

BOOKING CONFIRMATION CUM ALLOTMENT LETTER

No: _____
Ref No: _____/____/2017
Date: _____

To,
Name
Address

Dear Sir/Madam,

Sub :Your Booking Application Form dated _____ with respect to booking of the Apartment bearing No. _____ on the _____ floor at _____ to be constructed at ICC (Bombay Dyeing), G. D. Ambekar Marg, Dadar (East), Mumbai-400014.

1. We acknowledge the receipt of your aforesaid Booking Application Form, along with a cheque for the booking amount of Rs. _____/- (Rupees _____ Only) ("**Booking Amount – I**").
2. We are pleased to inform you that the Company has agreed to allot the said Apartment bearing No. _____ in building _____, on the _____ floor consisting of _____ BHK and admeasuring approximately _____ square feet carpet area along with the right to use _____ cars parks ("**Apartment**") proposed to be constructed on a in [_____] for an aggregate consideration value of Rs. _____/- (Rupees _____ Only) as per the terms and conditions mentioned in the said Booking Application Form and subject to payment of the Booking Amount – II, as provided herein below.
3. As stipulated in the booking application form, the below said amounts becomes due and payable by you to us on _____ as **Booking Amount – II**.

Particulars	Amount
(A) Value of GST Provided	
(B) Taxable Value (30% of A)	
(C) Service Tax @14% on 'B'	
(D) Swachh Bharat Cess @ 0.5% on 'B'	
(E) Krishi Kalyan Cess @ 0.5% on 'B'	
Total Amount (A+C+D+E)	

4. You are requested to ensure the payment of the aforesaid amount on or before its due date i.e. _____, favoring "**The Bombay Dyeing & Manufacturing Co. Ltd.**".
5. This Booking confirmation cum Allotment letter is subject to you complying with all the terms and conditions mentioned in your Booking Application Form dated _____

6. You agree and understand that ONE ICC /TWO ICC have been registered as the Real Estate Phase Two Project under the provisions of the Real Estate (Regulation and Redevelopment) Act, 2016 and the Real Estate (Regulation and Redevelopment) Act, 2016 and Maharashtra Real Estate (Regulation and Development)(Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 with the Real Estate Regulatory Authority and the Real Estate Regulatory Authority has granted a Certificate of Registration dated ____ bearing No _____. You confirm that you have visited the website of Real Estate Regulatory Authority and has perused all documents/declarations/forms/annexures/schedules uploaded on the website of Real Estate Regulatory Authority in relation to ONE ICC /TWO ICC and confirms that it has fully and completely satisfied with all the documents/declarations/forms/annexures/schedules uploaded on the website of Real Estate Regulatory Authority and has thereafter booked the apartment hereunder and it undertake(s) not to raise any objections in respect of the disclosures provided herein.
7. You agree and acknowledge that it has read and understood all the terms and conditions of the Agreement to Sell, as reflected on the website of the Real Estate Regulatory Authority and after reading and understanding the same, it/she/him has agreed to purchase the said Apartment. You hereto agree and acknowledge that all the conditions reflected on the website of the Real Estate Regulatory Authority to the allotment of the Apartment, hereunder.

You are also requested to deduct 1% (TDS) Tax at Source of the consideration amount

Thanking you,

For **The Bombay Dyeing & Manufacturing Co. Ltd.,**

Authorized Signatory.

SER.TAX No.AAACT2328KST002

DISCLAIMER - The designs, plans, specifications, facilities, dimensions and images etc. are only indicative and for representative purposes only and subject to the approval of the respective authorities. The owner/developer reserves the right to change the same, without any notice or intimation. This does not constitute an offer and/or contract of any nature between the owner/developer and recipient/buyer/purchaser. Omission of providing any of the said amenities or facilities shall not constitute breach and/or ground for litigation against the Company.

Booking Confirmation Cum Allotment Letter

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai this _____ day of _____, in the year 2017

BY AND BETWEEN

THE BOMBAY DYEING AND MANUFACTURING COMPANY LIMITED, a company incorporated and registered under the Indian Companies Act, 1866 and having its registered office at Neville House, J.N. Heredia Marg, Ballard Estate, Mumbai - 400 001, India, through its Realty Division known as “Bombay Realty” and having its corporate office at C-1, Wadia International Centre (Bombay Dyeing), Pandurang Budhkar Marg, Worli, Mumbai – 400 025, India, hereinafter referred to as the “**DEVELOPER/PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title, administrators and assigns) of the ONE PART;

AND

Mr. _____ / Ms. _____, residing at _____, hereinafter referred as “**PURCHASER**”, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, legal representatives, administrators and permitted assigns) of the **OTHER PART**;
(Note: applicable in case where purchase is by an individual)

OR

Mr./Ms. _____, and
Mr./Ms. _____, and
all residing at _____,

hereinafter collectively referred as “**PURCHASERS**”, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, legal representatives, administrators and permitted assigns) of the **OTHER PART**;
(Note: applicable in case of joint purchasers)

OR

Mr. _____, residing at _____, in his capacity as Karta of _____ Hindu Undivided Family (HUF) hereinafter referred as “**PURCHASER**”, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Karta and all coparceners, members of the HUF from time to time, their respective heirs, legal representatives, executors, administrators and permitted assigns) of the **OTHER PART**;

(Note: applicable in case where purchase is on behalf of HUF)

OR

M/s _____, a registered partnership firm, constituted under the provisions of the Indian Partnership Act, 1932 and having its principal office of business at _____ hereinafter referred as “**PURCHASER**”, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners of the firm for the time being, their survivor or survivors and the heirs, executors, administrators of the last surviving partner and permitted assigns), through its partners _____, _____ of the **OTHER PART**;
(Note: applicable in case where purchase is in the name of a Partnership Firm)

OR

_____ Limited, a company registered under the provisions of the Companies Act, 1956 / Companies Act, 2013 and having its registered office at _____ hereinafter referred as “**PURCHASER**”, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors or successors in business and permitted assigns) of the **OTHER PART**;
(Note: applicable in case where purchase is by public/private limited company)

OR

M/s _____ a proprietary concern carrying on its business through its proprietor Mr./Ms. _____ and having his/her office at, _____ hereinafter referred as “**Purchaser**” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, legal representatives, administrators and permitted assigns) of the **OTHER PART**;

(Note: applicable in case where purchase is by a sole proprietary concern)

OR

_____ LLP, a limited liability partnership formed and registered under provisions of the Limited Liability Partnership Act, 2008 and having its registered office at _____ hereinafter referred as “**Purchaser**”, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include partners of the firm for the time being, their survivor or survivors and the heirs, executors, administrators of the last surviving partner and permitted assigns) through designated partner . _____ of the **OTHER PART**;

(Note: applicable in case where purchase is by LLP)

The Developer/Promoter and the Purchaser shall collectively hereinafter be referred to as “the Parties” and individually as “the Party” wherever the context may so require.

WHEREAS :

- A. One Bai Jerbai Nowrosjee Wadia was absolutely possessed of the several pieces of land situate at Wadala Village at in the Registration, Sub-District Bombay.
- B. By an Indenture of Lease dated the 1st day of January, 1910 registered with the Sub Registrar of Assurance at Bombay under Serial No 834 A at pages 315 to 383 of Volume 1740 of Book No. 1 and made between the said Jerbai Nowrosjee Wadia of the one part and the Developer/Promoter of the other part, the said Jerbai Nowrosjee Wadia demised and leased unto the Developer/Promoter all those pieces or parcels of land situated at Naigaum and Sewree more particularly described in the Schedule thereto for the term of 999 years from the date of the said Indenture of Lease at the rent and on the condition therein mentioned.
- C. By another Indenture of Lease dated the 1st day of February, 1912 registered with the Sub Registrar of Assurances at Bombay under No.944A at pp. 27 to 37 of Volume 1948 of Book No.1 on the 11th day of March, 1912, the said Jerbai Nowrosjee Wadia demised and leased unto the Developer/Promoter all those pieces or parcels of land more particularly described in the Schedule thereto for the term of 997 years less one month from the date of the said Indenture at the rent and on the terms and conditions therein mentioned.
- D. The said Jerbai Nowrosjee Wadia died at Bombay on or about the 8th day of May, 1926 leaving a Will dated 4th December, 1919 and two Codicils dated 24th September, 1920 and 21st September, 1925 respectively of which probate was granted by the High Court of Judicature at Bombay on or about the 15th day of July, 1926 to Cursetjee Nowrosjee Wadia and Nusserwanjee Nowrosjee Wadia.
- E. By virtue of the provisions of the said Will, the lands which were subject matter of the Leases dated 1.1.1910 and 1.2.1912 were bequeathed (subject to the aforesaid two Indenture of Lease dated 1st January, 1910 and 1st February, 1912 respectively) unto the said Sir Nusserwanjee Nowrosjee Wadia alias Sir Ness N. Wadia.
- F. In pursuance of the provisions of the said Will, by an Indenture of Conveyance dated the 27th day of August 1926 registered under No.4681 of Book No.1 on 29th November 1926 with the Sub-Registrar of Assurances at Bombay and made between the said Cursetjee Nowrosjee Wadia and the said Sir Nusserwanjee Nowrosjee Wadia of the one part and the said Sir Nusserwanjee (Ness) Nowrosjee Wadia of the other part, the lands which were subject of the Leases dated 1.1.1910 and 1.2.1912 were conveyed and assured to the said Sir Nusserwanjee (Ness) Nowrosjee Wadia.
- G. The said Sir Nusserwanjee (Ness) Nowrosjee Wadia died at Bombay on or about the 22nd day of April 1952 leaving a Will dated 5th February 1951 and two Codicils thereto dated 5th. July 1951 and 15th March 1952 respectively of which probate was granted by the High Court of Judicature at Bombay on 4th August 1952 to Neville Ness (Nusserwanji) Wadia and one Cecil Neils Caroe reserving the right of the remaining executors namely Leslie Blunt and Henry George Austen De L’Estang Herbert Duckworth to come in and apply for probate of the said Will.

- H. By an Indenture of Conveyance dated the 3rd day of February 1955 registered under No.3619 of 1955 with the Sub-Registrar of Assurances at Bombay and made between the said Neville Ness Wadia in his capacity as sole surviving executor in India of the said Will and Codicils of the one part and the said Neville N. Wadia in his capacity as legatee of the other part, the premises therein specified including the reversionary interests in the lands and premises leased by under leases dated 1st January 1910 and 1st February 1912 were granted and conveyed to the said-Neville Ness Wadia on the covenants as set out therein.
- I. Under an Indenture dated 29th March 1956 registered with the Sub-registrar of Assurance under No. BOM-4592/1956 on 25th July 1956 and made between Neville Ness (Nusserwanji) Wadia of the One part and the Developer/Promoter of the other Part, the said the said Neville Ness (Nusserwanji) Wadia inter-alia granted, released, conveyed and transferred and assured to the Developer/Promoter all that pieces of land and premises situate at Naigaum and Sewree without the Fort of Bombay in the Registration Sub-District of Bombay more particularly described in the Third Schedule there under unto the use of the Developer/Promoter in fee simple forever to the end and intent that the said respective terms of 999 years and 997 years less one month granted under the aforesaid Indenture of Lease dated 1.1.1910 and 1.2.1912 shall forthwith merge and be extinguished in the fee simple reversion and inheritance of the said premises for the consideration and on the covenants as recorded therein.
- J. Under an Agreement dated 9th January 1959 and registered with the Sub-Registrar of Assurances under No. BBJ-2251/1959 on 24th March 1959 and made between Neville Ness Wadia, the Developer/Promoter and the Municipal Corporation of Greater Mumbai and Vishino Laxhimal Gidwani ICS, Municipal Commissioner, the said the said Municipal Corporation of Greater Mumbai inter-alia granted, conveyed to the Developer/Promoter all that pieces of land of the freehold tenure containing by admeasurements 1505. 4 sq. yards or thereabout and registered in the Books of the Collector of Land Revenue under Cadastral Survey No. 983 (part) of Dadar Naigaum Division situate at Naigaum Road in the Registration Sub-District of Bombay more particularly described Firstly in the Fifth Schedule there under written together with all rights of ways, passages, easements and appurtenances for the consideration and on the covenants as recorded therein.
- K. The land bearing Cadastral Survey No, 1/128 admeasuring about 54,083 square yards or thereabouts equivalent to 45220.276 square meters or thereabouts was granted, conveyed and assured by the Trustees of Improvement of the City of Bombay (therein referred to as “the Board”) of the One Part unto the Company (therein referred to as the Company”) of the Other Part vide an Indenture dated 22nd March 1923 registered with the Sub-Registrar of Bombay on 25th April, 1923 under Book No. 1196, Page No. 387, Volume No. 2981. The said piece of land bearing Cadastral Survey No. 1/128 is adjoining to the land bearing Cadastral Survey No. 223 belonging to the Company.
- L. The land bearing Cadastral Survey No. 120 and admeasuring about 20,030 square yards or thereabouts equivalent to 16747.631 square meters or thereabouts was granted, conveyed and assured by the Municipal Corporation of the City of Bombay (therein referred to as “the Corporation”) of the One Part upto the Company (therein referred to as “the Company”) of the Other Part vide an Indenture dated 28th May, 1948 registered with the Sub-Registrar of Bombay under Serial No. 3392 of 1948. The said piece of land is adjoining to the land bearing Cadastral Survey No. 1/128 belonging to the Company.
- M. In the said circumstances and in the manner more particularly described in the title report, the Developer/Promoter became the absolute owner and/or holds of the all that piece or parcel of land and ground bearing Cadastral Survey No. 223(pt) of Dadar Naigaon Division admeasuring (as per the property register card) 135129.55 square meters C.S.No. 983 of Dadar Naigaon Division admeasuring 1258.74 square meters CS No. 120 admeasuring 16747.631 and Cadastral Survey No, 1/128 admeasuring about thereabouts equivalent to 45220.276 situated at Spring Mill Compound, G. D. Ambekar Marg, Wadala, Mumbai 400 014 (hereinafter referred to as the “**Larger Property**”) in the Registration Sub District Mumbai City
- N. The Developer/Promoter by its applications dated 10th April, 2003 and 26th May, 2003 applied to the Government of Maharashtra, Co-operation, Marketing and Textile Department for sanction of the scheme of modernization of the textile activity by utilizing the additional FSI in respect of the Larger Property more particularly described in First Schedule hereunder written for commercial purposes and for textile activity in accordance with the provisions of the Development Control Rules and Regulations of Greater Mumbai, 1991 (hereinafter referred to as “DCR”).
- O. The Government of Maharashtra Co-operation, Marketing and Textile Department by its sanction/approval letter dated 10th November, 2003 approved the said application subject to the terms and conditions set out therein and as modified from time to time under section 25-0(1) of the Industrial Dispute Act 1947 seeking permission for closure of the Spring Mills situate at Dadar Naigaum Division situated at G. D. Ambekar Marg, Dadar (East), Mumbai-400014. Subsequently, the Labour Commissioner granted its approval by its Order dated 25th November, 2004.

- P. In these circumstances, the Developer/Promoter became entitled to develop the “**Larger Property**” more particularly described in **First Schedule** hereunder and has commenced development on the said Larger Property as part of its mixed use layout project (hereinafter referred to as “**the ICC Project**”). The development of the ICC Project is being undertaken by the Promoter in a phased manner and consists of/shall consist of residential towers, commercial towers, etc as may be permissible under the Development Control regulation 1991 as may be amended from time to time. The Promoter shall consume maximum potential of the Floor Space Index (FSI) available on the said Larger Property in addition to utilizing any additional FSI which is available or which may become available in present or future, on account of increase in the basic FSI or as may be permissible under the Development Control Regulations, 1991 or which may arise out of FSI becoming available in present or future as a result of an amalgamation of any part or portion of the said Larger Property with any one or more of properties adjoining thereto
- Q. (such amalgamated portions shall be construed to be part of the said Larger Property). The Promoters may also purchase and/or acquire further FSI credit by way of TDR or otherwise (if permissible) and consume the same on such building/as they may deem fit and/or on such portion of the said Larger Property as they may deem fit in their sole discretion and may amend the plans and/or otherwise propose such changes as they may deem fit any time in future on the said Property.
- R. The Developer is entitled to the development of the said Larger Property in a phase-wise manner by constructing building/s in and to sell the apartments in the building/s to be constructed thereon from time to time, subject to the setback areas, land handed over to the competent authorities and the re-development of the Slum and Chawl which are on part of the said Larger Property.
- S. In accordance with the approvals received from MCGM, the Developer/Promoter has constructed a 41 storeyed residential building known as “Springs” being Wing “A”, and a car parking facility/building for parking cars (thereinafter referred to as the said “**Car Parking Block**”) being Wing B, (hereinafter referred to as the said “**Springs Building**”) adjacent and interconnected with Wing A, having a separate access for ingress and egress and comprising of 3 levels of Basement, ground floor, first floor and Podium level with the amenities as provided therein on a part of land of the said Larger Property more particularly described in the **SECOND SCHEDULE** . The Development of the said Springs Building on a part of the said Larger Property is a “Real Estate Phase One Project” on the said Larger Property.
- T. As a part of the further development in a phase wise manner, the Developer/Promoter proposes to construct on portions of the land of the said Larger Property admeasuring 1289 sq.mts. and 1801 sq.mts (herein after referred to the said “**ICC Project Land**” which is more particularly described in the **THIRD SCHEDULE**),, two multi-storied residential tower namely “**ONE ICC**” and “**TWO ICC**” comprising of :-
- (i) ONE ICC constructed/to be constructed on a piece and parcel of the land admeasuring 1289 sq.mts (being undivided portion of the Larger Property), 3 having basements, 1 stilt level, 1 podium level (connected to TWO ICC) and 60 slabs of the super structure inclusive of refuge floors, habitable floors, typical apartments, service floors, fire check floors and roof top terrace. The apartments starting from super slab number 55 to 59 (part) are designated as penthouses. and
 - (ii) TWO ICC constructed/to be constructed on a piece and parcel of the land admeasuring 1801 sq.mts (being undivided portion of the Larger Property), 3 basements, 1 stilt level, 1 podium level (connected to ONE ICC) and 68 slabs of super structure inclusive of refuge floors, habitable floors, typical apartments, service floors, fire check floors and roof top terrace.

which hereinafter referred to as a “**Real Estate Phase Two-Project**” more particularly described in the **FOURTH SCHEDULE**.

- U. The Real Estate Phase Two Project will be developed by utilization of the full development potential of the Larger Property and the full FSI thereof (including fungible FSI, free FSI, premium FSI) and TDR or any other form of FSI as may be sanctioned from time to time by the competent authorities in accordance with all applicable laws, rules and regulations as may be in force at present and/or at any time hereafter,
- V. The Developer/Promoter at present is in the process of implementing the Real Estate Phase Two Project on the ICC Project Land and has reserved/retained its rights for the future development on the balance portion of the said Larger Property as set out in the Integrated Development Scheme approved by the MCGM. The Developer/Promoter is entitled to amend/modify from time to time the said IDS in accordance with law. All the development on the said Larger Property as set out in Integrated Development Scheme will be undertaken by the Developer/Promoter in phases over a period of time.
- W. The rights retained by the Developer / Promoter under this Agreement in terms of exploitation of the present and future development rights with respect of said Larger Property shall continue to vest with the Developer/Promoter notwithstanding the execution of the Deed of Conveyance in the respect of the said ONE

ICC and TWO ICC and/or Deemed Conveyance in respect of the said ONE ICC and TWO ICC and/or after the statutory vesting of said ICC Project Land on lease basis in favour of the Association of Apartment Owners (AOAO) and/or Apex Body. Provided however, the said reserved rights of the Developer/Promoter shall form part of such documents with a covenant and undertaking of the AOAO. and/or Apex Body in favour of the Developer/Promoter as the case may be.

- X. The development of the Larger Property more particularly described in First Schedule envisages construction of underground tanks, fire-fighting tanks, rain harvesting tanks, sewage treatment plants and installation of transformers, access roads, pump rooms, meter rooms, watchman room, temporary transit camp for tenants, labour camps, substation for power supply company and recreation grounds, which will be shared in common for all the building(s) constructed on Larger Property more particularly described in First Schedule, and accordingly would be finalized keeping with the plans that would be sanctioned by Municipal Corporation of Greater Mumbai from time to time. In addition to the said ancillary structures, the service lines common to the said Real Estate Project Two and other structures to be constructed on the Larger Property, (*as part of the development programme determined by the Developer /Promoter in its sole discretion*) may pass through a portion of the ICC Project Land upon which the ONE ICC and TWO ICC are being constructed and other amenities and facilities which are common for the use of the said ONE ICC and TWO ICC and other building/s which may be constructed on the Larger Property may be provided on the portion of the ICC Project Land over which the said ONE ICC and TWO ICC is being constructed.
- Y. The Larger Property falls under the control of Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM"). By a letter bearing No .EB/605/FS/A dated 07th October 2015, Executive Engineer Building Proposal (City) III the Municipal Corporation of Greater Mumbai (MCGM) inter-alia granted Intimation of Disapproval (IOD) and said IOD is amended from time to time for construction of ONE ICC and TWO ICC on the said ICC Project Land. A copy of the said IOD is attached herewith as **ANNEXURE "2"**.
- Z. By a letter bearing No EEBPC/605/FS/A dated 16th March 2017 and letter bearing No. EEBPC/1812/FS/A 16th March 2017, Executive Engineer Building Proposal (City) III the MCGM inter-alia granted Commencement Certificate for ONE ICC and TWO ICC respectively and said Commencement Certificate/s (CC) are amended from time to time and said CC are amended from time to time. A copy of the said CC are attached herewith as **ANNEXURE "3"**.
- AA. The Developer/Promoter submitted a proposal for Integrated Development Scheme (IDS) of the said Larger Property with the immoveable property bearing CS NO. 4/799, 807 and 809 of Lower Parel Division at Pandrungbudkar Marg, Worli 400 018 to the Asst. Engineer- Building and Proposal-Municipal Corporation of Greater Mumbai. The said Integrated Development Scheme was duly approved on 28th November, 2014 ("**Integrated Development Scheme**" or "**IDS**"). A copy of the IDS Layout Plan is annexed and marked as **ANNEXURE '1'**
- BB. The Promoter has reserved to itself, the right to make such additions, alterations, amendments, deletions and/or shifting in the layout of the said Larger Property or any part or portion thereof, as may be deemed necessary by the Developer/ Promoter, The present layout, design, elevation, plans etc., may be required to be amended from time to time by the Developer/Promoter, and the Purchaser has entered into the present Agreement knowing fully well that the scheme of development proposed to be carried out by the Developer/Promoter on the Larger Property more particularly described in First Schedule may take substantial time, therefore the Developer /Promoter may require to amend, from time to time, the plans, lay out, design, elevation etc. and the Purchaser has no objection to the Developer /Promoter making such amendments.
- CC. The Purchaser is aware and informed that in the event there is change in the layout approvals for the phase-wise development of the said Larger Property , the same may result in the change of the layout of the said Larger Property and the Purchaser/s have confirmed that the amendment to the layout of the said Larger Property at any time in future, whether by way of amalgamation or sub division and/or in any manner whatsoever and modification/ variation of the sanctioned plans including the building plans as a result thereof, shall be permissible, provided however the same would not affect said Apartment agreed to be purchased by the Purchaser/s herein.
- DD. The requisite approvals and sanctions for the development of the Real Estate Phase Two Project on the ICC Project Land may be amended from time to time as the Developer/Promoter deems fit, in accordance with the law and/or the planning requirements, as per the requirements of the development of the said Larger Property and for the construction/development of ONE ICC and TWO ICC on the ICC Project Land to construct additional floors and/or to make any changes in the plans..
- EE. The Developer has expressly agreed to enter upon this Agreement based on the express confirmation of the Purchaser/s that he has granted consent(s) to what is stated herein in clauses BB and CC and based on the said representation of the Purchaser/s, the Developer/Promoter shall not be required to obtain any further consent, concurrence and/or approval in any manner whatsoever of the Purchaser/s at the time of altering/ amending

/modifying and /or submitting /re-submitting, as the case may be, the sanctioned plans of the Real Estate Two Project and the said layout of the said Larger Property or any part or portion thereof.

- FF. The Developer/Promoter, as the owners have the sole and exclusive right to sell the Apartments in the said One ICC and Two ICC to be constructed on the said Real Estate Phase Two and to enter into agreement/s with the purchaser/s of the Apartments in the said Building and to receive the consideration in respect thereof.
- GG. The Developer/ Promoter has entered into an agreement with architects, M/s. S.V. Thakker and Associates who are duly registered with the Council of Architects (“**the said Architect**”). The Developer/Promoter has appointed M/s J+W Engineering Consultancy Services Pvt. Ltd. a Private Limited Company/Firm with duly qualified engineers, for the purpose of preparing structural designs and drawings of the said ONE ICC and TWO ICC.
- HH. The Purchaser has visited and inspected the documents of title of the said Larger Property and the documents relating to the Real Estate Phase Two Project.. The Purchaser/s has/ have, prior to execution of this Agreement, made inquiries and is satisfied (i) that the title of the Developer/Promoter to the Larger Property/ Real Estate Phase Two Project is marketable save and except the mortgage in favour of various Banks; (ii) with the entitlement of the Developer to undertake phase -wise development of the said Larger Property (including the Real Estate Phase Two Project); (iii) with the approvals and sanctions obtained by the Developer/Promoter in respect of the said Real Estate Phase Two Project ; (iv) with the nature of rights retained/reserved by the Developer/Promoter under this Agreement.
- II. The Purchaser has demanded from the Developer/Promoter and the Developer/Promoter has given to the Purchaser/s full, free and complete information, details of all the documents of title relating to the said Larger Property, the sanctioned plans and the lay out plans, designs and specifications of the said Apartment and the Developer /Promoter has given inspection to the Purchaser of the following:-
- (i) all the documents of title relating to the Larger Property and of such other documents as are specified,
 - (ii) the Certificate of Title issued by M/s Negandhi Shah and Himayatullah Advocates and Solicitors, certifying the title of the Developer /Promoter to the said Larger Property ;
 - (iii) approvals and sanctions obtained till date for the development of the said larger Property/ Real Estate Phase Two Project, and
 - (iv) approved plans for the said ONE ICC and TWO ICC .
- JJ. The Purchaser is fully satisfied with the title of the Developer /Promoter in respect of the said Larger Property and the Developer/Promoter’s right to allot various premises/Apartment in the said ONE ICC and TWO ICC. The Purchaser/s has entered into this Agreement after seeking necessary legal advice. The Purchaser/s has/have thoroughly investigated and verified the title of the Developer/Promoter to the said Larger Property/Apartment and is/are fully and completely satisfied that the title of the Developer/Promoter to the said Larger Property and that the Developer/Promoter has the right to construct the ONE ICC and TWO ICC on the ICC Project Land which is a part of the said Larger Property. The Purchaser/s hereby undertake(s) not to raise any objections and/or requisitions of whatsoever nature to the title of the Promoter and/or further investigate the title of the Developer/Promoter to the said the said Larger Property and to the said Apartment and the right of the Developer/Promoter to construct the said ONE ICC and TWO ICC and the said Apartment on the ICC Project Land. The Purchaser/s, having perused all the necessary documents, deeds and writings relating to title of the said Larger Property and the sanctions obtained by the Developer in respect of Real Estate Phase Two and after being fully informed and completely satisfied about the same, as also about the status and the proposed amendments to the plans as aforesaid is/are desirous of purchasing from the Developer/Promoter the Apartment for the consideration and on the terms and conditions hereinafter appearing.
- KK. The Promoter has registered the Real Estate Phase Two Project under the provisions of the Real Estate (Regulation and Redevelopment) Act, 2016 and Maharashtra Real Estate (Regulation and Development)(Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017, with the Real Estate Regulatory Authority and the Real Estate Regulatory Authority has granted a Certificate of Registration dated ____bearing No ____ which is annexed and marked as **ANNEXURE “4”** hereto. Copies of the Property Card evidencing the nature of the title of the Developer/Promoter to the said Larger Property is attached hereto and marked as **ANNEXURE “5”** and a copy of the Certificate of Title issued by M/s Negandhi Shah & Himayatullah, Advocates and Solicitors, certifying title of the Developer/Promoter in respect of the Larger Property is hereto annexed and marked **ANNEXURE “6”**.

- LL. As requested by the Purchaser/s, the Promoter/Developer has agreed to sell and the Purchaser/s has/have agreed to purchase the Apartment which is more particularly described in **FIFTH SCHEDULE** hereunder and the typical floor plan is hereto annexed and marked as **ANNEXURE “7”**, together with the amenities in the Apartment more particularly described in **ANNEXURE “8”** hereto at or for the lump sum consideration as specified in **ANNEXURE “9”** hereto and on the terms and conditions hereinafter appearing, on ownership basis, as well as on the terms as specified in **ANNEXURE “9”** hereto.
- MM. The Promoter allots the Purchaser/s the exclusive use and enjoyment of the car parking space in the basements, (connected with ONE ICC to TWO ICC) in the said ONE ICC and TWO ICC Building being constructed on the said ICC Project Land as specified in **ANNEXURE “9”** hereto .
- NN. The Developer/Promoter is/are entering into similar separate agreements with the several other persons and parties for the sale of apartments in the said ONE ICC and TWO ICC.
- OO. While sanctioning the said plans MCGM and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer/ Promoter while developing the said Larger Property and ONE ICC and TWO ICC and upon due observance and performance of which only the part occupancy certificate and/or full occupancy certificate in respect of ONE ICC and TWO ICC and/or any part of ONE ICC and TWO ICC shall be granted by MCGM.
- PP. The Developer/Promoter has commenced construction of the ONE ICC and TWO ICC in accordance with the plans which are sanctioned prior the execution of this Agreement and shall continue to construct in accordance with the amended plans which are to be approved by MCGM and the Developer/Promoter shall further be entitled to amend the same from time to time and/or to make any changes in the plans.
- QQ. In accordance with the terms and conditions set out in this Agreement including the Annexures hereto and as mutually agreed upon by and between the Parties, the Developer/Promoter hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Apartment and as required under the provisions of section 13 of the said Act, the Developer/Promoter is required to execute a written Agreement for sale of said Apartment with the Purchaser/s, being in fact these presents and also to register the said Agreement under the Registration Act, 1908 in the manner as set out herein.

NOW IT IS HEREBY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITION AND INTERPRETATION:

Unless defined otherwise herein or contrary to or repugnant to the context hereof, the capitalized terms used herein shall have the same meaning ascribed to the same in the Agreement to Sell.

- 1.1 **“Agreement”** shall mean this agreement to sell and shall include any writing, document or agreement, annexures executed in pursuance hereof and schedule attached herewith;
- 1.2 **“Apartment”** shall mean the apartment in the ONE ICC and TWO ICC and more particularly described in **FIFTH SCHEDULE** hereunder written.
- 1.3 **“Association of Apartment Owners”** or **“AOAO”** shall mean the condominium of the said ONE ICC and TWO ICC Building formed by submitting the same to the provisions of the Maharashtra Apartment Ownership Act, 1973 (**“MAO”**) or any other modification thereto.
- 1.4 **“Approvals”** shall mean and include all licenses, permits, approvals, sanctions, consents obtained/to be obtained from granted/to be granted deemed to be granted by the competent authorities in connection with the Real Estate Phase Two Project in which the Apartment agreed to purchased by the Purchaser is situate including but not limited to plans, IOD, CC, OC (part)/ OC and/or BCC etc.
- 1.5 **“Building”** shall mean residential building known as ONE ICC/TWO being constructed/to be constructed on the part of the Larger Property known as as “ICC Project Land” an more particularly described in Annexure 9 .
- 1.6 **“Buildings”** shall mean multi-storeyed buildings having several wings either residential or commercial or retail being or proposed to be constructed on the said Larger Property including the said Building save and except the rehabilitation buildings of slum dwellers and chawl occupants.
- 1.7 **“ONE ICC and TWO ICC Common Areas and Amenities”** shall mean the common areas and amenities more particularly described in the **SIXTH SCHEDULE**.

- 1.8 **“CAM Charges”** shall mean the common area maintenance payable by the Purchaser inter alia for the maintenance of the Larger Property/ ONE ICC / TWO ICC and Apartment, but shall not include the **Property Taxes and Other Charges**.
- 1.9 **“Carpet Area”** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Apartment subject to tolerance of +/- 3% on account of structural, design and construction variances.
- 1.10 **“Date for Commencement of CAM Charges”** means the date on which the Developer/Promoter has offered the possession of the Apartment to the Purchaser.
- 1.11 **“Possession Date”** shall mean the date as specified in **ANNEXURE “9”** herein on which the Developer/Promoter shall endeavor to make available to the Purchaser the possession of the Apartment, subject to the terms and conditions provided herein.
- 1.12 **“Real Estate Phase Two Project ”** shall mean the development of two multi-storied residential tower to be named as **“ONE ICC”** and **“TWO ICC”** consisting of :
- (iii) ONE ICC constructed/to be constructed on a piece and parcel of the land admeasuring 1289 sq.mts (being undivided portion of the Larger Property), 3 having basements, 1 stilt level, 1 podium level (connected to TWO ICC) and 60 slabs of the super structure inclusive of refuge floors, habitable floors, typical apartments, service floors, fire check floors and roof top terrace. The apartments starting from super slab number 55 to 59 (part) are designated as penthouses. and
 - (iv) TWO ICC constructed/to be constructed on a piece and parcel of the land admeasuring 1801 sq.mts (being undivided portion of the Larger Property), 3 basements, 1 stilt level, 1 podium level (connected to ONE ICC) and 68 slabs of super structure inclusive of refuge floors, habitable floors, typical apartments, service floors, fire check floors and roof top terrace.
- 1.13 **“Liquidated Damages”** shall mean an amount equivalent to 20% of the Total Consideration (excluding any payment towards delayed interest charges) plus GST if any.
- 1.14 **“Refund Amount”** shall mean the Total Consideration or part thereof paid by the Purchaser hereunder after deducting there from any other amount and dues payable by the Purchaser to the Developer/Promoter under this Agreement and the applicable GST thereon, if any, including delayed payment interest and other pending /applicable charges.
- 1.15 **“Other Charges”** shall mean the Other Charges payable by the Purchaser more particularly provided in the **ANNEXURE “9”** hereto towards and including layout deposits, IOD deposits or permanent deposits, water connection charges, electricity connection and meter charges, betterment charges, development charges, gas/pipe gas connections charges, internet connection deposits, telephone connection deposits, cess, levies and charges, along with applicable direct and/or indirect taxes, but shall not include CAM Charges and Property Taxes.
- 1.16 **“Shared Common Areas and Amenities”** shall mean the common areas and amenities as are shared between the ONE ICC and TWO ICC more particularly described in the **SEVENTH SCHEDULE** hereto and as indicated by the Developer/Promoter and subject to the terms as stated in this Agreement.
- 1.17 **“Transfer”** shall mean handing over possession of the said Apartment to a third party, assignment/sale of the rights under this Agreement/rights to the Apartment, sale of Apartment, Booking Application Form, license / lease of Apartment for a period exceeding 5 years (including all renewals/extensions/ options, if any), transfer of shares of a company (if the Purchaser is a company), change of control of the promoters of a Public Limited Company, reconstitution of a Partnership Firm/LLP including but not limited to by adding new partners or resignation of any of the Partners from the firm or dissolving the Firm/LLP or change in the commercial terms of the Firm/LLP.
- 1.18 **“Total Consideration”** shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of Apartment as set out in clause 7.1 below and more particularly set out **ANNEXURE “9”** hereto.

2. RULES FOR INTERPRETATION

In this Agreement where the context admits:

- 2.1. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:

- a) Any statutory modification, consolidation or reenactment (whether before or after the date of this Agreement) for the time being in force;
- b) All statutory instruments or orders made pursuant to a statutory provision; and
- c) Any statutory provision of which these statutory provisions are a consolidation, reenactment or modification.

2.2 Words denoting the singular shall include the plural and words denoting any gender shall include all genders.

2.3 Headings to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and shall be ignored in construing the same.

2.4 References to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.

2.5 Reference to days, months and years are to Gregorian days, months and calendar years respectively.

2.6 Any reference to the words “hereof,” “herein”, “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.

2.7 The words “include” and “including” are to be construed without limitation.

2.8 Any reference to the masculine, the feminine and the neutral shall include each other.

2.9 In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.

3. **RECITALS:**

The recitals above shall form part and parcel of this Agreement and shall be read in conjunction with this Agreement. The Purchaser/s hereby confirms/s that he/she/it/they has/have fully read and understood the foregoing Recitals and has/have agreed that the Promoter/Developer shall have all the rights in respect of the said Larger Property and the Purchaser/s undertakes and confirms not to object the same. The Purchaser/s also confirm/s, agree/s and declares that the consideration agreed to be paid by him/her/it/them to the Developer/Promoter, is in respect of the Apartment hereinafter mentioned and he/she/it has no right or claim and/or will not make any claim on any other portion of the said Larger Property or ICC Project Land.

4. **CONSTRUCTION**

4.1 The Developer/Promoter shall construct the said ONE ICC and TWO ICC in accordance with the plans sanctioned by MCGM as aforesaid with such the modification and/or amendments pending approval from MCGM and/or any amendment and/or modification of Plans carried out pursuant to the disclosures hereto and/or any amendment and/or modification of Plans , as the Developer/Promoter may incorporate therein from time to time as aforesaid. .

4.2 Provided, however that the Developer/Promoter may make such minor additions or alterations as may be required by the Purchaser, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorised Architect or Engineer after proper declaration and intimation to the Purchaser.

5. **TITLE DISCLOSURE :**

5.1 The Promoter has clear and marketable title with respect to the said Larger Property and as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the ICC Project Land and also has actual, physical and legal possession of the ICC Project Land for the implementation of the Real Estate Phase Two Project. The Purchaser hereby acknowledges and confirms that prior to the execution of this Agreement, (i) it/she/he has/have thoroughly investigated and verified the title of the Developer/Promoter to the said Larger Property (ii) the Developer/Promoter has made full and complete disclosure of the title to the said Larger Property/ (iii) it/she/he has taken full, free and complete inspection of all the relevant documents, upto it/his/her satisfaction and (iv) in relation to the Larger Property/ Apartment and it has satisfied himself/herself/itself of inter alia the following:

- a) The Developer/Promoter’s right to construct the said ONE ICC and TWO ICC Building;

- b) Nature of the Developer/Promoter's right, title and interest to the Larger Property / Apartment;
- c) The encumbrances on the said Larger Property /Apartment;
- d) The drawings, plans and specifications with respect to the said Real Estate Phase Two Project;
- e) The Integrated Development Scheme of the said Larger Property and the proposed/ constructions/ Future Phases within the said Larger Property more particularly described in the Plan which is annexed and marked as **Annexure "1"** hereto.;
- f) Nature and particulars of fixtures, fittings and amenities in the Real Estate Phase Two Project /Apartment;
- g) All particulars of designs and materials to be used in construction and development of the Real Estate Phase Two Project
- h) The Approvals obtained and yet to be obtained in relation to the Real Estate Phase Two Project
- i) Nature and particulars, sharing and condition with respect to (i) Building Common Areas and Amenities, and (ii) Shared Common Areas and Amenities.

5.2 The Purchaser confirms that it is/are fully and completely satisfied with the title of the (i) Developer/Promoter's right, title and interest to the said Larger Property / ICC Project Land, (ii) the status of the Approvals, (iii) status of the present construction of ONE ICC and TWO ICC and (iii) disclosures provided herein.

5.3 The Purchaser/s hereby undertake(s) not to raise any objections and/or requisitions of whatsoever nature to the title of the Developer/Promoter and/or further investigate the title of the Developer/Promoter's right, title and interest to the said Larger Property and the right of the Developer/Promoter to construct and/or to develop Real Estate Phase Two Project and any disclosures provided herein.

5.4 The Purchaser further confirms that the Purchaser was provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and conditions hereof. The Purchaser further confirms that the representatives of the Developer/Promoter has provided satisfactory answers/clarifications to all queries raised by him with regards to the Developer/Promoter's right, title and interest to the Larger Property and the right of the Developer/Promoter to construct and/or to develop Real Estate Phase Two Project and disclosures provided herein. The Purchaser confirms that the Purchaser has been suitably advised by his advisors and well wishers and that this Agreement is being executed with full knowledge of all the laws, rules, regulations, notifications, etc, applicable to the said Larger Property and the right of the Developer/Promoter to construct and/or to develop Real Estate Phase Two Project and the implication of the terms and conditions contained in this Agreement.

6. **AGREEMENT TO SELL:**

6.1 The Purchaser hereby agrees to purchase/acquire subject to the terms and conditions herein from the Developer/Promoter and the Developer/Promoter hereby agrees to sell to the Purchaser, the Apartment more particularly described in **FIFTH SCHEDULE** hereunder written as shown in the Floor Plan hereto annexed and marked as **ANNEXURE "7"** together with the Amenities as set out in **ANNEXURE "8"** at and for an aggregate lump sum consideration of the Total Consideration as set out in **ANNEXURE "9"** hereto and subject to terms and conditions mentioned herein and therein and the Approvals issued/granted and/or to be issued/granted by the Competent Authority/Statutory Authority, under any law of the State or Central Government for the time being in force. The nature, extent and description of the ONE ICC and TWO ICC Common Areas and Amenities are more particularly as out in **SIXTH SCHEDULE** and the "**Shared Common Areas and Amenities**" between the ONE ICC and TWO ICC are more particularly described in the **SEVENTH SCHEDULE**. The Purchaser does hereby confirm that he/she/it has chosen to purchase Apartment in the said ONE ICC and TWO ICC , after exploring the other options of various properties of similar nature, available with the other developers and available in resale in the vicinity and has therefore on its own accord approached the Developer/Promoter for purchase of the said Apartment.

6.2 The Purchaser/s shall have no claim, save and except in respect of the said Apartment agreed to be sold to him/her/them/it. Save and except the Apartment, subject to terms and conditions contained herein, the said Larger Property, including all the open spaces, common access/internal roads, gutters, gardens, recreational areas, clubs and other premises and spaces etc., shall remain the exclusive property of the Developer/Promoter, who shall be entitled to modify, shift, develop and deal with the same in such manner as the Developer/Promoter may deem fit.

6.3 The Purchaser agrees and acknowledges that the Developer/Promoter /s will be entering into separate agreements with several other persons and parties for allotment/sale or giving rights in respect of various Apartments within the ONE ICC and TWO ICC and allot car parking spaces within the said ONE ICC and TWO ICC or as provided herein .

6.4 The Developer/Promoter is constructing multiple basement and podium connecting ONE ICC with TWO ICC which consist of several car parking spaces to be used by the Purchasers of the Apartments of the ONE ICC and TWO ICC. At the request of the Purchaser, the Developer/Promoter hereby allocates to the Purchaser car parking space/s as set out in **ANNEXURE "9"** hereto. The exact location of the Car Parking Spaces allocated

to the Purchaser shall be finalized by the Developer/Promoter on or before the Possession Date (hereinafter referred to as “**the Said Car Parking Spaces**”). The Purchaser is aware that the Developer/Promoter has in the like manner allocated and shall be allocating other car parking space/s in the basement/podiums to several purchasers of the apartment in the ONE ICC and TWO ICC and undertakes not to raise any objection in that regard and the rights of the Purchaser to raise any such objection shall be deemed to have been waived. The Purchaser hereby accords his irrevocable and unconditional consent to the Developer/Promoter to allocating the other car parking spaces to the Purchaser/s of the respective Apartments in ONE ICC and TWO ICC. The Purchaser hereby confirms warrants and undertakes to use the car parking spaces so allocated to him for the purpose of the parking of car only, and not otherwise.

- 6.5 The Purchaser is aware that the Developer/Promoter is constructing multiple basements and podium which consist of several car parking spaces to be used by the purchaser of the Apartments of the ONE ICC and TWO ICC in the common/shared podium and basements attached with the ONE ICC and TWO ICC and such car parking spaces will be shared between the ONE ICC and TWO ICC, at all times and shall be accessed by the Apartment purchasers of the ONE ICC and TWO ICC.

7. **TOTAL CONSIDERATION:**

- 7.1 The Purchaser/s confirm(s) and undertake(s) to pay each and every installment of the said Total Consideration on their respective due dates as per the details provided in **ANNEXURE “9”** and other payments including the Other Charges, Purchasers’ proportionate share of rates, taxes, cesses and assessments levied or imposed, including but not limited to GST levied or imposed, or any new head of levy or taxes levied by concerned local or Government Body or authority (imposed now or in future), (“**Tax Liabilities**”) as specified in this Agreement, without any delay or default, time being the essence. The Purchaser/s agree(s) and confirm(s) to pay the said Total Consideration and all such amounts of Tax Liabilities when become due or payable by the Purchaser/s by Account Payee cheque/demand draft/pay order payable to the Developer/Promoter at Mumbai in accordance with the demand raised by the Developer/Promoter s without any delay or demur.
- 7.2 The Developer/Promoter shall, in respect of the Consideration and any other amount relating to Tax Liabilities remaining unpaid by the Purchasers under the terms and conditions of this Agreement, have a first lien and charge on the said Apartment. This covenant is an essential and integral term and condition of this Agreement and of the title to be created in respect of the said Apartment under this Agreement in favour of the Purchaser/s, that only after the payment of Total Consideration in accordance with **ANNEXURE “9”**, Other Charges as aforesaid, as well as all other amounts relating to Tax Liabilities payable by the Purchaser/s hereof are paid by the Purchaser/s to the Developer/Promoter, the Purchaser/s shall be entitled to claim any rights under this Agreement and/or in respect of the said Apartment.
- 7.3 The said Total Consideration shall be paid in installments to the Developer/Promoter from time to time and in the manner, more particularly described in **ANNEXURE “9”** hereto, time being of the essence. It is specifically agreed that the Developer/Promoter has agreed to accept the aforesaid Total Consideration on the specific assurance of the Purchaser that the Purchaser shall:
- (i) Make payment of the installments as stated in **ANNEXURE “9”** hereto, without any delay or demur for any reason whatsoever, and
 - (ii) Observe all the covenants, obligations and restrictions stated in this Agreement, in letter and spirit, and
 - (iii) Any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this Agreement by the Purchaser.
- 7.4 The Purchaser accords his irrevocable consent that any payment made by the Purchaser to the Developer/Promoter hereunder shall, notwithstanding any communication to the contrary be appropriated in the manner below:
- (i) Statutory dues, cess, levies, municipal taxes and all direct and indirect taxes (including GST) and the interest, thereon, if any;
 - (ii) Interest outstanding as on date towards delayed payment of the consideration and any other charges ;
 - (iii) Costs and expenses for enforcement of this Agreement to Sell; and
 - (iv) Outstanding dues including Total Consideration and Charges in respect of the Apartment,
- 7.5 Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to appropriation/application of the payments made hereunder shall be valid or binding upon the Developer/Promoter.
- 7.6 The Purchaser/s also confirm/s, agree/s and declares that the consideration agreed to be paid by him/her/it/them to the Developer/Promoter, is in respect of the Apartment hereinafter mentioned and he/she/it has no right or claim and/or will not make any claim on any other portion of the said Larger Property and/or ICC Project Land as the case may be.

- 7.7 The Total Consideration payable by the Purchaser is exclusive of all the sums, taxes, levies, deposits, duties, charges, cess, levies, rents, condominium membership charges, CAM charges, legal charges, water charges, Diesel and HVAC Charges, administrative charges, sinking fund, contribution, club charges, club membership fees and any other charges as may be directed by the Developer/Promoter which shall be payable by the Purchaser in respect of and/or in connection with the allotment of the Apartment by the Developer/Promoter.
- 7.8 The Purchaser agrees that all levies, charges, cess taxes (direct or indirect), of any nature whatsoever (present or future), including but not limited to Value Added Tax (VAT), GST, Stamp Duty, Registration Charges as are or may be applicable and/or payable on the Total Consideration, Other Charges and any other applicable charges in respect of the Apartment or otherwise shall be solely and exclusively borne and paid by the Purchaser.
- 7.9 The Purchaser shall be liable to pay Interest at the rate as provided in the said Act and in the Maharashtra Real Estate (Regulations and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules 2017 framed under the said Act (herein after referred to as the said Rules) from the due date of payment till realization by the Developer/Promoter for any delay in payment of booking amount or any installment of the Total Consideration, Other charges (part or in full) and taxes due if any, any other charges, penalties, costs and expenses payable under this Agreement, without prejudice to the other rights and remedies of the Developer/Promoter.
- 7.10 The Purchaser(s) hereby agrees, undertakes and confirms that pending possession and the timely payment of the last installment including the miscellaneous charges, fees and taxes (in present and in future), due if any, no charge shall be created on the said Apartment without the prior written intimation to the Developer/Promoter and despite such charge, the said Apartment shall be under lien in favour of the Developer/Promoter from the Purchasers, till all the outstanding amounts due to the Developer/Promoter are paid in full. Further, post possession of the Apartment, if any amounts, taxes or charges are not paid to the Developer/Promoter, without prejudice to its rights and remedies, the Purchaser shall be liable to pay interest at the rate as provided in the said Rules framed under the said Act and the Developer/Promoter shall have a first right of lien on the Apartment till the amounts, taxes, charges are paid along with interest to the Developer/Promoter.
- 7.11 The Purchaser/s declares and affirms that in case of joint allotment, failure to pay by any purchaser shall be deemed as failure to pay by both and all the Purchaser/s shall be treated as one single person/entity for the purpose of this Agreement and all shall be liable for the consequences jointly as well as severally.
- 7.12 The Total Consideration is escalation-free subject to the provisions of 7.13 and subject to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer/Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer/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, which shall only be applicable on subsequent payments and the Purchaser undertakes to pay the same.
- 7.13 The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate and occupation certificate (part) as the case may be, is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of +/-3%. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer/Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within 45 (forty-five) days with annual interest at the rate specified in the Rules framed under the said Act, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Developer/Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan or at the time of possession. All these monetary adjustments shall be made at the same rate per square meter as agreed herein and as set out in detail in ANNEXURE "9" hereto.

8. **CONSTRUCTION AND DEVELOPMENT:**

- 8.1 The Developer/Promoter shall construct the said ONE ICC and TWO ICC in accordance with the plans sanctioned by MCGM as aforesaid with such the modification and/or amendments pending approval from MCGM and/or any amendment and/or modification of Plans, as the Developer/Promoter may incorporate therein from time to time in the manner as set out herein.

- 8.2 The Developer/Promoter shall, subject to the terms hereof, construct ONE ICC and TWO ICC in accordance with the approvals and/or plans, designs and specifications and amendments thereto as may be approved by the competent authority or statutory authority from time to time. Having regard to the above position, the Purchaser has entered into this Agreement without any objection or demur and agrees not to raise and waives his right to raise any objection, in that regard.
- 8.3 The Purchaser accepts all plans, specifications, layout and planning of the ONE ICC and TWO ICC which are approved and also understands, confirms and agrees that the plans/ designs/ areas are subject to further approvals of authorities and also subject to changes/variations as per the decision of the project architects and/or the discretion of the Developer/Promoter and/or the Municipal Corporation of Greater Mumbai (MCGM) and/or any governmental agency and/or change in law and further subject to the rules, regulations, terms and conditions as may be laid by the Government and/or concerned authorities from time to time under the scheme of redevelopment of mill land as well as Development Control Regulation, 1991 as amended from time to time and other applicable provisions and/or statute by utilizing the FSI/FAR and/or development potential available in respect of the said Larger Property to the utmost extent for construction more than one buildings/structures,.
- 8.4 The Purchaser understands that the location of ONE ICC and TWO ICC and the common areas and amenities as shown in the sales brochures or locational layout for the Building, are provisional. The Amenities set out hereunder in the **ANNEXURE "8"**, designs, plans, specifications, facilities, dimensions and images etc. are only indicative and for representative purposes only and subject to the approval of the respective authorities and is subject to change as specified by the architects. The Developer/Promoter reserves the right to change the same, without any notice or intimation. This does not constitute an offer and/or contract of any nature between the Developer/Promoter and the recipient/buyer/purchaser. Omission of providing any of the said amenities or facilities shall not constitute breach and/or ground for litigation against the Developer/Promoter .
- 8.5 The Purchaser understands that the Developer/Promoter shall be at liberty and be entitled to amend the lay-out plan/IDS of the Larger Property, for, including but not limited to amalgamation of the said Larger Property with any adjoining plots of land and the Purchaser shall not raise any objection to the same.
- 8.6 The Purchaser understands undertakes, confirms and agrees that their right will be confined to only to the said Apartment allotted in ONE ICC and TWO ICC and shall not be entitled to demand or claim any right, title or interest in additional or incremental FSI in respect of ICC Project Land on which the said ONE ICC and TWO ICC are being constructed and/or the said Larger Property.
- 8.7 The Developer/Promoter, if permitted by the appropriate authorities, reserves to itself the right to transfer the construction permissible on the said Larger Property or transfer to the Larger Property for construction permissible on any other property and lay out such construction accordingly at any time.
- 8.8 The Developer/Promoter shall be free to construct on the said Larger Property, at such locations as it may, from time to time, decide any additional structures, like substations for electricity or office for management of the said Larger Property and to build underground and overhead tanks, structures for watchman, cabin, toilet, apartments for domestic servants/watchmen, septic tanks, soak pits, satellite cable, television antenna, receiving dish for electronic, radio, broadband communication, transformers, surveillance compass, other security and safety gadgets and such or similar other structures, through or under or over said Larger Property, as the case may be, or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, rainwater harvesting arrangement, tube well and other devices etc., belonging to or meant for the said Larger Property which is being developed /to be developed and constructed by the Developer/Promoter on the said Larger Property and such additional structures/facilities shall be shared by the purchasers of ONE ICC and TWO ICC. The Purchaser/s shall not interfere with the said rights of the Developer/Promoter or obstruct the exercise of such rights whether by raising any dispute or court proceedings, seeking injunctions or prohibitory orders of any court, tribunal, body or authority or under any provision of law or otherwise, whatsoever in relation to the above. The Developer/Promoter shall always be entitled and the Purchaser/s hereby expressly authorize(s) it to sign on behalf of the Purchaser/s any undertakings and indemnities as may be required by MCGM or any other State or Central Government or Competent Authorities under any law concerning the construction of ONE ICC and TWO ICC or for implementation of its scheme for development of the said Larger Property. The MSEB / Reliance Energy / Tata Power / BEST may require that, a space for a substation be provided to them on the said larger Property and the Developer/Promoter shall be entitled to execute necessary documents in this connection. The Purchaser/s shall not raise any objection or obstruct the putting up and construction of the electric substation and its allied constructions, pipes and boxes for electric meters and other structures in this connection and shall extend full cooperation and assistance as may, from time to time, be necessary in this respect, as per the rules and requirements of such electrical undertaking or similar bodies.
9. **DEVELOPER TO OBTAIN PART OCCUPATION CERTIFICATE/OCCUPATION CERTIFICATE:**

The Developer/ 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 while amending the sanctioned plans thereafter and shall, before handing over possession of the Apartment to the Purchaser obtain from the concerned local authority part Occupancy Certificate or Occupation Certificate in respect of the part of the ONE ICC, TWO ICC as the case may be.

10. FLOOR SPACE INDEX:

- 10.1 The Developer /Promoter hereby declares that the Floor Space Index required in respect of the said ONEICC and TWO ICC is 1,22,500 square meters out of which 81533.1 sq. meters is approved and the Developer/Promoter has planned to utilize 40966.9 Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation on the said Larger Property. . The Developer/Promoter has disclosed the Floor Space Index of as proposed to be utilized by them on the ICC Project Land in the said Real Estate Phase Two Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed and/or any increase in FSI shall always belong to Developer/ Promoter only.
- 10.2 The Developer shall be entitled to the entire unconsumed and residual floor space index ("FSI") in respect of the said Larger Property (including the ICC Project Land), and the entire increased, additional, available, future and extra FSI (whether by way of purchase of FSI from any authority by payment of premium or price, the change of law and policy, the purchase of transferable development rights ("TDR"), availability and increase of FSI/TDR, floating FSI, fungible FSI, FSI arising due to a larger layout and the development thereof and/or FSI which is not computed towards FSI by any concerned authority or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to the Developer/Promoter and the Developer/Promoter may propose to utilise the same on the said Larger Property / ICC Project Land in the manner as it deems fit and appropriate; and the Purchaser shall not have or claim any rights, benefits or interest whatsoever including for entitlement, use and consumption in respect thereof. The Developer/Promoter shall be entitled and be at liberty to amend and vary the sanctioned plans and to carry out such additional construction on the said Larger Property without making any change in to the said Apartment as described in the Schedule hereunder written. It is clarified that the layout including the recreation, park, garden, playground disclosed in the layout along with the building plans in respect of ONE ICC and TWO ICC to the apartment purchasers, shall be amended, modify, varied from time to time by the Developer/ Promoter in accordance with the provisions of the Development Control Regulation including utilization of the full development potential available from time to time in respect thereof. It is further clarified that the Developer /Promoter shall be entitled to further construction of any new building on the said Larger Property/layout at any time after obtaining approval from the local authority in accordance with the building rules or building bye-laws or Development Control Regulations made under any law for the time being in force.
- 10.3 The Developer/Promoter has informed the Purchaser/s and the Purchaser/s is/are aware that—
- a) the Developer/Promoter will be entitled to and have a right, if they so desire, to amalgamate the said Larger Property with any one or more of the adjoining properties and to utilize the maximum available F.S.I. thereof inter alia on any portion of said Larger Property and also to sub-divide such amalgamated property and to submit or amend the lay-out plans in respect of the said Larger Property as may be permitted by the MCGM and other concerned authorities; if any further or other additional F.S.I. is permitted to be utilized or becomes available for construction on any portion of the said Larger Property, whether by acquisition under the provisions of the DCR or the MCGM or otherwise howsoever, whether prior or subsequent to execution of the any document relating to the transfer of the said ONE ICC and TWO ICC .
 - b) The Developer/Promoter and/or its nominee/s or assign/s, alone shall be entitled to utilize the maximum FSI potential on any portion of the said Larger Property and that none of the purchasers of apartment in the said ONE ICC and Two ICC, including the Purchaser/s herein, nor the AOA and/or Apex Body, as the case may be, as and when formed and registered, will not be entitled to object to the utilization by the Developer/Promoter or its nominee/s or assigns, for its benefit, such additional FSI or to claim any benefits arising there from.
 - c) The Developer/Promoter shall have the absolute, exclusive and full right, authority and unfettered discretion to use, sell, transfer, and / or assign all or any part of such Floor Space Index (FSI), Floor Area Ratio (FAR), originating from or arising out of the said Larger Property or any part/s thereof, to or in favour of any person/s whosoever, for such consideration and on such terms and conditions and provisions as may be desired and deemed fit by the Developer/Promoter in its sole and unfettered discretion and as may be permitted by law.

- d) The development proposed to be contemplated on the said Larger Property is a mixed use development project in a phase wise manner and the Purchasers agree that the Developer/Promoter will convey the lands and/or grant lease in favour of the Apex Body?federation formed of all the condominiums of the building /s that may be constructed on the Larger Property and the same shall be done only after the completion of the development of the said Larger Property by the Promoter/Developer.

11. **POSSESSION:**

- 11.1 The Developer/Promoter may complete ONE ICC and TWO ICC or any part or portion thereof and obtain part occupation certificate / occupation certificate thereof and offer the possession of the Apartment to the Purchaser/s in writing within 7 (seven) days of receiving the part occupancy certificate/ occupants certificate of the Real Estate Phase Two Project.. The Purchaser/s hereby give/s their specific and irrevocable consent to take the possession of the said Apartment, if offered by the Developer/Promoter, the Purchaser shall have no right to reject the offer and will not object to the same. Provided further that if the Purchaser/s is offered possession of the said Apartment in such completed part or portion of the said ONE ICC and TWO ICC, the Purchaser/s shall not be entitled to protest, object or obstruct the execution of the balance work of the Real Estate Phase Two Project for any reason whatsoever including on the ground that such work is causing inconvenience, hardship, disturbance or nuisance to the Purchaser/s and other occupants of the said ONE ICC and TWO ICC as they will have to share the common areas like staircases, elevators, lobbies etc., and neither will the Purchaser/s be entitled to claim any damages, compensation and/or any other sums by whatever name called.
- 11.2 Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including the Total Consideration, the Developer/Promoter shall endeavor to provide the Apartment to the Purchaser on or before the Possession Date as set out in **ANNEXURE “9”** hereto read with the Certificate of Registration issued by the Authority under the provisions of the said Act in respect of **“Real Estate Phase Two Project”**. The Developer/Promoter shall be entitled to a grace period of 1 (ONE) year to complete the **“Real Estate Phase Two Project”**..
- 11.3 The Developer/Promoter shall be entitled for Extension of Registration of **“Real Estate Phase Two Project”**. for making available the Apartment for possession and/or completion of said **“Real Estate Phase Two Project”** beyond the period as specified in Registration Certificate Project and the Purchaser do hereby confirm not to object for such extension of time by the Authority..
- 11.4 Notwithstanding the provisions hereof, if the Real Estate Phase Two Project is delayed for reasons beyond the control of the Developer/Promoter including on account of the following the Promoter/Developer shall be entitled to reasonable extension of time :-
 - (i) Non-availability of steel, cement, other said building material, water or electric supply.
 - (ii) Labour problems, shortage of water supply or electric power or by reason of any act of God, if non delivery of the Apartment as a result of any notice (including stop work), order of any tribunal/authority/court etc., rule or notification of the Government and/or any other public or Competent authority or of the court or on account of delay in issuance of NOC's, Licenses, Occupation Certificate etc. or non availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond the control of the Developer/Promoter.
 - (iii) Economic Hardship; and
 - (iv) Delay in receipt of documents and/or Approvals.
- 11.5 The Developer/Promoter shall abide by the time schedule for completing the Real Estate Phase Two Project in terms of the Registration Certificate of Project issued by the Authority (as amended from time to time) and handing over the Apartment to the Purchaser and the common areas to the association of the AOA after receiving the part occupancy / Occupation certificate in terms and in the manner as set out herein. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer/Promoter as provided in **ANNEXURE “9”**.
- 11.6 The Purchaser(s) agrees that in case the Developer/Promoter is unable to
 - (i) deliver the Apartment for his occupation and use within time specified or
 - (ii) deliver the Apartment for his occupation and use within extended period as granted by the Authority under the said Act,
- 11.7 The Purchaser may by giving notice in writing to the Developer/Promoter elect to terminate this Agreement. Provided that such right to terminate, shall be exercised by the Purchaser within a period of 30 days from the expiry of such communication. In the event, the letter of termination is not received by the

Promoter/Developer within the said period of 30 days or is received after the said period of 30 days, the Purchaser shall, without the Promoter/Developer being liable to the Purchaser, be deemed to have elected to continue with the Agreement to Sell and the Purchaser shall be deemed to have waived his right to terminate this Agreement. In the event that the termination is done within 30 days from the expiry of the aforesaid grace period, the Promoter/Developer shall refund to the Purchaser the Total Consideration amount or part thereof paid by the Purchaser within 6 months from the date of cancellation/termination takes places with simple interest thereon at the rate as provided in the Rules from the date of receipt of the Total Consideration or part thereof till repayment.

- 11.8 Without prejudice to the right of Developer/Promoter to charge interest as provided in the Rules framed under the said Act, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Developer/ Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Developer/Promoter shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Developer/Promoter within the period of notice then at the end of such notice period, Developer/Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Developer/Promoter shall refund to the Purchaser, subject to adjustment and recovery of any agreed Liquidated Damages or any other amount which may be payable to Developer / Promoter, within 6 months from the date of cancellation/termination takes places with simple interest thereon at the rate as provided in the Rules from the date of receipt of the Total Consideration or part thereof till repayment.

12. **PROCEDURE FOR TAKING POSSESSION :**

The Purchaser shall take the Apartment within (15) fifteen days of the Developer/Promoter giving written notice to the Purchaser intimating that the Apartment is ready for possession. In the event the Purchaser fails and /or neglects to take the Apartment within the said period, the Purchaser shall in addition to the CAM Charges, shall be liable to pay the Developer/Promoter compensation calculated at the rate of Rs. 10/- per sq. **ft of the carpet area per month or part thereof from the Possession Date till such time the Purchaser acquire the Apartment.** Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken Apartment from the expiry of the 15th day of the date of the said written notice. The Purchaser shall alone be responsible/liable in respect any loss or damage that may be caused to the Apartment from the expiry of 15 (fifteen) days from the Possession Date. The Purchaser shall be free to complete all works required to make the Apartment habitable/usable during the period after the Possessions Date.

The Developer/Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchasers, as the case may be in the manner as set out in ANNEXURE “9” hereto.

13. **APARTMENT FOR RESIDENTIAL USE.**

The Purchaser/s shall not use the said Apartment for any purpose other than private residence. The Purchaser/s shall not use the said Apartment for conducting any form of illegal activities or as guest house by any name , whatsoever or for a social gatherings, recruitment agency, dancing/music classes, coaching classes or any other purposes which may cause nuisance or any form of annoyance to the neighboring apartment holders, and shall make use of the Apartment for residential purposes only and shall use the said car parking facility for parking his own vehicle only. The Purchaser/s shall park his/ hers/its/their vehicle only at the designated place and not elsewhere.

14. **DEFECT LIABILITY PERIOD:**

Provided that, if within a period of 5 (Five) years from the Possession Date, the Purchaser/s bring(s) to the notice of the Developer/Promoter any defect in the said Apartment then, wherever possible such defects or unauthorised changes, shall be rectified by the Developer/Promoter at its own cost. In case it is not possible to rectify such defects or unauthorised changes, then the Purchaser/s shall be entitled to receive from the Developer/Promoter, reasonable compensation for such defect or change. The Developer/Promoter shall be discharged from their liability as aforesaid in the event the Purchaser carries out any structural modifications, alterations and/or if the Purchaser changes the location of kitchen, sink and bathroom in the said Apartment.

15. **ORGANIZATION OF APARTMENT HOLDERS :**

- 15.1 Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser/s any right whatsoever,

into or over any portion of said Larger Property, ONE ICC and TWO ICC and/or in respect of ICC Project Land or any part thereof, including the said Apartment, save as provided herein. The Developer/Promoter shall take steps to submit the said ONE ICC and TWO ICC to the provisions of the Maharashtra Apartment Ownership Act, 1973 (“MAO”) and form a Condominium i.e “AOAO” which shall be known as “**ONE and TWO ICC ASSOCIATION OF APARTMENT OWNER**” by executing and registering the Deed of Declaration. The Purchaser hereto confirms, undertakes and declares that it shall abide by such declaration..

- 15.2 The Purchaser is aware that the Developer/Promoter is proposing to form a separate condominium for each of the building/s to be constructed on the said Larger Property. Provided further that all such condominiums/organization which are so formed shall inturn become members of an Apex Body/Apex Federation which shall hold the conveyance and /or lease of the said Larger Property solely at the entire discretion of the Developer/Promoter.

16. **FACILITY MANAGEMENT COMPANY:**

- 16.1 The Purchaser is aware that the (i) Buildings, (ii) Building Common Areas and Amenities and Shared Common Areas and Amenities shall be managed by a Facility Management Company (FMC) appointed by the Developer/Promoter. The Purchaser along with the other purchasers of the Apartments shall be entitled to avail of the services to be provided or arranged by or through the FMC at a cost or charges that may be fixed by the FMC. All common costs, charges and expenses that may be claimed by the FMC shall be to the account of and borne by the Purchasers of the apartment and/or apartments in the Building/Buildings. These common costs shall be shared by all such purchasers on pro-rata basis determined by the Developer/Promoter and/or FMC, which determination shall be binding on the Purchaser.
- 16.2 In addition to the above, the Purchaser is aware that the Promoter /Developer shall alone be entitled to appoint a Facility Management Company (FMC) for the purpose of managing common areas and amenities of the entire ICC Project entirely at their discretion and all amounts incurred in this regards shall be shared by the building/s proportionately. It is clarified that upon the formation of the Apex Body/Federation, the Promoter/ Developer shall take steps to assign the contract to the Apex Body and/or the Apex Body/Federation shall be entitled to manage and administer the said common areas, amenities and facilities of the said Larger Property.
- 16.3 The Apex Body/Federation as contemplated shall abide by the rules and regulations with respect to manage and administer the said common areas, amenities and facilities of the said Larger Property. The Purchaser hereto agrees and acknowledges that such rules and regulations shall be applicable to all residents / habitants / owners of Buildings on the said Larger Property/ICC Project. The Purchaser hereto irrevocably agrees to abide by all such rules and regulations and shall not challenge any such rules and regulations. All management decisions with respect to change in the FMC, club operator or Building Common Areas and Amenities and Shared Common Areas and Amenities and bye laws formulated by the Developer/Promoter will be with affirmative voting of the members of the Apex Body all present and voting.
- 16.4 The Purchaser is aware that Apex Body/Federation shall be authorizing and entitled to charge, receive and collect from the respective Purchasers of the apartments (including the Purchaser herein) and/or the Apex Body/Federation contributions, charges, infrastructure and maintenance charges, fees, cost and expenses, as may be required in relation to the development infrastructure, maintenance, management and supervision of the Common areas in the said Larger Property. The Purchaser agrees not to object at any time to the appointment of such nominee/s appointed for the maintenance, management, servicing, supervision and overall control as aforesaid.
- 16.5 The Purchaser along with the other purchasers of the apartments shall be entitled to avail of the services to be provided or arranged by or through the nominee of the Developer/Promoter /FMC at the cost charges that may be fixed by the nominee of the Developer/Promoter /FMC and in accordance with the terms and conditions imposed by the nominee of the Developer/Promoter /FMC. All common costs, charges and expenses that may be claimed by the nominee of the Developer/Promoter /FMC shall be to the account of and borne by the purchasers of the apartments within the Project. These common costs shall be shared by all such purchasers on pro-rata basis determined by the nominee of the Developer/Promoter /FMC, which determination shall be binding on the Purchaser.
- 16.6 The Purchaser agrees and undertakes to cause the AOAO to be bound by the rules and regulations that may be framed by the nominee of the Developer/Promoter /FMC from time to time.
- 16.7 The Purchaser agrees and undertakes to cause the AOAO/ Apex Body to be bound by the rules and regulations that may be framed by the FMC from time to time. The Purchaser along with the other purchasers in the Building shall undertake and cause the AOAO/ Apex Body to adopt such rules and regulations as aforesaid.

16.8 The Purchaser is aware that the Developer/Promoter is not in the business of or providing services proposed to be provided by the FMC or through the FMC. The Developer/Promoter does not warrant or guarantee the use, performance or otherwise of these services provided by the respective service providers/Operator/FMC. The Parties hereto agree that the Developer/Promoter is not and shall not be responsible or liable in connection with any defect or the performance/non performance or otherwise of these services provided by the respective service providers/ Operator/FMC.

17. **CLUB:**

17.1 Upon making full payment of all amounts due under this Agreement and completion of construction and development of the ONE ICC and TWO ICC, the Purchaser shall be entitled to use the facilities of the “**CLUB**”, which is proposed to be constructed on the podium to be shared between ONE ICC and TWO ICC which forms part of the said Larger Property under the control of the Developer /Promoter. The said shall be used expressly on the terms and conditions of the Development Control Regulations 1991 as may be amended from time to time conditions to be imposed by the Planning Authority in this regard. The Promoter/Developer shall be entitled to grant membership to the apartment purchasers of ONE ICC /TWO ICC/Buildings. The number of club members permitted to use the Club as provided in **ANNEXURE “9”**.

17.2 For any additional memberships, the same shall be permitted only if they are full-time members of the Apartment and on payment of fees as may be decided by the Developer /Promoter from time to time. Similarly, charges for any guests shall be determined by the Developer /Promoter. The membership will be subject to the terms and conditions, rules and charges, as may be framed /levied from time to time by the operator(s) of “**the CLUB**”.

17.3 The Purchaser undertakes to be bound by the terms and conditions imposed by the Planning Authority and the use shall be in accordance with the Development Control Regulation 1991 and rules framed by the FMC/Developer/Promoter and /or the operator and manage of the Club(“**Operator**”) with regard to the access and usage to the Club/s and/or clubs in the Project and the Purchaser hereby waives his right to raise any objection in this regard. The right to use the facilities at the Club, shall be personal to the Purchaser of the Apartment in the ONE ICC and TWO ICC and shall not be transferable in any manner to any third person or party whatsoever. In the event that the Apartment in the ONE IC and TWO ICC is sold/transferred by the Purchaser then the Purchaser shall be deemed to have transferred the right to utilize the said facilities as well as the membership to the then purchaser/transferee of the Apartment.

17.4 The Purchaser shall be obliged to pay the charges, if any, levied by the operator of the Club for specific service(s) availed of by the Purchaser. The Purchaser shall, in addition to the Total Consideration and other amounts payable hereunder, at the time the Apartment is made available to the Purchaser for fit-outs, be obliged to and agrees to pay to the Developer/Promoter towards non-refundable club membership admission service/user fees the amount as set in **ANNEXURE “9”** for the period more particularly provided in **ANNEXURE “9”** are made available to the purchasers of the Apartments in ONE ICC and TWO ICC. It is clarified that certain facilities shall have usage charges in addition to the said club membership charges and same shall be payable on or before the Possession Date, as specified by the Developer/Promoter, along with applicable taxes. The membership to the Club shall be renewal on such the terms, conditions and charges may be imposed by the Operator of the Club.

17.5 The Developer/Promoter does not warrant or guarantee for use, performance or otherwise provided by the operator of the Club. The Parties hereto agree that the Developer/Promoter shall not be responsible and/or liable in connection with any deficiency or the performance/non performance of the services or otherwise provided to the Purchaser

18. **EXECUTION OF CONVEYANCE IN RESPECT OF ONE ICC and TWO ICC and CONVEYANCE/LEASE OF THE ENTIRE SAID PROPOERTY IN FAVOUR OF APEX BODY:**

18.1 The Purchaser/s is/are aware and acknowledge(s) that the development of the said ONE ICC and TWO ICC is a part of the phase wise development of the said Larger Property and this Agreement is entered into by the Developer/Promoter and the Purchaser/s on the specific understanding and the Purchaser/s hereby agree(s) and irrevocably confirm that the Developer/Promoter is only to take steps and is required to convey and/or grant lease of the said Larger Property in favour of “Apex Body” upon the completion of the entire development of the said Larger Property and utilization of the entire FSI available in respect of the said Larger Property and the entire phase wise development is completed and until the sale of all the Apartments/premises/shops/offices/apartments etc., in the said building/s to be constructed is effected on the said Larger Property, whichever is later. The Purchaser/s hereby agree(s) that they shall not ask for insist upon execution of the Indenture of Conveyance and/or Lease in respect of the ICC Project Land until completion of the development of the said Larger Property is completed. The Purchaser is aware that the Developer/Promoter is proposing to form a separate condominium for each of the building/s to be constructed on the said Larger Property. Provided further that all such condominiums/organization shall in turn become members of an Apex

Body/Apex Federation which shall hold the conveyance and /or lease of the said Larger Property only after the complete development of the said Larger Property. .

- 18.2 On completion of the entire development of the said Larger Property, the Purchaser hereto agrees and confirms that the land on which ONE ICC and TWO ICC are constructed shall be conveyed and/or lease entirely at the discretion of the Developer/Owner, will be executed only after the entire development of the said Larger Property in favour of the Apex Body / Federation formed of all the condominiums of the building /s that may be constructed on the Larger Property excluding the building/s in which the slum dwellers and chawl occupants are being rehabilitated. All such expenses shall be borne and paid by the AOA and/or Apex Body/Federation as the case may be.
- 18.3 Such conveyance and/or lease entirely at the discretion of the Developer/Owner in respect of the said Larger Property shall be executed after the completion of the entire development of the layout on the said Larger Property subject to the entire consideration and all outstanding dues being paid by each of the apartment purchasers who has purchased an apartment in the said building/s/ which are constructed on the said Larger Property.
- 18.4 If for any reason, any conveyance is executed prior to the completion of the entire development on the said Larger Property, the same shall only be at the costs of the AOA in relation to the structure of the Building i.e ONE ICC and TWO ICC along with the FSI consumed and subject to the right of the Promoter to dispose off any unsold apartments and allocated un-allotted car parking spaces,, if any and receipt of the entire consideration amount and outstanding dues from the apartments purchasers. The said Conveyance of the ONE ICC and TWO ICC shall further be subject to the right of the Promoter/Developer to develop and continue to develop the remaining portion of the said Larger Property, with the right to use the internal access road and all the facilities, amenities and services in the layout and to construct any additional structures thereon by consuming the balance FSI balance TDR, FSI and balance additional FSI relating to the said Larger Property and any future increase in FSI and TDR, FSI and additional FSI in respect of the said Larger Property due to change in the law or the policies of the Government or local authority, The said Conveyance of ONE ICC and TWO ICC shall be subject to the covenant that the RG which is a part of layout at the podium level shall be for the benefit of the layout and therefore notwithstanding the Conveyance of ONE ICC and TWO ICC , the same shall be for the benefit of the lay out user as provided in the Development Control Regulation 1991.
- 18.5 The Purchaser agrees and undertakes that the name of the association of apartment purchasers of ONE ICC and TWO ICC shall always be **“ONE and TWO ICC ASSOCIATION OF APARTMENT OWNER”** which shall not be changed without the written consent of the Developer/Purchaser. The Purchaser is also aware for various other buildings to be constructed on the said Property, various such AOA's may be formed and the Purchaser agrees and undertakes that the name of the Apex Body/Apex Federation shall not be changed without the written Consent of the Developer/Purchaser. The name of he Apex Body/Federation shall be **“BOMBAY REALTY –ISLAND CITY CENTRE FEDERATION”**
- 18.6 The Purchaser agrees and undertakes to abide by the Conveyance/Lease which is to be executed in the manner as provided hereinabove and the Purchaser waives all his/her/their rights in this regard

19. **EXCLUSIVITY:**

The Promoter has informed the Purchaser and the Purchaser is aware that the certain amenities shall be constructed specifically for the users of apartments located starting from super slab number 55 to 59(part), including an exclusive lift and the entrance lobby (**“Penthouses”**). A list of the exclusive/ amenities to be provided to the Penthouses are more particularly setout in ANNEXURE **“10”**. One of the exclusive amenities to be provided to the penthouse shall be an exclusive lift, entrance lobby, with exclusive car parks adjoining to the said entrance lobby, which shall be used exclusively by the purchasers / occupant of the said Penthouses shall be liable to maintain the said Lift entire at their costs. The Purchaser agrees and confirms that the exclusive / restricted amenities shall at all times belong to the owners of the apartments designated as Penthouses and they shall not be entitled to object to the same. The Parties agree that the exclusive / restricted amenities to be allotted to the penthouse shall be set out in the Deed of Declaration/bye-laws of the AOA and the Purchaser, its/her/his/their heirs, executors, successors in title, assigns shall be bound by the same. The Purchaser agrees and confirms that the same shall be incorporated in the aforesaid Conveyance of the structure of ONE ICC and TWO ICC which is to be executed in the manner as provided hereinabove and the Purchaser waives all his/her/their rights in this regard.

20. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/DEVELOER:**

- 20.1 The Developer/Promoter hereby represents and warrants to the Purchaser as follows:
- 20.1.1 The Developer/Promoter has clear and marketable title with respect to the ICC Project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the

ICC Project Land and also has actual, physical and legal possession of the ICC Project Land for the implementation of the Real Estate Phase Two Project;

- 20.1.2 The Developer/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Phase Two Project as set out hereinabove and shall obtain requisite approvals from time to time to complete the development of Real Estate Phase Two Project;
- 20.1.3 All relevant encumbrances and litigations have been disclosed in the title report and the RERA application form submitted uploaded online on the website of the RERA Authority;
- 20.1.4 All approvals, licenses and permits issued by the competent authorities with respect to the ONE ICC and TWO ICC 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 ONE ICC and TWO ICC, shall be obtained by following due process of law and the Developer/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the ONE ICC and TWO ICC and common areas;
- 20.1.5 The Developer/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 created herein, may prejudicially be affected;
- 20.1.6 The Developer/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 said ICC Project Land, including the said Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;
- 20.1.7 The Developer/Promoter confirms that the Developer/Promoter is not restricted in any manner whatsoever from selling the said Apartment to the purchaser in the manner contemplated in this Agreement;
- 20.1.8 At the time of execution of the conveyance deed of the structure to the AOA as set out herein, the Developer/Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the ONE ICC and TWO ICC and other structure to the AOA;
- 20.1.9 The Developer/Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Real Estate Phase Two Project to the competent Authorities, as and when due ;
- 20.1.10 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 ICC Project Land) has been received or served upon the Developer/ Promoter in respect of the ICC Project land and/or the said Real Estate Phase Two Project except those disclosed in the title report.

21. **RIGHTS OF THE DEVELOPER/PROMOTER:**

- 21.1 The Developer/Promoter has informed the Purchaser/s and the Purchaser/s is/are aware that and the Total Consideration and other charges provided herein and ANNEXURE “9” have been arrived at after taking into consideration the following:-
 - 21.1.1 The Purchaser/s is/are aware that the said Larger Property shall be developed in a phased manner by the Developer/Promoter by use of the maximum FSI potential or any part thereof in respect of the said Larger Property and/or which may be available at present or in future including by way of amendment of rules, regulations, byelaws and statute governing FSI or TDR etc. and in the event of the said additional construction being undertaken after the Purchaser/s has/have taken possession of the said Apartment, the same is therefore bound to cause inconvenience/nuisance/ irritation to the Purchaser/s. The Purchaser/s has/have entered into this Agreement with full knowledge with the aforesaid facts. The Purchasers shall not take any objection, on the ground of nuisance, annoyance, and/or claiming any rights, of easement, and/or any rights in nature of an easement and/or obstruction of light, air, ventilation, open space and/or open area, and/or any other grounds, of any nature whatsoever and/or shall not directly or indirectly do anything and/or shall not ask for an injunction, and/or prohibitory order and/or calling the Municipal or any other authorities, to issue stop work, and/or withdraw and/or suspend and/or cancel any order passed and/or approved plans so as to prevent the Developer/Promoter, or any of their nominees or transferees from developing and/or to carry out construction, on the said Larger Property and/or on adjoining properties. Various terms and conditions of this Agreement, shall always be read subject to the terms and conditions mentioned in the aforesaid paragraphs.

- 21.1.2 The Developer/ Promoter will be entitled to and have a right, if they so desire, to amalgamate the said Larger Property with any one or more of the adjoining properties and to utilise the maximum available F.S.I. thereof inter alia on any portion of said Larger Property and also to subdivide such amalgamated said Larger Property and to submit or amend the layout plans in respect of the said Larger Property, and/or ONE ICC and TWO ICC plans as may be permitted by the MCGM and other concerned authorities;
- 21.1.3 If any further or other additional F.S.I. is permitted to be utilized or becomes available for construction on any portion of the said Larger Property, whether by acquisition under the provisions of the DCR or the MCGM or otherwise howsoever, whether prior or subsequent to execution of the lease/ conveyance, assignment or transfer of the said ONE ICC /TWO ICC , the Developer/Promoter and/or its nominee/s or assign/s, alone shall be entitled to utilize the maximum FSI potential on any portion of said Larger Property and that none of the acquirers of the apartments in the said ONE ICC and TWO ICC, including the Purchaser/s herein, as the case may be, as and when formed and registered, will not be entitled to object to the utilization by the Developer/Promoter or its nominee/s or assigns, for its benefit, such additional FSI or to claim any benefits arising there from.
- 21.1.4 The Developer/ Promoter shall have the absolute, exclusive and full right, authority and unfettered discretion to use, sell, transfer, and / or assign all or any part of such Floor Space Index (FSI), Floor Area Ratio (FAR), originating from or arising out of said Larger property or any part/s thereof, to or in favour of any person/s whosoever, for such consideration and on such terms and conditions and provisions as may be desired and deemed fit by the Developer/Promoter, in its sole and unfettered discretion and as may be permitted by law.
- 21.1.5 The Developer/Promoter has reserved to itself the unfettered and uninterrupted right of way and means of access, over and along all the internal/access roads/pathways/and the ramps in the said Larger Property, at all times, by day and night, for all purposes, with or without vehicles, and also to lay and connect drains, pipes, cables and other service lines and amenities (both underground and overhead) necessary for the full and proper use, enjoyment and development of the said Larger Property (and the neighboring lands) and if necessary to connect the drains, pipes, cables, etc., under, over or along the land appurtenant to and/or surrounding each and every building/s and/or structure/s on the said Larger Property;
- 21.1.6 The Purchaser/s shall not make any claim for damage or abatement in the agreed Consideration on any account whatsoever, including:–
- (i) The Purchaser/s not being allowed any parking facility in any other area of the said ONE ICC and TWO ICC, save and except the car parking space being allotted to it/him/her by the Developer/Promoter as per the terms of this Agreement
 - (ii) The Developer/Promoter shall also be entitled to allow the use of the said Larger Property for the purpose of film shooting/photography for commercial purpose, and the revenue derived there from shall belong exclusively to the Developer/Promoter.
 - (iii) The Purchaser/s shall not have any access or right to use the terrace or any areas associated with the terrace.
 - (iv) The Purchaser/s will have to bear the inconvenience, noise, irritation and nuisance which would be caused when the Developer/Promoter undertakes construction of remaining phases of the Project.
 - (v) The Developer/Promoter intends to and may retain for itself 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 ONE ICC and TWO ICC and for which letting/lease, the Developer/Promoter shall not be liable to pay non occupancy charges therefore to anybody whomsoever including but not limited to the Condominium /Association.
- 21.1.7 It is hereby agreed and confirmed by the Purchaser/s that the Developer/Promoter is fully entitled to use and consume the entire FSI in respect of the said Larger Property and/or which may be available at present or in future including by way of amendment to the rules, regulations, byelaws and statute governing the said Larger Property or in lieu thereof or also FSI which may be acquired/may already been acquired as compensation for any area under setback/reservation in any form, fungible FSI, FSI in lieu of staircase, lobby, and/or otherwise howsoever and/or additional FSI becoming available on account of amalgamation of any adjoining property with the said Larger Property.
- 21.1.8 The terms of this Clause are of the essence of this Agreement and the covenants herein shall run with the said Larger Property and /or the said ICC Project Land.
- 21.1.9 The Purchaser/s is/are further aware that subdivision of the Property underneath the said ONE ICC and TWO ICC from the said Larger Property is not envisaged. The Purchaser/s hereby expressly agree/s not to require

or call upon the Developer/Promoter to obtain subdivision in respect of any area from and out of the said Larger Property, including the area pertaining to the foundation of the said ONE ICC and TWO ICC and/or any land surrounding the said ONE ICC and TWO ICC and will not require the Developer/Promoter to subdivide the said Larger Property from the said ONE ICC and TWO ICC including the area pertaining to the foundation of the said ONE ICC and TWO ICC and/or any land surrounding the said ONE ICC and TWO ICC to the AOA to be formed by the Developer/Promoter or the Apartment holders in the said ONE ICC and TWO ICC. This clause of the Agreement is of the essence and this covenant shall run with the Larger Property and be incorporated in the Indenture of Conveyance of ONE ICC and TWO ICC to be executed by the Developer/Promoter in favour of the AOA to be formed of the purchasers of the Apartments/apartments in ONE ICC and TWO ICC. The Purchaser/s hereby expressly agree/s to accept transfer of the title by the Developer/Promoter in respect of the said Apartment in the manner mentioned herein and shall not require the Developer/Promoter to transfer the title in respect of the said Apartment in any other manner.

21.1.10 It is expressly agreed declared and confirmed that the Developer/Promoter alone shall have full right and authority to develop the said Larger Property by use of the entire Floor Space Index (F.S.I.) of the said Larger Property to the maximum potential FSI and similarly the additional FSI which may be obtained by way of TDR and/or under the other provisions of the DCR as aforesaid and shall continue to be under the ownership and control of the Developer/Promoter, who shall be entitled to utilize the same for its benefit alone, in development of the said Larger or in any other manner howsoever permitted by law.

22. **OBLIGATIONS OF THE PURCHASER:**

- A. The Purchaser/s himself/herself/itself/themselves with intention to bind all persons into whosever hands the said Apartment may come, doth he hereby covenant/s with the Developer/Promoter as follows:
- i. **TO MAINTAIN** the said Apartment at the Purchasers' costs in good tenantable repair and condition from the Possession Date and shall not do or suffer to be done anything in or to the ONE ICC and TWO ICC in which the said Apartment is situated, and also in the staircase or any passages which may be against the rules, regulations or byelaws of the concerned local or any other authority or change/alter or make addition in or to the Building in which the said Apartment is situated and the said Apartment or any part thereof. The Purchaser/s shall not make alterations, additions and/or improvements to the exterior of the said ONE ICC and TWO ICC or make any changes in the windows/facade, elevations and/or glazing of the said ONE ICC and TWO ICC. The Purchaser/s shall not at any time make any structural alterations to the exterior of the said Apartment or fix or erect sub screens or whether shades on the exterior of the said Apartment or the said ONE ICC and TWO ICC in any manner whatsoever without the consent of the Developer/Promoter/AOA and/or the Local Authority. Name plates and boards shall be placed only in specified areas and shall be of such sizes as may be previously approved in writing by the Developer/Promoter or the AOA as the case may be;
 - ii. **NOT TO STORE** in the said Apartment or any other part of the said ONE ICC and TWO ICC any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passages or any other structure of the ONE ICC and TWO ICC, including entrances of the said ONE ICC and TWO ICC and in case of any damage is caused to the ONE ICC and TWO ICC or the said Apartment on account of negligence or default of the Purchaser/s or his employees, agents, servants, guests, or invitees, in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
 - iii. **TO CARRY OUT AT HIS COSTS** from the date the said Apartment is notified by the Developer/Promoter as being ready for use and occupation, at his/her/its/their own cost/s, the Said Apartment and to carry out all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which they were delivered by the Developer/Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the said ONE ICC and TWO ICC in which the said Apartment is situated or the said Apartment which may be forbidden by the rules and regulations and byelaws of the concerned local authority or other public authority. 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 concerned Developer/Promoter local authorities and/or other public authorities.
 - iv. **NOT TO DEMOLISH** or cause to be demolished the said Apartment or any part thereof, not at any time make or cause to be made any addition or alteration in the said Apartment /elevation and outside colour scheme of the ONE ICC and TWO ICC and to keep the partitions, sewers, drains and pipes in the said Apartment and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the ONE ICC and TWO ICC and the Purchaser/s shall not

chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Pardis or other structural members in the said Apartment without the prior written permission of the Developer/Promoter and/or the AOA. In case on account of any alterations being carried out by the Purchaser/s in the said Apartment (whether such alterations are permitted by the Developer/Promoter, concerned authorities or not) there shall be any damage to the adjoining apartment or to the apartment situated below or above the said Apartment (inclusive of leakage of water and damage to the drains) the Purchaser/s shall at his/her/its/their own cost/s and expenses repair such damage (including recurrence of such damages).

- v. **TO ABIDE BY** all the byelaws, rules and regulations of the government, MCGM, energy suppliers and all other Local and Public Bodies and Authorities and shall attend to, answer and will be responsible for all actions for violation of any such byelaws or rules or regulations and not to enclose the flower beds decks, dry balconies and/or any other elevation features, if provided by the Developer/Promoter and make them a part of room/hall. The elevation features shall continue to remain as elevation features.
- vi. **NOT TO THROW** dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Larger Property and the said ONE ICC.
- vii. **PAY TO** to the Developer/Promoter within 15(fifteen) days of demand by the Developer/Promoter its share of security deposit demanded by concerned local authority or government or giving water, electricity or any other service connection to the ONE ICC and TWO ICC/ ICC Project Land /the said Larger Property. To pay to the Developer/Promoter within 15(fifteen) days of demand by the Developer/Promoter, his share of HVAC and Diesel consumptions charges in the Apartment which will be calculated on a prorata basis. Upon any delay or default in payment of the said amounts under this clause, the Purchaser shall be liable to pay interest thereon as provided in the Rules framed under the said Act..
- viii. **TO BEAR** and pay from the date of being offered the said Apartment by the Developer/Promoter (whether the possession of the said Apartment is actually taken by the Purchaser/s or not) his/her/its/their proportionate share that may be determined by the Developer/Promoter from time to time, of outgoings in respect of the said Larger Property including the insurances, all taxes, water charges, charges for installation, repairs and maintenance of common lights, charges for sweepers, watchmen and security service, sanitation, additions and alterations, paintings, colour, washing, etc. and all other expenses incidental to the management of the said ONE ICC and TWO ICC . In addition to the above the Purchaser shall clear and pay increase in local taxes, development charges, water charges, insurance and such other taxes, fees, levies, if any, which are imposed by the concerned local authority and / or government and / or other public authority, on account of change of user of the Apartment by the Purchaser viz user for any purposes other than for residential or otherwise. Such payment shall be made by the Purchaser/s on or before the 7th day of each and every calendar month in advance whether demand therefore is made or not, upon any delay or default in payment of the said amounts under this clause, the Purchaser shall be liable to pay interest thereon calculated at interest Default Interest Rate.
- ix. **NOT TO LET**, sub-let, transfer, assign or part with the Purchaser's interest or benefit with respect to the Apartment till the possession of the Apartment is taken by the Purchaser and all amounts payable by the Purchaser to the Developer/Promoter are paid in full. To safeguard the exclusivity of the Project, any sale/Transfer after this time shall require the prior written consent of the Developer/Promoter and on payment of administrative charges to the Developer/Promoter to ensure that the inherent nature of the Project is not compromised. Any document for sale/Transfer of the Apartment which is entered into without obtaining the written approval of the Developer/Promoter shall be null and void and not binding on the Developer/Promoter.
- x. **TO OBSERVE AND PERFORM** all the rules and regulations which the AOA in the said ONE ICC and TWO ICC 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 ONE ICC and TWO ICC and the Apartment therein and for the observance and performance of the rules, regulations and byelaws for the time being of the Concerned Local Authority and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions lay down by the AOA regarding the occupation and use of the said Apartment in the said ONE ICC and TWO ICC and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the One ICC and TWO ICC in which Apartment is situated is executed in favour of AOA, the Purchaser shall permit the Developer/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said ONE ICC and TWO ICC or any part thereof to view and examine the state and condition thereof.

- xii. Till a conveyance /lease of the said Larger Property on which the said ONE ICC and TWO ICC in which Apartment is situated is executed in favour of Apex Body or Federation, the Purchaser shall permit the Developer/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the ICC Project Land or any part thereof to view and examine the state and condition thereof.
- xiii. **TO REMOVE** any obstruction or nuisance that may be caused by the Purchaser/s in the said Apartment / said ONE ICC and TWO ICC /the said Larger Property, the Purchaser, forthwith on being called upon to do so by the Developer/Promoter / AOA and in the event the Purchaser/s failing to remove the said obstruction/nuisance, it may be removed by the Developer/Promoter / AOA at the costs and consequences of the concerned Purchaser/s.
- xiv. The open spaces, common entrances, common passages, lobbies, staircases and elevators in the said ONE ICC and TWO ICC shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Purchaser/s shall not use or permit the use of any part of the said ONE ICC and TWO ICC including common passages, lobbies and staircases therein for storage or for use by servants;
- xv. For all or any of the purposes mentioned under this clause, and/or under this Agreement the Developer/Promoter shall have the irrevocable right to keep and/or store any construction materials or any portion of the said ONE ICC and TWO ICC / the said Larger Property and/or to use electricity supply and/or water supply of the said ONE ICC and TWO ICC for the purpose of construction and to do all such further acts, deeds, matters and things as may be necessary. In such an event, the Purchasers shall not take any objection or otherwise, on the ground of any nuisance, noise and/or shall not claim any easement rights and/or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Purchasers directly and/or indirectly, shall not do any act, deed, matter or a thing, whereby the Developer/Promoter /s may be prevented from putting such additional and/or new construction and/or shall not raise objection and/or obstruction, hindrance or otherwise.
- xvi. **TO GIVE ALL FACILITIES**, assistance and cooperation as may be required by the Developer/Promoter / AOA from time to time and at all times hereafter, to maintain, repair, renovate and/or replace any common area/facilities/amenity/service line/infrastructure of and/or relating to any of the buildings or Apartments on the Property including by temporarily suspending (if necessary) the use, occupation and/or enjoyment of the rights (if any) that may have been granted by the Developer/Promoter (such as parking vehicles, enjoying any particular open/enclosed space etc.) for such periods during which the maintenance, repairs, renovation and/or replacement if being carried out, without seeking any rebate and/or compensation for or in respect of the same. The Purchaser/s shall permit the Developer/Promoter and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the ONE ICC and TWO ICC /the said Larger Property or any part thereof to view and examine the state and condition thereof.
- xvii. **NOT TO DO** or omit, suffer or permit to be done any act, deed, matter or thing in relation to the said ONE ICC and TWO ICC or any portion/s thereof which may or is likely to in any manner affect, prejudice or jeopardize the development rights held by the Developer/Promoter and/or the F.S.I. layout plans, orders and/or permissions and sanctions pertaining to the said ONE ICC and TWO ICC or pertaining to any other portion/s of the said Larger Property or which may in any manner cause any damage or injury to the rights/interest of the Developer/Promoter and/or the persons who have purchased/hold Apartments, parking spaces and other premises and spaces in the said ONE ICC and TWO ICC /the said Larger Property.
- xviii. **NOT TO PUT UP** or install box grills outside the windows of the said Apartment or in any other manner do any other act which would in the opinion of the Developer/Promoter or AOA, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the said ONE ICC and TWO ICC.
- xix. **TO MAINTAIN** the external elevation/facade of the said ONE ICC and TWO ICC in the same form as constructed by the Developer/Promoter;
- xx. **TO INSTALL** air conditioner/s only in the space/s provided in the said Apartment for the same, if the Purchaser/s desire/s to install air conditioner/s of a type which or any part, Apartment or component of which will protrude/project substantially outside the said Apartment, or be required to be affixed / installed outside the said Apartment, the Purchaser/s shall install/affix the same only after obtaining the Developer/Promoter prior written permission to do so and shall strictly observe and comply with all the terms and conditions, if any, which may imposed by the Developer/Promoter in respect of the same.
- xxi. ONE ICC and TWO ICC and/or ICC Project name shall not be changed at any time by the Purchaser or AOA without the prior written consent of the Developer/Promoter.

- xxii. Not to make any changes to the common area/lobby and structural changes in the ONE ICC/TWO ICC. The Purchaser shall not relocate brick walls onto any location which does not have a beam to support the brick wall. The Purchaser shall not change the location of the plumbing or electrical lines (except internal extensions). Further, the Purchaser shall not change the location of the wet/waterproofed areas. The Purchaser agrees to comply with the possession policy and the permissible changes policy of the Developer/Promoter as amended from time to time.
- xxiii. Not to put any wire, pipe, grill, plant, outside the Apartment and not to dry any clothes and not to put any articles outside the Apartment or the windows of the Apartment or any storage in any area which is visible from the external facade of the ONE ICC.
- xxiv. The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the time that ONE ICC and TWO ICC is under construction. Further, the Purchaser shall also be given the opportunity for inspecting the Apartment prior to taking possession.
- xxv. Not to put any claim in respect of the restricted amenities including open car parking space, open space, stilt parking, hoarding, gardens attached to other Apartments or terraces and the same are retained by the Developer/Promoter as restricted amenities. The Purchaser is aware that certain parts of the building shall be allocated for exclusive use of certain users/residents elevators to the penthouse, certain plot areas within the Real Estate Phase Two Project. The price of the Apartment has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.
- xxvi. The Purchaser is aware that the Developer/Promoter has agreed to sell this Apartment to the Purchaser on the premise that the Purchaser shall conduct him/her/itself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchasers in the ICC Project and/or the Developer/Promoter and/or the development. Any Purchaser which indulges in any action which does not meet such standards shall be construed to be in default of his/her/its obligations under this Agreement.
- xxvii. The Purchaser shall not interfere with or object to any construction of neighbouring buildings, premises etc on any ground including but not limited to obstruction of outside view, light, air, ventilation, noise pollution, any easementary rights or for any other reasons whatsoever.
- xxviii. The Purchaser agrees and acknowledges that the sample Apartment constructed by the Developer/Promoter and all furniture's, items, electronic goods, amenities etc. provided thereon are only the purpose of show casing the Apartment and the Developer/Promoter is not liable/required to provide any furniture, items, electronic goods amenities etc. as displayed in the sample Apartment, other than as expressly agreed by the Developer/Promoter under this Agreement.
- xxix. Notwithstanding anything contained herein, the Purchaser is aware that all Booking Amounts payable (Booking Amount-I, Booking Amount –II and Booking Amount -III) duly paid by the Purchaser at that time of application for allotment of the said Apartment, is a guarantee/security for the due performance of his/her contractual obligations under this Agreement and the Developer/Promoter is entitled to forfeit the full or part of the said the Booking Amounts (Booking Amount-I, Booking Amount –II and Booking Amount -III) in terms of this Agreement and the Purchaser has no objection to the same and it waives its/his/her right to raise any objection with respect to the same.
- xxx. It is agreed that in the event that the AOAOs (if applicable) has been formed but there is/are Apartment/s in ONE ICC and TWO ICC that are not sold by the Developer/Promoter, till such time that such unsold Apartment/s is/are sold/leased, the property tax for such unsold Apartments shall be payable by the Developer/Promoter as charged by the competent authorities and the common area maintenance charges shall be payable by the Developer/Promoter for such unsold apartments from the date of handover of the said ONE ICC and TWO ICC /AOAO by the Developer/Promoter. It is hereby agreed by the Purchaser (and the Purchaser shall cause the AOAO to agree and ratify) that the Developer/Promoter shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and/or create any right, title or interest in the unsold Apartments without any consent/no-objection of any nature whatsoever in this regard from the AOAO and such purchaser of such unsold Apartment/s and the unsold car parking shall be and shall deemed to be a member of the AOAO. The Purchaser hereby agrees that it shall forthwith admit such Apartments purchasers of the Developer/Promoter as their purchasers and/or shareholders and shall forthwith cause AOAO to issue necessary documents in their favour, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchaser/lessees/occupants of these unsold Apartment/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the common areas, amenities and facilities at par with any other member of the AOAO.

xxxi. The Purchaser hereto agrees and acknowledges that at the time of handover of the AOA, the Developer/Promoter shall earmark certain parking spaces for use by such unsold apartments and the Purchaser hereby agrees and shall cause the AOA to ensure that these car parking spaces are kept available for use by the purchasers/occupants of the unsold apartments.

xxxii. The Purchaser hereto agrees and acknowledges that the Developer/Promoter shall enter into contracts with third parties to provide various services such as electricity supply, water supply, water/sewage recycling/treatment and supply, gas supply, garbage handling, security services, medical services, etc. (and/or lay related infrastructure thereto) to the residents of the ONE ICC and TWO ICC on the terms and conditions contained therein. The Developer/Promoter reserves the absolute right to conduct all (re)negotiations and finalize terms in this regard. The terms and conditions of such contracts shall be binding on all residents/citizens of the said Larger Property and all residents/purchaser/ /federations shall adhere to the same without raising any dispute thereto. The Purchaser has no objection to the above and waives all its/his/her rights to raise any objection.

B. The Purchaser/s is/are aware that the Total Consideration and other charges provided herein and **ANNEXURE “9”** have been arrived at after taking into consideration the following which shall be binding upon the Purchaser/s and the Purchaser/s agree not to raise and/or challenge the same with any Authority/Tribunal/Court:-

It is expressly agreed and understood by and between the Parties hereto that:

- a) The Purchaser/s hereby covenant/s with the Developer/Promoter to pay the said Consideration payable by the Purchaser/s under this Agreement as set out herein and to observe and perform the covenants and conditions in this Agreement and to keep the Developer/Promoter fully indemnified against the said payments and observance and performance of the said covenants and conditions, except so far as the same ought to be observed by the Developer/Promoter. The Purchaser/s also agree/s and undertake/s to extend all the cooperation and assistance that may be required by to the Developer/Promoter to carry out the construction work on the said Larger Property.
- b) The Purchaser/s shall allow the Developer/Promoter and its surveyors and agents with or without workmen and others at all reasonable times to enter upon his/her/its/their Apartment or any part thereof for the purpose of repairing any part of the said ONE ICC and TWO ICC and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for the said ONE ICC and TWO ICC and also for the purpose of cutting off the supply of water and other services to the Apartments of any other premises, in the said ONE ICC and TWO ICC, in respect whereof the Purchaser/s or user or occupier of such premises, as the case may be shall have committed default in payment of his/her/its/their share of the Local Body property taxes and other outgoings as also in the charges for electricity consumed by them.
- c) In the event of the AOA being formed and registered before the sale and disposal by the Developer/Promoter of all the Apartments in the said ONE ICC, the powers and authority of the same and the purchasers of the Apartments in the said ONE ICC and TWO ICC shall always be subject to the overall authority and control of the Developer/Promoter in respect of any of the matters concerning the said ONE ICC and TWO ICC, as also construction of additional structures and all amenities pertaining to the same and in particular the Developer/Promoter shall have absolute authority and control as regards any unsold apartment/s and the sale thereof. The Developer/Promoter shall have a right to complete the ONE ICC and TWO ICC and to sell and dispose of for its (i.e. Developer's) benefit of all the unsold apartments in the said ONE ICC and TWO ICC.
- d) The Purchaser/s hereby agree/s that in the event of any amount or additional amount becoming payable by way of levy or premium or security deposit or fire, cess or betterment charges or development charges or security deposit for the purpose of obtaining water connection for the said ONE ICC and TWO ICC /ICC Project Land/Larger Property or for any other purpose in respect of the said ONE ICC and TWO ICC /ICC Project/Larger Property or any other tax or payment of a similar nature is paid to the MCGM or to the State Government or becoming payable by the Developer/Promoter the same shall be reimbursed by the Purchaser/s to the Developer/Promoter in proportion in which the area of the said Apartment agreed to be acquired by the Purchaser/s and in determining such amount, the decision of the Developer/Promoter shall be conclusive and binding upon the Purchaser/s. The Purchaser/s agree/s to pay to the Developer/Promoter such proportionate share of the Purchaser/s within 15(fifteen) days of demand in that regard being made by the Developer/Promoter.
- e) The documents of transfer and all other documents to be executed in pursuance of this Agreement as also the byelaws/administrative rules and regulations in connection with the formation and/or registration of

AOAO for transferring the title in favour of the Purchaser/s in respect of the said Apartment shall be prepared by the Developer/Promoter's Advocates and Solicitors and the same will contain such covenants and conditions as the said Advocates and Solicitors shall think reasonable and necessary having regard to the development of the Larger Property and construction (including additional construction) of buildings thereon.

- f) The Purchaser/s agree/s that the Developer/Promoter shall be entitled to receive back the refund of IOD deposits and other deposits paid by them to MCGM and other authorities. In the event of such deposits being refunded to the AOAO, the said organization shall be bound to pay over the same to the Developer/Promoter.
- g) Any delay or indulgence by the Developer/Promoter in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser/s shall not be considered as a waiver on the part of the Developer/Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the remedies of the Developer/Promoter.
- h) The Developer/Promoter shall be entitled to alter the terms and conditions of the Agreement relating to the unsold Apartments in the said ONE ICC and TWO ICC of which the aforesaid Apartment forms part or in respect of apartments in the other building/s and the Purchaser/s shall have no right to object to the same.
- i) The Purchaser shall not transfer, assign, the said Apartment or the benefit of this Agreement and/or shall not create third party rights, unless with prior written consent of the Developer/Promoter subject to payment of all dues, payment and other Tax Liabilities.
- j) The Developer/Promoter has informed the Purchaser/s and the Purchaser/s is/are aware that the Developer/Promoter has retained to itself the exclusive right to use certain portions of the ONE ICC and TWO ICC for erecting and installing cellular telecommunication relay stations, and other communications relaying stations and to erect and install antenna, boosters and other equipments (hereinafter referred to as "**said the communication equipment**") for facilitating relay of cellular communication, and satellite communications and providing other communications and relays by any and all means and devices; and the Developer/Promoter shall be entitled to make available the benefit of such communication equipments to the Apartment holder/Apartment holders/occupants in other buildings in the project undertaken on Land; and for the purpose aforesaid, the Developer/Promoter shall be entitled to enter into appropriate agreements with such telecommunication agencies. The Developer/Promoter retains to itself in perpetuity the right to appropriate any benefit monetary or otherwise that may be earned upon installation of the said communication equipments on the terrace or other portions of the said ONE ICC and TWO ICC. The AOAO shall not be entitled to claim from the Developer/Promoter, any amount in respect of the same or otherwise nor will they be entitled to object to the same.
- k) The Developer/Promoter shall be entitled to exploit the said rights at all times, notwithstanding what is stated elsewhere in this Agreement, at its own cost and expenses, to bring in and install, maintain, operate, repair, paint, alter and / or change the displays and the said communication equipments, as the case may be and carry out steel fabrication, related R.C.C. and other civil and other works and to approach the MCGM, the power/utility provider, any other authority, the state government, the Central Government and other concerned authorities, in its own right, for the purpose of obtaining licenses and other permissions and entitlements, in its own name for exploiting the said rights and shall have full, free and complete right of way and means of access to the display, the communication equipment and the said terraces and shall bear and pay all municipal rates and taxes, license fees, entitlement fees and other payments as may become payable to the MCGM, the State Government, the Central Government and/or other concerned statutory authorities as charges and/or license fees charged for the purpose of exploiting the said rights.
- l) The Purchaser/s and the occupants of the various Apartments in the said ONE ICC and TWO ICC and the AOAO shall not change or remove the displays and / or communication equipments so installed under any circumstances and shall give to the Developer/Promoter and the assignees of the said rights, all necessary cooperation for enabling him/her/them/it 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 common areas and facilities of the said ONE ICC and TWO ICC 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 equipments and that no obstruction or hindrance is caused in the operation thereof. The documents of transfer to be executed, as hereinafter mentioned, shall contain appropriate provisions in respect of the said rights. The Purchaser/s expressly consents to the same.

- m) The Purchaser/s and the persons to whom the said Apartment are let, sublet, transferred, assigned or given possession of, shall observe and perform all the applicable rules, regulations and byelaws which the AOA as the case may be may adopt at the time of its registration and the additions, alterations or amendments thereof from time to time, for protection, maintenance, occupation and use of the said Building and the Apartments therein.
- n) The Developer/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 Developer/Promoter, and/or its nominee companies, (hereinafter referred to as the “**said Displays**”) with various devices (including electronic, laser and neon signs) in one or more places on the said ONE ICC and TWO ICC therein including, on open spaces/s, the terraces of the said ONE ICC and TWO ICC and the compound walls and/or any parts of the said ONE ICC and TWO ICC and/or buildings constructed/to be constructed, if they so desire. The Developer/Promoter and/or its group companies will not be liable to make any payment of any nature to the AOA.
- o) It is hereby expressly agreed and provided that so long as it does not in any way affect or prejudice the rights hereunder granted in favour of the Purchaser/s in respect of the said Apartment, the Developer/Promoter shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off its right, title or interest in respect of the said Larger Property, including the land under the said ONE ICC and TWO ICC, in such manner as the Developer/Promoter may deem fit. The Developer/Promoter shall also be entitled and at liberty to construct additional structure/s like substation for electricity, association office, covered and enclosed garages/car parking spaces, underground and overhead tanks, watchman's cabin, toilet Apartments for domestic servants, septic tank and soak pits. The Purchaser/s shall not interfere with the said rights of the Developer/Promoter. All such additional construction/s shall be under the ownership and control of the Developer/Promoter till transferred by them. The Purchaser/s shall not interfere with the rights of Developer/Promoter by raising any disputes in respect of the same. The Developer/Promoter shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser/s as required by any Authority of the State or Central Government or Competent Authorities under any law concerning construction of building/s for implementation of its scheme for development of the said Larger Property.
- p) The Purchaser/s hereby agree/s and undertake/s to be a part of the AOA as the case may be to be formed in the manner hereinabove mentioned and also from time to time to sign and execute all forms, applications, declarations, correspondence or any other documents as may be necessary for the formation and registration of the AOA as and when formed and for becoming a member thereof, including the rules, regulations, byelaws of the AOA and duly fill in and sign the same in the office of the Developer/Promoter within 15 (fifteen) days of intimation in that regard being given by the Developer/Promoter to the Purchaser/s. On the AOA being registered, the rights of the Purchaser/s in respect of the said Apartment will be recognized and regulated by the provisions of the rules and regulations framed by AOA from time to time, but subject to the terms of this Agreement and the rights of the Developer/Promoter as provided herein.
- q) The Purchaser /s agrees that in case, the Purchaser /s is an NRI or non-resident/Foreign national of Indian origin/foreign nationals/foreign companies, then in that event, the Purchaser /s shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) Act and rules/guidelines made/issued there under and all other applicable laws including that of remittance of payments, acquisition/sale, transfer of immovable properties in India. In case any such permission is refused or subsequently found lacking by any statutory authority, the same shall constitute breach of the terms hereof. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/it shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Developer/Promoter accepts no responsibility/liability in this regard. The Purchaser shall keep the Developer/Promoter full indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Developer/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Developer/Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Developer/Promoter shall be issuing the payment receipts in favour of the Purchaser only.

23. **REPRESENTATION AND WARRANTIES :**

The Purchaser represents and warrants to the Developer/Promoter that:

- (a) It has full legal capacity and power to enter into, exercise its rights and perform its obligations under this Agreement;
- (b) All conditions and things required as per all laws to be fulfilled or done (including the obtaining of any necessary authorisations from any Government Authority) have been done:
 - (i) in order to enable Purchaser to lawfully enter into and exercise its rights and perform its obligations under this Agreement; and
 - (ii) to make this Agreement admissible as evidence;
- (c) It has the requisite power, licenses, consents, permission, approvals and authorities to execute and deliver this Agreement. All approvals, permits and licenses are valid and subsisting and shall remain valid, subsisting during the term of this Agreement.
- (d) The execution, delivery and consummation of the obligations contemplated hereby and thereby shall not (i) violate any applicable law or legal requirement or other restriction of any governmental authority or any provision of any document entered into by it, or (ii) conflicts with any, document resulting into the breach of, constitute a default under, any contract to which it is a party or is bound with.
- (e) It has the right to enter into and fully comply with, perform and observe all its obligations under this Agreement and such compliance, performance and observation of its obligations shall not violate or conflict with any agreement, contract, arrangement and understanding or any instrument, to which it is a party or by which it is bound.
- (f) It confirms and declares that there is no action, suit, proceeding, claim, arbitration, inquiry, or investigation pending against it, its activities, properties or assets or no proceeding for its winding up have been instituted against

24. **NO RIGHT:**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or the said ONE ICC and TWO ICC or any part/s thereof and/or of the said Larger Property or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold and all open spaces, lobbies, stair-cases, terraces, recreation space etc., will remain in the possession of the Developer/Promoter. All the rights including the right to develop in future with respect to the same shall remain with the Developer/Promoter.

25. **COMMON AREAS AND AMENITIES:**

26.1 The Developer/Promoter shall make available the Common Areas and Amenities as under

- i. ONE ICC and TWO ICC Common Areas and Amenities are more particularly described in the **SIXTH SCHEDULE** ; and
- ii. Shared Common Areas and Amenities are more particularly described in the **SEVENTH SCHEDULE**;

26.2 The Purchaser hereto agrees and acknowledges that it shall at all times be required to contribute proportionately towards the cost of maintenance, repairs, renovation and replacement of the common infrastructure /services /facilities/amenities etc., in the said Larger Property/ICC Project Land/ONE ICC and TWO ICC, including common access/roads, pathways/driveways, entrance gates and other gates, ramps, common staircases, street lights, watchman's cabin, recreation area and other common open spaces, water mains/water supply, common antennae (if any), electric cables and poles, storm water drains, drainage / sewerage lines, common pipes, cables, wires etc., and any other common activities, as are common to the said Larger Property/ ICC Project Land/ ONE ICC and TWO ICC including but not limited to (i) Building Common Areas and Amenities, and (ii) Shared Common Areas and Amenities. The Purchaser/s hereto confirms that it shall not interfere with the allocation/sharing of the common area and amenities or obstruct the exercise of such rights by the Developer/Promoter or any third party whether by raising any dispute or court proceedings, seeking injunctions or prohibitory orders of any court, tribunal, body or authority or under any provision of law or otherwise, whatsoever in relation to the above..

26.3 The Developer/Promoter has informed the Purchaser/s that there may be common access roads, recreation spaces, passages, electricity and telephone cables, underground pumps, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences provided in the said ICC Project Land including but not limited to (i) Building Common Areas and Amenities, and (ii) Shared Common Areas and Amenities. The Developer/Promoter has further informed the Purchaser/s that all the expenses and charges for the aforesaid amenities and conveniences may be common and the Purchaser/s along with other purchasers of apartments in the ONE ICC and TWO ICC and shall share such expenses and charges

in respect thereof as also maintenance charges proportionately, as the case may be, as decided by the Developer/Promoter or its nominee at its absolute discretion. Such proportionate amounts shall be payable by each of the purchasers of the apartment in the said Project including the Purchaser/s herein and such proportion shall be determined by the Developer/Promoter and the Purchaser/s agree(s) to pay the same regularly without raising any dispute or objection with regard thereto.

26.4 The Purchaser understands that the common areas, amenities and utilities provided in Clause 26.1 and 26.2 shall not be objected to nor shall the Purchaser demand the following from the Developer/Promoter under any circumstances whatsoever:

- a) Object to the Developer/Promoter laying through or under or over the said Larger Property or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other Building/Buildings which are to be developed in the said Larger Property.
- b) Object to sharing of the (i) Building Common Areas and Amenities, and (ii) Shared Common Areas and Amenities, with the other purchasers of the Building/Buildings constructed/to be constructed on the said Larger Property.

26. **CAM CHARGES AND OTHER CHARGES:**

26.1 The Purchaser shall pay the CAM Charges at the rate as set out in **ANNEXURE "9"** on or prior to the Possession Date. It is clarified that the CAM Charges mentioned in the **ANNEXURE "9"**, are provisional in nature and are calculated at the base rate of 18 Rs. per square ft as in the year 2011. The Purchaser undertakes to pay the CAM Charges on actuals, as and when demanded by the Company prior to the handing over of the possession of the Apartment to the Purchaser.

26.2 The Purchaser shall be obliged to pay the same in advance on/before the 1st day of each quarter. The Purchaser shall be liable to pay interest as provided in the Rules, for any delayed payment.

26.3 The Purchaser is aware that the CAM charges stated hereinabove are provisional and based on estimates provided by FMC at time of commencement of the construction of the ONE ICC and TWO ICC. The CAM charges shall commence from the Date of Commencement of CAM Charges, irrespective whether the Purchaser takes the possession of the Apartment or not. The said amount is subject to inaptmentsion due to market factors and cost of material/services (currently estimated @ 9% - 11% p.a.). Further, these charges are subject to the revision every 12 months after the Possession Date by approximately 9% - 11% p.a. Provided however, it is clarified that the aforementioned estimated increase is only a provisional calculation and subject to increase based on actuals and the Purchaser shall be liable to pay the CAM charges accordingly.

26.4 The Purchaser undertakes to make payment of the estimated CAM charges for the first 24 months at the time of taking possession of the Apartment.

26.5 The Purchaser/s is aware that till the handover of the said Larger property to the Apex Body/Federation in terms of this Agreement, the Developer/Promoter shall be entitled to charge, receive and collect from the respective Purchaser/s of the apartments (including the Purchaser herein) charges, infrastructure and maintenance charges, fees, cost and expenses, as may be required in relation to the development infrastructure, maintenance, management and supervision of the Common areas in the said Larger Property. The Purchaser/s agrees to pay the amounts as and when demanded by the Developer/Promoter and undertakes not to object the same.

27. **PROPERTY TAXES:**

28.1 The property tax, as may be determined from time to time, shall be borne and paid by the Purchaser, separately from any of other consideration / levy / charge/ CAM Charges, etc. The said amount shall be paid by the Purchaser on/before 1st day of each quarter, based on the estimate provided by the Developer/Promoter/FMC. The Purchaser shall be liable to pay simple interest at the rate as provided under the Rules framed hereunder the said Act for any delayed payment. The actual amount paid for the property tax shall be reconciled and paid back / balance paid in the month of March of the said Financial year. For the purposes of this Agreement, the Financial Year is assumed to be from April to March.

28.2 The Property tax shall be collected on the basis of applicability from Date of Commencement of CAM Charges (as defined herein). The actual amount of Property Tax payable shall be as per the demand(s) raised by the concerned authorities and at upon receipt of such demand, the Developer/Promoter shall pay the amount collected from all the purchasers of the said ONE ICC and TWO ICC directly to the authorities and provide the receipt for the same to the AOAO. If there is any shortfall between the amount deposited with the Developer/Promoter by the Purchasers towards 'Property Tax' and the demand raised by the authorities the

Developer/Promoter shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same to the Developer/Promoter is paid within 15 (fifteen) days of such intimation. The Developer/Promoter shall not be responsible for any penalty/delay/action on account of such shortfall amount and the same shall entirely be to the account of the Purchasers. In case there is any surplus amount collected vis-à-vis the demand raised by the authorities, the same shall be handed over to the AOA at time of handover of the affairs of the AOA to the Purchasers.

- 28.3 The Purchaser undertakes to make payment of the estimated property tax for the first 24 (twenty four) months simultaneously with the CAM Charges becoming payable as per the terms stated herein.
- 28.4 Upon any delay or default in payment of the said amounts under this Clause, the Purchaser shall be liable to pay interest thereon calculated at interest as provided in the Rules framed under the said Act.
- 28.5 The Developer/Promoter shall maintain a separate account in respect of CAM Charges and Property Tax and shall utilize the said amount only for the purposes for which they have been received, provided however at the time of handover of the management of ONE ICC and TWO ICC to AOA and while settling accounts, all amounts lying with the Developer shall be taken in to account for determining amounts due and payable by the Apartment Purchasers to the Developer/Promoter.
- 28.6 The Purchaser undertakes to pay the Developer/Promoter on or before the Possession Date, the reimbursement charges for the period of start of construction till the Possession Date for the amounts specified in **ANNEXURE “9”** herein in respect of the said ICC Project Land. The Purchaser is aware that the such reimbursement charges stated herein is provisional and in case the amount is higher than this amount, the Purchaser shall pay such increased amount as specified by the Developer/Promoter. Any delayed payment of the reimbursement charges shall carry interest at the rate as specified in the Rules framed hereunder from the due date till the date of realization

28. **TAXES AND LEVIES :**

- 29.1 The Purchaser agrees that all levies, charges, cess taxes (direct or indirect), assignments of any nature whatsoever (present ,future or arising due to change in law or legislation), including but not limited to Service Tax and Value Added Tax (VAT), GST, stamp duty, registration charges as are or may be applicable and/or payable on the Total Consideration, Charges in respect of the Apartment or otherwise shall be solely and exclusively borne and paid by the Purchaser.
- 29.2 The Purchaser/s hereby agree/s that in the event of any amount or additional amount becomes payable by way of levy or premium or security deposit or fire cess or betterment charges or development charges or security deposit for the purpose of obtaining water connection for the ONE ICC and TWO ICC for any other purpose in respect of the said ONE ICC and TWO ICC or any other tax of a similar nature is paid to the MCGM on or to the State/ Central Government or becoming payable by the Developer/Promoter, the same shall be paid by the Purchaser/s to the Developer/Promoter in proportion to the area of his apartment. The Purchaser/s agree/s to pay to the Developer/Promoter such proportionate share of the Purchaser/s within 15 (fifteen)days of demand in that regard being made by the Developer/Promoter. The Purchaser/s also agree/s and undertake/s that in the event of any amount becoming payable by way of Tax Liabilities, including but not limited to Service Tax, Value Added Tax (VAT), GST, Work Contract Tax or any form of levy, either to the State Government and/or Central Government the same shall be fully borne and paid by Purchaser/s forthwith.
- 29.3 Upon any delay or default in payment of the said amounts, the Purchaser shall be liable to pay interest thereon calculated at the rate as specified in the Rules framed under the said Act.

29. **INTEREST:**

The Purchaser agrees to pay to the Developer/Promoter at the rate as specified in the Rules framed under the said Act, on all the amounts including the Total Consideration or any part thereof, which becomes due and payable by the Purchaser to the Developer/Promoter under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Developer/Promoter, till the date of realization of such payment by the Developer/Promoter. The Purchaser confirms that the payment of interest by the Purchaser shall be without prejudice to the rights and remedies of the Developer/Promoter and shall not constitute a waiver by the Developer/Promoter, unless specifically provided by the Developer/Promoter in writing.

30. **DEFAULT, TERMINATION AND LIQUIDATED DAMAGES:**

- 31.1 The Developer/Promoter shall intimate in writing to the Purchasers the installment payable as per the terms of this Agreement, the Purchaser /s shall without any demur or protest, make within 15 (fifteen) days from the

date of intimation in writing by the Developer/Promoter, time being of the essence. In the event such payment is not made within the prescribed period of 15 days, then on the expiry of 15 days, the Developer/Promoter shall be entitled to issue a final notice for payment of the outstanding amount ("Final Notice") and if the Purchaser /s does not make payment, within 15 days from the date of issuance of said Final Notice of the outstanding amount together with interest as provided in the Rules framed under the said Act. from the expiry of the 15 days notice till actual realization of the payment, then the Developer/Promoter shall be at liberty to terminate this Agreement and upon termination the Developer/Promoter shall be entitled to forfeit 20% of the total consideration being the pre estimated Liquidated Damages which is reasonable and the same is agreed by the Purchaser. After appropriating the Liquidated Damages the Developer/Promoter may refund the Refund Amount, if any, to the Purchaser(s) in 6 months which from the date of the cancellation/termination takes places.

- 31.2 In addition to what is stated herein , in the event the Purchaser(s) commits a breach of the terms and conditions contained in this Agreement, the Developer/Promoter shall be entitled to terminate this Agreement/Allotment, after the Developer/Promoter gives to the Purchaser(s) 15 (fifteen) days notice in writing of its intention to do so, notwithstanding any event of consequences of non-payment resulting in an Event of Default, and the Purchaser(s) fails to remedy/rectify such breach.
- 31.3 On the failure of the Purchaser(s) to rectify such breach within the period of 15 (fifteen) days from the notice in writing, this Agreement shall stand terminated without any further act, deed or thing. The Developer/Promoter shall be entitled to forfeit 20% of the total consideration and interest, if any being the Liquidated Damages , and the refund the Refund Amount, if any, within 6 (six) months from the date of cancellation.
- 31.4 Upon the date of termination of this Agreement and pending the refund of the Refund Amount:
- (a) the Purchaser/s shall cease to have any right, title or interest in the said Apartment or any part thereof including the exclusive right to use and enjoy the car parking spaces allotted by the Developer/Promoter to the Purchaser/s;
 - (b) the Developer/Promoter shall be authorized and entitled to sell the said Apartment and allot the said car parking space/s to such other person or party as the Developer/Promoter may deem fit, at such consideration and on the terms and conditions as the Developer/Promoter may in its absolute discretion deem fit.
- 31.5 On any cancellation / termination of this Agreement, the Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever against the Developer/Promoter or against the Apartment. The Purchaser/s hereby irrevocably authorizes the Developer/Promoter to execute and register such necessary deeds documents and writings in respect of and relating to the termination of this Application including a Deed of Termination/Deed of Cancellation, without any reference or recourse to the Purchaser/s and for and on behalf of the Purchaser/s

32 **DISBURSAL FROM BANKS / FINANCIAL INSTITUTION:**

In the event the Purchaser obtains a loan from any bank or Financial institution for payment of the Total Consideration (or part thereof) in respect of the Apartment, the Purchaser shall solely be responsible and liable to ensure that the payment of the Total Consideration (or part thereof), as and when due, is made by the Bank without any objection or demur. Any delay or default by such Bank or Financial institution for any reason whatsoever in disbursement of such amounts, as and when due, shall constitute a breach of the terms of this Agreement and shall be dealt with in accordance with the terms of this Agreement. The Purchaser hereto agree and acknowledges that any delay or default in transfer of funds from Bank in relation to the Total Consideration (or part thereof) will attract interest as provided in the Rules from its respective due dates till the date of receipt of payment and same shall be payable by the Purchaser, in accordance with the terms of this Agreement.

33 **NOT TO MORTGAGE-SECURITIZATION OF TOTAL CONSIDERATION AND CHARGE ON PROPERTY:**

- 33.1 After the Developer/Promoter executes this Agreement the Developer/Promoter shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Apartment.
- 33.2 The Purchaser hereby accords/grants his irrevocable consent to the Developer/Promoter to securitize the Total Consideration and/or part thereof and the amounts receivable by the Developer/Promoter after the allotment of the Apartment to the Purchaser and to assign to the Banks / Financial Institutions the right to

directly receive from the Purchaser the balance consideration / or part thereof hereunder. The Purchaser agrees and undertakes that upon receipt of any such intimation in writing by the Developer/Promoter, the Purchaser shall pay without any delay, demur, deduction or objection to such Bank / Financial Institutions, the consideration or part thereof and/or the amounts payable hereunder. The Developer/Promoter covenants that the payment of such balance consideration or part thereof in accordance with the terms hereof, by the Purchaser to the Bank / Financial Institutions, shall be a valid payment of consideration or part thereof and discharge of his obligations hereunder.

- 33.3 The Developer/Promoter specifically reserves the right and the Purchaser accords his consent to offer the said Larger Property, ONE ICC and TWO ICC and any other structures being constructed thereon (save and except the said Apartment) as security to any credit/ financial institution, bank or other person/body who has or may hereafter advance credit, finance or loans to the Developer/Promoter. The Purchaser shall obtain prior written permission of the Developer/Promoter in the event the Purchaser is desirous of availing a home loan facilities from any banks/financial institutions for making the payment of installment of Total Consideration. Further, the Purchaser shall solely be responsible and liable to ensure that the payment of the Total Consideration, as and when due, is made by the bank without any objection or demur. The Purchaser shall be liable for making good to the Developer/Promoter of any such delay or default by banks or financial institutions.
- 33.4 The Purchaser shall indemnify and keep indemnified the Developer/Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Developer/Promoter and its successors and assigns may suffer or incur by reason of any action that such Banks/Financial Institutions may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the Apartment.

34 **INDEMNIFICATION :**

The Purchaser hereby indemnifies and keep indemnified the Developer/Promoter, its directors, officers and employees from and against all claims, demands actions, suits, and proceedings, whatsoever that may be brought or made against the Developer/Promoter by or on behalf of any person, body authority whomsoever, and whatsoever and all duties, penalties, levies, taxes, losses, damages costs, charges and expenses and other liabilities of whatsoever nature which the Developer/Promoter may now or hereafter be liable to pay, incur or sustain by virtue non-observance or breach of any representation and warranties by the Purchaser or any of the terms and conditions of this Agreement. This clause will survive even after possession or the termination of this Agreement.

35 **SEVERABILITY:**

If at any time, any provision of this Agreement is or becomes void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

The Parties shall negotiate in good faith to replace such unenforceable provision so as to give effect nearest the provision being replaced, and that preserves the party's commercial interests under this Agreement.

36 **WAIVER:**

Any delay tolerated or indulgence shown by the Developer/Promoter in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of installment to the Purchaser by the Developer/Promoter shall not be construed as waiver on the part of the Developer/Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor the same shall in any manner prejudice or affect the rights of the Developer/Promoter.

37 **BINDING EFFECT:**

Forwarding this Agreement to the Purchaser/s by the Developer/Promoter does not create a binding obligation on the part of the Developer/Promoter or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due 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 Developer/Promoter. If the Purchaser/s fails to execute and deliver to the Developer/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 Developer/Promoter, then the Developer/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 sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s after deducting 20% from the amount paid being the cancellation charge/fee which is reasonable and the same is agreed by the Purchaser. After appropriating the said charge/fee, the Developer/Promoter may refund the balance amount to the Purchaser(s) in 30 days from the date of such intimation as aforesaid.

38 **ENTIRE AGREEMENT:**

The Parties agree that the Agreement, Schedules, Annexures and Exhibits and Amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Developer/Promoter in any documents, brochures, advertisements, hoardings, etc. and/or through any other medium hereinbefore agreed upon between the Developer/Promoter and the Purchaser which may in any manner be inconsistent with what is stated herein. This Agreement shall not be amended or modified except by a writing signed by both the Parties. The Purchaser/s hereby expressly admit(s), acknowledge(s) and confirm(s) that no terms, conditions, particulars or information, whether oral or written or otherwise given or made or represented, including, those contained or given in any advertisement or brochure or publicity materials by the Developer/Promoter and / or its nominee(s) / agents to the Purchaser/s other than such terms, conditions and provisions as are contained or incorporated in this agreement shall be deemed to form part of this agreement or to have induced the Purchaser/s to enter into this agreement.

39 **SET OFF:**

The Purchaser hereby grants to the Developer /Promoter the unequivocal and irrevocable consent to recover/set off/adjust the amounts payable by the Purchaser to the Developer /Promoter including the Total Consideration, other charges, interest and/or Liquidated Damages from any amounts payable by the Developer/Promoter to the Purchaser, under this Agreement or any other Agreement. The Purchaser agrees and undertakes not to raise any objection or make any claims with regard to such adjustment/set off and the claims, if any, of the Purchaser in that regard, shall be deemed to have been waived.

40 **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction

41 **JOINT PURCHASERS:**

That in case there are Joint Purchasers 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.

42 **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/ SUBSEQUENT PURCHASERS:**

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 Real Estate Phase Two Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

43 **MODIFICATION :**

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, additions or omission) otherwise than by writing duly signed by both the parties. This Agreement is the sole repository of the terms and conditions governing the sale of the said Apartment to the Purchaser/s and overrides and/or supersedes any other terms and conditions hereto before agreed upon between the Developer/Promoter and the Purchaser/s which may in any manner be inconsistent with what is stated herein and there are no promises or assurances or representations, oral or written, express or implied other than those contained in this Agreement. The Purchaser/s hereby expressly admit(s), acknowledge(s) and confirm(s) that no terms, conditions, particulars or information, where oral or written or

otherwise given or made or represented including those contained or given in brochures, advertisements, hoardings, publicity materials and sample apartments shown or provided to the Purchaser/s other than such terms, conditions and provisions as are contained herein or incorporated in this Agreement shall be deemed to form a part of this Agreement and/or to have induced the Purchaser/s to enter into this Agreement and the Purchaser/s confirms that the same are for the purposes of representations only and the Developer/Promoter is not liable or bound by the terms and conditions thereof.

44 STAMP DUTY AND REGISTRATION:

The Purchaser shall be entirely responsible for payment of Stamp Duty, Registration Charges and other costs associated with the Agreement. It shall be the responsibility of the Purchaser to immediately after execution of this Agreement, at his own cost and expenses, lodge the same for the registration with the Sub-Registrar of Assurances. The Purchaser shall forthwith inform the Developer/Promoter the serial number under which the same is lodged so as to enable the representative of the Developer/Promoter to attend the office of the Sub-Registrar of Assurances and admit execution thereof. The Developer/Promoter may extend assistance/cooperation for the registration of this agreement, at the cost and expenses of the Purchaser. However, the Developer/Promoter shall not be responsible or liable for any delay or default in such registration.

45 DISPUTE RESOLUTION AND GOVERNING LAW:

- 45.1 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 provision 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 endeavor to resolve the same by mutual discussions and Agreement.
- 45.2 If the dispute or difference cannot be resolved within a period of 7 (seven) days, from the notice by the aggrieved Party under this sub clause, then the dispute shall be referred to the Arbitration of the Sole Arbitrator to be appointed by the Developer/Promoter. Arbitration shall be conducted in Mumbai, India 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 the English language. The venue for arbitration shall be Mumbai.
- 45.3 The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. The Award may include costs, including reasonable attorney fees and disbursements. Judgment upon the award may be entered by the Courts in Mumbai.
- 45.4 This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.
- 45.5 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.

46 NOTICE:

All letters, circulars, receipts and/or notices issued by the Developer/Promoter dispatched under by courier/Certificate of Posting to the address known to them of the Purchaser/s will be a sufficient proof of the receipt of the same by the Purchaser/s and shall completely and effectually discharge to Developer/Promoter. For this purpose, the Purchaser/s address is provided in ANNEXURE "9". All notices to the Developer/Promoter shall be addressed as under:

Address: M/s The Bombay Dyeing and Manufacturing Co. Ltd.,
4th Floor, C1, Wadia International Centre Pandurang Budhkar Marg,
Worli, Mumbai – 400 025

Kind attn.: CEO/CFO

47 PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser, in after the Agreement is duly executed by the Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands to these presents the day and year first hereinabove stated.

SIGNED AND DELIVERED
**THE BOMBAY DYEING &
MANUFACTURING CO. LTD .**

SIGNED AND DELIVERED
M/S
Mr. _____

**{DEVELOPER/PROMOTER/AUTHORISED
SIGNATORY }**

{ PURCHASER }

Witness: _____

Witness: _____

DRAFT

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

ALL THAT Piece And Parcels of land and ground admeasuring 1,96,319.39 square meters or thereabouts (as per the property cards), bearing Cadastral Survey Nos. 223,120, 1/983 and 1/128 of Dadar Naigaum Division, G.D. Ambekar Marg, Dadar (East), Mumbai-400 014, and situate in the Registration Sub-District and District Mumbai City, and bounded as follows:

On or towards the North:	Property bearing Cadastral Survey No. 2/223, 236, , 243 and 245;
On or towards the South :	Property bearing Cadastral Survey No. 10/223, , 826, 827, 983, 11/223, 216, 128, partly by Vitthal Mandir Road (Road No. 39) and Partly by Municipal Cemetery;
On or towards the East :	Property bearing Cadastral Survey No. 1/223, 366, 380, 245, 243;
On or towards the West:	Property bearing Cadastral Survey No. 2/223, 236 and 1/120 and Partly by G. D. Ambekar Marg.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the springs)

- A. All that multi storey residential building known as “**Springs**” (as per MCGM approved plan Wing A of Building No.1) comprising of ground to 40th floor and part 41st floor consuming total FSI of 27,377.65 square meters constructed on an area admeasuring 1088 square meters or thereabouts on the larger piece and parcel of the said ICC land more particularly described in the First Schedule hereinabove written, being undivided portion of the Larger Property; And
- B. The Car parking Block (as per the MCGM approved plan Wing B of Building No.1), having attached and interconnected with “**Springs**” and comprising of three levels of Basement floors, ground floor, one upper floor excluding the podium level being above of the top most upper floor (the Podium level is referred to as Club One in the MCGM approved plan), constructed on area admeasuring 3232.66 square meters or thereabouts on the larger piece and parcel of the said ICC land more particularly described in the First Schedule hereinabove written.

THE THIRD SCHEDULE ABOVE REFERRED TO
ICC PROJECT LAND

ALL THAT Piece And Parcels of land and ground admeasuring 3090 squares (1289 sq.mts and 1801 sq.mts) meters or thereabouts , bearing Cadastral Survey Nos. 223 (being undivided portion of the Larger Property) of Dadar Naigaum Division, G.D. Ambekar Marg, Dadar (East), Mumbai-400 014, and situate in the Registration Sub-District and District Mumbai City, and bounded as follows:

On or towards the North:	Property bearing Cadastral Survey No. 2/223, 236, , 243 and 245;
On or towards the South :	Property bearing Cadastral Survey No. 10/223, , 826, 827, 983, 11/223, 216, 128, partly by Vitthal Mandir Road (Road No. 39) and Partly by Municipal Cemetery;
On or towards the East :	Property bearing Cadastral Survey No. 1/223, 366, 380, 245, 243;
On or towards the West:	Property bearing Cadastral Survey No. 2/223, 236 and 1/120 and Partly by G. D. Ambekar Marg.

THE FOURTH SCHEDULE ABOVE REFERRED TO

REAL ESTATE PHASE TWO PROJECT

The construction and development of two multi-storied residential tower to be named as “**ONE ICC**” on 1289 sq.mts and “**TWO ICC**” on 1801 sq.mts, on Cadastral Survey Nos. 223 of Dadar Naigaum Division, G.D. Ambekar Marg, Dadar (East), Mumbai-400 014, and situate in the Registration Sub-District and District Mumbai City, and bounded as follows:

On or towards the North:	Property bearing Cadastral Survey No. 243 and 245;
On or towards the South :	Property bearing Cadastral Survey No. 223 (pt) partly by Vitthal Mandir Road
On or towards the East :	Property bearing Cadastral Survey No. 223,
On or towards the West:	G. D. Ambekar Marg, . Cadastral Survey No. 236 and 1012

THE FIFTH SCHEDULE ABOVE REFERRED TO

APARTMENT DETAILS

The said Apartments bearing No. [] on the [] of the said Building known as [] being [] and [] Car Park Units

SIXTH SCHEDULE

Building Common Area and Amenities

1. Water Tanks and Pump Rooms
2. STP
3. Power Substation
4. Service Provider rooms (One telecom room, and one cable TV rooms)
5. Electrical Panel room
6. Garbage segregation room
7. DG (access is only through ONE ICC)
8. BMS/Security

The Amenities, designs, plans, specifications, facilities, dimensions and images etc. are only indicative and for representative purposes only and subject to the approval of the respective authorities and is subject to change as per the sole discretion of the Developer/Promoter . The Developer/Promoter reserves the right to change the same, without any notice or intimation. This does not constitute an offer and/or contract of any nature between the Developer/Promoter and recipient/buyer/purchaser. Omission of providing any of the said amenities or facilities shall not constitute breach and/or ground for litigation against the Developer/Promoter.

SEVENTH SCHEDULE

Shared Common Area and Amenities

1. Mini Theater
2. Badminton Court (open)
3. Squash court
4. Gym
5. Party Room / Banquet Hall
6. Billiards Room or Pool Room
7. Games Room
8. Changing Room
9. Table Tennis Room
10. Library
11. Spa (Steam)
12. Outdoor party area
13. Barbeque pits
14. Swimming pool
15. Tennis court
16. Kid's Play Area
17. Half Basket ball court
18. Golf putting green
19. Jogging track
20. Skate Path
21. Cricket net

*The Amenities, designs, plans, specifications, facilities, dimensions and images etc. are only indicative and for representative purposes only and subject to the approval of the respective authorities and is subject to change as per the sole discretion of the Developer/Promoter . The Developer/Promoter reserves the right to change the same, without any notice or intimation. This does not constitute an offer and/or contract of any nature between the Developer/Promoter and recipient/buyer/purchaser. Omission of providing any of the said amenities or facilities shall not constitute breach and/or ground for litigation against the Developer/Promoter.