

Project Registration No: - _____

APPLICATION

**APPLICATION FOR ALLOTMENT OF APARTMENT IN “INDIABULLS BLU”
PROJECT SITUATED AT CADASTRAL SURVEY NOS. 131 &132, GANPAT RAO
KADAM MARG, NEAR WORLI CIRCLE, MUMBAI- 400013**

M/s. Indiabulls Infraestate Limited,
15th Floor, Tower -1, Indiabulls Finance Centre
612-613, Elphinstone Mill Compound,
Senapati Bapat Marg
Elphinstone Road (W), Mumbai – 400 013.

Dear Sir,

I/We, the applicant(s) understand that M/s. Indiabulls Infraestate Limited (“Company”), is developing a Residential project under the name and style of “**INDIABULLS BLU**” at **Cadastral survey NOS. 131 &132, Ganpat Rao Kadam Marg, near Worli Circle, Mumbai- 400013**, which comprising of multistoried building (s)/Tower (s) & Apartments and amenities, each being constructed and developed under different Phases.

I/we hereby request the Company to allot in my/our favour a Residential Apartment in Tower/Wing_____ being developed as independent Phase, (hereinafter referred to as “**Project**”) together with the right to use the exclusive areas if any in respect of the Apartment, (hereinafter referred to as “**Unit/Apartment**”) along with the right to use the Amenities, and the Car Parking Slots, which may be developed as/under separate independent phases, the details of Unit/Apartment and exclusive area if any is provided along with this Application. The Gross Area of the Unit/ Apartment is_____Sq. Mtrs.

I/We, hereby remit a sum of Rs./-
(Rupees.....
. Only), by Bank Draft / Cheque bearing number, dated
....., drawn on....., in favour of IDIABULLS
INFRAESTATE LIMITED, payable at Mumbai / by Credit Card/Debit Card: Transaction
Code:..... / by Net Banking/IMPS/NEFT: Transaction Code:.....,
towards the application for said allotment of the Unit / Apartment along with the right to use the

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First Applicant

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Amenities, and the Parking Slots, which may be developed as/under separate independent phases with different timeline. (**“Application Amount”**).

[NOTE: All receipts issued shall be subject to realization of bank draft(s)/ cheque(s). In case of cheque(s)/pay orders/demand drafts payable outside Mumbai Bank, collection charges of Rs. 5000/- shall be charged. Clearance of Outstation Cheques should take place within due date towards any demand raised. In case the cheque comprising of the Application Amount is dishonored for any reason, the Application stands rejected without any notice to the Applicant(s). Company shall not be held responsible for any loss or delay of cheque clearance.]

In the event and after receipt of Initial Booking Amount, if the Company decides to allot an Apartment alongwith the right to use the Amenities, and the Parking Slots, which may be developed as separate independent phases, I/we agree to pay further installments of Total Sale Price and all other charges and dues as stipulated in this Application and/or the Agreement for Sale that shall be signed between the Parties in accordance with the Payment Plan as chosen by me/us. For all delayed payment, the Applicant(s) shall be liable to pay and the Company shall be entitled to charge simple interest at SBI Marginal Cost of Lending Rate plus two percent per annum from the respective due dates until payment and/or realization by the Company.

I/ We have also clearly understood that this Application does not constitute a binding agreement to sell and I/We do not become entitled to the provisional and/or final allotment of Unit/Apartment along with the right to use the Amenities, and the Parking Slots, which may be developed as/under separate independent phase(s), despite the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this Application. I/we am/are making this Application being fully aware of the fact that my/our said Application for Allotment shall stand rejected in the event, my/our cheque for Application Amount is dishonored and/or I/We fail to pay to Company next installment within stipulated days from the date hereof as per the Payment Plan and in such event the Application Money paid by me along with this Application shall stand forfeited in favour of the Company. Application Money along with next installments payable by me/us prior to execution of Agreement for Sale herein referred as “Initial Booking Amount”.

I/ We have also clearly agreed and understood that I/we shall pay the necessary stamp duty and other charges and execute the Agreement for Sale as per Company’s standard format within a period of 30 days from the date of receipt of intimation from the Company to that effect and return the duly executed Agreement for Sale to the Company to fix the time and place for registration of the said Agreement for Sale. I/we shall keep ourselves present for registration of Agreement for Sale and admit execution thereof in accordance with the requirement of Registration Act. It is only after I/we sign, execute and register the Agreement for Sale as per the Company’s standard format agreeing to abide by the terms and conditions laid down therein that

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First Applicant

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the allocation shall become final and the terms of such Agreement for Sale shall be binding upon the Company as well as me/us. If I/we fail to execute and register the Agreement for Sale as aforesaid, the Company shall be free to cancel my/our Application for Allotment and return the money after deducting necessary cancellation charges without any interest or compensation.

I/we am/are making this Application being fully aware of the fact that cancellation of my Application or booking and/or my/our application for refund will be subject to such terms and conditions and deductions as mentioned herein. I/we further agree that if due to any reason whatsoever attributable to me/us including but not limited to:

- (a) Non-compliance of the terms and conditions of this Application; or
- (b) Failing to pay stamp duty and sign and register Agreement for Sale within 30 days from the date of intimation by the Company to execute and register the same; or
- (c) On making application for cancellation of this Application;

Then in the above mentioned eventuality, it shall be open for the Company to cancel my/our Application and/or booking and forfeit and/or claim 9.9 % of Total Sale Price towards Cancellation Charges (“**Cancellation Charges**”).

I/ we agree that apart from the aforesaid Cancellation Charges, I/we shall also be liable to pay to the Company interest on delayed payment, processing fee, PRE-EMI interest (if any paid by the Company to Financial Institution under particular payment plan), brokerage etc. and the Company shall be entitled to deduct the said amount from the Initial Booking Amount while refunding the balance amount to me/us. In the said circumstances, I/we shall also execute the necessary documents as may be required by the Company to record the cancellation of our Application and/or booking and submit the same with the Company with all original documents.

I/We agree that I/we shall not be entitled to transfer our booking till the possession of The Apartment. However the company may consider our request for transfer at its discretion and allow such transfer subject to such transfer charges as it may deem fit.

I/We have been shown as well as independently investigated and verified all the documents pertaining to title of the parcel of the land over which the said Project is proposed to be constructed and I/We have also been informed of the other requirements, clearances, approvals, requisitions which the Company is in the process of obtaining which includes but are not limited to approval for Layout Plan and/or Building Plan so as to give effect to construction of the said Project. This is only an application form. The final apartments and the amenities to be sold will be detailed in the Agreement for Sale to be executed and I/We agree not to object to any differences between the specifications, areas and amenities in the application form and the Agreement for Sale.

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First Applicant

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I/We have read and understood all the term and conditions stated herein and am/are agreeable to the same. I/We agree to abide by the terms and conditions of this Application including those relating to payment of Total Price and other deposits, charges, rates, taxes (hereinafter defined) cases, levies, etc., as well as forfeiture of monies as laid down herein.

DECLARATION:

I/We the Applicant(s) do hereby declare that the Company has readily provided all information/clarification as required by me/ us and I/we have not relied upon or influenced by any, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature, whatsoever whether written or oral, estimated facilities, amenities to be made available or any other data except as represented in this application and I/we have relied solely on my/our own judgment in deciding to make the application for allotment of the Apartment which will be subject to the terms and conditions as set out here in this application and that the particulars/information given by me/us are true and correct and nothing has been concealed therein.

I/we confirm

Signature of Applicant(s)

Applicant 1 _____ Applicant 2 _____

Applicant 3 _____

PARTICULARS OF APPLICANT

Instruction for filing the Application Form

1. All fields are compulsory fields
2. Please go through the Terms and Conditions before filing up the application form
3. Customer(s) signatures are required wherever specified, please do not sign on incomplete and Blank form
4. Kindly avoid "Overwriting"- Please countersign in case of any overwriting/ changes
5. Kindly insist on an acknowledgment of the application

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First Applicant

Second Applicant

Project Registration No: - _____

1. PERSONAL DETAILS OF THE APPLICANT(S)

FIRST/PRIMARY APPLICANT:

Mr./Mrs./Ms. S/W/D.....
Guardian's Name (If Minor).....Guardian's Relationship with minor.....
Occupation: Service () Business () Professional ()
Others Please Specify (.....)
Nationality: Indian born Indian Resident () Non-Resident Indian ()
Foreign National of Indian Origin () Foreign National in India ()
Others Please Specify (.....)

Residential/Mailing Address.....
.....PIN

Phone(Residential).....Phone(Office).....
Mobile(I).....Mobile(2).....
Email.....Fax No

PAN.....

SECOND APPLICANT:

Mr./Mrs./Ms. S/W/D.....
Guardian's Name (If Minor).....Guardian's Relationship with minor.....
Occupation: Service () Business () Professional ()
Others Please Specify (.....)
Nationality: Indian born Indian Resident () Non-Resident Indian ()
Foreign National of Indian Origin () Foreign National in India ()
Others Please Specify (.....)

Residential/Mailing Address.....
.....PIN

Phone(Residential).....Phone(Office).....
Mobile (I).....Mobile (2).....
Email.....Fax No

PAN.....

THIRD APPLICANT:

Mr./Mrs./Ms. S/W/D.....
Guardian's Name (If Minor).....Guardian's Relationship with minor.....
Occupation: Service () Business () Professional ()
Others Please Specify (.....)
Nationality: Indian born Indian Resident () Non-Resident Indian ()
Dated Dated

X

X.....

First Applicant

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Foreign National of Indian Origin () Foreign National in India ()
Others Please Specify (.....)

Residential/Mailing Address.....
.....PIN
Phone(Residential).....Phone(Office).....
Mobile (I).....Mobile (2).....
Email.....Fax No
PAN.....

IN CASE OF THE APPLICANT BEING A COMPANY / PARTNERSHIP CONCERN / PROPRIETARY CONCERN

M/s.....
Registered Office Address.....Pin.....
Corporate Office Pin
Registration NumberCIN No.
TIN No. PAN No.
Board Resolution / Authority Letter Date.....
In Favour of Email
PhoneFax No.

The Applicant(s), in case of a company / firm, shall provide the list of its existing shareholders / partners as on the date of signing this Application.

Contact:Through Mr. / Mrs. /Ms.....
S/W/D of..... Designation.....
Phone (Residential).....Phone (Office).....
Mobile (1).....Mobile (2).....
Email.....Fax No
PAN.....

DOCUMENTS TO BE SUBMITTED WITH THE FORM

Copy of the PAN, Copy of the Residential Proof, Copy of Board Resolution, Certificate of incorporation of Company, Copy of letter of authority from other Partners, Certificate of Registration of Partnership Firm and in case of Proprietary Concern.

APPLICATION SOURCE:

Real Estate Agent Name:.....

Real Estate Agent Registration No.:.....

Dated

Dated

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First Applicant

Second Applicant

Project Registration No: - _____

Real Estate Agent Contact Detail: Phone (office).....Mobile.....
Email.....

2. DETAILS OF THE PREFERRED RESIDENTIAL APARTMENT (“APARTMENT”)

- a) Type:..... b) Level:.....
c) Wing/Tower / Building / Block /Sector..... d) Apartment No.....
e) Carpet Area [as per RERA]: Sq. Mtr. (Equivalent toSq. ft.)
Together with the Exclusive right to use:..... Square feet (equivalent to Sq. Mtrs.)
Within The Apartment.
g) Exclusive use of _____ Number and Category of Parking Slots:
1) (in words). Type
h) Details of Amenities: Club Facilities

3. PRICE DETAILS

Sale Price (of the Apartment (APPROX) with areas/features referred to in Paragraph 2 (e) and (f) respectively (collectively called “**the Premises**”) and right to use Parking Slots referred to in clause2(g):Rs.....(Rupees.....
.....
.....only)

Apart from and in addition to the Sale Price of the Premises, the Applicant(s) shall on or before the date of possession pay following amounts to the Company:

- (a) Rs. 50,000/- (Rupees Fifty Thousand only) towards legal charges and towards cost of preparing & engrossing the Agreement for sale (non-refundable);
(b) Rs. _____/- (Rupees _____only) towards installation or connection of water, electric and sewer services and M.S.E.B. Expenses (non - refundable);
(c) Rs. _____/- (Rupees _____only) per sq. ft. of area of the Premises towards Facility Development charges for establishment and raising of the facility management services by the Company (non-refundable);
(d) Deposits to be paid on demand of Company to the concerned statutory body or local or public authority and electricity supply company, for water, electricity, gas, telephone connection or any other service connection in the building, as and when applicable;
(e) Rs. _____/- (Rupees _____only) towards the said infrastructure/common facilities Charges at the rate of Rs. _____/- (Rupees _____only) per square feet of the Premises (non-refundable);
(f) Rs. _____/- (Rupees _____only) for formation and registration of the Organization (non-refundable);

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First Applicant

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- (g) Rs. _____/- (Rupees _____only) for share money, application and entrance fee of the Organization that may be formed or such other larger sum as may be required at the time (Additional Rs.100/- per person if number of person exceeds 1);
- (h) Rs. _____/- (Rupees _____only) towards Club House Membership Fees (non-refundable);
- (i) Rs. _____/- (Rupees _____only) towards 18 (Eighteen) months advance Monthly Maintenance Charges to be applied from the date of offer for possession.

Note:

- The above mentioned Sale Price and other charges shall be paid by the Applicant(s) as per demand of the Company on or before the offer for possession of the Apartment.
- The advance Monthly Maintenance Charges shall be applied from the date of offering of possession of the Premises. The Company/promoter or its nominated agency shall commence issuance of the invoice of monthly maintenance charges as per the prevailing rates of men and material for rendering of the maintenance services, which will be subject to revision on monthly/quarterly/yearly basis.
- The Sale Price and other charges does not include any increase or decrease in the sale price due to change in the Carpet Area of the apartment, additional infrastructure or development charges not contemplated at the time of this Application, all applicable Taxes (including but not limited to GST), and the same shall be payable by the Applicant(s) on and above the Sale Consideration and other charges as applicable.
- The Applicant(s) shall pay, in addition to the Sale Price and other charges, a sum equal to the proportionate share of the Taxes; the proportionate share being calculated in the ratio of area of the Premises to the total area of all the other premises in the said Project.
- The stamp duty, registration and incidental charges as well as the expenses for execution of Agreement for Sale etc. shall be borne and payable by the Applicant(s) ,in addition to the Sale Price and other charges and taxes, at the time of execution and registration of the Agreement for Sale.
- The Total Sale Price does not include any other charges that may be payable by the Applicant/s, on demand by the Company, as per the Agreement for Sale.
- The Club House Membership Charges does not include monthly/yearly charges towards maintenance, upkeep and usage of Club House.
- The Club House and other amenities as may be specified in the Agreement for Sale, will be part of promoter's retained area and will not form a part of common areas and facilities.

4. PAYMENT PLAN:

I/We (Name of the applicants) have followed and understood company's different payment plans i.e. Down Payment Plan, Construction Linked Payment Plan,

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First Applicant

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Interest Subvention Payment Plan and Current Scheme Payment Plan for allotment of apartment and terms & conditions applicable to the said payment plan. After taking in to consideration all the benefits, risk & probabilities, I/We here by voluntarily opt for Payment plan as more particularly mentioned herein below and instruct the Company accordingly. I/we shall remain bound by the payment plan opted for & the terms and the conditions (mentioned below) applicable to said payment plan throughout the transaction.

PAYMENT PLAN

Customer's Signature:

Applicant 1.....

Applicant 2.....

Applicant 3.....

Dated

X

First Applicant

Dated

X.....

Second Applicant

Notes:

- All payments other than Application Money and Initial Booking Amount **shall** be made by the Applicant within a period of 15 (Fifteen) days from the date of receipt of demand letter from the Company. The Application Money and Initial Booking Amount shall be paid as per payment plan without any demand letter from the Company.
- Any delay in payment shall attract interest at SBI highest Marginal Cost of Lending Rate plus two percent which shall be without prejudice to the right of the Company to cancel the booking at the expiry of 15 days' notice and refund the amount without any interest and after deduction of cancellation charges as mentioned in the Application.
- In case of payment by Cheque / Demand / Pay Order draft the same shall be drawn in favour of "**M/s.Indiabulls Infraestate Limited**". Please provide details of the Apartment and the name of the Applicant/s on back of the Cheque/Demand draft/Pay Order. The payment through direct deposit /RTGS should be followed with confirmatory mail giving payment details addressed to customer.care@indiabulls.com. The Company will not be responsible in case of any interest being demanded due to lack of information or any wrong information provided.
- For every instance of cheque which is dishonored, the Applicant(s) shall be liable to pay a sum of Rs. 5,000/- to the Company.
- Any payment/s made by the Applicant(s) shall be first appropriated towards interest and the balance if any, towards the principal sum of the installments of the Total Price. The balance amount due and payable by the Applicant(s) of the Total Price or otherwise shall continue to attract interest from its due date till the date of payment and realization thereof.
- In case of cancellation of this application for allotment or agreement for sale under Interest Subvention Payment Plan which is not due to default on the part of the Company, the Applicant(s) shall be liable to pay Pre-EMIs (paid by the Company on the Applicant's behalf) to the Financial institutions/Bank in addition to the forfeiture of money as mentioned in the Application.
- The prices, terms and conditions stated herein are merely indicative with a view to acquaint the Applicant (s) and are not exhaustive.
- We request you to independently verify and confirm the details of Apartment, Amenities, Facilities and Project prior to making any decision of purchase.
- All affiliations reflected in the Marketing Material may not be relevant to the project in question.
- Services offered in other projects may not be offered in the project in question.
- Any compensation claimed against the promoter will be subject to the Terms and Conditions in the agreement for sale of unit/apartment duly executed with the promoter.
- You may approach our sales team directly or are required to deal with only those real estate agents who are duly registered with the RERA Authority in respect of our projects,

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First Applicant

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the names and particulars of such registered real estate agents can be obtained from website or our sales and marketing team.

- This Disclaimer is to be understood in its widest possible sense, without any qualification or limitation.
- No information given in the Marketing Material creates a warranty or expands the scope of any warranty that cannot be disclaimed under applicable law. Your use of the website or other advertisement material in circulation is solely at your own risk and volition.
- The Company reserves the right to add, alter or delete information from the Marketing Material at any time and may and at any time, revise the terms herein without notifying the viewer. The real estate projects contained in the Marketing Material may not be registered and in certain cases may not require registration.
- The viewer before making a purchase should rely only upon information given in writing by the sales team of the Company duly updated after 1st May, 2017 and not of any earlier date. Please note that the Company will not be liable for any consequences arising as a result of any action taken by the viewer relying on the Marketing Material

I/we have read, understood/explained in vernacular & confirm the above.

Signature of Applicant(s)

Applicant 1 _____ Applicant 2 _____

Applicant 3 _____ Applicant 4 _____

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First Applicant

Dated

X.....

Second Applicant

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For Office Use Only

Sales Person Name

Signature Date

DETAILS OF THE PREFERRED RESIDENTIAL APARTMENT ("APARTMENT")

- a) Type:..... b) Level:.....
c) Wing/Tower / Building / Block /Sector..... d) Apartment No.....
e) Carpet Area [as per RERA]: Sq. Mtr. (Equivalent toSq. Ft.) Together with the Exclusive right to use:..... Square Mtr (equivalent to Sq. Ft.) Within The Apartment.
f) Exclusive use of _____Number and Category of Parking Slots:
1) (In words). Type

Total Sale Price payable for the unit: Rs...../- (Rupees
.....
.....)

APPLICATION SOURCE:

Real Estate Agent Name:.....

Real Estate Agent Registration No.:.....

Real Estate Agent Contact Detail: Phone (office).....Mobile.....
Email.....

Signature and Stamp

Customers Signature

CHECK LIST FOR RECEIVING OFFICER:

Yes No

- a) Provisional Reservation amount Cheques/drafts
b) Signature of the Applicant(s) on all pages of the Application marked 'X'
c) PAN & copy of PAN Card/Undertaking (Compulsory)
d) For Companies: Memorandum & Articles of Association and certified of board resolution and for partnership firm, copy of partnership Deed/firm registration certificate & authorization letter/power of attorney. The Applicant(s), in case of a company/firm, shall Provide the list of its existing shareholders/partners as on the date of signing this Application.

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First Applicant

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- e) For foreign nationals of Indian origin: Passport photocopy/funds from NRE/FCNR A/c.
- f) For NRI: Copy of passport & payment through NRE/NRO A/c.
- g) One Photograph (All Applicants)
- h) Address/Identity proof: Photocopy of Electoral Identity Card/ Ration Card, Driving License/ Passport etc.

Remarks:

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Project -Head:X.....

Place:

Dated

X

First Applicant

Dated

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Second Applicant

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is made at Mumbai this ____ day of _____, 2017 AMONGST:

INDIABULLS INFRAESTATE LIMITED, a company incorporated and registered under the Companies Act 1956 having its registered office at M-62&63, 1st Floor, Connaught Place, New Delhi- 110001 hereinafter referred as "**Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and assigns) of the **First Part**;

AND

«Name of Client » having address at «Address» hereinafter referred to as the “**Purchaser/Allottee**” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include in case of an individual/s his/her/their heirs, executors administrators and permitted assigns / in the case of a partnership firm, the partners for the time being and from time to time constituting the partnership firm, the survivor/s of them and the heirs, executors and administrators of the last surviving Partner and permitted assigns / in case of a body corporate / company, its successors and permitted assigns / in case of a Hindu undivided family the Karta and members for the time being and from time to time of the coparcener and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and permitted assigns / in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and permitted assigns) of the **Second Part**;

WHEREAS:

A) The Promoter is owned, seized and possessed of and well and sufficiently entitled to all that piece and parcel of land bearing Cadastral Survey Number 131 admeasuring 4898.49 square meters and Cadastral Survey Number 132 admeasuring 29040.34 square meters both together aggregating to 33938.83 square meters or thereabouts of Lower Parel Division within the limit of Mumbai Municipal Corporation and falling in ‘G’ South ward situated at Ganpatrao Kadam Marg, Lower Parel, Mumbai- 400 013 and undivided portion of the land bearing City Survey Number 1/ 132 admeasuring approx. 4926.14 square meters or thereabout of Lower Parel Division within the limit of Mumbai Municipal Corporation and falling in ‘G’ South ward situated at Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 in aggregate admeasuring 38864.97 square meters or thereabouts (hereinafter referred to as “**the said Property/Land**”) and more particularly described in the **First Schedule** hereunder written.

B) A certificate of title issued by Dhaval Vussonji & Associates, Advocate & Solicitors in respect of the said Property together with the copy of the Property

Register Cards in respect of the said Property is hereto annexed and marked as **Annexures "A"**;

C) The Promoter is in possession of the said Property and propose to construct buildings on the said Property in a phase wise manner as per the plans approved or to be approved by the concerned authority with such amendments & alterations as may be permitted by the authorities concerned;

D) The Promoter intend that the whole of the development to be undertaken by them in relation to the said Property as also adjoining properties, if any, be known as **"INDIABULLS BLU"** (**"the said Project"**);

E) The Promoter by themselves or through or with their nominees or associate or group sister concern/s are entitled to, have acquired and/or propose to acquire and/or develop nearby lands/properties which are contiguous, adjacent and/or adjoining the said Property and enter into such arrangement or agreement as they may deem fit with the holders thereof and amalgamate such lands and properties with the said Property and/or sub divide the same and/or include the same in the scheme of development of the said Project **"INDIABULLS BLU"** in the manner as they may deem fit;

F) In view of the aforesaid, reference to the said Property and the INDIABULLS BLU Project or the said Project in this Agreement, shall be deemed to mean and include the development of the nearby contiguous, adjacent and adjoining lands and properties acquired / may be acquired in future and construction thereon wherever the context so permits or requires as part of the said Project;

G) The Promoter is already in the process of receiving TDR and submitting the common layout development plan of the said Property along with the adjoining plots bearing Survey No.128, 129, 130 and 133 so as to provide FSI benefit and better access to the said Project from E Moses Road. The proposed common layout plan for development is hereto annexed as **Annexure "A-1"**. The Purchaser(s) has been explained the effect of TDR and proposed Common Layout Plan on the Project and Layout and the Purchaser(s) has given his free

and informed consent for the changes as may be necessary in the Buildings and Layout Plan pursuant to TDR and/or Common Layout Plan.

H) The Promoter has appointed Spaceage Consultants, the Licensed Surveyor who is duly registered with the Municipal Corporation for Greater Mumbai (“**MCGM**”) in connection with the construction of the building on the said Property (hereinafter referred as the “**Architect/Licensed Surveyor**”);

I) The Promoter has also appointed Thornton Tomasetti Inc., as Structural Engineers for providing the structural designs and drawings of the said Building (*as defined hereinafter*);

J) The Purchaser has accepted the professional supervision of the Licensed Surveyor and the above referred Structural Engineers and/or any other architect or structural engineer, who may be appointed by the Promoter till the completion of development on the said Property and for the purpose of construction and completion of the said Building;

K) The Promoter had submitted plans to the MCGM, for the development of the said Property and have received the following approvals:

(i) Intimation of Disapproval (“**IOD**”) bearing no. EB /5918/GS/A dated 25th July, 2011 which was amended from time to time by MCGM and the latest amendment being as on 10.07.2013. A copy of the Intimation of Disapproval with its amendments is hereto annexed as **Annexure “B”** ;

(ii) Commencement Certificate (“**CC**”) bearing no. EEBPC/5918/GS/A dated 20/3/2012 which was amended from time to time by MCGM and the latest amendment being as on 25th Aug 2015. A copy of the latest amended CC is hereto annexed as **Annexure-“C”** ;

(iii) Plan of the Layout as approved by the MCGM, a copy of which is hereto annexed as **Annexure-“C-1”**

L) Accordingly, the Promoter has, inter-alia, commenced construction of a

building being a high rise building having four wings namely "A", "B", "C" and one Wing "D" which is now proposed to be used for residential purposes (**"the said Building"**); The Promoter shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

M) This Agreement relates only to **Wing A** of the said Building which as per the current approved plan comprises of **49 levels (2B+G+46)** (hereinafter called **"the said Wing"**). The habitable floors of the said Wing may be registered and developed, independent of the common areas and facilities of the Wing and/or Building and limited common areas and facilities that may be provided in the Project, in separate phase with separate timeline.

N) The said Wing is being constructed on a part/portion of the Property as shown on the plan hereto annexed and marked as **Annexure "D"** ("Plan "A") as surrounded by red coloured boundary lines;

O) The Purchaser(s) hereby acknowledge(s) and agree(s) that the said Wing is part of layout development and as such the Promoter would be conveying only the built-up area of the said Wing or Wings (except the basement and podium) to the organization/association formed of the individual Wing or Wings (being either a co-operative society/condominium/limited company or combination of them), which shall not be later than 18 (Eighteen) months from the date of receipt of Occupation Certificate and handing over of all the Flats in the Wing(s) to respective purchasers of the Flats/Apartments in the Wing(s). The Promoter shall subject to the terms of the Municipal Corporation, and Rules and Regulation but only after all Apartments (including Car Parking/other Spaces) in the buildings and in the Project are sold/ allotted and after full development of the said entire Project comprising of various buildings is completed by utilising the full F.S.I. of the said entire land and other surrounding plots/lands that may be taken by the Promoter and after fully utilising increased F.S.I. available due to any change in the Development Control Rules or by way of amalgamation / Sub-Division with adjoining properties and/or having fully utilised the T.D.R. which may be obtained by the Promoter and/or after having fully utilised any F.S.I. available for

development and/or construction on the said Land, or any other Scheme or Project or due to amendment of D.C. Regulations or any other Act, Rules or Regulations or as incentive under any Scheme that may be formulated/floated by Central/State Government or Municipal Corporation or any other authority or otherwise howsoever or after 18 months from the date when the Apex Body of the Organisations is formed whichever is later, but only after receipt by the Promoter of the full consideration or price of all Apartments and all other dues receivable in terms of the Agreement or otherwise at law from all buyers, cause to be transferred to the said Apex Body, all the right, title and interest (except those reserved by the Promoters for themselves or their nominees & assignees) of the Owners/ Promoters as may be permitted by the authorities (excluding the Buildings/Wings Conveyance) by obtaining or executing the necessary conveyance of the said Project land.

P) The Promoter has sole and exclusive right to sell the Apartments in the said Wing and buildings to be constructed by the Promoter on the said Property and to enter into Agreement/s with the allottee(s) of the Apartments to receive the sale consideration in respect thereof;

Q) The Purchaser/s has/have demanded from the Promoter and the Promoter has given full, free and complete inspection to the Purchaser(s) of all the documents of title relating to the said Property, the I.O.D., C.C., the sanctioned plans and the proposed common layout development plan with adjoining lands/plots, designs and specifications of the said Flat/Apartment prepared by the Promoter's Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**the said Act**") and the Rules and Regulations made thereunder including all the documents mentioned in this Agreement and the Purchaser/s has/have satisfied himself/herself/ themselves/itself about the same;

R) The Purchaser/s hereby agree and confirm with the Promoter that the Promoter and/or their nominees or assignees shall have right to use and enjoy at all times (even after the conveyance of the said Wings, Buildings or Property) all the facilities that may be finally provided by the Promoter

including common pathways, recreation facility, storm water drains, sewage treatment plant, limited common area facilities, sewerage lines, electricity – cables, electrical meters and “panel rooms, underground and overhead tanks, water pipe lines, pump room and auxiliary tanks, common lighting, servants common toilets, lifts, Lift Machine Rooms and all such other facilities forming part of the said Project (hereinafter for convenience sake all or any of the aforesaid facilities which may be provided are collectively hereinafter referred to as “**the said infrastructure/common facilities**”);

The Purchaser is desirous of purchasing a residential flat bearing No. _____ admeasuring _____ square meters of Carpet Area i.e. _____ square feet of carpet area or thereabouts inclusive of the area of the balconies, if any, on the _____ Level of the ____A Wing of the said Building which includes the benefit of _____ no. of car parks (“**the said Flat/Apartment**”) on the terms and conditions and the consideration specified hereinafter. As per the said Act, the carpet area of the said Apartment will be _____ square meters (equivalent to _____ square feet). Apart from Carpet Area as per the Act, the Purchaser will have exclusive right to use _____square meters (equivalent to _____ square feet) of area within the Apartment which includes balcony, internal staircase, internal lift and terrace if any.

S) The Parties relying on the confirmation, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws and the Purchaser(s), having perused all the necessary documents, deeds and writings related to title of the Promoter to the said Property and the said Building along with all other documents as specified in the said Act and under this Agreement, and after being fully informed and satisfied about the same, as also about the status, approvals, sanctions and the plans in respect of the said Wing and the said Building, is/are desirous of purchasing from the Promoter the said Flat/Apartment on the terms and conditions and the consideration specified hereinafter;

T) Prior to the execution of these presents the Purchaser has paid to the Promoter a sum of Rs. _____ (Rupees _____) and at the time of

execution the purchaser/s has paid to the promoter a sum of Rs _____(Rupees _____)only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Purchaser as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

U) The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____under no. _____.

V) Under section 13 of the said Act, the Promoter is required to execute a written Agreement for Sale of the said Apartment with the Purchaser(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908.

W) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said Apartment with ____ no. of parking space.

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

1. In this Agreement, unless another intention is stated;
 - (i) the recitals, Annexures and Schedules contained herein shall constitute an integral and operative part of this Agreement as though contained in this operative portion and shall be read and construed accordingly as an essential part of this Agreement.
 - (ii) the singular includes the plural and vice versa;
 - (iii) Reference to a particular gender does not exclude the other gender;
2. The Promoter shall construct the said Wing and/or Building(s) on the said Property in accordance with the approved plans, specifications, designs

and elevations as approved/altereD/amended by MCGM/concerned local authority from time to time. Prior to the execution of these presents, the Promoter has given the Purchaser/s an express notice of the rights reserved and retained by the Promoter for themselves as well as for their nominees and assigns. The Promoter is at liberty to make such amendments, alterations, modifications, and/or variations including but not limited to increase in number of Levels in particular wing/Building as the Promoter may consider necessary or expedient for implementation of IDS or for the purpose of usage of TDR or any other Scheme or Project formulated/floated at present or in future by Central / Stage Government or MCGM or any other authority or for compliance of any Act, Rule or Regulation, as may be amended from time to time or as may be required to be made by the concerned local or any authority/the Government to be made in the layout and the buildings to be constructed thereon or any of them provided that, by reason of such amendments, alteration, modifications and/or variations, the area of the said Flat/Apartment agreed to be purchased by the Purchaser/s will not be affected or reduced. The Purchaser/s hereby accord their specific consent to the Promoter for carrying out the said amendments, alteration, modifications and/or variations and/or to increase the number of Levels in particular wing and agree to execute such papers and documents as may be requested for by the Promoter in this behalf. The Purchaser/s hereby accord their further specific consent to the Promoter for constructing and disposing off as they deem fit any other additional structures that they may deem fit to build as per the prevailing rules and regulations and/or as amended from time to time in this behalf by the Collector or the MCGM or other authorities concerned on the said Property. The Purchaser/s agrees not to obstruct and/or raise any objection whatsoever and/or interfere with the Promoter, their nominees or assigns for carrying out amendments, alterations, modifications, variations and/or additions as aforesaid so long as the area of the said Flat/Apartment agreed to be purchased by the Purchaser/s is not reduced.

3. The Purchaser/s hereby agree to purchase from the Promoter and the Promoter hereby agrees , subject to the terms and conditions herein, to sell to the Purchaser/s, a Residential Apartment bearing No. _____admeasuring _____ square metres of carpet area (in bare-shell condition prior to application of any finishes /finishing material) equivalent to

_____ square feet of carpet area or thereabouts (which is inclusive of the area of Balconies)(hereinafter referred to as “**the said Flat/ the said Premises**”) on the _____ Level of Wing A as indicated on the said Floor Plan hereto annexed and marked **Annexure “E”** and thereon shown surrounded by red coloured boundary lines which includes the benefit of ____ no. of car parks to be situated at _____ Basement and/or stilt and/or _____podium being constructed in the layout on the terms and conditions and for the consideration specified hereinafter.

As per said Act the carpet area of the said Apartment admeasures ____ square metres (equivalent to _____ square feet). Apart from Carpet Area as per the Act, the Purchaser will have exclusive right to use ____square meters (equivalent to _____ square feet) of area within the Apartment which includes balcony, internal staircase, internal lift and terrace if any.

4. The carpet area of the said Flat shall be as per the approved plans and may change as a result of physical variations due to tiling, ledges, plaster skirting, RCC column etc. The Purchaser/s agrees that the carpet area of the said Flat shall be subject to the variation being an increase and/or decrease of 2% (two per cent) on account of structural design and construction variations and in such event, the Purchaser/s shall not object to the same.

5. The Purchaser/s agree that the car parking spaces that may be allocated to it/them by the Promoter may be developed under independent Phase and used by it/them in accordance with the terms and conditions imposed by the said Organisation and/or the Apex/Federal Organisation from time to time. The location of the car parking space will be finalised at the time of handing over possession of the said Flat to the Purchaser. The Purchaser acknowledges that the said Flat and the car parking spaces referred above, subject to confirmation of allotment, shall be held by the Purchaser as one composite unit and the Purchaser shall not be entitled to transfer the use and enjoyment of any one without the other.

6. The fixtures, fittings and amenities to be provided by the Promoter in the said Wing and the said Flat hereby agreed to be sold are those that are set out in **Annexure “F”** annexed hereto. The Purchaser/s agree that, in the event there is an uncertainty about the availability of fixtures, fittings or amenities or

the materials required to be provided either in terms of quantity and/or quality and/or delivery and/or for any other reason beyond the control of the Promoter , Promoter shall be entitled to change the fixtures, fittings and amenities to be provided in the said Flat. In such circumstances, Promoter shall substitute the fixtures, fittings and amenities without any approval of or notice to the Purchaser/s in as much similar specification and/or quality as may be available and required during the stage/time of the construction in order to enable the Promoter to offer at the earliest/on time the possession of the said Flat/ said Premises to the Purchaser/s as agreed under this Agreement. The fixtures, fittings and amenities are being provided by the Promoter in the said Flat free of cost and the Purchaser/s agrees not to claim any reduction or concession in the Purchase Price and/or in the amounts payable under this Agreement on account of any change or substitution in the fixtures, fittings or amenities provide by the Promoter .

7. In consideration of Promoter agreeing to sell the said Flat along with the benefit of Car Park as abovementioned to the Purchaser/s, the Purchaser/s agrees to pay to the Promoter a sum of _____ (hereinafter referred to as the '**Purchase Price**'), which is inclusive of the proportionate price of the common area and facilities appurtenant to the said Flat within the said Wing, the nature, extent and description of the Common/Limited common areas and facilities are more particularly described in the **Second Schedule** hereunder written..

The Purchaser(s) has paid on or before execution of this agreement a sum of Rs. _____ (Rupees_____Only) as advance payment or application fee and hereby agrees to pay the balance consideration amount in the manner provided in **Annexure "G"** hereof, time being the essence of contract.

8. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

9. The Total Price is escalation-free, save and except escalation/increases, due to increase on account of development charges payable to the competent

authority and/or any other increase in charges, cess or taxes which may be levied or imposed by the competent authority , Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser(s) for increase in development charges, cost, or levies imposed by the competent authorities etc. the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser(s).

10. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Wing is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit except and other than as a result of physical variations due to tiling, ledges, plaster skirting, RCC column etc. as mentioned hereinabove, then Promoter shall refund the excess money paid by Purchaser(s) within forty-five days with annual interest at the State Bank of India highest marginal cost of Lending Rate +2%, from the date when such an excess amount was paid by the Purchaser(s). If there is any increase in the carpet area allotted to Purchaser(s), the Promoter shall demand additional amount from the Purchaser(s) as per the next milestone of the Payment Plan.

11. The Purchaser/s agrees and confirms to pay the instalments of Purchase Price as set out in **Annexure "G"** and all other amounts which become due or payable by the Purchaser/s under the provisions of this Agreement including the amounts payable in terms of clause 22 below, by way of Account Payee cheque / demand draft / pay order payable to the Promoter at Mumbai. All such Account Payee cheques / demand drafts / pay orders shall be drawn in favour of **"Indiabulls Infraestate Limited"** or such other name as may be intimated in writing by Promoter to the Purchaser/s. The Purchaser/s undertakes that all cheques given by the Purchaser/s representing the instalments of Purchase Price and/or any other amounts payable in terms of this Agreement shall be honoured on their presentation..

12. The Purchaser/s undertake to pay all instalments of the Purchase Price and all other amounts which become due or payable by the Purchaser under

the provisions of this Agreement, without any delay or default, within a period of 15 (fifteen) days of a demand letter in respect of such payments being sent to the Purchaser at the address set out in this Agreement. It is specifically agreed by the Purchaser/s that this Agreement shall not create any right, interest and/or claim of the Purchaser/s on the said Flat/ said Premises agreed to be sold until and unless the entire Purchase Price and all amounts due and payable by the Purchaser/s under this Agreement is duly paid by the Purchaser/s to the Promoter herein and the Purchaser/s has not committed any breach of any the terms of this Agreement.

13. The Purchaser/s further agree and undertake to accept and not dispute the certificate of the stage of completion of the said Wing as set out in the demand letter issued by Promoter by any other person for and on behalf of Promoter, for raising a demand of the corresponding instalment of the Purchase Price and further undertake to pay the amounts mentioned in the said demand letter within 15 (fifteen) days of said demand letter being sent to the Purchaser/s.

14. Any default in payment of any of the instalments of the Purchase Price or of any of the amounts payable by the Purchaser under this Agreement, on their respective due dates, shall amount to a breach on the part of the Purchaser/s of the terms of this Agreement. In the event of the Purchaser/s committing any delay and/or default in making payment of any of the instalments of the Purchase Price and/or of any other amount due or payable by the Purchaser/s to Promoter under this Agreement (including the Purchaser's proportionate share of additional Infrastructure cost/charges, rates, taxes, cesses and assessments levied or imposed by the concerned local body or Government authority and all other outgoings including the Charges, Contributions, Subscriptions and Fees) on their respective due dates or of any of the terms and conditions herein contained, Promoter shall serve upon the Purchaser/s 15 (fifteen) days' notice in writing, specifying the breach or breaches of the terms and conditions of this Agreement by the Purchaser/s and calling upon the Purchaser/s to rectify the breach or breaches as specified in such notice. If the Purchaser fail to rectify such default or breaches within the said period of 15 (fifteen) days, the Promoter at its sole option and without prejudice to any other rights and remedies that it may have against the

Purchaser/s in that behalf, be entitled to terminate this Agreement forthwith without any further reference to the Purchaser/s. Upon such termination, the Purchaser/s shall cease to have any right or interest in the said Flat/ Apartment or any part thereof. This right of the Promoter shall be without prejudice to its other rights under this Agreement, said Act, or applicable law.

15. Upon termination of this Agreement in terms hereof, the Promoter shall be at liberty to dispose of and sell the said Flat/ Apartment to such person and at such price as the Promoter may in its absolute discretion think fit. As a consequence of the termination of this Agreement, the Promoter shall refund to the Purchaser/s only the amount paid by the Purchaser/s (and not anything more than that) within a period of sixty days of termination subject to the following deductions towards adjustment and recovery of agreed liquidated damages:

- (a) 15% of the Purchase Price (which is to stand forfeited to the IB Infraestate upon termination of this Agreement);
- (b) the taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Flat upto the date of termination of this Agreement;
- (c) processing fee and brokerage paid, if any etc. in respect of the said Flat;
- (d) the amount of interest payable by the Purchaser/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
- (e) in the event of the resale price of the said Flat to a prospective purchaser being less than the Purchase Price mentioned herein, the amount of such difference; and
- (f) the costs incurred by the Promoter in finding a new buyer for the said Flat.
- (g) Pre-EMI Interest, if any, paid by the Promoter to Banks/Financial Institution on behalf of Purchaser/s under particular Scheme.

(h) The Promoter shall not be liable to pay to the Purchaser/s any interest on the amount so refunded.

16. Without prejudice to its right to terminate this Agreement, the Promoter may in its sole discretion accept from the Purchaser/s payment of the delayed installment/s of the Purchase Price or any other amounts payable by the Purchaser/s to the Promoter in terms of this Agreement on the Purchaser/s paying to the Promoter interest at the State Bank of India highest marginal cost of Lending Rate +2% per annum from the respective due dates of each such installment/s or the due date for payment of any other amount payable in terms of this Agreement, until payment and/or realization of such amount in favour of the Promoter, whichever is later.

17. Any payment/s made by the Purchaser/s to the Promoter shall be first appropriated towards interest and the balance, if any, towards the principal sums of the instalments of the said Purchase Price and/or any other outstanding dues. The balance amount(s) due and payable by the Purchaser/s under this Agreement, whether as instalments of Purchase Price or otherwise, shall continue to attract interest as agreed above.

18. The right of the Promoter to receive interest as aforesaid shall not entitle the Purchaser/s to delay the payment of any amounts payable in terms of this Agreement on their respective due dates, nor shall it amount to or be construed as a waiver on the part of the Promoter of any of its rights, remedies and privileges in case of default in payment of any such amounts on their respective due dates in the agreed manner by the Purchaser/s.

19. Notwithstanding anything herein contained or any other communication addressed by the Promoter to the Purchaser/s either prior to or after the execution of this Agreement, the Promoter shall have the first lien and charge on the said Flat/ Apartment agreed to be purchased by the Purchaser/s, in respect of any amount due and payable by the Purchaser/s to the Promoter or otherwise under the terms and conditions of this Agreement.

20. Until all amounts including interest, if any, payable and all obligations and terms and conditions agreed to be complied by the Purchaser/s under this Agreement is fully paid and complied respectively, the Purchaser/s shall not be entitled to possession of the said Flat/ Apartment. Subject to the conditions

herein contained, sale and transfer of the said Flat by the Promoter in favour of the Purchaser/s shall be complete only after the entire Purchase Price and all other amounts payable by the Purchasers in terms of this Agreement are paid in full by the Purchaser/s to the Promoter and possession of the said Flat/Apartment is offered by the Promoter to the Purchaser/s on the Purchaser delivering to the Promoter duly filled in , signed and executed all necessary papers for possession as are to be given to various authorities or as are required by the Promoter .

21. The Purchaser/s shall assume possession of the said Flat/Apartment within 15 (Fifteen) days of the Promoter giving written notice to the Purchaser/s intimating that the said Flat is ready for use and occupation and offering possession of the same to the Purchaser/s by executing necessary indemnities, undertakings and such other documentation. Commencing from the expiry of the period of 15 (Fifteen) days from issue of the intimation in writing by the Promoter to the Purchaser/s that the said Flat is ready for occupation, use and possession, the said Flat shall be at the risk of the Purchaser/s (irrespective of whether possession of the said Flat is actually taken by the Purchaser or not) in all respects, including loss or damage arising from the destruction, deterioration, or injury of the said Flat.

22. The Purchaser/s shall on demand made by the Promoter and on or before the handing over of the possession of the said Flat, pay to the Promoter the following amounts in addition to the Purchase Price agreed to be paid by the Purchaser:-

(a) Rs _____/- (Rupees _____only)
towards legal cost, charges and expenses, including professional cost of the Attorney-at-Law/ Advocates of the Promoter in connection with formation of the Organisation, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and cost of preparing & engrossing this Agreement

(b) Rs _____/- (Rupees _____only)
towards installation or connection of water, electric and sewer services.

(c) Rs _____/- (Rupees _____only)
towards Facility Development corpus for establishment and raising of the facility management services by the Promoters;

- (d) Rs_____ (Rupees _____ only) towards Deposits to be paid to the concerned statutory body or local or public authority and electricity supply company, for water, electricity, gas, telephone connection or any other service connection in the building, as and when applicable; .
- (e) Rs _____/- (Rupees _____only) towards the said infrastructure Charges of the said Apartment.
- (f) Rs _____/- (Rupees _____only) for formation and registration of the said Organisation/Organizations;
- (g) Rs _____/- (Rupees _____only) for share money, application and entrance fee of the said Organisation / organisations or such other larger sum as may be required at the time.
- (h) Rs._____(Rupees ____only) towards Club House Membership Fees. (non-refundable).
- (i) Rs _____/- (Rupees _____only) towards 18 months advance monthly maintenance
- (j) Rs _____/- (Rupees _____only) towards Servants Midlanding Charges.

23. In respect of the said infrastructure/common facilities, the Promoter or its nominated agency shall commence issuance of the invoice of monthly maintenance charges which shall commence on expiry of 18 months from the date of offering possession of the said Apartment i.e. at the end of 18 months of advance monthly maintenance as per the prevailing rates of men and material for rendering of the maintenance services, which shall be subject to revision on monthly/quarterly/yearly basis.

24. From the date the of receipt of the Occupation Certificate in respect of the said Flat by the Promoter and the Promoter offering possession of the said Flat to the Purchaser/s, irrespective of the fact as to whether the Purchaser/s took actual/physical possession of the said Flat or not, be liable to bear and pay the outgoing or as the case may be proportionate share of outgoings in respect of the said Flat, the said Wing, the said Building, the said Property, and the said common areas and facilities and amenities and limited common areas and

facilities and amenities therein, including but not limited to annual lease rent, ground rent, development charges, local taxes like Value added tax (VAT), LBT, Octroi etc, levies, service taxes, rates, duties, assessments, premiums, impositions, charges, penalties, transfer charges, betterment charges or other levies by the Corporation / concerned local authorities/ tax authorities and/or the Government (prospective and /or retrospective charges), and also all outgoings with respect to water charges (including that for supply by water tankers and/or by boring), insurance, common electricity bills, sinking fund, repairs, common staircase, lifts, sanitation, firefighting equipments, close circuit TV, repairs and salaries of clerks, bill collectors, watch and ward, liftman, security, sweepers, accounting charges and other personnel and all other expenses necessary and incidental to the management and maintenance of the said Project and the said Building/said Wing as also the common services, internal roads, lights and other conveniences and utilities as will be available in common for the Purchaser/s. Until the said Organisation is formed and the management of the said Wing is transferred to it, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The decision of the Promoter and/or its nominated agency, as applicable, with regard to payment of any of the amounts mentioned herein, and the share and contribution payable by the Purchaser/s, shall be final and binding on the Purchaser/s. The Purchaser/s further agrees that until the outgoings required to be paid as stated hereinabove by the Purchaser/s is determined, the Purchaser/s shall pay to the Promoter such provisional monthly contribution of per month or such other sum of money as may be fixed by the Promoter from time to time taking in to consideration the facts and circumstances of the case at the relevant point of time. The amounts so paid by the Purchaser/s to the Promoter shall not carry any interest. Subject to the provisions of said Act on such conveyance of the said Wing/Building/Property respectively being executed, the balance amounts, if any, in respect of the said common areas and facilities and amenities and the said infrastructure/common facilities shall be paid over by the Promoter to the said Organisation (*defined hereinafter*) of the said Wing and the Apex/ Federal Organisation/s (*defined hereinafter*). The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before 7th day of each month and shall not withhold the same for any reason whatsoever.

25. The Promoter shall maintain only a consolidated account of all the deposits collected from the buyers of various premises in the said Wing or Building and of all deposits paid and expenses incurred therefrom. The Promoter shall not be liable to render any individual account of the amounts collected or disbursements made in respect of each separate premises notwithstanding any excess/ deficit collection from any particular buyer of the Flat in respect of his/her Flat. In the event, any shortfall arises then the Purchaser/s and/or the said Organisation and/or the Apex/ Federal Organisation/s, as applicable, shall be individually and collectively liable to pay to the Promoter such amount as may be determined by the Promoter at their sole discretion. At the time of registration of conveyance of the structure of the building or wing of the building, the Purchaser(s) shall pay to the Promoter, the Purchaser(s)'s share of stamp duty and registration charges payable, by the said Organization on such conveyance or any document or instrument of transfer in respect of structure of the said Building/ wing of the Building. At the time of registration of conveyance of the project land, the Purchaser(s) shall pay to the Promoter, the Purchaser(s)'s share of stamp duty and registration charges payable by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land and land to be executed in favour of the Apex Body or Federation.

26. The Purchaser/s also agree that if due to any notifications, ordinances, enactments, judicial pronouncements or amendments in the existing laws, or due to any conditions in permissions /approvals/sanctions by statutory and/or other authorities for development of the said project, any additional infrastructure costs, taxes, levies, service tax, sales tax, vat, LBT, Octroi etc, or any other amounts/cost pertaining or relating to the construction of the said project or sale of the said Flat are levied and/or payable, and /or payable and /or incurred/to be incurred by their Promoter, prospectively or retrospectively, the same shall be paid by the Purchaser/s on demand made by the Promoter within 7 (seven) days of such demand being made, and the Purchaser/s shall indemnify and keep indemnified the Promoter from and against the payment thereof. The purchasers will also be liable to pay applicable Property Tax of their Apartment as soon as notified by the Promoter.

27. If the Purchaser/s fails or neglects to pay these monthly outgoings in respect of the said Flat and/or their proportionate share of outgoings in respect

of the common facilities and amenities/ limited common areas and facilities and/or the said infrastructure/common facilities for any reason whatsoever, then without prejudice to their right to collect interest @ State Bank of India highest marginal cost of Lending Rate +2% per annum for the delayed payment and to their other rights and remedies including right to terminate the Agreement, the Promoter shall be entitled to stop and restrict the Purchaser/s from using the Club-House and other recreational facilities. The Promoter shall have first lien and charge on the said Flat agreed to be acquired by the Purchaser/s in respect of any amount due and payable by the Purchaser under this Agreement.

28. The Purchaser shall not be liable to bear the outgoings as aforesaid in any way in respect of the unsold Flats/premises. The Promoter shall bear only the Municipal assessment of Property Tax levied by local authority if any payable but shall not be required to pay other, outgoings including maintenance, lift, water-pump, security, common lighting, repairs etc.

29. It is hereby expressly agreed by and between the parties hereto that -

(a) The Promoter will be entitled, if they so desires, to amalgamate the said Property with any one or more of the adjoining properties and to utilize the development potential, thereof whether as FSI or TDR or by whatever name called, inter alia, on the said Property and also to sub-divide such amalgamated property and to submit or amend the said Building and/or layout plans as may be permitted by the concerned authority or required by the MCGM and the other concerned authorities.

(b) The Purchaser/s acknowledges and agrees that he / she / it is/are and shall be entitled to the said Flat only as herein provided.

(c) The Purchaser (s) hereby irrevocably agrees and gives its express consent to the Promoter for carrying out amendments, alternations, modifications, and/or variations in the layout plan / sanctioned plan of the said Wing and/or Building and/or Wings in the Building for the aforesaid purpose or such other purpose as may be deemed fit by them or required by MCGM. The consent herein shall be considered to be the Purchaser's irrevocable consent. The Purchaser/s shall not raise any objection or cause any hindrance in the development/construction by

the Promoter on any ground including but not limited to of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the said Flat or any other part of the said Building are affected, reduced or denied. The Purchaser/s hereby agree to give all the facilities and assistance that the Promoter may require from time to time so as to enable the Promoter to complete the development of the said Property in the manner that may be determined by the Promoter. It is expressly agreed by the parties hereto, that the Promoter is and will solely be entitled to sell and transfer on Ownership basis or otherwise and for its own benefit, the additional apartments that may be constructed by it as aforesaid.

(d) Except in respect of the said Flat hereby agreed to be acquired by the Purchaser/s or the facility of car parking provided to him/her/it, the Purchaser/s shall have no claim whatsoever in any other apartments, terraces or car parking spaces in the said Building or the said Property or any part thereof. It is further expressly agreed and understood by and between the Parties hereto that save and except the said Flat/Apartment and the right to use and enjoy Common areas and facilities and the Limited Common areas and facilities, the Purchaser/s shall have no claim of any nature whatsoever to any other portion of the said Property or the said Building including the Common areas and facilities or the Limited Common areas and facilities or the said infrastructure/ common areas and facilities (except to the extent as provided in this Agreement) or any part thereof and all open spaces and unallotted apartments and other spaces in the said Property and in the said Building will remain the property of the Promoter until the whole of the said Property and the said Building is transferred to the said Organisation and the Apex/ Federal Organisation/s, as the case may be, that may be formed subject to the rights of the Promoters under this Agreement.

(e) The Promoter has informed the Purchaser/s and the Purchaser/s is aware that, the Promoter may submit further plans, revised plans with respect to the said Building including the said Wing modifying and/or altering the sanctioned plans, as the case may be. The effect of such modified and/or altered plans may be that the said Building including

the said Wing will consist of certain additional Levels over and above existing Levels as mentioned hereinabove proposed to be constructed as per the sanctioned plans or they may be modification in the layout or building plan provided that, by reason of such amendments, alteration, modifications and/or variations, the area of the said Flat agreed to be purchased by the Purchaser/s will not be reduced. The Purchaser/s hereby expressly consents to such additional construction of upper Levels and/or additional buildings and/or additional wings and/or variations/changes in the Wing/Building and agrees not to object or raise any dispute or contention whatsoever in future to the construction of such additional Levels and/or additional buildings and/or additional wings and shall not be entitled to seek any benefit or concession including for any reduction in the Purchase Price and/or any of the amounts to be paid by the Purchaser/s under this Agreement and/or claim compensation or damages on any account whatsoever and/or shall not be entitled to claim any right of any nature whatsoever on such additional Levels and/or additional building and/or additional wings.

30. It is understood and agreed by and between the Parties hereto as under:

(a) that any terrace areas or open spaces whether on the top level of the said Building or on any other part of the said Building or the said Property shall always belong exclusively to the Promoter or allottees thereof and are intended for exclusive use of the Promoter or the allottees of respective terrace.

(b) The Promoter shall also be entitled to allot the exclusive use of same and/or otherwise dispose of the same at their sole discretion. The Purchaser/s shall not be entitled to raise any objection of whatsoever kind or nature in respect of the use of such terrace or open spaces by the allottees of such terrace nor entitled to use the same. The Purchaser/s or allottees of such terrace shall be exclusively entitled to the use of the terrace or open space sold and/or allotted to them.

(c) However, in the event of any water storage tank or the lift room or lift machinery is situate in any of the above mentioned terraces, where

the exclusive use and enjoyment of such terrace is given to any party or the path of access to the overhead water tank or lift machine room is through the premises adjoining the said terrace etc. then the said Organisation shall have a right of access through such terrace to the overhead water tank, lift-room, etc. and for their check-up and upkeep maintenance and for carrying out repairs to the overhead water tank or lift machine room at reasonable times and/or during such time as may be usually agreed upon by and between the buyers of such premises and the said Organisation. For any use of the terrace by the Promoter, no payment shall be due to the Purchaser or the said Organisation.

31. Without prejudice to what is stated elsewhere in this Agreement and without affecting the rights, benefits, privileges and reservation of the Promoter, the Promoter state that they intend to reserve a part or parts of the plots of the said Property in the said Project ("**Promoter's retained area**"), for a Club House and other amenities, which area shall be developed independent of the said Wing and/or Building in independent phase(s) with separate timeline and remain as owned by the Promoter even after the conveyance of the said Property to the Apex/ Federal Organisation/s. The said Club House and the Promoter's retained area is not and shall not be deemed to be part of the areas, facilities, utilities common to all other occupiers / purchasers of apartments in the said Wing and/or the said Building and/or the said Project and the Promoter shall always remain the owners of such areas facilities, equipments and shall have full right to use, deal, transfer, and assume the complete management of such areas and on the Purchaser/s paying all the amounts due and payable under this Agreement and complying with the terms and conditions hereof and all other charges and deposits as may be specified by Promoter, one of the Purchaser/s shall be admitted to the membership of the Club House.

32. The said Club House shall either be managed by the Promoter or any of them or may be given by them to their nominees or assignees by way of assignment, lease or otherwise. The said Club House will be excluded from any transfer thereof to any proposed co-operative society or any other organisation that may be formed of the buyers of the Apartments in the said Wing and/or the said Building and/or the INDIABULLS BLU Project to the intent and

purpose that the Promoter's retained area will work as an independent Unit.

33. The Promoter or their assignees will be entitled to admit any one of the Purchaser/s as member of the Club House on such terms and conditions as they may think fit and the Purchaser/s herein or the said Organisation and/or the Apex/Federal Body of Organisation, to be formed and their members will not object to the same.

34. The Purchaser/s further agree that usage of such areas will be in accordance with the terms and conditions as may be determined by Promoter and/or its nominees in its sole discretion. The Promoter or its associate or affiliate or group company shall be entitled to all the revenue arising from the usage of the above mentioned Club House along with its amenities and facilities available therein and it shall be the sole discretion of the Promoter to use the said Club House in the manner they may determine (including enrolling outsiders as members and beneficial user thereof) and the Purchaser/s or the said Organisation/s and/or the Apex/Federal Body of Organisation shall have no right to interfere in the said manner of usage or create any objection hindrance or nuisance in any manner whatsoever.

35. So far as the Purchaser/s herein named are concerned, he/she will become the member for life and only so long as he/she remains and continues to be the Owner of the flat purchased by him/her and also member of the co-operative society or other Organisation that may be formed and he/she will cease to be such member of the Club House on his/her death or on his/her assigning his/her right, title and interest in the said Flat and whoever becomes the 1st named owner of the said flat and member of the Society will be entitled to become a member of the Club House on the same terms and conditions as applied to his/her predecessors.

36. If for any reason in law, the Promoter is not entitled to or is not considered to be or is not allowed to remain the owner of Promoter's Retained Area, then the Purchaser for himself/herself/itself and/or as a member of the Organisation to be formed, agrees and undertakes to do all acts that would be necessary including granting of perpetual lease or an irrevocable or any other grant of right as may be required by the Promoter for such Promoter's Retained Area in favour of the Promoter or its associate or affiliate or group company on an annual fee of Re 1 (Rupee One) and on such other terms and conditions including

renewals, assignment etc. as may be advised by the Promoter to enable the Promoter and/or its assigns and nominee or any third party who shall be in the place of ownership and maintenance to use and enjoy the Promoter's Retained Area without any hindrance and reference or recourse to the Purchaser or the Association of all other occupiers / purchasers of apartments in the Building including the Organisation. The Promoter shall have exclusive right of Ownership of the Club House including the right to alienation, lease or mortgage of the Club House. The Purchaser further agrees that usage of such areas will be in accordance with the terms and conditions as may be determined by the Promoter and/or its nominees in its/their sole discretion. The Promoter or its associate or affiliate or group company shall be entitled to all the revenue arising from the usage of the above mentioned Club House along with its amenities and facilities available therein and shall be the sole discretion of the Promoter to use the Club House in the manner they may determine (including enrolling outsiders as members and beneficial user thereof) and the Purchaser or Organisation shall have no right to interfere in the said manner of usage or create any objection hindrance or nuisance in any manner whatsoever. In consideration of the rights granted to the Purchaser under this Agreement, the Purchaser hereby irrevocably appoints the Promoter as its agent or attorney and authorizes the Promoter to do all such acts, deeds, matter things including execution of a perpetual lease and/or any other document as the Promoter may deem fit in its sole discretion to give effect to the understanding set out in this Agreement relating to Promoter's Retained Area and to present the said documents to the concerned registration office and admit execution of the said documents on behalf of the Purchaser.

37. Furthermore the Purchasers or the Association of all other occupiers / purchasers of apartments in the Building including the Organisation shall give right of way to the Promoter, its agents, servants, employees or representatives and all other persons, authorized by the Promoter and/or its successors, nominees or assigns and all members of the Club House to pass through the said Property and/or Building in such manner as may be decided by the Promoter(**"the said access"**) for the purpose of ingress and egress to the Club House and for which purpose they shall also execute and register an Agreement for right of way in favour of the Promoter in that behalf

38. All unsold units, open/ covered garages, car parking spaces, open space, podium, space under and over the podium, basement space under stilt and other premises and spaces in the said Wing and/or the said Building which

are proposed presently and/or which may be proposed in future shall belong to and owned by the Promoter and/or their nominees only and they will have sole and exclusive rights and authority to allot, alienate or dispose off the same on such terms and conditions as they may like to any party and receive and appropriate the consideration received thereof and the Purchaser/s will have no objection to the same and the Purchaser/s do hereby consent to what is stated above and the Purchaser/s agree and undertake not to claim any abatement in the price or concession or rebate or compensation or damages.

39. The Promoter intends to and may retain for themselves the remaining apartments in the said Wing and/or the said Building and/or any other buildings to be constructed in the said Project and may not sell to others and may let/lease out or give on leave and license basis, some or even substantial number of apartments in the said Wing and/ or the said Building or buildings, as the case may be. The Promoter shall not be liable to pay non occupancy charges thereof to the said Organisation and/or any other organisation/s;

40. The Promoter will, at all times, be entitled to install the logos and/or name boards and/or put-up advertisements boards/ hoarding etc. of the Promoter and/or their affiliates (hereinafter referred as “**the displays**”) with various devices (including electronic, laser and neon signs) in one or more places in the said Wing and/or the Building therein including, on open space/s, the terraces of the said Wing and/or any parts of the said Building if it so desires at its own costs and expenses. The Promoter and/or their Group Companies will not be liable to make any payment of any nature to Purchaser and/or the occupant/s of the other apartments in the said Wing and/or the said Building and/or the said Organisation and/or other organisation/s in respect of the displays.

41. The Purchaser/s and the occupant/s of the other apartments in the said Wing and/or the said Building and the said Organisation and/or any other organisation/s, as the case may be, shall not change or remove the displays and/or communication equipment so installed under any circumstances and shall give to the Promoter and the assignees of the said rights, all necessary co-operation for enabling them to install, maintain repair, change and operate the display / communication equipment, as the case may be, and exploit the said rights including by use of the limited common areas

and facilities of the said Wing and/or the said Building for ingress and egress to and from the area in which such displays or communication displays are installed and shall ensure that no damage is done to the display and/or communication equipment and that no obstruction or hindrance is caused in the operation thereof. The Conveyance or any other document/s of transfer, to be executed as hereinabove mentioned, shall contain appropriate provisions in respect of the said rights. The Purchaser(s) expressly consent/s to the same.

42. The Promoter has reserved the exclusive right to grant to third parties, license or rights for putting up hoardings or advertisements or neon signs on the said Property and/or the said Wing and/or the said Building being constructed thereon or any part thereof and to receive and appropriate for their own use and benefit the fees, compensation or charges in respect thereof. The Purchaser/s shall not obstruct or interfere with the said rights of the Promoter in any manner whatsoever.

43. The aforesaid right shall continue to subsist even after the said Wing, Building and Property is conveyed to the Organisation and the Apex/ Federal Organization/s respectively that may be formed by the Promoter and the same shall be incorporated in the Conveyance. The Promoter or their nominees and/or assignees shall pay a sum of Rs. 11/-per year to the Apex/ Federal Organization/s or the said Organisation, as the case may be, after the said Property is conveyed and/or the said Wing/ the said Building is conveyed to the said Organisation and the Apex/ Federal Organisation/s respectively and also separately pay municipal rates taxes cesses assessments if any imposed on the said Organisation or the Apex/ Federal Organisation/s in respect of any advertisement/hoarding/antenna put up on the open space or terrace or any other portion of the said Property. The Promoter or their nominees & assignees shall always be exclusively entitled to the income that may be derived by display of such advertisement at any time hereafter. The Purchaser(s) herein shall not be entitled to any abatement in price of the said Flat or object to the same for any reason whatsoever and shall allow the Promoters, their agents, servants etc. to enter into the said Property and the said Building and the said Wing including the terrace and other open spaces in the said Building including the said Wing for the purpose of putting and or preserving and/or maintaining and/or removing and/or replacing the advertisement and/or hoardings

and/or Cell Phone antenna.

44. The Promoter propose to avail of financial assistance from banks, institutions and other persons, inter alia, against security of the said Property and/or construction thereon. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the Purchaser(s) under this Agreement in respect of the said Flat, the Promoter shall be absolutely, irrevocably and unconditionally entitled to and have the right to create charges or liens on, encumber, mortgage, sell, assign, transfer, dispose of, or otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, privileges, and/or claims including development rights in respect of the said Property or construction thereon of any part or parts thereof, without any notice to the Purchaser/s and the Purchaser/s have given and granted their specific, full, free, unqualified and irrevocable consent to the Promoters to do so. As part of such arrangement by the Promoter all or any of the responsibilities and/or obligations of the Promoter may be shifted or transferred to any other person or persons. All such arrangements by the Promoter shall be binding on the Purchaser/s. The Promoter undertake to clear the aforesaid encumbrances, if any, prior to the execution and registration of the conveyance deed and the Promoter shall indemnify and keep the Purchaser/s fully indemnified against all claims of any nature whatsoever that may be made against the Purchasers by virtue of any encumbrances created as aforesaid. The Promoter agrees that the Purchaser/s shall be entitled to raise necessary finance/ housing loan and to avail such loan on the security of the said Flat. However, it will be the sole responsibility of the Purchaser/s to repay the said loan and the Purchaser/s hereby undertake to indemnify and keep indemnified and harmless the Promoters from any claim or demand, loss arising from the same.

45. The Promoter reserves to themselves and to others authorized by them, the unfettered right to the full, free and complete right of way and means of access over, along and under all the accesses and the common right of way to the said Property and the said Building including the said Wing at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles of all descriptions, laden or unladen, and with or without vehicles, horses and other animals and also to lay and

connect drains, pipes, cables and other amenities in the said Property in such manner as the Promoter may deem fit and necessary for the full and proper use and enjoyment of the said Property and the said Building including the said Wing and also the right to use in common with the Purchaser of apartments, and other spaces in the said Building, any recreational amenities and/or recreational areas which may be provided by the Promoter in respect of the said Wing and/or the said Project, whether before or after the transfer of the said Property and said Wing to the said Organisation and the Apex/ Federal Organization/s respectively;

46. Without prejudice to the generality of the above, the Promoter will be entitled to give right of way over the open space in the compound/podium in the said Wing to the occupants of the other wings and buildings over the said Property and the Purchaser(s) and all other Purchaser(s) and the said Organisation when formed hereby agree and consent to the same and will raise no objection thereto and the transfer of the said Wing/said Building to the said Organisation will be subject to the said right of way.

47. The Promoter shall be entitled to put or allow to put up an electric substation/receiving station on the said Property at such place as they may decide and take the benefit thereof for the other plots of land which they or persons claiming through them shall develop in the neighborhood and vicinity or give benefit thereof to other persons or occupants in the neighborhood and give the authorities sub-leases of the sub-plots on which such sub-station/receiving station is erected, in such terms and conditions as the Promoter may decide.

48. Subject to the rights of the Purchaser/s to the said Flat under this Agreement, the Purchaser/s agree and unconditionally consent that the Promoter or any of them shall with the prior written approval of the Authority have the right to transfer the ownership including the development rights in the said Property or any portion thereof and/or the said Building including the said Wing/the said Building in whole or in parts to any other entity such as any partnership firm, Organisation whether incorporated or not, association or agency by way of sale, disposal or any other arrangement as may be decided by the Promoter in its sole discretion without any intimation written or otherwise to the Purchaser/s and the Purchaser/s agree not to raise any objection in this

regard.

49. Until all the obligations of the Purchaser(s) under this Agreement has been complied with and/or all payments payable under this Agreement have been paid by the Purchaser/s, and until the Promoter have executed conveyance of the the said Building/the said Wing in favour of the Organisation/s, the Purchaser/s agree that as and when they decide to sell their said Flat (or shares in the event a co-operative society/ company is formed), then in that event, the Purchaser shall first offer the same to the Promoter to purchase said Flat at the consideration mutually agreed between them. In the event of the Promoter refusing/ being unable to purchase the said Flat from the Purchaser(s), the Purchaser(s) shall be entitled to sell the same to any third party at a price not less than the price at which the said Flat was offered to be purchased by the Promoter . The Promoter may at its discretion permit such transfer, sale, grant or conveyance on such terms and conditions and subject to the following;

- (i) Payment of transfer charges of 15 % of the Total Price at which the said Flat is being sold to the prospective purchaser, till the time actual possession of the said Flat is handed over; and
- (ii) Payment of transfer charges of 5% of the Total Price at which the said Flat is being sold to the prospective purchaser, from the date of possession till the formation and registration of the said Organisation/s.

50. The Purchaser has been informed by the Promoters that the said Building consisting of Wing A, Wing B, Wing C and Wing D, is being developed and constructed in a phase-wise manner. There are certain common areas and facilities, which may be constructed by the Promoter for the exclusive use and benefit of the purchasers of the flat/premises in the other Wings. The Purchasers hereby agree that save and except the right to use to the Common areas and facilities in the said Wing as set out in the **Second Schedule** hereunder written and the Limited Common Area, Amenities and facilities pursuant to the membership of the Club House, the Purchaser/s shall have no right/ title and/or interest or benefit or any right to use in respect of any other common areas and facilities and/or any amenities to be provided by the

Promoters for the exclusive of the purchasers of the flat/premises in the other Wings or Buildings and/or any other persons.

51. The facility to use and enjoy the common service amenities and other amenities shall be subject to the rules and regulations (including but not limited to matters pertaining to its management, maintenance, usage fees and other charges), as shall be framed by the Promoter, and the Purchaser shall abide by the same. The Promoter has reserved unto themselves and their successors-in-title, the right to the use and enjoyment of the common recreational amenities and/or recreational areas including the said infrastructure/common facilities and/or the common areas and facilities and amenities at all times hereafter;

52. The Purchaser/s acknowledge that on account of the brand of “Indiabulls” being associated with the Project/Property, till the transfer of the said Property and the said Wing to the said Organisation and the Apex/Federal Organisation/, as the case may be, the Promoter reserve their right to appoint an agency for the provision of maintenance of the said Project and/or the common areas and facilities and the limited common areas and facilities to be provided to the purchasers of the Flats in the said Wing and/or the said Building and/or the Project including the said infrastructure/common facilities and/or any recreational facilities by having such arrangements/agreements with the said Organisation and/or the Apex/ Federal Organisation/s as the Promoter may deem appropriate. It shall be the sole discretion of the Promoter to maintain and provide facilities or assign or appoint agency in that behalf.

53. The Purchaser/s expressly agree and undertake to execute a Facility Management Agreement or any other deed, document or writing as requested for by the Promoter or any of them or any of their nominees for providing such services and the Purchaser/s shall not object to payment of fees for provision of services as aforesaid.

54. The use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities shall be mutatis mutandis to the ownership of the said Flat by the Purchaser/s and his/her/its bona fide family members to the end and intent that:

i. As and when the said Flat is sold or transferred, the use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities shall automatically stand transferred to the new purchaser(s) of the said Flat and the Purchaser's rights to the access, usage and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities shall automatically stand extinguished;

ii. The Purchaser(s) shall not be entitled to separate or segregate or retain for himself the use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities and/or decline or refuse to transfer to the new purchaser the benefit thereof along with the sale and transfer of the said Flat to such purchaser;

55. If the Purchaser/s desire to have additional/extra fittings and fixtures of his/her/its/their own choice to be provided in the said Flat prior to the handover of the possession of the said Flat to the Purchaser/s, the Purchaser/s shall seek permission of the Promoter, which permission the Promoter may in its sole discretion grant subject to such terms and conditions as may be imposed by the Promoter and as set out in **Annexure "H"** annexed hereto.

56. The Purchaser/s agree and undertake that the said Flat will not be occupied by any person or persons till the occupation certificate in respect of the said Wing is obtained by the Promoter and copy furnished/ or intimated to the Purchaser(s).

57. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Purchaser(s), obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

58. Unless prevented by force majeure event/s, the Promoter will hand over possession of the said Flat/ Apartment to the Purchaser/s on or before **31st March 2020** from the date hereof excluding a grace period of nine (9) months (Nine Months) or such further period as may be agreed between the parties,

subject to the Purchaser/s making timely payments of the instalments towards the Purchase Price for the ultimate sale of the said Flat as mentioned hereinabove and the Purchaser/s duly observing all the terms and conditions, contained herein. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of said Apartment on the aforesaid date, if the completion of Building in which the said Flat are situated is delayed on account of:-

- (a) non-availability of steel, cement, other Building material or labour at market competitive prices; and/or
- (b) non-availability / shortage of water or electric supply; and/or
- (c) war, civil commotion, strikes of workmen or labourers or other persons, transport strike, terrorist attack ,terrorist attack or an act of God, irresistible force or reasons beyond the control of or unforeseen by Promoter; and/or
- (d) any legislation, notice, order, rule, circular, notification of the Government and/or other public or other competent authority or court or injunction or stay or prohibitory orders or directions passed by any court, tribunal, body or authority; and/or
- (e) delay in issuing any permission, approval, NOC, sanction and/or Building occupation certificate and/or completion certificate by the concerned authorities; and/or
- (f) delay in securing necessary permissions or completion / occupancy certificate from the competent authorities or water, electricity, drainage and sewerage connections from the appropriate authorities, for reasons beyond the control of the Promoter; and/or
- (g) force majeure or any other reason (not limited to the reasons mentioned above) beyond the control of or unforeseen by the Promoter, which may prevent, restrict, interrupt or interfere with or delay the construction of the Building including the said Flat; and/or
- (h) other force majeure and vis major circumstances or conditions including but not limited to the inability to procure or general shortage

of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions or other causes beyond the control of or unforeseen by the Promoter or their agents; and/or

(i) any other forces or reasons beyond the control of the Promoter.

59. For the purpose of this Agreement this expression “force majeure” shall include any natural calamity, landslide, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, labour unrest, invasion, war, threat of or preparation of war, fire, explosion, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural disaster, calamity or changes in law, regulations, rules or orders issued by any Court or Government authorities or any acts, events, restrictions beyond the reasonable control of the Promoter.

60. Upon possession of the said Flat being delivered to the Purchaser/s he/she/it/they shall have no claim against the Promoter in respect of any item of work in the said Flat, which has been carried out or completed. If within a period of five years from the date of handing over the Apartment to the Purchaser(s), the Purchaser(s) brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartments are situated or any defects on account of workmanship, then, wherever possible such defects shall be rectified by the Promoter at his own cost.

61. Nothing contained in these presents is intended to be nor shall be construed to be grant, demise or assignment in law of the said Property or the said Building or any part thereof.

62. Subject to the Promoter having received the full Purchase Price in respect of the said Flat and all other amounts payable by the Purchaser/s in respect of the said Flat, if the Promoter fails or neglects to offer possession of the said Flat to the Purchaser(s), other than for reasons beyond their control and/or their agents by the period aforesaid as mentioned hereinbefore or such further extended date as may be mutually agreed upon in writing by and between the parties hereto, the Purchaser/s may at its discretion, by a notice in writing, terminate this Agreement and in such event, the Promoter shall, be liable to refund to the Purchaser(s) the amount of Purchase Consideration already received by it in respect of the said Flat with simple interest at the State

Bank of India highest marginal cost of Lending Rate +2%per annum from the date on which the Promoter has received the aforesaid amounts till the date the amounts and interest thereon is repaid and the Promoter shall not be liable to pay any compensation or damages or offer any other premises to the Purchaser/s in lieu of the said Flat herein agreed to be purchased. In the above event, neither party shall have any claim whatsoever against the other in respect of the said Flat or arising out of this Agreement (including stamp duty and registration charges paid) and the Promoter shall be at liberty to sell and dispose off the said Flat to any other person at such price and upon such terms and conditions as the Promoter may deem fit. If in the aforesaid event, the Purchaser(s) does not intend to withdraw from the Project, the Purchaser(s) agrees that apart from simple interest at State Bank of India highest marginal cost of Lending Rate +2% p.a., on all the amounts paid by the Purchaser(s), for every month of delay, till the handing over of the possession, the Promoter will not be liable for and the Purchaser(s) will not be entitled to claim any other compensation or damages from the Promoter.

63. If at any time during construction of the said Wing on the said Property the Purchaser/s is able to substantiate that the construction is not in accordance with the Sanctioned Plans then the Promoter shall have the option to either rectify such deviation or refund the amount of Purchase Price till then paid by the Purchaser(s) along with interest paid at the rate of State Bank of India highest marginal cost of Lending Rate +2% p.a per annum. In case of Promoter exercising its right to refund the amount of Purchase Price, the Purchaser/s shall execute and register the required documents including any Deed of Cancellation in respect of the said Flat. In the given circumstances, the Purchaser/s shall have no claim against the Promoter other than what is provided herein.

64. The Purchaser/s shall check up all the fixtures and fittings in the said Flat before taking possession of the same. At the time of taking possession of the said Premises, the Purchaser/s shall bring to the attention of the Promoter any defects in completion of the said Flat, in absence whereof, the Promoter shall be deemed to have presumed that the Purchaser(s) is fully satisfied with the completion of the said Flat in all respects as being in accordance with the terms, conditions and stipulations of this Agreement for Sale and

acknowledged the same in writing to the Promoter. Thereafter, the Purchaser/s shall have no claim against the Promoter in respect of any item of work in the said Flat or in the said Wing or the said Building or on the said Property which may be alleged not have been carried out and/or completed and/or being not in accordance with the plans, specification and/or this Agreement and/or otherwise howsoever in relation thereto.

65. The Purchaser/s himself and with intention to bring all persons into whosoever hands the said Flat may come, doth hereby covenant with the Promoter as follows:-

- a. To use the said Flat only for residential purpose and not permit for the purpose of office showroom/ shop/ godown or for carrying on any industry or business;
- b. To use the car parking spaces only for parking cars of the Purchaser during the time that the Purchaser holds the said Flat;
- c. Not to enclose and/ or misuse the said terrace at any time and keep indemnified the Promoter from any action, cost, charges and expenses that may be cause or suffered by the Promoter due to any action initiated by any person or authority for such enclosure or misuse of the said pocket terrace.
- d. To maintain the said Flat at the Purchaser's own cost in good inhabitable/tenantable repair and condition from the date possession of the same is offered by the Promoter to the Purchaser and shall not do or suffered to be done anything in or to the said Wing in which the said Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said Wing in which the said Flat is situated and the said Flat itself or any part thereof.
- e. Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Wing in which the said Flat is situated or storing of goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy

packages to the upper Levels which may damage or likely to damage the staircases, common passages or any other structure of the said Wing in which the said Flat is situated, including entrances of the said Wing and in case any damage is caused to the said Wing in which the said Flat is situated or the said Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

f. To carry out at his own cost all 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 Promoter to the Purchaser/s and not do or suffer to be done anything in or to the said Wing in which the said Flat is situated which may be contrary to the rules and regulations and bye-laws of the MCGM or the other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the MCGM and/or other public authority.

g. Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the said Flat is situated and shall keep the portion, sewers, drain pipes in the said Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building in which the said Flat is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Flat without the prior written permission of the Promoter and/or the said Organisation.

h. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the said Wing in which the said Flat is situated or whereby any increased 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 any portion of the said Property and the said Wing in which the said Flat is situate.
- j. Not to use the refuge areas and/or fire fighting passages in the said Wing for any purpose whatsoever as the same is provided as a refuge in case of fire.
- k. To conform to the terms and conditions of the NOC issued by the Chief Fire Officer in respect of the refuge areas of the said Wing.
- l. Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, of the amounts due and payable in terms of this Agreement.
- m. Not to transfer or assign the interest in or benefit of this Agreement and/or not to let, grant licence of the said Flat until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and even after such payment, only if the Purchaser has not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has obtained the Promoter's prior consent in writing to the same till the formation of the said Organisation.
- n. After the possession of the said Flat is handed over by the Promoter to the Purchaser and until the conveyance of the said Property and Wing is made to the Apex/ Federal Organisation/s and the said Organisation, as applicable, to permit the Promoter and their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said Flat or any part thereof to view and examine the state and condition thereof and to make good, the defects, decay and repair and also for the purpose of laying, maintaining, repairing and testing drainage and water pipe and electric wires and cables and for similar other purposes contemplated by this Agreement.
- o. To sign all the necessary applications, papers, documents and do all acts, deeds and things as the Promoter may require of him in order

to become a member of the said Organisation of apartment holders to be formed as aforesaid.

p. Not to alter or affix grills from outside the windows or at any place which affects the structure, façade and/or elevation of the said Wing in any manner whatsoever.

q. To abide by the terms and conditions attached to the various sanctions/ permissions/ N.O.C./ Orders set out in the Recitals herein above and not to do any act, deed or thing in violation thereof.

r. Not to claim any right or interest in the top terraces of the Building or any portion thereof save and except the right of access, for the purpose of inspection, repairs and maintenance of the common utilities and services located on such top terrace.

s. To abide by the terms, conditions and stipulations/Regulations as may be prescribed or made applicable by the Promoter or Government of Maharashtra, or any statutory/public body or authority in respect of the said Property and/or building/premises standing thereon.

t. To observe and perform all the rules and regulations which the said Organisation and/or the Apex/ Federal Organisation/s may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Wing and the said Flat therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the MCGM and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the said Organisation and/or the Apex/ Federal Organisation/s regarding the occupation and use of the said Flat in the said Wing and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement. The Purchaser/s agree that the aforesaid amount to be collected from the Purchaser/s shall be collected and paid on an adhoc basis till all the

Flats in the said Wing are sold and the quantum of taxes for each Flat is determined.

u. Not to put up or install box grills outside the windows of the said Flat for the purpose of installing the air conditioners or otherwise or in any other manner do any other act which would in the opinion of the Promoter or the said Organisation and/or Apex/ Federal Organisation/s, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the building.

v. To maintain the external elevation of the said Wing in the same form as constructed by the Promoter and shall not in any manner whatsoever and not to put up, under any circumstances, any construction or enclose the project elevation which have been permitted (approved) free of FSI, in the plans already approved by MCGM.

w. To sign from time to time, all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interests of the Promoter and of the purchasers of the other apartments in the said Wing and/or the said Building and/or any other building/s in the said Project.

x. Not to at any time demand partition of the Purchaser's interest in the said Flat;

y. Not to cover or enclose in any manner whatsoever, the terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the said Flat in the said Wing, without the prior written permission of the Promoter and/or said Organisation and/or Apex/ Federal Organisation/s and concerned authorities.

z. Not to hang clothes, garments or any other things from the windows, grills, balcony/ies, terrace/s appurtenant to the said Flat.

aa. To pay all the additional taxes, lease rent, lease renewal fees, etc. that may be levied by the Promoter or the concerned authorities.

bb. To pay all the amounts payable under this Agreement, as and when they become due and payable, time being the essence of this Agreement. Further the Promoter is not bound to give any reminder notice regarding such payment and the failure thereof, shall not be a plea or an excuse for non-payment of any amount or amounts on their respective due dates.

cc. to pay any amount/s required to be paid by the Promoter as agreed under this Agreement and to observe and perform the covenants and conditions except so far as the same ought to be observed by the Promoter .

dd. Not do or permit to be done any act or thing which may render void or voidable any insurance of the Building / said Property or any part thereof, or whereby, or by reasons whereof, increased premium shall become payable.

66. The Promoter hereby represents and warrants to the Purchaser(s) as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. As on date, there are no encumbrances upon the project land or the Project except those disclosed in the title report and the same is subject to Promoter's right reserved in this Agreement;
- iv. There are no litigations pending before any court of law with respect to the project land or project except those disclosed in the title report;

- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/ wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/ wing shall be obtained by following die process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/ wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser(s) created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/ or development agreement or any other agreement/ arrangement with any person or party with respect to the project land, including the Project and said Apartment which will, in any manner, affect the rights of the Purchaser(s) under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from the said Apartment to the Purchaser(s) in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the Organisation, the Promoter shall handover lawful, vacant, peaceful, physical possion of the common areas of the Structure to the Organisation;
- x. The Promoter has duly paid and discharge undisputed government dues, rates, charges and taxes and other monies, levies, imposition, premium, damages and/ or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities;

- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said land and/or Project except those disclosed in the title report.

67. The Purchaser/s are aware that the said Property on which the said Wing is being constructed forms a part of the larger area agreed to be developed by the Promoter and it is comprising of various buildings on the entire Land and adjoining and surrounding the said Property. The Promoter shall be entitled to form and register the Organisation separately for each wing in the said Building. In view of the said entire area being a large property the individual Organisation in the said Project shall not be entitled to have custody or possession of any title deeds as they will be common or inter related. The title deeds shall always remain with the Promoter and/or with such Organisation having property largest in value in the said Project. The individual Body Corporate shall however be entitled to a covenant for production of title deeds from the Promoter or the Organisation whoever is in possession of the original of the title deeds and the true copies of the title deeds that are in possession of the said the Promoter and the cost and expense thereof will be borne and paid by the Organisation requiring it.

68. The Promoter has informed the Purchaser/s and the Purchaser/s are aware and hereby expressly agree that the Promoter will be developing the said Property and the Buildings to be constructed thereon including the said Wing in different phases, as per the phase development programme to be determined by the Promoter in their absolute discretion from time to time. The Purchaser/s shall not raise any objection or cause any hindrance in the said development/construction by the Promoter whether on grounds of noise or air pollution inconvenience, annoyance or otherwise or on the ground that light and/or air and/or ventilation to the said Flat or any part of the said Wing is adversely affected or likely to be affected by such construction.

69. The Promoter has brought to the notice of the Purchaser/s and the Purchaser/s are aware that the said Property may be notionally divided by the Promoter into various smaller plots for the effective development of the said

Property consisting of various buildings and different schemes of the layout. The Purchaser/s are also aware that the \Promoter shall be consuming the full development potential in the form of FSI available at present as well as in future in relation of the Land on which said Wing is being constructed as well as the total area of the said Property on the basis of single and/or more layout as may be approved. It has also been brought to the notice of the Purchaser/s that the FSI consumed in the said Wing has no relation with the area of the plot on which the said Wing is constructed.

70. The Promoters has disclosed the FSI available in respect of the said Property and no part of the said FSI has been utilized by the Promoter elsewhere for any purpose whatsoever. In case the said FSI has been utilized by the Promoter elsewhere, then the Promoter shall furnish to the Purchaser/s all the detailed particulars in respect of such utilization of the said FSI by them. In case while developing the said Property, the Promoter has utilized any FSI of any other land or property by way of floating FSI, then the particulars of such FSI shall be disclosed by the Promoter to the Purchaser/s.

71. The Promoter intends to form a separate organisation for each wing in the said Building and any other buildings to be constructed in the "Indiabulls Blu" Project and convey the built up area of the Wing(s) (excluding basement and podium) to the respective Wing(s). The Promoter also intend that an Apex/Federal Society/Organisation/ Association of all such separate organisation will be formed (hereinafter referred to as "**the Apex /Federal Organisation**") which will look after, manage, maintain and conduct all the affairs of common areas, common roads, common service lines including drainage, Gas, electric water pipe lines, cable and other service lines, common amenities, common garden in the said Project (except the Club House). The Purchaser/s herein and the said individual organisation agree to become members of such Apex/Federal Organisation and bear and pay their proportionate contribution / charges to such Apex/ Federal Organisation as may be levied by it from time to time and abide by its bye-laws, rules & regulations until such Organisation is formed and management is handed over to it such payments will be paid to the Promoter . The Promoter also intend to convey the said Property (excluding the Promoter's retained area and the Club House) comprised of such common areas be given to the said Apex / Federal

Organisation. The Purchaser/s along with other buyers of apartments in the said Wing shall, join in formation and registration of a Co-operative Society or a Limited Company or an Association of Apartment Owners or other body corporate as the case may be (herein referred to as “**the said Organisation**”). The name of the said Organisation that may be formed shall always contain the word Project “Indiabulls Blu” and the same shall not be changed without the previous permission in writing of Promoter. The Purchaser/s also agree from time to time to sign and execute the applications for registration and/or membership and other papers and documents necessary for the formation and the registration of the said Organisation and for becoming a member, including the bye-laws of the proposed said Organisation and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the said Organisation of the Purchasers. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of 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 or as may be deemed fit by the Promoter.

72. In the event of the Organisation being formed and registered before the sale and disposal by the Promoter of all the apartments and other premises in the said Wing, the power and authority of the said Organisation shall always be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the said Wing, the construction of additional Levels thereon and all amenities pertaining to the same and in particular the Promoter has the absolute authority and control as regards all the unsold apartments and other premises in the said Wing and the disposal thereof. The Promoter shall be liable to pay the municipal taxes at actual only in respect of the unsold apartments and other premises. In such case, the Promoter shall join in as the member in respect of such unsold apartments and premises and as and when such apartments and premises are sold to the persons of the Promoter’s choice, the said Organisation shall be bound to admit such Purchasers as members without charging any premium or other extra payment or transfer charges.

73. All documents necessary for the formation and registration of the said Organisation shall be prepared by Advocates & Solicitors of the Promoter. All

costs, charges and expenses, including stamp duty and registration charges, in connection with the preparation, stamping and execution of such documents shall be borne and paid in proportion by all the Purchasers of the said Wing.

74. The Co-operative Society/Condominium/ Limited Company/Organisation that may be formed of the Purchasers/holders of units and other premises in the said Wing and/or the said Building shall not issue Share Certificate to any Purchaser/ member without obtaining the Non Objection Certificate from the Promoter certifying that the Promoter have no outstanding/dues pending on any account to be received from the purchaser/member and remaining unpaid. If the said Organisation issues Share Certificate to any purchaser/ member without adhering to or abiding by the aforesaid condition, the said Organisation shall itself be responsible and liable to pay such amounts due and payable, if any, by such purchaser/ member to the Promoter.

75. The Promoter may opt (but shall not be bound) to become and continue to be the member of the said Organisation and/or the Apex/ Federal Organisation in respect of their right and benefits conferred/ reserved herein or otherwise entitled to in whatsoever manner. If the Promoter transfer assign and/or dispose off such rights and benefits at any time to anybody, the assignee, transferee and/or the buyers thereof, shall if necessary become the members of the said Organisation and/or the Apex/Federal Organisation in respect of the said rights and benefits. The Purchasers herein and the said Organisation and the Apex/Federal Organisation, as the case may be, will not have any objection to admit such assignees or transferees as members of the said Organisation and/or the Apex/Federal Organisation and the Purchasers do hereby give their specific consent to them being admitted.

76. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment or transfer of possession in law of the said Apartment or of the said Land/Property and Buildings or any part thereof. The Purchaser(s) shall not be entitled to claim partition of their share in the said Wing, Building or portion thereof and the same shall always remain impartibly. Even after entire consideration is paid by the Purchaser(s) to the Promoter, the Purchaser(s) shall have no claim save and except in the Apartment agreed to be sold to them and all open space, stilt parking space,

lobbies, staircase, terraces, garden, recreation spaces, meter rooms, entrance lobby, servants toilets, fire refuge area, Podium, Car Parking below Podium, internal road, unutilised F.S.I or the F.S.I that may be granted under any Scheme and/or by the Municipal Authorities or Central/ State Government or Municipal Corporation or any other authority under any Scheme or Project or due to amendment in D.C. Regulation or any other Act, Rules or Regulation or as incentive under any Scheme or Project that may be formulated/floated by Central /State Government or the Municipal Corporation or any other authority or otherwise howsoever and the Building/s contemplated to be built as aforesaid will remain the property of the Promoter ever after conveyance of the said Property is executed in favour of Apex Body/Organisation and the Wing or Buildings thereon are conveyed to the individual organisation that may be formed and Conveyance are executed and registered for that purpose in favour of the said Organisations.

77. The Promoter shall be at liberty to sell, transfer, assign, mortgage and/or raise money on security of the said Land and/or deal with or dispose off, their right, title and interest in the said Land, building and structures that may be constructed thereon without any reference to the Purchaser(s) provided however that the Promoter do not affect or prejudice the interest of the Purchaser(s) under these presents in respect of the said Apartment agreed to be purchased by them.

78. It is agreed by and between the parties hereto that the Promoter shall subject to the terms of the Municipal Corporation, and Rules and Regulation but only after all Apartments (including Car Parking/other Spaces) in the building are sold/ allotted and after full development of the said entire project comprising of various buildings is completed by utilising the full F.S.I. of the said entire Land and other surrounding plots that may be taken by the Promoter and after fully utilising increased F.S.I. available due to any change in the Development Control Rules or by way of amalgamation / Sub-Division with adjoining properties and/or having fully utilised the T.D.R. which may be obtained by the Promoter and/or after having fully utilised any F.S.I. available for development and/or construction on the said Land/Property, or any other Scheme or Project or due to amendment of D.C. Regulations or any other Act, Rules or Regulations or as incentive under any Scheme that may be

formulated/floated by Central/State Government or Municipal Corporation or any other authority or otherwise howsoever or after 18 (eighteen) months from the date when the said Apex Body/Organisation is formed whichever is later, but only after receipt by the Promoter of the full consideration or price of all Apartments and all other dues receivable in terms of the Agreement or otherwise at law from all buyers, cause to be transferred to the said Apex Body/Organisation, all the right, title and interest (except those reserved by the Promoters for themselves or their nominees & assignees) of the Owners/ Promoters as may be permitted by the authorities together with the building/s by obtaining or executing the necessary Conveyance of the said Property/Land. Any premium or other sums of money demanded by any authority for the same will be paid by all the premises buyers alone and the Promoter shall not be responsible for the same in any way. Such Conveyance shall be in keeping with the terms and provisions of this Agreement. Even after execution of the Conveyance , the rights to develop and/or construct the said Building as also on the other parts of the said Land/Property as foresaid shall be of the Promoter and/or their assignees and the offer of possession and subsequent possession of the said Apartment under this Agreement shall be subject to the above and other conditions of these presents and the Purchasers hereby agree to the same.

79. All notices, consents and approvals to be given under this Agreement shall be in writing and shall unless otherwise provided herein be signed by any Authorized Signatory or Officer of the Promoter and any notice to be given to the Purchaser/s shall be considered as duly served if the same shall have been delivered to, left or posted to the Purchaser/s at the address specified below, by Registered Post A.D. or Courier. In case there are Joint Purchaser(s), all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers. Any change in the address of the Purchaser should be notified in writing by the Purchaser/s to the Promoter :

80. All letters circulars receipts and/or notices to be served by the

Purchaser on the Promoter shall be deemed to be validly and effectively served, if sent to the Promoter by Registered Post A.D./under Certificate of Posting/Speed Post/Courier/hand delivery at its address specified below or such other address as the Promoter may hereafter notify in writing to the Purchaser:

INDIABULLS INFRAESTATE LIMITED

M-62/63, 1st Floor, Connaught Place, New Delhi- 110001

81. If any Sales Tax/ Works Contract Tax/ Value Added Tax/ Service Tax is payable or any other tax/liability/levy/cess on account of this transaction arises now or in future, the same shall be paid and discharged by the Purchasers alone and the Promoters shall not be liable to contribute anything on that account. The Purchaser/s shall also fully reimburse the expenses that may be incurred by the Promoter in consequences upon any legal proceedings that may be instituted by the authorities concerned against the Promoter or vice versa on account of such liability.

82. This Agreement is part of the scheme for formation registration and incorporation of a Society or Limited Company or an Association of Apartment Owners or other body corporate that may be formed and it is agreed by the Purchaser/s that they shall be bound by the decision of the majority of the buyers to whom the Promoter will sell the other premises in the said Wing/ the said Building, in all matters in relation to or arising under or out of this agreement or in relation to or concerning the management administration and affairs of the said Wing and the Land on which said Wing to be constructed and the said Organisation that may be formed.

83. The Promoter and the Purchaser/s represent and covenant to each other that they have full right and power to enter into this Agreement and that all the necessary permissions and/or approvals required to enter into this Agreement have been obtained by the parties respectively, prior to the execution of this Agreement and the parties doth hereby indemnify and keep indemnified each other of and from the same.

84. This Agreement contains the whole agreement between the parties in respect of the subject matter of this Agreement and shall not be modified

(whether by alteration addition or omission) otherwise than by writing duly signed by both the parties. This Agreement constitutes the entire agreement between the parties and there are no promises or assurances or representations, oral or written, express or implied other than those contained in this Agreement.

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

86. The Purchaser/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents related to the said Property and has expressly understood the contents, terms and conditions of the same and the Promoter has entered into this Agreement with the Purchaser(s) relying solely on the Purchaser agreeing, undertaking and covenanting to strictly observe, perform, fulfil and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser(s) to be observed, performed and fulfilled and complied with and therefore, the Purchaser hereby agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Promoter and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser(s).

87. Each party hereto shall from time to time upon the reasonable request and cost of the other party execute any additional documents and do any other acts or things which may be reasonably required to give effect to the terms hereof.

88. All costs, charges and expenses including stamp duty and registration charges of this Agreement shall be borne and paid by the Purchaser(s). The Purchaser(s) are fully aware of the provisions of the applicable stamp Act as amended from time to time. If any stamp duty over and above the stamp duty already paid on this Agreement including the penalty if any is required to be paid or is claimed by the Superintendent of Stamps or concerned authority, the same shall be borne and paid by the Purchasers alone. The Purchaser/s shall indemnify the Promoter against any claim from the stamp authorities or other concerned authorities in respect of the said stamp duty including penalty if any to the extent of the loss damage that may be suffered by the Promoter. The Purchaser(s) shall also fully reimburse the expenses that may be incurred by the Promoter in consequences of any legal proceedings that may be instituted by the authorities concerned against the Promoter or vice-versa on account of such liability. The Promoter has informed the Purchaser(s) that this Agreement has to be registered within 4 months of execution, or within successive 4 (four) months (on payment of requisite penalty by the Purchaser).

89. All costs charges and out of pocket expenses levies fees penalty or premium in connection with the formation of the said Organisations and/or the Apex/Federal Organisation and execution of Conveyance as well as the cost of preparing, engrossing, stamping and registering all the agreement or any other documents or document required to be executed by the Promoter or the Purchaser/s as well as the entire professional costs of the Advocates of the Promoter in preparing and approving such documents shall be borne and paid by the proposed said Organisation and the organisations of each wing or proportionately by all the buyers in the said Wing/wings including the Purchasers herein. The Promoter shall not be liable to contribute anything towards such costs, charges and expenses and the proportionate share of such costs, charges and expenses payable by the Purchaser(s) shall be paid by them to Promoter immediately on demand.

90. The Purchaser hereby declares that he/she/it/they are resident Indians and are entitled to acquire the said Flat in accordance with the provisions of the Foreign Exchange Management Act, 1999. It is abundantly made clear to the Purchaser that if the Purchaser is a Non-Resident Indian / foreign national of Indian origin, in respect of all remittances, acquisitions / transfer of the said

Flat, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Purchaser understands and agrees, that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto the Promoter accepts no responsibility in this regard and the Purchaser agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

91. Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be inoperative, void or illegal by a court of competent jurisdiction, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.

92. The Purchasers and Promoter shall present this Agreement as well as Conveyance to be executed in future at the proper registration office of the Sub-Registrar within the time prescribed by the Registration Act and Parties shall attend such office and admit execution thereof.

93. Forwarding this Agreement to the Purchaser(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser(s) until, firstly, the Purchaser(s) signs and delivers this Agreement with all the

schedules along with the payment dues as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser(s) for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Purchaser(s), application of the Purchaser(s) shall be treated as cancelled and all sum deposited by the Purchaser(s) in connection therewith including the booking amount will be returned after necessary deduction and without any interest or compensation whatsoever.

94. Save and except as may be specifically mentioned herein, this Agreement supersedes all documents and writings whatsoever (if any) executed or exchanged by and between the parties hereto prior to the execution hereof. The parties hereto hereby confirm, agree and acknowledge that this Agreement represents and comprises the entire agreement between them in respect of the subject matter hereof.

95. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser(s) of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

96. If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provisions hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavour to resolve the same by mutual discussion and agreement.

If the dispute or difference cannot be resolved within a period of 15 (fifteen) days, from the notice by the aggrieved party as above, then the dispute shall be

referred to arbitration to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in English language and the venue and seat of the arbitration will be Mumbai. The arbitration shall be conducted by a sole arbitrator who shall be appointed by the Company.

97. This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

98. That the rights and obligations of the parties under or arising out of this Agreement shall be constructed and enforced in accordance with the law of India for the time being in force and the Courts in Mumbai will have the exclusive jurisdiction for this Agreement.

99. The Promoter states that it is assessed to Income tax and the Permanent Account Number allotted to them is AABCI6196D.

100. The Purchaser state/s that the he/she/it is assessed to Income tax and the Permanent Account Number allotted to the Purchaser is _____.

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

**THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the said Property)**

All that piece and parcel of land bearing Cadastral Survey Number 131 admeasuring 4898.49 square meters and Cadastral Survey Number 132 admeasuring 29040.34 square meters both together aggregating to 33938.83 square meters or thereabouts of Lower Parel Division within the limit of Mumbai Municipal Corporation and falling in 'G' South ward situated at Ganpatrao Kadam Marg, Lower Parel, Mumbai- 400 013 and undivided portion of the land bearing City Survey Number 1/ 132 admeasuring approx. 4926.14 square meters or thereabout of Lower Parel Division within the limit of Mumbai Municipal Corporation and falling in 'G' South ward situated at

Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 in aggregate admeasuring 38864.97 square meters or thereabouts. The said Properties are bounded as follows:

City Survey No.	Admeasuring	North	South	East	West
131, 132& undivided portion of 1/132	33,938.83 sq. meters of land	Ganpatrao Kadam Marg	C.S. Nos. 135&136 Shah & Nahar Ind. Estate	CS No. 1/132 Podar Mills (Process House)	CS No. 133 Shah Thackerey Chawl

City Survey No.	Admeasuring	North	South	East	West
1/132	4926.14 sq. meters of land and undivided portion of the land bearing City Survey Number 1/132 admeasuring approx. 4926.14 square meters	Ganpatrao Kadam Marg	Gandhi Nagar	Drainage Channel Road CS No. 110	Bharat Textile Mills CS No. 131 & 132

THE SECOND SCHEDULE ABOVE REFERRED TO

**Area covered under the external & internal walls and Pardis (Built up Areas)
and staircase/s & lift/s, if any provided.**

SIGNED AND DELIVERED

By the within named Promoter

INDIABULLS INFRA ESTATE LIMITED

Through its Authorised Singatory

duly authorised vide its Board Resolution

dated _____

In the presence of...

1.

2.

SIGNED AND DELIVERED by the

Within named Purchaser

In the presence of...

1.

2.

RECEIPT

Received of and from the within named Purchaser/s, the sum of **Rs.**
/ (Rupees _____ Only) towards part of the Sale Consideration
/Purchase Price as within mentioned and payable by the Purchaser
to the Promoter on or before execution of this Agreement.

WE SAY RECEIVED

For **INDIABULLS INFRAESTATE LIMITED**

Authorized Signatory

DATED THIS __DAY OF _____2017

INDIABULLS INFRAESTATE LIMITED

Promoter

AND

Purchaser

AGREEMENT FOR SALE