AGREEMENT FOR SALE

FOR UNIT NO. [_______]ON THE[____]FLOOR IN

LOTUS NIWAS

DATED___, ____________, 2017

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made and executed at Mumbai, on this ____day of ______________in the Christian Year Two Thousand and Seventeen;

BETWEEN

M/s. K L Ventures and Enterprises, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 and having its principal place of business at A-204 RajshreeAccord,TellyGaily X Lane, Andheri (East) Mumbai:400069, hereinafter referred to as 'the Promoter', (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the present partners of the said firm and the partners of the said firm from time to time and the survivor of such partners and the heirs, executors, administrators and assigns of the last surviving partner) of the ONE PART;

AND

Mr./Mrs. [•], Indian Inhabitant/s, having his/her/their address at [•];

OR

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

OR

[•] Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at [•];

OR

[•] LLP, a limited liability partnership incorporated under the provisions of the Limited Liability

For KL Ventures & Enterprises

Partner

Partnership Act, 2008 and having its registered office at [•];

OR

[•] HUF, a Hindu Undivided Family, represented by its Karta and Manager Mr. [•], of Mumbai, Indian inhabitant having his address at [•]hereinafter called "the Purchaser/s" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include a) in case of individual/s his/her/their heirs, executors, administrators and permitted assigns; (b) in case of partnership firm/s, partner/s for the time being of the said firm, the survivor/s of them and the heirs, executors, administrators and permitted assigns of the surviving partner; (c) in case of a limited company or a limited liability partnership, its successors and permitted assigns and (d) in case of an HUF, its Karta, beneficiaries, members and coparceners and their survivors and the heirs, executors, administrators and permitted assigns of the last survivor) of the OTHER PART

The Promoter and the Purchaser/s are hereinafter individually referred to as "**a Party**" and collectively as "the Parties".

WHEREAS:

A. The Promoter is seized and possessed of and otherwise well and sufficiently entitled as the sole and absolute owner to all that piece or parcel of land previously bearing CTS Nos. 984 and 984/1 to 984/10 and now bearing new CTS Nos. 984A admeasuring 832.1 square meters and 984B admeasuring 45 square meters and thus in the aggregate admeasuring 868.10 square meters (as per the Property Register Cards) of Village Pahadi, TalukaBorivali, Mumbai Suburban District and as more particularly described in the FirstSchedule hereunder written and shown as marked in red colour boundary lines on the Plan hereto annexed as <u>Annexure 'A'</u>(hereinafter referred to as "**the said Land**").

B. The Promoter acquired the right, title and interest in respect of the said Land in the following manner:

   i. At all relevant times prior to 12th March, 1960, one Ms. DhanlaxmiJaysukhlallBilakyia (hereinafter referred to as "**Dhanlaxmi**") was seized and possessed of and otherwise well and sufficiently entitled as the sole and absolute owner in respect of all that piece or parcel of land admeasuring 2,179 square yards equivalent to 1,821.92 square meters or thereabouts bearing Plot Nos. 15 (pt), 16, 17 and 18, Survey No. 149 of Village Chinchaoli, and District Greater Bombay City (hereinafter referred to as "**the Larger Land**").

   ii. By and under an Indenture dated 12th March, 1960, executed by and between the said Dhanlaxmias the Vendor of the one part and Mr. Raj Kumar Kocchar (hereinafter referred to as "**Rajkumar**") as the Purchaser of the other part, the said Ms. DhanlaxmiJaysukhlailBilakyia granted, sold, released, transferred, conveyed, assigned and assured the Larger Land to and in favour of Rajkumar at and for the consideration and on other terms and conditions more particularly contained therein. The said Indenture dated 12th March, 1960 is duly registered with the Sub-Registrar of Assurances at Bombay under no. BOM/2133 of 1960.

   iii. The Larger Land comprised*inter alia* of a distinct and a separate parcel of land being the said Land.

iv. In or around 1960, Rajkumar constructed on the said Land a building known as "*SatyaNiwas No. 2*" comprising of ground plus 2 (two) upper floors and containing a built-up area of 868.10 square meters (hereinafter referred to as the "said Old Building"). The said Land and the said Old Building are hereinafter collectively referred to as the "said Property".

v. By and under a Deed of Mortgage dated 17th May, 1965 executed by and between Rajkumar of the one part and Life Insurance Corporation of India (hereinafter referred to as the "LIC") of the other part, Rajkumar mortgaged the said Property to and in favour of the LIC at and for the consideration and on other terms and conditions more particularly contained therein. The said Deed of Mortgage dated 17th May, 1965 is duly registered with the Sub-Registrar of Assurances at Bombay under no. BOM/1580 of 1965.

vi. By and under an Indenture of Re-Conveyance dated 9th May, 1988 executed by and between the LIC of the one part and Rajkumar of the other part, LIC re-conveyed the said Property in favour of Rajkumar, at and for the consideration and on other terms and conditions more particularly contained therein. The said Indenture of Re-Conveyance dated 9th May, 1988 is duly registered with the Sub-Registrar of Assurances at Bandra under no. P-3985-88.

i. By and under an Indenture of Conveyance dated 12th June, 2007 executed by and between Rajkumar(therein referred to as '*the Vendor*') of the one part and one Ms. JayshreePravin Desai (therein referred to as '*the Purchaser*') of the other part, Rajkumar sold, conveyed, transferred and assured the said Property to and in favour of Jayshree, at and for the consideration and on other terms and conditions more particularly contained therein. The said Indenture of Conveyance dated 12th June, 2007 is duly registered with the Sub-Registrar of Assurances at Borivali under no. BDR-10-4502-2007.

i. By and under another Indenture of Conveyance dated 24th October, 2007 executed by and between JayshreePravin Desai of the one part and one (1)Mr. SharadJayantilal Mehta, (2) Mr. Nishit Bharat Shah, (3) Mr. Bharat Kanaiyalal Shah and (4) Mr. ShaileshNagindas Shah (hereinafter collectively referred to as "the Erstwhile Owners") of the other part, JayshreePravin Desai granted, sold, assigned, released, conveyed and assured the said Property to and in favour of the Erstwhile Owners, at and for the consideration and on other terms and conditions more particularly contained therein. The said Indenture of Conveyance dated 24th October, 2007 is duly registered with the Sub-Registrar of Assurances at Borivali no. 6 under no. BDR12-08090-2007.

ii. By and under a Deed of Rectification dated 20th January, 2014 executed by and between JayshreePravin Desai and the Erstwhile Owners, certain typographical errors as appearing in the said Indenture of Conveyance dated 24th October, 2007 were rectified. The said Deed of Rectification dated 20th January, 2014 is duly registered with the Sub-Registrar of Assurances at Borivali no. 6 under no. BRL-6-536-2014.

iii. By and under another Indenture of Conveyance dated 3rd December, 2015 executed by and between the Erstwhile Owners (therein referred to as *'the Vendors'*) of the one part and the Promoter herein (therein referred to as *'the Purchaser'*) of the other part, the Erstwhile Owners jointly and severally sold, transferred, assigned, granted, released, conveyed and assured the said Property to and in favour of the Promoter, at and for the consideration and on other terms and conditions more particularly contained therein. The said Indenture of Conveyance dated 3rd December, 2015 is duly registered with the Sub-Registrar of Assurances at Borivali no. 7 under no. BDR7-10710-2015.

C. The said Old Building was occupied by monthly tenants who were using various rooms/premises in the said Old Buildingthen standing on the said Land on tenancy basis (hereinafter collectively referred to as "the Tenants"). A list of the Tenants along with the details of the premises occupied by them respectively in the said Building and the amount of rent/s payable by them respectively is annexed hereto and marked as Annexure 'B'hereto.

D. The said Old Building was constructed in or around the year 1960 and was in an extremely dilapidated state and is in need of extensive repairs and wasrequired to be demolished since repairs thereto were not possible/economical. The Promoter is therefore desirous of undertaking the redevelopment of the said Land by demolishing the said Old Building then standing thereon and construct on the said Land, a new multistoried building (hereinafter referred to as "the New Building"). The redevelopment of the said Property undertaken by the Promoter in the manner aforesaid is hereinafter referred to as "the said Project". The term "*the Project*" wherever the same appears hereinafter shall include without limitation the entire project of construction of the New Building on the said Land; and other structures and the entire development of the said Property, as envisaged by the Promoter.

E. Accordingly, the Promoter commenced negotiations with all the Tenants then occupying the premises in the said Old Building; and pursuant to such negotiations all such Tenants agreed to co-operate with the Promoter in respect of the redevelopment of the said Property.

F. As per the scheme of redevelopment envisaged by the Promoter and agreed upon by the Tenants, the Promoter shall demolish the said Old Building then standing on the said Land and thereupon construct on the said Land, the New Building, wherein each of the Tenants would be rehabilitated, on ownership basis and the Promoter shall be entitled to create third party rights in respect of the respect of the remaining premises in the New Building.

G. Accordingly, all the Tenants had entered into agreements for permanent alternate accommodation with the Promoter wherein the Promoter has *inter alia* agreed to provide to such respective Tenants, a new premises in the New Building to be constructed on the said Land on what is commonly known as co-operative ownership basis and such Tenants had handed over possession of their respective premises to the Promoter and had authorised the Promoter to demolish the said Old Building then standing on the said Land.

H. Pursuant thereto, the Promoter had applied to the Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM")for undertaking the development on the said Land by constructing thereon the New Building; and the MCGM approved plans for construction of New Building on the said Land and issued an Intimation of Disapproval dated07/05/2016, bearing number CHE/WS-II/0930/PN/337(NEW)of 2016 (hereinafter referred to as "theIOD"). A copy of the IOD is annexed hereto and marked as Annexure 'C'.

I. Thereafter, the MCGM has also issued the requisite Commencement Certificate dated 29th September, 2016(hereinafter referred to as "theCC")and has thereby authorised the Promoter to commence construction of the new multistoried building on the said Land in accordance with the plans approved at the time of issuance of the IOD. A copy the CCis annexed hereto and marked as Annexure 'D'. The IOD and the CC are hereinafter collectively referred to as "the Existing Building Approvals".

J. Initially the said Land was reflected as bearing CTS Nos. 984 and 984/1 to 984/10 in the City Survey Records admeasuring in the aggregate 868.10 square meters. A portion admeasuring 45 square meters out of the said Land was affected by a road set back and accordingly, , by and under an order dated15th March, 2017 passed by the office of the Collector, Mumbai Suburban District, the said Land was amalgamated and the same was reflected in the City Survey records as two plots of land viz. bearing CTS No. 984A admeasuring 823.10 square meters (on which the New Building is to be constructed) and CTS No. 984B admeasuring 45 square meters (towards the road set back area). Accordingly, as per the said order dated15th March, 2017, the area of the said Land (after deduction of the road set back area) now admeasures 823.1 square meters and is allotted a new CTS No. 984A. A new property register card in respect of such amalgamated plot of land bearing CTS No. 984A of VillagePahadi, Taluka Borivali, Mumbai Suburban District was issued by the City Survey Office and the same bears the name of the Promoter as the sole holder thereof. A copy of the new Property Register Card in respect of the saidLand (now bearing CTS No. 984A) is annexed hereto and marked as *Annexure 'E'*. The term *"the said Land"*, wherever the same appears hereinafter shall be deemed to mean the land bearing CTS No. 984A of Village Pahadi, Taluka Borivali, Mumbai Suburban District admeasuring 823.1 square meters. The Promoter shall hand over the land bearing CTS No. 984B to the MCGM towards the road set back and upon handing over the same, the Promoter alone shall be entitled to the benefits/compensation awarded by the MCGM in lieu of handover of such road set back including any compensation by way of Floor Space Index, (hereinafter referred to as "FSI"), which is presently proposed to be consumed by the Promoter on the said Land in the course of construction of the New Building.

K. The Promoter has in accordance with the aforesaid Existing Building Approvals, commenced construction of a multistoried building on the said Land to be known as "LOTUS NIWAS" proposed to be comprising of stilt plus approximately 12(Twelve) upper habitable floors (hereinafter referred to as "the New Building").

L. The right, title and interest of the Promoter in respect of the saidLand has been certified by the Advocate of the Promoter Mr. Paresh S. Sarangdharvide his Title Report dated 4th March, 2016 and a copy of the said Title Report is annexed hereto as

Annexure 'F'.

M. The Promoter has registered the said Project of development and construction on the said Land under the provisions of the Real Estate (Regulation and Redevelopment) Act, 2016 (hereinafter referred to as "RERA"), with the Maharashtra Real Estate Regulatory Authority, under registration no. [_____________]. A copy of the Project Registration Certificate issued by the Maharashtra Real Estate Regulatory Authority in respect of the said Project, is annexed hereto and marked as *Annexure 'F1'*.

N. It is clarified that as per the Existing Building Approvals, as of now only a part of the presently available development potential of the saidLand is being utilized in the course of construction of the New Buildingand the Promoter shall from time to time be making applications to the MCGM for amendments to the approved plans and for issuance of further intimations of Disapproval or revision in sanctioned plans and further Commencement Certificates (or revalidation thereof in accordance with the further approved plans), such that the entire available development potential of the saidLand is completely consumed in the course of construction of the New Buildingon the said Land and accordingly, the plans for construction of the New Buildingon the said Land are subject to further modifications as may be desired by the Promoter from time to time. It is further clarified that in the course of construction of the New Building, the Promoter shall be consuming on the saidLand maximum permissible development potential and FSI as per the provisions of the Development Control Regulation of the Greater Mumbai, 1991 (hereinafter referred to as "DCR"), including but not limited to the following:

i. Entire development potential available for consumption on the saidLand by way of FSI emanating from the saidLand in the form of base land FSI, which can be consumed free of costs thereon;

ii. Entire development potential available for consumption on the saidLand by way acquiring FSI on payment of premium to the Government of Maharashtra or any other statutory authorities including but not limited to the MCGM;

iii. Entire development potential available for consumption on the saidLand by way of loading Transferable Development Rights (hereinafter referred to as "the TDR") on the said Land, including in accordance with Regulation 34 and Appendix VII of the DCR; and

iv. Entire development potential available for consumption on the saidLand by consumption and utilisation of compensatory fungible FSI in accordance with Regulation 35 (4) of the DCR.

O. Accordingly, as aforesaid, the Promoter has commenced construction of the New Building on the said Land comprising of various units which would be capable of being used *inter alia* as residential flats in accordance with the Existing Building Approvals and as the same may be amended from time to time hereafter.

P. The Promoter has entered into an Agreement as prescribed by the Council of Architects appointing the Architect, Mr. H. A. Mehtaregistered with the Council of Architects and have also appointed R.D.Magdum, as theStructural Engineers for preparing structural design and drawings and specifications of the New Building. The Purchaser/s accept/s the professional supervision of the said Architects and the said Structural Engineers till the completion of the New Building,unless otherwise changed by the Promoter, which the Promoter shall be entitled to do at any time hereafter in its sole and absolute discretion.

Q. The Purchaser/s has/have approached the Promoter for acquiring a unit in the New Building, as more particularly described in the Second Schedule hereunder written (hereinafter referred to as "the said Unit"). The said Unit is shown as marked in red colour diagonal lines on the typical floor plan annexed hereto as Annexure 'G'.The said Unit forms a part of the area that the Promoter is entitled to sell in the open market to any prospective purchaser.

R. The Promoter is in the process of entering into several Agreements similar to this Agreement (which may be amended hereafter depending on amendments to the Existing Building Approvals as may be obtained hereafter from time to time) with several parties who may agree to take and acquire premises in the New Buildingon ownership basis, subject to such modifications therein as may be deemed necessary, considerable, desirable or proper by the Promoter, with a view that ultimately the purchasers/occupants of the various premises in the New Buildingshall form a Co-operative Housing Society or a Condominium of Apartment Owners or a Limited Company (hereinafter referred to as "Proposed Legal Entity ") and ultimately, the said Land and the New Buildingconstructed thereon will be transferred/conveyed by the Promoter in favour of the said Body, after completion of the entire project of development (by using, utilising and consuming the entire development potential of the said Land as recited above and mentioned in this Agreement) in accordance with Clause [___] hereof. It is clarified that the Tenants, to whom the Promoter has offered to allot premises in the New Building shall also be entitled to membership of the Proposed Legal Entity as holders of their respective premises in the New Building.

S. The Promoter has informed the Purchaser/s that the said Project of construction of the New Building on the said Land including the said road and the premises to be constructed in the New Buildinghave been mortgaged by the Promoter in favour of Indian Bank (hereinafter referred to as "Lender"). The Promoter has applied to the Lender and has obtained a no objection vide letter dated [ ], from the Lender to enter into this Agreement in favour of the Purchaser/s. A copy of the said letter dated [......] issued by the Lender is annexed hereto and marked as Annexure 'G1'. The transaction hereby contemplated is subject to the terms of the said no objection letter issued by Lender. The Purchaser/s has/have perused the said no objectionletter issued by Indian Bank and has/have understood and accepted the terms and conditions thereof.

T. The Purchaser/s has/have taken inspection of all the documents of title relating to the said Land including *inter alia* the documents referred to hereinabove; and has/have read and understood the terms and conditions thereof, including inter alia the terms and conditions of the various sanctions, approvals, concessions, etc. as have been obtained by the Promoter with regard to the redevelopment of the said Land; and the

Purchaser/s has/have satisfied himself/herself/themselves about the rights, title and interest of the Promoter to the said Land along with entitlement of the Promoter to undertake redevelopment on the said Land by construction of the New Buildingthereon and to enter into these presents. The Purchaser/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Promoter and is/are aware that some of such conditions and/or obligations shall require compliance in continuity even after the development and construction of the New Buildingis completed and after the management of the New Building is handed over to the Proposed Legal Entity as provided hereinafter and the Purchaser/s has/have (in his/her/their individual capacity/ies and in his/her/their capacity/ies as member/s of the Proposed Legal Entity, as and when formed) agreed to abide by and comply with such continuing conditions and obligations

U. The Purchaser/s has/have demanded and has also taken inspection of the Project Registration Certificate issued by Maharashtra Real Estate Regulatory Authority, the Existing Building Approvals issued by the MCGM and other relevant documents and papers including *inter alia* the municipal assessment bills, city survey records, record of rights, property register cards and all other documents required to be furnished to the Purchaser/s by the Promoter under the provisions of RERA and Real Estate (Regulation and Development) (Registration of the Real Estate Projects, Registration of Real Estate Project, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (hereinafter referred to as "RERA Rules") as well as under the provisions (to the extent applicable) the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") and the Maharashtra Ownership Flats (Regulation of promotion of Construction, Sale, Management and Transfer) Rules, 1964 (hereinafter referred to as "MOFA Rules") made there under and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after being aware of all the facts and after inspecting the afore recited documents and other relevant documents and papersin respect the said Property and the said Project.

V. In the circumstances, pursuant to negotiations between the Parties, the Purchaser/s has/have agreed to purchase and acquire from the Promoter and the Promoter has agreed to sell to the Purchaser/s, the said Unit on the terms and conditions herein contained.

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

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

1. RECITALS TO FORM AN INTEGRAL PART:

The Recitals, Schedules and the Annexures hereof shall form an integral part of this Agreement and are not repeated in the operative part only for the sake of brevity and the same should be deemed to be incorporated in the operative part also as if the same were set out hereinafter and reproduced verbatim.

2. PROMOTER TO CONSTRUCT THE NEW BUILDING:

The Promoter shall construct the New Building as recited above, presently proposed to be comprising of stilt plus 12 (twelve) upper habitable floors and further comprising of such additional wings or floors as may be sanctioned hereafter by the concerned authorities (by virtue of increase in the FSI or otherwise as stated in this Agreement including in the Recitals hereof) on the said Land in accordance with the plans, designs, specifications approved by the MCGM and any other concerned local authority and which may further be amended and/or further approved by the concerned local authorities (for the additional floors or additional structures or additional wings as recited above) and which sanctioned plans as well as the presently envisaged/proposed plans have been seen and approved by the Purchaser/s, with such variations therein as the Promoter may consider necessary or expedient or as may be required by the concerned local authority, the MCGM or the Government to be made in them or any them. Provided that the Promoter shall have to obtain prior consent in writing from the Purchaser/s in respect of such variations or modifications which may adversely affect the said Unit.

3. TRANSACTION:

3.1. In consideration of the aggregate sum as mentioned in Annexure 'H' hereto (hereinafter referred to as "the Purchase Price") agreed to be paid by the Purchaser/s to the Promoter (which amount is exclusive of all taxes and other amounts as specifically mentioned herein) in the manner contained in Annexure 'H' hereto and in consideration of the Purchaser/s agreeing to pay to the Promoter the other amounts as hereinafter mentioned and in further consideration of the Purchaser/s agreeing to abide by the terms, conditions, covenants herein set out and on the part of the Purchaser/s to be observed, performed or complied with, the Promoter hereby agrees to sell to the Purchaser/s and the Purchaser/s hereby agree/s to purchase and acquire from the Promoter, the said Unit as more particularly described in the Second Schedule hereunder, in the New Building being constructed on the said Land together with all rights of and incidental thereto and together with the right to use and enjoy the limited common areas and facilities and the common areas and facilities in common as specified in **Part A** and **Part B** respectively of the Third Schedule hereunder written (all of which aforesaid rights and entitlements of the Promoter agreed to be sold hereunder are hereinafter collectively referred to as "**the said Premises**").

3.2. It is agreed between the Parties hereto that a notice/intimation forwarded by the Promoter to the Purchaser/s stating that a particular stage of construction is being commenced or achieved shall be sufficient proof that a particular stage of construction is being commenced or achieved (as the case may be) for the purpose of making payment of the installment of the Purchase Price, as per Annexure 'H' hereto. The Promoter is not bound and shall not be called upon or required to give any further notice or intimation requiring any such payment; and non-furnishing of any further particulars or non-issuance of any further notice or intimation, shall not be pleaded by the Purchaser/s as an excuse for non-payment of any amount/s due on the respective due dates or events.

3.3. The said amount of the Purchase Price referred to hereinabove excludes all taxes (comprising inter alia of tax paid or payable by the Promoter by way of Value Added Tax or Service Tax or Goods and Services Taxes and Cess and any other similar taxes, which may be levied, in connection with the construction and development of and carrying out the Project payable by the Promoter) up to the date of handing over possession of the said Unit, as elaborated herein below.

3.4. The said amount of Purchase Price is non-escalatory, save and except in the event of any increase in the development charges or any other charges payable by the Promoter to MCGM or any other governing authorities. In the event of such escalations in the Purchase Price as a result of the aforesaid events, then the Promoter shall enclose a copy of the relevant notifications, circulars etc. together with the demand letter issued by the Promoter to the Purchaser/s for the escalated Purchase Price.

3.5. The Promoter may allow, in its discretion a rebate for early payments of the installments of the Purchase Price payable by the Purchaser/s by discounting such early payments at the Agreed Interest Rate per annum for the period by which the respective installment has been preponed. Such rebate shall be provided to the Purchaser/s only if mutually agreed upon between the Parties in writing. The provision for allowing rebate and the rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Promoter. The term *"Agreed Interest Rate"* wherever the same appears in this Agreement shall be deemed to be a reference to the Interest Rate as mentioned in Rule 18 of the RERA Rules

3.6. It is clarified that the amount/quantum of the Purchase Price as mentioned in Annexure 'H' is arrived at and agreed upon between the Parties after considering the installments (and milestones) for payment of the Purchase Price as set out in Annexure 'H' hereto; and accordingly, the installments (and milestones) for payment of the Purchase Price, as set in Annexure 'H' hereto have been mutually agreed upon at after considering and negotiating the quantum of the Purchase Price, as arrived at and recorded herein. The Purchaser/s shall not by virtue of making timely payment of the installments of the Purchase Price (as per Annexure 'H' hereto) seek to claim or be entitled to claim any rebate or discount on the Purchase Price pursuant to Clause [3.5] hereof.

3.7. All the amounts towards the Purchase Price shall be deposited by the Purchaser/s in the account opened with the [____________] Bank bearing number [____________] and accordingly, all the cheques/demand drafts etc. towards the Purchase Price shall be drawn by the Purchaser/s in favour of and payable to the credit of "[____________]". The said Unit shall remain mortgaged to Indian Bank till deposit of Purchase Price in full in the aforesaid account by the Purchaser/s.

4. DEFAULT OR FAILURE IN PAYMENT OFPURCHASE PRICE:

Notwithstanding anything contained in this Agreement, it is specifically agreed that:

4.1. Time for making the payments of the installments as mentioned in *Annexure 'H'* is strictly of the essence of this contract; and any delay by the Purchaser/s in making the said payment/s shall forthwith render this Agreement terminable at the sole and exclusive option of the Promoter, without any further act and/or reference and/or recourse to the Purchaser/s and in the event of the Promoter so terminating this Agreement due to a delay/default on the part of the Purchaser/s in making payment of the installments of the Purchase Price, the Promoter shall be entitled to forfeit 10% of the amount of the total Purchase Priceas receivable by the Promoter from the Purchaser/s hereunder(and not any taxes or stamp duty, interest at the Agreed Interest Rate on delayed and unpaid installments or other amounts); and thereupon the Promoter shall also be free and entitled in its own right to deal with the said Unit and the Promoter's rights therein, in any manner as the Promoter in its sole discretion may deem fit and proper, without any reference, recourse and/or payment whatsoever to the Purchaser/s; and without the requirement of obtaining any orders of declaration of termination from any Courts; and without the requirement of execution of any document or deed of cancellation.

4.2. A termination letter issued by the Promoter to the Purchaser/s regarding such termination shall effectively terminate this Agreement and thereupon the Purchaser/s shall have no right, title, interest, share, claim or demand in to or upon the said Premises and/or any part thereof and/or otherwise against the Promoter in any manner whatsoever and howsoever arising. The Purchaser/s hereby undertake/s with the Promoter that in such an event of termination, the Purchaser/s shall forthwith handover the original registered set of this Agreement to the Promoter. The refund pursuant to the termination as provided in Clause [4.1] shall be made by the Promoter to the Purchaser/s (without any interest thereon) within 3 (three) months from the date of such termination. The amount of refund in such an event shall further be subject to deduction of any taxes paid and other amounts expended by the Promoter pursuant to this Agreement (including inter alia any brokerage charges paid by the Promoter in pursuance of the transaction recorded in this Agreement); and other amounts payable by the Purchaser/s hereunder as may be payable up to the date of termination, as well as the costs incurred by the Promoter in finding a new willing acquirer/transferee who may acquire the said Unit (including but not limited to brokerage charges as may be incurred by the Promoter in that behalf).

4.3. The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have and/or claim to have or hold any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Promoter/its transferee/s/allottee/s/nominee/s and/or otherwise in to upon the said Premises in such an event of termination PROVIDED HOWEVER THAT the Promoter shall not exercise the aforesaid right of termination as provided under this Clause [4], unless and until a notice of 15 (fifteen) days demanding payment of the due installment is given to the Purchaser/s; and even thereafter, the Purchaser/s fail/s to make payment of the relevant installment PROVIDED FURTHER that strictly without prejudice to the aforesaid, the Promoter in its sole and absolute discretion may, instead of terminating this Agreement as aforesaid, permit the Purchaser/s to pay the said installments after their respective due dates but after charging interest there on at the Agreed Interest Rate on such outstanding amounts (from the date such amount/s has/have become due to be paid by the Purchaser/s till the date of actual payment thereof)..

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

5. DISCLOSURE AS REGARDS TO THE TITLE:

5.1. The Promoter has disclosed to the Purchaser/s about its entitlement to e said Property as the Owner in respect of the said Property and in accordance with the terms and conditions of the title documents as recited above. The Purchaser/s has/have conducted a detailed legal due diligence with regard to the Promoters entitlement in respect of the said Property and has/have completely understood the nature of the Promoter's entitlementtherein and is/are satisfied with the same and shall hereafter not raise any further objections/requisitions with regard thereto.

5.2. The Promoter has also informed the Purchaser/s that the Project of construction of the New Building on the said Land including the said Land and the premises in the New Building has been mortgaged by the Promoter in favour of the Lender as recited above.

6. PROMOTER TO COMPLY WITH APPROVALS AND STATUTORY CONDITIONS:

6.1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and that the Promoter shall before handing over possession of the said Unit to the Purchaser/s, obtain from the MCGM, occupancy certificate or part occupancy certificate in respect of the said Unit.

6.2. The Promoter hereby declares that the FSI available at present (as per the approved plans) in respect of the Project on the said Property is [..........] square meters; and that no part of the said FSI has been utilized by the Promoter elsewhere for any purpose whatsoever. In case the said FSI has been utilized by the Promoter elsewhere, then the Promoter shall furnish to the Purchaser/s all the detailed particulars in respect of such utilization of the said FSI by it. The said FSI as available at present, may increase or decrease hereafter, for various reasons, including *inter alia* as set out in the Recitals of this Agreement.

7. PLANNING AND DESIGN SUBJECT TO AMENDMENTS AND CHANGES:

7.1. The planning and design of the said Unit and the New Building is subject to amendments and changes as may be stipulated by the MCGM, Government, local authority and as per the requirements of the Promoter.

7.2. The Purchaser/s hereby agree/s and covenant/s with the Promoter to render full co-operation to the Promoter and to sign and execute all papers and documents, in favour of the Promoter or otherwise as may be necessary for the purpose of enabling the Promoter to construct the New Building or to put up additional construction on the said Land as stated in this Agreement, in accordance with the Existing Building Approvals (including modifications and/or amendments thereto as recited above and stated elsewhere in this Agreement) or such other plans, with such additions and alterations therein, as the Promoter may in its sole and absolute discretion deem fit and proper and/or for the purpose of applying for and/or obtaining the approval or sanction of the MCGM or any other appropriate authorities in that behalf as well as for the approval or sanction relating thereto. The Purchaser/s hereby further agree/s and give/s his/her/their specific irrevocable consent to the Promoter to carry out such amendments, alterations, modifications or variations in constructing the said Unit and the New Buildingon the said Land and/or to the layout plan and/or to the building plans (whether or not envisaged and/or proposed to be constructed at present), provided that the aggregate area/size of the said Unit agreed to be acquired by the Purchaser/s is not in any manner reduced, beyond the Agreed Variation Limited, as set out in Clause [7.4] hereof.

7.3. Before the Purchaser/s is/are put in possession of the said Unit, the Promoter shall confirm the final carpet area of the said Unit by furnishing the details of the changes, if any, in the carpet area thereof. The Parties agree and acknowledge that a change/variation (either due to planning constraints or due to any construction related exigencies) in such carpet area of the said Unit up to 3% (three percent) (plus or minus) is acceptable to each of the Parties hereto (hereinafter referred to as "the Agreed Variation Limits").

7.4. In the circumstances, if the carpet area of the said Unit is less than what is set out in this Agreement, (subject to such reduction being within the Agreed Variation Limits) then the Promoter shall be liable to refund to the Purchaser/s an amount out of the Purchase Price, which is proportionate to the reduced carpet area of the said Unit. Similarly, if the carpet area of the said Unit is more than what is set out in this Agreement, (subject to such increase being within the Agreed Variation Limits), then the Purchaser/s shall be liable to pay to the Promoter an additional amount towards the Purchase Price, which is proportionate to the increased carpet area of the said Unit; and such increased amount shall be paid by the Purchaser/s to the Promoter along with the next due instalment of the Purchase Price or at the time of the Promoter offering to put the Purchaser/s in possession of the said Unit, whichever is earlier. It is clarified that in the event of any amounts are payable by the Promoter to the Purchaser/s (due to reduction in the carpet area as aforesaid pursuant to the provisions of this Clause [7.4]) then the Promoter shall either: *(i)* refund the amount that is payable to the Purchaser/s prior to handover of possession of the said Unit to the Purchaser/s (without any interest thereon); or *(ii)* appropriate the same, at the Promoter's own discretion under any head/s of the outstanding due/s payable by the Purchaser/s to the Promoter, without requiring any prior consent from the Purchasers.

8. DESCRIPTION OF AMENITIES:

8.1. It is expressly agreed that the New Building and the said Unit shall contain specifications, fixtures, fittings, and amenities as set out in Annexure 'I' hereto (hereinafter referred to as the "**Internal Amenities**") and the Purchaser/ s confirm/s that the Promoter shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Unit.

8.2. It is clarified that the internal Amenities are not manufactured or produced by the Promoter and that the same are sourced from third party vendors/suppliers. Some of the Internal Amenities may be acquired under warranties and others may not have any warranties and the Promoter shall not be responsible to repair and/or replace the same. Accordingly, once possession of the said Unit with the Internal Amenities is handed over by the Promoter to the Purchaser/s, thereafter in case of to any operational issues or malfunctioning of the Internal Amenities, the Purchaser/s shall not hold the Promoter responsible and/or liable for repairs or replacement thereof; and the Purchaser/s shall make appropriate claims only against the supplier/manufacturer thereof, as per the terms of the respective warranties of the respective internal Amenities (if applicable).

8.3. It is specifically agreed between the Parties hereto that the Promoter shall have the right to change /substitute the said Internal Amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Promoter. If any change as aforesaid becomes necessary, the Promoter shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Promoter to offer possession of the said Unit on the specified date. The Promoter shall however make reasonable endeavours to ensure that such substitutes and/or alternatives are similar to the said Internal Amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible. The Purchaser/s agree/s not to claim any rebate and/or discount and/or concession in the consideration on account of such change/substitution.

9. PURCHASER/S' SATISFACTION ON TITLE:

The Purchaser/s has/have independently inspected and verified the title deeds and all papers and documents and the Existing Building Approvals hereinabove recited and has/have fully satisfied himself/herself/themselves about the title of the Promoter to the said Land and the Purchaser/s shall not be entitled to further investigate the title and/or entitlements of the or raise any objection with regard to any other matters relating thereto. The Purchaser/s has/have also taken inspection of the orders and approved plans, IOD and CC, issued by the MCGM and the undertakings furnished by the Promoter to the MCGM and other concerned authorities for the purpose of obtaining sanction and approvals for construction of the New Buildingon the said Land and other relevant documents and papers including the municipal assessment bills, city survey records and other documents mentioned in RERA, RERA Rules and to the extent as applicable under the provisions of MOFA and MOFA Rules framed there under and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after inspecting and understanding the aforesaid documents and the contents thereof.

10. FORMATION OF THE PROPOSED LEGAL ENTITYAND CONVEYANCE:

As aforesaid, the New Building is presently proposed to be constructed on the said Land. The Promoter shall take steps to form the Proposed Legal Entityas and when all the premises in the New Building are sold by the Promoter. As aforesaid, in relation to the premises to be allotted by the Promoter to the Tenants, the Tenants shall also be admitted as members of theProposed Legal Entity. Upon completion of the entire project, viz. completion of construction of the entire New Building and other structures/wings as may be hereafter proposed by the Promoter, by utilisation and consumption of the full and complete available construction potential of the said Land, (including the additional potential that is likely to accrue to the said Land at any-time hereafter), the Promoter shall take steps to form the Proposed Legal Entityas recited above, and which shall not occur at least prior to the expiry of a period of 18 (Eighteen) months from the date of receipt of the full occupancy certificate in respect of the said New Building, and thereafter the Promoter shall execute in favour of theProposed Legal Entity, a conveyance in respect of the said Land and the New Building (herein referred to as "the Proposed Conveyance"). It is hereby clarified that for the purpose of Section 17 of RERA and Rule 9 (2) of the RERA Rules and for the purposes of Section 11 of MOFA and the applicable provision of the MOFA Rules, the period of execution of the said Deed of Proposed Conveyance is agreed upon as being a date after the expiry of a period of at least 18 (Eighteen) months from the date of receipt of the full occupancy certificate in respect of the said New Building. It is hereby clarified that for the purpose of section 17 of RERA and Rule 9 (2) of the RERA Rules and for the purposes of and Section 11 of MOFA and the applicable provision of the MOFA Rules, the period of execution of the Proposed Conveyance is agreed upon as aforesaid. It is clarified that the said Conveyance shall be only in respect of the land bearing CTS No. 984A admeasuring 823.10 square meters or thereabouts and not in respect of the land bearing 984B which is earmarked as the land for road set-back to be handed over to the MCGM.

11. INCIDENTAL RIGHTS OF THE PROMOTER:

The Promoter has further informed the Purchaser/s that the Promoter retains the right to sell, transfer, assign in favour of any person/s and/or deal with *(a)* future rights in respect of the said Land, *(b)* the balance development potential/rights in respect of the said Land (i.e. after having utilized the FSI available for the construction of the New Building and as per the plans already submitted and/or to be submitted by the Promoter from time to time and as per the proposed total scheme of development) and *(c)* various rights that may accrue to and over the said Land in the future including additional development potential as recited above and *(d)* the rights for advertising, signage and hoarding for advertising in the compound, common areas and facade of the said Land (the rights referred to in above are hereinafter collectively referred to as "the Incidental Rights") The Incidental Rights include the right of use of the said Land as a receiving plot and/or to consume or fully exploit by utilising TDR and/or DRC and/or any type of FSI (including any further or other FSI which may be available free of costs or by payment of premium or charges, or deposits or any other amounts by whatever name called to any authorities or persons), which the Promoter and/or its nominee/s may be entitled to, from time to time, at the Promoter's sole and absolute discretion. The Promoter is also entitled from time to time to deal with and/or dispose of all or any of the Incidental Rights, by way of sale, assignment, lease, transfer, mortgage and/or in any other manner whatsoever as it may in its absolute discretion think fit and proper from time to time and at its entire discretion and convenience transfer such rights to any person/s. The Purchaser/s expressly consent/s and agree/s that the Purchaser/s shall not claim any rebate or reduction in the purchase price in respect of the said Unit and/or any other benefit/right from the Promoter and/or such persons, now and/or in future as a result of any development that may be undertaken either by the Promoter and/or its nominee/s and/or person/s. The Purchaser/s further agree/s and acknowledge/s that thePromoter shall solely and exclusively be entitled to use and exploit all common area and the compound of the New Building , the façade of the New Building and the terrace on the top of the New Buildingfor advertising purposes and shall be entitled to create such third party rights in respect of such advertising rights and shall be entitled to the entire consideration in that behalfand the Purchaser/s shall not object thereto either in his/her/their personal capacity/ies or in his/her/their capacity/ies as the member/s of theProposed Legal Entity.

12. PURCHASER/S TO CO-OPERATE IN FORMATION OF THEPROPOSED LEGAL ENTITY:

The Purchaser/s at his/her/their own costs along with the other premises holders in the New Buildingshall co-operate with the Promoter in formation of the Proposed Legal Entityand the Purchaser/s shall join in as member/s thereof. For the said purposes of being admitted as member/s of theProposed Legal Entity, the Purchaser/s shall from time to time, sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Proposed Legal Entityand for becoming a member, including the bye-laws of the proposed bodies and duly fill in sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Purchaser/s so as to enable Promoter to Register the organization of the Purchaser/s under the applicable provisions of RERA, RERA Rules, MOFA and MOFA Rules.No objection shall be of the Purchaser/s shall be taken by the Promoter if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Article or Association pursuant to initial finalisation thereof by the Promoter at the time of constitution of the Proposed Legal Entityas may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other competent authority/ies.

13. RIGHTS OF THE PROMOTER PURSUANT TO FORMATION OF THE PROPOSED LEGAL ENTITY

In the event of the said Body being formed, and registered before the sale and disposal by the Promoter of all the premises/units in the New Building, the same shall not in any manner affect the rights of the Promoter to sell/dispose of/transfer the unsold premises/units and the powers and the authority of the Proposed Legal

Entityshall be subject to the overall authority and control of the Promoter, in respect of all the matters concerning the New Buildingand in particular the Promoter shall have sole, exclusiveandabsolute authority and control as regards the unsold premises and the disposal thereof PROVIDED ALWAYSthat the Purchaser/s hereby agree/s and confirm/s that in the event of the Proposed Legal Entitybeing formed earlier than the Promoter dealing with or disposing of all the premises constructed in the New Building , then and in such an event, at the sole and absolute discretion of the Promoter, the Promoter itself or any allottee or transferee of the Promoter in respect of any unsold premises or nominee of the Promoter shall be admitted to the membership of theProposed Legal Entity, without payment of any premium or any additional charges save and except Rs.500/- (Rupees Five Hundred Only) for the share money and Rs.100/- (Rupees One Hundred Only) entrance fee and such allottee/transferee shall not be discriminated or treated prejudicially by the Purchaser/s or theProposed Legal Entity, as the case may be.

14. NO OBJECTION TO DEVELOPMENT:

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

14.1. As aforesaid, the Promoter shall be constructing the New Buildingand additional structures/wings/floors as stated herein on the said Land and the Purchaser/s is/are not entitled to and shall not object to such construction for any reasons whatsoever and howsoever arising, at any time hereafter;

14.2. It is further agreed that save and except the aforesaid terrace over the top most floor in the New Building, the Promoter is entitled to sell the terrace/s or pocket terrace/s or extended balcony/ies (if any), which may be abutting any premises in the New Buildingfor the exclusive use and occupation thereof by the purchaser/s of such respective adjoining or abutting premises. Further the Promoter may at its sole and absolute discretion, grant license/s for exclusive use or maintenance in respect of the terraces to the purchaser/occupant of the premises that is abutting the terrace. The terrace shall not be enclosed by such purchaser/occupant without the permission in writing obtained from MCGM and other concerned authorities and the Promoter. The Purchaser/s hereby give/s his/her/their no–objection to such rights retained by the Promoter for such terraces and the Purchaser/s shall not object thereto and/or claim any such terraces and/or any part thereof as common areas and/or have/make any other claim in respect of such terraces against the Promoter and/or its nominee/s/ allottee/s /transferee/s/ licensee/s.

14.3. As recited above, it is reasonably expected by the Promoter that the FSI for consumption on the said Land shall be increased, from what is presently approved as per the Existing Building Approvals (including inter alia by virtue of the re enactment of the presently applicable Development Control Regulations for Greater Mumbai, 1991, as per the draft Development Plan 2034, which is already published for objections/suggestions); and thereby the Promoter will be able to construct further floors as a part of the New Building in addition to the presently approved floors as recited above. The Purchaser/s confirm/s that the

Purchaser/s have no objection and shall not raise any objection to the Promoter putting up additional construction on the said Land by increasing the number of floors in the New Buildingor by construction of additional structure/s on the said Land as such.

14.4. The Promoter shall have full power and absolute authority, if so permitted by the concerned authorities, to make additions to and/or to construct additional building/s or structure/s or wing/s on the said Land and/or additional floor/s in the New Building including *interalia* as recited above and such additional building/s/structure/s/wing/s/floor/s shall be the sole, exclusive and absolute property of the Promoter. The Promoter shall be entitled to dispose of such additional building/s/structure/s/wing/s/floor/s in such manner as the Promoter may deem fit and proper, in its sole and absolute discretion. The Promoter shall be entitled to amend/alter/modify the layout plan of the said Land as also construct additional building/s/structure/s/wing/s/floor/s on the said Land or any portion or portions thereof and the Promoter shall be entitled to dispose of the premises in such additional building/s/structure/s/wing/s/floor/s as the Promoter may deem fit proper in its sole and absolute discretion. The Purchaser/s is/are not entitled to object thereto and shall not object thereto and this Clause [14] shall always operate as the Purchaser/s' irrevocable, absolute and unconditional no objection in that behalf. This Clause [14] shall operate as and shall be deemed to be the consent of the Purchaser/s in accordance with section the provisions of RERA, the RERA Rules, MOFA and the MOFA Rules; and in particular Section 14 of RERA and Section 7A of MOFA

15. PURCHASER/S' ENTITLEMENT TO RAISE LOAN:

The Purchaser/s is/are, at his/her/their sole risk, liability and responsibility, free to raise a loan from any financial institution or bank, for the purpose of acquiring the said Unit by offering the rights of the Purchaser/s hereby granted in respect of the said Unit as security. However, such loan should be strictly personal to the Purchaser/s and the right of the Promoter to receive the balance Purchase Priceand all other sums as hereunder provided from the Purchaser/s including the sums as and by way of reimbursement of any amounts hereunder agreed to be paid by the Purchaser/s or otherwise recoverable from the Purchaser/s, shall override the rights of the financial institution/bank/organization/employer in respect of the loan so availed of by the Purchaser/s. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Purchaser/s. Once the Purchaser/s has/have paid the full Purchase Priceand other amounts as payable under this Agreement and has/have taken possession of the said Unit, thereafter in the event of non-payment of the loan by the Purchaser/s, the recourse available to the financial institution would be only against the said Unit and against the Purchaser/s personally and not against the said Land, the New Buildingor any one of them or any of the other premises in the New Building , and not against any other assets/rights of the Promoter.

16. COMMON AREAS:

It is expressly agreed that the Purchaser/s along with the other purchasers/occupants of premises in the New Buildingshall be proportionately entitled to use, occupy and enjoy the common areas and facilities in the New Buildingand the nature, extent and description of such common areas and facilities which the Purchaser/s will proportionately enjoy in the common areas and facilities is set out in Part A (Limited Common Areas) and Part B (Common Areas) of the Third Schedule hereunder written. The Purchaser/s shall not claim use or entitlement to use any areas in the New Building on the ground that the same are approved as common areas in the approved plans; and the only common areas that the Purchaser/s is/are expecting to use/enjoy and shall be entitled to use/enjoy are as set out in the Third Schedule, subject to what is set out therein.

17. RIGHT OF THE PURCHASER/S RESTRICTED TO THE SAID UNIT ONLY:

It is clarified that the right of the Purchaser/s is restricted to the said Unitagreed to be sold to him/her/them by the Promoter as per the typical floor plan annexed hereto as Annexure 'G' anduse and enjoyment of common areas and utilities in common as aforesaid and the Purchaser/s shall not be entitled to claim any right to any open space or passage, staircase, open parking space, stilt parking spaces or any other area in to or upon the said Land and/or the New Buildingor any other space surrounding the New Buildingor any of them in any manner whatsoever, as the same belongs toand are the sole, exclusive and absolute property of the Promoter

18. NO CHANGE OF USER:

It is expressly agreed, by and between the Promoter and the Purchaser/s that the said Unit is sold to the Purchaser/s for use as a residential/ and it shall be utilized by the Purchaser/s only for the purpose for which it is sold to the Purchaser/s and for no other purpose or purposes whatsoever and howsoever. The Purchaser/s agree/s not to change the user of the said Unit, without prior written consent in writing of the Promoter and the concerned authorities.

19. PARKING SPACES:

19.1. The Purchaser/s acknowledge/s and understand/s that majority of the car-parking spaces that will be provided for in the New Building shall be in the form of an automated mechanical parking system popularly known as a puzzle pit parking system or any other form of automated or mechanical parking wherein there may not beany identified spot/place which may be earmarked for a particular acquirer of premises in the New Buildingand which parking spaces and system shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as "the Mechanical Parking"). The Purchaser/s is/are aware that such Mechanical Parking involves operation of an automated machine for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the Purchaser/s acknowledge/s that the Purchaser/s has/have no objection to the same. The Purchaser/s is/are aware that such Mechanical Parking may also require a valet system by appointment of qualified drivers, for ease of parking and removing of vehicles from the parking slots in the Mechanical Parking system. Purchaser/s hereby confirm/s that the Purchaser/s has/have no objection to the same and that the Purchaser/s shall not park his/her/their car/s at any other place in the New Buildingother than at such places specifically earmarked for parking of the Purchaser's/s' vehicle/s as provided herein below. The Purchaser/s hereby agree/s and undertake/s that the Purchaser/s shall bear the costs and expenses of the maintenance of such Mechanical Parking system or also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking system. The Purchaser/s shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of such Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising.

19.2. For the effective management of parking spaces in the New Building and in order to avoid any later disputes, the Promoter shall earmark parking spaces (open, in the Mechanical Parking system or in the stilt) of the New Building for exclusive use thereof by certain acquirers of premises in the New Buildingdepending on availability. The Purchaser/s agree/s that the Promoter shall be entitled to do such earmarking at its discretion and the Purchaser/s hereby accept/s the decisions taken by the Promoter in relation to such earmarking of car parking spaces. The Purchaser/s further agree/s and undertake/s that pursuant to formation and registration of the Proposed Legal Entityand admission of the Purchaser/s to the Proposed Legal Entityas member/s thereof, the Purchaser/s shall cast his/her/their votes in the first general meeting or shareholders' meeting, as the case may be, of theProposed Legal Entityin favour of approving such car parking earmarking as done by the Promoter so that the respective person/s in whose favour the Promoter has earmarked the car parking spaces, will be allotted such respective car parking space/s by the Proposed Legal Entityfor exclusive use along with rights of transferability in respect thereof. The Promoter has presently prepared a tentative allotment plan/chart of the car parking spaces to be enjoyed by the occupants in the New Buildingand which has been furnished to the Purchaser/s and the Purchaser/s hereby confirm/s that the Purchaser/s have seen and accepted such tentative allotment plan/chart. As per the tentative allotment plan prepared by the Promoter, the holder of the said Unit shall be entitled to park 1 (one) vehicle/s in the Mechanical Parking system.

20. DATE OF POSSESSION OF THE SAID / UNIT:

20.1. The Promoter agrees to offer to hand over possession of the said Unitto the Purchaser/s in the New Buildingon or before31st Dec,2018 subject to:

20.1.1. easy availability of cement, steel and other building materials; and

20.1.2. any conditions beyond the reasonable control of the Promoter, including acts of God like earthquake, perils of the sea or air, fire, flood, or any drought, explosion, sabotage etc.; and

20.1.3. any riots, bandhs, strikes and/or labour unrest and in consequence whereof and the construction on the said Land could be adversely affected; and

20.1.4. any geological, subsurface ground conditions as a result of which construction, development on the said Land and construction on and development of the said Land is delayed or no longer financially or technically viable; and

20.1.5. any disruptions, challenges and placement of legal and traditional impediments by third parties notwithstanding the granting of any and all approvals by the concerned authorities which delays or materially adversely affects the implementation of the construction activities on the said Land; and

20.1.6. any reasons like war, civil commotion, acts of criminals or of public enemy, insurrection, blockade, embargo terrorism, etc. in consequence whereof the construction activities on the said Land could be adversely affected; and

20.1.7. any embargo, notice, order, rule or notification of the Government and/or any other public body or authority or of the Court and/or any Act or Ordinance in consequence whereof construction activities on the said Land could be adversely affected; and

20.1.8. an act of enemy, riots, civil commotion, or war or any court order or government notification, circular or order or subject to delay by the MCGM for approval of plans, grant of occupancy certificate or part occupancy certificate, or subject to delay in the grant of water, sewerage, electric, cable connection or any other service or any other cause, beyond the control of the Promoter.

20.2. The date of delivery of possession of the said Unit is subject to certain terms as more particularly specified in the preceding Sub-Clause [20.1]and even after extension of the date of possession as stated in the preceding Sub-Clause, the Promoter is unable to or fails to give possession of the said Unit or license to enter the said Unit to the Purchaser/s, then and in such an event, the Purchaser/s shall at his/her/their/its own discretion be entitled either: *(i)* tocontinue with the arrangement as recorded this Agreement and receive a compensation in the form of liquidated damages from the Promoter to be calculated on a monthly basis at the Agreed Interest Rate on the amount of Purchase Price that is till then paid by the Purchaser/s to the Promoter and received by the Promoter, from the extended date of delivery of possession (extended due to any of the factors set out in Clause [20.1] hereof) till the date of offer of possession by the Promoter to the Purchaser/s; or in the alternative *(ii)*be entitled to give notice to the Promoter terminating the Agreement, in which event, the Promoter shall refund to the Purchaser/s the amountsof Purchase Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amountsthat may have been paid by the Purchaser/s) till then received by the Promoter from the Purchaser/s together with interest at the Agreed Interest Rate from the date of receipt by the Promoterof such amounts of Purchase Price from the Purchaser/s, till the date of refund thereof to the Purchaser/s. It is clarified that the Promoter shall not be liable to pay or refund to the Purchaser/sany additional amount/s, either as liquidated damages or costs, charges, expensesthe event of such termination. It is further clarified that in the event if the provisions of this Clause [20.2] are applicable and in such an event, if the Purchaser/s once exercises the option to continue with this Agreement (and not to terminate it), then the Purchaser/s shall subsequently not be entitled exercise the alternative option to terminate this Agreement, regardless of the further period of delay in the delivery of possession of the said Unit.

20.3. The refund to be made by to the Purchaser/s pursuant to Clause [20.2] shall be made bythe Promoterto the Purchaser/s within a period of 30 (thirty) days from the date when the Purchaser/s terminate/s this Agreement/s as perClause [20.2] hereof. In case of termination by the Purchaser/s as providedin Clause [20.2] upon the aforesaid payment/s being made by the Promoter to the Purchaser/s, neither Party shall have anyclaim against the other in respect of the said Premises or otherwise arising out of this Agreement and the Promoter shall be at liberty to sell and dispose of the said Premises and/or create third party rights therein in favour of any other person/s at such consideration/ purchase price and upon such terms and conditions as the Promoter may deem fit and proper, in Promoter's sole and absolute discretion, without any reference and/or recourse to the Purchaser/s. It is clarified that in case of termination by the Purchaser/s as provided in Clause [20.2], in the event if the Promoter finds a willing buyer/acquirer to acquire the said Unit prior to the refund to the Purchaser/s under this Clause, then the Promoter shall be entitled to sell the said Unit to such new buyer/acquirer; but the Purchaser/s shall have a charge on the amounts receivable by the Promoter from the new purchaser/acquirer to the extent of the amounts receivable by the Purchaser/s under this Clause.

20.4. Save and except as provided in Clause [20.2] hereof, the Purchaser/s shall not be entitled to withdraw form this Agreement or terminate this Agreement; and in the event if the Purchaser/s so decide/s to withdraw or terminate this Agreement other than for the reasons as set out in Clause 20.3] hereof, then the consequences of such withdrawal or termination shall be as set out in Clause [4] hereof.

20.5. Notwithstanding anything to the contrary contained in this Agreement and in particular in Clauses [20.2] to [20.4] hereof, if as a result of any legislative order or requisition or direction of the Government or public authorities, the said Land or the said unit is acquired by the Government or any other authority and thereby the Promoter is unable to complete the aforesaid New Buildingand/or to give possession of the said Unit to the Purchaser/s, then and in such an event, the only responsibility and liability of the Promoter will be, to pay over to the Purchaser/s, the proportionate amount of Purchase Priceof Purchase Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amounts that may have been paid by the Purchaser/s till then received by the Promoter from the Purchaser/s, without any interest thereon and thereupon this Agreement shall ipso fact and automatically stand terminated.

20.6. The Purchaser/s shall take possession of the said Unit within a maximum period of 2 (two) months of the Promoter giving written notice to the Purchaser/s intimating that the said Unit is ready for use and occupation but the obligation of the Purchaser/s to bear and pay the maintenance charges, as provided hereinafter shall commence at the expiry of a period of 7 (seven) days from such offer of possession by the Promoter (whether at such time, the Purchaser/s has/have taken possession of the said Unit or not) PROVIDED THAT if within a period of 5 (five) years from the date of offer to hand over the said Unit to the Purchaser/s, the Purchaser/s bring/s to the notice of the Promoter any defect in the said Unit or in the New Building on the material used therein or any unauthorized change in the construction of the New Building , then, wherever possible such defects or unauthorized changes shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Promoter reasonable compensation for such defect or change. It is clarified that such obligation of the Promoter shall extend only to the construction of the New Building and not with respect to any of the Internal Amenities to be provided in the Unit.

20.7. Before delivery of possession or grant of license to enter the said Unit to the Purchaser/s, the Purchaser/s shall inspect the said Unit and the Internal Amenities provided in the said Building and the said Unit therein and thereafter the Purchaser/s will have no claim whatsoever and howsoever arising against the Promoter in respect thereof, if the same are in accordance with this Agreement.

20.8. The Purchaser/s shall be entitled to the possession of the said Unit only after the full Purchase Priceas per Annexure 'H' hereto is paid by the Purchaser/s to the Promoter and the other sums mentioned hereunder are paid by the Purchaser/s to the Promoter.

20.9. The Promoter shall not put the Purchaser/s in possession of the said Unit unless and until:

20.9.1. The Purchaser/s has/have paid the entire Purchase Priceas provided by Annexure 'H' hereto and all the other amounts payable by him/her/them hereunder and/or otherwise in respect of the said Unit to the Promoter as specified herein.

20.9.2. The Promoter has received the occupancy certificate or part occupancy certificate in relation to the said Unit from the MCGM.

20.10. Upon completion of construction of the New Building comprising the said Unit, viz. upon completion of (a) casting of all slabs; (b) RCC and Plaster work; and (c) work pertaining to plumbing, electrical, tiling and flooring in respect of the said Unit by the Promoter, the Promoter may at its discretion permit the Purchaser/s to enter upon the said Unit, limited for the purpose of carrying out fit out works of non-structural nature like installation of fixture and furniture, in the said Unit at the entire risks and costs of the Purchaser/s. The Purchaser/s acknowledge/s that the Promoter shall not be obliged to permit the Purchaser/s to enter upon the said Unit under any circumstances and the same shall be entirely at the discretion of the Promoter. The Purchaser/s further acknowledge/s that at such stage the Occupancy Certificate in respect of the New Building or part Occupancy Certificate in relation to the said Unit may not have been received by the Promoter from the MCGM and at such stage the said Unit may not be capable of being occupied by the Purchaser/s. The Purchaser/s agree/s and undertake/s that in the event of so permitted to enter upon the said Unit to carry out the said fit out works as contemplated in this Sub-Clause [20.10], the Purchaser/s shall not occupy the same or commence any use thereof for any reasons whatsoever and howsoever arising. The Purchaser/s further agree/s and undertake/s that in the event if the Purchaser/s is/are so permitted to enter upon the said Unit to carry out the said fit out works as contemplated in this Sub-Clause[20.10]] then in such an event, the Purchaser/s shall be solely and exclusively responsible and liable to ensure that the workmen, labourers, agents and other representatives of the Purchaser/s so entering upon the said Unit shall comply with and adhere to all health and safety guidelines, rules and regulations as may be prescribed by the Promoter from time to time. The Purchaser/s acknowledge/s that Promoter shall not be liable and/or responsible for untoward incident that may occur by virtue of the Purchaser/s being permitted to carry out the fit out works or to enter upon the said Unit as contemplated in this Sub-Clause[20.10]

20.11. In order minimize the nuisance to other occupants of the New Building and with a view of protecting the structure and common areas of the New Building, the Promoter has prepared a fit-out manual containing the guidelines to be followed by all occupants of the New Building, whist carrying out interior or fit-out works in the respective units occupied by such occupants in the New Building. The Purchaser/s also agree/s and undertake/s that prior to commencing any fit out or interior works in the said Unit, the Purchaser/s shall for the due adherence and performance with the terms and conditions of the said fit-out manual, keep deposited with the Promoter a sum of Rs. [..................]/- (Rupees [..] Only) as a security deposit and which amount shall be refunded by the Promoter to the Purchaser/s on completion of the fit out works. In the event if the Purchaser/s commit/s any breach/es of the terms and conditions of the fit-out manualor cause/s any damage or nuisance to the New Building or any common areas therein or in any adjoining the said Unit, then and in any such event, the Promoter shall be entitled to adjust or deduct any expenses incurred or likely to be incurred by the Promoter from such security deposit for setting right such breach or rectifying such damage or nuisance caused. The Purchaser/s shall not dispute any adjustment or deduction from the security deposit on any ground whatsoever and howsoever arising.

20.12. Upon possession of the said Unit being given to the Purchaser/s, he/she/they shall be entitled to the use and occupation of the said Unit for the user specified herein only and for no other purpose whatsoever. Upon the Purchaser/s taking possession of the said Unit or license to enter the said Unit he/she/they shall have no claim against the Promoter in respect of any item of work in the said Unit, which may be alleged not to have been carried out or completed.

21. REIMBURSEMENT OF EXPENSES AND MAINTENANCE CHARGES:

21.1. The Purchaser/s hereby agree/s to pay to the Promoter, a lump sum amount of Rs.______________/- towards charges for electricity meters connections, other connections and deposit for said unit, legal charges and for formation of the Proposed Legal Entity and various expenses by way of re imbursement of the expenses that have been incurred by the Promoter and/or that have become payable and/or that shall become payable by the Promoter to various third parties and/or authorities. The charges referred to above are generally hereinafter referred to as "Charges for Development and Betterment Facilities". The said Charges for Development and Betterment Facilities are non-refundable. The said Charges for Development and Betterment Facilities are over and above and in addition to the purchase price referred to hereinabove. The Promoter has explained to the Purchaser/s and have also shown to the Purchaser/s an account of the amount spent/to be spent on the said Development and Betterment Facilities and the Purchaser/s has/have accepted and satisfied himself/ herself/themselves about the account and that the said Charges for Development and Betterment facilities are expended/to be expended. The Purchaser/s further confirm/s that he/she/they shall not raise any further queries on or seek clarifications from the Promoter in respect of the said Charges for Development and Betterment Facilities and the Purchaser/s shall not call upon the Promoter to submit any further account of the said Charges for Development and Betterment Facilities.

21.2. Over and above the amounts mentioned hereinabove, the Purchaser/s shall within a period of 7 (Seven) days from being offered the said Unit also pay to the Promoter the following amounts:

21.2.1. A sum of Rs.500/- towards acquiring of 5 shares of Rs.100/- each and entrance fee of Rs.100/- within a period of seven days from the date of notice and in any event before possession of the said Unit is handed over to the Purchaser;

21.2.2. Deposit a sum ofRs. [______________]/- (Rupees [......................] Only) towards provisional maintenance charges for 18 (eighteen) months in advance, commencing a week after notice in writing is given by the Promoter to the Purchaser/s that the said Unit, is ready for being occupied, the Purchaser/s shall be liable to bear and pay the proportionate share of the maintenance charges and other monthly outgoings in respect of the said Unit. After the completion of the initial 18 (eighteen) months as aforesaid, the Purchaser/s shall be liable to bear and pay the maintenance charges in respect of the said Unit and the Purchaser/s further undertake/s to pay such provisional monthly contribution on or before the 5th day of each month in advance to the Promoter or to the Legal Entity (if formed by then and if the management of the New Building has been handed over to the Legal Entity); and the Purchaser/s shall not be entitled to till formation of the Proposed Legal Entity withhold the same for any reason whatsoever. It is further agreed that the Purchaser/s will be liable to pay the Agreed Rate of Interest to interest the Promoter/the Proposed Legal Entity for any delay in payment of such outgoings. The maintenance charges would include *interalia* the following:

21.2.2.1. The expenses of maintenance, repairing, redecorating, etc., of the main structures and in particular the gutters and rain water pipes of the New Building, water pipes and electric wires in under or upon the New Building used by the premises/ premises holder/s in common with the other occupiers of premises and the main entrances, passages, landings, lift and staircase of the New Building and other common areas and amenities as enjoyed by the premises acquirers in common as aforesaid and the boundary walls of the New Building, compounds etc.

21.2.2.2. The cost of cleaning and lightning the passage, water pump, lifts, landings, staircases, common lights and other parts of the New Buildingused by the premises acquirers in common as aforesaid.

21.2.2.3. The cost of the salaries of certain workers like clerks, accountant, liftmen, chowkidar, pump man, sweepers, drivers, house-keeping charges, etc.; and the proportionate salary of certain part time workers like engineers, supervisors etc. their traveling expenses, welfare expenses like tea, coffee, etc.; the bonus to be given to them etc.

21.2.2.4. The cost of working and maintenance of common lights, water pump, lifts, common sanitary units and other services charges.

21.2.2.5. Premium for insurance of the New Building (if and when taken).

21.2.2.6. The maintenance charges, cost, expenses and amounts required for maintenance of various common equipment that may be installed in the New Building including interalia street lights, sewer line, storm water drain, water lines, internal roads, garden, civil, mechanical and electrical system installed for reuse of the waste water, civil, mechanical and electrical system for rain water harvesting, high speed lifts, submersible pumps installed in tank for municipal water and tank for storage of tanker/bore well water, pumps installed for fire-fighting, tank for municipal water, overhead tank and other water tanks by whatever name called, fire-fighting system, common electric system (which may be installed for the lights, pumps, equipment, lifts, security system etc.), common plumbing system, common security system and such other expenses as are necessary or incidental for the maintenance and upkeep of the New Building .

21.2.2.7. The above advance maintenance charges to be collected by the Promoter are only provisional and any excess expense should be reimbursed by the Purchaser/s.

21.2.2.8. The above provisional maintenance does not include property tax, which shall be paid by the Purchaser/s proportionately on and from the date of receipt of the occupancy certificate or the part occupancy certificate in respect of the said Unit.

21.3. It is clarified that the heads of the maintenance charges as set out in Clause [21.2] hereof are not exhaustive in nature and are merely illustrative. The above referred maintenance charges are only provisional and any additional expenses should be reimbursed by the Purchaser/s to the Promoter, the above provisional maintenance charges do not include property and municipal tax (which shall be payable by the Purchaser/s in addition to the aforesaid amounts at actuals).

21.4. The Purchaser/s is/are aware that after the possession of the said Unit is offered to the Purchaser/s and after he /she/they is/are admitted as member/s to the Proposed Legal Entity, it may take at least 12 (twelve) to 18 (eighteen) months for the Proposed Legal Entity to work out and inform each of the premises occupants in the New Building about the exact break-up of the maintenance charges payable by him/her/them. Therefore, during such a period, the Proposed Legal Entity is likely draw up ad-hoc bills towards maintenance. The Purchaser/s agree/s that he/she/they shall not raise any objection for payment of such ad-hoc bills and would give the Proposed Legal Entitya time period of 12 (twelve) to 18 (eighteen) months or more from the date of he/she/they is/are admitted as member/s of the Proposed Legal Entity, to enable the Proposed Legal Entity to work out the exact details of the maintenance charges payable by him/her/them.

21.5. Over and above the Purchase Priceand other amounts payable by the Purchaser/s, the Purchaser/s hereby agree/s that in the event of any amount becoming payable by way of levy or premium, taxes, cess, fees, charges, etc., after the date of this Agreement to MCGM or any other concerned local authority or to the State Government or in the event of any other payment for a similar nature becoming payable in respect of the said Land and/or in respect of the various premises to be constructed thereon, the same shall be paid by the Promoter, however, the same would be reimbursed by the Purchaser/s to the Promoter in proportion of the area of the said Unit to the total area of all the new premises being developed on the said Land.

21.6. The Purchaser/s is/are further made aware that potable water supply is provided by the MCGM and other concerned government authorities and shall be made available to the New Building as per the supply received from such authorities. It is clarified that the Promoter has not represented to the Purchaser/s or undertaken to the Purchaser/s that consistent water supply is assured, as the same is subject to availability and supply from the concerned authorities. The only obligation of the Promoter shall be to obtain the requisite connection from the water mains to the said Land in accordance with the applicable rules and regulations of the MCGM.

22. TAXES:

22.1. The Purchaser/s is/are aware that the amount of Purchase Price as set out in Annexure 'H' hereto, is exclusive of the all the taxes applicable to transactions for the sale of constructed premises as levied by the State and Central Government through their respective Finance Acts and various clarifications/notifications and regulations have made Value Added Tax and Service Tax (hereinafter referred to as "the said Taxes"). It is also presently proposed that the sale of constructed premises shall attract Goods and Services Tax (hereinafter referred to as "GST"), once the appropriate legislation for the same is implemented. It is hereby agreed between the Parties and it is clarified that at the time of execution of this Agreement for Sale, that there is a liability for payment of the said service tax and value added tax on the transaction recorded in this Agreement for the sale of the said Unit by the Promoter to the Purchaser/s. The Purchaser/s agree/s and undertake/s that all such indirect taxes (including GST, if and when made applicable) are payable by the Purchaser/s solely; and that the Promoter is not liable to bear and/or pay the same. It is hereby agreed between the Parties and it is clarified that at the time of execution of this Agreement for Sale, there is a liability for payment of the said Taxes on this Agreement for the sale of the said Unit by the Promoter to the Purchaser/s. The Purchaser/s agree/s and undertake/s that the same is payable by the Purchaser/s and that the Promoter is not liable to bear and/or pay the same. In the event if any rebate or credit or set off is available to the Promoter of any amounts paid by the Promoter against the payment of the said Taxes, then and in such an event, the Promoter shall be solely and exclusively entitled to such credits or rebates. The Promoter may in its sole and absolute discretion claim or not claim such set off or credit or rebate and the Promoter shall not be liable to pass on the benefit thereof to the Purchaser/s. Therefore, the Purchaser/s hereby irrevocably agree/s and undertake/s to pay the amounts for the said Taxes to the Promoter or the concerned authorities within a period of 7 (seven) days from the date of the Promoter calling upon the Purchaser/s to do so, without any delay or demur or without claiming to be entitled to any rebates or set offs or credits.

22.2. It is hereby further agreed that in addition to the said Taxes, in the event of any amount becoming payable now or in the future by way of levy or premium, taxes, cess, fees, charges, sales tax, value-added tax, service tax, goods and services tax (if and when made applicable), or any other tax by whatever name called, at the time of execution of the this Agreement and/or any time thereafter to any authority or to the State Government or to the Central Government or in the event of any other payment of a similar nature, save and except the tax on income of Promoter, arising out of or in connection with transaction contemplated hereby, the Purchaser/s shall be solely liable to bear and pay the same and the Promoter shall not be liable for the same.

23. BREACHES:

23.1. The Purchaser/s agree/s and undertake/s to and shall observe, perform and comply with all the terms and conditions and covenants to be observed performed and complied with by the Purchaser/s as set out in this Agreement (save and except the obligation of the Purchaser/s to pay the balance Purchase Priceand other sums payable hereunder as aforesaid, for which the consequences as mentioned in Clause [4] above would apply) if the Purchaser/s neglect/s, omit/s, or fail/s to observe and/or perform the said terms and conditions and covenants for any reason whatsoever then in such an event, the Promoter shall be entitled after giving 1 (one) months' notice to remedy or rectify the default and in the event of the Purchaser/s failing to remedy or rectify the same within the said notice period, this Agreement shall be voidable at the option of the Promoter and in the event of the Promoter so treating this Agreement void, the provisions of Clause [4] above shall be applicable.

23.2. The Promoter shall not be liable to pay to the Purchaser/s herein any interest, compensation, damages, costs or otherwise in case of termination under Clause [4] or this Clause [23]. The residual balance amount after deducting amounts receivable by the Promoter from the Purchaser/s towards the termination as set out in Clause [4] shall be deemed to have been accepted by the Purchaser/s herein in full satisfaction of all his/hers/their claim under this Agreement and/or in respect of the said Unit, whether the Purchaser/s present/s the cheque/s for payment to his/her/their bankers or not.

23.3. The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Promoter/its transferee/s/allotted/s/nominee/s and/or otherwise in to upon the said Premises in such an event of termination.