M/S Real Infrastructure CO.

JAYDEEP GROUP

GAMI GROUP

To,

Maha RERA Authority,

6th floor, Housefin Bhavan,

Plot No C-21, E Block, BKC,

Bandra (E), Mumbai:-400051

Date :- 22/09/2022

Subject:- Deviation Report on Agreement for sale for the project named **Gami & Jaydeep Elanza (Tilak Siddheshwar CHS LTD)** CTS No 32(Pt)16 to 27 Village **Tilak Nagar** Taluka **Chembur 400089.**

Dear Sir,

This is to inform you that following are the NO deviations from the model form of Agreement as per Rule No 10 Clause No 1 whichever details are required we have filled those details and marked in yellow

1. **Clause No. 1(c) are modified**. The Allottee has paid on or before execution of this agreement a sum of Rs__________ (Rupees ________________________ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs ....(Rupees ....) in the following manner :-

   i. Amount of Rs......../-(........) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement

   ii. Amount of Rs......./-(..........) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

   iii. Amount of Rs....../-(...........) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

   iv. Amount of Rs......./-(.............) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

   v. Amount of Rs........./- (...........) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

   vi. Amount of Rs....../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..

   vii. Amount of Rs......./-(...........) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all

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101, RealTech Park, Plot No. 39/2, Sector-30A, Vashi, Navi Mumbai, Thane, Maharashtra - 400703.
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vi. Amount of Rs....../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..

vii. Amount of Rs......./-(...........) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../-(............) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

2. **Clause No. 7.1 are modified. Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
3. **Clause No. 7.2 are modified**. The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:
4. **Clause No. 7.4 are modified.** If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
5. **Clause No. 9.1 are modified**. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
6. **Clause No. 9.2 are modified**. The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the

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Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

7. **Clause no. 12 are deleted**. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.
8. **Clause No. 14(vii) are modified**. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
9. **Clause no. 17 are deleted.** PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE after the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot].
10. **Following Clauses are added :**

1. The Developers hereby declare and confirm that what is recited hereinabove with regard to the leasehold right, title and interest of the Society in respect of the Plot, and allotment of additional plot/tit bit area and development potential, inter alia, as contemplated by them in the Development Agreement in respect of development by construction of Building with Wings and the right of the Developers for development/redevelopment for construction of Building with Wings thereof under the development Scheme sanctioned/to be sanctioned hereafter with such modification as may be permitted by the Concerned Authorities/MHADA shall be treated as declarations/representations on their part and shall form integral part of this Agreement.

3b. As informed to the Promoters since the Purchasers have agreed to acquire and purchase the said Premises jointly each of them shall have following undivided share, right, title and interest to hold and have as Joint Tenants/Tenant –in-Common.

1) Purchaser No.1 ____%,

2) Purchaser No.2 _____%

In the event, the Purchaser/s have agreed to acquire the premises under these presents jointly, the consideration and other charges shall be paid in such manner as the Purchasers may deem fit/irrespective of their undivided share in the Premises.

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3c. The Purchaser upload/file Form No. GST R–I /Form GST, Annex-1 within due date prescribed in GST Law/Rule to enable the Developers to accept and avail the input tax credit if so available/permissible. If, the Developers unable to get the input tax credit of GST due to delay for non-filing of the prescribed form or non-payment of such GST amount to the Government within the prescribed period, the Developers shall have right to recover the amount of Laws of such input tax credit from the Purchaser. The Developers shall not be responsible for any tax penalty or interest demanded by the authority for delayed payment or non-payment of GST amount, provided if the Purchaser having timely paid such payment to the Developers otherwise the Purchaser alone shall be liable or responsible for delay in payment and reimburse the same to the Developers. Notwithstanding anything contained herein above and/or termination of these presents, if at any time any Court or authority hold that GST is not applicable for any period then the Developers shall claim refund of GST amount form the Government by submitting appropriate document and shall forthwith upon receipt of such refund of GST or any part thereof, repay to the Purchaser such amount so received.

3d. The aforesaid consideration shall be paid subject to statutory deduction (TDS) as applicable to the transaction and as contemplated under the Provisions of Section 194 (I) (A) of the Income Tax Act and on such deduction the Purchasers shall issue necessary Certificate of Deduction to enable the Developers to submit the same before the said Concerned authorities so as to get due adjustment thereof. In the event the Purchaser does not issue and submit such certificate of deduction, the Purchaser shall be bound and liable to pay to the Developers such amount of statutory deductions in accordance with the Law/Provisions of Income Tax Act as may be applicable.

4c. It is expressly agreed and understood that if the Developers carry out and complete the works of construction of brick walls, flooring, etc. as contemplated at Items (__) to (__) set out in the Schedule of payment in respect of the said Premises agreed to be sold/allotted to the Purchaser under these presents, while construction of other slabs and other work is being in process, the Purchasers immediately on requiring by the Developers, shall pay the amount of installments under Items (__) to (____) or such of them as set out in Schedule of payment depending upon completion of work. Time for making payment of the above amounts shall be the essence of the contract.

6a. The Purchaser, 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) modification(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 Developers with such permission, approvals which would enable the Developers to fulfill their 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 Purchaser understand and agree

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that in the event of any failure on their part to comply with the applicable guidelines issued by the Reserve Bank of India, they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

6b. The Developers accept no responsibility in this regard. The Purchaser shall keep the Developers fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Developers immediately and comply with necessary formalities, if any, under the applicable laws. The Developers shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser 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 Developers shall be issuing the payment receipts only in favour of the Purchaser only.

7a. In the event, the Purchaser being desirous of obtaining housing loan from any bankers or financial institutions so as to pay the balance consideration for purchase the said premises under these presents, the Purchaser shall be entitled to do so only after obtaining previous written consent from the Developers and only after their having complied with, fulfilled, observed and performed their part of the obligations contained under these presents and further undertake to do so. The Developers do not give guarantee to such finance or housing loan and the Purchaser shall apply for and obtain such housing finance/loan solely at their risk as to costs and consequences and shall indemnify and keep the Developers indemnified against any claim, demand or action being claimed, demanded or initiated by the bankers and/or financial institutions whosoever have sanctioned and/or disbursed such housing finance.

7b. It is further agreed and understood that in the event of the Purchaser having obtained sanction of housing finance, Purchaser shall inform in writing to the Developers of having their obtained sanction of such finance and confirm that the bankers/ financial institution shall disburse and pay the housing finance/loan as may have been sanctioned and approved directly to and in the name of the Developers alone. Such disbursement/payment shall be made by the bankers/financial institution by Cheque (crossed/Account Payee) /Pay Order/RTGS/NEFT directly in the name of the Developers and shall be informed to/handed over personally to the Developers. Acknowledgement, if any, by any unauthorized persons and/or the Purchaser herein shall not bind the Developers as having received such housing finance on behalf of the Purchasers.

7c. It is further agreed and understood that the Purchaser, subject to what is stated hereinabove, shall be free to offer their right under these presents only as and by way of security for repayment of such finance. The Developers shall not be called upon to sign or execute any further or other writings, confirmation, declaration or otherwise nor shall they be called upon to give any security of their right of development as envisaged and contemplated in the development Agreement to any bankers/financial institution. It is further agreed and understood that irrespective of the fact whether the Purchaser has obtained sanction of housing loan/finance from their financial institution in respect of the said premises, in the

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event of any delay in disbursement or failure in payment/disbursement of the balance consideration payable by the Purchaser to the Developers under these presents, the Purchaser alone shall personally be liable or responsible to pay the amount so payable under these presents and shall not claim any equity or otherwise on the ground of having not obtained disbursement or delay in disbursement of such amount by bankers/financial institution. The Purchaser shall pay amount so due and payable to the Developers from their own source of income.

7d. The transaction under these presents is for allotment of said premises to the Purchaser in the said Wing " ___" of the building to be constructed by the Developers on the property pursuant to the Authority given by the said Society under the documents executed in favour of the Developers. The consideration fixed under these presents is exclusive of payment of statutory charges or levies including GST as applicable/levy/search charge/duty, etc. by any authority or authorities of Government or Semi-Government. The Purchaser alone shall, in addition to the aforesaid consideration pay and/or reimburse to the Developers all such statutory, levies and charges including, betterment/ development/infrastructure charges, as may be payable, etc. as and if so levied by the Concerned Authorities and the Developers shall not be held liable or responsible for the same.

7e. In the event of delay or default in payment of any one or more installments on being payable under these presents, by the Purchaser and/or their Banker/Financial Institution the Purchaser personally shall be liable to pay such amount of interest as the Developers are entitled to as also 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 Developers. It is expressly agreed and understood by the Purchaser that due to force major events as contemplated hereinafter, in the event if the Developers are unable to hand over possession of the premises within stipulated period, (which is being tentative) the Purchaser shall not claim any interest or compensation on the ground that they being subjected to pay interest to their Banker/Financial Institution as the Banker/Financial Institution would consider to sanction/disburse the loan/finance only confirming/having notice of the terms of these presents.

8. The Purchaser hereby expressly declare and confirm that he/she has been disclosed by the Developers various terms, conditions, stipulations, etc. under the said Development Agreement entered into with the said Society in respect of the said Building permissions, orders, approvals, sanctions/NOC granted by various Concerned Authorities as recited hereinabove. The Purchaser independently as also jointly with the Purchasers of other premises in Wing "____" of the building, on taking possession of their respective Flat, shall comply with, fulfill, observe, perform and abide by all the terms, conditions, stipulations, etc. imposed by the said Society and/or the Concerned Authorities while giving/granting various permissions, orders, approvals, sanctions/NOC as aforesaid. It is expressly agreed and understood that the Purchaser shall specifically confirm.

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(a) That the building under reference is deficient in open space and MHADA will not be held liable for the same in future.

(b) That they have no objection for the neighborhood development with deficient open space in future.

(c) That they shall not held liable MHADA for failure of mechanical Parking System/Car lift in future.

(d) That they shall not held liable MHADA for the proposed inadequate/substandard sizes of rooms in future.

(e) That they shall not complaint to MHADA for inadequate maneuvering space of car parking's in future.

(f) That the relevant terms and conditions set out in the said I.O.D. and other permissions for which the Developers have given/are required to give necessary Indemnity/Undertaking in favour of MHADA shall be binding upon the Purchaser after possession of the new premises is handed over.

(g) The Developers an entitled to get extension of period under the provisions of RERA/MahaARERA for completion of the Development and the Purchaser hereby gives their irrevocable and unconditional No Objection. The Purchaser shall not object, dispute or challenge to all such terms and conditions as aforesaid.

10. The Developers hereby represent and declare and the Purchaser hereby confirm subject to what is contemplated in the Development Agreement, that:

(i) If due to any change in the Development Rules and Regulation or by introduction of any Policy by the Government of Maharashtra or other Concerned Authorities F.S.I. Rules and more F.S.I. becomes available (including on account of staircase, walls, lifts, balcony, passage, etc.) then in such event the Developers subject to the terms under the Development Agreement, shall be entitled to use, utilize, consume and exploit such F.S.I. on the said portion of the property constructing additional floor/s in the said Building in terms of the said Development Agreement.

(ii) The Developers shall be entitled to do and perform all such acts, deeds, things and matters and to sign, execute and admit execution of all such documents, deeds, writings, applications, forms, including modifications, changes, alterations, etc. in the said sanctioned plan and other permissions as they may in their absolute discretion so desire;

(iii) The Purchaser hereby agrees and undertakes that they shall not obstruct or object or dispute to the right, title and interest of the Developers in respect of such additional F.S.I. and/or T.D.R., premium FSI benefit, fungible FSI if available/permitted to the Developers/ Society as above in terms of the Development Agreement and shall do and perform all such acts, deeds, things and matters and to sign and execute all such requisite confirmations, applications, consent, etc., if so required, by the Developers.

(iv) The Purchaser hereby irrevocably agrees and undertakes that they shall not claim or demand any consideration/ amount or compensation or benefit from the Developers in respect

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of the such benefit of additional FSI including of Fungible FSI available to the Developers to use, utilize, consume and exploit the same by constructing additional floors on the the said building.

(v) The Purchasers of flats/Shop/Commercial Unit, etc. from the Developers in respect of the such additional floors which the Developers are entitled in terms of the Development Agreement to construct by use of such extra or additional FSI and/or TDR Premium FSI benefit shall be accepted and admitted as members and shareholders of the said Society and such Purchaser shall have all the privileges and entitled to avail of the common amenities as may be available to the Purchaser herein in the said building and/or the said Property.

(vi) It is expressly agreed and understood that the right, title and interest of the Developers in terms of the Development Agreement to avail the benefit of additional FSI and/or TDR, premium FSI benefit, fungible FSI to use, utilize and consume the same in the said property shall be absolute and permanent.

(vii) In the event in compliance of the provisions of the said Act (RERA/MahaRERA) and the Rules framed thereunder if any, consent from the Purchaser herein along with other Purchasers (percentage of which as specified under the said Act/Rules) of premises in the building being required, the Purchaser, on being requested shall give their consent and extent necessary co-operation without claiming any monetary or other benefits.

11. The Purchaser hereby confirm having granted their irrevocable power and consent to the Developers and agree:-

a) That the Developers and/or the Society as contemplated in the said Development Agreement shall be entitled to all FSI in respect of the said entire plot/property whether available at present or in future including the balance FSI, the additional FSI available under the Rules and Regulations of the Concerned Authorities/MHADA from time to time and/or by any special concession, modification of present Rules and Regulations granting FSI available in lieu of the road widening, set back, reservation or by way of Transfer of Development Rights (TDR) or otherwise howsoever that under no circumstances the Purchasers will be entitled to any FSI in respect of the said property nor shall they have any right to consume the same in any manner whatsoever.

b) That as provided in the said Development Agreement the Developers shall be entitled to sell the Flat/premises/shops and allot car parking space in the newly constructed "building___" as Free Sale Component.

c) That not to raise any objection or interfere with Developers/Society rights reserved hereunder and under the said Development Agreement.

d) That to execute, if any further or other writing, documents, consents, etc. as required by the Developers and/or the Society for carrying out the terms hereof and intentions of the Parties hereto.

e) That to do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications which the Developers and/or the Society in their absolute discretion deem fit for putting into complete effect the provisions of this Agreement.

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f) That the aforesaid consent, authority and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said premises is handed over to the Purchaser.

12. The Purchasers hereby confirm that the consideration for allotment of the premises to the Purchaser is fixed on the express understanding that the Purchaser alone shall pay various amounts, deposits, taxes, Government GST as applicable development and other charges, deposits, fees, various charges, etc. as mentioned under these presents and the Developers shall be reimbursed of all such claims, demands, taxes etc. on being claimed/demanded.

14. The Developers shall take insurance of workers under Workmen Compensation Insurance Policy for construction of the Building with Wings. In the event, if the Developers are required to take any Building Insurance under any statute, the Developers will take such insurance of the Building till completion of the construction and handing over the affairs their to the Society and shall transfer benefit of such insurance in favour of the Society of the remaining period of such insurance. The insurance shall be for the benefit of the Purchaser of the premises and at the time of handing over management of the Building, the Developers shall handover the insurance policy and other related documents to the Society.

15. The Developers hereby agree that they, before handing over possession of the said premises to the Purchaser which will be handed over after the Developers having offered make full and true disclosure of the nature of their title as to development as well as encumbrances, if any, including any right, title and interest or claim of any party or persons whosoever in and over the said property and subject to the rights, entitlement and benefits of the Society and its members in terms of the Development Agreement shall as far as practicable ensure that the said Building is free from all encumbrances and that the Developers have absolute clear and marketable title to the said premises.

16. After the Developers hand over management of the Building, the said Society shall preserve and maintain the various documents such as title document, copies of I.O.D., Commencement Certificate, subsequent amendments, Occupation Certificate, canvas mounted plans, soil investigation reports, RCC details and plans, structural stability reports, details of repairs carried out in the Building, supervision certificates of Licensed site supervisor, various NOCs and completion certificates issued by licensed surveyor/Architect, CFO, etc. The Society and the Purchasers shall be responsible to carry out periodical structural audit of the building along with fire safety audit from time to time as per requirement of CFO through authorized agency of MCGM/MHADA and shall preserve and maintain the subsequent periodical structural and fire audit reports and repair history of the said building and shall comply with fulfill and abide by the terms of all the permissions/sanctions certificates, etc., issued/to be issued hereafter by the Concerned Authorities.

21. i) Non-availability of steel, cement, other building material water or electric supply;

ii) Due to any order, injunction or stay if granted by Court of law or Concerned Authorities;

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iii) Due to any act of omission or commission by the Society and/or its Members;

iv) Any other cause/causes beyond control and not attributed to the willful delay on the part of the Developers;

v) Due to any delay in grant/issuance of further and other permissions, Orders, approvals, Certificates, Occupation Certificate, etc. by the Concerned Authorities including MCGM/MHADA;

vi) Delay in construction due to nuisance caused the Owners/Occupants of neighboring building and/or the said Society/its Members;

vii) Non issuance/delay in issuance of requisite permissions orders/approvals /certificate, etc.

26b. The Purchaser hereby agrees to abide by, comply with and fulfill all the said terms, conditions and obligations including payment of certain and specified amounts as contained in the said Development Agreement and shall become member and shareholder of the said Society and shall pay the requisite amounts including towards admission fees, share money, etc. Upon the Developers offering possession of the said premises and the car parking space allotted under these presents, the Purchaser shall bear, pay and discharge all the outgoings, taxes, maintenance charges, etc. as may be demanded by the said Society. The Purchaser hereby agrees and undertakes to indemnify and keep the Developers indemnified against all such claims or demands by the said Society.

26c. Upon the Developers handing over possession of the said premises and the car parking space and submit necessary and requisite forms to the said Society, the Purchaser shall sign and execute all such further and other documents, writings, applications, forms, undertakings, etc. as may be required by the said Society and shall abide by, comply with, fulfill, observe and perform all the rules, regulations and bye-laws of the said Society.

28. The Building to be constructed as aforesaid shall, always be known as "ELENZA" or by such other name as may be desired by the Developers. This covenant shall at all times be binding upon the successors in title of the Purchasers.

30. It is expressly agreed and understood that the Developers shall not be held liable or responsible to bear pay and discharge any amount towards taxes, rates, outgoings, maintenance charges, electricity and water charges, etc. in respect of the unsold premises/flats/car parking, etc. The Purchaser herein shall not, either individually or with other Purchasers, claim for or demand any such amounts from Developers. All the benefits including towards payment of taxes, maintenance and other charges in respect of the unsold premises/parking space, even after possession of other premises are handed over to other Purchaser from the Developers shall exclusively belong to the Developers alone.

31. The Terrace space in front of or adjacent to the terrace flats/premises in the said building, if any as per the sanctioned plan shall be permitted to use exclusively to the respective Purchasers of the terrace flats/premises and such terrace spaces are intended for the exclusive use of the respective terrace flat/premises Purchaser as the use thereof has been permitted to

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use to him/ her/them. Subject however, to the bye laws and other circulars/ resolutions of the Society and terms imposed/ to be imposed.

32. In respect of the unsold flats/units/commercial premises and Car parking's if any, after the Developers obtained Occupation Certificate/Part Occupation Certificate from the Municipal Corporation of Greater Mumbai/MHADA, the Promoter/s while reserving right to use, occupy, possess or enjoy by themselves/their Directors or nominees till they actually sale and allot shall reimburse only the property tax, if so, claimed and demanded by the Concerned Authorities of MCGM/MHADA including Assessment and Collection Department in respect of the unsold flats/premises/units and that the Developers shall not be held liable or responsible to contribute any amount towards sinking fund, repairs, water charges, gardening, security charges, etc. or for any other funds, deposits, etc. which the Society may claim from the Flat/premises/units Purchaser occupying their respective premises, under its Bye-Laws or Rules and Regulations. The Developers shall also be entitled to offer the unsold Flats/premises/units as security for any loan/finance either availed/ to be availed.

33a. In the event the Developers decide to provide gymnasium/extra facility for physical fitness/entertainment on stilt or such other place as may be permissible/to be approved by the Concerned Authorities, the Purchaser herein and all other Purchasers of flat/premises/units in the building shall be liable to pay to the Developers such amount of amounts as may be fixed by the Developers towards providing such facility. The amounts so paid shall not be refundable nor the Developers shall be required to render any accounts in respect thereof. On handing over the management and affairs of such extra facility, the Society shall undertake management of such facility and be further entitled to claim, recover, demand and receive such amount or amounts towards maintenance, repairs, replacement, etc. of such facilities. The Purchaser shall not be entitled to refuse to pay such amount irrespective of fact whether they agreed to avail such benefit or not.

36. The Purchaser shall pay to the Society the requisite amount of entrance fees and 6 (six) months maintenance in advance as may be claimed and demanded by the Society as also a sum of Rs.________/- towards membership fees and Rs.________/- being cost of ___ shares of Rs.50/- each and Rs._________/-towards deposit. Such amount shall be paid directly in the name of Society before taking possession of the premises/flats/units.

37. On the management and affairs of the Building are handed over which are to be handed over after all the premises/flats/untis are disposed of and the consideration and other amounts being fully recovered, the said Society being the Lessee shall raise bills periodically on the Purchaser in respect of his/her/their proportionate share of payment of outgoing for the said premises in advance for each month from the date of Occupation Certificate and the Purchaser shall duly pay and discharge the same regularly within 7 (seven) days of the date of the bills and Purchaser shall not withhold the same for whatsoever reason.

38. The Developers shall be entitled to enter into Agreements with other Purchasera in respect of the other flats/premises/units available to them for free sale under the said Development Agreement on such terms and conditions as the Developers may deem fit or alter

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the terms and conditions of the Agreement already entered into by the Developers with the other Purchaser, if any, without effectively prejudicing the rights of the Purchaser in the said premises under this Agreement.

39. The Developers shall, if necessary, become the member of the Society in respect of their rights and benefits with regard to unsold Flats/units/premises or otherwise. If the Developers deal with or transfer, assign and dispose of such premises/flats/units or rights and benefits under the said Development Agreement, at anytime to anybody, and realized/ recovered all the amounts/consideration, etc. and after necessary intimation in writing being given by the Developers, then, the respective assignee, transferee and/or the Purchaser thereof shall become members of the Society in respect of the said rights and benefits. The Purchaser herein will not have any objection to admit such assignee, transferee and/or Purchaser as the Member of the Society without any charges whatsoever.

40. As recited hereinabove and as recorded in the Supplementary Agreement executed between the Society, the Developers herein and M/s. Global Homes, the Society, in compliance of its obligations under the Consent Terms dated ____________, has provided through the Developers to M/s. Global Homes an area of 14900 sq.ft. in the form of ______ premises for which the said Global Home have agreed to pay the cost of construction and other amounts within the time and in the manner as envisaged thereunder and subject to such terms and conditions the said Global Home either retain for itself or deal with and allot such premises to their intending purchasers/allottees on whom all the terms and conditions of the Development Agreement as also the Bye-Laws of the Society shall be binding upon them.

41. xi) Not to use any parking space i.e. stilt/ mechanical slot, if so permitted, to use for any other purpose save and except parking of personal vehicle and not to close such space in any manner whatsoever;

xii) In the event the Developers and/or the Society require the Purchaser to temporary vacate the parking space so as to enable other Purchasers of flats/premises/units in the building to have temporary use for social or other events/function, the Purchaser shall extend necessary co-operation by temporarily discontinuing such use as parking and facilitate the other Purchasers of the building;

xv) Not to use any open space either in front or rear side of the flat/premises/units any open space nor to cover the same in any manner temporarily or otherwise and not to store or display any articles, goods, etc.

xvi) Not to dry the clothes or hang any clothes on any of the windows of the said flat/premises/units, but shall use the dry balcony and space for that purpose.

xvii) Not to do or suffered to be done anything to the Building, entrance, lobbies, staircase, etc. which may be against the Rules, Regulations and bye laws of the Concerned Local and public bodies and/or which may be consistent with or in breach of the various permissions, sanctions, etc. granted by the Concerned Authorities.

xviii) Not to encroach upon external and/or internal ducts, voids areas attached to the flat/premises/units by constructing permanent or temporary work by closing and/or using it.

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The said duct area is strictly provided for maintenance of service, utility such as plumbing, pipes, cables, etc.

xix) Not to affix or put any dish antenna, A.C. Condenser units outside the flat, due to which likely possibility to spoil the exterior elevation of the building. However, common dish antenna can be installed on the terrace of of the building.

xx) To keep and affix outdoor A/c units only in the location/ space specified by the Developers to the flat/premises/units.

xxi) That whenever the washing machine shall being installed, flexible outlet of the same shall be connected to the outlet provided in the wall through on elbow and pipe piece only and such installation must be done as per manufacturers instruction and through professional/qualified plumbers only to avoid any further maintenance problems in future.

xxii) Not to affix or put any grills outside the window as well as not to changes material, color, holes, windows, chajjas, railing, etc. due to which likely possibility to spoil the exterior elevation of the flat/premises/units and of the building.

xxiii) Not to put or keep plant pots, signboards and/or any object outside the windows.

xxiv) In case of purchase of Shop/premises/Commercial unit

i) not to keep any Articles, stores, goods, as also not to use and/or cover up the front open space in any manner whatsoever nor to park or permit to park any vehicles on front side of the premises and/or open space in compound of the building/ plot.

ii) to affix a sign board only on the space above the main door of the premises.

iii) not to use of the premises for hotel/dance bar, or any unlawful, illegal, immoral or other purposes as prohibited by the concerned authorities of MCGM and State Govt.

iv) to separately insure such premises.

v) not to change the internal/external work including of doors, windows etc.

vi) not to dismantle the flooring nor to underlay such flooring of the premises.

42. In addition to payment of GST, so payable development charges etc., as contemplated hereinabove, if by reason, of any amendment to the constitution or enactment or amendment of any existing law or on introduction or enforcement of any statute, circular or notification by any Government (Central or State) this transaction is held to be liable to any other levies/tax's as a sale, service General service or otherwise in whatever form either as a whole or in part any inputs or materials or equipment's used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Purchaser along with other Purchaser on demand at any time and the Developers shall not be held liable or responsible.

43. All the deposits payable to the MCGM/MHADA, Electricity Board, Reliance Energy, Adani Energy, Mahanagar Gas Nigam for water connection and electricity charges, drainage, telephone Gas connection or of permanent deposits or any charges to any Concerned Authority, in respect of the said building which become payable shall be paid or reimbursed to the Developers by the Purchaser.

45. Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement or any forbearance of giving of time to the Purchaser by the Developers shall not be

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construed as a waiver on the part of the Developers of any breach or noncompliance of any of the terms and conditions of this Agreement by the Purchaser or shall the same in any manner prejudice the rights of the Developers.

46. The Developers shall have full right and absolute power and authority and will be absolutely entitled to raise moneys for development by construction of the Building or otherwise and to keep their right of Development under the said Development Agreement and the premises, etc. available to them of free sale as security for repayment thereof and the Purchaser hereby confirms the same.

47. The Developers shall in respect of any amount remaining unpaid by the Purchaser under this Agreement have first and express lien and charge on the said Flat/premises/units agreed to be purchased/acquired by the Purchaser.

48. It is expressly and specifically agreed understood and confirmed by the Purchaser that, under the Development Agreement executed by the said Society, the Developers shall have full right, power and absolute authority to deal with or dispose of the unsold premises/Flats/Units available to them for free sale and allot/granting/permissions to use car parking spaces, etc. which are in the name of the Developers or their nominee to the person or persons of their choice and to their absolute discretion to which the Purchaser herein and other Purchasers shall have no right or authority to object or challenge the same. The Developers shall hold such unsold premises/Flats/Units in its name and not as Member/s of the said Society but as absolute Developers thereof and it shall not be subject to or governed by the Bye-Laws, Rules and Regulations of the Society. The Developers shall not pay any maintenance charges, outgoings, Municipal taxes or any other charges in respect of such unsold premises/flats/units, to the Society. The Developers shall have the unqualified and unrestricted right and authority to sell and dispose of such unsold premises, car parking, etc. to any person of the Developers choice.

49. It is expressly agreed and confirmed by the Purchaser that they shall be bound and liable to bear and pay and discharge their proportionate share of taxes, rates, charges, cesses, maintenance charges and all other expenses, penalties, premium duties and outgoings payable in respect of the said flat agreed to be purchased by the Purchaser under this Agreement, after expiry of ___ (______30_) days from the date of Developers/Society intimates to the Purchaser to take possession of the said premises agreed to be purchased by the Purchaser. Such date of handing over the possession of the said premises will be intimated by the Developers/Society to the Purchaser at his/her/their address given hereafter by Post Under Certificate of posting/Email-ID, if so provided. The intention of the parties hereto being clear that irrespective of the fact whether the Purchasers takes possession of the said Flat agreed to be purchased by him/her/them under these presents on the date intimated by the Developers/Society as aforesaid or not, or whether the Developers/Society demand for the same or not, the Purchaser shall without any reservation or objection bear pay and discharge their share of the aforesaid taxes, charges, cesses, rates, maintenance charges expenses, penalties, duties, premium and outgoings, etc. of the said flat/premises/units and of the said building. The decision of the

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Developers/and the said Society as regards the time period, proportion of the amount demanded shall be final and binding upon the Purchaser.

62. The Developers are entitled and have every right to display/fix their brand name and logo on any part of the Building including on terrace/entrance as they may decide and shall pay outgoings and other charges in respect thereof.

64. The Purchaser hereby nominate Mr/Mrs. __________being one of his/her heirs to avail the benefit of these presents and tender compliances of the terms hereof in the event of death/insolvency or incapacity to contract on the part of the Purchaser.

For M/S. Real Infrastructure Co.

For M/S. REAL INFRASTRUCTURE CO.

Partner

KD

Partner