

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“this Agreement”) is made at Mumbai, on this _____ day of _____ in the Christian year Two Thousand and Seventeen (2017):

BETWEEN:

AJMERA REALTY AND INFRA INDIA LIMITED (formerly known as Shree Precoated Steels Limited), a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Citi Mall, Link Road, Andheri West, Mumbai 400 053, through its division Anik Development Corporation, hereinafter referred as “**the Developer**” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the **ONE PART**;

AND

M/s. VIJAY NAGAR APARTMENTS, a partnership firm incorporated and registered under the provisions of the Indian Partnership Act, 1932 and having its principal place of business Citi Mall, Link Road, Andheri West, Mumbai 400 053, hereinafter referred to as “**the Co-Developer**” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and includes the Partners for the time being and from time to time constituting the said Partnership firm, the survivor or survivors of them, the heirs, executors and administrators of such last survivor) of the **SECOND PART**

AND

Mr./Mrs. _____

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

OR

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

OR

_____ Limited,
a company incorporated under the provisions of the Companies Act, 1956 and
having _____ its _____ registered _____ office _____ at

hereinafter referred to as “**the Purchaser/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual/s his/her/their heirs, executors, administrators and permitted assigns, in case of partnership firm/s, partner/s for the time being of the said firm, the survivor/s of them and the heirs, executors, administrators and permitted assigns of the surviving partner and in case of a limited company, its successors and permitted assigns) of the **OTHER PART**.

The Developer, the Co-Developer and the Purchaser/s are hereinafter individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

WHEREAS:

- A. One Ardhesir Shapurji Narielwala (hereinafter referred to as “**Ardhesir**”) was the owner of and/or otherwise well and sufficiently entitled to and in possession of several pieces and parcels of landhereditaments and premises in Village Anik, Taluka Kurla in Mumbai Suburban District and admeasuring in the aggregate approximately 90 Acres and 18 Gunthas equivalent to 3,66,038.46 square meters or thereabouts (hereinafter referred to as the “**said Larger Property**”).
- B. The said Ardhesir by and under his last will and testament dated 18th March, 1933 appointed his wife Mrs. Behrozbai Narielwala, his two sons Mr. Navroji Ardhesir Narielwala, Mr. Phirojshah Ardhesir Narielwala and his son-in-law Mr. Navroji Rustomji Adenwala as the Executrix, Executors and Trustee respectively of his will and testament dated 18th March, 1933. The said

Ardheshir died at Bombay on or about 9th day of November, 1937. The said will dated 18th March, 1933 was duly proved by the said executors. The said Behrozbai Narielwala and Navroji Rustomji Adenwala died at Bombay on or about 21st day July, 1947 and 23rd day of November, 1960 respectively.

- C. By a Deed of Transfer dated 27th November, 1972, (1) Navroji Ardheshir Narielwala and (2) Phirojsha Ardheshir Narielwala, (being the surviving executors of the will dated 18th March, 1933 of the said Ardheshir) transferred the said Larger Property to and in favour of (1) Navroji Ardheshir Narielwala (2) Phirojsha Ardheshir Narielwala (3) Rustomji Ardheshir Narielwala and (4) Shapurji Ardheshir Narielwala, (hereinafter collectively referred to as “**said Narielwalas**”). Accordingly, by virtue of the aforesaid Deed of Transfer dated 27th November, 1972, the said Narielwalas became the owners of the said Larger Property.
- D. By and under an Agreement dated 11th June, 1981 made by and between the said Narielwalas and one M/s. Vijay Nagar Apartments, a partnership firm being Co-Developer herein, the said Narielwalas have assigned, transferred all their right, title and interest in respect of the said Larger Property. Thus, by virtue of the said agreement dated 11th June, 1981 the Co- Developer acquired the entitlement to develop the said Larger Property.
- E. The said Larger Property was sub-divided naturally into various smaller plots of land and such sub-divided plots were assigned separate CTS Numbers.
- F. Out of the total holding of the said Narielwalas in relation to the said Larger Property, a total area of 71 Acres and 26 Gunthas equivalent to 2,89,957.48 square meters was declared as non-surplus and was held as retainable land under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 (hereinafter referred to as “**the Retained Property**”).
- G. By and under a Deed of Conveyance dated 29th August, 2000, made and executed by the said Narielwalas and the, the said Narielwalas sold, transferred and conveyed to and in favour of the Co-Developer, the Retained Property at and for the consideration and on the other terms and conditions

more particularly mentioned therein. The said Deed of Conveyance dated 29th August, 2000 is duly registered with the Sub-Registrar of Assurances at Mumbai under number BBJ-6892 of 2000. The said Deed of Conveyance dated 29th August, 2000 was rectified by and under a Deed of Rectification dated 18th October, 2000, wherein certain survey numbers, CTS numbers and areas of each sub-divided plot comprising the Retained Property were rectified and clarified in greater detail. The said Deed of Rectification dated 18th October, 2000 is duly registered with the Sub-Registrar of Assurances at Mumbai under number BBJ-7773 of 2000.

- H. In the circumstances, the Co-Developer became entitled to the Retained Property as the sole and absolute owner thereof.
- I. The Co-Developer, one Ajmera Housing Corporation and one Ajmera Water “N” Amusement Park Private Limited have come together and formed a partnership in the name and style of M/s. Anik Development Corporation for the purpose of development of the Retained Property and accordingly development of the Retained Property was commenced by M/s. Anik Development Corporation.
- J. The said Anik Development Corporation was converted into a Private Limited Company (incorporated under the provisions of the Companies Act, 1956) known as Anik Development Corporation Private Limited (hereinafter referred to as “**ADC Company**”). Subsequently, the said ADC Company was amalgamated with Shree Precoated Steels Limited by virtue of an order dated 10th August, 2007 passed by the Hon’ble High Court of Judicature at Bombay in Company Petition Nos. 464 of 2007 and 465 of 2007.
- K. Thereafter, the name of Shree Precoated Steels Limited was changed to Ajmera Realty and Infra India Limited (being the Developer herein) and a fresh certificate of incorporation dated 5th May, 2008 was issued by the Registrar of Companies, Maharashtra stating therein that the name of the Developer stands duly changed to Ajmera Realty and Infra India Limited that the name of the Co-Developer remained in the column of holder of the Retained land in the Property Register and as such at the request of the Developer the Co-developer has agreed to join in execution of this

Agreement.

- L. The Developer has pursuant to acquisition of the Retained Property, commenced and completed development of the certain portions of the Retained Property and presently a residential complex popularly known as “**Bhakti Park**” stands constructed on such portion.
- M. The Plots bearing CTS Nos.1A/1, 1A/2, 1A/3 and 1A/6 admeasuring (as per the Property Register Cards) 3,022.20 square meters, admeasuring 97,434 square meters, admeasuring 6,753.3 square meters and admeasuring 4,522.70 square meters respectively and thus admeasuring in aggregate 1,11,732.2 square meters (as per the property register cards in respect thereof) of Village Anik, Taluka Kurla in the registration district of Mumbai Suburban (hereinafter referred to as “**the said Layout Property**”) form a part of the Retained Property. The said Layout Property is more particularly described in the Part A, Part B, Part C and Part D respectively of the **First Schedule** hereunder written and is shown as marked in red colour boundary lines on the plan annexed hereto and marked as **Annexure ‘A’**. The Property Register Cards in respect of the said Layout Property are annexed hereto and marked as **Annexures ‘B to E’** respectively.
- N. As per the Property Register Cards in relation to the said Layout Property:
- a. The land bearing CTS No. 1A/1 admeasuring 200 square meters is shown as a protected forest (Mangroves).
 - b. Out of the land bearing CTS No. 1A/2 admeasuring 97,434 square meters in the aggregate, an area admeasuring 2900 square meters shown as a protected forest (Mangroves).
- O. The Developer has informed the Purchaser/s and the Purchaser/s has/have conducted site visits to the said Layout Property and has ascertained that the said Layout Property is bounded and fenced and that there are in fact no existing mangroves or forests on the said Layout Property. The Developer has further informed the Purchaser/s that the Developer has already made the requisite applications to the concerned authorities for deletion of the earmarking of the parts of the said Layout Property as protected forest or

mangroves from the relevant Property Register Cards and such applications are presently pending.

- P. Within the said Layout Property, there are certain buildable reservations of a Market admeasuring 2,000 square meters and Dispensary, Maternity Home and Welfare Centre admeasuring 1,700 square meters affecting the said Layout Property, as per the Development Plan remarks issued by the MCGM (hereinafter referred to as “**the said Reservations**”) and which Reservations may be developed by the Developer and/or its associate companies. In addition to the said Reservations, in order to undertake the development of the said Layout Property, the Developer is required to leave an open space area for Recreation Grounds (15% for Layout), as per the applicable provisions of the Development Control Regulations for Greater Mumbai, 1991 (hereinafter referred to as “**DCR**”). The Developer may hand over the area of the said Reservations out of the said Layout Property (with or without construction, as the Developer may deem fit and proper) to the MCGM or the Government of Maharashtra or other concerned authorities and accordingly, for the purpose of such handing over certain parts of the said Layout Property will be sub-divided and the net area of the said Layout Property would undergo changes pursuant to such handing over. The Developer shall be solely entitled to the compensation receivable in lieu of such handover or surrender of the said Reservations to the concerned authorities including any compensation by way of issuance of development potential by whatever named called including inter alia all FSI and TDR under Clause 5 (viz. in lieu of the land to be surrendered) and Clause 6 (viz. in lieu of developing/constructing the amenities of the said Reservations) of Appendix VII (Regulation 34) of the DCR.
- Q. After considering the areas earmarked as protected forests, the area earmarked for the said Reservations and the area to be left as open spaces in the form of Recreation Ground, a certain net plot area is available for the purpose of construction on the said Layout Property and which net plot area is presently only tentative will undergo changes and stand increased in the event of deletion of the earmarking of the parts of the said Layout Property as protected forest or mangroves from the relevant Property Register Cards as

applied for by the Developer. Accordingly, even as of today, not considering the area out of the said Layout Property, which is erroneously earmarked as protected forests or mangroves as aforesaid and leaving aside the area of the said Reservations and the open space requirements for the Recreation Grounds, the said Layout Property has certain development potential which can be consumed thereon today and on deletion of the earmarked as protected forests or mangroves, as aforesaid the development potential of the said Layout Property would be further enhanced and be increased and become available for consumption on the said Layout Property to the Developer.

- R. The Municipal Corporation of Greater Mumbai (hereinafter referred to as "**MCGM**") has already sanctioned the layout for construction on the said Layout Property on or about 26th May, 2009, whereby considering the then available development potential of the said Layout Property (which already stands increased as of the date hereof by virtue of the amendments to the DCR as stated herein below), MCGM has sanctioned construction of 13 (thirteen) number of buildings on the said Layout Property.
- S. The Developer had made an application to the MCGM and have obtained the sanction of the plans in respect of 1 (one) residential building to be constructed on a part of the said Layout Property. The MCGM has issued in favour of the Developer an Intimation of Disapproval dated 24th November, 2015 bearing number CE/6709/BPES/AM and amended on 26th July, 2016 bearing no. CE/6709/BPES/AM (hereinafter referred to as "**the IoD**"). A copy of the IoD is annexed hereto and marked as **Annexure 'F'**.
- T. By and under an order dated 30th April, 2012 passed by the Collector, Mumbai Suburban District, tenure of part of land bearing CTS No. 1A/2 admeasuring 64,457.36 square meters out of the said Layout Property is changed from Agricultural to Non-Agricultural, subject to the terms and conditions mentioned therein.
- U. Subsequent to the issuance of the IoD, the DCR were amended *inter alia* by virtue of G.N.No.CMS.4311/462/CR-58/2011/UD-11, dated 6th January, 2012 and by virtue of such amendment, the erstwhile sub-regulations 35 (2) and 35

(3) of the DCR were substituted by new sub-regulations 35 (2), 35 (3) and 35 (4) and a new concept of compensatory fungible FSI (hereinafter referred to as “**Fungible FSI**”) was introduced in the DCR under sub-regulation 35 (4) thereof. Pursuant to the approval of the plans in the manner aforesaid, the MCGM has also issued a Commencement Certificate dated 28th April, 2017 bearing number CE/6709/BPES/AM and has thereby authorized the Developer to commence construction of the new building on the part of the said Layout Property .The said CC has been revalidated from time to time by endorsements made thereon by the MCGM in accordance with the plans approved by the MCGM on 26th July, 2016. The last of such revalidation has been endorsed on the CC on or about 28th April, 2017 in terms of the last approved plans dated 26th July, 2016 for the Building No.2. (hereinafter collectively referred to as “**the Revised Building Approvals**”). A copy of the said letter dated 26th July, 2016 is annexed hereto and marked as **Annexure ‘G’** and the CC dated 28th April, 2017 duly revalidated is annexed hereto and marked as **Annexure ‘H’**.

- V. It is proposed that as per the layout sanctioned by the MCGM on or about 26th May, 2009, and as per the Revised Building Approvals and further amendments thereto as stated hereinafter the Developer would be constructing on the said Layout Property in aggregate,13 (thirteen) number of buildings viz. Building No.1, Building No.2, Building No.3, Building No.4, Building No.5, Building No.6, Building No.7, Building No.8, Building No.9, Building No.10, Building No.11, Building No.12 and Building No.13 (hereinafter collectively referred to as the “**Proposed Buildings**”).It is clarified that the Revised Building Approvals at present only envisaged the construction of two multistoried building on the portion of the said Layout Property bearing CTS No. 1A/1, 1A/2, 1A/3, and 1A/6 and the Developer shall from time to time be making applications to the concerned authorities for the purpose of construction of the additional buildings (being the Proposed Buildings) as aforesaid for the purpose of construction on the said Layout Property.
- W. The Developer shall be undertaking the development of the Proposed Buildings in a phased manner and initially the Developer proposes to

construct a multistoried building being Building no. [2] on a part of the said Layout Property bearing CTS No. 1A/2, to be known as **“Ajmera Treon”** (hereinafter referred to as **“the said Building No.2”**).

- X. In the 53rd meeting of the State Environmental Impact Assessment Authority (hereinafter referred to as **“the SEIAA”**) held on 22nd November, 2012 and 23rd November, 2012, the SEIAA has accorded approval to grant the requisite environmental clearance to the said Project for the construction of the said Building No.2 on the portion of the said Layout Property bearing CTS No. 1A/1, 1A/2, 1A/3, and 1A/6, as aforesaid.
- Y. It is proposed that the said Building No.2 shall have parking spaces up to the 6th (Sixth) Floor, Parking, along with recreational amenities on the 6th (Sixth) Floor and shall have residential flats from the 7th (Seventh) floor onwards. It is also expected that the development potential in the form of floor space index (hereinafter referred to as **“FSI”**) on the said Layout Property shall be increased shortly (including inter alia in view of the Metro line/Mono Rail and station being proposed in the vicinity of the said Layout Property) and thereby the Developer will be able to construct further area in the said layout in addition to what is presently proposed building/s or wing/s on the said Layout Property.
- Z. It is further clarified by the Developer that as per the notification dated 29th March, 2005, issued by the Urban Development Department of the Government of Maharashtra, under the provisions of the Maharashtra Regional and Town Planning Act, 1966, a portion of the land bearing CTS No. A1/2 comprising the said Layout Property, being a 50 meters wide strip, is designated as a buffer zone and as shown in brown shades in **Annexure ‘A’** hereto (hereinafter referred to as **“the Buffer Zone”**). Presently, as per the above referred notification, no construction is permitted on the Buffer Zone and it is likely that in the future the restriction may be relaxed and permission may be granted to the Developer for construction in the Buffer Zone. In the circumstances, it is clarified that in the event if the requisite permission is obtained by the Developer for putting up construction in the Buffer Zone, then and in such an event the Developer may at its sole and absolute discretion do

so by construction of an additional structures/buildings or extension of the said Building No.2 or otherwise howsoever arising.

AA. It is further clarified that as per the Revised Building Approvals, only a part of the basic presently available development potential of the said Layout Property is being utilized by the Developer in the course of construction of the said Building No.2 and the Developer shall from time to time be making applications to the MCGM for amendments to the approved plans and for issuance of further Intimations of Disapproval and further Commencement Certificates such that the entire available development potential by loading the available TDR, premium FSI and any balance Fungible FSI under the Development Control Regulations in respect of the said Layout Property is completely consumed in the course of construction of the Proposed Buildings on the said Layout Property and accordingly, the plans for construction of the Proposed Buildings (including *inter alia* the said Building No.2) on the said Layout Property are subject to further modifications. It is further clarified that in the course of construction of the Proposed Buildings, the Developer shall be consuming on the said Layout Property maximum permissible development index as per the provisions of the DCR including but not limited to the following:

- a. entire development potential available for consumption on the said Layout Property by way of FSI emanating from the said Layout Property in the form of base land FSI, which can be consumed free of costs thereon;
- b. entire development potential available for consumption on the said Layout Property by way acquiring of FSI by way of payment of premium to the Government of Maharashtra or any other statutory authorities including but not limited to the MCGM;
- c. entire development potential available for consumption on the said Layout Property by way of loading Transferable Development Rights (hereinafter referred to as "**the TDR**") on the said Layout Property, including in accordance with Regulation 34 and Appendix VII of the Development Control Regulations for Greater Mumbai, 1991 and as

amended by the notification dated 16th November, 2016 issued by the Urban Development Department, Government of Maharashtra under Section 37 (1AA) (c) of Maharashtra Regional and Town Planning Act, 1966; and

- d. entire development potential available for consumption on the said Layout Property by acquiring of compensatory fungible FSI in accordance with Regulation 35 (4) of the Development Control Regulations for Greater Mumbai, 1991 (if the Developer so deems fit).

BB. As per the Revised Building Approvals, at present 24 (twenty four) floors having permissible built up area of 29536.51 square meters (which area includes the paid Premium FSI but does not include the available TDR and Fungible FSI) have been sanctioned as a part of the said Building No.2 and the Developer has applied and shall be making further applications to the MCGM and other concerned authorities even after obtaining Occupation Certificate is obtained for twenty four (24) floors for consumption of additional FSI (in the manner stated above) of 11824.48 square meters (by either basic FSI/TDR/Fungible FSI as may be applicable and the Developer may also amend the plan to replace them as per requirement) for the purpose of construction of Amenity area and minor changes required for Service and GF Shopping in the said Building No.2 on the said Layout Property, and thus it is presently proposed that the total FSI for construction of the said Building No.2 on the said Layout Property shall be at least 41360.99 square meters (and which FSI is also subject to enhancement as stated herein) and the Proposed Buildings shall (subject to such approvals being obtained by the Developer) be constructed by consumption of such total sanctioned FSI.

CC. The Developer would be constructing each of the Proposed Buildings on separate portions of the said Layout Property. It is also presently proposed that the amenities for the each of the Proposed Buildings would be separate and distinct from the amenities for the other Proposed Buildings. Accordingly, the occupants of the each of the Proposed Buildings shall not be entitled to use any area or amenities (including any car parking spaces) of the other Proposed Buildings (i.e. other than Building No.2).

- DD. The Developer has entered into an Agreement as prescribed by the Council of Architects appointing the Architects, M/s. S. V. Thakkar Associates, registered with the Council of Architects at No. T/107/LS and have also appointed Mr. Satish Dhupelia as structural Designers for preparing structural design and drawings and specifications of the building. The Purchaser/s accept/s the professional supervision of the said Architects and the said Structural Engineer till the completion of the said Building No.2 unless otherwise changed.
- EE. The Developer has registered the said project of development and construction of the said Building No.2 on the portion of Approved layout on land bearing CTS No. 1A/1, 1A/2, 1A/3 and 1A/6 forming a part of the said Layout Property under the provisions of the Real Estate (Regulation and Redevelopment) Act, 2016 (hereinafter referred to as “**RERA**”), with the Maharashtra Real Estate Regulatory Authority, under registration no. P51800000776. A copy of the project registration certificate issued by the Maharashtra Real Estate Regulatory Authority in respect of the said project is annexed hereto and marked as **Annexure ‘H1’**.
- FF. The right and entitlement of the Developer to construct the said Building No.2 on the portion of the land bearing CTS No. 1A/1, 1A/2, 1A/3 and 1A/6 forming a part of the Layout property has been set out in the Title Report dated 23rd March, 2013 issued by the Advocate and Solicitor of the Developer Mr. Neil Mandevia of M/s. Law Scribes; and a copy of the said Title Report is annexed hereto as **Annexure I’**.
- GG. The Purchaser/s has/have approached the Developer for acquiring a flat in the said Building No.2, as more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as “**the said Flat**”). The said Flat is shown on the typical floor plan annexed hereto and marked as **Annexure ‘J’**.
- HH. The Developer is in the process of entering into several agreements similar to this Agreement with several Parties who may agree to take and acquire premises in each of the Proposed Buildings on ownership basis, subject to such modifications as may be deemed necessary, considerable, desirable or

proper by the Developer, with a view that ultimately the purchasers/occupants of the various premises in each of the Proposed Building including *inter alia* the said Building No.2 shall form a Co-operative Housing Society or a Condominium of Apartment Owners or a Limited Company, to whom the management and maintenance of the respective Proposed Building would be handed over (hereinafter referred to as “**the Proposed Legal Entities**”). It is clarified that the Proposed Legal Entities in respect of each of the Proposed Buildings shall be formed only for the purpose of effective management and maintenance of the respective Proposed Buildings and the amenities and common areas therein. Pursuant to completion of the entire development of the said Layout Property all the Proposed Legal Entities shall form an apex body of Proposed Legal entities, (which may be a co-operative housing society formed under the provisions of the Maharashtra Co-operative Societies Act, 1960 or a Limited Company formed under the provisions of the Companies Act, 1956) (hereinafter referred to as “**the Proposed Apex Body**”) and ultimately, the balance area of said Layout Property after deduction of the areas of the said Reservations, together with the each of such Proposed Buildings standing thereon will be conveyed to the Proposed Apex Body, after completion of the entire project of development (by using and consuming the entire development potential of the said Layout Property as contemplated and envisaged by the Developer and as set out herein) in accordance with Clause [21] hereof. It is clarified that even after such conveyance in favour of the Proposed Apex Body, the responsibility of management and maintenance of each of the Proposed Buildings and amenities therein shall continue to be enjoined upon the respective Proposed Legal Entities. In the alternative, if the Developer so desires, the Developer may not form the Proposed Apex Body but convey each of the respective Proposed Buildings including *inter alia* the said Building No.2 together with undivided interest in the land comprised in the said Layout Property (on a pro-rata proportionate basis viz. in proportion to the FSI consumed in the construction of each of the respective Proposed Buildings vis-à-vis the total available and consumed FSI for construction on the said Layout Property) to and in favour of the respective Proposed Legal Entities. Each Proposed Legal Entity shall be liable to contribute amounts for such management and

maintenance of the common layout amenities on a pro-rata proportionate basis viz. in proportion to the FSI consumed in the construction of each of the respective Proposed Buildings vis-à-vis the total available and consumed FSI for construction on the said Layout Property. The Purchaser/s has/have taken inspection of all the documents of title relating to the said Larger Property, the Retained Property and the said Layout Property and all documents, applications, permissions, approvals and sanctions referred to in this Agreement and all documents incidental thereto and the Purchaser/s has/have satisfied himself/herself/themselves about the entitlement of the Developer to develop the said Layout Property by construction *inter alia* of the said Building No.2 and the other Proposed Building thereon and to enter into these presents. The Purchaser/s hereby further agree/s and confirms that he/she/they will not raise any dispute in respect thereof at any point of time either now or in the future also.

- II. The Purchaser/s has/have demanded and has also taken inspection of the Project Registration Certificate issued by the RERA, layout sanctions, N. A. order, Revised Building Approvals and the old approvals issued by the MCGM, applications made by the Developer for the purpose of deletion of the earmarking of the parts of the said Layout Property as protected forest or mangroves from the relevant Property Register Cards and other incidental documents referred to above and other relevant documents and papers including inter alia the Municipal Assessment Bills, City Survey Records, 7/12 extracts, Property Register Cards and all other documents required to be furnished to the Purchaser/s by the Developer under RERA and the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (hereinafter referred to as “**the RERA Rules**”) as well as under the provisions (to the extent applicable) of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as “**MOFA**”) and the Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management and Transfer) Rules, 1964 (hereinafter referred to as “**the MOFA Rules**”); and the Purchaser/s confirm/s that

he/she/they has/have entered into this Agreement after being aware of all the facts and after inspecting the aforesaid and other relevant documents and papers.

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

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

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

1. The Recitals above form an integral part of this Agreement and are not repeated in the operative part only for the sake of brevity and the same should be deemed to be incorporated in the operative part also as if the same were set out hereinafter and reproduced verbatim.
2. The Developer shall be constructing the said Building No.2 known as **“Ajmera Treon”** which shall comprise of 24 storey's. It is presently proposed that the said Building No.2 shall have parking spaces up to the 6th Floor, Parking along with recreational amenities on the 6th Floor and shall have habitable residential flats from the 7th floor onwards. The construction of the said Building No.2 is in accordance with the plans, designs, specifications approved by the concerned local authority and which may further be approved by the concerned local authorities (for the Amendments as recited above) and which sanctioned plans as well as proposed plans have been seen and approved by the Purchaser/s with only such variations as the Developer may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any them. Provided that the Developer shall have to obtain prior consent in writing to the Purchaser/s in respect of such variations or modifications which may adversely affect the said Flat of the Purchaser/s.
3. In consideration of the aggregate sum of Rs. _____/- (Rupees

_____ Only) agreed to be paid by the Purchaser/s to the Developer/s in the manner contained in Clause 4 hereunder written (hereinafter referred to as “**the Purchase Price**”), the Developer hereby agrees to sell to the Purchaser/s and the Purchaser/s hereby agree/s to purchase from the Developer, the said Flat as more particularly described in the **Second Schedule** hereunder written being constructed on the on the said portion of the land bearing CTS No. 1A/1, 1A/2, 1A/3 and 1A/6 forming a part of the said Layout Property together with all rights of and incidental thereto and together with the right to use and enjoy the common areas and facilities in common as specified in the Third Schedule hereunder written (all of which aforesaid rights and entitlements of the Developer agreed to be sold hereunder are hereinafter collectively referred to as “**the said Premises**”).

4. The said aggregate Purchase Price of Rs. _____ /- (Rupees

_____ Only)
shall be paid by the Purchaser/s to the Developer in the following manner:

- a. Rs. _____ /-(Rupees

_____ Only),
being the booking amount paid by the Purchaser/s to the Developer prior to the execution hereof (the payment and receipt whereof the Developer doth hereby admit and acknowledge);

- b. Rs. _____ Call Money

Rs. _____ Allotment Letter

Rs. _____ On Commencement of Piling Work

Rs. _____ On or before casting of the Plinth

Rs. _____ 1st installment for slab

Rs. _____ 2nd installment for slab
Rs. _____ 3rd installment for slab
Rs. _____ 4th installment for slab
Rs. _____ 5th installment for slab
Rs. _____ 6th installment for slab
Rs. _____ 7th installment for slab
Rs. _____ 8th installment for slab
Rs. _____ 9th installment for f slab
Rs. _____ 10th installment for slab
Rs. _____ 11th installment for slab
Rs. _____ 12th installment for slab
Rs. _____ 13th installment for slab
Rs. _____ 14th installment for slab
Rs. _____ 15th installment for slab
Rs. _____ 16th installment for slab
Rs. _____ 17th installment for slab
Rs. _____ 18th installment for slab
Rs. _____ 19th installment for slab
Rs. _____ 20th installment for slab
Rs. _____ 21st installment for slab
Rs. _____ 22nd installment for slab
Rs. _____ 23rd installment for slab
Rs. _____ 24th installment for slab

c. Rs. _____ /-

(Rupees)

- _____ **Only)** on or before the masonry work;
- d. **Rs.**_____ **/-** **(Rupees** _____ **Only)** on or before the External Plastering work;
- e. **Rs.**_____ **/-** **(Rupees** _____ **Only)** on or before the Internal Plastering work;
- f. The balance Purchase Price of **Rs.**_____ **/-** **(Rupees** _____ **Only)**, within 7 (seven) days of the Developer offering to put the Purchaser/s in possession of the said Flat.
5. The Purchase Price mentioned in the foregoing clauses is inclusive/exclusive of Goods and Service Tax. The Purchaser shall pay the amount of such Goods and Service Tax if it is excluded from the Purchase Price as and when demanded by the Developers. The Purchaser shall however, bear and pay all other taxes, cess etc. if made applicable on this transaction or the project up to the date of completion of the project.
6. The said Purchase Price is non-escalatory, save and except in the event of any increase in the development charges or any other charges payable by the Developer to the MCGM or any other governing authorities. In the event of such escalations in the Purchase Price as a result of the aforesaid events, then the Developer shall enclose a copy of the relevant notifications, circulars etc. together with the demand letter issued by the Developer to the Purchaser/s for the escalated Purchase Price.
7. The Developer may allow, in his discretion a rebate for early payments of the instalments of the Purchase Price payable by the Purchaser/s by discounting such early payments at the Agreed Interest Rate per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and the rate of rebate shall not be subject to

any revision/withdrawal, once granted to the Purchaser/s by the Developer. It is clarified that the instalments (and milestones) for payment of the Purchase Price as set out hereinabove have been mutually arrived at after considering and negotiating the quantum/price of the Purchase Price as arrived at herein.

8. It is clarified that the term “**Agreed Interest Rate**” wherever the same appears in this Agreement, shall be deemed to be a reference to the Interest Rate as mentioned in Rule 18 of the RERA Rules.
9. Notwithstanding anything contained in this Agreement, it is specifically agreed that:
 - a. The time for making the payments of the installments of the Purchase Price as mentioned hereinabove, is strictly of the essence of this contract and any delay by the Purchaser/s in making the said payment/s shall forthwith render this Agreement voidable at the sole and exclusive option of the Developer without any further act and/or reference and/or recourse to the Purchaser/s and in the event of the Developer so treating this Agreement void, the Developer shall be entitled to forfeit the initial booking amount paid by the Purchaser/s to the Developer as mentioned in Clause 4 (a) above along with further sum equivalent to 20% of the total Purchase Price as receivable by the Developer from the Purchaser/s , towards the Purchase Price of the said Premises; and thereupon the Developer shall also be free and entitled in its own right to deal with the said Flat and Developer's rights therein, in any manner as the Developer in its sole discretion deems fit and proper, without any reference and/or payment whatsoever to the Purchaser/s and without the requirement of any orders of declaration of termination from any Courts and without the requirement of the execution or registration any document or deed of cancellation.
 - b. A termination letter issued by the Developer to the Purchaser/s

regarding such termination shall effectively terminate this Agreement and thereupon the Purchaser/s shall have no right, title, interest, share, claim or demand in to or upon the said Premises and/or any part thereof and/or otherwise against the Developer in any manner whatsoever and howsoever arising. The refund pursuant to the termination as provided in this Clause 9 (b), if any, shall be made (without any interest thereon) within 3 (three) months of the sale by the Developer of the said Flat to a third party or completion of the construction of the entire Building No.2, whichever is earlier. The amount of refund in such an event shall further be after deduction of any taxes paid and other amounts expended by the Developer pursuant to this Agreement (including *inter alia* any brokerage charges paid by the Developer in pursuance of the transaction recorded in this Agreement) and other amounts i.e. interest at the Agreed Interest Rate on delayed payments till than payable by the Purchaser/s hereunder (as may be payable by the Purchaser/s up to the date of termination) as well as the costs incurred by the Developer in finding a new willing acquirer/transferee who may acquire the said Flat (including brokerage charges as may be incurred by the Developer in that behalf).

- c. The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Developer/its transferee/s/allotted/s/nominee/s and/or otherwise in to upon the said Premises in such an event of termination **PROVIDED HOWEVER THAT** the Developer shall not exercise the aforesaid right of termination as provided under this Clause [9(a)] unless and until a notice of 15 (Fifteen) days demanding payment of the due installment is given to the Purchaser/s and even thereafter, the Purchaser/s fail/s to make payment of the

relevant installment/s of the Purchase Price **PROVIDED FURTHER THAT** strictly without prejudice to the aforesaid, the Developer in its sole and absolute discretion may, instead of treating this Agreement void as aforesaid, permit the Purchaser/s to pay the said installments after their respective due dates but after charging interest thereon @at the Agreed Interest Rate on such outstanding amounts (from the date such amount/s has/have become due to be paid by the Purchaser/s till the date of actual payment thereof).

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

10. The Developer hereby agrees to observe, perform and comply with all the terms, conditions and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall before handing over possession of the said Flat to the Purchaser/s, obtain from the MCGM, occupation certificate in respect of the said Flat.
11. The Developer hereby declares that the FSI at present available in respect of the said Layout Property is 3,86,887 square meters (built up area) and no part of the said FSI has been utilized by the Developer elsewhere for any purpose whatsoever. In case the said FSI has been utilized by the Developer elsewhere, then the Developer shall furnish to the Purchaser/s all the detailed particulars in respect of such utilization of the said FSI by it. Nothing contained in this Clause shall disentitle the Developer from consuming or utilising any additional FSI that may be made available for the purpose of putting up construction on the said

Layout Property by virtue of any increases in the development potential as recited above and which increase is reasonably contemplated by the Developer. The Developer hereby also declares that the Developer will have to provide housing for EWS having approximately the area of 16,366.95 sq. meters and handover the same as per the provisions of the Development Control Regulations and as per notifications vide TPB/4312/CR-45/2012/(2)/UD-11 dated 27/05/2015.

12. The design of the said Flat is subject to amendments and changes as may be stipulated by the MCGM, Government, local authority and/or as per the requirements of the Developer. The Purchaser/s hereby further agree/s and covenant/s with the Developer on and from the date of execution hereof, the Developer shall not require any further consent/approval of the Purchaser/s as may be necessary for the purpose of enabling the Developer to construct the said Building No.2 or any, additional buildings/wings/structures, in accordance with the said approvals already obtained and to be hereafter obtained by the Developer, with such additions and alterations as the Developer may in its sole and absolute discretion deem fit and proper and/or for the purpose of applying for and/or obtaining the approval or sanction of the MCGM or any other appropriate authorities in that behalf as well as for the approval or sanction relating thereto. The Purchaser/s hereby further agree/s and give/s his/her/their specific irrevocable consent to the Developer to carry out such amendments, alterations, modifications or variations in constructing the said Flat and the said Building No.2 on the portion of the land bearing CTS No. 1A/1, 1A/2, 1A/3 and 1A/6 forming a part of the said Layout Property and/or to the layout plan and/or to the building plans (whether or not envisaged and/or proposed to be constructed at present), provided that the aggregate area/size of the said Flat agreed to be acquired by the Purchaser/s is not in any manner reduced, beyond the Agreed Variation Limits as set out in Clause 13 hereof.
13. Before the Purchaser/s is/are put in possession of the said Flat, the Developer shall confirm the final of the said Flat by furnishing the details of

the changes, if any, in the carpet area thereof. The Parties agree and acknowledge that a change/variation (either due to planning constraints or due to any construction related exigencies) in such carpet area of the said Flat up to 3% (three percent) (plus or minus) is acceptable to each of the Parties hereto (hereinafter referred to as “**the Agreed Variation Limits**”).

14. In the circumstances, if the carpet area of the said Flat is less than what is set out in this Agreement, (subject to such reduction being within the Agreed Variation Limits) then the Developer shall be liable to refund to the Purchaser/s the amounts out of the Purchase Price, which is proportionate to the reduced carpet area of the said Flat. Similarly, if the carpet area of the said Flat is more than what is set out in this Agreement, (subject to such increase being within the Agreed Variation Limits), then the Purchaser/s shall be liable to pay to the Developer an additional amount towards the Purchase Price, which is proportionate to the increased carpet area of the said Flat and such increased amount shall be paid by the Purchaser/s to the Developer along with the next due installment of the Purchase Price (at the relevant time) or at the time of the Developer offering to put the Purchaser/s in possession of the said Flat, whichever is earlier. It is clarified that in the event if any amounts are payable by the Developer to the Purchaser/s (due to reduction in the carpet area as aforesaid) then the Developer shall either **(i)** refund the amount that is payable to the Purchaser/s prior to handover of possession of the said Flat to the Purchaser/s (without any interest thereon); or **(ii)** appropriate the same, at the Developer's own discretion under any head/s of the outstanding due/s payable by the Purchaser/s to the Developer, without any prior consent from the Purchaser/s.
15. It is clarified that the Purchaser/s is/are not concerned with the other Proposed Buildings (other than the said Building No.2) and the Developer shall have complete autonomy in the course of construction, planning, design and location of the such other Proposed Buildings and this clause shall at all times operate as the Purchaser/s irrevocable no objection and consent in that behalf.

16. It is expressly agreed that the said Flat shall contain specifications, fixtures, fittings, and amenities as set out in **Annexure 'K'** hereto (hereinafter referred to as the “**said Internal Amenities**”) and the Purchaser/ s confirm/s that the Developer shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Flat. It is specifically agreed between the Parties hereto that the Developer shall have the right to change /substitute the said Internal Amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Developer. If any change as aforesaid becomes necessary, the Developer shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Developer to offer possession of the said Flat on the specified date. The Developer shall however try to ensure that such substitutes and/or alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible. The Purchaser/s agree/s not to claim any rebate and/or discount and/or concession in the consideration on account of such change/substitution. It is further agreed by and between the Parties hereto that in respect of the said Internal Amenities the Purchaser/s has/have an option to avail additional internal amenities and/or carry out internal changes. In the event of the Purchaser/s deciding to avail additional internal amenities and/or carry out internal changes, the Purchaser/s shall pay to the Developer such money as may be mutually decided. This sum shall be over and above the purchase price and other payments payable by the Purchaser/s to the Developer hereunder.
17. It is clarified that the Internal Amenities are not manufactured or produced by the Developer and that the same are sourced from third party vendors/suppliers. Some of the Internal Amenities may be acquired under warranties and others may not have any warranties and the Developer shall not be responsible to repair and/or replace the same. Accordingly, once possession of the said Flat with the Internal Amenities is handed over by the Developer to the Purchaser/s, thereafter, in case of to any operational issues or malfunctioning of the Internal Amenities, the Purchaser/s shall not

hold the Developer responsible and/or liable for repairs or replacement thereof; and the Purchaser/s shall make appropriate claims only against the supplier/manufacture thereof, as per the terms of the respective warranties of the respective Internal Amenities (if applicable). It is further clarified that the defect liability obligations of the Developer as contained in Clause 38 of this Agreement do not pertain or extend to the Internal Amenities and the same are restricted only to any defects in the construction of the Proposed Building.

18. The Purchaser/s has/have independently inspected and verified the title deeds and all papers and documents hereinabove recited and has/have fully satisfied himself/ herself/themselves about the title of the Developer to the said Layout Property and to undertake the development thereof by construction of the Proposed Buildings including inter alia the said Building No.2 enter into these presents and the Purchaser/s shall not be entitled to further investigate the title of the Developer to put up the construction of the Building No.2 thereon and/or be entitled to make any requisition or raise any objection with regard to any other matters relating thereto. The Purchaser/s has/have also taken inspection of the orders and approved plans, Revised Building Approvals issued by the MCGM and other relevant documents and papers including the Municipal Assessment Bills, City Survey Records and other documents mentioned in RERA, RERA Rules, MOFA and MOFA Rules and as recited above and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after inspecting the aforesaid documents and papers and understanding the implications thereof.
19. The Developer shall take steps to form the Proposed Entity in respect of the said Building No.2 as and when all the premises in the said Building No.2 are sold by the Developer.
20. It is clarified that the Proposed Legal Entities in respect of each of the Proposed Buildings including inter alia the said Building No.2 shall be formed only for the purpose of effective management and maintenance of the respective Proposed Buildings and the amenities and common areas

therein as afore recited .

21. Pursuant to completion of the entire development of the entire said Layout Property viz. once construction of all the Proposed Buildings and any additional floors/wings/structures as recited above is completed and all the Proposed Legal Entities in respect of all the Proposed Buildings are formed and registered and after the Developer has consumed and utilised the full available construction potential of the said Layout Property (including the additional potential that is likely to accrue to the said Layout Property by virtue of deletion of the earmarking of the parts of the said Layout Property as protected forest or mangroves from the relevant Property Register Cards and/or by virtue of the Metro line/Mono Rail and station or by way of development/construction of additional buildings/structures becoming permissible in the Buffer Zone and otherwise as recited above), all the Proposed Legal Entities shall form the Proposed Apex Body and ultimately, the balance area of said Layout Property after deduction of the areas of the said Reservations, together with each of such separate buildings standing thereon will be conveyed to the Proposed Apex Body. It is clarified that even after such conveyance in favour of the Proposed Apex Body, the responsibility of management and maintenance of each of the respective Proposed Buildings including the said Building No.2 and amenities therein shall continue to be enjoined upon the respective Proposed Legal Entities. In the alternative, if the Developer so desires, the Developer may not form the Proposed Apex Body but convey each of the respective Proposed Buildings together with undivided interest in the land comprised in the said Layout Property (on a pro-rata proportionate basis viz. in proportion to the FSI consumed in the construction of each of the respective Proposed Buildings vis-à-vis the total available and consumed FSI for construction on the said Layout Property) (hereinafter referred to as **"the Proposed Conveyance"**). It is hereby clarified that for the purpose of Section 17 of RERA and Rule 9 (2) of the RERA Rules and for the purposes of Section 11 of MOFA and the applicable provisions of MOFA Rules, the period of execution of the Proposed Conveyance is agreed upon to as aforesaid.
22. The Developer has further informed the Purchaser/s that the Developer

retains the right to sell, transfer, assign in favour of any person/s and/or deal with **(a)** future rights in respect of the said portion of the land bearing CTS No. 1A/1, 1A/2, 1A/3 and 1A/6 and the entire said Layout Property, **(b)** the balance rights in respect of the said portion of the land bearing CTS No. 1A/1, 1A/2, 1A/3 and 1A/6 and the entire said Layout Property (i.e. after having utilized the FSI available for the construction of the said Building No.2 and the other Proposed Buildings and as per the plans already submitted and/or to be submitted by the Developer from time to time and as per the proposed total scheme of development) and **(c)** various rights that may accrue to and over the said Layout Property in the future including additional development potential as recited above; **(d)** the advertising, signage and hoarding rights for advertising in the compound, common areas and facade of the said Building No.2 and/or any other Proposed Buildings; and **(e)** the Developer shall have right to display boards, signage etc. displaying the name of the said Building No.2 as **“Ajmera Treon”** or such other name as the Developer may from time to time decide in its absolute discretion and of the other Proposed Buildings as may be decided by the Developer at its sole discretion at all times hereafter and further to indicate to the public at large that the said Building No.2 and the other Proposed Buildings have been constructed by the Developer (the rights referred to in above are hereinafter collectively referred to as **“the Incidental Rights”**). The Incidental Rights include the right of use of the said Layout Property as a receiving plot and/or to consume or fully exploit by utilising TDR/DRC which the Developer and/or its nominee/s may be entitled to, from time to time, at the Developer's sole and absolute discretion. The Developer is also entitled from time to time to deal with and/or dispose of all or any of the Incidental Rights, by way of sale, assignment, transfer, gift, mortgage and/or in any other manner whatsoever as it may in its absolute discretion think fit and proper from time to time and at its entire discretion and convenience exercise its rights to any person/s. The Purchaser/s expressly consent/s and agree/s that the Purchaser/s shall not claim any rebate or reduction in the purchase price in respect of the said Flat and/or any other benefit/right from the Developer and/or such persons, now and/or in future as a result of any development that may be

undertaken either by the Developer and/or its nominee/s and/or person/s. The Purchaser/s further agree/s and acknowledge/s that the Developer shall be solely and exclusively be entitled to use and exploit all common areas and the compounds of the said Building No.2 or the other Proposed Buildings, the façade of the said Building No.2 or the other Proposed Buildings and the terrace on the top of the said Building No.2 or the other Proposed Buildings for the advertising purposes and shall be entitled to create such third party rights in respect of such advertising rights and shall be entitled to the entire Purchase Price in that behalf and the Purchaser/s shall not object thereto either in his/her/their personal capacity/ies or in his/her/their capacity/ies as the member/s of the Proposed Entities in respect of the said Building No.2 or the Proposed Apex Body.

23. The Purchaser/s at his/her own costs along with the other premises holders in the said Building No.2, would co-operate with the Developer in formation of the Proposed Entities in respect of the said Building No.2 and shall join in as member/s thereof and for that purpose he/she/they shall from time to time, sign and execute the applications for registration and/or membership and other papers and documents necessary for the formation and the registration of the Proposed Entities in respect of the said Building No.2 and for becoming a member thereof, including the charter documents thereof; and duly fill in sign and return to the Developer within 7 (seven) days of the same being forwarded by the Developer to the Purchaser/s so as to enable Developer to Register the organization of the flat premises acquirers under applicable provisions of RERA, RERA Rules, MOFA and MOFA Rules. No objection of the Purchaser/s herein shall be taken by the Developer if any changes or modifications are made in the draft Bye-Laws or the Memorandum and/or Article or Association as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other competent authority.
24. In the event of the Proposed Entity in respect of the said Building No.2 being formed and registered before the sale and disposal by the Developer of all the premises in the said Building No.2, the same shall not in any manner affect the rights of the Developer to sell/dispose off/transfer the

unsold premises and the powers and the authority of the Proposed Entity in respect of the said Building No.2 shall be subject to the overall authority and control of the Developer, in respect of all the matters concerning the said Building No.2 and in particular, the Developer shall have sole, exclusive and absolute authority and control as regards the unsold premises and the disposal thereof, **PROVIDED ALWAYS** that the Purchaser/s hereby agree/s and confirm/s that in the event of the Proposed Entities in respect of the said Building No.2 being formed earlier than the Developer dealing with or disposing of all the premises constructed in the said Building No.2, then and in such an event at the discretion of the Developer, the Developer itself or any allottee or transferee of the Developer in respect of any premises or the nominee of the Developer shall be admitted to such Body, without payment of any premium or any additional charges save and except Rs.500/- (Rupees Five Hundred Only) for the share money and Rs.100/- (Rupees One Hundred Only) entrance fee and such allottee/transferee shall not be discriminated or treated prejudicially by the Proposed Entity in respect of the said Building No.2, as the case may be.

25. The Purchaser/s confirm/s that the Purchaser/s have no objection and shall not raise any objection to the Developer putting up additional construction on the said Layout Property as recited above including *inter alia* by increasing the number of floors in the said Building No.2/additional building/wings/structures etc. in addition to the Proposed buildings.
26. The Developer shall have full power and absolute authority, if so permitted by the concerned authorities, to make additions to and/or construct additional building/s or structure/s or wing/s on the said Layout Property and/or additional floor/s in the said Building No.2 and such additional building/s/structure/s/wing/s/floor/s shall be the sole, exclusive and absolute property of the Developer. The Developer shall be entitled to dispose off such additional building/s/structure/s/wing/s/floor/s in such manner as the Developer may deem fit and proper in its sole and absolute discretion. The Developer shall be entitled to amend/alter/modify the layout plan of the said Layout Property as also construct additional

building/s/structure/s/wing/s/floor/s on the said Layout Property or any portion or portions thereof and the Developer shall be entitled to dispose off the premises in such additional building/s/structure/s/wing/s/floor/s as the Developer may deem fit proper in its sole and absolute discretion. The Purchaser/s is/are not entitled to object thereto and shall not object thereto and this clause shall always operate as the Purchaser/s' irrevocable, absolute and unconditional no objection in that behalf. This clause shall operate as and shall be deemed to be the informed and free consent of the Purchaser/s in accordance with the applicable provisions of RERA, the RERA Rules, MOFA and the MOFA Rules and in particular section 14 of RERA and sections 7 and 7A of MOFA.

27. The Purchaser/s is/are, at his/her/their sole risk, liability and responsibility, free to raise a housing loan from any financial institution or bank, for acquiring the said Flat by offering the said Flat as security. However, such loan should be strictly personal to the Purchaser/s and the right of the Developer to receive the balance Purchase Price from the Purchaser/s shall override the rights of the financial institution/bank/organization/employer in respect of the loan so taken. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Purchaser/s. Once the Purchaser/s has/have paid the full Purchase Price as payable under this Agreement and has/have taken possession of the said Flat, thereafter due to non-payment of the loan by the Purchaser/s, the recourse available to the financial institution would be only against the said Flat and against the Purchaser/s personally and not against the said Layout Property, the said Building No.2 or any one of them or any of the other premises in the said Building, and not against any other assets/rights of the Developer.
28. It is expressly agreed that the Purchaser/s along with the other purchasers/occupants of premises in the said Building No.2/the Proposed Entities in respect of the said Building No.2 shall be proportionately entitled to use, occupy and enjoy the common areas and facilities in the said Building No.2 and the nature, extent and description of such common areas and facilities which the Purchaser/s will proportionately enjoy in the

common areas and facilities is set out in the **Third Schedule** hereunder written.

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

- a. As aforesaid the Developer shall be constructing of the said Building No.2 on the portion of the land bearing CTS No. 1A/1, 1A/2, 1A/3 and 1A/6 forming a part of the Layout Property and the said Proposed Buildings on the balance portion of the said Layout Property and the Purchaser/s is/are not entitled to and shall not object to such construction for any reasons whatsoever and howsoever arising, at any time hereafter.
- b. It is further agreed that save and except the aforesaid terrace over the top floor in the said Building No.2, the Developer is entitled to sell the terrace/s which may be abutting the respective premises for the exclusive use of the purchaser/s of such premises. Further the Developer may at its sole and absolute discretion, grant license for exclusive use or maintenance in respect of the terraces to the purchaser/occupant of the premises that is abutting the terrace. The terrace shall not be enclosed by such purchaser/occupant without the permission in writing obtained from MCGM and other concerned authorities and the Developer. The Purchaser/s hereby give his/her/their no-objection to such rights retained by the Developer for such terraces and the Purchaser/s shall not object thereto and/or claim any such terraces and/or any part thereof as common areas and/or have/make any other claim in respect of such terraces against the Developer and/or its nominee/s/ allottee/s /transferee/s/ licensee/s.

30. It is clarified that the right of the Purchaser/s is restricted to the said Flat agreed to be sold to him/her/them by the Developer as per the typical floor plan annexed hereto as **Annexure 'J'** and use and enjoyment of common areas and utilities in common as aforesaid and the Purchaser/s shall not be

entitled to claim any right to any open space or passage, staircase, open parking space, stilt parking spaces or any other area in to upon the said Layout Property and/or the said Building No.2 or any other space surrounding the said Building No.2 or any of them in any manner whatsoever, as the same belongs to and are the sole, exclusive and absolute property of the Developer.

31. It is expressly agreed, by and between the Developer and the Purchaser/s that the said Flat is sold to the Purchaser/s for residential purpose only and it shall be utilized for the purpose for which it is sold to the Purchaser/s and for no other purpose or purposes whatsoever. The Purchaser/s agree/s not to change the user of the said Flat, without prior consent in writing of the Developer and the concerned authorities.
32. For the effective management of parking spaces and in order to avoid any later disputes, the Developer shall earmark parking spaces (open, in the podium or in the stilt) of the said Building No.2 for exclusive use thereof by certain acquirers of flats/premises in the said Building No.2 depending on availability. The Purchaser/s agree that the Developer shall be entitled to do such earmarking at its discretion and the Purchaser/s hereby accept/s the decisions taken by the Developer in relation to such earmarking of car parking spaces. The Purchaser/s further agree/s and undertake/s that pursuant to formation and registration of the Proposed Entities in respect of the said Building No.2 and admission of the Purchaser/s to the Proposed Entities in respect of the said Building No.2 as member/s thereof, the Purchaser/s shall cast his/her/their votes in the first general meeting or shareholders' meeting, as the case may be, of the Proposed Entities in respect of the said Building No.2 in favour of approving such car parking earmarking as done by the Developer so that the respective person/s in whose favour the Developer has/have earmarked the car parking spaces, will be allotted such respective car parking space/s by the Proposed Entities in respect of the said Building No.2 for exclusive use along with rights of transferability in respect thereof. The Developer has accordingly presently prepared a tentative allotment plan of the car parking spaces to be enjoyed by the flat acquirers in the said Building No.2 and which has

been furnished to the Purchaser/s and the Purchaser/s hereby confirm/s that the Purchaser/s have accepted such tentative allotment plan has/have also signed a copy of the tentative allotment plan and handed over the same to the Developer, signifying the Purchaser/s acceptance and no objection thereto. The Purchaser/s further confirm/s that once he/she/they has/have given his/her/their approval by signing the allotment plan referred hereinabove, he/she/they are not entitled to and shall not retract such approval and/or the confirmation accorded by him/her/them. The Purchaser/s agree/s that the said allotment plan will be later handed over to the Proposed Entities in respect of the said Building No.2 at the time of the First Annual General Body meeting thereof and he/she/they shall have to abide by the same and shall not be entitled to raise any dispute/objection in respect thereof. As per the presently proposed parking spaces by the Developer, it is estimated that a holder of one flat in the said Building No.2 shall be entitled (subject to availability) to park 2 (two) vehicles in the parking spaces provided in the said Building No.2. It is further agreed that subject to availability, and upon the specific request of any Purchaser in respect thereof, the Developer shall be entitled to earmark and provide additional parking space/s (open, in the podium or in the stilt) over and above the 2 parking spaces to such Purchaser, in the same manner and procedure as envisaged hereinabove.

33. The Developer agrees to offer to hand over possession of the said Flat to the Purchaser/s in the said Building No.2 on or before _____ or within a period 7 (Seven) days from the date of obtaining Occupation/Occupancy Certificate or part Occupation/Occupancy Certificate in respect of the said Flat, subject to :

- a. easy availability of Cement, steel and other building materials;
or
- b. any act of God such as earthquake, floods or any other natural calamity, act of enemy, riots, civil commotion, or war or any court order or Government Notification, Circular or order;
- c. due to delay by the MCGM for approval of plans, grant of

Occupation Certificate (O. C.), Building Completion Certificate (B. C. C.); or

- d. due to delay in the grant of water, sewerage, electric, cable connection or any other service or any other cause, beyond the control of the Developer, in which case the date of possession shall stand extended by a reasonable period which shall be mutually decided.

34. The date of delivery of possession of the said Flat is subject to certain terms as more particularly specified in the preceding clause and even after extension of the date of possession as stated in the preceding clause, the Developer is unable to or fails to give possession of the said Flat or license to enter the said Flat to the Purchaser/s, then and in such an event, the Purchaser/s shall at its own discretion be entitled either: **(i)** to continue with the arrangement as recorded in this Agreement and receive a compensation in the form of liquidated damages from the Developer to be calculated on a monthly basis at the Agreed Interest Rate on the amount of Purchase Price that is till then paid by the Purchaser/s to the Developer and received by the Developer, from the extended date of delivery of possession (extended due to any of the factors set out in Clause [33] hereof) till the date of offer of possession by the Developer to the Purchaser/s; or in the alternative **(ii)** be entitled to give notice to the Developer terminating the Agreement, in which event, the Developer shall refund to the Purchaser/s the aforesaid amount of Purchase Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amounts that may have been paid by the Purchaser/s, till then received by the Developer from the Purchaser/s together with the interest at the Agreed Interest Rate from the date of receipt by the Developer of such amounts of Purchase Price from the Purchaser/s, till the date of refund thereof to the Purchaser/s. It is clarified that the Developer shall not be liable to pay any amount or refund to the Purchaser/s any additional amount/s, either as liquidated damages or costs, charges, expenses in the event of such termination. It is further clarified that in the event if the provisions of this Clause [34] are applicable and in such an event, if the

Purchaser/s once exercises the option to continue with this Agreement (and not to terminate it), then the Purchaser/s shall subsequently not be entitled to exercise the alternative option to terminate this Agreement, regardless of the further period of delay in the delivery of possession of the said Flat.

35. The refund to be made by to the Purchaser/s pursuant to Clause [34] shall be made by the Developer to the Purchaser/s within a period of 30 (thirty) days from the date when the Purchaser/s terminate/s this Agreement/s as per Clause [34] hereof. In case of termination by the Purchaser/s as provided in Clause [34], upon the aforesaid payments being made by the Developer Purchaser/s, neither party shall have any claim against the other in respect of the said Premises or otherwise arising out of this Agreement and the Developer shall be at liberty to sell and dispose off the said Premises and/or create third party rights therein in favour of any other person/s at such consideration and upon such terms and conditions as the Developer may deem fit and proper, in their sole and absolute discretion, without any reference and/or recourse to the Purchaser/s. It is clarified that in case of termination by the Purchaser/s as provided in Clause [34], in the event if the Developer finds a willing buyer/acquirer to acquire the said Flat prior to the refund to the Purchaser/s under this Clause [35], then the Developer shall be entitled to sell the said Flat to such new buyer/acquirer; but the Purchaser/s shall have a charge on the amounts receivable by the Developer from the new purchaser/acquirer to the extent of the amounts receivable by the Purchaser/s under this Clause [35].
36. Save and except as provided in Clause [34] hereof, the Purchaser/s shall not be entitled to withdraw form this Agreement or terminate this Agreement; and in the event if the Purchaser/s so decide/s to withdraw or terminate this Agreement other than for the reasons as set out in Clause [34] hereof, then the consequences of such withdrawal or termination by the Purchaser/s shall be as set out in Clause [4] hereof.
37. Notwithstanding anything to the contrary contained in this Agreement and in particular in Clauses [33] to [36] hereof, if, as a result of any legislative order or requisition or direction of the Government or public authorities, the

Developer is unable to complete the aforesaid Building No.2 and/or to give possession of the said Flat to the Purchaser/s, then and in such an event, the only responsibility and liability of the Developer will be to pay over to the Purchaser/s the proportionate amounts attributable to the said Flat of Purchase Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amounts that may have been paid by the Purchaser/s) till then received by the Developer from the Purchaser/s, without any interest thereon; and thereupon this Agreement shall ipso facto and automatically stand terminated.

38. The Purchaser/s shall take possession of the said Flat within a period of 2 (two) months from the date of the Developer giving written notice to the Purchaser/s intimating that the said Flat is ready for use and occupation: but the obligation of the Purchaser/s to bear and pay the maintenance charges, as provided hereinafter shall commence at the expiry of such period of 7 (Seven) days from such offer of possession by the Developer (whether at such time, the Purchaser/s has/have taken possession of the said Flat or not) **PROVIDED THAT** if within a period of 5 (five) years from the date of the Developer offering to hand over possession of the said Flat to the Purchaser/s, the Purchaser/s bring/s to the notice of the Developer any defect in the said Flat or in the said building on the material used therein or any unauthorized change in the construction of the said Building No.2, then, wherever possible such defects or unauthorized changes shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Developer reasonable compensation for such defect or change. It is clarified that the obligation of the Developer to rectify such defects does not pertain to or extend to the Internal Amenities.
39. Before delivery of possession or grant of license to enter the said Flat to the Purchaser/s, the Purchaser/s shall inspect the said Flat and the said Internal Amenities provided therein and thereafter the Purchaser/s will have no claim whatsoever and howsoever arising against the Developer in respect of the size thereof or the quality or quantum of the said Internal Amenities, if the same are in accordance with this Agreement.

40. The Purchaser/s shall be entitled to the possession of the said Flat only after the full aggregate Purchase Price of Rs._____ /- (Rupees _____ Only) and the other sums mentioned hereunder are paid by the Purchaser/s to the Developer.
41. The Developer shall not put the Purchaser/s in possession of the said Flat unless and until:
- a. The Purchaser/s has/have paid the entire aggregate Purchase Price and all the other amounts payable by him/her/them hereunder and/or otherwise in respect of the said Flat to the Developer as specified herein.
 - b. The Developer has received the Part Occupation/Occupation Certificate from the MCGM.
42. Upon possession of the said Flat or license to enter the said Flat being given to the Purchaser/s, he/she/they shall be entitled to the use and occupy the said Flat for the user specified herein only and for no other purpose whatsoever. Upon the Purchaser/s taking possession of the said Flat or license to enter the said Flat he/she/they shall have no claim against the Developer in respect of any item of work in the said Flat, which may be alleged not to have been carried out or completed.
43. The Purchaser/s hereby agree/s to pay to the Developer, a lump sum amount of Rs._____ /- (Rupees _____ Only), by way of re-imburement of the expenses that have been incurred by the Developer and/or that have become payable and/or that shall become payable by the Developer as follows: to MCGM and to various authorities, whether by way of security deposit, development charges, betterment charges, in connection with the Revised Building Approvals, permissions, sanctions, completion certificates, NOC, remarks, in respect of and pertaining to the said Flat and/or the said Building No.2 and/or becomes

payable to the State Government, and/or becomes payable to any authority and/or becomes payable to MCGM, Reliance Infrastructure Limited, Tata Power Limited or other electricity suppliers, Mahanagar Gas Limited, and/or any other concerned authorities for the purpose of getting water connection, drainage connection, gas connection, electric connection, cost of substation, cost of main electric cables, and/or any other tax or payment of a similar nature as also costs incurred by the Developer in respect of servants toilet, office of the Proposed Entities in respect of the said Building No.2, bore wells, additional tank for storage of water, other facilities that would be provided, legal charges for making of this agreement etc., are also included in the above expenses. The charges referred to above are generally hereinafter referred to as **“Charges for Development and Betterment Facilities”**. The said Charges for Development and Betterment Facilities are non-refundable. The said Charges for Development and Betterment Facilities are over and above and in addition to the purchase price referred to hereinabove. The Developer has explained to the Purchaser/s the amount spent/to be spent on the said Development and Betterment facilities and the Purchaser/s has/have accepted and satisfied himself/ herself/themselves about the same and that the said charges for Development and Betterment facilities are expended/to be expended. The Purchaser/s further confirm/s that he/she/they shall not raise any further queries on the Developer in respect of the said charges for Development and Betterment facilities and neither shall the Purchaser/s call upon the Developer to submit any account of the said Charges for Development and Betterment Facilities. The said Charges for Development and Betterment Facilities shall be payable by the Purchaser/s to the Developer within a period of 7 (Seven) days from the date of offer of possession of the said Flat by the Developer or at the time of the Purchaser/s taking possession of the said Flat, whichever is earlier.

44. The Purchaser/s is/are aware that the amount of Purchase Price as set out under Clause [3] above, is exclusive of the all the taxes applicable to transactions for the sale of constructed premises as levied by the State and Central Government through their respective Finance Acts and various

clarifications/notifications and regulations have made Value Added Tax and Service Tax /Goods and Services Tax applicable to the transactions of sale of under construction premises including residential flats (hereinafter referred to as "**the said Taxes**") applicable to transactions for the sale of the said Premises. It is hereby agreed and clarified between the Parties that at the time of execution of this Agreement for Sale, that there is a liability for payment of the said Taxes on this Agreement for the sale of the said Flat by the Developer to the Purchaser/s. The Purchaser/s agree/s and undertake/s that the same is payable by the Purchaser/s and that the Developer is not liable to bear and/or pay the same. Therefore, the Purchaser/s hereby agree/s to pay the amount of the said Taxes as and when the same become payable to the concerned authorities. The Purchaser/s hereby agree/s to make payment of the same within a period of 7 (Seven) days from a written demand being sent by the Developer to the Purchaser/s in respect thereof.

45. It is hereby further agreed that in addition to the said Taxes, in the event of any amount becoming payable now or in the future by way of levy or premium, taxes, cess, fees, charges, sales tax, value-added tax, service tax, goods and services tax or any other tax by whatever name called, at the time of execution of this Agreement and/or any time thereafter to any authority or to the State Government or to the Central Government or in the event of any other payment of a similar nature, save and except the tax on income of Developer, arising out of or in connection with transaction contemplated hereby, the Purchaser/s shall be solely liable to bear and pay the same and the Developer shall not be liable for the same.
46. Over and above the amounts towards the Purchase Price payable and other amounts agreed to be paid by the Purchaser/s to the Developer as set out hereinabove, the Purchaser/s shall before taking possession of the said Flat or within a maximum period of 7 (seven) days from the date of offer of delivery of possession of the said Flat (whether or not the Purchaser/s has/have taken possession of the said Flat or not), whichever is earlier, pay to the Developer the following amounts:

- (i) A sum of Rs.500/- (Rupees Five Hundred Only) towards acquiring of 5 shares of Rs.100/- each to be issued by the Proposed Entities in relation to the said Building No.2 and entrance fee of Rs.100/- (Rupees One Hundred Only) within a period of seven days from the date of notice and in any event before possession of the said Flat is handed over to the Purchaser;
- (ii) Deposit a sum of Rs. _____/- (Rupees _____ Only) towards provisional maintenance charges for 12 (twelve) months in advance, commencing a week after notice in writing is given by the Developer to the Purchaser/s that the said Flat, is ready for being occupied, the Purchaser/s shall be liable to bear and pay the proportionate share of the maintenance charges and other monthly outgoings in respect of the said Flat. After the completion of the initial twelve months as aforesaid, the Purchaser/s shall be liable to bear and pay the maintenance charges in respect of the said Flat and the Purchaser/s further undertake/s to pay such provisional monthly contribution on or before the 5th day of each month in advance till formation of the Proposed Entities in respect of the said Building No.2 to the Developer and after formation of the Proposed Entities in respect of the said Building No.2 to the Proposed Entities in respect of the said Building No.2 and shall not withhold the same for any reason whatsoever. It is further agreed that the Purchaser/s will be liable to pay interest @ the Agreed Interest Rate as demanded by the Developer/the Proposed Entities in respect of the said Building No.2 for any delay in payment of such outgoings. The maintenance charges would include inter-alia the following:-

- (a) The expenses of maintenance, repairing, redecorating,

etc., of the main structures and in particular the gutters and rain water pipes of the said Building No.2, water pipes and electric wires in under or upon the said Building No.2 used by the premises/ premises holder/s in common with the other occupiers of premises and the main entrances, passages, landings, lift and staircase of the said Building No.2 and other common areas and amenities as enjoyed by the premises acquirers in common as aforesaid and the boundary walls of the said Building No.2, compounds etc.

- (b) Common internal roads that may lead to the said Layout Property and common amenities as may be provided or constructed by the Developer in the said Layout Property and which the occupants of the said Building No.2 in the said Layout Property would be using in common with the occupants of the neighbouring building/s and any other similar common infrastructural amenities or conveniences. It is presently envisaged that once the construction of all the Proposed Buildings on the said Layout Property are completed, thereafter, the amenities like common internal access roads, street lights, and other common amenities shall be managed by the Proposed Apex Body (if formed) or of the Proposed Legal Entities. Each Individual Body shall be liable to contribute amounts for such management and maintenance of the common layout amenities on a pro-rata proportionate basis viz. in proportion to the FSI consumed in the construction of each of the respective Proposed Buildings vis-à-vis the total available and consumed FSI for construction on the said Layout Property.
- (c) The cost of cleaning and lightning the passage, water pump, lifts, landings, staircases, common lights and other parts of the said Building No.2 used by the premises

acquirers in common as aforesaid.

- (d) The cost of the salaries of certain workers like clerks, accountant, liftmen, chowkidar, pump man, sweepers, drivers, housekeeping charges, etc., and the proportionate salary of certain part time workers like Engineers, Supervisors etc. their travelling expenses, welfare expenses like tea, coffee etc., the bonus to be given to them etc.
- (e) The cost of working and maintenance of common lights, water pump, lifts, common sanitary units and other services charges.
- (f) Insurance of the said Building No.2 (if and when taken).
- (g) The maintenance charges, cost, expenses and amounts required for maintenance of various common equipment that may be installed in the said Building No.2 including interalia street lights, treatment plant/s, sewer line, storm water drain, water lines, internal roads, garden, Civil, Mechanical and Electrical system installed for reuse of the waste water, Civil, Mechanical and Electrical system for rain water harvesting, High speed lifts, Submersible Pumps installed in Tank for Municipal Water and Tank for storage of Tanker / Bore well water, Pumps installed for firefighting, Tank for municipal water, overhead tank and other water tanks by whatever name called, firefighting system, Common Electric system. (Installed for the lights, pumps, equipment, lifts, security system etc.), Common Plumbing system, Common Security System and such other expenses as are necessary or incidental for the maintenance and upkeep of the building and the said Layout Property.
- (h) The Purchaser/s is/are aware that after the possession of

the said Flat is offered to the Purchaser/s and after he /she / they is/are admitted as member/s to the Proposed Entities in respect of the said Building No.2, it may take at least 12-18 months for the Proposed Entities in respect of the said Building No.2 to work out and inform each of the members about the exact breakup of the maintenance charges payable by him / her / them. Therefore during such a period the Proposed Entities in respect of the said Building No.2 is likely draw up ad-hoc bills towards maintenance. The Purchaser/s agree/s that he/she/they shall not raise any objection for payment of such ad-hoc bills and would give the Proposed Entities in respect of the said Building No.2 a time period of 12 to 18 months or more from the date of he/she/they is/are admitted as member/s of the Proposed Entities in respect of the said Building No.2, to enable the Proposed Entities in respect of the said Building No.2 to work out the exact details of the maintenance charges payable by him/her/them.

(i) Any municipal taxes payable to MCGM.

47. It is clarified that the heads of the maintenance charges as set out in Clause [47] hereof are not exhaustive in nature and are merely illustrative. The above referred maintenance charges are only provisional and any additional expenses should be reimbursed by the Purchaser/s to the Developer, the above provisional maintenance charges do not include property and municipal tax (which shall be payable by the Purchaser/s in addition to the aforesaid amounts at actuals).
48. Over and above the Purchase Price and other amounts payable by the Purchaser/s, the Purchaser/s hereby agree/s that in that event of any amount becoming payable by way of levy or premium, taxes, cess, fees, charges, etc., after the date of this agreement to MCGM, the concerned local authority or to the State Government or in the event of any other payment for a similar nature becoming payable in respect of the said

Layout Property and/or in respect of the various premises to be constructed thereon, the same shall be paid by the Developer, however, the same would be reimbursed by the Purchaser/s to the Developer in proportion of the area of the said Flat to the total area of all the premises being constructed on the said Layout Property.

49. The Purchaser/s agree/s and undertake/s to and shall observe perform and comply with all the terms and conditions and covenants to be observed performed and complied with by the Purchaser/s as set out in this Agreement (save and except the obligation of the Purchaser/s to pay the balance Purchase Price and other sums in which case the consequences as mentioned in Clause 9 shall apply) if the Purchaser/s neglect/s, omit/s, or fail/s to observe and/or perform the said terms and conditions and covenants for any reason whatsoever then in such an event, the Developer shall be entitled after giving one month's notice to remedy or rectify the default and in the event of the Purchaser/s failing to remedy or rectify the same within the said notice period, this Agreement shall be void able at the option of the Developer and in the event of the Developer so treating this Agreement void, the consequences of Clause [9] shall apply.
50. The Purchaser/s shall not alter, amend, modify etc., the elevation of the said Flat whether the side, front or rear and/or carry out any illegal and unauthorised alterations/extensions in the said Flat nor shall the Purchaser/s alter, amend, modify the entrance lobby, staircase, lift, passage, terrace etc. of the said Building No.2 and shall keep the above in the same form as the Developer construct the same and shall not at any time alter the said elevation in any manner whatsoever without the prior consent or alter the attachments to the elevation of the said Building No.2, including fixing or changing or altering grills, windows, air conditioners, chajjas etc., The Purchaser/s further irrevocably agree/s to fix their air-conditioners, whether window or split only after the written permission of the Developer. The Developer's decision in this regard would be final and binding on the Purchaser/s.
51. The Purchaser/s agrees not to do or omit to do or cause to be done by any

party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the building/project/Larger property or the Developer/Co-Developer or its representatives. In the event the Purchaser does or omits to do any such act, deed or thing then the Developer/Co-Developer shall without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement sending the Purchaser/s Notice of Termination.

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

- (a) To maintain the said Flat at the Purchaser's/Purchasers' own cost in good tenantable repair and condition from the date the possession of the said Flat is offered and shall not do anything or suffer anything to be done in or to the said Building No.2 and to the balconies, elevation-projections, staircase or any passage, which may be against the rules, regulations or bye-laws of the concerned local or any other authority nor to the said Flat itself or any part thereof.
- (b) Not to enclose the open balcony, flower bed, ducts or any other open area pertaining to the said Flat, whereby any FSI whatsoever is deemed to be consumed and without prejudice thereto not to do any act, deed, matter or thing, whereby any rights of the Developer/the Proposed Entity in respect of the said Building No.2 are in any manner whatsoever prejudiced/ adversely affected.
- (c) Not to carry out in or around the said Flat any alteration/changes of structural nature without the prior written approval of the Developer and the Structural Engineers and the RCC Consultants of the said Building No.2.

- (d) To ensure that no nuisance/annoyance/ inconvenience is caused to the other occupants of the said Building No.2 or other Proposed Buildings by any act of the Purchaser/s.
- (e) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature save and except domestic gas for cooking purposes or goods which are so heavy so as to damage the construction or structure of the said Building No.2 or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried any heavy packages, showcases, cupboards on the upper floors which may damage or is likely to damage the staircase, common passage or any other structure of the said Building No.2. On account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be personally liable for the consequence of the breach and shall be liable to bear and pay the damages as may be determined by the Developer and the same shall be final and binding upon the Purchaser/s and the Purchaser/s shall not be entitled to question the same.
- (f) To carry out at his/her/their own cost all the internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s.
- (g) Not to demolish the said Flat or any part thereof including interalia the walls, windows, doors, etc., thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the said Building No.2 and shall keep the portion, sewers, drains, pipes, in the said Flat and appurtenance thereto in good, tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the

said Building No.2 and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC pardis or other structural changes in the said Flat without the prior written permission of the Developer and the Proposed Entity in respect of the said Building No.2, when formed.

- (h) Not to do or permit to be done any act, deed, matter or thing, which may render void or voidable any insurance of the said Layout Property and the said Building No.2 or any part thereof or whereby any increase premium shall become payable in respect of the insurance.
- (i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or on the terrace or on the other premises or any portion of the said Layout Property and the said Building No.2.
- (j) To bear and pay any increase in local taxes, water charges, insurances and such other levy/ if any which are imposed by the concerned local/public authority either on account of change of user or otherwise in respect of the said Flat by the Purchaser/s.
- (k) The Purchaser/s shall not be entitled to transfer, assign or part with the interest or any benefit of this Agreement or charge or mortgage or encumber or create lien of the said Flat, without the prior written permission of the Developer, until all the dues payable by the Purchaser/s to the Developer hereunder and/or otherwise are fully paid up.
- (l) The Purchaser/s shall abide by, observe and perform all the rules, regulations and bye-laws of the Proposed Entity in respect of the said Building No.2 and of the Proposed Apex Body as also the additions, alterations or

amendments thereof that may be made from time to time for protection and maintenance of the said Building No.2 and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the Government and other public bodies and not commit breach thereof and in the event of the Purchaser/s committing breach thereof and/or any act in contravention of the above provision, the Purchaser/s shall be personally responsible and liable for the consequences thereof to the Proposed Entity in respect of the said Building No.2 and/or the concerned authority and/or other public authority.

- (m) The Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the Proposed Entity in respect of the said Building No.2 regarding the occupation and use of the said Flat and shall bear and pay and contribute regularly and punctually towards the taxes, expenses or other outgoings as may be required to be paid from time to time.
- (n) The Purchaser/s shall permit the Developer and its surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said Layout Property/said Building No.2/said Flat and/or any part thereof to view and examine the state and condition thereof, and to carry out the repair or replacements therein for a period of 5 years from the Purchaser/s being put in possession of the said Flat.
- (o) The Purchaser/s undertake/s not to enclose any passage/s, lobby or other common areas in any manner whatsoever.

53. The Purchaser/s is/are aware that only on the basis of and relying on the

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

54. At the time of execution of this Agreement the Purchaser/s shall pay amount of stamp duty and registration charges etc., payable in respect of this Agreement and the Purchaser/s shall register this Agreement with the concerned Sub-Registrar of Assurances within a period of 15 (fifteen) days from the execution hereof, shall within a period of 30 (thirty) days from the date of execution and inform the Developer of the serial number, under which the same is lodged for registration by forwarding the photocopies of the receipt issued by the Sub-Registrar to enable the Developer and/or its authorized representative/s to visit the office of the Sub-Registrar of Assurances and to admit execution thereof.
55. If the Purchaser/s, before being put in possession of the said Flat, desire/s to sell or transfer his/her/their interest in the said Flat or wishes to transfer or give the benefit of this Agreement to person, the same shall be done only after the Purchaser/s obtain/s the prior written permission of the Developer in that behalf. In the event of the Developer granting such consent, the Purchaser/s shall be liable to and shall pay to the Developer such sums as the Developer may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same **PROVIDED HOWEVER** that such transferee/s/assignee/s of the Purchaser/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the

Purchaser/s to be observed, performed and complied with. All the provisions of this Agreement shall ipso facto and automatically apply mutatis mutandis to such transferee/s/assignee/s also.

56. The Purchaser/s shall, from time to time, sign and execute all applications, papers and documents, and do all the acts, deeds, matters and things as the Developer may require, for safe guarding the interest of the Developer to the said Building No.2 and/or the premises therein.
57. All letters, circulars, receipts and/or notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served, if posted or dispatched to the Purchaser/s by Registered Post Acknowledgement Due (RPAD) or mailed at the electronic mail (e-mail) address as provided by the Purchaser/s to the Developer or shall be hand delivered at the address hereunder stated and shall effectually and completely discharge the Developer and the respective e-mail addresses of the Parties for the purposes of such notices and communications are as follows:.

(a) Developer : _____

(b) Purchaser/s : _____

58. All amounts towards the Purchase Price as payable by the Purchaser/s to the Developer in accordance with Clauses 3 and 4 hereof, shall be paid by y the Purchaser/s, subject to deduction of tax at source as per the provisions of Section 194/A of the Income Tax Act, 1961; and the Purchaser/s shall within the time prescribed by the provisions of the Income Tax Act, 1961 and the Rules framed there under, furnish to the Developer the requisite certificates of deduction of tax at source. It is clarified that non-payment of the amount of the deduction of tax at source to the concerned authorities or non-furnishing by the Purchaser/s of the requisite certificate

of deduction of tax at source to the Developer shall be deemed to be a breach equivalent to non-payment of the Purchase Price amount and shall accordingly attract the consequences as mentioned in Clause 9 hereof.

59. The Parties are setting out hereunder their respective Income Tax Permanent Account Numbers:

(a) **Developer** : AAACS7866F

(b) **Co-Developer** :

(c) **Purchaser/s** :

60. To the extent that the Maharashtra Real Estate Regulatory Authority may have exclusive jurisdiction under the applicable provisions of RERA and under the RERA Rules, all disputes between the Parties shall be brought before and be adjudicated by the Maharashtra Real Estate Regulatory Authority.

61. Subject to what is stated in Clause 60, any dispute, controversy, claim or disagreement of any kind whatsoever between or among the Parties in connection with or arising out of this Agreement or the breach, termination or invalidity thereof shall be referred to and finally resolved by arbitration. The invoking of arbitration in case of a Dispute shall not affect the termination of this Agreement (if terminated in accordance with the provisions hereof). The seat of the arbitration shall be Mumbai, India and the arbitration proceedings shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory re-enactment thereof in force in India at the time such arbitration is commenced. The arbitration proceedings shall be conducted by a sole arbitrator to be mutually appointed by the Parties and failing such mutual agreement on the appointment, the sole arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of the arbitration proceedings shall be English. The award rendered by the arbitral tribunal shall be in writing and shall set out the reasons for the arbitral tribunal's decision. The award shall allocate or apportion the costs of the arbitration, as the Tribunal deems fair. The

Parties agree that the arbitration award shall be final and binding on the Parties.

62. Notwithstanding anything contained herein, the Developer shall, in respect of any amount remaining unpaid by Purchaser/s under the terms and conditions of this Agreement, have a first lien and charge on the said Flat agreed to be purchased by the Purchaser/s hereunder.
63. The Purchaser/s shall have no right, title, interest, share, claim demand of any nature whatsoever and howsoever arising in to upon the said Layout Property and/or the said Building No.2 and/or otherwise in to upon the said Layout Property howsoever against the Developer and/or , save and except in respect of the said Flat. Nothing contained in this agreement is intended to be nor shall be constructed as a grant, demise or assignment in law, of the said Layout Property and/or the said Building No.2 and/or any part thereof.
64. Any delay or indulgence shown by the Developer in enforcing the terms of agreement or any forbearance or giving of time to the Purchaser/s shall not be constructed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice any rights of the Developer hereunder or in law.
65. The stamp duty and registration charges in respect of this agreement as well as other documents executed hereafter including inter alia the Proposed Conveyance as envisaged herein shall be borne and paid by the Purchaser/s only to the exclusion of the Developer and the Developer is not and shall not be liable to and/or be called upon to contribute anything in that behalf.
66. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement should be prohibited or rendered invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision

or the remaining provisions of this Agreement. Any unenforceable provision or provision which is ineffective or invalid under the applicable law shall be replaced and substituted by the Parties acting in good faith, by a provision which most nearly reflects the Parties' intent in entering into such unenforceable provision or provision which is ineffective or invalid under the applicable law.

67. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and the terms hereof are to the exclusion of and shall supersede and override all other and prior term sheets, allotment letter/s, correspondence, agreements, arrangements, understandings and assurances, either written or oral, between the Parties hereto including with any third party relating to the subject matter hereof. The Parties hereto expressly waive any and all the surviving terms contained in any and all of the abovementioned letters, agreements, arrangements, understanding and assurances, either written or oral or existing or proposed.

68. The Parties hereto acknowledge, declare and confirm that this Agreement represents the entire and only agreement between themselves regarding the subject matter hereof and no modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

Description of the said Layout Property

(PART A)

All that piece and parcel of land bearing CTS No. 1A/1 admeasuring 3022.20 square meters, lying being and situate at Village Anik, Taluka Kurla, within the jurisdiction of the City Survey office Chembur in the registration Sub-District of Mumbai Suburban and bounded as follows:

On or towards the East by : CTS No. 1A/2
On or towards the West by : Mahul natural Nalla
On or towards the South by : Mahul natural Nalla
On or towards the North by : Mahul natural Nalla

(Part B)

All that piece and parcel of land bearing CTS No. 1A/2 admeasuring 72789.9 square meters, lying being and situate at Village Anik, Taluka Kurla, within the jurisdiction of the City Survey office Chembur in the registration Sub-District of Mumbai Suburban and bounded as follows:

On or towards the East by : CTS No. 1A/5
On or towards the West by : Mahul natural Nalla
On or towards the South by : ongoing "Ajmera Aeon" residential tower.
On or towards the North by : CTS No. 5.

(Part C)

All that piece and parcel of land bearing CTS No. 1A/3 admeasuring 6753.3 square meters, lying being and situate at Village Anik, Taluka Kurla, within the jurisdiction of the City Survey office Chembur in the registration Sub-District of Mumbai Suburban and bounded as follows:

On or towards the East by : CTS No. 1A/15
On or towards the West by : CTS No. 1A/15, 1B & CTS No. 2
On or towards the South by : CTS No. 4
On or towards the North by : CTS No. 5

(Part D)

All that piece and parcel of land bearing CTS No. 1A/6 admeasuring 4522.70 square meters, lying being and situate at Village Anik, Taluka Kurla, within the jurisdiction of

the City Survey office Chembur in the registration Sub-District of Mumbai Suburban and bounded as follows:

On or towards the East by : CTS No. 1A/2

On or towards the West by : Mahul natural Nalla

On or towards the South by : Mahul natural Nalla

On or towards the North by : Mahul natural Nalla

THE SECOND SCHEDULE ABOVE REFERRED TO

Description of the said Flat

ALL THAT flat/shop/premises situated on the _____ level computed from the plinth/ground level of the Building known as "Ajmera Treon" which is being constructed as part of the layout of the land more particularly described in the First Schedule above written and on the _____ habitable floor excluding the podium floors in Wing _____ and numbered _____ (flat number) for the purpose of development having carpet area of _____ square meters of the flat/shop (excluding the areas of external walls and balconies etc. As per provisions of section 2(k) of the Real Estate (Development and Regulation) Act 2016 together with the attached balcony of _____ square meters carpet area and also together with enclosed balcony of _____ square meters carpet area aggregating to _____ square meters carpet area in accordance with the provisions of the Real Estate (Development and Regulation) Act 2016 AND having the carpet area of _____ square meters calculated as per the practice under MOFA.

THE THIRD SCHEDULE ABOVE REFERRED TO

Common Areas and Facilities

1. Society office
2. Podium

3. Entrance foyer at ground and first floor level.
4. Security cabin
5. Terrace above top floor level
6. Lift lobbies
7. Lifts
8. Staircases
9. Meter Room
10. Recreation garden at podium level
11. Swimming Pool and Club house.
12. Servant's toilet.
13. Earthquake resistant RCC structure.
14. Power back-up for elevators and common area.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands the day and year hereinabove written.

SIGNED SEALED AND DELIVERED)

By the within named Developer)

Ajmera Realty And Infra India Limited)

through its Director)

Mr. _____)

in presence of)

1. _____)

)

2. _____)

By the within named Co-Developer)

M/s. VIJAY NAGAR APARTMENTS)

through its Partner)

Mr. _____)

in presence of)

1. _____)

)

2. _____)

SIGNED AND DELIVERED)

By the within named Purchaser/s)

)

in the presence of)

1. _____)

2. _____)

RECEIPT

RECEIVED of and from the within named Purchaser/s an aggregate sum of Rs.

_____ (Rupees _____

_____ Only) as

within mentioned vide the following cheques:

Sr. No.	Cheque No.	Name of Bank	Branch	Amount
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TOTAL				

WE SAY RECEIVED

For Ajmera Realty and Infra India Limited:

()

Authorized Signatory

Witnesses:

1.

2.