AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE *("**this Agreement**")* is made and executed at Mumbai, on this 24th day of May in the Christian Year Two Thousand and Twenty Three (2023):

BETWEEN

AJMERA REALTY & INFRA INDIA LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and validly existing under the provisions of the Companies Act, 2013; bearing CIN L27104MH1985PLC035659 and having its registered office at Citi Mall, Link Road, Andheri (West), Mumbai 400 053,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

M/s. VIJAY NAGAR APARTMENTS, a partnership firm incorporated and registered under the provisions of the Indian Partnership Act, 1932 and having its principal place of business ; at Citi Mall, Link Road, Andheri (West), Mumbai 400053 hereinafter referred to as "**the Confirming Party**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and includes the Partners for the time being and from time to time constituting the said Partnership firm, the survivor or survivors of them, the heirs, executors and administrators of such last survivor) of the **SECOND PART**

AND

_____, Indian Inhabitant/s, having his/her/their address at _____

_____

OR

M/s._____, a partnership firm registered under the provisions of the Indian partnership Act, 1932 having its principal place of business at _____;

OR

_____ **Limited**, a company incorporated under the provisions of the Companies Act, 1956 and validly existing under the provisions of the Companies Act, 2013 bearing CIN [_____]; and having its registered office at

_____;

OR

_____ **HUF,** a Hindu Undivided Family, represented by its Karta and Manager Mr. _____, of Indian inhabitant having his address at _____; hereinafter referred "**the Purchaser/s**",(which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include ***(a)*** in case of individual/s his/her/their heirs, executors, administrators and permitted assigns; ***(b)*** in case of partnership firm/s, partner/s for the time being of the said firm, the survivor/s of them and the heirs, executors, administrators and permitted assigns of the surviving partner; ***(c)*** in case of a limited company, its successors and permitted assigns; and ***(d)*** in case of an Hindu Undivided Family, its Karta, beneficiaries, members and coparceners and their survivors and the heirs, executors, administrators and permitted assigns of the last survivor) of the **OTHER PART**:

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

WHEREAS:

A. The Promoter is seized and possessed of and otherwise well and sufficiently entitled to undertake the development of immoveable property being all that piece and parcel of land admeasuring 1,11,732.20 square meters or thereabouts and numbered as Sub-Plot A as per the layout sanctioned by the Municipal Corporation of Greater Mumbai (hereinafter referred to as "**MCGM**") on 26th May, 2009 and comprising of land bearing CTS Nos. 1A/1, 1A/2, 1A/3 and 1/A6 all of Village Anik, Taluka Kurla, in the registration Sub-District of Mumbai Suburban (hereinafter referred to as "**the said Land**").The said Land is more particularly described in the **First Schedule** hereunder written and shown as marked in hatched lines on the Plan hereto annexed as ***Annexure 'A'***.

B. The Promoter is entitled to the said Land in the following manner:

i. One Ardheshir Shapurji Narielwala (hereinafter referred to as "**Ardheshir**") was the owner of and/or otherwise well and sufficiently entitled to and in possession of several pieces and parcels of land, hereditaments and premises in Village Anik, Taluka Kurla in Mumbai Suburban District and admeasuring in the aggregate approximately 90 Acres and 18 Guntha equivalent to 3,66,038.46 square meters or thereabouts (hereinafter referred to as "**said Larger Property**").

ii. The said Ardheshir by and under his last will and testament dated 18thMarch, 1933 appointed his wife Mrs. Behrozbai Narielwala, his two sons Mr. Navroji Ardheshir Narielwala, Mr. Phirojsha Ardheshir Narielwala and his son-in-law Mr. Navroji Rustomji Adenwala as the executrix, executors and trustee respectively of his will and testament dated 18th March, 1933. The said Ardheshir died at Bombay on or about 9th day of November, 1937. The said will dated 18th March, 1933 was duly proved by the said executors. The said Behrozbai Narielwala and Navroji Rustomji Adenwala died atBombay on or about 21st day July, 1947 and 23rd day of November, 1960 respectively.

iii. By a Deed of Transfer dated 27th November, 1972, (1) Navroji Ardheshir Narielwala and (2) Phirojsha Ardheshir Narielwala, (being the surviving executors of the will dated 18th March, 1933 of the said Ardheshir) transferred the said Larger Property to and in favour of (1) Navroji Ardheshir Narielwala (2) Phirojsha Ardheshir Narielwala (3) Rustomji Ardheshir Narielwala and (4) Shapurji Ardheshir Narielwala, (hereinafter collectively referred to as "**said Narielwalas**"). Accordingly, by virtue of the aforesaid Deed of Transfer dated 27th November, 1972, the said Narielwalas became the owners of the said Larger Property.

iv. By and under an Agreement dated 11th June, 1981 made by and between the said Narielwalas and one M/s. Vijay Nagar Apartments, a partnership firm being Confirming Party (hereinafter referred to as "**the said Firm**"), the said Narielwalas have assigned, transferred all their right, title and interest in respect of the said Larger Property. Thus, by virtue of the said agreement dated 11th June, 1981 the Confirming Party acquired the entitlement to develop the said Larger Property.

v. The said Larger Property was sub-divided naturally into various smaller plots of land and such sub-divided plots were assigned separate CTS Numbers.

vi. Out of the total holding of the said Narielwalas in relation to the said Larger Property, a total area of 71 Acres and 26 Gunthas equivalent to 2,89,957.48 square meters was declared as non-surplus and was held as retainable land under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 (hereinafter referred to as "**the Retained Property**").

vii. By and under a Deed of Conveyance dated 29th August, 2000, made and executed by the said Narielwalas and the Confirming Party, the said Narielwalas sold, transferred and conveyed to and in favour of the Confirming Party, the Retained Property at and for the consideration and on the other terms and conditions more particularly mentioned therein. The said Deed of Conveyance dated 29th August, 2000 is duly registered with the Sub-Registrar of Assurances at Mumbai under number BBJ-6892 of 2000. As per the said Deed of Conveyance dated 29th August, 2000, the CTS numbers of the Retained Property are mentioned as 1 (pt), 3B (pt), 229B (pt) and 233B (pt).

viii. Pursuant to the execution of the said Deed of Conveyance dated 29th August, 2000, the Retained Property was sub-divided by and under an order dated 12th October, 2000 issued by the Collector, Mumbai Suburban District, into various smaller plots of land in view of certain reservations on some portions of the Retained Property and on the basis of earmarked land use thereof. As per condition no. 3 of the said order dated 12th October, 2000, it was directed that the final areas of the sub-division would be arrived at after actual measurement. The various sub-plots forming part of CTS Nos. 1, 3B, 229B and 233B were numbered alphabetically as A to S subject to final measurement as aforesaid on the basis of the earmarking for land use of each plot.

ix. In view of the sub-division order dated 12th October, 2000, as aforesaid, by and under a Deed of Rectification 18th October, 2000, the said Deed of Conveyance dated 29th August, 2000 was rectified, whereby certain survey numbers, CTS numbers and areas of each sub-divided plot comprising the Retained Property were rectified and clarified in greater detail and it was clarified that the subject matter of the Deed of Conveyance dated 29th August, 2000 were the lands bearing CTS Nos. 1 (pt) admeasuring 78,787.12 square meters, 3B (pt) admeasuring 73,661.58 square meters, 229B (pt) admeasuring 1,10,843.31 square meters and 233B (pt) admeasuring 26,772.48 square meters aggregating to an area 2,90,064.49 square meters. The said Deed of Rectification have been duly registered with the Sub-Registrar of Assurances at Mumbai under number BBJ-7773 of 2000.

x. In the circumstances, the Confirming Party viz. M/s. Vijay Nagar Apartments became entitled to the Retained Property as the sole and absolute owner thereof.

xi. The Confirming Party, one Ajmera Housing Corporation and one Ajmera Water "N" Amusement Park Private Limited came together and formed a partnership in the name and style of M/s. Anik Development Corporation for the purpose of development of the Retained Property; and accordingly development of the Retained Property was commenced by the said firm known as M/s. Anik Development Corporation.

xii. The said M/s. Anik Development Corporation was subsequently converted into a Private Limited Company (incorporated under the provisions of the Companies Act, 1956) known as Anik Development Corporation Private Limited (hereinafter referred to as "**ADCPL**"). Subsequently, ADCPL was amalgamated with Shree Precoated Steels Limited by virtue of an order dated 10th August, 2007 passed by the Hon'ble High Court of Judicature at Bombay in Company Petition Nos. 464 of 2007 and 465 of 2007.

xiii. Thereafter, the name of Shree Precoated Steels Limited was changed to Ajmera Realty & Infra India Limited (being the Promoter herein) and a fresh certificate of incorporation consequent upon change in name dated 5th May, 2008 was issued by the Registrar of Companies, Maharashtra stating therein that the name of the Promoter stands duly changed to Ajmera Realty & Infra India Limited.

xiv. The Promoter has pursuant to acquisition of the Retained Property, commenced and completed development of the certain portions of the Retained Property and presently a residential complex popularly known as "***Bhakti Park***" stands constructed on such portion.

xv. The part of the Retained Property now numbered as Sub-Plot A as per the layout sanctioned by the MCGM on 26thMay, 2009 and bearing CTS Nos.1A/1, 1A/2, 1A/3 and 1A/6 and admeasuring 3,022.20 square meters, admeasuring 97,434 square meters, admeasuring 6,753.3 square meters and admeasuring 4,522.70 square meters respectively and thus admeasuring in aggregate 1,11,732.20 square meters (as per the property register cards in respect thereof) all of Village Anik, Taluka Kurla in the registration district of Mumbai Suburban, form a part of the Retained Property (hereinafter referred to as the "**said Property").** The Property Register Cards in respect of the said Land are annexed hereto and marked as ***Annexures 'B' to 'E'*** respectively.

xvi. As directed in the afore mentioned Clause no. 3 of the sub-division order dated 12th October, 2000, the concerned City Survey Officer, Chembur conducted measurements of the Retained Property and by and under an order dated 31st May, 2001, it was recorded by the concerned City Survey Officer pursuant to such measurement, on the basis of designated land use, the land bearing CTS Nos. 1, 3B and 229B (all 3 collectively referred to as CTS No. 1A under the order dated 31st May, 2001) and land bearing CTS No. 233B was sub-divided and it was directed that separate property register cards be issued in respect of each such distinct portion of the sub-divided plots and as a result of such sub-division, separate property register cards was directed to be issued inter alia in respect of lands bearing CTS Nos. 1A/1, 1A/2, 1A/3, 1A/4, 1A/5, 1A/6, 1A/7, 1A/8, 1A/9, 1A/10, 1A/11, 1A/12, 1A/13, 1A/14, 1A/15, 233B/1, 233B/2 and 233B/3.

xvii. As per the Property Register Cards in relation to the said Property:

a. The land bearing CTS No. 1A/1 admeasuring 3,022.2 square meters in aggregate, an area admeasuring 200 square meters is shown as a protected forest (Mangroves) and the name of the Government of Maharashtra appears thereon as the holder thereof to such extent of 200 square meters;

b. Out of the land bearing CTS No. 1A/2 admeasuring 97,434 square meters shows the name of the said Firm i.e., M/s. Vijay Nagar Apartments and its partners as the holders thereof. However, an area admeasuring 2,900 square meters out of land bearing CTS No. 1A/2 is shown as a protected forest (Mangroves) and the name of the Government of Maharashtra appears thereon as the holder thereof to such extent of 2,900 square meters;

c. The land bearing CTS No. 1A/3 admeasuring 6,753.3 square meters shows the name of the said Firm i.e., M/s. Vijay Nagar Apartments and its partners as the holders thereof; and

d. The land bearing CTS No. 1A/6 admeasures 4,522.7 square meters and the assessment thereof is reflected as agricultural.

xviii. Accordingly, the Promoter is entitled to the Retained Property (including inter alia the said Land) as the sole and absolute owner thereof.

xix. By and under an Indenture of Mortgage dated 28th December, 2018, made and executed by the Promoter in favour of Housing Finance Development Corporation Limited (hereinafter referred to as "HDFC") and registered with the Sub-Registrar of Assurances at Kurla No. 2 under no. KRL2-15257-2018, the Promoter has created a mortgage in favour of HDFC inter alia in respect of certain portions of the said Land (the area thereof is reflected in the said Indenture is 68368.90 sq. mtrs.) and the structures to be constructed thereon for the purposes of securing certain financial obligations of the Promoter.

xx. Pursuant thereto, by and under a Unilateral Indenture of Mortgage dated 1st December, 2021, made and executed inter alia by the Promoter in favour of HDFC, the Promoter, in order to secure certain further facilities extended by HDFC to the Promoter, has created a mortgage in favour of HDFC inter alia in respect inter alia of the land bearing CTS No. 1A/2 therein reflected as admeasuring 3,850 square meters together with the proposed buildings being 3A and 3B referred to as Ajmera Manhattan at Village Anik, Taluka Kurla, in the registration Sub-District of Mumbai Suburban together with all construction thereon present and future including the buildings constructed/to be constructed thereon and the present and future FSI, as well as a charge on the receivables and moveables as more particularly set out in the said Unilateral Indenture of Mortgage dated 1st December, 2021. The said Unilateral Indenture of Mortgage dated 1st December, 2021 is registered with the Sub-Registrar of Assurances Kurla No. 5 under no. KRL5-17973-2021.

xxi. By and under Unilateral Indenture of Mortgage for Creation of Additional Security dated 1st July, 2022, made and executed by the Promoter in favour of HDFC and registered with the Sub-Registrar of Assurances at Kurla No. 3 under no. KRL3-11934-2022, the Promoter has created a mortgage in favour of HDFC inter alia in respect of certain further portions of the said Land and the structures to be constructed thereon for the purposes of securing certain additional financial obligations of the Promoter.

xxii. We have been informed by the Promoter that save and except the mortgages in favour of HDFC as aforesaid, no other mortgages are subsisting with regard to the said Land and/or the construction to be brought up thereon.

C. As regards development of and construction on the said Land as proposed by the Promoter:

i. The MCGM has already sanctioned the layout for construction on the said Land on or about 26th May, 2009, whereby considering the then available development potential of the said Land (which as informed to us by the Promoter already stands increased as of the date hereof by virtue of the amendments to the Development Control and Promotion Regulations, 2034 for Greater Mumbai (hereinafter referred to as "DCPR")), MCGM has sanctioned construction of 13 (thirteen) number of buildings on the said Land.

ii. By and under an order dated 30th April, 2012 passed by the Collector, Mumbai Suburban District, tenure of part of land bearing CTS No. 1A/2 and land bearing CTS No. 1A/3 out of the said Land is changed from Agricultural to Non-Agricultural, subject to the terms and conditions mentioned therein.

D. The Promoter has further informed the Purchaser/s that the Promoter had made the requisite applications to the concerned authorities for deletion of the earmarking of the parts of the said Land as protected forest or mangroves and accordingly by letter dated 24th November, 2015 bearing no. 102A/2015/3866 issued by the Deputy Director Land Records (Konkan Region), Mumbai, the area of the part of the said Land as protected forest or mangroves was reduced to an area admeasuring 200 square meters with respect to CTS no. 1A/1 and an area admeasuring 2,900 square meters with respect to CTS no. 1A/2. A copy of the said letter dated 24th November, 2015 is annexed hereto and marked as ***Annexure 'F'***.

E. Within the said Land, there are certain buildable reservations of a Market admeasuring 2,000 square meters and Dispensary, Maternity Home and Welfare Centre admeasuring 1,700 square meters affecting the said Land, as per the Development Plan remarks issued by the MCGM (hereinafter referred to as "**the said Reservations**") and which Reservations may be developed by the Promoter and/or its associate companies. In addition to the said Reservations, in order to undertake the development of the said Land, the Promoter is required to leave an open space area for Recreation Grounds, as per the applicable provisions of the Development Control and Promotion Regulations, 2034 for Greater Mumbai(hereinafter referred to as "**DCPR**"). In addition to the said Reservations, presently there are certain proposed reservations for Public Open Space and Natural area with respect to the said Land as per the Development Plan remarks

issued by the MCGM, and the Promoter has made the requisite applications to the MCGM and the concerned authorities for deletion on the same form the Development Plan remarks.

F. The Promoter may hand over the area of the said Reservations out of the said Land (with or without construction, as the Promoter may deem fit and proper) to the MCGM or the Government of Maharashtra other concerned authorities and accordingly, for the purpose of such handing over certain parts of the said Land will be further sub-divided and the net area of the said Land would undergo changes pursuant to such handing over. The Promoter shall be solely entitled to the compensation receivable in lieu of such handover or surrender of the said Reservations with or without built amenity to the concerned authorities including any compensation by way of issuance of development potential by whatever named called including inter alia all Floor Space Index (hereinafter referred to as "**FSI**") and Transferable Development Rights (hereinafter referred to as "**TDR**") under the applicable provisions of the DCPR. In addition to the said Reservations, presently there are certain proposed reservations for Public Open Space and Natural area with respect to the said Land as per the Development Plan remarks issued by the MCGM, and the Promoter has made the requisite applications to the MCGM and the concerned authorities for deletion on the same form the Development Plan remarks.

G. It is proposed that as per the layout sanctioned by the MCGM on or about 26th May, 2009, and pursuant thereto as per the building approvals obtained by the Promoter from time to time and further amendments thereto the Promoter would be constructing on the said Land in aggregate,13 (thirteen) number of buildings viz. Building No.1, Building No.2, Building No.3, Building No.4, Building No.5, Building No.6, Building No.7, Building No.8, Building No.9, Building No.10, Building No.11, Building No.12 and Building No.13 (hereinafter referred to as "**the Total Proposed Buildings**").

H. The Promoter has proposed to develop the said Land in a phased manner and the Promoter has already constructed Building nos. 1 and 2 known as Zeon and Treon respectively on a part of the said Land bearing CTS No. 1A/2 from the Total Proposed Buildings (hereinafter referred to as "**the Completed Buildings**") and the MCGM has issued the occupancy certificates in respect of the Completed Buildings. Copies of the said occupancy certificates issued by the MCGM in respect of Building nos. 1 and 2 (viz. Zeon and Treon respectively) on the said Land are annexed hereto and marked as ***Annexures 'F2' to 'F3'*** respectively.

I. The Promoter, being desirous of putting up further construction on the said Land in the phased manner, had made applications to the MCGM for approval of plans in respect of Building no. 6 from the Total Proposed Buildings on the portion of the land bearing CTS no. 1A/3 forming part of the said Land (hereinafter referred to as "**the Proposed Building**") as per the applicable provisions of the Development Plan and the applicable DCPR framed under the provisions of the Maharashtra Regional and Town Planning Act, 1966. It is clarified that the term "***DCPR***" wherever the same appears in this Agreement shall mean and include the applicable development plan and the development control and promotion regulations, as may be applicable from time to time including any statutory re-enactment or modifications thereof and specific references to any particular provisions of the presently applicable DCPR shall mean and include references to any corresponding provisions of any statutory modification and/or re-enactment thereof of the DCPR.

J. It is clarified that the Promoter shall from time to time be making applications to the concerned authorities for the purpose of construction of the additional buildings (form the Total Proposed Buildings) as aforesaid for the purpose of construction on the said Land.

K. It is further clarified by the Promoter that as per the notification dated 29th March, 2005, issued by the Urban Development Department of the Government of Maharashtra, under the provisions of the Maharashtra Regional and Town Planning Act, 1966, a portion of the land bearing CTS No. A1/2 comprising the said Land, being a 50 meters wide strip, is designated as a buffer zone (hereinafter referred to as "**the Buffer Zone**"). Presently, as per the above referred notification, no construction is permitted on the Buffer Zone and it is likely that in the future the restriction may be relaxed and permission may be granted to the Promoter for construction in the Buffer Zone. In the circumstances, it is clarified that in the event if the requisite permission is obtained by the Promoter for putting up construction in the Buffer Zone, then and in such an event the Promoter may at its sole and absolute discretion do so by construction of an additional structures/buildings or otherwise howsoever arising.

L. The Promoter had initially applied to and obtained from the State Environmental Impact Assessment Authority (hereinafter referred to as "**the SEIAA**"), the requisite environmental clearance by letter dated 21st March, 2013, with regard to the proposed development of Building nos. 1 to 5 of the Total Proposed Buildings on the said Land and the same has been issued by the SEIAA subject to certain terms and conditions as more particularly set out therein. A copy of the

said letter dated 21st March, 2013, is annexed hereto and marked as ***Annexure 'G'***. Subsequently the Promoter has further applied to and obtained from the SEIAA, the requisite environmental clearance by letter dated 10th November 2020 with regard to the further proposed development on the said Land (including in respect of the proposed Building no. 6 to be known as ''**Greenfinity A & B Wing**'' and the same may be further revised and revalidated from time to time for the development of the said Land as per the applicable provisions of the DCPR. A copy of the said letter dated 10th November 2020, issued by SEIAA is annexed hereto and marked as ***Annexure 'G1'***.

M. The Promoter has also applied to and obtained from the Airports Authority of India (Western Region), the requisite NOC dated 10thMay, 2018, for height clearance with regard to the proposed development on the said Land and the same has been issued by the Airports Authority of India (Western Region) subject to certain terms and conditions as more particularly set out therein. A copy of the said NOC dated 10thMay, 2018, is annexed hereto and marked as ***Annexure 'H'***.

N. On the basis of application made by the Promoter to the MCGM for approval of plans in respect of the Proposed Building, the MCGM has thereupon approved such plans and has issued an Intimation of Disapproval dated 19th March, 2019 regarding the Proposed Building to be constructed on the said Land. A copy of the Intimation of Disapproval is annexed hereto and marked as ***Annexure 'I'***.

O. Pursuant thereto, on the basis of an application made by the Promoter to the MCGM, the MCGM has issued a Commencement Certificate dated 05th April, 2019 and has thereby permitted the Promoter to commence construction of the Proposed Building on the said Land. A copy of the said Commencement Certificate dated 05th April, 2019 is annexed hereto and marked as ***Annexure 'J'***.

P. The Promoter thus, proposes and intends to construct on the said Land, a multistoried building comprising of Wings A, B, C and D wherein Wings A and B shall be comprising of ground plus stilt plus 22 upper floors and Wings C and D shall be comprising of ground plus stilt plus 22 upper floors being the Proposed Building, or such further additional floors or structures as may be approved to be constructed on the said Land as mentioned hereinafter. The Promoter has commenced construction of ground plus stilt plus 22 upper floors for C & D Wing out of the 4 (four) wings of the Proposed Building and the Promoter is presently desirous of putting up construction of 2 (two) wings i.e. Wings A and B and the construction of any remaining proposed buildings shall be carried out by the Promoter subsequently in a phased manner.

Q. The Promoter has also disclosed to the Purchaser/s that:

i. At present total FSI available for construction on the said Land as per the applicable provisions of DCPR is [3,77,096.00] square meters out of which, an FSI [83861.76] square meters is already permitted to be consumed (as per the existing approved plans which were approved along with the Intimation of Disapproval) in the course of construction of the Proposed Building; and the balance FSI of [2,93,234.24] square meters (which is approvable as of the date, but not included in the approved plans) will be permitted for consumption on the said Land upon the Promoter acquiring and loading further FSI on the said Land, in the form of TDR and by payment of premium to the MCGM and the Government of Maharashtra and further compensatory fungible FSI will also be permitted for consumption on the said Land on payment of applicable premium to the MCGM and concerned authorities.

ii. The aggregate size of the Proposed Building is presently envisaged by the Promoter as Wings A and B comprising of ground plus stilt plus 22 upper floors. However, as per the presently approved plans, the Promoter is entitled to construct ground plus stilt & 1 upper floor in wings A and B and hereafter further approvals for construction of the further floors above the aforesaid floors which are already sanctioned and approved, will be obtained by the Promoter in phased manner.

R. It is clarified that the development potential available on the said Land and as may become available here after; the Promoter shall be applying for and obtaining permits/approvals for construction/extension of the Proposed Building on the said Land.

S. It is clarified that the stage wise or phase wise development and construction approvals as have been obtained and as shall be hereafter obtained by the Promoter, shall not be deemed to be a restriction or a fetter or a disentitlement on the ability and authority of the Promoter to apply for and obtain further approvals for construction on the said Land. Accordingly, pursuant to commencing construction of the Proposed Building and pursuant to the execution hereof, the Promoter shall be making additional applications to the MCGM and other concerned authorities from time to time for approvals for extension of the Proposed Building by adding floors therein or by construction on the said Land of the additional buildings form the Total Proposed Buildings or of additional structure/s as may be permissible so as to be able to effectively

consume and utilise the entire development potential as may be available in respect of the said Land.

T. The Promoter has in accordance with the aforesaid approvals, commenced construction of wings A and B of the Proposed Building (viz. Building no. 6) on part of the said Land to be known as "**AJMERA GREENFINITY A WING B WING**". The development of and construction work on the said Land as undertaken by the Promoter in the manner aforesaid (pertaining to the Wings A and B of the Proposed Building) is hereinafter referred to as "**the Project**". The term "***the Project***" wherever the same appears hereinafter shall include without limitation the entire project of construction of the Proposed Building on the portion of the land bearing CTS no. 1A/3 forming part of the said Land; and other structures and the entire development of the said Land, as envisaged by the Promoter. The Promoter reserves the right to change the name of the Proposed Building at any time prior to the completion of construction thereof and the Purchaser/s confirm/s that the Purchaser/s do/does not have any objection thereto.

U. The Promoter has registered Wings C and D of the Proposed Building under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") as a stand alone real estate project having Registration No. P51800027999.

V. The Promoter has registered the said Project of development and construction (limited to Wings A and B of the Proposed Building) on the said Land under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**RERA**"), with the Maharashtra Real Estate Regulatory Authority, under registration no. _____. A copy of the Project Registration Certificate issued by the Maharashtra Real Estate Regulatory Authority in respect of the said Project is annexed hereto and marked as ***Annexure 'K'***. The Promoter has informed the Purchaser/s that the Promoter shall be registering the remainder of the construction of the Proposed Building as well as the other buildings to be constructed by the Promoter in the layout of the said Land as separate and distinct real estate projects under the provisions of RERA.

W. The right and title of the Promoter to the said Land has been certified by Mr. Neil Mandevia , the Advocate/Solicitors of the Promoter, vide Report on Title dated 23/05/ 2023, a copy of the said Report on Title along with addendum is annexed hereto and marked as ***Annexure 'L'*.**

X. It is further clarified that although the Promoter has envisaged a broader scheme of development and construction on the said Land, as aforesaid, considering the

fact that the MCGM has presently granted the approvals, as referred to hereinabove, and that under such approvals, only a part of the presently available development potential of the said Land is being utilised presently in the course of development and construction of the Proposed Building (from the Total Proposed Buildings); the Promoter shall from time to time accordingly be making applications to the MCGM for amendments to the approved plans and for issuance of further approval of plans and further Commencement Certificates or revalidation of the Commencement Certificate in terms of the amended plans such that the entire available development potential of the said Land(as is available presently and as hereafter may become available) is completely consumed in the course of development and construction of the Proposed Building and/or of the additional buildings form the Total Proposed Buildings and/or additional structure/s on the said Land and accordingly, the plans for construction of the Proposed Building on the portion of the land bearing CTS no. 1A/3 forming part of the said Land are subject to further modifications. Presently, the Promoter has commenced construction on the said Land on the basis of the approvals obtained as of now and subsequent modifications will be done on the basis of the further development potential that is presently available but not utilized (under the existing provisions of the DCPR) and that may from time to time hereafter become available due to various factors and as per any statutory modifications, amendments or re-enactment of the DCPR.

Y. It is clarified that the Promoter has designed the foundation, piling and other aspects pertaining to the load bearing capacity of the Proposed Building as also made provisions for utilities, common areas and common facilities like water tanks, lifts, etc. in such manner that the same would support, withstand and bear the load of the extensions to the Proposed Building with a height of stilt plus 22 upper floors as is presently envisaged by the Promoter.

Z. It is further clarified that as per the approvals obtained the Promoter, only a part of the presently available development potential of the said Land is being utilized by the Promoter in the course of construction of the Proposed Building (viz. Building no. 6) and the Promoter shall from time to time be making applications to the MCGM for amendments to the approved plans and for issuance of further Intimations of Disapproval and further Commencement Certificates such that the entire available development potential of the said Land is completely consumed in the course of construction of the Total Proposed Buildings on the said Land and accordingly, the plans for construction of the Total Proposed Buildings (including *inter alia* the Proposed Building (viz. Building no. 6)) on the said Land are subject to further modifications. It is further clarified that in the course of

construction of the Total Proposed Buildings (including inter alia the Proposed Building), the Promoter shall be consuming on the said Land maximum permissible FSI (by whatever named called and in whatever manner available) and development potential as per the provisions of the DCPR(as the same may be modified from time to time or any statutory re-enactment thereof) including but not limited to the following:

i. Entire development potential available for consumption on the said Land by way of the FSI emanating from the said Land in the form of base land FSI, which can be consumed free of costs thereon;

ii. Entire development potential available for consumption on the said Land by way acquiring of FSI by way of payment of premium to the Government of Maharashtra or any other statutory authorities including but not limited to the MCGM including inter alia the premium FSI under the presently applicable Regulations the DCPR;

iii. Entire development potential available for consumption on the said Land by way of loading TDR on the said Land (if and when the same is permitted) including inter alia in accordance with presently applicable Regulations of the DCPR;

iv. Entire development potential by way of FSI or TDR as may become available to the Promoter for utilization on the said Land by virtue of the Promoter handing over any reserved areas (including inter alia the said Reservations) forming part of the said Land to the MCGM or the Government of Maharashtra or to any other concerned authorities;

v. Entire development potential available for consumption on the said Land by acquiring of compensatory fungible FSI or FSI for construction of the compensatory fungible area (by whatever name called) including inter alia as available under the presently applicable Regulations of the DCPR.

AA. Accordingly, the Promoter has commenced construction and development of the Proposed Building on the portion of the land bearing CTS no. 1A/6 forming part of the said Land comprising of various units which would be capable of being used *inter alia* as residential flats.

BB. The Promoter has entered into an Agreement as prescribed by the Council of Architects appointing the license surveyor, H.S. Thakker and Associates, registered with the Council of Architecture and has also appointed Satish Dhupelia, as structural engineer/designers for preparing structural design and drawings and specifications of the Proposed Building. The Purchaser/s

accepts/s the professional supervision of the said Architects and the said Structural Engineer till the completion of the Proposed Building, unless otherwise changed by the Promoter.

CC. The Purchaser/s has/have approached the Promoter for acquiring a residential flat in the Proposed Building, as more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as "**the said Unit**"). The said Unit is shown as marked in hatched lines on the floor plan annexed hereto as ***Annexure 'M'***.

DD. The Promoter is in the process of entering into several agreements similar to this Agreement with several Parties who may agree to take and acquire premises in each of the Total Proposed Buildings on ownership basis, subject to such modifications as may be deemed necessary, considerable, desirable or proper by the Promoter, with a view that ultimately the purchasers/occupants of the various premises in each of the Total Proposed Buildings including *inter alia* the Proposed Building (viz. said Building No.6) shall form a Co-operative Housing Society or a Condominium of Apartment Owners or a Limited Company, to whom the management and maintenance of the respective Proposed Building would be handed over (hereinafter referred to as "**the Proposed Legal Entities**"). As regards the Proposed Legal Entities to be formed in respect of the Proposed Building, it is presently proposed by the Promoter that two separate bodies/organizations of flat holders i.e. Proposed Legal Entities shall be formed It is clarified that the Proposed Legal Entities in respect of each of the Total Proposed Buildings shall be formed only for the purpose of effective management and maintenance of the respective Proposed Buildings and the amenities and common areas therein. Pursuant to completion of the entire development of the said Land all the Proposed Legal Entities shall form an apex body of Proposed Legal entities, (which may be a co-operative housing society formed under the provisions of the Maharashtra Co-operative Societies Act, 1960 or a Limited Company formed under the provisions of the Companies Act, 2013) (hereinafter referred to as "**the Proposed Apex Body**") and ultimately, the balance area of said Land after deduction of the areas of the said Reservations, together with the each of such Proposed Buildings standing thereon will be conveyed to the Proposed Apex Body, after completion of the entire project of development (by using and consuming the entire development potential of the said Land as contemplated and envisaged by the Promoter and as set out herein) in accordance with Clause [13] hereof. It is clarified that even after such conveyance in favour of the Proposed Apex Body, the responsibility of management and maintenance of each of the Total Proposed Buildings and amenities therein shall

continue to be enjoined upon the respective Proposed Legal Entities. In the alternative, if the Promoter so desires, the Promoter may not form the Proposed Apex Body but convey each of the respective Proposed Buildings including *inter alia* the Proposed Building herein (viz. said Building No.6) together with undivided interest in the land comprised in the said Land (on a pro-rata proportionate basis viz. in proportion to the FSI consumed in the construction of each of the respective Proposed Buildings vis-à-vis the total available and consumed FSI for construction on the said Land) to and in favour of the respective Proposed Legal Entities. Each of the respective Proposed Legal Entities shall be liable to contribute amounts for such management and maintenance of the common layout amenities on a pro-rata proportionate basis viz. in proportion to the FSI consumed in the construction of each of the respective Proposed Buildings vis-à-vis the total available and consumed FSI for construction on the said Land. The Purchaser/s has/have taken inspection of all the documents of title relating to the said Larger Property, the Retained Property and the said Land and all documents, applications, permissions, approvals and sanctions referred to in this Agreement and all documents incidental thereto and the Purchaser/s has/have satisfied himself/ herself /themselves about the entitlement of the Promoter to develop the said Land by construction *inter alia* of the Proposed Building (viz. said Building No.6) and the other building of The Total Proposed Buildings thereon and to enter into these presents. The Purchaser/s hereby further agree/s and confirms that he/she/they will not raise any dispute in respect thereof at any point of time either now or in the future also.

EE. The Purchaser/s has/have demanded and has also taken inspection of the Project Registration Certificate issued by issued by Maharashtra Real Estate Regulatory Authority, layout sanctions, N. A. order, the Intimation of Disapproval and Commencement Certificate issued by the MCGM, and the old approvals issued by the MCGM, applications made by the Promoter for the purpose of deletion of the earmarking of the parts of the said Land as protected forest or mangroves and for consequent deletion of the name of the Government of Maharashtra from the relevant Property Register Cards and other incidental documents referred to above, the plans as are proposed to be submitted by the Promoter to the concerned authorities for approval and other relevant documents and papers including *inter alia* the Municipal Assessment Bills, City Survey Records, 7/12 extracts, Property Register Cards and all other documents required to be furnished to the Purchaser/s by the Promoter under RERA and the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website)

Rules, 2017 (hereinafter referred to as "**the RERA Rules**") as well as under the provisions (to the extent applicable) of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "**MOFA**") and the Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management and Transfer) Rules, 1964 (hereinafter referred to as "**the MOFA Rules"**);and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after being aware of all the facts and after inspecting the aforesaid and other relevant documents and papers in respect of the said Land and the said Project.

FF. The Purchaser/s has/have also reviewed all documents uploaded by the Promoter pertaining to the Project on the website of the Maharashtra Real Estate Regulatory Authority and has/have read and understood the contents thereof.

GG. The Purchaser/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Promoter; and is/are aware that some of such conditions and/or obligations shall require compliance in continuity by the Purchaser/s and/or the respective Proposed Legal Entities even after the development and construction of the Proposed Building is completed and after the management of the Proposed Building is handed over to the respective Proposed Legal Entities as aforesaid; and the Purchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations.

HH. In the circumstances aforesaid, pursuant to negotiations between the Parties, the Purchaser/s has/have agreed to purchase and acquire from the Promoter and the Promoter has agreed to sell to the Purchaser/s, the said Unit on the terms and conditions herein contained.

II. The Parties are desirous of reducing to writing the terms and conditions agreed upon between themselves as hereinafter appearing.

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

1. RECITALS TO FORM AN INTEGRAL PART:

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

2. PROMOTER TO CONSTRUCT THE PROPOSED BUILDING:

The Promoter shall construct and develop the Proposed Building (viz. Building No. 6)and the additional structure/s/wings as recited above, presently proposed to be comprising of 2(two) wings and the number of floors as specified in the Recitals above; and further comprising of such additional wings or floors as may be sanctioned hereafter by the concerned authorities (by virtue of increase in the FSI or any additional FSI becoming available for consumption on the said Land as recited above or otherwise howsoever) on a portion of the said Land in accordance with the plans, designs, specifications approved by the MCGM and any other concerned local authorities and which may further be approved hereafter by the concerned local authorities (for the additional floors or additional structures or additional wings or additional buildings as stated above) and which sanctioned plans as well as the presently envisaged plans have been seen and approved by the Purchaser/s, with such further variations therein as the Promoter may consider necessary or expedient or as may be required by the concerned local authority/the Government to be made in them or any of them.

3. TRANSACTION:

In consideration of the aggregate sum of ***Rs. /- (Rupees :***

_____

Only) agreed to be paid by the Purchaser/s, to the Developer/s as mentioned in ***Annexure 'N'*** hereto (hereinafter referred to as "**the Purchase Price**")agreed to be paid by the Purchaser/s to the Promoter(exclusive of all fees, charges, taxes, cesses, levies, etc. and other amounts as specifically mentioned herein) in the manner and installment/s as contained in *Annexure 'N'* hereto and in consideration of the Purchaser/s agreeing to pay to the Promoter the other amounts as hereinafter mentioned and in further consideration of the Purchaser/s agreeing to abide by the terms, conditions, covenants herein set out and on the part of the Purchaser/s to be observed, performed or complied with, the Promoter hereby agrees to sell to the Purchaser/s and the Purchaser/s hereby agree/s to purchase from the Promoter, the said Unit as more particularly described in the **Second Schedule** hereunder in the Proposed Building being constructed on the portion of the land bearing CTS no. 1A/3 forming part of the said Land together with all rights of and incidental thereto and together with the right to use and enjoy the limited common areas and facilities and the common areas and facilities in

common as specified in **Part A** and **Part B** respectively of the **Third Schedule** hereunder written (all of which aforesaid rights and entitlements of the Promoter agreed to be sold hereunder are hereinafter collectively referred to as "**the said Premises"**).

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

3.2 The said amount of the Purchase Price referred to hereinabove excludes all taxes (comprising inter alia of tax paid or payable by the Promoter by way of Goods and Services Taxes and Cess and any other similar taxes, which may be levied or payable by the Promoter, in connection with the construction and development of the Proposed Building and carrying out the Project) up to the date of handing over possession of the said Unit, as elaborated herein below.

3.3 The said amount of Purchase Price is non-escalatory, save and except in the event of any increase in the development charges or any other charges or taxes payable by the Promoter to MCGM or any other governing authorities. In the event of such escalations in the Purchase Price as a result of the aforesaid events, then the Promoter shall enclose a copy of the relevant notifications, circulars, etc. together with the demand letter issued by the Promoter to the Purchaser/s for the escalated Purchase Price.

3.4 The Promoter may allow, in its discretion a rebate for early payments of the installments of the Purchase Price payable by the Purchaser/s by discounting such early payments at the Agreed Interest Rate per annum for the period by which the respective installment has been preponed. Such rebate shall be provided to the Purchaser/s only if mutually agreed upon between the Parties in writing. The provision for allowing rebate and

the rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Promoter. The term "***Agreed Interest Rate***" wherever the same appears in this Agreement shall be deemed to be a reference to the Interest Rate as mentioned in Rule 18 of the RERA Rules.

3.5 It is clarified that the amount/quantum of the Purchase Price as mentioned in *Annexure 'N'* is arrived at and agreed upon between the Parties after considering the installments (and milestones) for payment of the Purchase Price as set out in *Annexure 'N'* hereto; and accordingly, the installments (and milestones) for payment of the Purchase Price, as set in *Annexure 'N'* hereto have been mutually agreed upon at after considering and negotiating the quantum of the Purchase Price, as arrived at and recorded herein. The Purchaser/s shall not by virtue of making timely payment of the installments of the Purchase Price (as per *Annexure 'N'* hereto) seek to claim or be entitled to claim any rebate or discount on the Purchase Price pursuant to Clause [3.3] hereof.

3.6 The Purchaser/s hereby agree/s to pay to the Developer, a lump sum amount of ***Rs. /- (Rupees : Only),*** by way of re-imbursement of the expenses that have been incurred by the Developer and/or that have become payable and/or that shall become payable by the Developer as follows: to MCGM and to various authorities, whether by way of security deposit, development charges, betterment charges, in connection with the Revised Building Approvals, permissions, sanctions, completion certificates, NOC, remarks, in respect of and pertaining to the said Flat and/or the said Building and/or becomes payable to the State Government, and/or becomes payable to any authority and/or becomes payable to MCGM, Reliance Infrastructure Limited, Tata Power Limited or other electricity suppliers, and/or any other concerned authorities for the purpose of getting water connection, drainage connection, electric connection, cost of substation, cost of main electric cables, and/or any other tax or payment of a similar nature as also costs incurred by the Developer in respect of servants toilet, office of the Proposed Entities in respect of the said Building , bore wells, additional tank for storage of water, other facilities that would be provided, legal charges for making of this agreement etc., are also included in the above expenses. The charges referred to above are generally hereinafter referred to as **"Charges for Development and Betterment Facilities".** The said Charges for Development and Betterment Facilities are non-refundable.

The said Charges for Development and Betterment Facilities are over and above and in addition to the purchase price referred to hereinabove. The Developer has explained to the Purchaser/s the amount spent/to be spent on the said Development and Betterment facilities and the Purchaser/s has/have accepted and satisfied himself/ herself/themselves about the same and that the said charges for Development and Betterment facilities are expended/to be expended. The Purchaser/s further confirm/s that he/she/they shall not raise any further queries on the Developer in respect of the said charges for Development and Betterment facilities and neither shall the Purchaser/s call upon the Developer to submit any account of the said Charges for Development and Betterment Facilities. The said Charges for Development and Betterment Facilities shall be payable by the Purchaser/s to the Developer within a period of 7 (Seven) days from the date of offer of possession of the said Flat by the Developer or at the time of the Purchaser/s taking possession of the said Flat, whichever is earlier.

4. DEFAULT OR FAILURE IN PAYMENT OF PURCHASE PRICE:

Notwithstanding anything contained in this Agreement, it is specifically agreed that:

4.1 The time for making payments of the installments as mentioned in *Annexure 'N'* and of the other amounts as mentioned in this Agreement is strictly of the essence of this contract and any delay by the Purchaser/s in making the said payment/s.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned

by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to forfeiture of 10% (Ten Percent) of the total Purchase Price (excluding any taxes or stamp duty, interest at the Agreed Interest Rate on delayed and unpaid installments or other amounts) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.; and thereupon the Promoter shall also be free and entitled in its own right to deal with the said Unit and the Promoter's rights therein, in any manner as the Promoter in its sole discretion deems fit and proper, without any reference and/or payment whatsoever to the Purchaser/s; and without the requirement of obtaining any orders of declaration of termination from any Courts; and without the requirement of execution of any document or deed of cancellation.

4.3 A termination letter issued by the Promoter to the Purchaser/s regarding such termination shall effectively terminate this Agreement; and thereupon the Purchaser/s shall have no right, title, interest, share, claim or demand in to or upon the said Premises and/or any part thereof and/or otherwise against the Promoter in any manner whatsoever and howsoever arising. The Purchaser/s hereby undertake/s with the Promoter that in such an event of termination, the Purchaser/s shall forthwith handover the original registered set of this Agreement to the Promoter. The refund pursuant to the termination as provided in Clause [4.1] shall be made by the Promoter to the Purchaser/s (without any interest thereon) within 3 (three) months of the sale by the Promoter of the said Unit to a third party or completion of the construction of the entire Proposed Building (viz. Building no. 6), whichever is earlier. The amount of refund in such an event shall further be subject to deduction of any taxes paid and other amounts expended by the Promoter pursuant to this Agreement (including inter alia any Stamp duty and brokerage charges paid by the Promoter in pursuance of the transaction recorded in this Agreement); and other amounts payable by the Purchaser/s hereunder as may be payable up to the date of termination, as well as the costs incurred by the Promoter in finding a new willing acquirer/transferee who may acquire the said Unit (including but not limited to brokerage charges as may be incurred by the Promoter in that behalf). It is clarified that in the event if the Purchaser/s has/have obtained a housing finance or loan from

any bank or financial institution by offering the rights of the Purchaser/s under this Agreement or the said Premises, then and in such an event, the refund pursuant to this Clause, shall be made by the Promoter directly to the lender from whom the Purchaser/s may have obtained such housing finance or loan and balance amount, if any refundable, shall be paid by the Promoter to the Purchaser/s.

4.4 The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Promoter/its transferee/s/allottee/s/nominee/s and/or otherwise in to upon the said Premises in such an event ***PROVIDED HOWEVERTHAT*** the Promoter shall not exercise the aforesaid right of termination unless and until a notice of 15 (Fifteen) days demanding payment of the due installment is given to the Purchaser/s and even thereafter, the Purchaser/s fail to make payment of the relevant installment ***PROVIDED FURTHER THAT*** strictly without prejudice to the aforesaid, the Promoter in its sole and absolute discretion may, instead of treating this Agreement void as aforesaid, permit the Purchaser/s to pay the said installments after their respective due dates but after charging interest thereon at the Agreed Interest Rate on such outstanding amounts (from the date such amount/s has/have become due to be paid by the Purchaser/s till the date of actual payment thereof).

4.5 In the event of any delayed payment being received by the Promoter from the Purchaser/s, the Promoter shall notwithstanding any instructions to the contrary by the Purchaser/s accompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Purchaser/s in respect of the delayed payment and thereafter towards the principal amount of the delayed payment.

5. PROMOTER TO COMPLY WITH APPROVALS AND STATUTORY CONDITIONS:

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions and restrictions, if any, which may have been imposed by the MCGM and other concerned local authorities at the time of sanctioning the plans or thereafter in relation to the said Land.

6. DECLARATION AS TO DEVELOPMENT POTENTIAL:

The Promoter hereby declares that the FSI at present available for consumption/utilization in respect of the said Land as per the presently applicable provisions of the DCPR is 3,77,096 square meters and that no part of the FSI has been utilized by the Promoter elsewhere for any purpose whatsoever. In case the said FSI has been used by the Promoter elsewhere, then the Promoter shall furnish to the unit purchaser, all the detailed particulars in respect of such utilization of the said floor space index by the Promoter. The Promoter has already disclosed to the Purchaser/s that additional FSI shall be utilised by the Promoter in the course of construction of the Total Proposed Buildings (including the Proposed Building) on the said Land in the manner as recited above. Accordingly, nothing contained in this Clause or otherwise in this Agreement shall be deemed to be a restriction on the ability of the Promoter to consume any additional FSI as may hereafter become available for consumption on the said Land till the date of execution of the Proposed Conveyance *(as defined hereinafter)* in favour of the Proposed Legal Entities or the Proposed Apex Body as elaborated in Clause [13] hereof.

7. PLANNING AND DESIGN SUBJECT TO AMENDMENTS AND CHANGES:

7.1 The planning and design of the said Unit, is subject to amendments and changes as may be stipulated by the MCGM, Government, local authority and as per the requirements of the Promoter.

7.2 The Purchaser/s hereby further agree/s and covenant/s with the Promoter to render full co-operation to the Promoter and to sign and execute all papers and documents, in favour of the Promoter or otherwise as may be necessary for the purpose of enabling the Promoter to construct the Proposed Building(including the additional floors therein as aforesaid) or to construct additional buildings form the Total Proposed Buildings or to put up additional construction on the said Land, as stated in this Agreement and in particular the Recitals hereof, in accordance with the approvals or such other plans, with such additions and alterations, as the Promoter may in its sole and absolute discretion deem fit and proper and/or for the purpose of applying for and/or obtaining the approval or sanction of the MCGM or any other appropriate authorities in that behalf as well as for the approval or sanction relating thereto. The Purchaser/s hereby further agree/s with the Promoter to carry out such amendments, alterations, modifications or variations in constructing the said Unit and the Proposed Building on the portion of the land bearing CTS no. 1A/3

forming part of the said Land and/or to the layout plan and/or to the building plans (whether or not envisaged and/or proposed to be constructed at present), however, the aggregate area/size of the said Unit agreed to be acquired by the Purchaser/s is not in any manner reduced, beyond the Agreed Variation Limit, as set out hereunder ***PROVIDED THAT*** the Purchaser/s shall not object to any variations in the dimensions or location of the said Unit as may be necessitated by such amendments, alterations, modifications or variations in constructing the said Unit PROVIDED FURTHER THAT the Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

8. It is clarified that the Purchaser/s is/are not concerned with the other buildings forming part of the Total Proposed Buildings (other than the said Building No.6) and the Promoter shall have complete autonomy in the course of construction, planning, design and location of the such other buildings forming part of the Total Proposed Buildings and this Clause shall at all times operate as the Purchaser/s irrevocable no objection.

9. DESCRIPTION OF INTERNAL FIXTURES:

8.1 It is expressly agreed that the said Unit shall contain specifications, fixtures, fittings, and amenities as set out in ***Annexure 'O'*** hereto (hereinafter referred to as the "**said Internal Fixtures**") and the Purchaser/s confirm/s that the Promoter shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Unit. It is specifically agreed between the Parties hereto that the Promoter shall have the right to change /substitute the said Internal Fixtures in the event that there is any uncertainty about the availability thereof, either in

terms of quantity and/or quality and/or for any other reason beyond the control of the Promoter.

8.2 If any change in the Internal Fixtures, as aforesaid, becomes necessary, the Promoter shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Promoter to offer possession of the said Unit on the specified date. The Promoter shall however make endeavors to ensure that such substitutes and/or alternatives are similar to the fixtures/amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible. The Purchaser/s agree/s not to claim any rebate and/or discount and/or concession in the Purchase Price on account of such change/substitution.

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

10. COMMON AREAS AND FACILITIES:

It is expressly agreed that the Purchaser/s along with the other purchasers/occupants of premises in Wings A and B of the Proposed Building shall be proportionately entitled to use, occupy and enjoy the common areas and facilities in the Proposed Building and the nature, extent and description of such common areas and facilities which the Purchaser/s will proportionately enjoy in the common areas and facilities is set out in **Part A (Limited Common Areas)** and **Part B (Common Areas)** of the **Third Schedule** hereunder written. The Purchaser/s shall not claim use or entitlement to use any other areas in the Proposed Building on the ground that

the same are approved as common areas in the approved plans; and the only common areas that the Purchaser/s is/are expecting to use/enjoy and shall be entitled to use/enjoy are as set out in the Third Schedule, subject to what is set out therein.

11. PURCHASER/S' SATISFACTION ON TITLE:

10.1 The Purchaser/s is/are aware that the Promoter has acquired title to the said Land in the manner as recited hereinabove; and the Purchaser/s hereby acknowledge/s that the Promoter has made a full and true disclosure of the nature of its rights to the said Land. The Purchaser/s has/have independently inspected and verified the title deeds and all papers and documents hereinabove recited and has/have fully satisfied himself/herself/ themselves about the title of the Promoter to the said Land and the entitlement of the Promoter to develop the said Land by construction of the Total Proposed Buildings (including inter alia the Proposed Building) and enter into these presents and the Purchaser/s shall not be entitled to further investigate the title of the Promoter to the said Land or the entitlement of the Promoter to undertake the development and construction of the same and/or be entitled to make any requisition or raise any objection with regard to any other matters relating thereto. The Purchaser/s has/have also taken inspection of the orders and approved plans, Intimation of Disapproval, Commencement Certificate and other approvals as are already issued by the MCGM and other relevant documents and papers required to be furnished by a promoter/developer to a purchaser including the municipal assessment bills, city survey records and other documents mentioned in RERA, RERA Rules and to the extent as applicable under the provisions of MOFA and MOFA Rules; and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after inspecting and understanding the aforesaid documents and papers. The Purchaser/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Promoter and is/are aware and acknowledge that some of such conditions and/or obligations shall require compliance in continuity even after the development and construction of the Proposed Building is completed and after the management of the Proposed Building is handed over to respective the Proposed Legal Entities, as provided hereinafter, and the Purchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations.

10.2 The Promoter has informed the Purchaser/s herein and the Purchaser/s is/are specifically made aware that for the purpose of construction of the Total Proposed Buildings (including inter alia the Proposed Building), the Promoter has availed of a loan/financial assistance from HDFC in the manner as set out in Recital [**Error! Reference source not found.**].

12. PURCHASER/S TO CO-OPERATE IN FORMATION OF THE PROPOSED LEGAL ENTITIES:

11.1 The Purchaser/s at his/her own costs (to be borne proportionately) along with the other premises holders in the Proposed Building, shall co-operate with the Promoter in formation of the respective Proposed Legal Entities in respect of each of the Total Proposed Buildings including inter alia the two Proposed Legal Entities in respect of the Proposed Building (viz. Building No. 6)and shall join in as member/s of the Proposed Legal Entity formed in respect of Wings A and B of the Proposed Building. For the said purposes of being admitted as member/s of the Proposed Legal Entity, the Purchaser/s shall from time to time, sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of such Proposed Legal Entity and for becoming member/s thereof (including the bye-laws of such Proposed Legal Entity) and shall duly fill in sign and return the same to the Promoter within 7 (seven) days of the such documents being forwarded by the Promoter to the Purchaser/s so as to enable Promoter to Register the Proposed Legal Entity viz. organization of the purchaser/s/flat holders of A and B Wings of the Proposed Building under Section 4 of RERA and under Section 10 of MOFA within the time limit prescribed by Rule 9 (2) of RERA Rules and to extent as applicable under Rule 8 of MOFA Rules.

13. FORMATION OF THE PROPOSED LEGAL ENTITIES AND TRANSFER OF TITLE:

12.1 The Promoter shall submit the application for formation and the registration of such Proposed Legal Entity in that behalf to the Registrar for registration of the Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other legal entity, within three months from the date on which fifty one per cent of the total number of Purchasers in such a building or a wing, have booked their apartment.

12.2 The Promoter shall submit an application to the Registrar for registration of the co-operative society or the company to form and register an Apex Body in form of Federation or Holding entity consisting of all such entities in the Layout formed as per clause (i) of sub-rule (1) of rule 9 (1)(i) of the RERA Rules. Such application shall be made within a period of three months from the date of the receipt of the occupancy certificate of the last of the building which was to be constructed in the Layout.

12.3 Since the Proposed Building is part of a Layout, the Promoter shall (subject to its right to dispose of the balance Units, if any) execute the conveyance of the structure of the Proposed building or wing of that building (excluding basements and podiums) as per the discretion of the Promoter, within one month from the date on which the Co-operative society or the company is registered or, as the case may be, the association of the Purchasers is duly constituted or within three months from the date of issue of occupancy certificate , whichever is earlier.

12.4 The Promoter shall execute the conveyance of the entire undivided or inseparable land underneath all buildings jointly or otherwise within three months from the date on which the Apex Body or Federation or Holding Company is registered or, as the case may be, the association of the allottees is duly constituted or within three months from the date of issue of occupancy certificate to the last of the building or wing in the layout, whichever is earlier . Pursuant to completion of the entire development of the entire said Land viz. once construction of all the buildings forming part of the Total Proposed Buildings (including inter alia the Proposed Building) and any additional floors/wings/structures as recited above is completed and all the Proposed Legal Entities in respect of all the Proposed Buildings/Wings there are formed and registered; and after the Promoter has consumed and utilised the full available construction potential of the said Land (including the additional potential that is likely to accrue to the said Land by virtue of deletion of the earmarking of the parts of the said Land as protected forest or mangroves and for consequent deletion of the name of the Government of Maharashtra from the relevant Property Register Cards and by virtue of the Metro line/Mono Rail and station or by way of development/construction of additional buildings/structures becoming permissible in the Buffer Zone and otherwise as recited above), all the Proposed Legal Entities shall form the Proposed Apex Body and ultimately, the balance area of said Land after deduction of the areas of the

said Reservations, together with each of such separate buildings standing thereon will be conveyed to the Proposed Apex Body. It is clarified that even after such conveyance in favour of the Proposed Apex Body, the responsibility of management and maintenance of each of the respective buildings/wings forming part of the Total Proposed Buildings including the Proposed Building (viz. the Building No.6) and amenities therein shall continue to be enjoined upon by the respective Proposed Legal Entities. As regards the Proposed Legal Entities to be formed in respect of the Proposed Building, it is presently proposed by the Promoter that two separate bodies/organizations of flat holders i.e. Proposed Legal Entities shall be formed (one for Wings A and B). In the alternative, if the Promoter so desires, the Promoter may not form the Proposed Apex Body but convey in favour of each of the respective Total Proposed Buildings or wings therein (as the case may be) together with undivided interest in the land comprised in the said Land (on a pro-rata proportionate basis viz. in proportion to the FSI consumed in the construction of each of the respective Total Proposed Buildings vis-à-vis the total available and consumed FSI for construction on the said Land) (hereinafter referred to as "**the Proposed Conveyance**").

12.5 It is hereby clarified that for the purpose of Section 17 of RERA and Rule 9 (2) of the RERA Rules and for the purposes of Section 11 of MOFA and the applicable provisions of MOFA Rules, the period of execution of the Proposed Conveyance is agreed upon to as mentioned in the preceding Clause [12.1].

12.6 Any stamp duty, registration expenses and other incidental expenses to be incurred with regard to the Proposed Conveyance, shall also be borne and paid by the respective Proposed Legal Entities.

14. INCIDENTAL RIGHTS OF THE PROMOTER:

The Promoter has further informed the Purchaser/s that the Promoter retains the right to sell, transfer, assign in favour of any person/s and/or deal with ***(a)*** future rights in respect of the said Land;***(b)*** the balance development potential/rights in respect of the said Land (i.e. after having utilized the FSI available for the construction of the Proposed Building (viz. Building no. 6) and the other buildings forming part of the Total Proposed Buildings and as per the plans already submitted and/or to be submitted by the Promoter from time to time and as per the proposed total scheme of development and construction); ***(c)*** various rights that may accrue to and over the said Land in the future

including additional development potential as recited above; and ***(d)*** the rights for advertising, signage and hoarding for advertising in the compound, common areas and facade of the said Land (the rights referred to in above are hereinafter collectively referred to as "**the Incidental Rights**"). The Incidental Rights include the right of use of the said Land as a receiving plot and/or to consume or fully exploit by utilizing TDR and/or Development Rights Certificates and/or any type of FSI which the Promoter and/or its nominee/s may be entitled to, from time to time, at the Promoter's sole and absolute discretion. The Promoter is also entitled from time to time to deal with and/or dispose of all or any of the Incidental Rights, by way of sale, assignment, lease, transfer, mortgage and/or in any other manner whatsoever as it may in its absolute discretion think fit and proper from time to time and at its entire discretion and convenience transfer such rights to any person/s. The Purchaser/s expressly agree/s that the Purchaser/s shall not claim any rebate or reduction in the Purchase Price in respect of the said Unit and/or any other benefit/right from the Promoter and/or such persons, now and/or in future as a result of any development and construction that may be undertaken either by the Promoter and/or its nominee/s and/or person/s. The Purchaser/s further agree/s and acknowledge/s that the Promoter shall be solely and exclusively be entitled to use and exploit all common area and the compound of the Proposed Building, the façade of the Proposed Building and the terrace on the top of the Proposed Building for advertising purposes and shall be entitled to create such third party rights in respect of such advertising rights and shall be entitled to the entire Purchase Price in that behalf and the Purchaser/s shall not object thereto either in his/her/their personal capacity/ies or in his/her/their capacity/ies as the member/s of the Proposed Legal Entity (to be formed in respect of Wings A and B of the Proposed Building). It is clarified that the Proposed Conveyance to be executed in accordance with the provisions of Clause 13 hereof shall be subject to the Incidental Rights of the Promoter as specified in this Clause 14.

15. RIGHTS OF THE PROMOTER PURSUANT TO FORMATION OF THE PROPOSED LEGAL ENTITIES:

In the event of any of the Proposed Legal Entities to be formed in respect of the Proposed Building (viz. Building no. 6) being formed, and registered before the sale and disposal by the Promoter of all the premises/units in the Proposed Building, the same shall not in any manner affect the rights of the Promoter to the Incidental Rights and/or the rights of the Promoter to sell/dispose off/transfer/mortgage the unsold premises/units and the rights of the

Promoter in relation to the said Land as well as any premises in the Proposed Building (whether sold or agreed to be sold or not) wherein or in respect whereof, the Promoter may be claiming any rights and/or entitlements including *inter alia* an entitlement to receive any amounts from the Purchaser/s thereof (which constitutes a first charge and lien of the Promoter on such premises)and the powers and the authority of the respective Proposed Legal Entities shall be subject to the overall authority and control of the Promoter, in respect of all the matters concerning the Proposed Building and the other buildings forming of part of the Total Proposed Buildings and in particular, the Promoter shall have sole, exclusive and absolute authority and control as regards the unsold premises and the disposal thereof in respect of any premises in the Proposed Building and the other buildings forming of part of the Total Proposed Buildings, wherein or in respect whereof, the Promoter may be claiming any rights and/or entitlements including *inter alia* an entitlement to receive any amounts from the Purchaser/s thereof (which constitutes a first charge and lien of the Promoter on such premises), ***PROVIDED ALWAYS THAT*** the Purchaser/s hereby agree/s and confirm/s that in the event of any of the Proposed Legal Entity (to be formed in respect of Wings A and B of the Proposed Building) being formed earlier than the Promoter dealing with or disposing of all the premises constructed in the Proposed Building and other buildings forming part of the Total Proposed Buildings, then and in such an event at the discretion of the Promoter, the Promoter itself or any allottee or transferee of the Promoter in respect of any premises or nominee of the Promoter shall be admitted to the membership of such Proposed Legal Entity (to be formed in respect of Wings A and B of the Proposed Building), without payment of any premium or any additional charges save and except Rs.500/- (Rupees Five Hundred Only) for the share money and Rs. 300/- (Rupees Three Hundred Only) entrance fee and such allottee/transferee shall not be discriminated or treated prejudicially by the Purchaser/s or the Proposed Legal Entity (to be formed in respect of Wings A and B of the Proposed Building), as the case may be It is further clarified that in the event if the Promoter is admitted (at the option of the Promoter) as a member of the respective Proposed Legal Entity (to be formed in respect of Wings A and B of the Proposed Building) in respect of the unsold units, the rights of the Promoter shall be freely transferable without payment of any amounts or premium for the same and notwithstanding any provision in the bye-laws or charter or constitution documents of the Proposed Legal Entities or the Proposed Apex Body to the contrary. The Purchaser/s shall ensure that Proposed Legal Entity (to be formed in respect of Wings A and B of the

Proposed Building) shall not permit any transfers of premises or shares of any member, in respect of which the Promoter has reasonably called upon the Proposed Legal Entity (to be formed in respect of Wings A and B of the Proposed Building) not to permit transfers and any permissions so granted by the Proposed Legal Entities shall be void, without any authority and non-est.

16. NO OBJECTION TO DEVELOPMENT/CONSTRUCTION:

It is expressly agreed by and between the Parties as follows:

14.1 As aforesaid, the Promoter shall be constructing the Proposed Building and additional buildings forming part of the Total Proposed Buildings and additional structures/wings/floors therein as stated above on the said Land; and the Purchaser/s is/are not entitled to and shall not object to such construction for any reasons whatsoever and howsoever arising, at any time hereafter. The Purchaser/s is/are aware that the total number of floors in Wings A and B of the Proposed Building (viz. Building no. 6) as presently proposed by the Promoter is stilt plus 22 upper floors and that the same is subject to approvals being granted to the Promoter for such construction.

14.2 It is further agreed that save and except the aforesaid terrace over the top most floor in the Proposed Building, the Promoter is entitled to sell or allot on an exclusive basis, the terrace/s or pocket terrace/s or extended balcony/ies, which may be abutting the premises in the Proposed Building for the exclusive use of the purchaser/s of such premises. Further the Promoter may at its sole and absolute discretion, grant license for exclusive use or maintenance in respect of the terraces to the purchaser/occupant of the premises that is abutting the terrace. The terrace shall not be enclosed by such purchaser/occupant without the permission in writing obtained from MCGM and other concerned authorities and the Promoter. The Purchaser/s hereby give his/her/their no–objection to such rights retained by the Promoter for such terraces and the Purchaser/s shall not object thereto and/or claim any such terraces and/or any part thereof as common areas and/or have/make any other claim in respect of such terraces against the Promoter and/or its nominee/s/ allottee/s /transferee/s/ licensee/s.

14.3 As recited above, it is reasonably expected by the Promoter that the FSI for consumption on the said Land shall be increased, from what is presently approved and thereby the Promoter will be able to construct further floors as a part of the Proposed Building, in addition to the presently approved and presently envisaged floors, as recited above.

14.4 The Purchaser/s confirm/s that the Purchaser/s have no objection and shall not raise any objection to the Promoter putting up additional construction on the said Land by increasing the number of floors in the Proposed Building as such or by construction of additional wings and/or additional buildings forming part of the Total Proposed Buildings and/or structures on the said Land.

14.5 The Promoter shall have full power and absolute authority, if so permitted by the concerned authorities, to make additions to and/or construct additional building/s or structure/s or wing/s on the said Land and/or additional floor/s in the Proposed Building including inter alia as stated herein above and such additional building/s/structure/s/wing/s/floor/s shall be the sole, exclusive and absolute property of the Promoter. The Promoter shall be entitled to dispose off such additional building/ s/ structure/s/wing/s/floor/s in such manner as the Promoter may deem fit and proper in its sole and absolute discretion. The Promoter shall be entitled to amend/alter/modify the layout plan of the said Land as also construct additional building/s/structure/s/wing/s/floor/s on the said Land or any portion or portions thereof and the Promoter shall be entitled to dispose off the premises in such additional building/s/ structure/s /wing/s/floor/s as the Promoter may deem fit and proper in its sole and absolute discretion. The Purchaser/s is/are not entitled to object thereto and shall not object thereto and this Clause 16 shall always operate as the Purchaser/s' irrevocable, absolute and unconditional no objection in that behalf. This Clause 16 shall operate as and shall be accepted by the Purchaser/s in accordance with the provisions of RERA, the RERA Rules, MOFA and the MOFA Rules; and in particular Section 14 of RERA and Section 7A of MOFA.

17. PURCHASER/S' ENTITLEMENT TO RAISE LOAN:

The Purchaser/s is/are, at his/her/their sole risk, liability and responsibility, free to raise a loan from any financial institution or bank, limited for the purpose of enabling the Purchaser/s to make payment of the amounts hereunder payable to the Promoter for acquiring the said Unit, by offering the rights of the Purchaser/s hereby granted in respect of the said Unit as security to such financial institution or bank. However, such loan should be strictly personal to the Purchaser/s and the right of the Promoter to receive the balance Purchase Price and all other sums as hereunder provided from the Purchaser/s including the sums as and by way of

reimbursement of any amounts hereunder agreed to be paid by the Purchaser/s or otherwise recoverable from the Purchaser/s as damages or otherwise, shall override the rights of the financial institution/bank/ organization/employer in respect of the loan so availed of by the Purchaser/s. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Purchaser/s. Once the Purchaser/s has/have paid the full Purchase Price and other amounts as payable under this Agreement and has/have taken possession of the said Unit, thereafter due to non-payment of the loan by the Purchaser/s, the recourse available to the financial institution would be only against the said Unit and against the Purchaser/s personally and not against the said Land, the Proposed Building or any one of them or any of the other premises in the Proposed Building, and not against any other assets/rights of the Promoter.

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

It is clarified that the right of the Purchaser/s is restricted to the said Unit agreed to be sold to him/her/them by the Promoter as per the typical floor plan annexed hereto as ***Annexure 'M'*** and use and enjoyment of common areas, facilities and utilities in common as aforesaid and the Purchaser/s shall not be entitled to claim any right to any open space or passage, staircase, open parking space, stilt parking spaces or any other area in to or upon the said Land and/or the Proposed Building or any other space surrounding the Proposed Building or any of them in any manner whatsoever, as the same belongs to and are the sole, exclusive and absolute property of the Promoter.

19. NO CHANGE OF USER:

It is expressly agreed, by and between the Promoter and the Purchaser/s that the said Unit is agreed to be hereby sold to the Purchaser/s for use as a residential flat only and it shall be utilized by the Purchaser/s for the purpose for which it is sold to the Purchaser/s and for no other purpose or purposes whatsoever. The Purchaser/s agree/s not to change the user of the said Unit, without prior written by the Promoter, the MCGM and the concerned authorities.

20. PARKING SPACES:

19.1 For the effective management of parking spaces in the Proposed Building and in order to avoid any later disputes, the Promoter shall be entitled to

and the Purchaser/s hereby specifically authorize/s the Promoter to carry out a tentative earmarking parking spaces (open, in the stilt area or ground floor or in the mechanical parking or puzzle pit parking area on the said Land) of the Proposed Building for the exclusive use thereof, by certain acquirers of premises in the Proposed Building depending on availability. In the alternative to earmarking specific parking spaces for certain premises/flat holders as aforesaid, the Promoter may permit some of the occupants/holders of premises/flats in the Proposed Building to park a certain number of vehicles in the parking spaces/area to be provided in the Proposed Building.

19.2 The Purchaser/s agree/s that the Promoter shall be entitled to do such earmarking at its discretion and the Purchaser/s hereby accept/s the decisions taken by the Promoter in relation to such earmarking of car parking spaces. The Purchaser/s further agree/s and undertake/s that pursuant to formation and registration of the Proposed Legal Entity (to be formed in respect of Wings A and B of the Proposed Building) and admission of the Purchaser/s to such Proposed Legal Entity (to be formed in respect of Wings A and B of the Proposed Building) as member/s thereof, the Purchaser/s shall cast his/her/their votes in the first general meeting or shareholders' meeting, as the case may be, of the said Proposed Legal Entity (as may be formed in respect of Wings A and B of the Proposed Building) in favour of approving such car parking earmarking as done by the Promoter so that the respective person/s in whose favour the Promoter has earmarked the car parking spaces, will be allotted such respective car parking space/s by such Proposed Legal Entity for exclusive use along with rights of transferability in respect thereof.

19.3 The Purchaser/s acknowledge/s and understand/s that some of the car-parking spaces that may be provided for in the Proposed Building, may be in the form of an automated mechanical stack parking or puzzle pit parking in the form of level/horizontal mechanical parking system including a tower parking system or any other form of automated or mechanical parking wherein there shall be no identified spot/place which may be earmarked for a particular acquirer of premises in the Proposed Building and which shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as "**the Mechanical Parking**"). The Purchaser/s is/are aware that such Mechanical Parking involves operation of an automated machine for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the

Purchaser/s acknowledge/s that the Purchaser/s has/have no objection to the same. The Purchaser/s is/are aware that such Mechanical Parking also requires a valet system by appointment of qualified drivers, for ease of parking and removing of vehicles from the parking slots in the Mechanical Parking system Therefore it is agreed by the purchaser that maintenance of the Car Parking shall bear by him/her separately as decide by promoter/ legal entity/ car parking holder which shall not be include in regular maintenance as mention in clause 21 of this agreement

19.4 In the event if the car parking space/s tentatively earmarked for the Purchaser/s is in the Mechanical Parking, then and in such an event the Purchaser/s may not be allotted any independent car parking space/s in accordance with this Clause 20. Accordingly, since each stack for parking of vehicles comprising of two or more car parking space/s, (commonly known as a puzzle pit) the same (if earmarked for the Purchaser/s in accordance with this Clause 20) shall be shared by the Purchaser/s with the allottee/s of the other parking space/s in the same puzzle pit in the Mechanical Parking unit. Within each puzzle pit, there shall be no identifiable space for parking of any particular vehicles and each allottee of a parking space within a particular puzzle pit shall park his/her vehicle in such particular puzzle pit only. The Purchaser/s hereby confirm/s that the Purchaser/s has/have no objection to the same and that the Purchaser/s shall not park his/her/their car/s at any other place in the Proposed Building or the said Land. The Purchaser/s hereby agree/s and undertake/s that the Purchaser/s shall bear the costs and expenses of the maintenance of such Mechanical Parking system or also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking system. The Purchaser/s shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of such Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising.

21. DATE OF POSSESSION OF THE SAID UNIT:

20.1 The Promoter shall give possession of the Apartment to the allottee on or before ***31/05/2027.***

20.1.1 If the Promoter fails or neglect to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amount already received by him respect of the Apartment with

interest at the same rate as may mentioned in the clause 4, herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

20.1.2 Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of-

i) war, civil commotion, or act of God:

ii) any notice, order, rule, notification of the Government and /or other public or competent authority/court.

22. REIMBURSEMENT OF COSTS AND MAINTENANCE CHARGES:

21.1 The Purchaser/s shall at the time of taking possession of the said Unit or within a period of 7 (Seven) days from being offered possession the said Unit (whether or not the Purchaser/s has/have taken possession of the said Unit or not), whichever is earlier, the following amounts:

21.1.1 A sum of Rs. 500/- (Rupees Five Hundred Only) towards acquiring of 5 (Five) shares of Rs.100/- (Rupees One Hundred Only) each and entrance fee of Rs. 300/- (Rupees Three Hundred Only) within a period of 7 (Seven) days from the date of notice and in any event before possession of the said Unit is handed over to the Purchaser/s;

21.1.2 Deposit a sum of ***Rs. /- (Rupees: Only)*** towards provisional estimated maintenance charges for 18 (Eighteen) months in advance.

21.2 Commencing a week after notice in writing is given by the Promoter to the Purchaser/s that the said Unit, is ready for being occupied, the Purchaser/s shall be liable to bear and pay the proportionate share of the maintenance charges and other monthly outgoings in respect of the said Unit.

21.3 After the completion of the initial 18 (Eighteen) months or exhaustion of the deposit amount mentioned in Clause [21.1.2] as aforesaid, the Purchaser/s shall be liable to bear and pay the maintenance charges in respect of the said Unit and the Purchaser/s further undertake/s to pay such provisional monthly contribution On Commencement of the 5th day

of each month in advance to the Promoter or to Proposed Legal Entity (to be formed in respect of Wings A and B of the Proposed Building)(if formed by then and if the management of the Proposed Building has been handed over to such Proposed Legal Entity); and the Purchaser/s shall not be entitled to, till formation of the such Proposed Legal Entity, withhold the same for any reason whatsoever. It is further agreed that the Purchaser/s will be liable to pay interest at the Agreed Rate of Interest to the Promoter/the Proposed Legal Entity (to be formed in respect of Wings A and B of the Proposed Building) for any delay in payment of such outgoings. The maintenance charges would include *inter alia* the following:

21.3.1 The Property Taxes in respect of the said Land attributable on a proportionate basis to the said Unit, till such time as the said Unit is separately assessed for Property Taxes and thereafter the Property Taxes as may be applicable qua the said Unit;

21.3.2 The expenses of maintenance, repairing, redecorating, etc., of the main structures and in particular the gutters and rain water pipes of the Proposed Building, water pipes and electric wires in under or upon the Proposed Building used by the premises/ premises holder/s in common with the other occupiers of premises and the main entrances, recreation grounds/spaces, passages, landings, lift and staircase of the Proposed Building and the said Land and other common areas, facilities and amenities as enjoyed by the premises acquirers in common as aforesaid and the boundary walls of the Proposed Building, compounds etc.;

21.3.3 The cost of cleaning and lighting the passage, water pump, lifts, servants' toilets, landings, staircases, common lights and other parts of the Proposed Building used by the premises acquirers in common as aforesaid;

21.3.4 The cost of the salaries of certain workers like clerks, accountant, liftmen, watchmen, security guards, pump man, sweepers, drivers, house-keeping charges, etc., and the proportionate salary of certain part time workers like engineers, supervisors etc. their traveling expenses, welfare expenses like tea, coffee etc., the bonus to be given to them

etc.;

21.3.5 The cost of maintaining the electrical and mechanical fittings and equipment and sewage treatment plant installed in the Proposed Building and of all other environment management facilities to be installed on the said Land;

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

21.3.7 Premium for insurance of the Proposed Building (if and when taken);

21.3.8 The maintenance charges, cost, expenses and amounts required for maintenance of various common equipment that may be installed in the Proposed Building including inter alia sewer line, storm water drain, water lines, firefighting systems, car parking systems, civil, mechanical and electrical system for rain water harvesting, submersible pumps installed in tank for municipal water and tank for storage of tanker/bore well water, pumps installed for firefighting, tank for municipal water, overhead tank or underground tank and other water tanks by whatever name called and wheresoever's situated, firefighting system, common electric system (which may be installed for the lights, pumps, equipment, lifts, security system etc.), common plumbing system, common security system and such other expenses as are necessary or incidental for the maintenance and upkeep of the Proposed Building;

21.3.9 The above Maintenance charges are only provisional and any excess expenses or charges shall be immediately paid by the Purchaser/s to the Promoter, on demand;

21.4 The Purchaser/s is/are aware that after the possession of the said Unit is offered to the Purchaser/s and after he/she/they is/are admitted as member/s to the respective Proposed Legal Entity (to be formed in respect of Wings A and B of the Proposed Building), it may take at least 18 (Eighteen) months for the Proposed Legal Entity to work out and inform each of the premises' occupants in the Proposed Building about the exact break-up of the maintenance charges payable by him/her/them.

Therefore, during such a period, the said Proposed Legal Entity is likely draw up ad-hoc bills towards maintenance. Also, pending the formation of the Proposed Legal Entity (to be formed in respect of Wings A and B of the Proposed Building), the Promoter shall be entitled (without being obliged) in its discretion to appoint an ad-hoc management committee from amongst the premises acquirers in the Proposed Building and confer such authority on such ad-hoc management committee for management of the Proposed Building, as the Promoter may in its discretion be deem fit. The Purchaser/s agree/s that he/she/they shall not raise any objection for payment of such ad-hoc bills and would give the Proposed Legal Entity a time period of approximately 18 (Eighteen) months or more from the date of he/she/they is/are admitted as member/s of the Proposed Legal Entity (to be formed in respect of Wings A and B of the Proposed Building), to enable the Proposed Legal Entity (to be formed in respect of Wings A and B of the Proposed Building) to work out the exact details of the maintenance charges payable by him/her/them. It is clarified that the maintenance of the environment management facilities to be installed/provided in the said Land/on the portion of the land bearing CTS no. 1A/3 on which the Proposed Building is to be constructed, shall be managed for the initial 5 (five) years by the Promoter (at the costs of the various acquires of units in the Proposed Building) and thereafter the management of the same shall be taken over by the Proposed Legal Entity (to be formed in respect of Wings A and B of the Proposed Building) pursuant to its formation.

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

within a period of 7 (seven) days from a demand being made by the Promoter on the Purchaser/s.

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

23. TAXES:

22.1 The Purchaser/s is/are aware that the amount of Purchase Price as set out in *Annexure 'N'* hereto, is exclusive of all the taxes applicable to transactions for the sale of constructed premises as levied by the State and Central Government through their respective Finance Acts and various clarifications/notifications and regulations including the Goods and Services Tax (hereinafter referred to as "**the said Taxes**").It is hereby agreed between the Parties and it is clarified that at the time of execution of this Agreement for Sale, that there is a liability for payment of the said Taxes on the transaction recorded in this Agreement for the sale of the said Unit by the Promoter to the Purchaser/s. The Purchaser/s agree/s and undertake/s that all such indirect taxes including Goods and Services Tax are payable by the Purchaser/s solely; and that the Promoter is not liable to bear and/or pay the same. It is hereby agreed between the Parties and it is clarified that at the time of execution of this Agreement for Sale, that there is a liability for payment of the said Taxes on this Agreement for sale of the said Unit by the Promoter to the Purchaser/s. The Purchaser/s agree/s and undertake/s that the same is payable by the Purchaser/s and that the Promoter is not liable to bear and/or pay the same. In the event if any rebate or credit or set off is available to the Promoter of any amounts paid by the Promoter against the payment of the said Taxes, then and in such an event, the Promoter shall, solely and exclusively be entitled to such credits or rebates. The Promoter may in its sole and absolute discretion claim or not claim such set off or credit or rebate and the Promoter shall not be liable to pass on the benefit thereof to the Purchaser/s. Therefore,

the Purchaser/s hereby irrevocably agree/s and undertake/s to pay the amounts for the said Taxes to the Promoter or the concerned authorities within a period of 7 (seven) days from the date of the Promoter calling upon the Purchaser/s to do so, without any delay or demur or without claiming to be entitled to any rebates or set offs or credits.

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

22.3 It is hereby further agreed that in addition to the said Taxes, in the event of any amount becoming payable now or in the future by way of levy or premium, taxes, cess, fees, charges, sales tax, value-added tax, service tax, goods and services tax, or any other tax by whatever name called, to any authority or to the State Government or to the Central Government or in the event of any other payment of a similar nature, save and except the tax on income of Promoter, arising out of or in connection with transaction contemplated hereby, the Purchaser/s shall be solely liable to bear and pay the same and the Promoter shall not be liable for the same. It is clarified that the liability to bear and pay the amounts as mentioned in this Clause 23 shall be a continuing and permanent responsibility and liability of the Purchaser/s. The Promoter shall in its discretion be entitled (without being obliged) to make such payment levy or premium, taxes, cess, fees, charges, etc., to the concerned authorities and recover the same from the Purchaser/s and the same would be reimbursed by the Purchaser/s to the Promoter within a period of 7 (seven) days from a demand being made by the Promoter on the Purchaser/s.

22.4 All amounts towards the Purchase Price as payable by the Purchaser/s to the Promoter, shall be paid by the Purchaser/s, subject to deduction of tax at source as per the provisions of Section 194IA of the Income Tax Act, 1961; and the Purchaser/s shall within the time prescribed by the provisions of the Income Tax Act, 1961 and the Rules framed there under, furnish to the Promoter the requisite certificates of deduction of tax at source. It is clarified that non-payment of the amount of the deduction of

tax at source to the concerned authorities or non-furnishing by the Purchaser/s of the requisite certificate of deduction of tax at source to the Promoter shall be deemed to be a breach equivalent to non-payment of the Purchase Price amount and shall accordingly attract the consequences as mentioned in Clause 4 above.

24. BREACHES:

23.1 The Purchaser/s agree/s and undertake/s to and shall observe perform and comply with all the terms and conditions and covenants to be observed performed and complied with by the Purchaser/s as set out in this Agreement (save and except the obligation of the Purchaser/s to pay the balance Purchase Price and other sums payable hereunder as aforesaid, for which the consequences as mentioned in Clause 4 above would apply) if the Purchaser/s neglect/s, omit/s, or fail/s to observe and/or perform the said terms and conditions and covenants for any reason whatsoever then in such an event, the Promoter shall be entitled after giving 1 (one) months' notice to remedy or rectify the default and in the event of the Purchaser/s failing to remedy or rectify the same within the said notice period, this Agreement shall be voidable at the option of the Promoter and in the event of the Promoter so treating this Agreement void, the provisions of Clause 4 above shall be applicable.

23.2 The Promoter shall not be liable to pay to the Purchaser/s herein any interest, compensation, damages, costs or otherwise in case of termination under Clause 4 or this Clause 24. The residue balance amount after deducting amounts receivable by the Promoter from the Purchaser/s towards the termination as set out in Clause 4 shall be deemed to have been accepted by the Purchaser/s herein in full satisfaction of all his/hers/their claim under this Agreement and/or in respect of the said Unit, whether the Purchaser/s present/s the cheque/s for payment to his/her/their bankers or not.

23.3 The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Promoter/its transferee/s/allotted/s/nominee/s and/or otherwise in to upon the said Premises in such an event of termination as elaborated under Clause 4 or this Clause 24.

25. ELEVATION OF THE PROPOSED BUILDING:

The Purchaser/s hereby acknowledge/s that the Promoter shall be expending substantial amounts on the designing and constructing the elevation of the Proposed Building and the elevation of the Proposed Building shall be an integral feature of the Proposed Building. The Purchaser/s shall not alter, amend, modify etc., the elevation of the said Unit whether the side, front or rear nor shall the Purchaser/s alter, amend, modify the entrance lobby, staircase, lift, passage/s, terrace etc. of the Proposed Building and shall keep the above in the same form as the Promoter constructs the same and shall not at any time alter the said elevation in any manner whatsoever without the prior permission or alter the attachments to the elevation of the Proposed Building, including fixing or changing or altering grills, windows, air conditioners, chajjas, etc. The Purchaser/s further irrevocably agree/s to fix their air-conditioners, whether window or split only after the written permission of the Promoter and at such places as may be earmarked by the Promoter for the same. The Promoter's decision in this regard would be final and binding on the Purchaser/s. The Purchaser/s hereby covenant/s with the Promoter that the Purchaser shall not hang clothes for drying or otherwise on the façade of the Proposed Building or anywhere outside the said Unit on any ground whatsoever and howsoever arising. All washing and/or drying equipment required to be installed by the Purchaser/s shall be installed within the said Unit and nowhere else in the Proposed Building. The Purchaser/s shall not carry out any changes/amendments, which may affect the outside elevation of the Proposed Building on the ground that the same are not visible from outside the Proposed Building. The Purchaser/s hereby agree/s that the Purchaser/s shall not do and/or carry out any act, deed, matter or thing whereby the said elevation of the Proposed Building is affected in any manner (whether adversely or not) and/or whereby the look and feel of the elevation is modified or appears to be modified.

26. COVENANTS OF THE PURCHASER

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

25.1 To maintain the said Unit at the Purchaser's/Purchasers' own cost in good and tenantable repair and condition from the date the possession of the said Unit is offered and shall not do anything or suffer anything to be done in or to the Proposed Building and to the balconies, elevation- projections, staircase or any passage, which may be against the rules, regulations or

bye-laws of the concerned local or any other authority nor to the said Unit itself or any part thereof;

25.2 Not to enclose the open balcony, flower bed, ducts or any other open area pertaining to the said Unit, whereby any FSI whatsoever is deemed to be consumed and/or there is a violation or misuse of any approvals, sanctions and/or terms and conditions as may be prescribed by any concerned authorities are and without prejudice thereto not to do any act, deed, matter or thing, whereby any rights of the Promoter/the Proposed Legal Entities/the Proposed Apex Body are in any manner whatsoever prejudiced/ adversely affected.

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

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

25.5 Not to store in the said Unit any goods which are of hazardous, combustible or dangerous nature, save and except domestic gas for cooking purposes or goods which are so heavy so as to damage the construction or structure of the Proposed Building; or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried any heavy packages, showcases, cupboards on the upper floors which may damage or is likely to damage the staircase, common passage or any other structure of the Proposed Building. On account of any negligence or default of the Purchaser/s (whether deliberate or willful or not) in this behalf, the Purchaser/s shall be personally liable for the consequence of the breach and shall be liable to bear and pay the damages as may be determined by the Promoter and the same shall be final and binding upon the Purchaser/s and the Purchaser/s shall not be entitled to question the same.

25.6 To carry out at his/her/their own cost all the internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s (usual wear and tear excepted).

25.7 To obtain annual maintenance contracts only from the authorized maintenance agencies/suppliers of the equipment installed in or around

the Proposed Building.

25.8 Not to demolish the said Unit or any part thereof including interalia the walls, windows, doors, etc., thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the Proposed Building and shall keep the portion, sewers, drains, pipes, in the said Unit and appurtenance/s thereto in good, tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the Proposed Building and shall not chisel or any other manner damage the columns, beams, walls, slabs or RCC pardis or other structural members in the said Unit without the prior written permission of the Promoter and the Proposed Legal Entity (as may be formed in respect of Wings A and B of the Proposed Building), when formed.

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

25.10 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or on the terrace or in the fire chutes or electrical ducts or plumbing ducts or firefighting ducts or in the other premises or any other part or portion of the Proposed Building and/or the said Land.

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

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

25.13 The Purchaser/s shall abide by, observe and perform all the rules, regulations and bye-laws of the Proposed Legal Entity (as may be formed in respect of Wings A and B of the Proposed Building) and the Proposed Apex Body as also the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Proposed Building and the buildings forming part of the Total Proposed

Buildings and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the Government and other public bodies and not commit breach thereof and in the event of the Purchaser/s committing breach thereof and/or any act in contravention of the above provision, the Purchaser/s shall be personally responsible and liable for the consequences thereof to the Proposed Legal Entity (as may be formed in respect of Wings A and B of the Proposed Building) and/or the Proposed Apex Body and/or the concerned authority and/or other public authority.

25.14 The Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the Proposed Legal Entity (as may be formed in respect of Wings A and B of the Proposed Building) regarding the occupation and use of the said Unit and shall bear and pay and contribute regularly and punctually towards the taxes, expenses or other outgoings as may be required to be paid from time to time.

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

25.16 The Purchaser/s undertake/s not to enclose any passage/s, lobby or other common areas in the Proposed Building in any manner whatsoever and not to cover the voids in any place in the Proposed Building or store any goods/chattels in the common areas including the chajjas or sheds or service areas behind the toilets.

25.17 The Purchaser/s shall not dispose off or throw any garbage or dirt or rubbish in the sinks of the toilets or basins in the said Unit. The dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by the residents/occupants of the building in the jurisdiction of MCGM. The Purchaser/s shall at all times co-operate with the Promoter for adoption of any mechanism or common scheme of garbage collection, garbage disposal including inter alia by segregating various types of garbage as may be communicated by the Promoter from time to time.

25.18 The Purchaser/s shall not permit any of his/her/their family member/s, servants, agents or any other person/s to use and/or occupy and/or sleep in any common passages, staircases or common areas of the Proposed Building.

25.19 The Purchaser/s shall ensure that all the family members, agents, staff, employees, etc., of the Purchaser/s shall actively participate in all fire, earthquake, terror and other safety drills as may be conducted by the Promoter or by any concerned authorities from time to time.

25.20 The Promoter shall provide to the Purchaser/s the water connection in respect to said Unit. The Promoter shall not be held liable or responsible in any respect whatsoever if the concerned authorities are unable to provide the water supply to the said Unit. The Purchaser/s is/are further informed that for the purposes of flushing, water may be provided from the Sewage Treatment Plant (if so installed) and/or the bore wells and the Purchaser/s shall not object to the same.

25.21 The Purchaser/s is/are aware that the plans are approved with the use of base land FSI, Premium FSI and Fungible FSI, which are acquired by way of payment of premium to the MCGM and Government authorities and the premium is paid/shall be paid to MCGM for the same and that the Promoter is also loading, using and utilizing TDR on the said Land which would be consumed in the course of construction of the Proposed Building.

25.22 The Purchaser/s is/are also aware that the Promoter has paid to MCGM the premium towards the staircase; lift lobby passage, internal staircase and condoning of open space deficiencies.

25.23 The Purchaser/s is aware of various concessions, approvals granted to the Promoter at the time of construction of the Proposed Building including the open space deficiency. The Purchaser/s is/are aware that the Proposed Building is being constructed with deficient open spaces (which deficiency has been condoned by the MCGM). The Purchaser/s undertake/s not to raise any objection in respect of the open space deficiency and shall also not raise any objection in respect to the construction and/or development activities carried on in the said Land or in the adjoining plots on the ground of deficient joint open space or otherwise howsoever.

25.24 The Purchaser/s is/are aware of various declarations and/or

undertakings that the Promoter has executed in favour of various authorities including the MCGM for the purpose of obtaining various approvals, concessions and sanctions for the purpose of and with an objective of undertaking the development and construction on the said Land. The Purchaser/s confirm/s that the Purchaser/s has/have read and understood the same and the contents thereof and the Purchaser/s further acknowledge/s that as one of the acquirers of premises in the Proposed Building the Purchaser/s may be bound by such undertakings and/or declarations executed by the Promoter and the Purchaser/s hereby irrevocably agree and undertake with the Promoter to comply with the same and not to commit any breach or violation of the same.

25.25 The Purchaser/s shall not object to the Promoter applying for and obtaining part Occupancy Certificates from the MCGM in relation to any part of the Proposed Building for the purpose of granting occupation to certain premises acquirers in the Proposed Building.

25.26 As a part of a marketing exercise or otherwise in the event if the Promoter is required under law, the Promoter may disclose and/or publish the name of the Purchaser/s and/or other acquirers of the flats (jointly and/or severally) and/or their family members along with their occupation and also use their photographs to such third parties as the Promoter may deem fit and the Purchaser/s either in their individual capacity or as members of the Proposed Legal Entity (as may be formed in respect of Wings A and B of the Proposed Building) shall not object thereto.

25.27 The Promoter may permit various consultants, service providers, financiers, manufacturers, suppliers and other third parties to publish the image of the Proposed Building and the name of the Proposed Building in advertisements, publications, brochures, and such other marketing and/or promotional materials as the Promoter may deem fit and the Purchaser/s either in their individual capacity or as members of the Proposed Legal Entity (as may be formed in respect of Wings A and B of the Proposed Building) shall not object thereto.

25.28 The Purchaser/s is/are further made aware that the Promoter is engaged in the business of construction, development and redevelopment of immoveable properties in and around Mumbai and during the construction of the Proposed Building and after completion thereof, the

Promoter may desire to show the Proposed Building and/or any areas therein including but not limited to the common areas (during construction/development or after completion thereof) to various prospective clients of the Promoter including inter alia occupants of building/s, which the Promoter is developing or is proposing to develop and accordingly, the Promoter may arrange for site visits to the said Land and the Proposed Building and may organize functions in the common areas like compound/s, terrace/s, lobby/ies, podium, and other areas in the Proposed Building for such purposes and the Purchaser/s either in their individual capacity or as members of the Proposed Legal Entity (as may be formed in respect of Wings A and B of the Proposed Building) shall not object thereto.

25.29 It is clarified that the rights of the Promoter as specified in Clauses 25.26, 25.27and 25.28 above are permanent rights granted to the Promoter by the Purchaser/s and the Promoter shall not be liable to make payment of any compensation to the Purchaser/s and/or the Proposed Legal Entities (as and when the same is/are formed) in relation to exercise of such rights.The Purchaser/s hereby acknowledge/s that the Promoter has paid and shall be paying various amounts to the concerned authorities including inter alia the MCGM as deposits, premiums and other charges for the purpose of obtaining various approvals from such authorities and in the event of any amounts being refunded by the concerned authorities at any time hereafter (notwithstanding whether the construction of the Proposed Building is completed or not), the Promoter shall be solely and exclusively be entitled for such refunds and the Purchaser/s and/or the Proposed Legal Entities and/or the Proposed Apex Body shall not be entitled to the same.

25.30 It is also CLEARLY UNDERSTOOD AND AGREED BY AND BETWEEN PARTIES that the Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the said Property and any common Rights of Ways with the authority to grant such rights to the Purchaser/s and/or users of premises in the said Building being constructed on the said Property (present and future) at all times, during all hours of day and night by foot and also by vehicles of all description howsoever propelled and whether laden or unladen and the right of access to the said Property for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms,

sewage treatment plant, underground water-tanks, substation of power supply company etc. situated on the said Property and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for full and proper use and enjoyment of the said Property and if necessary to connect the drains, pipes, cables etc. under, over or along the land appurtenant to each and every Building to be constructed on the said Property (including the said Building).

25.31 Necessary provisions for the above shall be made in the Deeds of Transfer/Assignment/Declaration /Deeds of Apartments to be executed with the Purchaser/s and the Purchaser/s hereby expressly agree to the same.

25.32 The Purchaser/s agree/s to the appointment by the Promoter of any agency, firm, corporate body, organization, association or any other person (hereinafter referred to as '**Facility Management Company'**) to manage, upkeep and maintain the said Building together with the said Property, sewerage treatment plant, garbage, disposal system and such other facilities, that the Promoter may be required to install, operate and maintain common areas, common amenities & facilities, car parking areas and open spaces. The Facility Management Company shall collect such fee which shall be a minimum of 20% escalation thereto, on the actual expenses to be incurred towards such managements and maintenance activities. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the said Building including the Purchaser/s proportionate share of the outgoings as provided in this Agreement. It is hereby clearly clarified, agreed and understood that the Facility Management Company, shall also be entitled to exercise their rights for collecting the charges and expenses mentioned herein, even after formation of the Association of Purchasers . The Purchaser/s hereby confirm such agreement / contract / arrangement that the Promoter has or may have to enter into with the Facility Management Company. It is further expressly understood, that the Promoter shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s and/or Association of Purchasers for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company and/or such other agency, firm, corporate body, organization, association or any other person/s in the due course of such maintenance, management and control of the said Building and/or

common areas and amenities & facilities thereto.

25.33 The Purchaser/s further agree/s and undertake/s to be bound on or before taking possession of the said Premises and from time to time thereafter to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoter/ Facility Management Company, for the purposes of framing rules for management of the said Building and use of the said Premises by the Purchaser/s for ensuring safety and safeguarding the interest of the Promoter/ Facility Management Company and other purchasers of premises in the said Building and the Purchaser/s also agree/s and confirm/s not to raise any disputes/ claims against the Promoter / Facility Management Company and other purchasers of premises in this regard.

27. INDEMNITY:

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

28. STAMP DUTY AND REGISTRATION:

27.1 At the time of execution of this Agreement the Purchaser/s shall pay the applicable amount of stamp duty, registration charges/fees and other out of pocket expenses, payable in respect of this Agreement. Thereafter the Promoter shall lodge this Agreement for registration with the concerned Sub- Registrar of Assurances. Accordingly, the Purchaser/s on receiving an intimation from the Promoter, visit the office of the Sub-Registrar of Assurances on scheduled date and time along with the

Promoter'sauthorized representative/s to admit execution thereof.

29. TRANSFER OF THE SAID UNIT:

If the Purchaser/s, before being put in possession of the said Unit, desire/s to sell or transfer his/her/their interest in the said Unit or wishes to transfer or give the benefit of this Agreement to other person, the same shall be done only after the Purchaser/s obtain/s the prior written permission of the Promoter in that behalf. In the event of the Promoter granting, the Purchaser/s shall be liable to and shall pay to the Promoter such sums as the Promoter may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same ***PROVIDED HOWEVER THAT*** such transferee/s/assignee/s of the Purchaser/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Purchaser/s to be observed, performed and complied with. All the provisions of this Agreement shall *ipso facto* and automatically apply mutatis mutandis to such transferee/s /assignee/s also.

30. COMPLIANCE WITH FOREIGN EXCHANGE AND REMITTANCE LAWS

29.1 The Purchaser/s, if resident/s outside India, shall be solely responsible for compliances relating to the necessary formalities laid down in the Foreign Exchange Management Act, 1999 (hereinafter referred to as "**FEMA**"), the rules and regulations of the Reserve Bank of India ("**RBI**") and all other applicable laws, rules and regulations made with regard to purchase of immoveable property/residential flats by person/s resident outside India and any statutory amendment(s), modification(s) thereof and all other applicable laws including that of remittance of payment/acquisition/sale/transfer of immovable properties in India etc.; and shall provide to the Promoter with such permissions, approvals which would enable the Promoter to fulfill its obligations under this Agreement.

29.2 The Purchaser/s understand/s and agree/s that in event of failure on the part of the Purchaser/s to comply with the obligations of the Purchaser set out in Clause 30 hereof or failure to comply with the aforesaid applicable laws, rules, regulations, or guidelines issued by the RBI or other concerned authorities, the Purchaser/s shall be solely liable for any action under the FEMA or any of the aforementioned laws, rules, regulations, guidelines, etc. The Purchaser/s agree/s to keep the Promoter fully indemnified and harmless in this regard and agree/s that the Promoter shall accept no

responsibility for the same.

29.3 The Purchaser/s further undertake/s to intimate the Promoter in writing about any change in the residential status of the Purchaser/s subsequent upon signing of this Agreement; and to comply with the necessary formalities if any under the prevailing applicable laws.

29.4 It is hereby agreed between the Parties that the Promoter shall not under any circumstances be held responsible towards any third-party making payment/remittances on behalf of any Purchaser/s of the said Unit applied for in any way.

31. MISCELLANEOUS:

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

30.2 **Name of the Building:** The name of the Proposed Building shall at all times remain as "**AJMERA GREENFINITY A WING B WING**", unless changed by the Promoter and the same shall not be changed without the prior written permission or approval of the Promoter. The Promoter shall be entitled to add at such places on the façade or terrace/s or compounds or common areas in the Proposed Building placards, sign boards, neon signs, hoardings etc. indicating to the public at large that the Proposed Building is being constructed and/or developed or that the Proposed Building has been constructed and/or developed by the Promoter.

30.3 **Notices:** All letters, circulars, receipts and/or notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served, if posted or dispatched to the Purchaser/s by Registered Post with Acknowledgement Due ("**RPAD**") or hand delivered by the Promoter at the address hereinabove stated or sent by electronic mail (e-mail) to the e-mail address as provided by the Purchaser/s to the Promoter as follows:

(a) Promoter : *AJMERA REALTY AND INFRA INDIA LIMITED*
: *2nd FLOOR, CITI MALL, LINK ROAD, ANDHERI WEST,*
: *MUMBAI – 400053.*

(b) Purchaser/s : _____
: _____

: _____ :

: _____

30.4 **Income Tax PAN:** The Parties are setting out here under their respective Income Tax Permanent Account Numbers:

30.4.1	*Promoter*	:	*AAACS7866F*
30.4.2	*Confirming Party*	:	*AACFV7374C*
30.4.3	*Purchaser/s*	:	_____

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

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

30.7 **Dispute Resolution:**

30.7.1 Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulations, thereunder.

30.8 **Jurisdiction**: Subject to what is stated in the above Clause 30.7, the Courts in Mumbai shall have exclusive jurisdiction to try and entertain all disputes between the Parties hereto arising out of this Agreement or otherwise pertaining to the said Premises.

30.9 **No Demise or Grant or Assignment:** The Purchaser/s shall have no right, title, interest, share, claim demand of any nature whatsoever and howsoever arising in to upon the said Land and/or the Proposed Building

and/or otherwise howsoever against the Promoter, save and except in respect of the said Unit. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law, of the saidLandand/or the Proposed Building and/or any part thereof.

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

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

30.12 **Obligations of the Purchaser/s:** In the event if there is more than a single person/entity mentioned as a Purchaser in this Agreement, then all obligations of all Purchasers under this Agreement, shall be joint and several.

30.13 **Entire Agreement:** This Agreement sets forth the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings and representations, written or oral. The terms and conditions and the subject matter hereof shall supersede all representations, warranties implied and/or express made whether directly or indirectly (including by virtue of any brochures, advertisements, pamphlets, statements on the Promoter's website/s, model/s of the Proposed Building, etc.). In case of any inconsistency between this Indenture and any other document, this Indenture shall prevail. Each Party shall exercise all his/its respective rights and do all

such things as may be necessary to give full effect to, and ensure compliance with, the provisions of this Indenture.

30.14 **Headings:** The headings, subheadings, titles, subtitles used for the Clauses under this Agreement are only for the sake of convenience and easy identification of the provisions and headings, subheadings, titles, subtitles to Clauses, and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and Annexures hereto and shall be ignored in construing and interpreting the same.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land admeasuring 1,11,732.20 square meters or thereabouts and numbered as Sub-Plot A as per the layout sanctioned by the MCGM on 26th May, 2009 and comprising of land bearing CTS Nos. 1A/1, 1A/2, 1A/3 and 1/A6 all of Village Anik, Taluka Kurla, in the registration Sub-District of Mumbai Suburban and which land is bounded as follows:

On or towards the North by	:	OPEN PLOT
On or towards the South by	:	WING C & D
On or towards the East by	:	CTS No. 5
On or towards the West by	:	CTS 1A 15

THE SECOND SCHEDULE ABOVE REFERRED TO

The Unit (viz. residential flat) bearing no. _____, on the _____ floor in the "_____" wing, admeasuring approximately _____ square feet carpet area i.e. approximately _____ square meters carpet area (which area is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules) together with _____ (_____) car parks in the Proposed Building to be constructed on the said Land more particularly described in the **First Schedule** hereinabove written.

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

However, the carpet area of the said Unit in the presently approved plans (as approved by the MCGM in accordance with the provisions of the applicable DCPR) is reflected as _____ square meters.

THE THIRD SCHEDULE ABOVE REFERRED TO

Common Areas and Facilities

PART A -LIMITED COMMON AREAS

- Staircases landing and landing on each floor will be limited amongst the occupants of that particular floor.
- Lobbies/ Passage in front of Lifts and staircases on each floor, will be limited amongst the occupants of that particular floor
- Car parking spaces in accordance with the provisions of Clause 20 hereof.

PART B - COMMON AREAS

- Main Entrance Lobby of the A and B Wings of the Proposed Building.
- Common terraces over the topmost habitable floor of the Proposed Building (all terraces on the other habitable floors, if approved & provided will not be included in common areas and may be designated as limited common areas).
- Under Ground Tank and overhead water tanks, water pipes and water meters, water pumps.
- Electric Common board, all common wiring and common switches.
- Common lights in staircases and landings.
- Storm water drains. Compound Wall.

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

SIGNED SEALED AND DELIVERED)

*By the within named "**Promoter**"*)

AJMERA REALTY & INFRA INDIA LIMITED)

through the hands of its authorized signatory)

JIGAR SHAILESH AJMERA)

in presence of)

1. _____)

2. _____)

Thanking You,

For Ajmera Realty and Infra India Limited,

Jigar Shailesh Ajmera
Authorized Signatory

SIGNED SEALED AND DELIVERED)

*By the within named "**Confirming Party**"*)

M/S. VIJAY NAGAR APARTMENTS)

through the hands of its authorized signatory)

_____)

in presence of)

1. _____)

2. _____)

SIGNED AND DELIVERED)

by the within named Purchaser/s)

_____)

_____)

in the presence of)

*1.*_____)

2. _____)

Annexure 'N'

DETAILS OF PURCHASE PRICE AND INSTALLMENTS OF PURCHASE PRICE

The Purchase Price payable by the Purchaser/s to the Promoter in respect of the said Unit shall be **Rs._____/- (Rupees : _____ Only).**

The said consideration/purchase price of **Rs._____/- (Rupees : _____ Only).** shall be paid by the Purchaser/s to the Promoter in the following manner :

Sr. No	**Payments to be made in the following manner**	**Percentage of Amount to be paid**	**Amount to be paid**
1.	Allotment	9%	
2.	On Agreement for Sale	11%	
3.	On commencement of Plinth.	5%	
4.	On commencement of 1st Slab.	2.5%	
5.	On Commencement of 2nd Slab.	2.5%	
6.	On Commencement of 3rd Slab.	2.5%	
7.	On Commencement of 4th Slab.	2.5%	
8.	On Commencement of 5th Slab.	2.5%	
9.	On Commencement of 6th Slab.	2.5%	
10.	On Commencement of 7th Slab.	2.5%	
11.	On Commencement of 8th Slab.	2.5%	
12.	On Commencement of 9th Slab.	2.5%	
13.	On Commencement of 10th Slab.	2.5%	
14.	On Commencement of 11th Slab.	2.5%	
15.	On Commencement of 12th Slab.	2.5%	
16.	On Commencement of 13th Slab.	2.5%	
17.	On Commencement of 14th Slab.	2.5%	
18.	On Commencement of 15th Slab.	2.5%	
19.	On Commencement of 16th Slab.	2.5%	
20.	On Commencement of 17th Slab.	2.5%	
21.	On Commencement of 18th Slab.	2.5%	
22.	On Commencement of 19th Slab.	2.5%	
23.	On Commencement of 20th Slab.	2.5%	
24.	On Commencement of 21st Slab.	2.5%	
25.	On Commencement of 22nd Slab.	2.5%	
26.	On Commencement of Masonry	3.75%	
27.	On Commencement of Internal Plaster Work	3.75%	
28.	On Commencement of Plumbing	5%	
29.	On Commencement of External Plaster Work	2.5%	
31.	Possession	5%	
	Total	**100%**	