TULSIANI-SUMER ASSOCIATES

BUILDERS & DEVELOPERS

10th July, 2023

DEVIATION SHEET – AGREEMENT

Sub: All that Project known as **"MINT"** (referred to as Commercial Building No. 3, Wing- A as per the said Sanctioned Layout Plans) consisting of two basement + stilt + attached Podium connecting to Windfall Building + 10 upper floors, to be constructed on all those pieces or parcels of land admeasuring 5,756.35 square meters forming part of CTS Nos. 179A/1 of Village Mulgaon and CTS 230A/1A of Village Kondivita admeasuring in aggregate 27,914 sq. mtrs. in the Registration District and Sub-District of Mumbai Suburban, within Greater Bombay lying, being and situate at J.B.Nagar, Andheri (East), Mumbai 400 059 (**"the said Project Land"**) forming part of all those pieces or parcels of land aggregately admeasuring 40,043.90 square meters bearing CTS Nos.179A/1, 179A/2, 179B, 179C, 179E, 179F and 179G of Mulgaon Village admeasuring 14,770.20 square meters and plots bearing CTS No. 238B, 230A/1A, 230A/1B, 230A/1C of Village Kondivita admeasuring 25,273.70 square meters in the Registration District and Sub-District of Mumbai Suburban, within Greater Bombay, together with the structures standing thereon, lying, being and situate at J.B.Nagar, Andheri (East), Mumbai 400 059 (**"the said Property"**)

RERA Model Agreement Clause	Deviation
1.a (i) – Consideration	3- **Purchase of Premises and Sale Consideration** Additional Sub-clauses viz. 3.2, 3.11, 3.12, 3.14, 3.17 and 3.18 are inserted and said clauses are set out in **Annexure A** hereto.
3- FSI	5- **FSI, TDR and development potentiality with respect to the said New Building on the said Property** Additional entire Clause 5 is inserted and same is set out in **Annexure-B** hereto.

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RERA Model Agreement Clause	Deviation
	6. Compliance Of Laws Relating To Remittances Additional clause in respect of compliance of laws relating to remittances is inserted and said clause is set out in Annexure C hereto.
	7. Adjoining Land/Properties Additional clause in respect of development of adjoining properties is inserted and said clause is ser out in **Annexure D** hereto.
6- Date of Possession (Proviso- Force Majeure)	**8- POSSESSION DATE, DELAYS AND TERMINATION:** Addition in Sub Clauses 8.5 in respect of liquidated damages is inserted and said sub-clauses are set out in **Annexure E** hereto.
	9. Project amenities and amenities of the New Building Additional clause in respect of changes/modifications in respect of project amenities and amenities of New Building is inserted and said clause is set out in **Annexure F** hereto.
7.4 – Defect Liability	**11- The Defect Liability** Additional Sub-Clauses 11.2 to 11.7 are inserted in the Defect Liability Clause and same is set out

RERA Model Agreement Clause	Deviation
	in **Annexure G** hereto
9. Formation of Society	**13- Formation of Society** Additional Sub Clauses viz. 13.2, 13.4 to 13.11. in respect of formation of society are inserted and said sub-clauses are set out in **Annexure H** hereto.
	14. Additional clause is inserted in respect of maintenance charges of the unsold vacant premises and the said clause is set out in **Annexure I** hereto.
10.	**15. Charges to be paid by the Allottee** Additional Sub clauses viz. 15 (vii), 15 (viii), 15 (ix), 15 (x) , 15 (xi) and 15 (xii) are inserted and the said sub clauses are set out **in Annexure J** hereto.
	17. Club House Additional clause is inserted in respect of Club House and the said clause is set out **Annexure K** hereto.
12. Conveyance of the land and structure to the Society	**18. Formation of the Apex Body** Additional clause relating to formation of Apex Body is inserted and the said clause us set out in **Annexure L** hereto.

RERA Model Agreement Clause	Deviation
	20. Right of the Allottee/s Restricted to the said Premises only Additional clause in respect of Right of the Allottee/s Restricted to the said Premises only is inserted and said clause is set out in **Annexure M** hereto.
13. Representations and warranties of the Promoter	**21.** Additional sub clauses 21 (i) to 21 (iv) in respect of representatiosns and warranties of the Promoter is inserted and said sub clauses are set out in **Annexure N** hereto.
17. Promoter shall not mortgage or create a charge	**24. MORTGAGE / FINANCIAL ASSISTANCE** Additional sub clauses 24.4 and 25.5 in respect of Mortgage/Financial Assistance are inserted and said sub-clauses are set out in **Annexure O** hereto.

M/s. TULSIANI SUMER ASSOCIATES

Mr. Raghuvir Sadashiv Kuwelker
(through its Authorized Partners
Promoter/Developer)

ANNEXURE-A

Clause 3: **CONSIDERATION**

3.2 As an amenity provided along with the said Commercial Premises, the Promoter/Developer has agreed to allot **[•]** number of Car Parking Space/s for the exclusive use of the Allottee/s in the Podium/Basement/Stack of the said New Building (hereinafter referred to as the said "**Car Parking Space**"). The said Car Parking/s is/are provided as an irrevocable amenity without consideration however the Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking/s by the Promoter/Developer and/or the said Society and shall pay such outgoings in respect of the said Car Parking/s as may be levied by the said Society. The Promoter/Developer shall be entitled to deal with the balance car parking in the said Project at their sole discretion and the Allottee/s/ Society/ Apex Body shall not raise any objection of whatsoever nature for the same . Further, the Allottee/s shall not in the future raise any dispute about the suitability of the said Parking Space as constructed by the Promoter/Developer. The said Commercial Premises and the said Car Parking Space are hereinafter collectively referred to as **"the said Premises"** and is more particularly described in the **THIRD SCHEDULE** hereunder written.

3.11 If the Allottee/s in order to augment the resources in his/her/their hands and for the purpose of payment of the said Consideration to the Promoter/Developer under this Agreement for Sale intends to seek loan from any financial institutions / banks, etc. against the security of the said Premises then in such a case the Allottee/s shall be required to obtain on the letterhead of the respective financial institutions/ bank's, etc. the loan /pre-sanction loan letter and only against which the Promoter/Developer shall issue the NOC to mortgage the said Premises to the Allottee/s in favour of the Lender. Further when such financial institution/ bank, etc. makes a disbursement, it shall be mandatory that the payment should be made by issuing the Cheque/Pay Order/ Demand Draft, of the Loan amount or instalment/s in the name of the all Promoter/Developer only or any such other name as may be communicated to the Allottee/s by the Promoter/Developer and in the event such financial institution/ bank, etc. issues Cheque/Pay Order /Demand Draft of Loan amount or instalment/s in any other name or account, then such financial institution/ bank, etc. shall do so at their own risk and the Promoter/Developer shall not be liable for any cost and consequences arising there from and in such event the Allottee/s shall not be absolved of payment of purchase consideration and consequences for non-payment/default in payment shall be followed;

3.12 It is further agreed and understood that irrespective of the fact whether the Allottee/s has/have obtained sanction of housing loan/finance from his/her/their financial institution in respect of the said Premises, in the event of any delay in disbursement or failure in payment/ disbursement of the balance consideration/ instalment and/or interest payable by the Allottee/s to the Promoter/Developer under these presents for any reason or cause whatsoever, the Allottee/s alone shall personally be liable or responsible to pay the amount of instalment/s with interest (if so delayed in payment of the instalment amount) so due and payable under these presents and shall not claim any equity or extension or otherwise on the ground of not having obtained sanction of such finance and/or disbursement or delay in disbursement of such amount by bankers/ financial institution. The Allottee/s shall pay such amount/s so due and payable to the Promoter/Developer from his/her/their own source of income. In the event of delay or default in payment of any one or more instalments payable under these presents, by the Allottee/s and/or

his/her/their Banker/ Financial Institution the Allottee/s personally shall be liable to pay such amount of interest as the Promoter/Developer is entitled to as also be subjected to cancellation of the allotment and termination of this agreement as contemplated under these presents. The Banker/Financial Institution shall not claim any equity or otherwise against the Promoter/Developer. It is however clarified that on the Promoter/Developer cancelling the allotment of the said Premises and termination of this Agreement, the Promoter/Developer after deducting Liquidated Damages as per Clause 8.5 herein below, shall first offer the return of the balance of the refund amount to the bankers/financial institutions who had disbursed the amount from the sanctioned limit and refund the same to such bankers/financial institutions against return of the Original of this Agreement duly cancelled and against execution and registration of necessary writing/documents and the balance, if any, of such refundable amount shall be refunded to the Allottee/s;

3.13 If any of the payment in cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honoured for any reason whatsoever, then the same shall be treated as default under Clause 8.5 below and the Promoter/Developer may at its option be entitled to exercise the recourse available hereunder. Further, the Promoter/Developer may, at its sole discretion, without prejudice to its other rights, charge fulfil charges of Rs. [•]/- (Rupees [•] only) for fulfilment of payment instruction upon first instance and for second instance the same would be Rs. [•]/- (Rupees [•] only) in addition to interest at the Interest Rate as defined hereunder for delayed payment. Thereafter no cheque will be accepted and all further payments shall be accepted through bank demand draft(s) only;

3.14 The Allottee/s shall pay to the Promoter/Developer, the amounts payable under this Agreement on the due date without fail and without any delay or default or demur. The Promoter/Developer will forward to the Allottee/s Notice of demand for amounts due and payable under this Agreement at the address given by the Allottee/s under this Agreement and the Allottee/s will be bound to pay the amounts within 7 days of the Promoter/Developer dispatching written Notice at the address of the Allottee/s as given in these presents. In addition to the said Consideration, the Allottee/s shall also be liable to bear and pay Service Tax/GST as applicable in addition to the

aforesaid installment to the Promoter/Developer. Time as to payment of each of the installments shall be of the essence and the Allottee/s shall be liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum with monthly rests (**"Interest Rate"**) on all delayed payments including delay in payment of the goods and service tax as applicable from the due date till the date of payment thereof. The Allottee/s shall pay each installment of the said Consideration to the Promoter/Developer after deducting there from 1% TDS as per the provisions of Section 194-IA of the Income Tax Act, 1961 and shall deposit the TDS to the credit of Central Government and shall issue a TDS Certificate in favour of the Promoter/Developer in the prescribed Form No.16B for the same, within statutory period from the payment thereof;

3.17 The Allottee/s is aware and confirms that the said Consideration as agreed herein does not include the consideration for carrying out the internal work being the internal finishing work including internal doors, internal partitions, toilets, PoP, flooring, painting, internal plumbing and electrification, fitting, fixtures etc. within the said Commercial Premises which internal work has been agreed to be carried out by the Allottee/s herein at his/her/their/its own cost, expenses, risks and consequences without causing any nuisance and /or inconvenience to others. The Allottee/s further agrees and undertakes to carry out and complete the said internal work in the said Commercial Premises strictly in accordance with the plans approved by the concerned authorities and shall not carry out any variation in civil work without obtaining the necessary and required prior permissions from the authorities concerned. However, the Allottee/s shall be liable and bound to carry out the entire water proofing work in the said Premises and particularly in toilets only through the agency appointed by the Promoter/Developer and the Allottee/s will be liable to bear and pay to such agency appointed by the Promoter/Developer the cost and/or expenses for the said water proofing works as per the rates certified by the Promoter/Developer without negotiating or bargaining or disputing the same;

3.18 The Promoter/Developer shall have a first lien and charge on the Premises agreed to be acquired by the Allottee/s in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this Agreement;

ANNEXURE- B

5. **FSI, TDR AND DEVELOPMENT POTENTIALITY WITH RESPECT TO THE SAID NEW BUILDING ON THE SAID PROJECT LAND :**

5.1 The Allottee/s hereby agrees, accepts and confirms that the Promoter/Developer proposes to develop the said Propertyby utilization of the full development potential in terms of the said Agreement and the Allottee/s has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter/Developer in this regard;

5.2 The Promoter/Developer shall also be entitled to entire increased, additional, future and extra FSI which may be available in respect of the said Layout Land including the said Project Land on any account or due to any reason whatsoever, including but not limited to, on account of handing over to the Government or the Municipality or altering, shifting, relocating, any buildable/non-buildable reservations on the said Layout Landor otherwise, the same shall absolutely and exclusively belong to and be available to the Promoter/Developer for utilization and consumption on the said Property which shall be developed as a proposed/separate phase in the manner as the Promoter/Developer deems fit and appropriate and the same shall not affect the existing development that is proposed on the said Project and neither the Allottee/s nor the said Society shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity and/or any other services in common;

5.3 The Promoter/Developer shall be entitled to the entire unconsumed and residual floor space index ("**FSI**") in respect of the said Layout Landwhether by way of purchase of FSI from any authority by payment of premium or price, the change of law and policy, the purchase of transferable development rights ("**TDR**"), availability and increase of FSI/TDR, floating FSI, fungible FSI, FSI arising due to a layout and the development thereof and/or FSI which is not computed towards FSI by any concerned authority or due to proposed changes in layout by implementing various scheme

as mentioned in Development Control Regulations or FSI available on payment of premium or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification of Development Control Regulation and Development Plan, 2034 which are applicable to the development of said Layout Landor otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to the Promoter/Developer for utilization and consumption on the said Propertyand which shall be developed as a proposed /separate phase/Building and the same shall not affect the existing development that is proposed on the said Project Land and neither the Allottee/s nor the said Society shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity and/or any other services in common;

5.4 Notwithstanding anything to the contrary contained herein, the Promoter/Developer shall also have the absolute, exclusive and full right, authority and unfettered discretion to sell, transfer and/or assign the residual FSI, if any (by whatever name called) after completion of the development on the said Propertyand permitted by the concerned authorities under the applicable laws and regulations, to or in favour of any person/s whatsoever, for such consideration and on such terms, conditions and provisions as may be desired and deemed fit by the Promoter/Developer in their sole and unfettered discretion and as may be permitted by law.

ANNEXURE-C

Clause 6 COMPLIANCE OF LAWS RELATING TO REMITTANCES :

6.1 The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modifications(s) made thereof and all other applicable

laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter/Developer with such permission, approvals which would enable the Promoter/Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time;

6.2 The Promoter/Developer accepts no responsibility in this regard. The Allottee/s shall keep the Promoter/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter/Developer immediately and comply with necessary formalities if any under the applicable laws. The Promoter/Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Promoter/Developer shall be issuing the payment receipts in favour of the Allottee/s only.

ANNEXURE-D

7. The Promoter/Developer may develop the lands adjacent to the said Layout Land (hereinafter referred to as the "**Adjoining Land/ Properties**") in accordance with Rule 4(4). The Promoter/Developer shall also be entitled to/required to club/amalgamate the development of the said Layout Land(or part thereof) with the Adjoining Land/Properties, whether as a common integrated layout or otherwise, in a phase wise manner subject to necessary approvals/ sanctions from the concerned authorities. For this purpose, the Promoter/Developer shall be entitled to/required to undertake the following as it may deem fit:

7.1 Amalgamate schemes of development, land parcels, lands, land composition and land mix;

7.2 Float FSI/TDR from the said Layout Land onto the Adjoining Land/Properties and from the Adjoining Land/Properties onto the said Layout Land including the said Project Land and undertake consequent construction, development, sale, marketing and alienation;

7.3 Provide common access and entry and exit points to and from the said Project Land (or part thereof) and the Adjoining Land/Properties, which may be used in common by the occupants of units/premises constructed on the said Project Land (or part thereof) and the Adjoining Land/Properties.

ANNEXURE-E

8. Possession date, delays and termination

8.5 On the receipt of the Promoter's/Developer's Termination Notice by the Allottee/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Sub-Clause, the Promoter/Developer shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and car parking space in the manner as the Promoter/Developer may deem fit without any reference or recourse to the Allottee/s; and (ii) the Promoter/Developer shall be entitled to adjust and recover from the Allottee/s (a) pre-determined and agreed liquidated damages equivalent to [●] % of the said consideration ("**Liquidated Damages**") along with any losses that may accrue to the Promoter/Developer, by reason of such termination including any diminution in price or market value of the said Premises prevailing at the time of termination, (b) brokerage fees (c) all other taxes and outgoings, if any due and payable in respect of the said Premises upto the date of Promoter's/Developer's Termination Notice, (d) the amount of interest payable by the Allottee/s in terms of this Agreement from the date of default in payment till the date of

Promoter's/Developer's Termination Notice as aforesaid and refund the balance, if any, to the Allottee/s. Upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter/Developer and/or the said Premises and/or the car park/s and that the dispatch of the said cheque towards refund from the Promoter/Developer to the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents irrespective of whether the Allottee/s accept/s or encash/s the cheque or not, will tantamount to Promoter/Developer having refunded amount due to the Allottee/s and the Allottee/s shall deemed to have accepted the same in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises. Further, upon termination of this agreement, the Promoter/Developer shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as GST, Stamp Duty, Registration Fees etc. Within a period of 30 (thirty) days of the Promoter/Developer's Termination Notice, the Promoter/Developer shall after deduction of the aforesaid Amounts, refund the balance amount of the said Consideration to the Allottee/s simultaneously, with the Promoter/Developer and the Allottee/s executing and registering the Deed of Cancellation of this Agreement, the stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Allottee/s entirely.

ANNEXURE-F

9. The said Project Amenities and the amenities in the said New Building that may be usable by the Allottee/s is listed in the **FOURTH SCHEDULE** hereunder written. The Promoter/Developer may charge the Allottee/s separately for any up-gradation/changes specifically requested or approved by the Allottee/s in fittings, fixtures and specifications requested or approved by the Allottee/s in fittings, fixtures and specifications and any other facility which have been done on the Allottee's request or approval but which have not been agreed upon herein.

ANNEXURE-G

11. DEFECT LIABILITY

11.2 That provided however, that the Allottee/s shall not carry out any structural alterations or additions or change of whatsoever nature in the said Premises and in specific to the structure of the said Premises and of the said New Building, which shall include but not limit to columns, beams, Slabs and/or ceiling or outer walls etc. It is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet, which may result in seepage of water. If any of such works are carried out without the written consent of the Promoter/Developer, the defect liability shall automatically become inoperative. The word 'defect' here means only the manufacturing and workmanship defect/s caused on account of willful neglect or omissions on the part of the Promoter/Developer, and shall not mean defect/s caused by normal wear and tear and by negligent use of the said Premises by the Allottee/s, vagaries of nature etc.;

11.3 That it shall be the responsibility of the Allottee/s to maintain his/her/their said Premises in a proper manner and take all due care needed;

11.4 Further where the manufacturer warranty as shown by the Promoter/Developer to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said Commercial Premises /building/phase/ wing, and if the annual maintenance contracts are not done/renewed by the Allottee/s the Promoter/Developer shall not be responsible for any defects occurring due to the same;

11.5 That the said New Building shall be as a whole conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the premises and the common amenities wherever applicable;

11.6 That the Allottee/s has/have been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20*C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect;

11.7 That it is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defects in materials used, in the structure built of the said Premises/said New Building and in the workmanship executed.

ANNEXURE-H

13. **FORMATION OF THE SOCIETY :**

13.2 Subject to Allottee/s having paid to the Promoter/Developer the entire consideration amount as well as all other sums due and payable hereunder and the Allottee/s having carried out all their obligations as hereunder stated, the Allottee/s shall, along with other Allottee/s of premises in the said New Building be admitted as member of the said Society.

13.4 The name of the said Society shall be solely decided by the Promoter/Developer.

13.5 The said Society shall admit all Allottee/s of premises in the said New Building as members, in accordance with its bye-laws.

13.6 It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold premises and other premises including un-allotted car parking spaces in the said New Building shall at all times, after the formation and registration of the said Society be and remain the absolute property of the Promoter/Developer, as the case may be.

13.7 The Promoter/Developer shall, even after formation of the said Society be entitled to deal and dispose off such unsold premises/ parking spaces as per its choice and on such terms and conditions and consideration as the Promoter/Developer may deem fit and proper and upon sale and transfer of such unsold premises/ parking spaces to the prospective allottee/s of the Promoter/Developer, the said Society shall not levy any kind of transfer charges from the Promoter/Developer or the prospective allottee/s and shall upon request made by the Promoter/Developer admit the prospective allottee as its member.

13.8 The Promoter/Developer shall be entitled, but not obliged to, join as a member of the said Society in respect of the unsold premises in the said New Building, if any.

13.9 Post the formation of the said Society, the said Society shall be responsible for the operation and management and/or supervision of the said New Building, and the Allottee/s shall extend the necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

13.10 The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the said Society, including in respect of (a) any documents, instruments, papers and writings, and (b) any professional fees charged by the Advocates and Solicitors engaged by the Promoter/Developer for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the said Society and their respective members/intended members including the Allottee/s, as the case may be, and the Promoter/Developer shall not be liable towards the same.

13.11 Till the entire development of the said Project Land/the said Layout Land/the said Property including additional subsequently amalgamated lands, if any to its full development potential has been completed in all respects, the Allottee/s and/or the said Society shall not interfere in any manner in any work of development or construction and the Promoter/Developer alone shall have full control, absolute

authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter/Developer in this regard and the Allottee/s shall not hinder or obstruct the Promoter in this regard or in the exercise by the Promoter/Developer of its aforesaid right. Till handing over of completed building and common facilities (amenities) by the Promoter/Developer to the said Society, the functioning of the said Society shall not be independent of Promoter/Developer and the over all control of Promoter/Developer shall be paramount so as to avoid differences and disputes between the parties.

ANNEXURE-I

14. The Promoter/Developer shall not pay maintenance charges of unsold vacant premises.

ANNEXURE-J

15.(vii) The above amounts are as per the present estimate and are subject to modifications by the Promoter/Developer at its sole discretion, not refundable and shall not carry any interest and no accounts or statements will be required to be given by the Promoter/Developer to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter/Developer. The amounts as mentioned in this Clause shall be deposited by the Promoter/Developer in a separate bank account in respect of the sums received from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the said Society or towards the outgoings and legal charges and shall utilize such amounts only for the purposes for which they have been received.

(viii) The Allottee/s further agree that till formation of Apex Body/ Society, the proportionate share of outgoings required to be paid as stated hereinabove, by the Allottee/s is determined, the Allottee/s shall pay to the Promoter/Developer provisional monthly

contribution as may be determined by the Promoter/Developer towards the said outgoings. The amounts so paid by the Allottee to the Promoter/Developer shall not carry any interest and shall remain deposited with the Promoter/Developer till the formation of the Society. The Allottee agree to pay any deficit in respect of the amounts mentioned in Clause CE/8644/WS/AK 15 (i) to (vi) above to the Promoter/Developer, within 21 (twenty one) days of demand made in respect thereof. Within 7 (seven) days of intimation from the Promoter/Developer that the said Premises is ready for possession, but prior to taking actual possession thereof and notwithstanding the actual possession of the said Premises has been taken by the Allottee/s in pursuance thereof, the Allottee/s shall on or before 5th calendar day of every month, until conveyance of the said Layout Land (which includes the said Project Land) to the Apex Body, be liable to bear and pay the proportionate share of maintenance and operation charges, costs, dues, taxes, cess, levies and outgoings payable in respect of (i) the said New Building where the said Premises is located, (ii) the said Property including but not limited to the said Project Land with regards to all maintenance and operation costs and charges, statutory dues, annual ground rent, local taxes, property taxes, rates, duties, assessments, premiums, impositions, betterment charges or other levies including but not limited to Goods and Service Tax, all levies, duties and cesses and /or any other indirect taxes future levies/taxes) imposed by the concerned authorities, and also all outgoings and charges including but not limited to water charges, insurance, common electricity bills, sinking fund, repair and maintenance of common staircase, lifts, sanitation, firefighting equipment, salaries of clerks, bill collectors, watch and ward, security, sweepers and other personnel outgoings for the provisional maintenance and management of the said Property /Project Land including the said Premises, and the amenities and facilities, common lights and other outgoings, maintenance and operation charges such as collection charges, charges for and maintenance of accounts, incurred in connection with the said Property/Project Land or the said New Building and all other expenses and outgoings necessary and incidental to the provisional maintenance and management of the said Property /Project Land as well as the said Whole Project including the said Premises and management and maintenance of the said New Building as also the common services, internal roads, lights and

other conveniences, facilities, amenities and utilities as will be available in common for the Proposed Future Building to be constructed on the said Property/ Project Land.

(ix) The decision of the Promoter/Developer with regard to payment of any of the amounts mentioned herein, and the share and contribution payable by the Allottee/s, shall be final and binding on the Allottee/s who shall not, under any circumstances, raise any objection with regard to the same. Additionally, in the event the Promoter/Developer having paid or being required to pay any amount or sums by way of premium, betterment charges, development charges, transfer charges etc. to any Relevant Authority or other authority or the Government of Maharashtra, the same shall within [•] days of demand made by the Promoter/Developer in that respect, be reimbursed by the Allottee/s to the Promoter/Developer in proportion to the carpet area of the said Premises or as otherwise as may be determined by the Promoter/Developer. Non-payment of the sums within the aforesaid due date same shall constitute a breach of this Agreement. The Allottee/s authorize the Promoter/Developer to adjust/appropriate all such outstanding dues of the Allottee/s against any prior installment paid by the Allottee/s in such manner as the Promoter/Developer may deem fit, and the Allottee/s undertakes not to object/demand/direct to such adjustment by the Promoter/Developer.

(x) The Parties hereby agree that the terms of maintenance of various infrastructure, amenities and facilities by Promoter/ Developer till the formation of the Society and the Apex Body in the manner set out herein.

(xi) Further, the Allottee/s is aware and further agree and confirm that the Promoter/Developer, as a part of the said Whole Project, will set up multiple Sewage Treatment Plants (**STPs**), from which there will be water distribution to other buildings within the layout of the said Property. Furthermore, as required the Promoter/Developer shall comply with the terms and conditions imposed by the State Environment Assessment Authority granting environmental clearance and Maharashtra Pollution Control Board granting consent. The Allottee/s hereby agree to proportionately with other Allottees contribute such sums, as may be communicated by the Promoter/Developer towards such requirement. Further, upon

formation and handing over of operations to the Society, the un-utilized sums, if any, shall be handed over by the Promoter/Developer to the Society, the Society will be obliged to undertake maintenance of the STPs in the manner required under the aforesaid Minutes and the Applicable Laws.

(xii) Further, the Allottee/s has been made aware by the Promoter/Developer and the Allottee/s hereby agree and confirm that due to the natural landscaping and contour of the said Property, the Promoter/Developer will provide storm water drain(s) in the said Whole Project for the purpose of the drainage of the rainwater. The Society and the Apex Body (as and when formed) shall be liable to maintain the storm water drain(s). The Allottee hereby agree and confirm to bear and pay proportionate costs and charges as may be levied towards the maintenance and upkeep of the same. Necessary provisions in this regard shall be incorporated in the bye-laws of the Society and the Apex Body, as the case may be.

ANNEXURE-K

17. **CLUB HOUSE :**

17.1 The Promoter/Developer hereby represents that as extra additional facility has constructed a Club House on portion of the said Property. The construction of the said Club House has been carried out as per the specification and designs approved by the concerned development authority;

17.2. The said Club House has already been put in operation for use by members including the allottee/s of the said Completed Buildings on such terms and conditions as decided by the Promoter/Developer from time to time and subject to levy of such fees/annual/ quarterly/ monthly fees/membership fees as may be framed by the Promoter/Developer from time to time;

17.3 In addition to the said Consideration payable by the Allottee/s to the Promoter/Developer as mentioned in clause 3.4 hereinabove in respect of the said Premises, the Allottee/s shall pay to the Promoter/Developer a sum of Rs.[*]/- as agreed/settled amount of contribution for the Club House and its facilities and the recreation areas appurtenant thereto and the ancillary infrastructure pertaining thereto as may be

constructed/ installed in a phased manner by the Promoter/Developer;

17.4 The Allottee/s hereby agrees and undertakes to abide and observe and perform all the rules, regulations etc. as may be framed by the Promoter/Developer for use of the said Club House;

17.5 The Allottee/s hereby further agrees and undertakes to bear and pay all the outgoings, maintenance charges, repairs, renovation, instruments, articles, and other accessories and amenities as may be provided in such Club House in such proportion and manner as may be decided by the Promoter/Developer and provided in Clause 15 (v) hereinabove;

17.6 It is clarified that the basic intention of the Promoter/Developer for retaining the Club House unto itself and self management thereof by the Promoter/Developer till transfer to Apex Body, is better management of the Club House for ultimate satisfactory end use of the Allottee of the said Whole Project. The said Club House with proportionate undivided share underneath together with operations and management of the Club House shall be conveyed to the Apex Body in the manner set out herein;

17.7 On the formation of the Apex Body, the Apex Body shall decide the quantum and manner for payment of such amounts, deposits, etc. in respect of the Club House facility. The Allottee/s shall not object dispute or interfere with right of the Apex Body in respect of the handing over of the Club House to the Apex Body;

17.8 It is further understood between the parties hereto that the Promoter/Developer may at their sole option and discretion allow operation of said Club House and permit Allottee/s to use the same along with other purchasers even if the Promoter/Developer have not sold and allotted all the premises/units in the said New Building till the Club House is handed over to the Apex Body, however in such events the Allottee/s shall along with the other purchaser of premises bear and pay all such outgoings, maintenance charges, deposits, taxes etc. in such manner and proportion as the Promoter/Developer may decide. The Promoter/Developer shall not be held liable or responsible for payment Club House

charges, maintenance charges, etc. in respect of unsold premises and/or premises in the building under construction/ proposed construction;

17.9 In the event of the Allottee/s failing to pay such amounts or deposits etc., the Promoter/Developer shall be entitled to cancel and terminate such membership of the Allottee/s irrespective of the fact that the Allotee/s have paid the amounts mentioned in sub clause 15 (i) to (vi) hereinabove and the payment under clause 3.4 above;

17.10 Since the provisions for the said Club House is an extra additional facility due to the efforts on the part of the Promoter/Developer, the Promoter/Developer shall be entitled at their option to offer and provide facility of the Club House and its membership to the outsiders on such terms and conditions as they may desire. However, the same shall be subject to the rules and regulations as may be permitted for use, operation and conduct of the said Club House. Neither the Allottee/s nor the said Society shall be entitled to claim or demand any premium or otherwise (Save and except membership fees and proportionate outgoings, maintenance charges, nor shall object or dispute to the same);

ANNEXURE-L

18. **FORMATION OF THE APEX BODY :**

18.1 The Promoter/ Developer shall form an Apex Body in respect of all the Societies formed in respect of the said Completed Buildings, the said New Building and Proposed Future building as per the terms of the applicable law, within a period of 3 (three) months from the date of receipt of occupation certificate in relation to the last building to be constructed on the part of the said Layout Land and receipt of the entire Sale Consideration and other charges and deposits from all allottees/purchasers of the premises;

18.2 The Promoter/ Developer shall cause the said Owner, the said Ashok and M/s. Tulsiani Builders and Textiles Private Limited and M/s Chandumal Sons Private Limited being partners of the said Sahar Developers to convey/transfer/lease their respective portions of the said Layout Land (including Additional Plot/s, if decided to be developed by the Promoter/ Developer in the

manner envisaged herein) along with the club house, common areas & amenities, common infrastructure, sewerage treatment plant, water treatment plant, internal roads, internal RG, plinth area of building structure, amenities and facilities to the Apex Body so formed by executing and registering necessary Deed of Conveyance /Lease in favour of the Apex Body, within a period of 3 (three) months from the date on which the Apex Body is constituted or within a period of 3 (three) months from the date of issuance of occupation certificate in relation of the last building to be constructed as a part of the said Whole Project, whichever is earlier;

18.3 The Apex Body shall upon being registered or formed, pass the necessary resolutions confirming the terms, conditions, covenants, stipulations and provisions of this Agreement and all deeds, documents, instruments and writings related or incidental to this Agreement (executed or to be executed by and between the Parties hereto) or such of them as the Promoter/ Developer may require and agreeing and undertaking to be bound by the same and the Allottee/s shall vote in favour of such resolutions. Also, the said Project shall be deemed to be completed only on the completion of construction and development of the said Layout Land(inclusive of Additional Plot/s, if decided to be developed by the Promoter/ Developer in the manner envisaged herein) by consuming entire permissible construction potential on the said Layout Land (inclusive of Additional Plot/s, if decided to be developed by the Promoter/ Developer in the manner envisaged herein) in all respects and Occupation Certificate/s and/or Building Completion Certificate are obtained and all the conditions in the finally approved layout or amended layouts imposed by the local, public or statutory bodies or authorities in respect of the said Property (inclusive of Additional Plot/s, if decided to develop by the Promoter/ Developer in the manner envisaged herein) are complied with by the Promoter/ Developer (but not otherwise);

18.4 The Promoter/ Developer shall convey in favour of the Apex Body all its right, title and interest in the said Layout Land after:

(i) Handover of D. P .Road on on the said Property to MCGM;

(ii) Handover of Law Court and Court housing on the said Property and a garden reservation of the said Property to MCGM;

(iii) Handover of Amenity Space to MCGM.

18.5 Further, such Deed of Conveyance/Lease to be executed in favour of the Society/ Apex Body shall contain suitable provisions in respect of the use and maintenance of the common infrastructure/ services/facilities/amenities etc. as per the terms of this Agreement. The Deed of Conveyance/ Lease shall further contain such terms, conditions, covenants, stipulations and provisions including those contained in this Agreement as may be decided and determined by the Promoter/ Developer in their sole, absolute and unfettered discretion, including the following:-

(i) Covenants which shall run with the land and which shall be binding upon, the allottees and his/her/their/its heirs, executors, legal representatives, successors, transferees and assigns, as the case may be, and on the Society;

(ii) Covenant/s for right of way/access, if any, given and granted or to be given and granted to and in favour of the Promoter/ Developer of any contiguous or adjacent or Additional Plot/s and properties and/or any other person/s, over or through the said Layout Land (including the said Project Land) or any part thereof;

(iii) Declaration/s and confirmation/s of and from the allottees, the Society, and the Apex Body that they shall not to be entitled to or claim any easement or right of light or air, which would restrict or interfere with in any manner whatsoever, the free and unobstructed use and enjoyment of any portion of the said Layout Land by the Promoter/ Developer, for the purpose of development thereof and/or any other lawful purpose;

(iv) Declaration/s and confirmation/s of and from the allottees, the Society, and the Apex Body in respect to

the use of the common infrastructure/ facilities and amenities with the allottees of the premises developed on the said Property;

(v) Declaration/s and confirmation/s of and from the allottees, the Society and the Apex Body in respect of the sole and absolute authority of the Promoter/ Developer regarding sale, transfer, assignment and/or disposal of unsold premises and parking spaces, including additional construction, carried out on the said Property and/or in the said Project by utilizing and consuming the FSI, FAR and TDR or sale, transfer, assignment and/or disposal thereof and the Promoter's/ Developer's sole right to enjoy and appropriate the revenue, income and benefits thereof;

(vi) Declaration/s and confirmation/s of and from the allottees, Society in respect of the sole and absolute authority of the Promoter/ Developer regarding any contracts, arrangements, memorandums and/or writings executed for the said Project including appointment of any agency, firm or corporate body or person or any other organization or association to maintain and manage, control and regulate the said New Building, the said Completed Buildings and Proposed Building and/or said Project including power and authority to collect the entire outgoings, provisional charges and other amounts for such consideration and on such terms and conditions as the Promoter/ Developer may deem fit;

(vii) Declaration/s and confirmations of and from the allottees, the Society and the Apex Body in respect of maintenance of the specific common amenities pertaining to respective Buildings/ Wings and respective Common Amenities by the Society and/or Apex Body as the case may be;

(viii) The Conveyance Deed/Lease and all other documents to be executed in pursuance of this Agreement as also the bye-laws, rules and regulations in connection with the formation and/or registration of each of the Society and

the Apex Body shall be prepared and approved by the Advocates appointed by the Promoter/ Developer and the same will contain such covenants and conditions as the said Advocates shall think reasonable and necessary having regard to the development of the said Layout Land and construction of buildings thereon. Any stamp duty, premium, registration charges or other miscellaneous charges incidental to execution of such conveyance deeds/lease deed and other documents and writings shall be proportionately borne by all the allottees of premises/commercial units in the said Property(including the Allottee/s);

ANNEXURE-M

20. **RIGHT OF THE ALLOTTEE/S RESTRICTED TO THE SAID PREMISES ONLY :**

It is clarified that the right of the Allottee/s is/are and shall remain restricted to the said Premises agreed to be sold to him/her/them by the Promoter/Developer as per the floor plan annexed hereto and marked as **ANNEXURE "[•]"**and use and enjoyment of common areas and utilities in common as aforesaid and the Allottee/s shall not be entitled to claim any right to any open space or passage, staircase, open parking space, stilt/ pit parking spaces, basement parking, podium parking spaces or any other area in to or upon the said Property and/or the said New Building or any other space surrounding the said New Building or any of them in any manner whatsoever.

ANNEXURE – N

21. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/ DEVELOPER :

21.1 The said Sahar Developers has constructed buildings known as "Midas" and an additional building known as "Bonanza" on the part of the said Sahar Developers land in accordance with the building plans sanctioned by the MCGM and by utilizing their own FSI and by utilizing FSI to the extent of approximately 6850 sq. mtr. out of the FSI of the said Property with the consent and permission of the Promoter/Developer and sold commercial premises and units constructed therein on ownership basis to the Prospective Purchasers thereof;

21.2 In view of the Sahar constructing an additional building known as "Bonanza" in the manner provided hereinabove, the Compulsory Amenities Area required (as per the rules and regulations and bye-laws of the MCGM and/or under the Development Control Regulation, Greater Bombay, 1991) for further developing the said Sahar land, by mutual consent between the said Sahar Developers and the Promoter/Developer was agreed to be located at a suitable place in the said Property being developed by the Promoter/Developer and hence proper access was required to be made available to such Compulsory Amenities Area from Sir Madhuradas Vasanji Road and along the said Sahar Developers Land upto such Compulsory Common Amenities Area and indeed the said Sahar Developers granted irrevocable right of way and mean of access to the Promoter/Developer as provided hereinafter;

21.3 Thereafter, the said Sahar Developers by a Deed of Grant of Right of Way and Means of Access dated 6th October, 1994 have granted irrevocable full and permanent right of way and means of access with or without vehicles over along and under strip of land admeasuring 40 feet wide on the said Property to Promoter/Developer and its Lessees, Tenant and Occupant for the time being and from time to time and the other land in the vicinity as may be subsequently acquired by the Promoter/Developer and of all the buildings and structures from time to time and at any time be erected by the Promoter/Developer and/or standing or on any of them or any part thereof absolutely and forever;

21.4 The Promoter/Developer has been allowed in common with the said Sahar Developers to lay, under through or above the said right of way the pipelines for supplying water, Electric Cables, laying of services like water main, Drainage, Mahanagar Gas Connection and other conveniences as may be required and for the said purpose to dig open the said right of way as and when necessary for laying, repairing or replacing the same as necessary or desired for and in respect of lands of the Promoter/Developer of all the buildings and structures to be erected and/or standing from time to time. However, the Promoter/Developer and all deriving title through them shall at their own costs restore the said right of way to its original conditions;

ANNEXURE - O

24. **MORTGAGE / FINANCIAL ASSISTANCE** :

24.4 The Allottee/s agrees that the Promoter/Developer and/or the Financial institution/ Bank of the Promoter/Developer shall always have the first lien/charge on the Premises to the extent of all its dues and other sums/charges payable by the Allottee/s.

24.5 The Promoter/Developer shall be entitled to securitize the Consideration and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under law, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Consideration and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter/Developer, the Allottee/s shall be required to make payment of the Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

M/s. TULSIANI SUMER ASSOCIATES

Mr. Raghuvir Sadashiv Kuwelker
(through its Authorized Partners
Promoter/Developer)