchase Price has been accepted by the Promoter, on the following specific agreements and confirmations of the Allottee/s that the Purchase Price shall be free of escalation other than escalation/increases, on account of escalation/increase in development charges payable to the Governmental Authorities and/or any other increase in charges which have or may be levied or imposed by any Governmental Authorities, from time to time. The Promoter shall consequently be entitled to an increase in the Purchase Price proportionate to the extent of such escalations/increases. Such additional Purchase Price shall be determined by the Promoter and shall be due and payable on or before the Date of Offer of Possession apportioned equally between the (unpaid) balance installments of the Purchase Price and payable along with the same. While raising a demand on the Allottee/s for increase in the Purchase Price, the Promoter shall enclose the notification/order/rule/regulation published/issued providing for, or other evidence of, such escalation/increase in the Purchase Price.

3.3 The Allottee/s further confirm/s that it has willingly paid the Booking Amount and other installments of the Purchase Price to the Promoter on or prior to the execution of this Agreement.

3.4 Other Charges & Deposits: .

3.4.1 The Allottee/s shall, in addition to the Purchase Price, be liable to bear, pay and discharge, within [•] Days from the Date of Offer of Possession, the Other Charges & Deposits as under .

Sr. No		Particulars
1	(a)	Share Money
	(b)	Outgoings for 1 year as interest free security deposit excluding Property Tax
	(c)	Refundable Security
2	(a)	Entity & Organisation Formation charges
	(b)	Legal & Documentation charges
	(c)	Outgoings for one year in advance excluding property tax
	(d)	Infrastructure development charges
	(e)	Water supply connection & Piped gas connection charges
	(f)	MSEB/Reliance Energy charges
	(g)	Parking maintenance advance for 2 years

The Other Charges & Deposits are non-refundable, and shall not carry any interest. Save and except for the amounts/payments mentioned in sr. no.1 above, the Promoter shall never be liable, at any time, to render account of such amounts/payments to the Allottee/s, and/or to the Entity & Organization.

On and from the Date of Offer of Possession (whether or not the Allottee/s has/have taken possession of the Shop/ Office Unit or not), the Allottee/s shall be continuously bound and liable to bear and pay in respect of the Shop/ Office Unit, his/her/their/its share of the outgoings, maintenance charges, comprising of general maintenance, property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premia, parking charges, costs for running generator, costs charges and expenses of cleaning and lighting the passages, landings, staircases, costs of maintenance, management and upkeep of

Common Areas & Amenities and Retail/Commercial Limited Common Areas & Amenities, and operation and maintenance and repairs of lifts, water pumps, utility charges, salaries of all staff including managers, security, sweepers, liftmen, gardeners and such other charges expenses necessary or incidental for maintenance and upkeep of the Project, including the Retail/Commercial Levels and other charges and levies of like nature, payable in respect of the Project including the Retail/Commercial Levels and the Shop/ Office Unit, to all Governmental Authorities and/or any private bodies, security agencies, house-keeping agencies, and other persons.

3.4.2 The Promoter shall raise bills periodically on the Allottee/s in respect of his/her/their/its share of the Other Charges & Deposits in advance for each month, after a period of eighteen (18) months from the date of receipt of the occupation certificate/s in respect of the Shop/Office Unit and/or the Retail/Commercial Levels, or any part thereof, and the Allottee/s shall duly pay and discharge the same regularly within seven (7) Days of the date of the bill/invoice in respect thereof.

3.4.3 The Promoter shall utilize and appropriate the Refundable Security Deposit towards any shortfall, deficit or any unpaid or outstanding CAM Charges, if any, that may be outstanding, due and payable by the Allottee/s. Out of the remaining amount lying with the Promoter, the Promoter shall adjust the CAM Charges payable by the Allottee/s for eighteen months from the date hereof. After expiry of the period of eighteen months from the date hereof, the Promoter shall raise bills periodically on ad-hoc basis on the Allottee/s in respect of CAM Charges on actual basis (which is currently estimated at Rs. [•]/-

per square foot carpet area of the Shop/Office Unit per month), in advance for each calendar month and the Allottee/s shall duly pay and discharge the same regularly within seven (7) Days from the date of the bill, and the Allottee/s shall not withhold the same for any reason whatsoever..

3.4.5 As far as the allottees, purchasers and occupants of residential flats in the Towers of the Project are concerned, the Promoter shall be fully and freely entitled to levy such charges and deposits as it deems fit in its discretion which may not be consistent with the nature, type and quantum of the Other Charges & Deposits levied in respect of the commercial shops/units in the Retail/Commercial Levels of the Project.

3.4.6 The Promoter shall be entitled, in its discretion, to appropriate and/or adjust monies held for one purpose and/or on one account, against any liabilities due and payable herein by the Allottee/s for any other purpose/s and/or on any other account.

3.4.7 The Promoter shall, in the interest of the Allottee/s, and the Project, take decisions regarding management and allocation of funds/monies, and the type, mode, quality of services to be provided, in respect of the Project, and the management and administration thereof;

3.4.8 The Allottee/s agree/s that until the formation and registration of the Entity & Organisation and execution of the Deed/s of Transfer in its favour as provided in Article (12), the Promoter, and/or any persons engaged by it, including the PMC shall maintain, manage and secure

the Project. During such time, the Allottee/s shall pay, and the Promoter and/or the PMC shall collect, all contributions towards maintenance charges, outgoings and other charges.

ARTICLE 4 - DEVELOPMENT: PROMOTER'S RIGHTS & ENTITLEMENTS

In addition to rights, entitlements, powers, authorities and discretions of the Promoter, and the information and disclosures referred to, contained and made elsewhere in this Agreement, the Promoter has informed, and put the Allottee/s to notice, of the following matters and the Allottee/s agrees to and accepts the same, inter alia, on the basis and strength of which the Promoter has entered into this Agreement:

4.1 Project

4.1.1 The Promoter intends to develop the Project as it deems fit in its discretion. In this regard the Promoter shall have the right, in its discretion, for the beneficial interest of the Project, without adversely affecting the Shop/Office Unit to make any variations, alterations, amendments, or deletions, in respect of the layout and planning thereof, including the Plans and Approvals thereof, and/or for relocating/realignment, or modification, of any Common Areas & Amenities and/or Retail/Commercial Limited Common Areas & Amenities, and/or Towers Limited Common Areas & Amenities and/or any plans, and/or approvals in respect of the Project, and/or vary the location of accesses and/or the areas, locations, orientation and dimensions thereof; as the Promoter deems fit, in its discretion for better planning, and/or if the same is/are required by Governmental Authorities. The Promoter will obtain the prior consent in writing of the Allottee/s in respect of material variations or modifications which will adversely affect the Shop/Office Unit, except any alteration or

addition required by any Government Authorities or due to change in Applicable Law, when no prior consent is required.

4.1.2 The Project is, and shall be, undertaken and implemented, by the Promoter by utilising the entire the Development Potential as contemplated by the Promoter, and in terms of the Plans and Approvals sanctioned in phase-wise manner, from time to time, with the overriding and irrevocable power, authority and discretion of the Promoter to complete the same, as it deems fit, in its discretion, on or before Project Completion subject to changes in circumstances, and/or Force Majeure Events, and/or market conditions, demand and supply, and/or or otherwise for any other reasons or circumstances howsoever.

4.1.3 With respect to the Development Potential contemplated to be utilised by the Promoter in the Project:

4.1.3.1 the Development Potential, contemplated by the Promoter, to be utilised in the Project is approximately [•] square meters. However, as the Promoter intends to construct the Towers upto a maximum of [•] habitable floors above the podium/s thereof, it is intended that proportionate paid FSI and TDR, out of the Development Potential, shall, from time to time be utilised and loaded and form part of the Project development, and the Plans and Approvals in respect thereof shall be obtained from time to time by the Promoter;

4.1.3.2 the Promoter has and shall always have the full and free right to allocate and distribute the Development Potential, as the Promoter deems fit, in its discretion amongst any or all of the Buildings;

4.1.3.3 if, either prior to Project Completion, or thereafter, any FSI, TDR, DR. or other development potential, of whatsoever nature or by whatever name called arises, and/or becomes available, and/or may be loaded or utilized upon, and/or in respect of the Project Land, which may, for better and beneficial planning, and/or for convenience at the Promoter's discretion, form a part of the Development Potential, and be utilised in the Project, then in such case the Promoter shall be entitled to prepare, amend, modify or revise and have sanctioned, such plans in respect thereof, and obtain any Approvals in respect thereof. There shall be no change in the planning of the Shop/Office Unit by virtue thereof; and,

4.1.4 Governmental Authorities has/have set out, and may set out, any terms, conditions and restrictions which may apply to, and have to be complied with, by the Promoter, and/or the purchasers and allottees of Premises in the Project;

4.1.5 The Promoter shall, until Project Completion, be and remain exclusive owner and holder and shall have, entire right, title, interest, benefit, claim and demand in respect of the Project, including all Premises therein, and all the Development Potential so utilised therein; and the Allottee/s interest being solely limited to the Shop/Office Unit;

4.1.6. The Promoter has the right, in the Promoter's discretion, to receive, collect to itself, appropriate, apply and utilise the entire consideration/purchase price received from the allottees of the

flats/premises in the Project in such manner and to such extent as the Promoter, in the Promoter's discretion deems fit.

- 4.1.7 All purchasers and allottees, from time to time, of Premises in the Project, shall be and be deemed to be on the same footing, and have and shall always have the same rights, interests and entitlements as all the other (including initial) allottees and purchasers of the Premises, planned from time to time in respect of the Project, they shall be admitted as members of the Entity & Organisation in terms of Article (12) and as a result thereof there may be a modification and variation to the undivided share appertaining to the Shop/Office Unit in the Common Areas & Amenities, the Retail/Commercial Limited Common Areas & Amenities and the Towers Limited Common Areas & Amenities. All purchasers and allottees shall be admitted as and made members thereof;
- 4.1.8 The Promoter may, for the purpose of clarity, and/or for maintaining correctness thereof, and/or to comply with Applicable Law, alter the terms and conditions of any agreements for allotment and sales, in respect of Premises in the Complex.
- 4.1.9 No persons or parties, including the Entity & Organisation formed in respect of the Project shall be involved in, or be entitled to interfere, obstruct or in any manner deal with any matters relating to the Project and/or the utilisation and/or the dealing with the Development Potential, or any part/s thereof. The Entity & Organisation to be formed in respect of the Project, by the Promoter, shall strictly function within the frame work of its constitution as framed, from time to time, by the Promoter.

4.2 General

4.2.1 The Promoter is and shall always be the sole, absolute, irrevocable and complete owner, holder and in the charge and control of the Project Land and the Development Potential, and every part thereof, and has, and shall always have, the entire, exclusive overriding, and irrevocable interest and power, entitlement and authority to develop, from time to time, over such period of time up to the Project Completion, and by dealing with, distributing, apportioning, utilising and transferring, the Development Potential, in such manner, to such extent, and at such intervals, as the Promoter deems fit, in its discretion, upon the Project Land; to the end and intent that the Project Land is fully and completely developed to the maximum and complete extent possible and feasible.

4.2.2 Without prejudice to the generality of the foregoing provision, the Promoter may in its discretion, inter alia, be entitled to:

4.2.2.1 deal with, sell, transfer, alienate, encumber, grant development rights, or sub-development rights, and/or enter into joint ventures, collaborations, or partnerships, or otherwise deal with in any manner, with the Project Land, and/or the Development Potential, or any part thereof, and/or the Project, and grant/vest any rights, benefits, privileges, easements, powers, authorities and discretions, and/or connect/join any amenities, and/or facilities and/or any infrastructure, or any part/s or portion/s thereof for the more beneficial and optimum use and enjoyment thereof;

4.2.2.2 designate, allocate, reserve and/or relocate, realign, modify, and amend from time to time, any Common Areas & Amenities, , , recreational facilities, internal roads, entrances and accesses, in respect of the Project, including in pursuance of Applicable Law, and/or by virtue of any approvals, and/or as may be required by the Governmental Authorities;

4.2.2.3 direct, designate, hold and control all infrastructure facilities, including public space advertising and all promotional signage, hoarding, and all other nature of signage whatsoever, and designate and allocate any Premises, areas, and spaces, upon or in the Project Land to any persons, including third party service providers, and/or Promoter Affiliates, for the purpose of facilitating the provision and proper maintenance of utility services including without limitation, electricity, water and telecommunication related services);

4.2.2.4 allot and/or grant on lease or otherwise howsoever any areas or spaces therein (including in respect of the Project) to the Maharashtra State Electricity Distribution Company Ltd (MSEDCL) or any Governmental Authorities, utility service providers for the purpose of installing power sub-stations with a view to service the electricity requirement of the Project Land, or any part thereof and/or any neighboring areas; and,

4.2.2.5 hand over and/or transfer any part/s or portion/s of the Project Land, to any persons, parties, government, or statutory authorities, or bodies, with or without any development or construction thereon, in accordance with Applicable Law, and/or any Approvals, and/or develop any and all areas affected by the Reservations as may be

imposed, or applicable, and/or as the case may be, , in the Promoter's discretion.

4.2.3 The Internal Road serves as an access for the Project Land and connects the Project Land with the MMRDA Land. . Therefore the use and enjoyment of the Internal Road is not only reserved for the Promoter and persons authorized by it, including the prospective members of the Entity & Organisation formed in respect of the Project, but is also a permanent perpetual and irrevocable right of use for the owners and occupants from time to time of the MMRDA Land , for ingress to and egress from their respective lands through the Project Land and to and from the main road. Accordingly, the Allottee/s herein as the prospective member of the Entity & Organisation in respect of the Project, agree/s and accept/s that the Promoter and persons authorized by it including all the prospective members of the Entity & Organization formed in respect of the Project and the owners and occupants from time to time of the MMRDA Land shall have the full, free, and perpetual right, liberty and licence and unobstructed access and right of way by night and by day, and for all purposes connected with the aforesaid use and enjoyment to go, return, pass and repass on foot or by car and other vehicles, wagons and carriages of any kind whatsoever along, upon, across and over the Internal Road. The following specific terms and provisions shall apply to the Internal Road, that is:

4.2.3.1 The Internal Road is not exclusive to the Project and hence the prospective members of the Entity & Organization formed in respect of the Project, shall use and enjoy the same in common with the owners and occupants from time to time of the MMRDA Land as aforesaid;

4.2.3.2 The Internal Road shall at all times hereafter be kept and maintained as an access road and shall be kept un-built upon and open to the sky at all time, save and except the same may be beautified peripherally by the Promoter by planting trees or erecting fencing and street lighting;

4.2.3.3 The Promoter shall until the transfer and conveyance of the Project Land and the Complex in favour of the Entity & Organization, and the Entity & Organization shall thereafter, at all times, repair and maintain the Internal Road and keep the same in good repair and condition and well and sufficiently lit and drained.

4.2.3.4 Neither the Entity & Organization formed in respect of the Project, nor any of the purchasers and allottees of the Premises in the Project shall obstruct or block the Internal Road, or permit to be parked, any vehicles thereon, or keep any other goods or materials thereon;

4.2.3.5 The Deed of Transfer referred to in Article (12) shall record and contain the covenants and conditions in respect of the aforesaid right of way.

4.3 **Allottee/s Confirmations**

The Allottee/s hereby confirm/s personally and as a prospective member/s of the Entity & Organisation, as follows, which are and shall always be the essence of this Agreement, that is:

4.3.1 all the matters, and the rights, powers, authorities, discretions, and entitlements of the Promoter, as recorded and contained in this Agreement including this Article (4);

4.3.2 neither the Allottee/s, nor the Entity & Organisation formed in respect of the Project, have, or shall ever have, any right to make, or raise, any objection to the rights, powers, authorities, discretions and entitlements of the Promoter as contained in this Agreement including this Article (4), and no consent or permission in that regard shall be required to be obtained or given by them;

4.3.3 neither the Allottee/s, nor the Entity & Organisation formed in respect of the Project, have, or shall ever have, any right to require sub-division of any part/portion of the Project Land, and/or the amalgamation thereof with any other lands/properties.

4.3.4 the Allottee/s shall not object to, hinder, obstruct or interfere with the Promoter exercising its rights and powers herein or any grounds.

ARTICLE 5 - TAXES

5.1 All Taxes, shall be borne, paid and discharged by the Allottee/s alone, as and when the same are required to be paid and/or as and when demanded by the Promoter and the Promoter shall never have any liability or obligation in respect thereof.

5.2 The Allottee/s shall pay all other Taxes as and when they are levied, charged, become due and payable, upon all the Aggregate Payments, including the Purchase Price installments. If any Taxes (whether retrospective, or prospective, in nature) arise hereafter, including after

the Date of Offer of Possession, the Allottee/s shall be solely liable to pay or reimburse (as directed by the Promoter in its discretion) such Taxes including any interest and/or penalties and/or other amounts, charges and costs, if any, in respect thereof within fifteen (15) Days from the date of written demand made on the Allottee/s by the Promoter.

- 5.3 The Allottee/s shall fully indemnify and keep indemnified and saved harmless the Indemnified Parties in respect of the matters stated above the non-payment or delayed payment, of the Taxes referred to above.

ARTICLE 6 – POSSESSION: DEFECT RECTIFICATION

- 6.1 Subject to the provisions of this Article (6), the Promoter shall offer the Shop/Office Unit , to the Allottee/s, on, or by, the Date of Offer of Possession.
- 6.2. The Promoter shall, at the Promoter’s discretion, address a communication (in writing) to the Allottee/s offering an inspection of the Shop/ Office Unit, on a specific date and time fixed by the Promoter. The Allottee/s shall thereupon be bound and liable to undertake such inspection along with the Project Engineer, and to satisfy himself/herself/themselves/itself that the Shop/Office Unit has been constructed as per the Approvals and the Shop/Office Unit Amenities have been provided as per this Agreement. The Allottee/s shall thereupon be bound and liable to undertake such inspection along with the Project Engineer and/or the Project Architect (or their authorized representatives), and to satisfy himself/herself/themselves/itself that the Shop/Office Unit has been constructed as per the Approvals. If, during the course of such

inspection, the Allottee/s points out to the Project Engineer any defects or deficiencies in respect of the Shop/Office Unit, the Project Engineer shall, if such objection/s raised by the Allottee/s is/are valid, enter the same, if valid, upon an Inspection Sheet which shall be signed by the Allottee/s and the Project Engineer. Thereupon the Promoter shall endeavour to rectify and remedy such defects or deficiencies prior to the Date of Offer of Possession. Other than the defects or deficiencies entered upon the Inspection Sheet, the Promoter shall not be liable to make good remedy or rectify any other defects or deficiencies noticed or pointed out by the Allottee/s at the Date of Offer of Possession. Notwithstanding anything to the contrary stated hereinabove, if the Allottee/s fails to attend at the inspection he/she/they/it shall be deemed to have fully accepted the construction, state and condition of the Shop/Office Unit and shall not be entitled to raise any objection, dispute or difference whatsoever in respect thereof.

- 6.3 The Allottee/s shall, no later than fifteen (15) Days from the Date of Offer of Possession, make payment of all the then balance/remaining Aggregate Payments and complete all formalities in respect thereof, including: (a) executing an indemnity bond in terms of a draft prepared by the Promoter, and (b) paying a security deposit (as determined by the Promoter) to the Promoter, which shall be adjusted towards the actual cost of electricity, water, utilities, debris removal and other direct expenses that may be incurred by the Promoter in relation to the Shop/Office Unit. Without prejudice to the above, the Allottee/s shall be liable to comply with all his/her/their its obligations under this Article (6) and take possession of the Shop/Office Unit no later than fifteen (15) Days from the Date of Offer of Possession, failing which the Allottee/s shall be solely responsible/liable for all loss or damage

that may be suffered by the Promoter on account of such Allottee/s Event of Default.

- 6.4 The Allottee/s: (i) shall carry out and undertake, at his/her/their/its sole cost, all his/her/their/its interior decoration and internal fit-out works in the Shop/Office Unit, with the express permission of, and in accordance with the rules and regulations formulated by, the Promoter and/or the Entity & Organisation (as and when formed), from time to time, and ensure that his/her/their/its interior decoration and internal fit-out works do not prejudice, affect or hinder in any manner the efforts and actions of the Promoter to obtain the balance/remaining Approvals in respect of the Project and in the event the Allottee(s) causes any damage to the Shop/Office Unit and/or the Complex the Promoter shall be entitled to deduct charges towards the rectification of the damaged caused and refund the balance Refundable Security Deposit to the Allottee(s), and (ii) undertake/s not to cause any damage to the Shop/ Office Unit and/or the Complex (including while undertaking the fit-out works in his/her/their/its Shop/Office Unit), and in the event any damage is caused, the Allottee/s agree/s and undertake/s to reimburse the Promoter all costs related to the remediation and rectification thereof. The Allottee/s also accept/s acknowledge/s that as on the Date of Offer of Possession, the construction works in the Shop/Office Unit shall have been completed, but that there shall, or may, be project development and construction works ongoing at such time, including in respect of the Retail/Commercial Limited Common Areas & Amenities and other remaining development in respect of the Project, as well as the Common Areas & Amenities.

- 6.5 If the Date of Offer of Possession has occurred and the Allottee/s has/have not complied with any of his/her/their/its obligations under this Agreement, including this Article (6), and/or the Allottee/s refuse/s to take possession of the Shop/ Office Unit , then the same shall be a Allottee/s Event of Default. Without prejudice to its right of termination in such a case, the Promoter may, in its discretion, condone the delay, and/or default, by the Allottee/s on the condition that the Allottee/s shall, in addition to all its other liabilities and obligations herein, including payment of all Aggregate Payments, bear and pay to the Promoter the Holding Charges after the expiry of two months from the Date of Offer of Possession or on such dates and at such intervals as the Promoter directs till the Allottee/s is/are in full compliance with its obligations under this Agreement, including this Article (6). Further, the Allottee/s agree/s that notwithstanding that the Promoter may have condoned the Allottee/s delay as aforesaid, and/or that the Allottee/s is/are bearing and paying the Holding Charges, the Allottee/s shall have no right or any claim in respect of any defects, or shortcomings in the construction, design, specification, building materials, etc. of the Shop/Office Unit and the Complex and he/she/they/it shall be deemed to have irrevocably confirmed that he/she/they/it is/are fully satisfied in respect thereof.
- 6.6 The Allottee/s agree/s and confirm/s that there could be variation in the Carpet Area (as per RERA) of the completed Shop/Office Unit on measurement thereof, to the extent of three per-cent (3%) thereof, as a result of construction/execution/finishing variances, etc. The Allottee/s accept/s the same and agrees that he/she/they/it shall not claim any adjustment, or reduction, in the Purchase Price on account of such variation (if any). However, if the Carpet Area (RERA) of the

constructed Flat increases or decreases over and above the variation/tolerance referred above, the Purchase Price shall vary accordingly, that is: (i) if there is a reduction, the amount reduced shall be adjusted by Promoter at the time of offering possession of the said Shop/Unit, and (ii) if there is an increase, then the increased amount shall be payable by Allottee/s to the Promoter prior to taking possession of the said . It is clarified that the payments to be made by the Promoter/Allottee/s, as the case may be, under this article, shall be made at the same rate per square meter on pro-rate/ proportionate basis.

- 6.7 The Allottee/s confirms that if and when he/she/they/it is/are permitted to enter upon the Shop/Office Unit, after the Date of Offer of Possession, the Allottee/s shall have and/or be deemed to have taken full, complete and detailed inspection thereof and approved the same in all respects and it shall be deemed to have been completed in all respects in accordance with the terms and conditions of this Agreement and consequently, the Promoter shall be discharged from its liabilities, responsibilities and obligations with regard to the same.
- 6.8 Notwithstanding anything to the contrary in this Agreement the Promoter shall always be entitled, in its discretion to complete any part/portion or floor of the Retail/Commercial Levels and apply for and obtain part occupation certificate/s thereof, whereby, on the Date of Offer of Possession, the Allottee/s shall be obliged, and undertake/s, to take possession of the Shop/Office Unit for occupation on the basis of such occupation/part occupation certificate which relates to the Shop/ Office Unit . Thereafter, the Promoter shall, without any hindrance or objection by the Allottee/s, be entitled to carry out by itself or through

its contractors or otherwise all remaining development and work in respect of the Project.

- 6.9 If, on, or prior to, the Date of Offer of Possession, there are any Aggregate Payments and/or Taxes that are due and payable by the Allottee/s, and/or there are any other obligations herein of the Allottee/s to be performed, the Allottee/s shall be entitled to possession of the Shop/Office Unit and the use of the Parking Spaces as aforesaid, only upon he/she/they/it having made all payment thereof to the Promoter and/or complied with such obligation.
- 6.10 The Promoter has notified the Allottee/s and the Allottee/s is/are aware that the Common Areas & Amenities are to be shared by all allottees, purchasers, owners and occupants of Premises in the Project, and that the same will be completed on or before the completion of the Project, whereby the amenities and facilities comprised therein shall or may not be available for use or enjoyment till such time. The Allottee/s further agrees and acknowledges that he/she/they/it shall only be concerned with the completion of the construction of the Shop/Office Unit .
- 6.11 The Promoter shall take all such steps and precautions necessary to achieve construction, completion as contemplated herein. However, if on account of Force Majeure Event/s, there is any delay or anticipated delay in the Date of Offer of Possession, then the Promoter shall not be responsible or liable in any manner, and the same shall both automatically and forthwith stand extended for a period that is equivalent to the period that the Force Majeure Event continues and has continued and an additional period of thirty (30) Days thereafter for remobilization, in which case, the Date of Offer of Possession shall

automatically stand revised to and substituted by the revised Date of Offer of Possession as communicated by the Promoter. The Allottee/s shall not object, raise any disputes, and/or protest, and/or hold the Promoter liable for the aforesaid delay and extension of time, and shall not be entitled to, and shall not, make, or raise, any claim, for any damages, compensation, reimbursement of expenses or any other payments, the Allottees' sole right and remedy in such a case being as provided in clause (6.13) hereinbelow.

- 6.12 If, for any reason whatsoever, including on account of any Force Majeure Event/s, there is a delay, or anticipated delay, and there is, or will be, a consequent extension of the Date of Offer of Possession, then the sole remedy of the Allottee/s, on being notified (in writing) by the Promoter of the same, shall be to either: (i) continue with this Agreement, and accept the revised/extended Date of Offer of Possession as estimated and decided by the Promoter in its discretion (unless the Force Majeure Event is of such nature that the Promoter is not in a position, in its discretion, to estimate such revised dates in which case the Promoter shall be entitled to extend such dates from time to time), or (ii) to terminate this Agreement by giving a written notice to the Promoter; provided that the aforesaid right of termination shall be exercised by the Allottee/s by addressing and delivering to the Promoter the aforesaid written notice no later than seven (7) Days from being notified in writing by the Promoter, as aforesaid, of such delay, failing which the Allottee/s shall have deemed to have irrevocably opted and elected to continue with this Agreement, and shall be deemed to have waived his/her/their/its aforesaid option to terminate this Agreement, and shall have accepted, and be deemed to have accepted, all future revisions/extensions of the Date of Offer of

Possession, from time to time, without any liability or obligation whatsoever on the part of the Promoter.

6.13 If the Allottee/s has opted to terminate this Agreement, and has terminated the same in strict accordance with clause (6.13), then the Promoter shall refund to the Allottee/s the Purchase Price Installments and Other Charges & Deposits, received and realised by the Promoter together with Interest. In a situation of termination other than by virtue of Force Majeure, the Promoter shall additionally pay one-time fixed pre-estimated liquidated damages of Rs. [•]/- (Rupees [•] Only) per square foot Carpet Area (as per RERA) of the Shop/Office Unit (which the Parties consider to be reasonable, and not as a penalty), and no other penalties, damages or liabilities. The aforesaid amounts shall be refunded/paid within thirty (30) Days from the same being due. The date of the Allottee/s aforesaid notice of termination shall be and be deemed to be the date on which this Agreement has stood terminated and cancelled, provided that the Promoter may, in its discretion, require the Allottee/s, as a condition precedent to the aforesaid refund/payments to execute and register a Deed of Cancellation recording such termination and cancellation of this Agreement.

6.14 Subject to the Allottee/s having complied with his/her/their/its obligations under this Agreement, including this Article (6), if within a period of sixty (60) months from the Date of Offer of Possession, the Allottee/s bring to the notice of the Promoter, any Construction Defects in the Shop/ Office Unit, the same shall be rectified/repared by the Promoter at its own costs, or if the Promoter is of the view and opinion, in its discretion that it is not feasible or practicable to rectify/repair the same, then at its discretion the Promoter shall pay

reasonable compensation equivalent solely to the estimated cost of rectifying the Construction Defects in the Shop/Office Unit, which shall be determined by the Project Architect, in its sole and absolute discretion, and which determination shall be final and binding upon the Parties.

- 6.15 In spite of all the necessary steps and precautions taken while designing and constructing the Project, concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further the Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and/or alterations etc. carried out by the Allottee/s and any other purchasers/owners/occupants of the Premises in the Complex. The Allottee/s agree/s and covenant/s not to hold the Promoter liable and/or responsible in respect thereof.

ARTICLE 7 - RECREATIONAL FACILITIES IN THE PROJECT

- 7.1 The Common Areas & Amenities, as currently planned include a proposed club house, and certain recreational facilities for the benefit of all allottees, purchasers, owners and occupiers of Premises in the entire Project. It is however clarified that the purchasers and allottees of the commercial/retail units/shop/ office units will neither be entitled to the membership of the proposed club house nor any right or entitlement to enter upon, access, use and enjoy the proposed club house or any of the facilities therein whether or not the Allottee/s is/are

ready and willing to pay the charges in respect of thereof. The Allottee/s agree/s and accept/s that the aforesaid is a principal and material term of the Agreement hereof and the Allottee/s will not call into question, claim or in any manner dispute or claim any right or interest in or to the recreational facilities in the Project.

7.2 The Promoter has informed the Allottee/s of the following facts, matters and circumstances that shall pertain to the club house and recreational facilities, which the Allottee/s has/have fully accepted, agreed and confirmed that is:

7.2.1 the club house and recreational facilities shall be constructed and shall have the equipment, infrastructure, amenities and facilities as the Promoter deems fit, in its discretion;

7.2.2 the use, benefit and enjoyment of the club house and recreational facilities shall be, inter alia, solely and exclusively for all allottees, purchasers, owners and occupiers of residential flats in the Project) (collectively, “Users”) and not the owners or occupiers of any Shop/ Office Unit, who shall never be or deemed to be Users, whether by virtue of their prospective membership of the Entity & Organisation or otherwise howsoever. The Users shall use and enjoy the same on the same basis and consistently, without any preferential, exclusive or additional/further right or benefit;

7.2.3 The management and operations of the club house and recreational facilities shall, until handed over by the Promoter to the Entity & Organisation formed and constituted by the Promoter in respect of the Project, shall be under the sole, exclusive and absolute

control of the Promoter, and/or the PMC (if appointed by the Promoter), who shall be entitled to inter alia, frame, and implement, the aforesaid rules and regulations in respect thereof.

7.2.4 The club house shall be operated and maintained out of the Corpus Fund , which shall be proportionately levied, and paid by all Users in the Project..

ARTICLE 8 - OTHER RIGHTS & POWERS OF THE PROMOTER

8.1 The Promoter has availed of and/or may avail of financial assistance, including any infrastructure loans, from bank/s, financial institution/s, and/or person/s against security of any part/s of the Project Land, and/or in respect of the Project or any part thereof, or any receivables, which have been, or may be, mortgaged, or charged to such banks and/or financial institutions and/or other persons as security for repayment of the financial assistance taken from them. As part of any such arrangement by the Promoter, all or any of the responsibilities and/or obligations and rights of the Promoter under this Agreement may be transferred to any other person. The Promoter agrees that on or prior to the Date of Offer of Possession, the Promoter shall obtain a letter releasing mortgage or charge of such bank/s, and/or financial institution/s, and/or person/s, over the Shop/Office Unit alone, enabling the Promoter to complete the allotment and sale thereof to the Allottee/s, free of the same. In respect of the Project the Promoter agrees to have released such mortgage or charge prior to the execution and registration of the Deed/s of Transfer in favour of the Entity & Organisation as provided in Article (12), such that the Project Land is

freed from such encumbrances and that the Promoter has marketable title to the same. The Promoter agrees that post the execution of this Agreement, any mortgage or charge created by the Promoter shall not affect the right and interest of the Allottee/s under this Agreement.

- 8.2 The person/s in whose favour the Promoter has granted or created, or agreed to grant or create, any mortgage, charge or security interest in respect of any unsold Premises in the Project, may himself/himself/themselves, or jointly with the Promoter, be admitted as and made members of the Entity & Organisation to be formed in respect of the Project, without it, him or them or the Promoter being made subject or liable to any separate, special, new or additional condition/s and required to pay any separate, special, additional or extra amount or consideration whatsoever for the same (whether by way of transfer fees, charges, premium, donation or otherwise) and the Allottee/s for himself/herself/themselves/itself or as member/s of the Entity & Organisation shall not raise any objection or dispute whatsoever to or in respect of the same.
- 8.3 The Promoter shall not be liable to bear or pay any contributions, deposits, expenses, transfer fees, non-occupancy charges, donations, premiums or any other amounts, charges or liabilities whatsoever to the Entity & Organisation to be formed in respect of the Project in respect of any unsold/unallotted Premises.
- 8.4 The Promoter and/or Promoter Affiliates shall in its discretion, control the placement, installation and provision of any types of temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon and in

the Project Land and the Complex till such time as the Deed of Transfer is executed and registered in favour of the Entity & Organisation to be formed in respect of the Project. Further the Promoter and/or the Promoter Affiliates shall always have full complete and unrestricted access to such hoardings, and signage. Without prejudice to the generality of the foregoing provisions the Promoter and/or Promoter Affiliates shall have full rights, in its/their discretion, to install its/their name/s and any other Promoter Intellectual Property at one or more places or in or upon the Project Land and/or upon the Complex and/or at the entrances and exits thereof. The Promoter and Promoter Affiliates have, shall always have and reserve/s, to themselves full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage.

- 8.5 The Promoter shall be entitled in its discretion to construct temporary structures, including labour camps, and offices, upon any part of the Project Land. The Promoter's right to maintain and access labour camps, site offices and temporary structures shall subsist irrespective of whether Project Completion has occurred.
- 8.6 The Promoter shall have right, in its discretion to promote, manage and undertake all public events held in or upon any Retail/Commercial Limited Common Areas & Amenities and/or Towers Limited Common Areas & Amenities and/or Common Areas & Amenities and to apply the net revenues generated therefrom towards costs incurred by the Promoter in undertaking its diverse obligations in relation to the Project.

ARTICLE 9 - COVENANTS AND OBLIGATIONS OF ALLOTTEE/S

- 9.1 The Allottee/s is/are fully and completely informed and is/are aware that all Informative Materials in relation to the Project, and/or all matters related or incidental thereto, have been, and always will be, merely for the sake of convenience and shall not, and cannot, be referred to, or relied upon in any manner, whereby the terms, conditions, and provisions of this Agreement shall solely and exclusively apply and control, and whereby all Informative Materials are, and shall be of no consequence, or be referred to, or relied upon, in any manner by the Allottee/s.
- 9.2 On and after the Date of Offer of Possession, the Allottee/s shall: (a) use the Shop/ Office Unit, and permit the Shop/ Office Unit to be used only for commercial purposes as a retail Shop/ Office Unit as sanctioned by the Governmental Authorities, and (b) use the Parking Space/s, and permit the same to be used, solely for parking the Allottee/s' own vehicle/s. The Allottee/s shall not use and/or permit to be used the Shop/ Office Unit and/or the Parking Space/s or any part thereof for any other, and/or any illegal or immoral purposes.
- 9.3 If the same is possible and feasible, based, inter alia, on the stage of development and construction, and subject to safety conditions, the Allottee/s shall be entitled to visit and view the Project Land and the Complex, after taking a prior appointment with the Promoter. The Allottee/s shall adhere to any safety and security conditions as stipulated by the Promoter and shall visit and inspect at his/her/their/its sole discretion. Alternatively, the Promoter may provide photographic updates of construction progress at periodic intervals as determined by

the Promoter, in its discretion, and/or the Allottee/s may be given an opportunity for inspecting the Shop/ Office Unit, prior to the Date of Offer of Possession; at the discretion of the Promoter.

9.4 The Allottee/s, with the intention to bind all persons in whosoever's hands the Shop/Office Unit may come, hereby agree/s, confirm/s undertake/s and covenant/s with the Promoter as follows:

9.4.1 to maintain the Shop/Office Unit at the Allottee/s' own costs and expenses in good and tenantable repair, order and condition and to carry out all internal maintenance and repairs to the Shop/ Office Unit such that the same is in the same state and condition, as it was on the Date of Offer of Possession in terms of Article (6) hereinabove, and not to do or suffer or permit to be done anything therein including any changes or alterations thereto, and/or to any part of the Complex, including the Retail/Commercial Levels, and/or the said Tower and/or any of the Common Areas & Amenities and/or Retail/Commercial Limited Common Areas & Amenities and/or the Towers Limited Common Areas & Amenities which are, or may be, contrary to the terms of this Agreement, and/or rules, regulations, or bye-laws, of the Promoter, and/or the PMC, and/or any Governmental Authorities, and/or the Entity & Organisation in respect of the Project (as and when formed and registered by the Promoter).

9.4.2 to submit plans and specifications in respect of permissible alterations to the Shop/Office Unit and after obtaining Promoter's prior written approval in respect thereof to rectify and make good any unauthorised alterations and/or damage thereto within seven (7) Days

from the date of receipt of a written notice from the Promoter, and/or from any Governmental Authorities, in that regard;

9.4.3 to bear and pay all increases in the Taxes, as well as all water charges, insurance premia and other levies, imposed on account of any change permitted (as provided herein) to be made in the user of the Shop/ Office Unit by the Allottee/s;

9.4.4 to observe, perform and comply with all the rules, regulations and bye-laws which the Promoter, and/or any Governmental Authorities may specify and those which the Entity & Organisation (as and when formed and registered by the Promoter in respect of the Project) may adopt or frame at its inception, and any modification thereof, from time to time;

9.4.5 The Allottee/s shall not let, sub-let, transfer, assign or part with any interest or benefit under this Agreement or part with the possession of the Shop/Office Unit (if the Date of Offer of Possession has occurred and the Allottee has taken possession of the Shop/Office Unit in terms and in accordance with this Agreement) until all dues payable by the Allottee/s to the Promoter under this Agreement are fully paid and the Allottee/s has complied with all his/her/their/its obligations under this Agreement.

9.4.6 The Allottee/s is/are fully and completely informed and is/are aware that the Shop/Office Unit forms part of the retail/commercial shop/ office/units in the Project and the Retail/Commercial Limited Common Areas & Amenities is separate from the Towers Limited Common Areas & Amenities. The Allottee/s hereby agree/s, accept/s

and undertake/s that the Allottee/s and his/her/their/its employees/guests/ occupants/ servants shall solely use the Retail/Commercial Limited Common Areas & Amenities specifically provided for the Retail/Commercial Levels in the Project and shall not use the Towers Limited Common Areas & Amenities, which are for the sole use of the allottees, purchasers and occupants of the residential flats in the Towers and shall not do or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the allottees, purchasers, owners or occupiers of any residential flats in the Project. The Allottee/s further agrees, accept/s and undertake/s that the Allottee/s will use the Parking Space/s only during the working hours of the Shop/Office Unit and the Allottee/s shall not park its vehicle during the nights.

9.4.7 The Allottee/s shall observe and perform all the rules and regulations which the Entity & Organisation (to be formed and constituted in respect of the Project) may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance, and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the Governmental Authorities. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Entity & Organisation (to be formed and constituted in respect of the Project regarding the occupancy and use of the Shop/ Office Unit and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

9.4.8 The Promoter shall be fully entitled to, and at liberty to, undertake periodical inspection of the Shop/Office Unit through its authorized representative/s or the Project Architect and/or the Project Engineer.

9.4.9 to contribute his/her/their/its share of expenses towards painting, repairs, waterproofing and refurbishment of the Complex, every [•]years, or at such intervals as may be stipulated by the Promoter;

9.4.10 on and after the Allottee/s is/are permitted to enter upon the Shop/ Office Unit, after the Date of Offer of Possession in terms of Article (6), to make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the Shop/Office Unit . In case such debris is not removed by the Allottee/s, the Allottee/s shall pay/reimburse to the Promoter, the cost incurred in the removal of such debris;

9.4.11 Upon and after the Allottee/s is/are permitted by the Promoter to enter upon the Shop/Office Unit as provided herein and until the conveyance of the Project Land and the Complex are granted to the Entity & Organisation as contemplated herein, the Promoter, and/or Promoter Affiliates, and/or any Governmental Authorities and their respective officers, agents, or representatives, including the PMC, the Project Architect and any engineers, surveyors, contractors, agents and employees, with or without workmen and others, have and shall have at all reasonable times, the right to enter into and upon the Shop/Office Unit , the Project Land, the Complex, the Shop/Office Unit and the Parking Spaces, or any part thereof, to view and examine the state and

condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to the Project,

9.4.12 not to store in the Shop/Office Unit any goods by themselves or through third party, objects or materials which are or may be of hazardous, combustible or dangerous nature, or are or may be so heavy as to damage the construction or structure of the Complex, or the storing of which goods, objects or materials is objected to or prohibited by the Promoter, and/or the PMC, and/or any Governmental Authorities, and shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or may be likely to damage the lifts or the entrances, staircases, common passages or any other structure, or part, of the Complex, and to be liable for all damage that may be caused thereto by the Allottee/s;

9.4.13 not, without the prior written permission of the Promoter, and/or the PMC:

9.4.13.1 to carry out or undertake any painting, decoration, or other work, to the exterior of, or outside, the Shop/ Office Unit ;

9.4.13.2 to affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Complex and/or in any part of the Project Land, and/or the Retail/Commercial Levels, and/or the Towers, and/or the Common Areas & Amenities, and/or the Limited Common Areas & Amenities and/or Towers Limited Common Areas & Amenities;

9.4.13.3 to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/balconies or other open space/s (if any) forming part of or appurtenant to the Shop/Office Unit as also the Parking Space/s, and/or affix/install grills to the windows only as approved by the Promoter to maintain uniformity or grill/s or safety door/s to the main door/s of the Shop/Office Unit ;

9.4.13.4 to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the Retail/Commercial Levels, and/or the Towers, and/or any of the Common Areas & Amenities, and/or Retail/Commercial Limited Common Areas & Amenities (as and when ready) and/or the Towers Limited Common Areas & Amenities (as and when ready and/or any other part of the Project, and to make payment of any additional or increased premiums in respect thereof, as may arise on account of any breach by the Allottee/s;

9.4.13.5 to throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the Shop/Office Unit, in the compound or any portion of the Project Land, and/or Complex;

9.4.13.6 to do or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the allottees, purchasers, owners or occupiers of any other Premises in the Project;

9.4.13.7 to demand or claim any partition or division of the Allottee/s' ultimate interest as provided herein, in the Project Land, and/or the Retail/Commercial Levels, and/or the Towers, and/or the Common Areas & Amenities, and/or Retail/Commercial Limited Common Areas & Amenities and/or the Towers Limited Common Areas & Amenities or any part thereof, it being expressly agreed, understood and confirmed by the Allottee/s that his/her/their/its interest therein will, if the allotment and sale herein is completed, be impartible, and will be held only through the Entity & Organisation formed by the Promoter in respect of the said Project, of which he/she/they/it shall be admitted a prospective member, in terms of Article (12);

9.5 Open terraces, if any, forming part of and attached/appurtenant to any of the Premises in the Project are intended for and shall be exclusively used and occupied by the respective purchasers, allottees, and owners of the concerned Premises who shall never be entitled to enclose such open terraces without the prior permission in writing of the Promoter and Governmental Authorities, and in case such permissions are granted by the Promoter, the Governmental Authorities, the concerned purchasers, allottees and owners of such Premises in the Project shall observe, perform and comply with all the terms and conditions as may be stipulated in respect thereof and also for the consequences arising from any breach or violation thereof.

9.6 The Allottee/s shall, if and whenever requested by the Promoter hereafter, and within seven (7) Days of receiving the Promoter's

written intimation in this regard, sign, execute and deliver to the Promoter in such form as may be desired by, it, any applications, consents, deeds, writings, etc. recording the confirmations and consents given and granted in this Agreement, and shall attend the office of the Promoter for this purpose.

- 9.7 Notwithstanding that the Allottee/s may contemplate availing of, or has/have availed of, a loan in respect of the purchase of the Shop/Office Unit, and/or the Allottee/s has/have mortgaged, or will mortgage the Shop/Office Unit with such bank or financial institution (which is to be subject to the issuance by the Promoter's no objection/consent letter to such bank or financial institution) to secure such loan it shall be sole and entire responsibility of the Allottee/sto ensure that the payment of the Aggregate Payments, including the Purchase Price and every part thereof is completed, and the Promoter shall never be liable or responsible for the repayment of any loan availed of by the Allottee/s and/or any such mortgage; and the Allottee/s agrees to indemnify and keep indemnified and saved harmless the Indemnified Parties of, from and against all claims, costs, charges, expenses, damages and losses which they or any of them may suffer or incur by reason of any action that such banks/financial institution may initiate in relation to such loan or mortgage. Notwithstanding anything to the contrary herein, the Allottee/s hereby agree/s and undertake/s that the Promoter shall always and have first lien and charge over the Shop/Office Unit in respect of, and to secure, the Aggregate Payments due and payable by the Allottee/s, and accordingly, without prejudice, the Allottee/s irrevocable obligation and liability to make payment thereof, any mortgage, charge, security interest, etc., created over, and/or in respect of the Shop / Office Unit

shall always be subject to the Promoter's aforesaid first lien and charge, and subject to all the Promoter's rights, powers and entitlements under this Agreement.

- 9.8 If the Allottee/s is/are non-resident Indian citizen, or a foreign national/citizen (whether or not the Allottee/s is/are a Person of Indian Origin (POI) and/or an Overseas Citizen of India (OCI), then it shall be his/her/their sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999, Reserve Bank of India rules and regulations, exchange control regulations and all other applicable/necessary requirements, rules, regulations, guidelines etc. of the Government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to Non-Resident Indians (NRI) and foreign citizens of Indian origin shall be made in Indian Rupees.

And the Allottee/s irrevocably agree/s, confirm/s and undertake/s that the covenants and obligations herein, on their part and strict observance and performance thereof, are made, given and to be observed and performed both in his/her/their/its personal capacity, and as prospective member/s of the Entity & Organisation.

ARTICLE 10 - GENERAL CONDITIONS, GOVERNING THE TRANSACTION

The Allottee/s hereby agree/s, undertake/s confirm/s and covenant/s as material, vital and integral terms and conditions of the agreement herein is and shall always be subject to the following:

- 10.1 the Project shall always be called/known by the name stated in Annexure 'E' hereto, which name shall not be changed without the prior written permission of the Promoter, and thus shall, at all times, be binding upon the Allottee/s, all purchasers and allottees of Premises in the Complex, and the Entity & Organisation formed in respect of the Project.
- 10.2 all schemes and resolutions affecting or pertaining to the Project, the Project Land, or the Complex, or any part/s thereof, made or to be made by the Promoter and/or any Governmental Authorities, or other persons, or private body/ies, as also all the terms, conditions, covenants, provisions, stipulations and restrictions contained in any Approvals.
- 10.3 all the terms, conditions, covenants, stipulations and provisions contained in all the agreements, deeds, documents and writings executed and/or to be executed by and between the Promoter, and/or its predecessors, in respect of the Project Land, and/or between the Promoter and Promoter Affiliates, and/or between the Promoter, or Promoters Affiliates.
- 10.4 all terms, conditions, easements, restrictions, covenants, rights, interests and benefits, affecting, and/or for the benefit of the Project Land, or any part thereof, including in respect of repairs and maintenance and/or to contribute to the repairs and maintenance of the

Internal Road, and all other roads, ways, passages, sewers, drains, gutters, fences, boundary walls and other amenities, facilities, infrastructure and utilities in respect thereof. In this regard, the Promoter shall not be liable or required to show the creation of, or define, or apportion, any burden.

- 10.5 all terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings or writings given, or to be given, to Governmental Authorities, and in respect of Approvals, and/or special rights and privileges and building agreement/s made or executed or to be made or executed in respect of the Premises in the Project .

ARTICLE 11- REPRESENTATIONS OF THE PROMOTER

Subject to the disclosures made herein by the Promoter, and what is stated in the Certificate of Title, the Promoter hereby represents and undertakes as follows:

- 11.1 the Promoter is seized and possessed of or otherwise well and sufficiently entitled (including to develop) to the Project Land;
- 11.2 the Promoter shall apply for and obtain all necessary Approvals from time to time in respect of the Project;.
- 11.3 the Promoter has not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the Shop/Office Unit ; and,
- 11.4 the Promoter is not restricted in any manner whatsoever from agreeing to allot and sell the Shop/Office Unit in the manner

contemplated herein.

ARTICLE 12 - ENTITY & ORGANISATION:: TRANSFER

12.1 The Promoter, in its discretion, and subject to Force Majeure Events, intends as follows:

12.1.1 On or before the completion of construction of the entire Complex, and on receipt of the final Approvals in respect thereof (including the final occupation certificate/s in respect thereof), the Promoter shall, in the Promoter's discretion, form and register an Entity & Organisation in respect of the entire Project. The nature and type, of the Entity & Organisation shall be determined by the Promoter in its discretion.

12.1.2 Further, upon the full completion of the Project, the Promoter shall convey and transfer, under a Deed of Transfer, the Project Land and the Complex in favour of the Entity & Organisation, as the Promoter determines, in its discretion. For the purpose of clarity, the Deed of Transfer to the Entity & Organisation shall be executed by the Promoter on completion of ([•]) months from completion of the Project, or on the happening of all the following events, whichever is later, that is (a) the receipt of the Occupation Certificate/s in respect of the last of the Building/s; and, (b) the receipt of the entire purchase price and consideration by the Promoter from all the purchasers and allottee/s of the Premises in the Building/s and on the terms and conditions contained herein and in the manner as described in this Agreement. The Promoter shall execute the Deed/s of Transfer and other writings in respect thereof, subject to this Agreement and all

other agreements for sale executed with the other purchasers and allottees in the Project and the rights, interest, easements, powers, authorities, privileges, authorities, vested and reserved herein/therein unto the Promoter.

12.2 The Promoter shall, on or prior to execution and registration of the Deed of Transfer in favour of the Entity & Organisation formed in respect of the Project, make full and true disclosure of the nature of its title to the Project Land and the Complex to the Entity & Organisation, as well as encumbrances thereon, if any, including any right, title, interest or claim of any person/s in, to or upon the same. The Promoter shall ensure that the Project Land is transferred and conveyed to the Federation, free from encumbrances and that the Promoter has marketable title thereto;

12.3 The Allottee/s agree and confirm, personally and as prospective member/s of the applicable Entity & Organisation, that he/she/they/it, is/are not entitled to and shall never raise any objection or dispute and/or claim any compensation, if the area of the Project Land and/or the Complex, and/or the remaining development of the Project, that is proposed to be transferred as provided in this Article (12), shall be at variance with, or may be less than, the area contemplated, or referred by herein, including virtue of any Reservations, encroachments, spaces for sub-station (by electricity supply company), if any, and/or the Reservations being handed over and transferred to and/or acquisition of any portion of the Project Land by MCGM and/or other Governmental Authorities, during the course of development of the Project Land, or for any other reason whatsoever.

- 12.4 All the documents, writings, Deed/s of Transfer etc., to be executed in the conveyance and transfer, as referred in this Article (12), and all other related documents and writings to be executed in relation thereto and/or in pursuance thereof, including bye-Laws, rules and regulations of the Entity & Organisation formed in respect of the Project formed in respect of the Project and all writings, forms, applications, etc. in relation to the proposed formation and registration thereof, shall all be prepared and approved by the Advocates and Solicitors appointed by the Promoter, and the same shall contain such terms, conditions, covenants, stipulations and provisions, including those contained in this Agreement including reserving the rights, powers, authorities and benefits of the Promoter, as the Promoter deems fit, in its discretion.
- 12.5 The Entity & Organisation to be formed and constituted in respect of the Project shall be known by such name as the Promoter may decide, which name shall not be changed by the Allottee/s, and/or any other purchasers and/or the Entity & Organisation without the prior written consent of the Promoter;
- 12.6 The Allottee/s shall co-operate with the Promoter and shall sign and execute application forms, papers, declarations, documents and other writings for registration of the Entity & Organisation to be formed and constituted in respect of the Project and for taking up membership thereof, and to deliver the same to the Promoter no later than fifteen (15) Days from the date the same have been forwarded by the Promoter to the Allottee/s, and to attend the office of the Promoter so as to enable the Promoter to respectively register the Entity & Organisation.

12.7 All, without limitation costs, charges and expenses in respect of the formation and registration of the Entity & Organisation in respect of the Project shall be borne and paid by the Allottee/s and all other purchasers, transferees and owners of all the Premises in the Project and the Promoter shall not bear or pay the same or contribute towards the same at all. If any delay or default is made in the payment or reimbursement of such costs, charges or expenses, for any reason whatsoever, the Promoter shall never be held responsible or liable for any delay in the formation and registration of the Entity & Organisation.

ARTICLE 13 - TERMINATION

13.1 The Allottee/s agree/s and confirm/s that, without prejudice to all the rights, powers, authorities, discretions, entitlements and remedies of the Promoter under this Agreement, and Applicable Law, the Promoter shall be entitled, in its discretion, to terminate and cancel this Agreement in the circumstances set out in clauses (13.2) and/or (13.3) hereinbelow.

13.2 If due to Applicable Law, and/or any action of Government Authorities, and/or any legal action, circumstances, or reasons, and/or any Force Majeure Event, the Promoter, in its discretion, is of the opinion that the Project, including construction of the Complex s, shall or may be suspended, or stopped, for twelve (12) months, or more, or any part of the Project has, in fact, been stopped or suspended for the aforesaid period of twelve (12) months, then the Promoter shall be entitled, in its discretion, to terminate and cancel this Agreement by delivering a written notice of termination to the Allottee/s. On the

delivery of such notice to the Allottee/s, this Agreement and any writings as may have been executed in pursuance hereof, shall automatically and forthwith stand cancelled and terminated, without any further act, deed, matter or thing having to be done, executed, or performed, by the Parties; provided that the Promoter may, in its discretion, direct the Allottee/s to execute and register a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement, which the Allottee/s shall be bound and liable to do. Pursuant to the aforesaid termination, and subject to the Allottee/s executing and registering the aforesaid Deed of Cancellation, if called upon by the Promoter, and thereupon the Promoter shall refund to the Allottee/s solely the Purchase Price installments and unutilized Other Charges & Deposits received and realised by the Promoter, together with Interest from the date such payments were received and realised by the Promoter, together with an agreed one-time fixed pre-estimated liquidated damages amount of Rs.[•]/- (Rupees [•] Only) per square foot Carpet Area (as per RERA) of the Shop/ Office (which Parties consider to be reasonable, and not as a penalty). The aforesaid refund amount, and the pre-estimated liquidated damages less the brokerage/commission paid to estate agent/s in relation to the allotment of the Shop/ Office Unit/ commercial office space, shall be paid by the Promoter to the Allottee/s (or at the sole option of the Promoter to the bank/financial institution from whom the Allottee/s has/have availed of a housing loan in terms of this Agreement) within thirty (30) Days from the date on which such amounts are required to be paid to the Allottee/s. It is agreed and clarified that other than the aforesaid refund amount and pre-estimated liquidated damages to be paid, the Promoter shall not be liable to make payment of any further or other damages, compensation

amounts, or liabilities to the Allottee/s, and shall not be liable to refund any of the Taxes paid by the Allottee/s.

- 13.3 If the Allottee/s commits an Event of Default, the Promoter shall be fully and freely entitled, in its discretion, and without prejudice to all its rights and remedies herein, and under Applicable Law, to deliver to the Allottee/s a fifteen (15) Day prior notice in writing of its intention to terminate and cancel this Agreement, and if the Allottee/s fails, refuses and neglects to remedy or rectify such Event of Default, to the satisfaction of the Promoter, by the expiry of the aforesaid notice period of fifteen (15) Days, then this Agreement and any writings that may have been executed in pursuance hereof shall automatically and forthwith stand cancelled and terminated without any further act, deed, matter or thing being required to be done, executed and performed; provided that the Promoter, in its discretion, may require the Allottee/s to execute and register a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement, which the Allottee/s shall be liable to do. On and after such termination the Liquidated Damages, shall be deducted and appropriated by the Promoter from and out of the Purchase Price and the Other Charges & Deposits paid by the Allottee/s, and received and realised by the Promoter, and the net balance thereof, shall, subject to the Allottee/s executing and registering the aforesaid Deed of Cancellation if directed by the Promoter, be paid by the Promoter to the Allottee/s (or at the sole option of the Promoter to the bank/financial institution from whom the Allottee/s has/have availed of a housing loan in terms of this Agreement) within thirty (30) Days from the date on which such amounts are required to be paid to the Allottee/s, subject always to receipt by the Promoter of purchase price

and consideration (excluding Taxes) that is sufficient to defray the installment/s thereof. It is agreed and clarified that other than the aforesaid amount, the Promoter shall not be liable to bear, pay and discharge to the Allottee/s any other amounts, charges, liabilities, compensation or damages.

13.4 It is agreed and confirmed by the Allottee/s that the termination and cancellation of this Agreement, under any of the terms, conditions and provisions of the Agreement, including under clause (13.2) or (13.3), the following shall forthwith apply and bind the Allottee/s, that is:

13.4.1 the Allottee/s shall cease to have any right, title, interest, claim, or demand in or to the Shop/Office Unit and the Parking Space/s, under this Agreement, and the Promoter shall be fully and freely entitled, without any objection, or obstruction, to allot and sell, deal with and/or otherwise encumber, alienate or dispose off the same, in such manner, for such consideration and on such terms and conditions as the Promoter deems fit, in its discretion;

13.4.2 the Allottee/s shall never be entitled to make or raise any claim in respect of the appreciation in value or price of the Shop/Office Unit and/or the Parking Space/s as a result of any increase in market price, or as a result of any accretion or improvement that may have been made or installed at the request of the Allottee/s, or otherwise arising howsoever; and,

13.4.3 any mortgage, charge, lien or security interest created by the Allottee/s over the Shop/Office Unit, and/or the Allottee/s interest under this Agreement, shall automatically stand terminated, cancelled,

released and discharged, without any act, deed, matter or thing required to be done, executed or performed.

ARTICLE 14 - INSURANCE AND SAFETY

Upon completion of construction of the Retail/Commercial Levels, and subsequently upon completion of construction of the Common Areas & Amenities the same shall be respectively insured by the Promoter, to such extent, as it deems fit, in its discretion, against risks including third-party liability, acts of God, etc., but not in respect of any articles, chattels, goods, or personal effects therein; all of which shall be suitably insured by the allottees and purchasers at his/her/their/its own cost and liability. The cost of the insurances to be obtained by the Promoter shall be recovered from the Allottee/s as a part of the Other Charges & Deposits and the Allottee/s shall bear and pay the same.

ARTICLE 15 – INDEMNITY

The Allottee/s hereby agree/s and undertake/s to indemnify and keep indemnified and saved harmless at all times, the Indemnified Parties, and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of: (a) any failure, breach, default, non-observance, or non-performance, or non-compliance by the Allottee/s of any of the terms, conditions and provisions of this Agreement, and/or (b) any accident or injury caused to, or suffered by, the Allottee/s, or his/her/their/its , guests, servants, agents, representative/s, and any person/s residing in, or occupying, or entering upon, the Project, including any persons visiting the Allottee/s or

his/her/their/its , guests or visitors or staff, and all persons claiming through or under them or any of them.

ARTICLE 16 - NO LIABILITY

16.1 Neither the Promoter, nor any Promoter Affiliates, nor the PMC, nor any of their respective directors, officers, employees, agents, or contractors, shall be liable to the Allottee/s, and/or any persons claiming through or under the Allottee/s, or otherwise, for and/or in respect of:

16.1.1 any harm, injury, loss or damage to any person/s, or property caused by, or through, or in any way associated with, a failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to the Project or any part thereof, and whether or not the same is caused by any Force Majeure Events, or otherwise however;

16.1.2 any harm, injury, loss, damage, or inconvenience suffered by, and/or caused to, any person/s, or property, due to, or related to, or caused by, or in the course of the use, or entry into the Shop/Office Unit, and/or the access to any part of the Project; and,

16.1.3 for the security, safekeeping and insurance, of the Project, or any part thereof, and of any person/s therein, and/or of the contents and possessions thereof.

ARTICLE 17 - GENERAL PROVISIONS

17.1 Interest; Other Charges

Without prejudice to all the Promoter's rights and remedies herein, and under Applicable Law, the Allottee/s shall be liable to pay, to the Promoter, Interest on all outstanding, overdue, and/or unpaid, Aggregate Payments calculated from the due date for payment thereof till payment in full (with accrued Interest). In addition to the Allottee/s's liability to pay Interest as aforesaid, the Allottee/s shall also be liable to pay and reimburse to the Promoter, all costs, charges, expenses and damages whatsoever, which may be incurred, borne, suffered, or paid, by the Promoter, including in relation to any suits, actions, proceedings, or notices filed, instituted or issued by or against it, for the purpose of enforcing any of its claims, rights and/or benefits under this Agreement and/or for enforcing obligations, payments of and recovering from the Allottee/s such outstanding amounts, charges and liabilities, including Interest as aforesaid under this Agreement.

17.2 Allottee/s Obligation of Confidentiality

17.2.1 The Allottee/s shall during the subsistence of this Agreement and at all times thereafter, keep strictly confidential all Confidential Information, and shall not, without the prior written permission of the Promoter, which may be granted, or refused, in the Promoter's discretion, disclose, or divulge, directly, or indirectly to any third party, except to the Allottee/s advisors and officers (subject always to similar duties of confidentiality), any Confidential Information, except where any Confidential Information:

17.2.1.1 is required by Applicable Law to be disclosed;

17.2.1.2 is required to be disclosed by any Governmental Authority with relevant powers to which the Allottee/s is subject or submits;

17.2.1.3 is or shall (otherwise than by breach or default of this Agreement) be in the public domain;

17.2.1.4 is required in connection with any financing which the Allottee/s may require or has already obtained in terms and in accordance with this Agreement.

17.2.2 Without prejudice to the generality of the foregoing provisions, the Allottee/s agree/s and undertake/s that no press releases, statements, interviews, publicity, advertisement, notices, disclosures, and/or any other publicity, whether in print or digital media (including social media), of, or concerning, or related to, the agreement for allotment and sale herein, and/or any Confidential Information, shall be directly or indirectly issued, given, made, motivated, distributed, generated, or disseminated, in any manner, and by the Allottee/s, without the prior written permission of the Promoter, which permission may be refused by the Promoter, in its discretion.

17.3 **Intellectual Property**

17.3.1 The Allottee/s acknowledge/s that all Intellectual Property is and shall always be exclusively owned and held by the Promoter alone

and that the Allottee/s shall never have any right, title, interest or licence in respect thereof;

17.3.2 The Allottee/s shall not reproduce/replicate/publish or use in any manner howsoever, whether for commercial purposes, personal reasons, or otherwise, any Intellectual Property, and/or any Plans, Approvals, Informative Materials and/or any such materials which may be created or intended/proposed to be created or marketed by the Promoter, and disclosed to the Allottee/s, prior to, or during the subsistence of, the Agreement;

17.3.3 The Allottee/s shall immediately bring to the notice of the Promoter any improper or wrongful use or any unauthorised replication/reproduction of Intellectual Property, by any persons or parties, which has come to its/their knowledge;

17.3.4 The Allottee/s shall not assist, and/or co-operate, with any person, in any manner howsoever, in the commission of any acts, deeds, matters or things, the commission whereof would amount to a breach or default of the provisions of this clause (17.3).

17.4 Promoter's Overriding And Paramount Right Over The Shop/Office Unit & Parking Space/s

17.4.1 Without prejudice, and in addition, to all its other rights and remedies under this Agreement, and the position that the Shop/Office Unit and the Parking Space/s are, and continue to be, exclusively owned and held by the Promoter and is merely agreed to be allotted herein, the Promoter shall always be and be deemed to have first,

overriding and paramount charge and lien over the Shop/Office Unit and the Parking Space/s in respect of all outstanding and unpaid Aggregate Payments payable by the Allottee/s to the Promoter.

17.4.2 Nothing contained in this Agreement is intended to be, and/or shall be construed as, a grant, transfer, demise or assignment in law of any part of the Project Land, and/or the Retail/Commercial Levels, and/or the Towers, and/or the Common Areas & Amenities and the Retail/Commercial Limited Common Areas & Amenities and the Towers Limited Common Areas & Amenities to the Allottee/s. So far as the Allottee/s right/s, interest and benefit/s are concerned, the nature and scope of this Agreement is limited to an agreement for allotment and sale of the Shop/Office Unit strictly upon and subject to the terms, conditions and provisions herein. The Project Land and the Complex, are and shall always remain property of the Promoter until the transfer/s thereof, as provided in Article (12), and in terms thereof. The Allottee/s shall also not have any claim, save and except, in respect of the Shop / Office Unit hereby agreed to be allotted and sold, and the benefit of the use of the Parking Space/s thereto.

17.5 Notices

All notices, intimations, demands, correspondence and other communications to be served on the Allottee/s or the Promoter, as the case may be, under, and/or in pursuance of this Agreement, shall be deemed to have been duly, effectively and sufficiently delivered, if dispatched to the Allottee/s or the Promoter by Registered Post A.D., or by hand delivery, to the postal address, and/or by e-mail, at the e-mail address of the Allottee/s and the Promoter,

respectively, as recorded in the Statement annexed hereto and marked **Annexure 'E'**

17.6 Waiver

17.6.1 Neither this Agreement, nor any term or provision hereof, shall be changed, waived, discharged, or amended, orally, except that any term of this Agreement may be amended and the observance of any such term may be waived (either generally or in a particular instance and either retroactively or prospectively) by the Parties; provided however that no such waiver shall extend to or affect any obligation of a Party not expressly waived by the other Party, or impair any right consequent therein.

17.6.2 Neither the failure to exercise, nor any delay in exercising, any right, power, privilege or remedy, by a Party, under this Agreement, shall in any way impair or affect the exercise thereof by such Party, or operate as a waiver thereof by the Promoter in whole or in part.

17.7 Promoter's Rights Cumulative

The rights, powers, privileges and remedies of the Promoter under this Agreement, are and shall be cumulative, and are not exclusive of any rights, powers, privileges or remedies of the Promoter, as may be available under Applicable Law, or otherwise.

17.8 Severability

Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof. If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Promoter will prepare and provide the provision/s to be substituted, which provision/s shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

17.9 Entire Agreement

This Agreement constitutes and contains the entire, composite and complete agreement between the Parties with respect to the agreement herein for allotment and sale of the Shop/Office Unit, and supersedes all prior letters of intent, term sheets, writings, correspondence, e-mails, communications, negotiations, Informative Materials etc. (whether oral or written), issued, and/or executed and/or exchanged between the Parties, and/or their respective agents, representatives and officers; none of which shall be referred to and/or relied upon by the Allottee/s.

17.10 Registration

The Promoter and the Allottee/s shall, as required under RERA, immediately after the execution of this Agreement but in any event, not later than four (4) months from the date hereof, at the Allottee/s' own costs, expenses and initiation, present and lodge this Agreement for registration with the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances at Thane, and admit execution hereof. If the Allottee/s fail/s or neglect/s to present and lodge this

Agreement for registration and/or admit execution thereof, for any reason whatsoever, the Promoter will not be liable or responsible for the non-registration of this Agreement and for the consequences arising therefrom, nor shall the Promoter be liable to pay any penalty for their late attendance to complete the registration formalities.

17.11 Binding Effect

It is agreed that forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s this Agreement with all the annexures and schedules along with the payments due as stipulated in the schedule of payment set out in the Statement annexed hereto and marked Annexure 'H' and secondly, appears for registration of the same before the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, as and when intimated in writing by the Promoter. If the Allottee/s fail to execute and deliver to the Promoter this Agreement within thirty (30) Days from the date of its receipt by the Allottee/s and/or appears before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within fifteen (15) Days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith, after deducting the Booking Amount, shall be refunded to the Allottee/s within thirty (30) Days from the cancellation of allotment without any Interest or compensation whatsoever.

17.12 Costs

17.12.1 All costs, charges and expenses, including stamp duty and registration charges payable upon and in respect of this Agreement shall be borne and paid solely by the Allottee/s.

17.12.2 All costs, charges and expenses, stamp duty, registration charges, Taxes etc arising, and/or payable, in respect of all deeds, documents, instruments and writings incidental or related to this Agreement, and/or to be executed in pursuance hereof, that is, the transfer and conveyance of the Project Land and the Complex to the Entity & Organisation, and all other related and incidental deeds, documents and writings including all costs, charges and expenses for preparing and engrossing the same, professional fees or charges payable to the Promoter's Advocates & Solicitors and towards stamp duty and registration fees, shall be proportionately borne and paid by the Allottee/s and by the purchasers and allottees of the other Premises in the Project. The Promoter shall not be liable to bear and pay any such liabilities, or contribute towards the same.

17.13 Successors and Assigns

17.13.1 No rights, liabilities or obligations under this Agreement shall be assigned by the Allottee/s without the prior written consent of the Promoter;

17.13.2 The Promoter shall always be entitled, in its discretion, to assign this Agreement, and/or all, or any of, its rights and obligations under this Agreement, to any Promoter's Affiliates.

17.14 Laws

This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with Applicable Law.

17.15 Arbitration

All disputes, differences and/or claims arising under or in respect of this Agreement, and/or any terms, conditions or provisions hereof, shall be referred to arbitration of a sole arbitrator, who shall be one of the three persons named (in writing) by the Promoter to the Allottee/s, out of which the Allottee/s shall select one name, and such person shall thereupon act as the sole arbitrator and the decision/award of such arbitrator shall be final and binding on the Parties. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be in English language and shall be held only in Mumbai. The arbitrator shall have summary powers and be entitled to give interim directions and awards from time to time. The cost of the arbitration proceedings shall be borne by the Promoter and the Allottee/s in equal shares.

17.16 Jurisdiction

This Agreement shall be governed in all respects by Applicable Law and subject to the provisions of Article (17.15) (Arbitration), courts at Mumbai shall have exclusive jurisdiction.

17.17 Survival

This Clause (17.17), Clause (13) (Consequences of Termination), Clause (17.5) (Notices), Clause (17.16) (Governing Law and Jurisdiction), Clause

(17.15) (Arbitration) and Clause (17.2) (Confidentiality), and all other rights and obligations of the Parties that are held after, and/or are required to be observed and performed upon and after the termination of this Agreement, shall survive the termination of this Agreement, and the Parties shall continue to respectively hold such rights, and be bound, liable and obliged to comply with their obligations in respect thereof.

17.18 The Promoter and Allottee/s respectively state/s that they are respectively assessed to Income Tax and their respective Permanent Account Numbers are as mentioned in the Statement annexed hereto and marked **Annexure 'E'**.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Project Land)

[To Be Incorporated]

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the Shop/ Office Unit)

All that the retail premises bearing no. [•], admeasuring approximately super built up [•] square meters (Carpet Area as per RERA [•] square meters/ [•] square feet) that is, approximately [•] square meters Carpet Area*, on [•] floor, of the Retail/Commercial Levels, together with [•] ([•])Parking Space/s in the Project known as “[Inspire Hub]” being developed on a portion of the Project Land, more particularly described in the First Schedule hereinbefore written.

The Carpet Area (as per RERA) of the Terrace (if any) is approximately [•] square meters, that is, approximately [•] square feet.

*The carpet area of the Shop/ Office Unit, as per the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 is approximately [•] square meters, that is, approximately [•] square feet.

IN WITNESS WHEREOF, the Parties hereto, have hereunto, and to the counterpart hereof, set and subscribed their respective hands, the day and the year first hereinabove written.

SIGNED AND DELIVERED by the) For **ADANI ESTATES**
within named Promoter **ADANI**) **PRIVATE LIMITED**
ESTATES PRIVATE LIMITED)

in the presence of

) **Director/Constituted**

) **Attorney**

--	--

Mr. _____

Photograph/Left

Thum

Impression

SIGNED AND DELIVERED by the)
within named **Allottee/s,**)

1. _____)

2. _____)

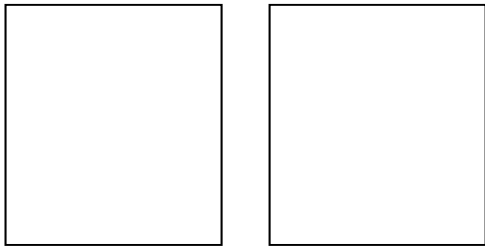
3. _____)

4. _____)

in the presence of

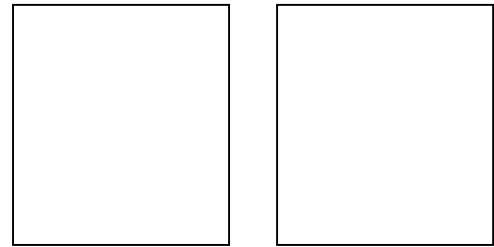
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Mr. _____
Photograph/Left Thumb Impression



Mr. _____
Photograph/Left Thumb Impression

Mr. _____
Photograph/Left Thumb
Impression



Mr. _____
Photograph/Left Thumb
Impression

RECEIPT

Received on or before execution hereof, of)
and from the within named Allottee/s, the)
sum of Rs. _____/-)
(Rupees _____)
_____)
_____)
_____ only))
vide cash/cheque/draft/pay order bearing)
No. _____ dated _____)
drawn on _____)
_____)
_____ being the Booking)
Amount agreed to be paid by the Allottee/s,)
to us as withinmentioned)

Rs. _____/-

Witnesses:

**For ADANI ESTATES PRIVATE
LIMITED**

1.

Director/Constituted Attorney

2.

Annexure 'A'

(Devolution of Title in respect of the Project Land)

(i). At all material times, prior to 1983, Mulraj Purshottam Kabali, Chandrasingh Purshottam Kabali and Vijayumar Purshottam Kabali were seized and possessed of and/or otherwise well and sufficiently entitled to 50% undivided beneficial right, title and interest in various pieces and parcels of land bearing Survey No. 111-A, Survey No. 111-B and Survey No. 111-C and now bearing C.T.S. No. 866A, C.T.S. No. 866B, C.T.S. No. 866C and C.T.S. No. 866D totally admeasuring in aggregate approximately 1,38,651.415 square meters as per old P.R. Cards and as per the new Property Cards admeasures in aggregate 1,35,765.6 square meters of Village Ambivali, Versova Area, Taluka Andheri, Mumbai Suburban District ("**Larger Land**");

(ii). At all material times, prior to 1983, Indrajit Jamnadas Thakkar, Ranjit Jamnadas Thakkar and Ajit Jamnadas Thakkar were seized and possessed of and/or otherwise well and sufficiently entitled to 50% undivided beneficial right, title and interest in the Larger Land as co-owners;

(iii). Subsequently, the Chandrasingh Purshottam Kabali died on 2nd October 1986 and accordingly his undivided share as co-owner devolved upon his son Dilip Chandrasingh Kabali, widow Champabai Chandrasingh Kabali and daughters Gayatri Chandrasingh Kabali, Jayshri Chandrasingh Kabali and Kamalakshi Chandrasingh Kabali;

(iv). Vijaykumar Purshottam Kabali put his undivided share, right, title and interest as co-owner in the portion of the Larger Land in the common stock of Vijaykumar Purshottam Kabali (HUF) wherein he was the Karta. Vijaykumar Purshottam Kabali died on 1st July 2003 leaving behind his legal heirs being Pranav Vijay Kabali his only son and Indumati Vijay Kabali his wife. Thereafter, Indumati Vijay Kabali died in 2005 leaving behind Pranav Vijay Kabali;

(v). Mulraj Purshottam Kabali, heirs of Chandrasingh Purshottam Kabali and Vijayumar Purshottam Kabali (HUF) hereinafter collectively referred to as "**Kabali Family**";

(vi). Ranjit Jamnadas Thakkar expired on 7th March 1987 and accordingly his undivided share in the Larger Land devolved on his heirs Sanjeev Ranjit Thakkar and Mala Ranjit Thakkar;

(vii). The aforesaid Indrajit, Ajit and the heirs of Ranjit Jamadass Thakkar are hereinafter collectively referred to as the "**Thakkar Family**"

(viii). Subsequently, under diverse mesne agreements, assignments, deeds, documents, powers of attorney and writings executed by Kabali Family in favour of Housing Development and Improvement India Limited (hereinafter referred to as "**HDIL**"), Kabali Family agreed to sell and transfer their respective rights, title and interest in their undivided share in the Larger Land in favour of HDIL for the consideration and on terms and conditions therein contained (hereinafter referred to as "**HDIL Agreements**");

(ix). From time to time and by and under diverse mesne agreements including deeds, documents and writings executed by the respective members of Thakkar Family in favour of Ecstasy Realty Private Limited (hereinafter referred to as "**Ecstasy**"), the members of Thakkar Family

agreed to sell, transfer and assign their respective undivided share in the Larger Land in favour of Ecstasy (hereinafter referred to as "**Ecstasy Agreements**");

(x). The Larger Land was declared surplus land under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 (hereinafter referred to as the "**ULC Act**") by an Order dated 31st December, 2005 bearing No.C/ULC/6(i)/SR-VIII-224 passed by the competent authority ("**Order**"). The Order was set aside in appeal by the Additional Commissioner, Konkan Division by an Order dated 10th October 2006 under Section 33 of the ULC Act, and the matter was remanded back to the competent authority with directions to hear the co-owners of the Larger Land. During the pendency of the matter before the competent authority, a notice dated 9th August 2007 was issued by the State of Maharashtra under Section 34 of the ULC Act. This notice was challenged in the Bombay High Court by Writ Petition No.1944 of 2007 (hereinafter referred to as the "Writ Petition") filed by the Mulraj against (1) State of Maharashtra, (2) Additional Collector, Competent Authority, (3) Mr. Chandrasingh Kabali, (4) Mr. Vijay Kabali, (5) Mr. Ranjit Thakkar, (6) Mr. Indrajit Thakkar, (7) Mr. Ajit Thakkar, (8) HDIL, (9) Ecstasy and (10) Mumbai Metropolitan Regional Development Authority;

(xi). By and under the Consent Terms dated 4th August, 2008, executed by and between the parties to the Writ Petition read together with order dated 4th August 2008 passed by the Bombay High Court in the Writ Petition (hereinafter referred to as "MMRDA Consent Terms"), which is duly registered with the Sub-Registrar of Assurances at Bandra, along with a Declaration dated 1st October 2009 of Waryam Singh, Director of HDIL under Serial No. BDR-1/9631/2009 on 1st October 2009, the parties thereto agreed and confirmed as follows:

(a) Kabali Family confirmed the HDIL Agreements and also confirmed that they have granted the development rights or have agreed to transfer or transferred to HDIL in aggregate undivided one half of the Larger Land.

(b) Thakkar Family confirmed the Ecstasy Agreements and confirmed that they have granted the development rights or have agreed to transfer or transferred to Ecstasy in aggregate undivided one half right, title and interest in the Larger Land.

(c) Kabali Family and the Thakkar Family declared and confirmed that HDIL and Ecstasy respectively are entitled to rights and interests in the Larger Land as co-owners in the manner as set out therein.

(d) The State of Maharashtra and Mumbai Metropolitan Region Development Authority ("MMRDA") being Respondents in the Writ Petition agreed as follows :-

(A) An area admeasuring 1,24,436.50 square meters of the Larger Land is free of encroachment ("**Vacant Portion of Larger Land**");

(B) An area admeasuring 14,243.50 square meters of the Larger Land has been encroached upon, Ecstasy and HDIL are entitled to claim the same from the Court Receiver, and thereafter, develop the same in whatever manner they deem fit

and proper without any let, hindrance, claim or objection as a developable property without being subject to any reservations;

(C) 75% of the Vacant Portion of Larger Land being an area admeasuring 93,327.375 square meters ("**MMRDA Land**") to be handed over by all the other parties to the Writ Petition to MMRDA free of cost and free from encumbrances in the manner as set out therein;

(D) 25% of the Vacant Portion of Larger Land being an area admeasuring 31,109.125 square meters ("**Retained Land**") to be retained by Ecstasy and HDIL as equal owners for undertaking development and construction activities;

(E) HDIL and Ecstasy are equally entitled to floor space index ("**FSI**") of 93,327.375 square meters ("**Retained FSI**") to be consumed in construction of building(s) of all permitted users including commercial use on the Retained Land; and

(F) The State of Maharashtra drops the Revision proceedings under Section 34 of the ULC Act.

(xii). Subsequently, in accordance with the Applicable Law and the MMRDA Consent Terms, MMRDA Land has been handed over to MMRDA and the same is recorded vide Possession Receipt dated 13th August 2009;

(xiii). Thereupon, by and under Order dated 1st December 2008 passed by the Office of the Collector, the Larger Land got sub-divided into (i) C.T.S. No.866A (admeasuring 93,327.375 square meters being the MMRDA Land); (ii) C.T.S. No. 866B (admeasuring 31,109.125 square meters being the Retained Land), (iii) C.T.S. No. 866C (admeasuring 9,463.8 square meters) and (iv) C.T.S. No. 866D (admeasuring 1865 square meters) C.T.S. No. 866C and C.T.S. No. 866D together constitute the Encroached Portion of the Larger Land;

(xiv). Subsequently, HDIL and Ecstasy have divided the Retained Land equally by metes and bounds and thereupon pursuant to a joint application dated 31st January 2009 made by Ecstasy and HDIL to the office of the Collector, the Office of the Collector has pursuant to its order dated 3rd February 2009, sub-divided the Retained Land into two equal parts, such that C.T.S. No. 866 B-1 (admeasuring 15,554.6 square meters) has gone to HDIL and solely and exclusively owned and possessed by HDIL ("**HDIL Land**"), and C.T.S. No.866 B-2 (admeasuring 15,554.5 square meters) has gone to Ecstasy and is solely and exclusively owned and possessed by Ecstasy ("**Ecstasy Land**");

(xv). By and under a Declaration dated 31st December, 2013, executed by Ecstasy and the Thakkar Family, the Ecstasy and the Thakkar Family has inter alia confirmed what has been stated above and have further confirmed that they have no right, title and interest of any nature whatsoever in respect of the HDIL Land and all right, title and interest in respect of the HDIL Land vests in HDIL;

(xvi). As provided in the MMRDA Consent Terms, HDIL and Ecstasy has handed over possession of C.T.S. No. 866C admeasuring 9463.80 square meters to MMRDA and whereupon HDIL and Ecstasy became entitled to utilize the basic FSI of 7068.30 square meters of C.T.S. No.866C and

Transferable Development Rights of 100% of C.T.S. No. 866C (being 9463.80 square meters) to be utilized in accordance with the terms of the MMRDA Consent Terms. The fact pertaining to the handing over of the possession of C.T.S. No.866C is noted in the Possession Receipt dated 13th August 2009 issued by MMRDA;

(xvii). In view of the addition of the FSI of C.T.S. No.866C, the term "**Retained FSI**" shall mean FSI of 1,00,395.675 square meters (i.e. 93,327.375 square meters plus 7,068.30 square meters), and the term TDR/FSI shall mean FSI of 1,33,900.30 square meters (i.e. 1,24,436.50 square meters plus 9,463.80 square meters);

(xviii). In view of the above, HDIL is inter alia entitled to one half of the Retained Land admeasuring 15,554.6 square meters and is entitled to develop the same by utilization of one half development potential of the Larger Land which presently as per the applicable law and Consent Terms is 1,17,147.98 square meters comprising of (i) 50,197.83 square meters (approx.) FSI being one half of the Retained FSI of 1,00,395.675 square meters ("**HDIL FSI**") and (ii) 66,950.15 square meters (approx) FSI, being one half of the 1,33,900.30 square meters of FSI purchased from Government of Maharashtra (under any prevalent law) or purchase of TDR ("**HDIL Additional FSI**") to be permitted to be utilized on the HDIL Land;

(xix). In view of the above, HDIL became the owner of and absolutely seized and possessed of or otherwise well and sufficiently entitled to the HDIL Land and inter alia entitled to develop the same by utilization of HDIL FSI and the HDIL Additional FSI thereupon;

(xx). Subsequently, by an Indenture of Conveyance dated 31st December, 2013, by and between the HDIL, the Promoter herein as the Purchaser and

the Kabali Family and registered with the Sub-Registrar of Assurances at Serial No.BDR-9-3078-2014 on 25th April, 2014, HDIL and Kabali Family sold to the Promoter and the Promoter purchased from HDIL and Kabali Family, the Project Land, that is a portion of HDIL Land admeasuring 7,547.51 square meters together with FSI aggregating to 64,841.38 square meters comprised of 30,551.8 square meters (forming part of the HDIL FSI) and 34,290 square meters (forming part of the HDIL Additional FSI) respectively to be utilised on Project Land, for the consideration and on terms and conditions as mentioned therein. The HDIL Land now stands reduced to 7,547.51 square meters

Annexure 'B'

(Property Register Card)

Annexure 'C'

(Plan)

Annexure 'D-1'

(Intimation of Disapproval)

Annexure 'D-2'

(No Objection Certificate)

Annexure 'D-3'

(Environmental Clearance)

Annexure 'D-4'

(Commencement Certificate)

Annexure 'E'

(Shop/ Office Unit and Allottee/s Details)

Sr.		Particular
(1).	Project	“[Inspire Hub]” to be developed and constructed on the Project Land more particularly described in the First Schedule of the Agreement for Sale.
(2).	Retail/Commercial Levels	[•]
(3).	Shop/Office Unit	Shop/Office Unit bearing No. _____, admeasuring about _____ sq. metres super built up area (Carpet Area as per RERA _____ sq. ft/ _____sq.mtrs.) on _____ floor of the Retail/Commercial Levels
(4).	Parking Space/s	_____ (_____)Parking Space/s in the Project
(5).	Purchase Price	Rs. _____/- (Rupees _____ Only)
(6).	Date of Offer of Possession of the Shop/Office Unit	On or before _____.
(7).	Postal address of the	

	Allottee/s	
(8).	Postal address of the Promoter	
(9).	E-mail address of the Allottee/s.	
(10).	E-mail address of the Promoter.	
(11).	Permanent Account Numbers	Promoter _____ Purchaser _____

**The carpet area as per the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 is _____ square feet.*

Annexure ‘F’

CERTIFICATE OF TITLE

Annexure ‘F-1’

Other Matters Concerning The Project Land

(a) By and under the Deed of Mortgage dated 28th January 2015 made by and between the Promoter as the borrower of the One Part and HDFC Limited (“**Bank**”) as the lenders/ mortgagees of the Other Part, registered in the Office of the Sub-Registrar of Assurances at Mumbai bearing Serial No.BDR-17/815/2015, the Promoter has mortgaged *inter alia* the Project Land together with the structures to be constructed thereon and all present and future FSI/TDR.

(b) Suit No.619 of 2014 has been filed by Ramkumar Premnath Chaubey (“**Plaintiff**”) against Ramkrishna Shridhar Chaubey & 42 others including the Promoter and is pending in the Hon’ble High Court of Bombay (“**Suit**”). The Plaintiff claims to have 1/7th share, right, title and interest in the properties bearing Survey Nos. 111A, 111B and 111C and C.T.S. No. 866 admeasuring in the aggregate 1,70,000 square yards, that is approximately 1,42,141 square meters and Survey No.111D admeasuring 1,254 square meters situate at Village Ambivli, Andheri (West), B.S.D. Bombay (Mumbai) (“**Suit Properties**”) along with the construction of whatsoever nature constructed upon the Suit Properties . No orders or reliefs have been granted in the Suit, as yet.

(c) Application No.23 of 2016 has been filed by Vikas K Tripathi (“**Applicant**”) v/s State of Maharashtra & others, including the Promoter and is pending in the National Green Tribunal, West Zone, Pune . The Applicant has alleged that the government departments have violated various norms including environmental/ green belt while giving permission for development of the Larger Land including the Project Land. The Applicant pleaded for grant of stay on operations by HDIL, Ecstasy and the Promoter from creating any third party rights, which was refused by the Hon’ble Tribunal on merits. No orders or reliefs have been granted, as yet.

(d) Writ Petition No.ST 878 of 2017 has been filed by Ram Kumar Chaubey against Government of Maharashtra & Others including the Promoter and is pending in the Hon’ble High Court of Bombay (“**Writ Petition**”). The Writ Petition has been filed against the sanction of the development of the Larger Land including the Project Land and seeking relief against alleged illegal act of the MCGM in permitting commercial / residential complex on the Larger Land including the Project Land and for violation of Green Belt norms. No orders or reliefs have been granted in the Writ Petition, as yet.

(e) Other matters as set out in the Certificate of Title

Annexure 'G'

(Common Areas & Amenities, Towers Limited Common Areas & Amenities
And Retail/Commercial Limited Common Areas & Amenities)

Part A Common Areas and Amenities:

[To Be Incorporated]

Part B Towers Limited Common Areas and Amenities:

[To Be Incorporated]

Part C Retail/Commercial Limited Common Areas and Amenities:

[To Be Incorporated]

The aforesaid Common Areas & Amenities, Towers Limited Common Areas & Amenities And Retail/Commercial Limited Common Areas & Amenities are the internal development works as defined under the RERA.

Annexure 'H'

The Purchase Price of Rs. _____/- (Rupees _____

_____ Only) payable

by the Allottee/s in instalments against the following milestones:

Sr.	Time for Payment	Amount
1	Towards Booking Amount	: Rs. _____ /- Rs. _____ /- Rs. _____ /-
	Booking Amount	Rs. _____ /-
2	On	: Rs. _____ /-
3	On	: Rs. _____ /-
4	On	: Rs. _____ /-
5	On	: Rs. _____ /-
6	On	: Rs. _____ /-
7	On	: Rs. _____ /-
8	On	: Rs. _____ /-
9	On	: Rs. _____ /-
10	On	: Rs. _____ /-

11	On	:	Rs.	/-
12	On	:	Rs.	/-
13	On	:	Rs.	/-
14	On	:	Rs.	/-
15	On	:	Rs.	/-
16	On	:	Rs.	/-
17	On	:	Rs.	/-
18	On	:	Rs.	/-
20	On	:	Rs.	/-
21	On	:	Rs.	/-
22	On	:	Rs.	/-
23	On Date of Offer of Possession	:	Rs.	/-
		Total :	Rs.	/-

Annexure 'I'

(Floor Plans)

Annexure 'J'

(Shop/Office Unit Amenities)

[To Be Incorporated]