

DEVIATION REPORT WITH RESPECT TO MODEL DRAFT OF AGREEMENT FOR SALE

Re: Proposed Real Estate Project known as 'Miraya Divine' to be constructed on piece or parcel of land bearing (i) Survey No./Hissa No. 146/1, (ii) Survey No./Hissa No. 149/3, (iii) Survey No./Hissa No.154/3, (iv) Survey No./Hissa No.412/1 v) Survey No./Hissa No. 414/1/C/1 (vi) Survey No./Hissa No. 414/1/C/2 admeasuring in aggregate 24273.74 square meters out of that the area admeasuring 713.54 sq.mtrs is considered for the said project situate, lying and being at Village Majiwade, Taluka & District Thane within the limits of Thane Municipal Corporation and within the Registration District of Thane.

Below are the deviations and/or additions from Model draft of Agreement for Sale and our draft of Agreement for Sale:

RECITALS

BB. The Developer has availed construction loan from _____ ("Bank") in respect of the Whole Project vide Deed of Mortgage dated _____ registered with the office of the Sub Registrar of Assurances, Thane - _____ under serial no. _____ on the terms and conditions mentioned therein.

NN. The Bank has granted a No-Objection Certificate dated _____ towards the sale of the Premises. The copy of No-Objection Certificate dated _____ is annexed hereto as **Annexure "I"**.

1. INTERPRETATION

1.1. Words of any gender are deemed to include those of the other gender.

1.2. Words using the singular or plural number also include the plural or singular number, respectively.



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1.3. The terms “hereof”, “herein”, “hereby”, “hereto”, “hereunder” and derivatives or similar words refer to this entire Agreement or specified clauses of this Agreement, as the case maybe.

1.4. Reference to a person includes a reference to a firm, company, association or other entity.

1.5. A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted.

4. **DEVELOPMENT POTENTIAL**

4.1. The Developer shall be developing the Whole Project in phases by utilizing and consuming the Floor Space Index (“FSI”) to be availed by way of unutilized basic FSI of the Larger Property and/or by availing of Transferable Development Rights (“TDR”) and/or FSI/TDR/development rights (“DR”) in respect of the Surrendered Area and/or fungible, ancillary, special, incentive, compensatory FSI and/or FSI available on payment of premiums and/or handover of TMC Amenities Area and/or FSI available as incentive FSI by implementing various scheme/s as mentioned in the Unified Development Control and Promotion Regulations (“UDCPR”) and/or any scheme of the State Government including any FSI generated due to Transit Oriented Development (“TOD”) policy and/or by availing DR and/or increase in FSI by whatever name called which may be become available on account of revisions in the UDCPR in the future, and that the Purchaser expressly agree/s that the Purchaser shall not have or claim any right, benefits or interest whatsoever in respect thereof.

5. **PREMISES AND SALE CONSIDERATION**

5.5. The Purchaser is/are aware that the Purchaser has/have to deduct the applicable tax deduction at source (“TDS”) on each instalment as per the applicable provisions of Section 194-1A of the Income Tax Act, 1961. The Purchaser shall deposit TDS with the Income Tax Department within 7 (seven) days from the end of the month in which the deduction is made, and issue a TDS certificate in Form No.16B to the Developer so as to enable the Developer

to give credit to the Purchaser for the same. The Purchaser agree/s and undertake/s that if the Purchaser fail/s and/or neglect/s to deduct the TDS or fails to pay the same after deduction, the Purchaser alone shall be deemed to be an assessee in default in respect of such tax and the Developer shall not be liable for any statutory obligations / liability for non-payment of such TDS.

5.6.

Sr. No .	Milestone	Percentage (%)	Amount (In Rupees)
1	On execution but before registration of this Agreement	10	
2	On completion of the Plinth	25	
3	On completion of slabs	25	
4	On Completion of Brickwork	10	
5	On Completion of Internal Plaster & External Plaster	10	
6	On Completion of Plumbing, Electrical fittings	10	
7	On Completion of Flooring/Tile Work, Door & Window Frames	5	
8	On receipt of full/part occupancy certificate	5	

5.8. In the event that any of the payment cheque/s is/are not honoured for any reason whatsoever, then without prejudice to other rights available to the Developer as per this Agreement and/or as per law, the Developer shall charge the cheque bounce charges as applicable to the Purchaser and the Purchaser shall be required to pay the same. Thereafter, the Developer may at its discretion not accept any cheques from the Purchaser and the Purchaser shall be required to make subsequent payments through RTGS/NEFT only.

6. INTERNAL AMENITIES

6.1. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Developer in the Premises are set out in **Annexure “K”**, annexed hereto

(**“Internal Amenities”**). The Purchaser has/have satisfied himself/herself/themselves/itself about the Internal Amenities to be provided and shall not make any objection in respect thereof.

- 6.2. For betterment thereof and/or for quality control purposes and/or due to non-availability or short supply, and/or for any other reasons beyond the control of the Developer, any of the 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, and/or similar priced materials or items may be provided without any approval of the Purchaser in order to enable the Developer to offer possession of the Premises on the stipulated date. The Developer shall make reasonable efforts to ensure that such substitutes and/or alternatives are similar to the Internal Amenities as hereunder agreed, in quality and quantity. The Purchaser agree/s not to claim any rebate and/or discount and/or concession in the Sale Consideration on account of such change/substitution.

- 6.3. The Purchaser is/are aware and accept/s that Internal Amenities to be provided within the Premises are procured by the Developer from third party vendors/suppliers and that the Developer shall not be responsible for repair or replacement of the same. The Internal Amenities may be under warranty and the Purchaser shall make appropriate claims only against the supplier/manufacturer thereof, as per the terms of the respective warranties of the respective Internal Amenities (if applicable).

7. CAR PARKING

- 7.1. The car parking spaces on the lower ground, ground and podium/s of the Whole Project that are exclusive for purchasers of the premises in the Residential Buildings are earmarked and identified by **RED color thick boundary line** on the plan annexed and marked as **Annexure “L”** hereto (“**Car Parking Spaces for Residential Buildings**”). The purchasers of premises in the Commercial Building shall not be entitled to use or access the Car Parking Spaces for Residential Buildings.

- 7.1.1. Similarly, the car parking spaces in basement and on lower ground, ground and podium/s of the Whole Project that are exclusive for purchasers of the premises in the Commercial Building are earmarked and identified by **BLUE color thick boundary line** on the plan annexed and marked as **Annexure “M”** hereto (“**Car Parking Spaces for Commercial Building**”). The purchasers of premises in the Residential Buildings shall not be entitled to use or access the Car Parking Spaces for Commercial Building.

- 7.1.2. The Purchaser expressly agree/s to the aforesaid earmarking and identification of car parking spaces and shall not cause any hindrance or obstruction of whatsoever nature towards the identification of the same.

- 7.2. The car parking space/s if allotted to the Purchaser under this Agreement shall be either surface parking and/or tandem parking and/or mechanical stack parking.

- 7.3. Any un-allotted car parking spaces in the Whole Project forming part of the Developer’s Premises shall continue to remain the property of the Developer and the Developer at its discretion shall be entitled to allot such un-allotted car parking spaces in the Whole Project.

Similarly, any un-allotted car parking spaces in the Whole Project forming part of the Owner's Premises shall continue to remain the property of the Owner and the Owner at its discretion shall be entitled to allot such un-allotted car parking spaces in the Whole Project.

- 7.4. It is clarified that the right to use the car parking space is co-extensive and co-terminus with this Agreement.

9. PURPOSE

- 9.1. The Purchaser shall use the residential flat or any part thereof or permit the same to be used only for purpose of residence and shall use the commercial unit or any part thereof or permit the same to be used only for purpose of commercial activities as permissible by law and in accordance with the applicable laws.

- 9.2. The Purchaser shall use the Car Parking Space/s only for purpose of keeping or parking vehicle.

12. OTHER CHARGES

- 12.1. The Purchaser hereby agree/s and undertake/s that the Purchaser shall, in addition to the Sale Consideration pay to the Developer, before taking the possession of the Premises the amounts as mentioned hereunder ("Other Charges"):

Sr. No.	Particulars	2BHK having Carpet Area approx. 44.44 square meters	2BHK having carpet area approx. 68.50 square meters	3 BHK
1.	Utility connection charges & deposits, Legal charges, Development Charges, Infrastructure Charges			
2.	Share money and Entrance fees			

3.	Association formation charges			
4.	Provisional common area maintenance ("CAM") charges for 18 (eighteen) months			

12.1.1. The Purchaser shall be liable to pay the GST or any other tax as may be applicable in respect of the Other Charges.

12.2. The Developer is not liable to render accounts in respect of the Other Charges and shall be entitled to retain and/or appropriate the amounts to its account except for the CAM charges for which the Developer shall render accounts and shall utilize the amounts for the purposes for which they have been received.

13. OUTGOINGS

13.2. The CAM charges as mentioned in the Other Charges shall be used towards the cost of Outgoings with applicable GST. It is clarified that it shall not be the obligation of the Developer to make payment of the Outgoings payable to the concerned authorities unless and until the Developer has received the same from the purchaser of the premises in the Project and the purchaser/s alone shall be responsible for any action or proceedings that may be made or taken by the concerned authorities due to non-payment of Outgoings to the said authorities.

13.3. It is clarified that the CAM charges do not include the municipal taxes/property taxes of the Premises and utility charges of the Premises such as electricity, gas etc. and the Purchaser will be responsible to make payment of municipal taxes/property taxes of the Premises and the said utility charges at actuals to the concerned authorities, over and above the Outgoings (to be paid to the Developer/Facility Management Company), from the Delivery Date. The Developer shall not be responsible in any manner whatsoever in case of any proceedings that may be made or taken by the concerned authorities due to non-payment of the said

municipal taxes/property taxes and/or utility charges. In the event of disconnection of any utility meter due to any default of the Purchaser, then the Purchaser shall be solely responsible to obtain the reconnection, at his/her/their own cost and expense.

13.4. Until the conveyance of the Property to the Federation (as defined below), the Purchaser shall pay to the Developer or the Facility Management Company (as defined below) appointed by the Developer such proportionate share of Outgoings as may be determined by the Developer from time to time. However, till the Purchaser's share is so determined, the Purchaser shall pay to the Developer provisional monthly contribution of CAM charges (as mentioned in the Other Charges) towards the expenses of the Outgoings. It is further clarified that the CAM charges (as mentioned in the Other Charges) are subject to change as per the actual expenses incurred towards Outgoings and the Purchaser will not object to any such increase in the CAM contribution. Accordingly, if the CAM charges fall below the actual expenses incurred, the Purchaser shall make good such shortfall immediately on demand being made by the Developer. Any delay in making payment of CAM charges including any increase in CAM contribution shall attract interest @ 18% per annum which will be borne and paid by the Purchaser.

13.5. Upon the completion of development of the Whole Project, the Developer will transfer any unutilized amount in respect of the CAM charges, without interest to the bank account of the Association (as defined below) or the Federation (as defined below), as the case may be.

13.6. The Purchaser agree/s to pay the Outgoings regularly without raising any dispute or objection with regard thereto. The Purchaser shall indemnify and keep indemnified the Developer against the payment of Outgoings.

13.7. Notwithstanding the above, the Developer reserves its right to utilize the CAM charges towards adjusting any unrealizable dues from the Purchaser required to be paid by the Purchaser under this Agreement and the Purchaser undertake/s not to object or claim in any manner in respect thereof.

13.8. The Purchaser for himself/herself/themselves/itself and as member of Association (as defined below) agree/s and accept/s that the Developer shall be liable to pay only the municipal taxes at actuals, in respect of the unsold premises in the Whole Project and shall not raise any objection or dispute in that regard.

15. FACILITY MANAGEMENT

15.1 The Developer shall in its discretion be entitled to nominate any agency, firm, corporate body, organization (“**Facility Management Company**”) to manage the operation and maintenance of the buildings, common amenities and facilities, open spaces of the Whole Project including the Project. The Purchaser hereby grant/s his/her/their/its approval to enter into any agreement/contract/arrangement with the Facility Management Company for the maintenance of the Whole Project. The Purchaser and the Association (as defined below) will be bound by the terms and conditions of such agreement/contract/arrangement with the Facility Management Company. The Purchaser agree/s not to object at any time to the appointment of the Facility Management Company.

15.2 The Facility Management Company shall be entitled, to collect the charges towards the Outgoings (including the Purchaser’s proportionate share of the Outgoings). The Purchaser agree/s and understands that the Facility Management Company shall also be entitled to

exercise its rights for collecting the said charges, even after formation of the Association (as defined below) and Federation (as defined below). It is further expressly understood that the Developer shall not in any manner be accountable, liable or responsible to any person including the Purchaser and/or Association (as defined below) for any act, deed, matter or thing committed or omitted that may be done by the Facility Management Company in the due course of such maintenance and management of the Whole Project.

15.3. The cost incurred in appointing and operating the Facility Management Company shall be borne and paid by the purchasers of the respective buildings being/to be developed by the Developer, including the Purchaser.

15.4. The Facility Management Company shall be entitled to frame such rules and regulations for regulating and governing the use of the buildings, premises as well as the common areas, facilities and amenities in the Whole Project. The Purchaser agree/s to abide by all such rules and regulations.

16. DISCLOSURES

16.3. However, the Developer has taken the construction loan in respect of the Whole Project as recited above.

16.5. The Developer represents that it is not a party to any litigation or proceedings before any court of law with respect to the Larger Property or any part thereof.

16.9. The Developer has informed and the Purchaser is/are aware that Existing IT Building shall always remain an independent and standalone building of the Owner, and/or of the Organization (as defined below) of the purchasers of the premises in the Existing IT Building, when formed, with rights to exclusively and solely use, possess and enjoy the portion of the Property admeasuring about 4534 square meters, earmarked as Portion A on the plan marked and annexed as **Annexure - "A"** hereto, together with the Existing IT

Building Amenities, Parking Lot and Open Canteen on Portion B & C on the plan marked and annexed as **Annexure - “A”** hereto.

16.10. The Developer has informed and the Purchaser is/are aware that the Existing IT Building occupants, which shall mean and include the Owner, all purchasers, licensees, and lessees of the Existing IT Building, and each of their respective employees, officers, and agents, and any other visitors to and/or guests of the Existing IT Building (“**Existing IT Building Occupants**”) shall have exclusive possession, use, and enjoyment of the Parking Lot and Open Canteen, and Existing IT Building Amenities, which includes the benefit of enjoyment of the right, and benefit of exclusive access for entrance/exit to the said Existing IT Building, Existing IT Building Amenities, Parking Lot and Open Canteen, from the DP Road, by way of using, accessing, and enjoying the said 12 MT Common Access Road with other occupants of the Property.

16.11. The Owner shall, at its cost and expense, form a Co-operative Society comprising solely of the purchasers of the premises in the Existing IT Building (“**Organization**”) under the provisions of Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and other applicable laws. The Owner shall thereafter, convey to such Organization, the structure of the Existing IT Building, structure of the Parking Lot and Canteen and structure of Utility Building (with FSI restricted to the FSI utilized and consumed in such Existing IT Building i.e. 12679.81 square meters) together with the right to use the said 12 MT Common Access Road in common with the occupants of the Building and other buildings to be/being developed by the Developer.

16.12. The Purchaser along with other purchasers of the Whole Project undertake not to object to the absolute right and entitlement of the Existing IT Building Occupants in respect of the Existing IT Building, Existing IT Building Amenities, Parking Lot and Open Canteen, at any time, and / or to the formation of the Organization for the Existing IT Building, and transfer of the rights therein or part thereof to the Organization for the Existing IT Building as mentioned herein.

16.13. The 12 MT Common Access Road which is located in the area earmarked as **Portion – C** of the plan marked as **Annexure “A”** hereto shall be common for all users and occupants of the Property including the Existing IT Building Occupants.

16.14. The Residential Building Amenities comprise of a recreational area including a Club House on ____ podium level and that the said recreational area including the Club House shall be only for the exclusive use and enjoyment of the purchasers of the Residential Buildings. The purchasers of the Commercial Building and other users of the Property, shall not be entitled to use or access the said recreational area including the Club House on ____ podium level.

16.15. The TMC Amenities Area shall be developed and constructed at the sole discretion and cost of the Developer. The Developer, shall be entitled to buy back the TMC Amenities Area at Developer's Cost and the Developer at its option shall be entitled to develop such TMC Amenities Area purchased from TMC either as independent plot by formally subdividing from the rest of the Larger Property or by amalgamating the same with the Whole Project even after formation of the Association and /or conveyance of the Property in favour of the Federation. The Purchaser expressly agree/s to such entitlement of the Developer and hereby agrees to not raise any objection to the right of the Developer to purchase such TMC Amenities Area if offered by the TMC. The TMC Amenities Area will be developed and constructed by the Developer at its sole cost and expenses, by utilizing such FSI as may be permitted by TMC and as per the requirements as may be specified by the TMC and under applicable laws.

19. NRI/OCI COMPLIANCE

19.1. In the event, the Purchaser being a Non-Resident Indian or Overseas Citizen of India, then it shall be the sole responsibility of the Purchaser to comply with the necessary formalities including permissions, approvals as laid down in Foreign Exchange Management Act, 1999 (“FEMA”), Reserve Bank of India Act (“RBI”) and Rules and Regulations made thereunder or any statutory amendments made thereof and all other applicable laws. The Developer and the Owner shall not be held liable for the deficiency of any statutory permissions being not available or procured by the Purchaser and that the Purchaser alone shall be liable for any action thereof. The Purchaser hereby indemnifies the Developer and the Owner against any claims or losses that may be caused to the Developer and the Owner for any reason whatsoever due to any default by the Purchaser in complying with the provisions of the FEMA or RBI or any statutory enactments or amendments thereof or any other applicable laws including any permissions, approvals thereof.

20.1. COVENANTS BY THE PURCHASER

- (iv) Not to shift or change the position of either the kitchen or WC in the Premises which would affect the drainage system of the Premises and/or any part thereof in any manner whatsoever or do, or omit to do, any act which would cause leakage or seepage in the Premises or the flats/units below or adjacent to the Premises;

(v) If, the Purchaser forcibly makes any additions / alterations to the Premises and/or Building and/or Whole Project of whatsoever nature and due to the same, if any penalty is levied upon the Developer and/or Owner or there is a delay in occupation certificate of the Building and/or other buildings comprised in the Whole Project or any impact on FSI takes place, whereby it affects the development of Project and/or Whole Project and due to which any financial loss is caused to the Developer or any legal action is initiated against the Developer or Owner, then the Developer and/or Owner, as applicable, shall each have all the right to claim / recover such penalty, financial losses and also to take appropriate legal action against the Purchaser and the Purchaser shall indemnify the Developer and Owner against such costs and losses, and be liable to make good those losses/damages to the Developer and/or Owner, as applicable. It is hereby clarified and agreed by the Purchaser, that the Purchaser alone shall be responsible for all the consequences (both civil and/or criminal) resulting from the Purchaser carrying out additions / alterations to the Premises and/or Building and/or Whole Project;

(ix) Not to open out any additional window or fix any grill on the exterior of the Premises. The Purchaser shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Purchaser from the Developer;

(x) Not to fix or install air conditioner/s at any other place other than those earmarked for installation of such air conditioner/s in the Premises so as not to affect the structure, façade and/or elevation of the Building/Project in any manner whatsoever;

(xi) Not to install any antenna on or near to any window or part thereof affecting the elevation of the Building;

- (xii) Not to change the name of the Building/Project either by himself/herself or through the Association, as the case may be at any point of time without the prior written permission of the Developer;
- (xiii) Not to relocate the fire safety measures and equipments installed by the Developer in the Premises;
- (xiv) Not to change the use of the Premises without the prior written permission of the Developer and/or Association and/or TMC;
- (xv) Not to change alter or modify the lift landings or the lobbies outside the Premises or any part thereof;
- (xvi) Not to cause any nuisance or use loudspeaker in the Premises or the Whole Project or Property or any part thereof or do anything which shall cause an annoyance, inconvenience or disturbance to the occupants of the Whole Project and/or the Property;
- (xvii) Not to enclose niches or balconies, decks, patios, ducts or attached terrace of the Premises at anytime by any means and to keep permanently open as per the approved plans;
- (xviii) Not to keep or place pots and other receptacles with or without plants on the parapets, ledges or any other outer portion of the Premises;
- (xxiii) Not to encroach upon or use any portion of the Building not acquired by the Purchaser;
- (xxiv) The Car Parking Space/s shall not be used to store any materials (including any flammable or toxic materials) or in any other way that is contrary to applicable laws;

- (xxv) To sign and execute all papers and documents even after formation of the Association in favour of the Developer or otherwise as may be necessary for the purpose of enabling the Developer to construct the building/s in accordance with the plans sanctioned or as may be sanctioned and with such additions and alterations as the Developer may in its sole discretion deem fit and proper and/or to issue unconditional NOC in favor of the Developer for amending/modifying the approved or sanctioned plan as per the terms of this Agreement;
- (xxvi) Until the possession of the Premises is handed over to the Purchaser, the Purchaser shall not be permitted to visit the Project site without the written consent of the Developer. Such consent may be granted to the Purchaser considering the stage of development and construction and subject to the safety measures and conditions to be followed by the Purchaser. It is clarified that, children below the age of 15 (fifteen) years and senior citizens shall not be allowed to enter the under-construction site or areas. The Purchaser undertakes not to hold the Developer responsible for any loss or damage or harm incurred or suffered by the Purchaser or any person accompanying the Purchaser, due to negligence or wrongful acts or otherwise, during such site visit;
- (xxvii) The Purchaser represent/s and warrant/s that:
- (a) he/she/they is/are not prohibited from acquiring the Premises under any law or otherwise;
 - (b) he/she/they has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;
 - (c) no receiver and/or liquidator and/or official assignee or any person is appointed of the Purchaser or all or any of its assets and/or properties;
 - (d) none of his/her/their assets/properties is/are attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
 - (e) no notice is received from the Government of India (either Central, State or local) and/or from abroad for his involvement in any money laundering or

any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them;

(f) no execution or other similar process is issued and/or levied against him and/or against any of his/her/their assets and properties;

(g) he/she/they is/are not of unsound mind and/or is not adjudged to be of unsound mind;

(h) he/she/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months.

(xxviii) The Purchaser is/are aware that:

(a) This Agreement only relates to the Project and the Purchaser shall not have any right whatsoever in respect of the other phases of Whole Project and shall not interfere in the decisions of the Developer relating thereto.

(b) The Purchaser is/are aware that the Whole Project as presently sanctioned by the TMC consumes/utilizes only part of the FSI/development potential of the Larger Property as presently sanctioned and the Developer proposes to utilize the balance FSI/development potential of the Larger Property including the FSI, by whatever name or form is increased in respect of Larger Property, as may be sanctioned in phases for construction of Whole Project which may involve increasing or decreasing the floors of any building in the Whole Project, changing the location of any building in the Whole Project, constructing additional wing/s to the Building or any other building in the Whole Project without affecting in any manner the rights of the Purchaser with respect to the Premises.

(c) The term 'Project' and 'Whole Project' wherever the same appears under this Agreement shall include the changes as proposed by the Developer under this Agreement.

(d) Until the transfer of Property in favor of Federation, the Developer shall be absolutely entitled to give any portion of Whole Project including portion of

open terrace at the top of the Building/Project to any agency, firm or company for installation of cables, equipments and towers of telecommunication systems and to receive all rents, deposit, fees from such agency, firm or company from time to time;

(e) The Developer shall be entitled to put hoarding/boards of its brand name, in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on any part of the Whole Project i.e. portion of the Larger Property area earmarked as **Portion-D** on the plan marked and annexed as **Annexure "A"** hereto including but not limited to the façade, terrace, compound wall etc. The Developer shall also be entitled to a full and free right of way and means and access to such place or places for the purpose of repair, maintenance, painting or changing the logo/signs;

(f) The Developer shall have the right to designate any space in the Whole Project including the Project and/or on portion of the Larger Property earmarked as **Portion-D** on the plan marked and annexed as **Annexure "A"** hereto or any part thereof to third party service providers for the purpose of facilitating the provision and maintenance of utility services and infrastructure facilities to be availed by the occupants of the Building and other buildings comprised in the Whole Project. The Developer shall also be entitled to designate any such spaces to third party service providers either on leave and licence or leasehold basis.

(g) The Developer shall be at a liberty and is entitled to complete any portion/floor/part of the Building/Project, and apply for and obtain part occupation certificate thereof. In such an event, the Developer shall be entitled to carry out the remaining work in respect of the Project even if the same causes any inconvenience/disturbance to the Purchaser, and the Purchaser hereby waives any objection or claim, demand, or damages, etc. from the Developer and Owner in that regard, and undertakes to not obstruct the Developer or any of its construction activities in any part of the Whole Project or any part thereof. Similarly, after full occupation certificate of the Project is

obtained, the Developer shall be entitled to carry out all construction activities for completing the Whole Project even if the same causes any inconvenience/disturbance to the Purchaser and the Purchaser hereby waives any objection or claim, demand, damages, etc. against the Developer and the Owner, and undertakes to not obstruct the Developer or any of its construction activities in any part of the Whole Project or any part thereof;

(h) The Developer shall have the right to designate any space in the Whole Project including the Project and/or on portion of the Larger Property earmarked as **Portion-D** on the plan marked and annexed as **Annexure "A"** hereto or any part thereof to any electric or power company for construction of sub-station towards supplying electricity to the buildings comprised in the Whole Project and for such purpose, the Developer may be required to execute a lease/conveyance in favor of such electric or power company. The Purchaser hereby grant/s his/her/their/its to the Developer for the same. Further, the Purchaser agree/s not to raise any objection and/or obstruction towards the putting up and construction of the electric substation and its structures and allied constructions, room/s, pipes and boxes, electrical meters, cables, connections and other matters in this connection and undertake/s to extend all co-operation and assistance as may, from time to time, be necessary in this respect as per the rules and requirements of the such electric or power company;

(i) The Purchaser's interest in the Premises and the Building is impartible and the Purchaser shall not be entitled at any time to demand partition of his/her/their interest in the Premises and/or in the Building.

(xxxi) The Purchaser hereby confirm/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample flat / mock flat and its colour, texture, the fittings / fixtures or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specification and/or services or cannot be construed as the same. The Purchaser

has/have not relied on the same for his/her/their/its decision to acquire the Premises in the Project;

(xxxiii) The open parking spaces if any, for the Project shall be identified and earmarked by the Developer. However, the allotment of the open parking spaces if any, will be done by the Association in the manner the Association deems fit subject to the terms of by-laws and constitutional documents of the Association. The Purchaser agree/s and undertake/s that it shall not be entitled to raise any objections towards the allotment/allocation of open parking space/s done by Association, at any time and shall not challenge the same anytime in future;

(xxxiv) The Purchaser is/are aware that certain amenities and facilities may be commonly provided for buildings comprised in the Whole Project. The Purchaser further covenant/s that they shall not cause any nuisance, hindrance or raise objections to the use of these amenities and facilities by the purchasers/occupants of other premises therein forming part of the Whole Project;

(xxxv) The Purchaser is/are aware that there will be mechanical stack parking and that the costs and expenses of the maintenance of the mechanical stack parking shall be borne by all the purchasers of the Project including the Purchaser irrespective of utilisation or non-utilisation of such mechanical stack parking by any purchaser;

(xxxvi) Till the development of the Larger Property has been completed in all respects by utilising the maximum FSI/development potential and conveyance of the Property is executed in favour of Federation:

(a) the Purchaser/Association/Federation shall not interfere in any manner in any work of development or construction and the Developer alone shall have full control, absolute authority and say over the un-allotted premises, car parking spaces, areas, roads including any internal access roads, open spaces, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided and the Purchaser shall not hinder or obstruct the right of the Developer in this regard. At all times, the Developer,

its surveyors, agents, and workmen with trucks, machines, cranes, JCB/earthmovers and other construction equipments will be entitled to enter into or upon the Property and the buildings comprised in the Whole Project or any part thereof for completing the development and construction on portion of the Larger Property earmarked as **Portion-D** on the plan marked and annexed as **Annexure “A”** hereto;

(b) the Developer shall be entitled to keep and or store any construction materials, on any portion of the Larger Property earmarked as **Portion-D** on the plan marked and annexed as **Annexure “A”** hereto, and/or to have additional electricity supply and/ or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary;

(c) the Developer shall be entitled to lay through or under or over the Property or any part thereof (except in area earmarked as Portion A on the plan marked and annexed as **Annexure “A”** hereto, together with the Existing IT Building Amenities, Parking Lot and Open Canteen on Portion B & C on the plan marked and annexed as **Annexure “A”** hereto) pipelines, electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, other utilities etc. meant for any of buildings comprised in the Whole Project.

(xxxvii) Irrespective of a dispute, if any, arising between the Developer and the Purchaser and/or the Association, all amounts payable by the Purchaser to the Developer under this Agreement shall always be paid punctually to the Developer and shall not be withheld by the Purchaser for any reasons whatsoever;

(xxxviii) The Developer has not represented or undertaken to the Purchaser that consistent water supply to the Premises will be provided, as the same is subject to availability and supply from the TMC and other concerned authorities;

(xxxix) Any terrace attached/appurtenant to premises and having access from within the premises will be for the exclusive use and occupation of the purchasers who shall

be occupying such premises. The Purchaser herein permit/s to the same and the Purchaser for himself/herself/themselves/itself and as member of Association undertake/s to not raise any objection, or dispute of whatsoever nature in respect of the terrace attached/appurtenant to such premises;

21. FIT OUTS

- 21.1. The Purchaser may be permitted to commence fit-out works in the Premises only upon the receipt of possession and after making all payments as per this Agreement and after complying with the terms and conditions of this Agreement. Prior to carrying out the fit-out works in the Premises, the Purchaser may have to deposit an interest free security deposit (“**Security Deposit**”) for the due adherence and performance with the terms and conditions of the fit out manual which may be drawn up by the Developer containing the guidelines for carrying out the fit-out works in the premises in the Building and with the terms and conditions of this Agreement. In the event if the Purchaser commit/s any breach/es of the fit out manual and the terms and conditions of this Agreement in regard to the fit-out works, then and in any such event, the Developer shall be entitled to adjust or deduct any expenses incurred or likely to be incurred by the Developer from such Security Deposit for setting right such breach or rectifying such damage or nuisance caused and any shortfall in the Security Deposit will be recovered from the Purchaser. The Purchaser shall not dispute any adjustment or deduction from the Security Deposit on any ground whatsoever and howsoever arising. The said amount of Security Deposit shall be refunded by the Developer to the Purchaser only upon completion of the entire fit-out works in the Premises by the Purchaser.
- 21.2. The Developer shall be entitled to inspect all fit-out works carried out by the Purchaser. In the event, the Developer finds that the nature of interior work being executed by the Purchaser is harmful to the Premises or to the structure, façade and/or elevation of the Building or any part thereof, the Purchaser shall be required to stop such fit-out works without raising any dispute thereof.
- 21.3. The Purchaser will ensure at his/her/their/its own cost that the debris from the fit-out works are taken to and disposed of only in the area earmarked for the same, and the same will be

cleared from the earmarked area by the Purchaser, on a daily basis, without causing any nuisance or annoyance to the other purchasers or occupants of the Property.

- 21.4 The Purchaser will ensure at his/her/their/its own cost that the debris from the fit-out works are be dumped in an area earmarked for the same and will be cleared by the Purchaser, on a daily basis, without causing any nuisance or annoyance to the other purchasers.
- 21.5 The Purchaser will further ensure that the contractors and workers (engaged by the Purchaser) during execution of the fit-out works do not dump any material of whatsoever nature either in the toilet/WC, waste water line or soil line or in any other place other than those earmarked for the same.
- 21.6 The Purchaser expressly agree/s that if any damage will be done in the common areas of the Building/Project and/or Premises while bringing the material by the Purchaser or their agents then in that case, the Developer and/or the Owner shall not be responsible or liable to repair or replace any broken material in the common areas and/or Premises or rectify any defect in the common areas and/or Premises and the Purchaser alone shall be responsible at his/her/their cost to carry any such repairs or defects.

23. MORTGAGE

- 23.1. The Developer shall have the right to raise finance and/or loan from any scheduled commercial bank or other regulated financial institution/s ("Lender") by creating mortgage or charge on its rights under the said Development Agreement and/or Developer's Premises and/or securitization of the receivables provided such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take the Premises. The Developer shall provide a No Objection Certificate issued by the Lender to the Purchaser.
- 23.2. The Purchaser shall be entitled to avail loan from a bank or financial institution and to mortgage the Premises by way of security for payment of the Sale Consideration and/or Other Charges, Outgoings and all other amounts payable under this Agreement only with the prior written consent of the Developer. Provided that the Developer shall have first lien/charge until all the amounts including the Sale Consideration, Other Charges, Outgoings and all other amounts payable under this Agreement have been paid to the Developer.
- 23.2.1. All costs and expenses in connection with availing of the said loan and mortgage of the Premises shall be solely borne and incurred by the Purchaser. The Developer and

the Owner shall not incur any liability or obligation for repayment of the loan, interest and any other charges on the loan. The Purchaser hereby undertakes to indemnify and keep indemnified and harmless the Developer and the Owner from any claim or demand, loss or liability arising from the said loan.

23.2.2. The Purchaser shall ensure that the security documents in relation to the loan and mortgage of the Premises by the Purchaser will not be contrary or inconsistent with the terms of this Agreement, including the preceding sub-clauses in any manner whatsoever.

25. INDEMNITY

25.1. The Purchaser hereby jointly and severally (as the case may be) agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developer and the Owner and their respective successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement by the Purchaser and/or by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Purchaser being untrue and/or as a result of the Developer and the Owner entering into this Agreement with the Purchaser.

26. TRANSFER

26.1. The Purchaser may transfer his/her/its rights, title and interest in the Premises to any third person / entity only after payment of all the dues/amounts payable by the Purchaser to the Developer under this Agreement are fully paid up and with prior written consent of the Developer. Any such transfer by the Purchaser shall be (a) subject to the terms and conditions of this Agreement, (b) the subsequent purchaser executing necessary indemnities, undertakings and such other documentation as may be required by the Developer and/or its advocates and (c) payment of applicable transfer / administrative fee as may be decided by the Developer plus taxes as applicable. It is clarified that the Developer reserves the right to allow such transfer at its sole and absolute discretion.

28. ENTIRE AGREEMENT

28.1. Provided that nothing contained herein shall alter any provisions of the said Development Agreement and/or said Supplementary Agreement. It is herein expressly clarified that in case of any contradiction/conflict occurring between the same provisions stated in the said Development Agreement and/or said Supplementary Agreement and in this Agreement, the provisions in the said Development Agreement and/or said Supplementary Agreement, as applicable shall prevail, subject to RERA and any other applicable laws.

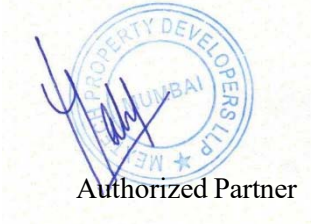
32. WAIVER

32.1. Any delay tolerated or indulgence shown by the Developer and/or the Owner in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Developer shall not be construed as a waiver on the part of the Developer and/or the Owner of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Developer and/or the Owner.

Place:

For MEXTECH PROPERTY DEVELOPERS LLP

Date: 18/03/2024



Authorized Partner