Sr#	Final Agreement - Check points	Tick where done
1	Customer no.	1251463
2	Authorised Signatures Taken	✓
3	Original ESBR/photocopy attached, Simpler	✓
4	Thumb Impression available	✓
5	Photograph attached	✓
6	Correct POA is stamped and attached (if applicable)	✓
7	Full Agreement pages count	✓
8	Floor Plan attached	✓
9	I- Sarita done	✓
10	Check for RM/PI's signature	✓
11	Completeness of Agreement	✓
	Checked by – Field Coordinator's -Name & Signature	Shailesh More

5% Payment Schedule

Registration Checklist

Customer/s Details	
Customer No:	**1251463**
Primary Applicant's Name:	Komal Rander
Pan Card Number of the Primary applicant:	AVNPR5453L
Co-Applicant:	Sushila Rander
Pan Card Number of the Co applicant:	AVCPR0504K

Transaction details	
Booking Date:	16.11.2014
Possession Date:	28.02.2017
Consideration Value:	4374324 /-
Total amount paid to date:	218716/-
Amount Recd (% of CV)	5.00% 5% payment schedule
Stamp Duty Amount:	109500/-
Page Nos. Checked	NA
Total pages Annexure attached	NA
MVAT Amount	47392/-
MVAT Shortfall/excess? If yes, then amt	NA

Charges	
Civil Governance Charges: Applicable (Amt)	91827 /-
Legal Charges:	20000/-
Electricity and water connection charges:	27500/-
Pipe gas connection charges:	7500/-
Club membership charges:	126000/-
Infrastructure charges:	~~163944/-~~ NA
Formation of Ultimate organisation charges:	20000
Building Common Area Maintenance:	43497/-
Federation Common Area Maintenance:	NA
Provisional Property tax:	1288/-
Building protection deposit:	NA
Land & Property re-imbursement/assessment tax(PAT):	NA
Electricity Deposit Reimbursement Charges	3000
Club Usage Charges	45000

Project & Flat Details	
Project:	Lakeshore Green
Cluster/Building:	Casa Paseo/4
Wing & Flat No	G-1703
Saleable Area / Gross Weight:	828
Carpet Area:	537
Typology:	1 BHK Gold
Garden Area (where applicable):	NA
Parking - Type/ Number:	1 (Four Wheeler)

Requisition Prepared and Checked (Name & Signature)	**M-VAT Received status** (Name & Signature)
STEVEN GONSALVES	

Requisition & Checklist received by Regn Team (Name & Signature)	**Checklist's details -updated by Regn Team** (Name & Signature)

Agreement prepared by (Name & Signature)	**Checked by CC team** (Name & Signature)
	P. Shetty Kiran

Address:-E-58,Star Apartment, Shim Poli Naka,S.V. Road, Borivali (West) Mumbai-400092

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
ई-सुरक्षित बँक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

14055125722843

Bank/Branch: IBKL - 6910607/Marol Mumbai
Pmt Txn id : 53851456 Stationery No: 14055125722843
Pmt DtTime : 15-DEC-2014@17:04:16 Print DtTime : 15-Dec-2014@17:06:33
ChallanIdNo: 69103332014121551290 GRAS GRN : MH004482161201415S
District : 1201-THANE Office Name : IGR542-KLNS_KALYAN 5 JO

StDuty Schm: 0030046401-75/STAMP DUTY
StDuty Amt : R 1,09,500/- (Rs One, Zero Nine, Five Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees
RgnFee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)

Article : B25-Agreement to sell/Transfer/Assignment
Prop Mvblty: Immovable Consideration: R 43,74,324/-
Prop Descr : G 1703,CASA PASEO,LAKESHORE GREENS,Kalyan Shil Road,Dombivali,Dombivali E,Thane,Maharashtra,421203

Duty Payer: PAN-AVNPR5453L,Komal Rander
Other Party: PAN-AABCL2637A,Lodha Hi Rise Builders Pvt Ltd

Bank official1 Name & Signature

सागर हल्पाळ
Sagar Halyal
अधि. एन / EIN - 11447

आईडीबीआय बँक लि.
IDBI BANK LTD.
मरोळ ब्रांच
Marol Branch

JYOTI AGRAHARI
ASSISTANT MANAGER
EMP CODE :- 020172

Bank official2 Name & Signature

--- --- Space for customer/office use - - Please write below this line --- ---

e-SBTR IS VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT.

Scanned by CamScanner

ANNEXURE 2 - PERSONAL DETAILS AND PAYMENT DETAILS FORM FOR REGISTRATION

(Mandatory – to be filled in by the customer and sent back along with requisite stamp duty, MVAT payments)

Particulars	Your Personal Information as it appears in our Records	* Please specify if you wish to correct or update any information
Applicant(s) Name, Address, Contact No & Email-ID	Komal Rander Sushila Rander/~~Vikas Rander~~ E-58,Star Apartment, Shim Poli Naka,S.V. Road, Borivali (West) Mumbai - 400092 9930103991 vikasrander@gmail.com	
Pan No - Primary Applicant	AVNPR5453L	
Pan No - Co-Applicant	SUSHILA RANDER - AVCPR0504K	
Flat Details	CLUSTER - Paseo	
	WING - Wing G	
	UNIT NO - G-1703	

* Applicant(s) Name change is not allowed, this letter is for correction in spellings only

☑ **I would be making further payments through a bank loan**

Bank Name	:	ICICI
Sanctioned Amount	:	35,00,000/-
Sanction Letter Date	:	04/12/2014
Sanction Letter valid till	:	04/06/2015

I am not applying for a bank loan and would be making further payments through self contribution

I/We hereby confirm that the details provided by me are true and correct and the said details should be incorporated in my Agreement

Komal

Signature
Komal Rander

Sushila Rander

Sushila Rander/Vikas Rander

पावती

13 ,2015

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

पावती क्रं.: 465 दिनांक: 13/01/2015

नाचे नाव: खोणी
दस्तऐवजाचा अनुक्रमांक: कलन4-313-2015
दस्तऐवजाचा प्रकार : करारनामा
सादर करणाऱ्याचे नाव: कोमल रान्दड - -

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 2780.00
पृष्ठांची संख्या: 139	
एकूण:	रु. 32780.00

आपणास हा दस्तऐवज अंदाजे 11:16 AM ह्या वेळेस मिळेल आणि सोबत थंबनेल प्रत व CD घ्यावी.

Joint Sub Registrar Kalyan 4

सह-दुय्यम निबंधक कल्याण-४

बाजार मुल्य: रु.1789500 /- मोबदला: रु.4374324/-
भरलेले मुद्रांक शुल्क : रु. 219000/-

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004482161201415S दिनांक: 13/01/2015
बँकेचे नाव व पत्ता: IDBI
2) देयकाचा प्रकार: By Cash रक्कम: रु 2780/-

Passed
G-1703

338/313
Tuesday,January 13 ,2015
11:05 AM

पावती

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

पावती क्रं.: 465 दिनांक: 13/01/2015

गावाचे नाव: खोणी
दस्तऐवजाचा अनुक्रमांक: कलन4-313-2015
दस्तऐवजाचा प्रकार : करारनामा
सादर करणाऱ्याचे नाव: कोमल रान्दड - -

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 2780.00
पृष्ठांची संख्या: 139	
एकूण:	रु. 32780.00

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Regn.:39M

पावती क्रं.: 465 दिनांक: 13/01/2015

गावाचे नाव: खोणी
दस्तऐवजाचा अनुक्रमांक: कलन4-313-2015
दस्तऐवजाचा प्रकार : करारनामा
सादर करणाऱ्याचे नाव: कोमल रान्दड - -

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 2780.00
पृष्ठांची संख्या: 139	
एकूण:	रु. 32780.00

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Joint Sub Registrar Kalyan 4

सह-दुय्यम निबंधक कल्याण-४

बाजार मुल्य: रु.1789500 /-
भरलेले मुद्रांक शुल्क : रु. 219000/-
मोबदला: रु.4374324/-

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डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004482161201415S दिनांक: 13/01/2015
बँकेचे नाव व पत्ता: IDBI
2) देयकाचा प्रकार: By Cash रक्कम: रु 2780/-

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai 13th day of Jan 2015

Between

Lodha Hi-Rise Builders Private Limited, a Private Company registered under the Companies Act, 1956 having its registered office at 216, Shah & Nahar Estate, Dr. E. Moses Road, Worli, Mumbai – 400 018 hereinafter referred to as **"COMPANY"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include successors in title and assigns) of the **FIRST PART**

And

Palava Dwellers Private Limited (formerly known as Lodha Dwellers Private Limited – this change of name approved by Registrar of Companies on 6th May 2014), a Private Company registered under the Companies Act, 1956 having its registered office at 216, Shah & Nahar Estate, Dr. E. Moses Road, Worli, Mumbai – 400 018 hereinafter referred to as the "PDPL" or "Confirming Party" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include successors in title and assigns) of the **SECOND PART**

And

Komal Rander And Sushila Rander residing/having its address at **E-58, Star Apartment, Shim Poli Naka, S.V. Road, Borivali (West), Mumbai - 400092** and assessed to Income Tax under Permanent Account Number (PAN) **AVNPR5453L / AVCPR0504K** hereinafter referred to as **"THE PURCHASER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include (a) in case of an Individual, such individual's heirs, executors and administrators and permitted assigns; (b) In case of a Partnership Firm, the partners for the time being thereof, the survivors or the last survivors of them and legal heirs, executors, administrators of last survivor of them ; and his/her/their/its permitted assigns, and (c) In case of a Company/Society its successors and permitted assigns, and in all cases all persons claiming by under or through such Purchasers including his/her/their/its successors in interest) of the **THIRD PART.**

(The Company and the Purchaser are hereinafter individually referred to as **"Party"** and collectively referred to as **"Parties")**.

WHEREAS:-

A. By and pursuant to various registered deeds and documents, PDPL and Mahavir Build Estate Private Limited (**"MBEPL"**) are entitled to the ownership and development rights in respect of the Larger Property (as defined herein).

B. PDPL and MBEPL propose to develop the said Larger Property by constructing thereon the Project, one of them being on the Project Land/Property. In connection with the proposed development of the Larger Property, PDPL and MBEPL have laid out the Larger Property inter alia into various Project Lands.

C. By an Agreement to Lease (as defined herein) entered into between PDPL and MBEPL of the One Part and the Company of the Other Part, the Company has agreed and undertaken to develop and construct on the Property, the Buildings and upon completion of such development, PDPL and MBEPL have interalia agreed to grant to the Company or its nominee the lease of the said Property for a term of 99 years on the terms, covenants and conditions set out therein, some of which are set out in Annexure4 hereto. The chain of rights and title in respect of the said Property is set out in Annexure-1 hereto.

D. By letter dated 19th June, 2013, the Environmental Department has issued an environmental clearance to develop inter alia the said Larger Property by constructing Buildings thereon on the terms and conditions stated therein. Hereto annexed and collectively marked as **Annexure "5"**.

E. Pursuant to the said Environmental Clearance, the Maharashtra Pollution Control Board by its letter dated 20th January 2014 has granted consent to establish Phase – I on the Larger Property on terms and conditions stated therein. Hereto annexed and collectively marked as **Annexure "6"** is the copy of the said Environmental Clearance.

F. By an Order bearing Serial No. Revenue/K-1/T-7/VNVP/SR/39/2014 dated 28/03/2014 and on the terms and conditions set out therein, the

Collector of Thane and Competent Authority appointed under the Maharashtra Land Revenue Code, 1966 has in respect of the said Property granted permission for the Special Township Project for the development of a residential and commercial complex. Hereto annexed and marked as **Annexure "7"** is the copy of the said NA Order dated 28th March 2014.

G. The Company has engaged the services of Architects and Structural Engineer/s for the preparation of the Structural design and drawings thereof, and the construction of the said Building/s shall be under the professional supervision of the said Architect and the Structural Engineer as required under the bye-laws of the local authorities for the time being in force till the completion of the said building/s.

H. The copy of Certificate of Title issued by Advocate Pradip Garach showing the nature of the title of the Company to the said Property on which the said Building/s are to be constructed, copy of 7/12 Extract and the Plans and Specifications of the Units agreed to be purchased by the Purchaser approved by the concerned local authority are annexed hereto and marked **ANNEXURE "8", ANNEXURE "9" and ANNEXURE "10"** are all the Title Certificates for the same respectively.

I. The Purchaser has approached the Company and applied for allotment of the Unit (as defined herein) in the Building and the Company has agreed to allot the said Unit. Relying upon the said application and the representations, declarations and assurances made by both the Parties, to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Company has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Company the Unit at the consideration and on the terms and conditions hereinafter appearing.

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

1. **DEFINITION AND INTERPRETATION:-**

1.1 **"Agreement"** shall mean this Agreement together with the Schedules and Annexures hereto and any other deed and/or document(s) executed in pursuance hereof.

1.2 **"Agreement to Lease"** shall m ean the Agreement to Lease dated 6th December 2013 readwith First Supplemental Agreement dated 7th April 2014 and Second Supplemental Agreement dated 15th December 2014, as amended from time to time executed by PDPL **(formerly known as Lodha Dwellers Private Limited)** and MBEPL of One Part and the Company of the Other.

1.3 **"Approvals"** shall mean and include all licenses, permits, approvals, sanctions, consents obtained/to be obtained from granted/to be granted by the competent authorities in connection with the Property /Building/ Project /Unit and/or the development thereof including but not limited to plans, NA Orders, IOD, CC, OC and/or BCC.

1.4 **"Building CAM Charges"** shall mean the common area maintenance charges payable by the Purchaser for inter alia the maintenance of Unit / Building.

1.5 **"Building"** shall mean the multi-storied building consisting of upto 16 floors as defined in Annexure "2" to be/ being constructed by the Company on the Project No specified in Annexure 2 being constructed on the Project Land.

1.6 **"Building/s"** shall mean several multistoried buildings having several wings either residential or commercial, being or proposed to be constructed on the said Property including the said Building. The term Buildings shall also include all amenities, facilities, services, such other building or structures required to be provided by the Company hereunder.

1.7 **"CAM Commencement Date"** shall mean 30 (thirty) days after the Date of Offer of Possession (for fit outs) regardless of whether the Purchaser takes the Unit or not.

1.8 **"Carpet Area"** shall mean the carpet area of the Unit including all passages, decks, balconies, service slabs, cupboards, niches, elevation treatment and/or any other area which the Purchaser is exclusively entitled to use. Such carpet area is calculated on bare shell basis, prior to application of any finishes / finishing material and is subject to tolerance of +/- 2% on account of structural, design and construction variances.

1.9 "**City Management Company**" or "**CMC**" shall mean a nominee appointed to maintain, manage, service and supervise the infrastructure of the Larger Property including city management, civic governance city club house and the related infrastructure

1.10 **"CAM Charges"** shall mean the Civic Governance Charges and Building CAM Charges payable by the Purchaser inter alia for the maintenance of the Unit/Building/Project Land, but shall not include the Property Taxes, , city development charges and Other Charges

1.11 **"Common Areas and Amenities"** shall mean the common areas and amenities as are available to and /or in respect of the Unit/Building/Project, as the case may be and more particularly described in the Annexure "3" hereto.

1.12 **"Civic Governance Charges"** shall mean the common area maintenance charges payable by the Purchaser for maintenance of all Common Areas and Amenities in respect of the Unit / Building /Project, but shall not include the Building CAM Charges.

1.13 **"Date of Offer of Possession (for fit outs)"** shall mean the date as specified in Annexure 2 herein on which the Company shall endeavor to make available to the Purchaser the Unit for fit outs subject to the receipt by the Company of the Total consideration and all other taxes and charges payable under this Agreement. This shall be the date on which

the notice for readiness of the Unit for fit outs is issued by the Company plus 15 days.

1.14 **"Date of Offer of Possession"** shall mean the date on which the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation)

1.15 **"Larger Property"** shall mean various pieces and parcels of lands situate in Villages inter alia Khoni and Antrali , Taluka Kalyan and District Thane and owned by the PDPL and MBEPL.

1.16 **"Liquidated Damages"** shall mean an amount equivalent to 10% of the Total Consideration as defined under this Agreement plus applicable service tax.

1.17 **"Palava Smart Card"** shall mean prepaid card used as a sole mode of payment for Civic Governance Charges, utility bill payments and others charges in relation to the Project.

1.18 **"Project"** shall mean and include the proposed construction and development of a city known as "Palava" on the Larger Property.

1.19 **"Project Lands"** shall mean several pieces and parcels of lands) forming part of the Larger Property one of them being Project Land

1.20 **"Refund Amount"** shall mean the Total Consideration or part thereof paid by the Purchaser hereunder after deducting therefrom the Liquidated Damages and any other amount and dues payable by the Purchaser to the Company.

1.21 **"Other Charges"** shall mean the charges payable by the Purchaser set out in **Annexure "2"** 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.

1.22 **"The said Property" or "the Property" or "the Project Land"** shall mean the Project Land forming part of the Larger Property on which Project/Building is proposed to be developed alongwith Fixed FSI as more particularly described in Annexure 2 hereto.

1.23 **"Transfer"** shall mean the sale, transfer, assignment, directly or indirectly, to any third party of (i) the Unit or the interest therein and/or (ii) the benefit of this Agreement and/or (iii) (a) in case the Purchaser is a Company, directly or indirectly, (i) the change in control and/or (ii) Management and/or (iii) shareholding of not less than 25%, of the Company or its holding (b) in case the Purchaser is a Partnership Firm or an LLP, the change in constitution thereof. The term "Transfer" shall be construed liberally. It is however, clarified that the Transfer in favour of (i) a Relative (as defined under the Companies Act, 1956) or (ii) a

holding/subsidiary Company (subject to (iii) (a) above) shall not constitute Transfer of the Unit.

1.24 **"Total Consideration"** shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of Unit as set out in clause 5.1 below and in Annexure "2" hereto.

1.25 **"Ultimate Organization"** shall mean the society/company/ condominium to be formed in respect of the each Project on the respective Project Land.

1.26 **"Unit"** shall mean the Unit in the Building and the details thereof are given in Annexure "2" 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 re-enactment (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, re-enactment 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.

2.10 The Purchaser confirms and warrants that the Liquidated Damages is a genuine/pre-estimate of the loss or damage that is likely to be suffered by the Company on account of breach of the terms of this Agreement by the Purchaser. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Company, the ability or inability of the Company to resell the Unit, among others. The Purchaser waives his right to raise any objection to the payment or determination of liquidated damages in the manner and under the circumstances set out herein.

3. The contents hereof (including the recitals above) shall form part and parcel of this Agreement and shall be read in conjunction with this Agreement.

4. **DISCLOSURES AND TITLE**

4.1 The Purchaser hereby declares and confirms that prior to the execution of this Agreement, (i) the Company has made full and complete disclosure of the title to said Property, (ii) he has taken full, free and complete inspection of all the relevant documents and (iii) in relation to the Unit/Building/Property has satisfied himself of inter alia the following:-

a) Nature of the Company's right and title and all encumbrances.
b) The drawings, plans and specifications.
c) Nature and particulars of fixtures, fittings and amenities.
d) All particulars of designs and materials to be used in construction of the Unit and the Building.
e) The Approvals obtained and yet to be obtained.

4.2 The Purchaser is aware that Palava Dwellers Private Limited (Erstwhile Lodha Dwellers Private Limited) ("**PDPL**") and Mahavir Build Estate Private Limited ("**MBEPL**") is developing the Project on the Larger Property and that the Property is a part of the development of the said Project.

By an Agreement to Lease (as defined herein) entered into between PDPL and MBEPL of the One Part and the Company of the Other Part, the Company has agreed and undertaken to develop and construct on the Property the Buildings and upon completion of such development, PDPL and MBEPL have inter alia agreed to grant to the Company or its nominee the lease of the said Property for a term of 99 years on the terms, covenants and conditions set out therein, some of which are set out in Annexure4 hereto. PDPL is executing this Agreement at the request of the Company and this does not prejudice any rights of PDPL and PDPL takes no responsibility or obligation of any nature under this Agreement.

4.3 The Purchaser hereby declares and confirms that he/she/it has read and understood the relevant terms and conditions of the said Agreement to Lease, and said terms are more particularly set out in the **Annexure "4"** annexed hereto. The Purchaser hereby agrees and undertakes that **Annexure "4"** shall be binding on him and he shall comply the same and he waives all his right to challenge the same. The Purchaser further agrees and undertakes to cause the Ultimate Organization to comply with the terms and conditions as specified in **Annexure "4"** to this Agreement.

4.4 The Purchaser confirms that the Purchaser has after (i) reading and understanding all the terms and conditions set out in this Agreement and understood the mutual rights and obligations of the Parties to the Agreement and (ii) satisfying himself in all respects with regard to the title of the Company in respect of the said Project Land/Building/Unit and agreed to purchase the Unit and enter into and execute this Agreement. 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 queries raised by him with regard to the Unit/Building/Property/Project Lands and the terms hereof have been responded to by the Company. 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 Project Land/Building/Unit and the implication of the terms and conditions contained in this Agreement.

5. **AGREEMENT TO SELL AND CONSIDERATION**

5.1 The Purchaser hereby agrees to purchase/acquire from the Company and the Company hereby agrees to sell to the Purchaser, the Unit for an aggregate lump sum consideration of the Total Consideration set out in **Annexure "2"** hereto subject to the terms and conditions mentioned herein and/or the Approvals. The Total Consideration is exclusive of any sums or amounts including contribution, cess, levies, fees, deposits, CAM charges, Property Taxes, Other charges of any nature whatsoever as are or may be applicable and/or payable hereunder or in respect of the Unit or otherwise (present or future) and all such amounts shall be entirely borne and paid by the Purchaser on demand being raised by the Company.

5.2. The Total Consideration shall be paid in installments to the Company from time to time in the manner more particularly described in Annexure 2 hereto, time being of the essence. The Purchaser acknowledges that the 'Construction Progress Linked Payment Plan' offers several advantages to the Purchaser, including that the installment payments may become due later in time than as envisaged at the time of entering into this Agreement, if the relevant construction milestones are delayed. This significantly reduces the risk of the Purchaser as compared to the 'Time Linked Payment Plan' option and the Purchaser has entered into this Agreement after taking into account the advantages and risks of the 'Construction Progress Linked Payment Plan'. The Company has agreed to accept the aforesaid Total Consideration on the specific assurance of the Purchaser that the Purchaser:-

(i) shall make payment of the installments as stated in Annexure "2" hereto, without any delay or demur for any reason whatsoever and

(ii) shall observe all the covenants, obligations and restrictions stated in this Agreement and

(iii) Confirms that 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 and.

(iv) Waives his right to raise any objection or make any claims to the contrary in that regard.

5.3. It is clarified and the Purchaser accords his irrevocable consent to the Company to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner:

(i) **Firstly** towards any cheque bounce charges in case of dishonour of cheque or any other administrative expense incurred by us towards your booking

(ii) **Secondly,** towards interest as on date of delayed payments

(iii) **Thirdly,** towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and taxes payable in respect of the Unit;

(iv) **Fourthly,** towards outstanding dues including Total Consideration in respect of the Unit or under the Agreement

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 and binding upon the Company.

5.4. The project costing has been done on the basis of a foreign exchange rate of I USD = INR 60. In case there is a depreciation of the rupee above this, the first 5% increase shall be absorbed by the Company. Any cost increase till the Date of Offer of Possession (for Fit Outs) on account of rupee depreciation beyond this 5% limit, shall be borne by the Purchaser and shall become due simultaneously with the offer for possession for fit outs. The additional amount payable shall be calculated as follows:
Total Consideration x 10% x (applicable % depreciation of INR beyond assumed exchange rate – 5%)

5.5. The applicable % depreciation shall be based on the applicable exchange rate at the time of payment for various forex dependent items/services (which are directly paid in forex or whose INR pricing is significantly linked to forex movement). The said applicable % depreciation shall be certified by the Chartered Accountant of the Company and the Purchaser agrees that such calculation shall be binding on him and waives any right to raise a dispute in this regard. The Purchaser agrees and undertakes to pay such amounts to the Company within 7 (seven) days from the receipt of the demand in writing in that regard, time being of the essence. The Company confirms that such demand shall only be raised simultaneously with the offer for possession for fitouts.

6. **CONSTRUCTION AND DEVELOPMENT**

6.1 The Company shall, subject to the terms hereof, construct the Building in accordance with the approvals and/or plans, designs and specifications and amendments thereto as approved by the concerned local authority.

The Purchaser is aware that while the Company has obtained some of the Approvals certain other Approvals are awaited. 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 or make any claims, in that regard. Without prejudice to the aforesaid, the Purchaser hereby confirms that the Company shall be entitled to amend and modify the plans of the Project, the Buildings, the Building or the Unit, provided that such amendment/modification shall not result in reduction in the carpet area of the Unit. It is clarified that in the event, the final carpet area of the Unit is more than the Carpet Area agreed to be provided hereunder, the Purchaser agrees and undertakes to pay additional consideration to the Company for such excess area on pro rata basis, based on the Total Consideration stated in clause 5.1 hereinabove.

6.2 The Company reserves to itself, without any demur or objection of the Purchaser, the right to make additions, alteration/raise storeys, lay out further additional construction on the said Property until the formation of the Ultimate Organization. The Purchaser is aware that the Company is developing and constructing the Buildings on the said Property and may construct further upper floors on the Building and/or the Buildings on the said Property, as aforesaid, by using the available and/or acquired FSI/TDR/any other available means of development. The Purchaser hereby accords his unconditional and irrevocable consent to the Company for the construction of the Buildings and additional upper floors on the Building as aforesaid. The Purchaser shall not be entitled to any right on the balance/additional FSI on the Property. The Company shall be entitled to any increase in FSI or any other benefits and/or any additional FSI obtained on account of TDR. The Purchaser has no objection and undertakes not to raise any objection and the rights of the Purchaser to make any such claims and the rights if any in this regard are and shall be deemed to have been waived.

6.3 The Company, if permitted by the appropriate authorities, reserves to itself the right to transfer the construction permissible on the said Property or transfer to the said Property for construction permissible on any other property and lay out such construction accordingly at any time. The Purchaser hereby accords his irrevocable consent to the same and undertakes not to raise any objection to such construction by Company and waives his rights to raise such objection or make any claims in that regard.

6.4 The Company shall be at liberty and is entitled to complete any portion/floor/wing/part of the Building and apply for and obtain Part Occupation Certificate thereof, even though the Units do not have permanent electric and water connections provided by the Competent Authority. When offered, the Purchaser shall be obliged and undertakes to take the possession (for fit outs) of the Unit on the basis of such Part Occupation Certificate which relates to the Unit. In such an event, the Company shall, without any hindrance or objection by the Purchaser, be entitled to carry out by itself or through its contractors or otherwise the remaining work in respect of the Building and/or the Property even if the same causes any nuisance and annoyance to the Purchaser.

6.5 The Purchaser agrees that till such time that the conveyance of the said Buildings and the Lease in respect of the said Property in favour of the Ultimate Organizations is executed, the Company shall retain with itself all the rights on the terrace of the said Building either by themselves or through their nominee(s) or assignees as the case may be (including the right to exclusively commercially exploit the same including but not limited to installing antennae of various telecom and other service providers) and the Purchaser agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. Subject to the aforesaid, the Company shall be at absolute liberty to allot/assign the said right to such person/s in the manner as they may deem fit and proper.

7. SECURITIZATION OF THE TOTAL CONSIDERATION

The Purchaser hereby accords/grants his irrevocable consent to the Company to securitize the Total Consideration and/or part thereof and the amounts receivable by the Company hereunder and to assign to the banks / financial Institutions the right to directly receive from the Purchaser the Total Consideration / or part thereof. The Purchaser upon receipt of any such intimation in writing by the Company agrees and undertakes, to pay without any delay, demur, deduction or objection to such Bank / Financial Institutions, the Total Consideration or part thereof and/or the amounts payable herein. The Company covenants that the payment of such balance Total 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.

8. LOANS AGAINST THE UNIT

8.1 It is hereby expressly agreed that notwithstanding that the Purchaser approaches/has approached any Banks/Financial Institutions for availing of a loan in order to enable the Purchaser to make payment of the Total Consideration or part thereof in respect of the Unit to the Company and/or mortgaged/mortgages the Unit with such Banks/Financial Institutions (which is to be subject to issuance by the Company of a No-Objection Letter in favour of such Banks/Financial Institutions) for repayment of the loan amount, it shall be the sole and entire responsibility of the Purchaser to ensure that the timely payment of the Total Consideration or the part thereof and/or the amounts payable hereunder. Further, the Company shall not be liable or responsible for the repayment to such Banks/Financial Institutions of any such loan amount or any part thereof taken by the Purchaser. All costs in connection with the procurement of such loan and mortgage of the Unit and payment of charges to banks, institutions, shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts (including total consideration, contribution, CAM Charges, Property Tax, Other Charges, any other costs, expenses, penalties payable on or before the Date of Offer of Possession (for Fit Outs) payable hereunder have not been paid, the Company shall have a lien on the Unit to which the Purchaser has no

objection and hereby waives his right to raise any objection in that regard.

8.2 The Purchaser is hereby confirms and acknowledges that the Company and/or the Purchaser and/or the Ultimate Organization, as the case may be, shall not cause any mortgage/charge to be created in respect of the Unit after the Date of offer of possession of the Unit (for fit outs), without the prior written consent of the PDPL/MBEPL, which shall be granted subject to the payment to the PDPL/MBEPL of a sum equivalent to 10% of stamp duty/other government levy payable on the instrument of mortgage/charge.

8.3 The Purchaser hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser, subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Company and/or such Banks/Financial Institutions. The Company shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organization about the lien/charge of such Banks/Financial Institutions and the Company shall not be liable or responsible for the same in any manner whatsoever.

8.4 The Purchaser shall indemnify and keep indemnified the Company and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Company 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 Unit. .

9. **CAR PARKING**

The Purchaser is aware that as a part of the Building and as a common amenity, the Company is constructing multiple basements and multiple podiums which consist of several car parking spaces to be used by the purchasers of the units of the Building/s. At the request of the Purchaser, the Company hereby allocates to the Purchaser car parking spaces as set out in **Annexure -2** hereto (hereinafter referred to as **"the said Car Parking Spaces"**). The exact location of the Car Parking spaces allocated to the Purchaser shall be finalized by the Company at the time of handing over the possession of the Unit. The Purchaser is aware that the Company has in the like manner allocated and shall be allocating other car parking spaces to several purchasers of the units in the Building/s 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. It is clarified that the CMC shall be entitled to allocate the car parking spaces outside the Property to third parties, as per its discretion and the Purchaser has no objection to the same and waives its rights to raise any objection in this regards. The Purchaser hereby further warrants and confirms that the Purchaser shall, upon formation of the

Ultimate Organization and/or execution of Conveyance, as contemplated herein, cause such Ultimate Organization to confirm and ratify and shall not and/or shall cause the Ultimate Organization not to alter or change the allocation of car parking spaces in the manner allocated by the Company to the various purchasers (including the Purchaser herein) of the Unit in the Building.

10. **REGISTRATION**

It shall be the responsibility of the Purchaser to, immediately after the execution of this Agreement, at his own cost and expense, lodge the same for the registration with the Sub-Registrar of Assurances. The Purchaser shall forthwith inform the Company the serial number under which the same is lodged so as to enable the representative of the Company to attend the office of the Sub Registrar of Assurances and admit execution thereof. The Company may extend assistance/co-operation for the registration of this agreement, at the cost and expense of the Purchaser. However, the Company shall not be responsible or liable for any delay or default in such registration.

11. **FIT OUTS AND POSSESSION**

11.1 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 Company shall endeavor to provide the Unit to the Purchaser for fit outs on or before the date as set out in **Annexure "2"** hereto. The Company shall endeavor to make all necessary submissions to obtain the occupation certificate in respect of the Unit of the Building and make available the key Common Areas and Amenities in respect of the Building within a period of 1 (One) year from the Date of Offer of Possession (for Fit Outs) as set out in **Annexure "2"** hereto and this shall be deemed to be the final possession of the Unit.

11.2 The Company shall without being liable to the Purchaser, be entitled to a grace period of 1 (One) year beyond the aforesaid dates mentioned in the Clause 11.1. The date on which the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation) shall be deemed to be the "**Date of Offer of Possession**".

11.3 **Delay in handover of possession (for fitouts)** Subject to the provisions of Clause 11.5 hereof and the Purchaser having paid all the amounts due and payable hereunder, in the event the Company fails to offer the possession of the Unit (for fit outs) by the date stated in Annexure – 2 and the aforesaid grace period, then within 30 (thirty) days of expiry of such grace period, the Company shall inform the Purchaser the revised date by which the Unit is likely to be ready for being offered for possession for fit out. Upon expiry of such grace period, the Purchaser may elect to continue with this Agreement in which case, the date of offer of possession for fit outs mentioned in Annexure – 2 shall stand revised to and substituted by the revised date of offer of possession for fit outs as communicated by the Company. Alternatively, the Purchaser may by giving notice in writing elect to terminate this Agreement. Provided that such right to terminate shall be exercised by the Purchaser

within a period of 90 days from the expiry of the aforesaid grace period. In the event, the letter of termination is not received by the Company within the said period of 90 days or is received after the said period of 90 days, the Purchaser shall, without the Company being liable to the Purchaser, be deemed to have elected to continue with the Agreement to Sell and the Purchaser shall deemed to have waived his right to terminate this Agreement. In the event that the termination is done within 90 days from the expiry of the aforesaid grace period, the Company shall refund to the Purchaser the Total Consideration amount or part thereof paid by the Purchaser in 12 equal monthly installments through post dated cheques together with simple interest thereon at the rate of 12% per annum from the date of receipt of the Total Consideration or part thereof till repayment. The first monthly installment shall commence from the 13th month of the date of receipt of the said letter of termination and ending on the 24th month thereof.

11.4 **Due to regulatory and/or legal reasons, wing in which the unit is located is cancelled or construction activity in the said wing has to be stopped for a period exceeding 6 months**: Notwithstanding the provisions hereof, in the event the construction of any wing of the Building in which the Unit is located has been stopped for a period of more than 6 months due to regulatory and/or legal reason, either Party may, by giving notice in writing to the other, elect to terminate this Agreement. Provided that such right to terminate shall be exercised within 90 (Ninety) days of the Company intimating to the Purchaser the existence of the situation aforesaid. In the event of such termination, the Company shall be liable to refund to the Purchaser the Total Consideration or part thereof paid by the Purchaser in respect of the Unit in 12 (twelve) equal monthly installments through post dated cheques together with simple interest thereon at 12% per annum from the date of receipt of the Total Consideration or part thereof by the Company till the date of repayment. The first of such installment shall commence from the 13th month from the date of letter of termination till the 24th month thereof. In the event neither Party terminates this Agreement under this clause within the said period of 90 (Ninety) days, the Parties shall, without either party being liable to the other, be deemed to have agreed to continue with the Agreement and waived their right to terminate this Agreement except that the date of offer of possession of the Unit shall stand extended by the period during which the reasons aforesaid continue to exist.

11.5 Notwithstanding the provisions hereof, the Company shall without being liable to the Purchaser be entitled to reasonable extension of time for making available the Unit for fit out or completion of said Building beyond the aforesaid dates mentioned in Clauses 11.1 and 11.2, if the same is delayed for reasons beyond the control of the Company including on account of:-

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

(ii) Labour problems, shortage of water supply or electric power or by reason of any act of God, or

(iii) non delivery of possession is as a result of any notice, order, 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 or non-issuance or receipt of NOC's, Licenses, Occupation Certificate, Approvals 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 Company., or.

(iv) Economic Hardship.

(v) Delay in receipt of documents and/or Approvals.

11.6 The Purchaser shall take the Unit within 15 (fifteen) days of the Company giving written notice to the Purchaser intimating that the Unit is ready for fit out. In the event the Purchaser fails and /or neglects to take the Unit within the said period, the Purchaser shall in addition to the CAM Charges, be liable to pay to Company compensation calculated at the rate of Rs. 10/- per sq. ft of the carpet area per month or part thereof from the Date of Offer of Possession (for Fit-Outs) till such time the Purchaser takes the Unit. Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken the Unit 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 Unit from the expiry of 15 (fifteen) days from the Date of Notice of Possession (for Fit Outs).

12. **DEFECT LIABILITY**

If within a period of 12 (twelve) months from the Date of Offer of Possession (for Fit Outs) the Purchaser brings to the notice of the Company any defect in workmanship of the Unit or the material used thereon (wear and tear and misuse excluded), wherever possible, such defects (unless caused by or attributable to the Purchaser) shall be rectified by the Company at their own costs. In the case it is not possible to rectify such defects, and then the Purchaser shall be entitled to receive from the Company reasonable compensation for rectifying such defect, based on the estimated cost of rectifying such defect as may be determined by the Project Architect of the Company. Provided that the liability of the Company under this clause shall not exceed Rs.1,00,000/- (Rupees : One Lakhs only).

13. **SET OFF / ADJUSTMENT**

The Purchaser hereby grants to the Company the unequivocal and irrevocable consent to recover / set off / adjust the amounts payable by the Purchaser to the Company including the Total Consideration, the Other charges, interest and/or Liquidated Damages from the amounts if any. 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.

14. **ULTIMATE ORGANIZATION/ CONVEYANCE/ LEASE**

14.1 The Purchaser along with other purchasers of Units in the Buildings shall join in forming and registering the Ultimate Organization to be known by such name as the Company may in its sole discretion decide for this

purpose and from time to time sign and execute the application for registration and other papers and documents necessary for the formation and the registration of Ultimate Organization and duly fill in, sign and return to the Company within 7 (seven) days of the same being forwarded by the Company to the purchasers, so as to enable the Company to register the Ultimate Organization.

14.2 The Purchaser hereto agrees and confirms that the Unit situated on the Project Land shall be a part of the Project. The Purchaser hereto agrees and acknowledges that the Company shall as per its discretion form Utimate Orgnisation (s) in respect of each Project. The Company upon the completion of all the Buildings shall convey said Buildings and shall cause PDPL and/or MBEPL to assign leasehold rights vested in the Property in favour of the Ultimate Organization alongwith Fixed FSI, ("**Deed of Lease or the Deed of Assignment**"). Such Deed of Lease or the Deed of Assignment shall be executed at anytime after the operations of the Building are taken over by the Ultimate Organization and subject to the entire consideration and all outstanding dues being paid by each of the unit purchasers who have purchased a unit in the said Buildings. Any kind of aforesaid deed executed prior to the completion of the entire development on the said Property shall only be in relation to the structure of the Building along with the FSI consumed in such Building and subject to the right of the Company to dispose off any unsold flats,, if any and receipt of the entire consideration amount and outstanding dues from the flat purchasers and subject to the Annexure-4 annexed hereto and subject to the right of the PDPL and MBEPL to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of the government or local authority on the said Property and to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise. It is understood that there may be portions of the said Property which do not form part of the Project Land and such portion(s) of the said Property beyond the Project Land may be used for any purpose as permitted in the regulations/law by the Company and the Ultimate Organization shall have no claim or control over the same. The Purchaser hereby agrees and undertakes that the alongwith other unit holders shall be liable to pay the stamp duty, registration charges and all other levies including administrative expenses on the aforesaid Deed of Assignment/Deed of Lease or any kind of document whereby leasehold rights of the Project Land shall be transferred to the Ultimate Organization.

14.3 The Purchaser agrees and undertakes to cause the Ultimate Organization to ratify and confirm that the name of the Building and/or Ultimate Organization shall not be changed without the prior written consent of the Company. The Purchaser is also aware for various other buildings to be constructed on the said Property, various such ultimate organizations may be formed as per the terms decided between the Company and the purchasers in the said Buildings.

14.4 It is further clarified that save and except the rights agreed to be conferred upon the Purchaser and/or the Ultimate Organization, no other

rights are contemplated or intended or agreed to be conferred upon the Purchaser or the Ultimate Organization, in respect of the Unit, Building or the said Property and in this regard the Purchaser for himself, the Ultimate Organization, waives all his rights and claims and undertakes not to claim and cause the Ultimate Organization not to claim any such right in respect of Building or the said Property.

14.5 The Company hereby agrees that they shall before execution of a Deed of Conveyance in favour of the Ultimate Organization as contemplated herein, make full and true disclosure of the nature of the title to the said Property as well as encumbrances and/or claims, if any in/over the said Property. The Company shall, as far as practicable, ensure that upon such conveyance of the said Property in favour of the Ultimate Organization, is as far as practicable free from encumbrances. The Ultimate Organization shall bear and pay all out of pocket expenses including stamp duty and registration charges, if any and the professional fees of the advocates engaged for the aforesaid purpose.

15. **CITY MANAGEMENT COMPANY**

15.1 The Purchaser is aware that the Buildings and the Property shall form part of the Project. The Purchaser agrees and confirms that for the maintenance and management of the Building/Property/Project, the Common Areas and Amenities, the common areas and amenities of the Building/Property including the Club shall be undertaken by a CMC appointed by the Company.

15.2 The Purchaser hereby confirms and acknowledges that CMC shall form a governing council consisting of the following eminent individuals from various walks of life and representatives nominated by the unit owners.

i. Eminent individuals nominated by the Board of Directors of CMC – 5 individual.
ii. Representative of residential unit owners – 1 individual.
iii. Representative of commercial and other unit owners – 1 individual.
iv. Representative of the Company– 1 individual.
v. Joint representatives of PDPL and MBEPL – 1 individual.

15.3 The CMC shall formulate the rules and regulations in an endeavour to ensure that the habitants of the Project enjoy a safe, secure and hassle free lifestyle and the long term value of the Units/Building/Project is enhanced. The Purchaser hereto agrees and acknowledges that such rules and regulations shall be applicable to all residents / habitants / owners of units / land of the Project. The Purchaser hereto irrevocably agrees to abide by all such rules and regulations and shall not challenge any such rules and regulations. In case of any difference or disputes arising in relation to the interpretation of rules and regulations as well as compliance of the rules and regulations, the same shall be referred the CMC's governing council and its decision shall be final and binding on the parties concerned.

15.4 The Purchaser is aware that CMC shall be authorizing and entitled to charge, receive and collect from the respective Purchasers of the Units (including the Purchaser herein) and/or the Ultimate Organization the contributions, charges, city management charges, fees, cost and expenses, as may be required in relation to the development infrastructure, maintenance, management and supervision of the Project. 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.

15.5 The Purchaser agrees and undertakes to pay and shall cause the Ultimate Organisation to pay either PDPL and/or MBEPL or its nominee, as the case may be, city management charges, as per Annexure 2 as may be applicable. The Purchaser hereto agrees and acknowledges that such city management charges is subject to escalation by 10% every year. The Purchaser liability and responsibility to pay the city management charges in relation to a Unit shall commence as per the terms and conditions mentioned in the Agreement.

15.6 The Company may by itself or through one or more external nominee/s appointed by it undertake the maintenance, management, supervision and servicing of the common amenities and facilities as well as general management and supervision of the Project.

15.7 The Purchaser alongwith the other purchasers of the Units shall be entitled to avail of the services to be provided or arranged by or through the CMC at the cost charges that may be fixed by the CMC and in accordance with the terms and conditions imposed by CMC. All common costs, charges and expenses that may be claimed by the CMC shall be to the account of and borne by the Purchasers of the Unit and/or Units in the Building. These common costs shall be shared by all such purchasers on pro-rata basis determined by the Company and/or CMC, which determination shall be binding on the Purchaser.

15.8 The Purchaser agrees and undertakes to cause the Ultimate Organization to be bound by the rules and regulations that may be framed by the CMC from time to time. The Purchaser alongwith the other purchasers in the Building shall undertake and cause the Ultimate Organization to ratify the appointment of the CMC as aforesaid.

15.9 The Purchaser is aware that the Project seeks to provide a superior quality of services and facilities for its residents and for such purpose the Purchasers of the Units would be entitled to avail the same on payment of charges that may be payable . In this regard, the Company/CMC as the case may be has/shall enter into agreements with various third parties/operators/facility management companies ("**Service Providers**") in relation to the operation of certain facilities/amenities which are located in constructed spaces that have not been counted in FSI ("**FSI Free Constructed Spaces**") by the concerned authorities on account of such spaces facilitating the recreation/comfort of the purchasers. The terms of such arrangements shall be binding on the Purchaser and the Ultimate Organization, subject to the following restrictions:

i. Such FSI Free Constructed Spaces cannot be sold. The tenure for use of such FSI Free Constructed Spaces by the Service Providers shall not exceed 30 (thirty) years

ii. Upon formation of the Ultimate Organization, the Ultimate Organization shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.

iii. The Company shall be entitled to first recover the cost of inter alia fitouts, furnishings and equipment provided by the Company for such FSI Free Constructed Spaces, along with interest thereon @ 12% p.a. (calculated from date of investment till the date of repayment) from the profit share/revenue share/rent payable by the third parties/operators. Any amount from the profit share/revenue share/rent payable by the third parties/operators in excess of this shall be paid to the Ultimate Organization only and the Company shall not have any right in such amount.

iv. Any external members of such facility(ies) shall abide by the security, dress and behavorial guidelines that would apply to the residents of the Building.

15.10 The Purchaser is aware that the Company is not in the business of or providing services proposed to be provided by the CMC or through the CMC. The Company does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/ nominees appointed by CMC. The Parties hereto agree that the Company 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/ CMC.

16. **COMMON AREAS AND AMENITIES, RESTRICTED AREAS AND AMENITIES AND CLUB**

16.1 The Company shall make available the Common Areas and Amenities as set out in **Annexure "3"** hereto.

16.2 **Restricted Areas and Amenities**

Upon making full payment of all amounts due under this Agreement and completion of the Building, the Purchaser shall be entitled to use the facilities of the **"CLUB"**, which is proposed to be constructed on the portion of the said Property under the control of CMC or any other person nominated by the CMC. The number of club members permitted to use the Club is as stated in **Annexure 2** hereto. For any additional memberships, the same shall be permitted only if they are full-time members of the Unit and on payment of fees as may be decided by the CMC from time to time. Similarly, charges for any guests shall be determined by the CMC. 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"**. The Purchaser hereto is aware that the Company is constructing one or more club/s in the Property and the Purchaser shall have access only to the club/s in respect of his Building. The Purchaser undertakes to be bound by the rules framed by the CMC/Company with regard to the access 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 Unit in the Building and shall not be transferable in any manner to any third person or party whatsoever. In the event that the Unit in the Building 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 Unit. It is, however, clarified that the Company/Operator shall be entitled to grant membership rights to such other person(s) as they may deem fit to be and the Purchaser shall not be entitled to object to the same. 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 Unit is made available to the Purchaser for fit-outs, be obliged to and agrees to pay to the Company towards non-refundable club membership admission service/user fees the amount as set in **Annexure "2"** hereto in respect of the "Club" for a period of 60 months from the month the services of the Club are made available to the purchasers of the units in the Building. 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 Date of Offer of Possession (for fit outs), as specified by the Company, 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. The Purchaser is aware and agrees that the Club may be ready for use upto 12 month after Date of Offer of Possession and in the period between Date of Offer of Possession and opening of the club, the Purchaser shall be entitled to 10% discount/credit on the CAM charges.

16.3 The Company does not warrant or guarantee for use, performance or services otherwise provided by the operator of the Club. The Parties hereto agree that the Company 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.

17. CHARGES, PROPERTY TAXES AND EXPENSES

17.1 OTHER CHARGES

The Purchaser shall on or before the Date of Offer of Possession (for fit outs), in addition to the Total Consideration, when demanded pay to the Company the Other Charges set out in Annexure 2 hereto, CAM Charges, Property Tax . .

17.2 CAM CHARGES

17.2.1. The Purchaser shall pay the CAM Charges at the rate as set out in Annexure "2". These CAM Charges shall be estimated /calculated on the basis of the basis of 'costs incurred by the CMC' + 20% margin (excluding utility costs). The 'costs incurred by CMC' shall include all direct costs and indirect costs / overheads allocable to the providing of the CAM services for the said Building. However, the said CAM charges shall not include the cost associated with Diesel (or any other fuel) consumption and electricity/HVAC consumption within the Unit which shall be payable by the Purchaser on monthly basis based on actuals. Further, Property Taxes

shall not form part of the CAM charges and same shall be dealt with as per the Clause 17.3.

17.2.2. Thereafter the Purchaser shall be obliged to pay the respective CAM charges in advance on/before the 1st day of each quarter. The Purchaser shall be liable to pay interest at 18% p.a., quarterly compounded, for any delayed payment of CAM charges.

17.2.3. The CMC shall provide reconciliation of the expenses towards CAM charges on/before 30th June after the end of the relevant Financial Year and the Parties hereto covenant that any credit/debit thereto shall be settled on/before 30th August.

17.2.4. For the purposes of avoidance of doubt, it is clarified that the liability of the Purchaser to pay the CAM Charges shall commence from 30 (thirty) days after the Date of Offer of Possession (for fit outs), regardless of whether the Purchaser takes such possession (for fit outs) or not. Such date shall be referred to as "CAM Commencement Date". In such cases that the unit/s are sold after the Date of Offer of Possession (for fit outs), the CAM for the unit shall commence from the date of which the last installment of the consideration amount (excluding society, maintenance and equivalent charges) is payable as per the agreed terms of allotment plus 15 (fifteen) days.

17.2.5. The Purchaser is aware that the CAM charges stated hereinabove are provisional and based on estimates at the time of sales launch of the development. The said amount is subject to inflation increases as per market factors (currently estimated @ 7.5%-10% p.a.). Further, these charges are subject to the revision every 12 months after the Date of offer of Possession (fit outs) by 7.5%-10% p.a. In case the increase is to be higher than this amount, the same will have to be mutually agreed between the Purchaser and the CMC.

17.2.6. The Purchaser shall, on demand, make the payment of the estimated Building CAM charges for the first 18 (eighteen) months and estimated Civic Governance Charges for the first 60 months on or before the date of offer of the Unit for Fit Outs.

17.2.7. The Civic Governance Charges shall be payable from the CAM Commencement Date. The Civic Governance Charges shall continue to be payable by the Purchaser/Ultimate Organization to the Company, quarterly in advance, even after the management of the Building(s) is taken over by the Ultimate Organization. The right to set the Civic Governance Charges rests solely with the Company and is expected to increase at 7.5% per annum from the aforesaid estimate.

17.3 **PROPERTY TAXES**

17.3.1 The property tax, as may be determined and payable 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 30th April of each financial year, based on the estimate provided by the CMC, which shall provide the said

estimate on/before 15th April of the said financial year. The Purchaser shall be liable to pay interest at 18% p.a., quarterly compounded, 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.

17.3.2 The Property tax shall be collected on the basis of applicability from CAM Commencement Date (as defined herein). The actual amount of Property Tax payable shall be as per the demand(s) raised by the concerned authorities and upon receipt of such demand, the Company shall pay the amount collected from all the purchasers of the said wing/Building directly to the authorities and provide the receipt for the same to the Ultimate Organization. If there is any shortfall between the amount deposited with the Company by the Purchasers towards 'Property Tax' and the demand raised by the authorities ("**Shortfall Amount**"), the Company shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same to the Company is paid within 7 (seven) days of such intimation. The Company 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 Ultimate Organization at time of handover of the affairs of the Ultimate Organization to the Purchasers.

17.3.3 The Purchaser undertakes to make payment of the estimated property tax for the first 18 (eighteen) months simultaneously with the CAM Charges amount becoming payable as per the terms stated herein.

17.4. Any delay or default in payment of the said amounts under this Clause 17 shall constitute a breach of the terms of this Agreement and the Purchaser shall also be liable to pay interest thereon calculated at 18% per annum compounded quarterly.

17.5 The Company shall maintain a separate account in respect CAM Charges and Property Tax and shall utilize the amount only for the purposes for which they have been received

18. **TAXES AND LEVIES**

The Purchaser agrees that all levies, charges, cess taxes (direct or indirect), assignments of any nature whatsoever (present or future), 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, Other Charges in respect of the Unit or otherwise shall be solely and exclusively borne and paid by the Purchaser.

19. **INTEREST**

The Purchaser agrees to pay to the Company interest at 18 percent per annum, quarterly compounded, on all the amounts including the Total

Consideration or any part thereof, which become due and payable by the Purchaser under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser, till the date of realization of such payment. The Purchaser confirms that the payment of interest by the Purchaser shall be without prejudice to the rights and remedies of the Company and shall not constitute a waiver by the Company, unless specifically provided by the Company in writing The Purchaser confirms and accepts that the rate of interest prescribed in the Agreement is just and reasonable having regard to the huge costs involved in the procurement of the rights in respect of the Property, the development of the Property, the cost of the funds at which lenders generally provide funding to developers and/or the loss or damage likely to be caused on account of default/delay in payment of the amounts by the Purchaser hereunder. The Purchaser also confirms and agrees that the rate of interest payable by the Company upon refund of the Total Consideration or part thereof under Clauses 11 is just and proper having regard to the rate of interest at which the loans are made available by the Bank and Home Finance Companies to the individual purchasers for purchase of the units and the Purchaser waives his right to raise any objection or make claims to the contrary, in that regard.

20. **PURCHASER'S COVENANTS**

The Purchaser for himself with intention to bring all persons into whosoever hands the Unit may come, doth hereby covenants and undertakes to cause the Ultimate Organization to ensure that the Building/wing is kept in good condition after takeover of the affairs of the Building/wing by the said Ultimate Organization. Towards this end, following actions shall be taken by the Ultimate Organization and each purchaser agrees to ensure that the following are taken without delay or demur, for any reason whatsoever:

a. To maintain the Unit at the Purchaser's own cost in good tenantable repair and proper condition from the Date of Offer of Possession (for Fit Outs) and shall not do or suffer to be done anything in or to the Building in which the Unit is situated, or to the staircase or any passages in which Unit may be situated against the rules, regulations or bye-laws or concerned local or any other authority or change / alter or make addition in or to the Building in which the Unit is situated and the Unit itself or any part thereof.

b. The Building and/or Project name shall not be changed at any time by the Purchaser or the Ultimate Organization without the prior written consent of the Company. It is clarified that the name of the Ultimate Organization may bear the same name or any other name, however the name of Project and Building shall not be changed.

c. The Purchaser shall only upon obtaining and after receipt of the Occupation Certificate, use the Unit or any part thereof or permit the same to be used for purpose of residence and not for commercial use or as a guest house by whatsoever name or any other uses such as tuition, beauty parlour, consulting room, etc and shall use the Car Parking Space only for purpose of keeping or parking the Purchaser's own vehicle/s.

d. The Purchaser, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Company with such permission, approvals which would enable the Company to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law . The Purchaser 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 shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Company accepts no responsibility/liability in this regard. The Purchaser shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Company immediately and comply with necessary formalities if any under the applicable laws. The Company 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 Unit applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Purchaser only.

e. Not to store in the Unit any goods which are of hazardous, combustible or of dangerous nature so as to damage the construction or structure of the Building in which the Unit is situated or storing of such goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or likely to damage the staircases, common passages or any other structure of the Building in which the Unit is situated, including entrances of the Building in which the Unit is situated and in case any damage is caused to the Building in which the Unit is situated or the Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the Breach.

f. To carry at his own cost, all internal repairs and maintain the Unit in the same condition, state and order in which it was delivered by the Company to the Purchaser and shall not do or suffer to be done anything in or to the Building in which the Unit is situated which may be given as per the rules, regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for

the consequences thereof to the concerned local authority and / or other public authority.

g. Not to carry out any additions or alterations in the Unit and/or Building which affect the structure, façade and/or services of the units/wing (including but not limited to not making any change including but not limited to any additions/alterations leading to any change in total area of the Unit or to alter the windows and/or grills provided by the Company) and the Company shall not be responsible, if additions and alterations are done in the Unit and/or the Building by the Purchaser (or any agent thereto), in violation of building regulations.

h. Not to make any changes to the common area/lobby and structural changes in the Building. 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 Company as amended from time to time.

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

j. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the portion of the said Property and the Building in which the Unit is situated or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

k. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in the compound or any portion of the said Property and/or the Said Building in which the Unit is situated.

l. Ensure and cause the Ultimate Organization that the Building is painted once every 5 years from the Date of Offer of Possession (for fit outs) and kept in good and proper condition.

m. Not to put any wire, pipe, grill, plant, outside the Unit and not to dry any clothes and not to put any articles outside the Unit or the windows of the Unit or any storage in any area which is visible from the external facade of the building, save and except the utility area (if applicable as marked in the sale plan).

n. The Purchaser hereto agrees and understands that it is mandatory to procure a Palava Smart Card, since this card will be used for the sole mode of payment for Civic Governance Charges, utility bill

payments etc. The Purchaser hereto agrees and acknowledges that the Company has appointed various service providers for the issuance, maintenance, management, servicing, supervision and overall control of Palava Smart Card. The operation and management of Palava Smart Card shall be in accordance with the rules and regulations framed by the Company/ such service providers from time to time.

o. The Purchaser hereto agrees and acknowledges that as on the Date of Offer of Possession (for fit outs) the Palava Smart Card will be issued to the Purchaser and the Purchaser shall be required to sign necessary agreements/documentation with the service provider/Company in relation to the to maintain sufficient balance in relation to the Palava Smart Card, the Purchaser hereto agrees and acknowledges to abide by the same.

p. The Purchaser hereto agrees and acknowledges that Maharashtra State Electricity Distribution Co. Ltd (" **MSEDCL**") by itself or through its franchisee supply electricity for the entire Project and the electricity meters and payment of electricity charges shall be as per the terms and conditions prescribed by MSEDCL and the Purchaser hereto agrees to abide by the same.

q. 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 the Building is under construction. The Company shall provide photographic updates of the construction progress (quarterly or half-yearly basis). Further, the Purchaser shall also be given the opportunity for inspecting the Unit prior to taking possession (for fit outs).

r. 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 Units or terraces and the same are retained by the Company as restricted amenities. The Purchaser is aware that certain parts of the building shall be allocated for exclusive use of certain users/residents. The price of the Unit has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.

s. The Purchaser is aware that various purchasers have chosen to buy unit (s) in the development with the assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behavior. Similarly, the Company has agreed to sell this Unit 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 project and/or the Company 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.

t. To pay to the Company within 7 (seven) days of demand by the Company its share of security deposit demanded by concerned local authority or government or giving water, electricity or any other service connection to the Building in which the Unit is situated. To pay to the Company within 7 (seven) days of demand

by the Company, his share of HVAC and Diesel consumptions charges in the Unit which will be calculated on a prorata basis.

u. The Purchaser is aware that brickwork, plaster, flooring and painting, whether internal or external, may be initiated and demanded by the Company at any stage during the construction cycle. The Purchaser undertakes to make payment of the same as and when demanded.

v. To 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 Unit by the Purchaser viz user for any purposes other than for residential or otherwise.

w. The Purchaser acknowledges that as on the Date of Offer of Possession (for fit outs), works in the Unit shall be complete and the Unit shall have regular water and electricity supply, as well as lift access. There may be certain works which may be ongoing in the Building/development/Property at such time but all due care shall be taken to ensure that the fit outs of the Unit are not affected in any manner by such works. It is clarified that the Offer of Possession (for fit outs) entitles the Purchaser to carry on interior and other related works in the Unit but does not entitle the said Unit to be occupied till such time that the Occupation Certificate is received in relation to the said Unit.

x. The Purchaser shall not sell, lease, let, sub-let, transfer, assign or part with Purchaser's interest or benefit under this Agreement or part with the possession of the Unit, till such time that the occupation certificate/part occupation certificate of the Unit is received and all the amounts payable by the Purchaser are paid in full and final and the Purchaser is not in breach of any of the terms and conditions provided in this Agreement. The Purchaser hereto agrees and acknowledges that any such sale/transfer of the said Unit shall not be without the prior written consent of PDPL/MBEPL/Company (as the case may be), subject to (i) the intending purchaser not being of anti-social background (ii) the payment to the PDPL/MBEPL a sum equivalent to 1% of the market value of the said Unit prevalent at that time as prescribed by the relevant stamp duty authorities or 1% of the total value mentioned in the agreement/deed of transfer of such Unit to be executed between the Purchaser and the proposed transferee, whichever is higher and (iii) such conditions as PDPL/MBEPL may impose and (iv) subject to the proposed transferee/purchaser agreeing in writing in the form and manner as specified by the proposed transferee that he shall duly perform and discharge all the covenants and conditions of this Agreement, as may be applicable to the proposed transferee..

Any document for sale/transfer/lease etc which is entered into without obtaining written approval of the PDPL/MBEPL shall not be valid and not binding on the Company

The Purchaser shall not be entitled to give the Unit/s on leave and license basis only for residential purpose and not as a guest house or commercial use and subject to (i) taking a no-objection letter from the Company (ii) payment of an upfront processing fee as

specified by the Company (iii) such licensee agreeing in writing in the form and manner as specified by the Company that he shall duly perform and discharge all the covenants and conditions of this Agreement.

y. The Purchaser shall not interfere with or object to any construction of neighboring 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.

z. The Purchaser shall observe and perform all the rules and regulations or bye-laws (including operating standards) which the Ultimate Organization of the said Property may adopt at its inception and the additions, alterations or amendment thereof that may be made from time to time for the protection and maintenance of the Building and the Unit therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Ultimate Organization regarding the occupation and use of the Unit in the Building in accordance with the terms of this Agreement.

aa. The Purchaser agrees and acknowledges that the sample unit constructed by the Company and all furniture's, items, electronic goods, amenities etc. provided thereon are only the purpose of show casing the Unit and the Company is not liable/required to provide any furniture, items, electronic goods amenities etc. as displayed in the sample Unit, other than as expressly agreed by the Company under this Agreement.

bb. Until a Deed of Conveyance in favour of the Ultimate Organization is executed and the entire project is declared by the Company as completed, the Purchaser shall permit the Company and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the Unit, Building and Buildings or any part thereof to view and examine the state and condition thereof.

cc. The Purchaser shall be free to complete the fitout work of the Unit and complete all works required to make the Unit habitable/usable during the period after the Date of Offer of Possession (for Fit outs).

dd. In the event the electric meter of the Unit has not been installed by the Date of Offer of Possession (for Fit Outs), the Company shall be obliged to provide power supply to the Unit. The power supply will be in line with the supply generally provided by the electric distribution company in that area with regard to the duration and voltage. The Company and/or CMC and/or any nominee appointed by CMC will levy charges for metered electricity consumption as per the prevailing market rates or as determined by competent authority or any other competent authorities.

ee. The Company and/or CMC and/or any service provider appointed by CMC may water or gas supply for the Project and the Company and/or such service provider shall be entitled to decide the type

of meters and payment methodology that will be installed within the Project. The Purchaser hereto agrees and acknowledges that it has no objection to the same and waives all its rights to raise any objection.

ff. The Company and/or CMC and/or any service provider appointed by the Company/CMC shall be entitled to frame all the rules and regulations regarding the operations and management of water and gas supply in the Project including the units as well as the common areas. The Purchaser and/or the Ultimate Organization agrees to abide by all the rules and regulations as framed by such Company and/or CMC and/or any service provider appointed by CMC and such rules and regulations shall be final and binding on the Purchaser

gg. The Company and/or CMC and/or any service provider appointed by CMC will levy charges for metered water and gas consumption as per the prevailing market rates.

hh. The Purchaser agrees that the Company shall be entitled to construct the neighbouring buildings, premises etc with the Project resulting into obstruction of outside view, light, air, ventilation, noise pollution, any easementary rights of the Purchase or for any other reason whatsoever. The Purchaser has no objection to the same and waive all the rights to raise any objection.

ii. Notwithstanding anything contained herein, the Purchaser is aware that the Application Money I and the Application Money II duly paid by the Purchaser at that time of application for allotment of the said Unit, is a guarantee/security for the due performance of his/her contractual obligations under this Agreement and the Company is entitled to forfeit the full or part of the said the Application Money I and the Application Money II 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.

jj. The Purchaser confirms PDPL and/or MBEPL shall not be construed as a "promoter" for the purposes of the Maharashtra Ownership of Flats Act or as amended or substituted from time to time and Purchaser agrees not to make any claim against PDPL and/or Mahavir and hereby waives its right to make any claims in this regard.

kk. The Purchaser is aware that for buildings where construction has commenced and/or completed, all construction related dues need to be completed as demanded by the Company, 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.

ll. It is agreed that in the event that the Ultimate Organizations (if applicable) has been formed but there is/are unit/s in the Building that are not sold by the Company, till such time that such unsold unit/s is/are sold/leased, the property tax for such unsold units shall be payable by the Company as charged by the competent authorities and the common area maintenance charges shall be payable by the Company for such unsold units from the date of handover of the Ultimate Organization by the Company. It is hereby agreed by the Purchaser (and the Purchaser shall cause

the Ultimate Organization to agree and ratify) that the Company shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and/or create any right, title or interest in the unsold units without any consent/no-objection of any nature whatsoever in this regard from the Ultimate Organization and such purchaser of such unsold unit/s shall be and shall deemed to be a member of the Ultimate Organization. The Purchaser hereby agrees that it shall forthwith admit such units purchasers of the Company as their purchasers and/or shareholders and shall forthwith issue share certificates and other 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 unit/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 Ultimate Organization.

mm. The Purchaser hereto agrees and acknowledges that at the time of handover of the Ultimate Organization, the Company shall earmark certain parking spaces for use by such unsold flats and the Purchaser hereby agrees and shall cause the Ultimate Organization to ensure that these car parking spaces are kept available for use by the purchasers/occupants of the unsold flats.

nn. The Purchaser shall ensure that the key common areas of the Building viz. entrance lobby, garden & play areas, clubhouse (if applicable), temple (if applicable) are maintained to the highest standards with regular cleaning and maintenance. Refurnishing / major overhaul to be done every 5 years, starting from Date of offer for Possession (for fitouts).

oo. The Purchaser agrees not to install television antennas, radio transmitting and receiving antennas or satellite dishes without prior consent from the Company and/or the CMC. The Company shall appoint a nominee to provide cable/DTH service in the city at market competitive prices. The Purchaser agrees not to object at any time to the appointment of such nominee/s appointed for the management, operations, maintenance and overall control as aforesaid.

pp. The Purchaser agrees not to tamper the look of any of the common areas of the building like entrance lobby, lift lobby, lifts, etc in any way. The Purchaser agrees not to install any safety doors in their flat without prior consent from the Company and/or the Maintenance/Service Companies.

qq. The Purchaser shall not make or permit to be made any alterations/additions to the façade of the Building/wing and/or the structural elements of the Building/wing.

rr. In order to have adequate funds to meet these obligations, the Purchaser undertakes to pay and Ultimate Organization shall cause to collect a sum equivalent to minimum 10% of the monthly maintenance charges (excluding any government levies) as

'sinking fund' from each purchaser/member and the same shall be kept in a separate account which shall be used for undertaking major capital and/or renovation expenses related to the Building and its key common areas.

ss. The Purchaser undertakes to observe all other stipulations and rules which are provided herein in order to enable the Building/wing to be well maintained and enable all purchasers/members to enjoy the usage of these areas as originally designed.

tt. The Purchaser is aware that the Company/ PDPL and MBEPL are/shall be developing/constructing the Project/Palava City on the Project Lands/Larger Property. The Purchaser confirms that the Company/PDPL and/or MBEPL shall be entitled to develop the Larger Property/Project Lands in the manner they may deem fit and proper by constructing thereon one or more multi storied buildings. The Purchaser further confirms that the Company/PDPL/ MBEPL shall be entitled to alter/amend/modify the layout in respect of the Larger Property/Project Lands and hereby accords his irrevocable consent in that regard and undertakes not to raise any objection and waives his right to make any claims in that regard, provided that such alteration/modification shall not result in the carpet area of the Unit being reduced below the area of the Unit agreed to be sold hereunder. The Purchaser further undertakes not to raise any objection or to make any claim in relation to such development being carried out on the Project Lands/Larger Property and waives their right to raise such objection or to make claim in that regard.

uu. The Purchaser hereto agrees and acknowledges that PDPL 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 Project on the terms and conditions contained therein. CMC 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 Project and all residents/purchaser/societies/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.

vv. PDPL shall ensure that any share of revenue/profits paid by the third parties under such contracts are paid directly to CMC and are used for activities related to the development and upgradation of the Project and these monies are not used for any other purpose. PDPL shall make its best endeavors to ensure that the rates charged for such services are at par or below the rates charged for equivalent services in any city amongst the top 50 most livable cities in the world. Such contracts can be studied at the CMC office after giving notice of 5 business days The Purchaser has no objection to the above and waives all its/his/her rights to raise any objection.

21. **DEFAULT, TERMINATION AND LIQUIDATED DAMAGES**

21.1 If the customer is in default of any of his/her/its obligations under this agreement, including (but not limited to) making payment of all due amounts as per as per schedule stated in Annexure 2 (and interest thereon, if any) within 15 days of the date of the demand letter, the Purchaser shall be deemed to be in default. In the event of such default, the Company shall issue notice to the Purchaser of such default and the Purchaser shall be provided with a further period of 15 days from the date of such notice to cure the said default. In the event that the Purchaser fails to to cure such default within 15 days from the date of notice of such default (or such default is not capable of being rectified), the Company shall have the option to terminate this agreement by sending a termination letter by Regd AD/Speed Post. On such termination, the following shall apply:

a. The allotment/booking/agreement for the said unit(s) shall stand immediately terminated and the Purchaser shall have no right whatsoever with respect to the said unit(s), save and except the right to receive refund of amounts as per b. below.

b. All amounts paid to the Company by the Purchaser (excluding interest) shall be refunded, after deducting an amount equal to 10% of the value of the consideration for the unit(s) + applicable government levies thereon (if any). The said refund shall be made through Post-dated cheques (PDCs) in 12 equal monthly installments. The first such installment shall commence from the 13th month of the date of the letter of termination till the 24th month thereof. The Purchaser can collect the said cheques at any time from the Company after giving notice by email / letter of atleast 3 working days.

22. **MISCELLANEOUS**

22.1 Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Unit or of the said Property and Building or any part thereof. The Purchaser shall have no claim with regards to all the open spaces, parking spaces, lobbies, staircase, terraces, gardens attached to the other Units recreation spaces etc., save and except in respect of the Unit hereby agreed to be sold to him/her/them as set out herein.

22.2 All Notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers by Registered Post A.D. / Under Certification of Posting at the address specified in **Annexure "2"** hereto.

23. **DISPUTE RESOLUTION AND GOVERNING LAW**

23.1 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.

23.2 If the dispute or difference cannot be resolved within a period of 7 (seven) days, from the notice by the aggrieved Party under sub clause

23.1 above, then the dispute shall be referred to Arbitration. 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 Arbitration shall be conducted by a Sole Arbitrator who shall be appointed by the Company.

23.3 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.

23.4 This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.

23.5 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.

24. **SEVERABILITY**

24.1 If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction or any other jurisdiction of any other provisions of this Agreement or the legality, validity or enforceability under the law and all other provisions of the Agreement shall survive.

24.2 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.

25. **WAIVER**

Any delay tolerated or indulgence shown by the Company 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 Company shall not be construed as waiver on the part of the Company 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 Company.

26. **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 Company in any documents, brochures, advertisements, hoardings, etc. and/or through any other medium hereinbefore agreed upon between the Company 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.

27. **CORRESPONDENCE**

All correspondence including emails should carry the customer ID quoted in Annexure 2 hereto in following manner "CI: xxxxxxx". Any correspondence not mentioning the customer ID shall be deemed to be non-est/null and void.

28. **CONFIDENTIALITY**

28.1 The Purchaser hereto agree that all the information, documents etc exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof (**"Confidential Information"**) is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written consent of the Company. The confidentiality obligations under this Clause shall survive even after handing over of the Unit and is legally binding on the Purchaser and shall always be in full force and effect.

28.2 The Purchaser shall not make any public announcement regarding this Agreement without prior consent of the Company.

28.3 Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:-

a) such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating organization or other recognized investment exchange having jurisdiction over the Parties; or

b) such disclosure is required in connection with any litigation; or

c) such information has entered the public domain other than by a breach of the Agreement.

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

SIGNED AND DELIVERED
Lodha Hi-Rise Builders Private Limited
Through Mr. Maninder Chhabra (POA)
The Builder/Promoter above named
Is hereunto affixed pursuant to
through the hands of Constituted Attorney
of Builder/Promoter vide Power of Attorney
dated _____
on ____ day of _____ 201__
In the presence of:
1. _____
2. _____

SIGNED AND DELIVERED
Palava Dwellers Private Limited
The Confirming Party above named
Is hereunto affixed pursuant to
through the hands of Constituted Attorney
of Builder/Promoter vide Power of Attorney
dated _____
on ____ day of _____ 201__
In the presence of:
1. _____
2. _____

SIGNED AND DELIVERED
By the within named Purchaser
Komal Rander And
Sushila Rander

In the presence of:
1. _____
2. _____

RECEIVED on the day and year first
hereinabove written of and from the
Withinnamed Purchaser the sum of
Rs. 2,18,716/- (Rupees Two Lakhs Eighteen Thousand Seven Hundred Sixteen Only)
Being the amount to be paid by the
Purchaser on execution of these
Presents to us by Cheque No. **96065, NEFT**
Dated **16.11.2014, 08.12.2014, 09.12.2014, 12.12.2014**
Drawn on _____

Rs. 2,18,716/-

WE SAY RECEIVED

FOR Lodha Hi-Rise Builders Private Limited

AUTHORIZED SIGANTORY

WITNESSES:-
1.
2.

Annexure "1"

A. CHAIN OF TITLE:

1. The said landholders mentioned in Column "A" of the Schedule of the Certificate of Title dated 12th March 2014 have either sold and conveyed their respective right, title and interest in their respective land to Palava Dwellers Private Limited (Erstwhile Lodha Dwellers Private Limited) and Mahavir Build Estate Private Limited, the details whereof are reflected in Column "F" of the Schedule of the said/attached title report hereunder written under their various registered Conveyances as reflected in Column "F" of the Schedule of the said/attached title report.

2. By an Agreement dated 6th December 2013 executed by Palava Dwellers Private Limited (Erstwhile Lodha Dwellers Private Limited) and Mahavir Build Estate Private Limited as the Licensor of the One Part and Lodha Hi-Rise Builders Private Limited as the Licensee of the Other Part whereunder the Licensor has granted to Licensee the license to enter upon the said Project Land (more particularly described in the First Schedule of the said Agreement) and carry out development thereon by constructing buildings on terms, covenants and conditions therein which inter alia includes right to deal with and dispose of constructed premises in such buildings constructed on the said Project Land.

Annexure "5"

ENCUMBRANCES

1. Vide a Mortgage deed dated 29th March 2014 registered with Sub-Registrar of Assurances – Kalyan, under serial No. KLN – 5- 1570-2014 on 29th March 2014 read with the rectification/confirmation dated 15th April 2014 registered with Sub- Registrar of Assurances – Kalyan, under serial No. KLN – 3 - 1582-2014 on 15th April 2014, the Company, PDPL and MBEPL have created charge inter alia on the Project Land in favour of the Security Trustee i.e. IDBI Trusteeship Services Limited on the terms and conditions stated therein.

2. This Annexure shall form an integral part of the Agreement.

Annexure - 2

(I) **Customer Id** : **1251463**

(II) **Unit**

I.	Unit	:	**G-1703**
II.	Floor	:	**17th**
III.	Type of Unit	:	**1 BHK Gold**
IV.	Carpet Area	:	**537 sq. ft.**
V.	Car Parking Spaces	:	**1 (Four Wheeler)**

(III) **Project Name** : **LAKESHORE GREENS**

(IV) **Project No** : **4**

(V) **Building** : **Casa Paseo**

(VI) **Description of the property** :

BLOCK	SR NO.	AREA	VILLAGE	FSI IN SQ.M.	Nos Of Bldg
CASA PASEO PROJECT 4	150/1	45.19	KHONI		
	242/6D	264.78	HEDUTANE		
	150/2A	6538.40	KHONI		
	242/8C	2089.96	HEDUTANE		
	94/1	125.00	KHONI		
	94/2	1087.01	KHONI		
	94/3	117.69	KHONI		
	94/4	523.47	KHONI		
	150/2B	207.75	KHONI		
	TOTAL	**10999.25**		41594.33	9

(VII) **Total Consideration is Rs. 43,74,324/-**

(VIII) **Payment Schedule**

Payment Schedule	
Application money-1	**Rs. 27,000/-**
Application money-2	**Rs. 1,91,716/-**
Application Money 3	**Rs. 6,56,149/-**
Footing	**Rs. 5,68,662/-**
Plinth	**Rs. 4,15,561/-**
RCC work for Level 1	**Rs. 2,40,588/-**
RCC work for Level 3	**Rs. 2,40,588/-**
RCC work for Level 5	**Rs. 2,40,588/-**
RCC work for Level 7	**Rs. 2,18,716/-**
RCC work for Level 9	**Rs. 2,40,588/-**
RCC work for Level 10	**Rs. 2,18,716/-**
RCC work for Level 12	**Rs. 2,40,588/-**
RCC work for Level 14	**Rs. 2,18,716/-**
RCC work for Level 16	**Rs. 2,18,716/-**
Block work	**Rs. 1,09,358/-**
External Painting	**Rs. 87,486/-**
Fit- Outs	**Rs. 2,40,588/-**

For buildings where construction has commenced and/or completed, all construction related dues need to be completed as demanded

(IX) **Date of offer of possession (for Fit-Outs): 28th February 2017**

(X) **Address of Purchaser for Notices:**

E-58, Star Apartment, Shim Poli Naka, S.V. Road,
Borivali (West), Mumbai - 400092

(XI) **ADDITIONAL CHARGES (Payable on or before the Date of Offer of Possession (for Fit Outs)*:**

(I) Share Application Money and application entrance fee of the Ultimate Organization as specified by the Company.

(II) **Rs. 20,000/- (Rupees Twenty Thousand Only)** towards expenses towards Legal Charges.

(III) **Rs. 27,500/- (Rupees Twenty Seven Thousand Five Hundred Only)** towards utility connection & distribution expenses i.e. towards electric connection, water connection, transformer, cable laying, and other related charges.

(IV) **Rs. 7,500/- (Rupees Seven Thousand Five Hundred Only)** towards pipe laying charges/pipe gas connection charges.

(V) **Rs. 1,26,000/- (Rupees One Lakh Twenty Six Thousand Only)** towards Club Membership Fees, on or before the Fit Out date and the number members eligible for same shall be as under and MVAT and Service Tax shall be extra as applicable.

	No. of club members covered by the standard fee
1 BHK	4
2 BHK	5
3 BHK	5
4 BHK or larger	6

*MVAT and Service Tax will be extra as applicable

(VI) **Rs. NA /- (Rupees NA only)** towards Infrastructure charges.

(XII) **CHARGES LINKED TO SOCIETY & MAINTENANCE:**

(1) **Rs. 20,000/- (Rupees Twenty Thousand Only)** towards formation and registration of the Ultimate Organization.

(2) **Rs. 43,497/- (Rupees Forty Three Thousand Four Hundred Ninety Seven Only)** towards provisional CAM Charges @ Rs. [4.5] per sq. ft. of carpet area of the unit, for the period of 18 months from the intimation of Date of offer of Possession (for fit outs).

(3) **Rs. 91,827/- (Rupees Ninety One Thousand Eight Hundred Twenty Seven Only)** towards provisional Civic Governance Charges @ Rs. [2.8] per sq. ft. of carpet area of the unit, for the period of 60 months from the intimation of Date of offer of Possession (for fit outs).

(XIII) <u>PROVISIONAL PROPERTY TAX (Payable on or before the Date of Offer of Possession (for Fit Outs):</u>

Rs. 1,288/- (Rupees One Thousand Two Hundred Eighty Eight Only) towards provisional Property Tax in respect of the Unit for a period of 18 months from the Date of offer of Possession (for fit outs).

(XIV) Electricity Deposit Reimbursement (Payable on or before the Date of Offer of Possession (for Fit outs):

Rs. 3,000/- (Rupees Three Thousand Only) towards provisional amount of reimbursement of deposit paid to electricity supply company on Purchaser's behalf. Said amount shall stand transferred to Purchaser's benefit when meter is transferred to Purchaser's name

(XV) Club Usage Charges (Payable on or before the Date of Offer of Possession (for Fit outs):

Rs. 45,000/- (Rupees Forty Five Thousand Only) towards Club Usage Charges for a period of [18] months from Date of Offer of Possession (for Fit outs)

Annexure "3" *

Common Area and Amenities List

Key Amenities*:

I Amenities for 1 BHK Gold Residences (1st to 16th Floor):

- **Amenities for each building:**
  - Automatic elevators
  - High quality vitrified tiles for floor lobby.
  - Entrance lobby with imported Marbltal flooring.
  - Entrance ramp for easy access for physically challenged.
  - Automated swipe card access to building
  - CCTV monitoring of entrance lobby

- **Amenities inside each apartment:**
  - Imported Mabital Flooring for Living/dining & passage.
  - Imported Wooden flooring in bedroom
  - Premium vitrified tiles in kitchen.
  - High quality vitrified tiles in toilets.
  - Bathrooms with Jaquar* fittings & imported sanitary ware
  - Kitchen finished with Granite Platform, stainless steel sink; piped gas connection**.
  - Separate utility area in each apartment.
  - Separate wardrobe area in bedroom.
  - Spacious double height terrace in each apartment.
  - Provision for one telephone point in each apartment.
  - Advanced Fibre technology provision with access for high speed internet.
  - Intercom
  - Air-conditioned master bedroom with split air-conditioner.

* Or equivalent

** Subject to connection being provided by MGL

II Amenities for 2 BHK Optima Gold Residences (1st to 16th Floor):

- **Amenities for each building:**
  - Automatic elevators
  - High quality vitrified tiles for floor lobby.
  - Entrance lobby with imported Marbltal flooring.
  - Entrance ramp for easy access for physically challenged.
  - Automated swipe card access to building
  - CCTV monitoring of entrance lobby

- **Amenities inside each apartment:**

  - Imported Mabital Flooring for Living/dining & passage.
  - Imported Wooden flooring in bedrooms
  - Premium vitrified tiles in kitchen.
  - High quality vitrified tiles in toilets.
  - Bathrooms with Jaquar* fittings & imported sanitary ware
  - Kitchen finished with Granite Platform, stainless steel sink; piped gas connection**.
  - Separate utility area in each apartment.
  - Separate wardrobe area in bedroom.
  - Separate store area in each apartment.
  - Separate Pooja space in each apartment
  - Spacious double height terrace in each apartment.
  - Provision for one telephone point in each apartment.
  - Advanced Fibre technology provision with access for high speed internet.
  - Intercom
  - Air-conditioned master bedroom with split air-conditioner.

* Or equivalent

** Subject to connection being provided by MGL

III Amenities for 2 BHK Platinum Residences (1st to 16th Floor):

- **Amenities for each building:**

  - Automatic elevators
  - High quality vitrified tiles for floor lobby.
  - Entrance lobby with imported Marbltal flooring.
  - Entrance ramp for easy access for physically challenged.
  - Automated swipe card access to building
  - CCTV monitoring of entrance lobby

- **Amenities inside each apartment:**

  - Imported Mabital Flooring for Living/dining & passage.
  - Imported Wooden flooring in bedrooms
  - Premium vitrified tiles in kitchen.
  - High quality vitrified tiles in toilets.
  - Bathrooms with Jaquar* fittings & imported sanitary ware
  - Kitchen finished with Granite Platform, stainless steel sink; piped gas connection**.
  - Separate utility area in each apartment.
  - Separate wardrobe area in bedrooms.
  - Separate store area in selected apartments.

- Separate Pooja area in selected apartments.
- Selected apartments with entrance foyer.
- Spacious double height terrace in each apartment.
- Provision for one telephone point in each apartment.
- Advanced Fibre technology provision with access for high speed internet.
- Video Door Phone
- Fully Air-conditioned apartment^ with split air-conditioner.

* Or equivalent

** Subject to connection being provided by MGL

^ Except kitchen, toilets and utility/service/servant areas.

IV Amenities for 3 BHK Platinum Residences (1st to 16th Floor):

- **Amenities for each building:**

  - Automatic elevators
  - High quality vitrified tiles for floor lobby.
  - Entrance lobby with imported Marbital flooring.
  - Entrance ramp for easy access for physically challenged.
  - Automated swipe card access to building
  - CCTV monitoring of entrance lobby

- **Amenities inside each apartment:**

  - Imported Mabital Flooring for Living/dining & passage.
  - Imported Wooden flooring in bedrooms
  - Premium vitrified tiles in kitchen.
  - High quality vitrified tiles in toilets.
  - Bathrooms with Jaquar* fittings & imported sanitary ware
  - Kitchen finished with Granite Platform, stainless steel sink; piped gas connection**.
  - Separate utility area in each apartment.
  - Separate wardrobe area in bedrooms.
  - Separate store area in each apartment.
  - Separate Pooja area in each apartment.
  - Selected apartments with entrance foyer.
  - Spacious double height terrace in each apartment.
  - Provision for one telephone point in each apartment.
  - Advanced Fibre technology provision with access for high speed internet.
  - Video Door Phone
  - Fully Air-conditioned apartment^ with split air-conditioner.

Common Areas and Amenities for the Project

All amenities below shall be maintained, owned/controlled by CMC or specialist operators as per the terms & conditions of the arrangements/agreements with them:

- Club house
- School
- Neighbourhood green
- Lakeside plaza
- Riverside promenade
- Central park
- Central club house
- Sports centre with facilities for swimming,cricket,football,tennis,badminton
- University
- Performing centre for Art and Culture
- Retail outlets
- Hospital
- Religious buildings / Temple
- Parking buildings
- City Management office
- Police station
- Fire station

* Or equivalent

** Subject to connection being provided by MGL

^ Except kitchen, toilets and utility/service/servant areas.

*All brands mentioned herein are subject to replacement by equivalent brand at the discretion of the Project Architect.

ANNEXURE 4.

1. The Purchaser hereby agrees and acknowledges that PDPL and MBEPL have granted a license to the Company to enter upon, use and occupy the Property and to construct the Buildingsas per the Agreement to Lease. Upon completion of construction and development of the Buildings on the Property, PDPL and MBEPL shall execute and register a lease in favour of the Company ("**Lease Deed**") for the period of 99 years ("**Term**").
2. In furtherance to the above, the Purchaser hereto agrees and acknowledges that prior to execution of the aforesaid Lease Deed, the Company has been granted the license to enter upon the Property by the PDPL and MBEPL to construct the Buildings thereon under the Agreement to Lease.
3. The Purchaser is aware that and it/he/she hereby confirms and acknowledges that the Company shall be solely responsible to discharge its obligations under the provisions of the Agreement to Sell with respect to the Units.
4. The Purchaser is aware that and it/he/she hereby confirms and acknowledges that the Company shall develop and construct the internal roads, facilities and amenities within the Property for the purpose of enjoyment and use of the Purchasers and the Ultimate Organisation.
5. Notwithstanding anything to the contrary contained herein, the Agreements to Sell/leave and license agreements or any other document relating to the Property, Buildings and/or the Units therein, PDPL and MBEPL shall not be responsible for and shall have no liability to the Company or any other individual or entity, including the Purchasers, for any liabilities of the Company including design, construction, repair, operation means, methods, techniques, sequences and procedures, or for security or safety precautions and programs, with respect to the Property and Buildings but not limited to.
6. The Purchaser is aware that and it/he/she hereby confirms and acknowledges that and it/he/she agrees and undertakes to cause the Ultimate Organisation, as the case be, to agree that the following rights in respect of the said Larger Property (including the said Property) shall always be retained and reserved by PDPL and MBEPL:
   a) Except for the license granted for construction of the Buildings and to obtain lease of Property upon completion of construction of the Buildings in the manner contemplated hereunder, the Company and/or Purchaser and/or the Ultimate Organisation shall not have and undertakes not to claim and right, title or interest of any nature whatsoever in respect of the Larger Property.
   b) The Excess FSI whether now available or in future (due to change in Applicable Law or otherwise) shall at all times exclusively and absolutely belong to PDPL and MBEPL, as the case may be. The Company and/or Purchaser and/or the Ultimate Organisation shall not be entitled to claim or utilize the benefit of such Excess FSI.

c) PDPL and MBEPL shall be entitled to utilize the excess FSI apart from the FSI granted under the Lease Deed contemplated hereinabove by carrying on construction or developing the Larger Property or assigning or disposing of the same in the manner PDPL and MBEPL may deem fit and proper. The Company and/or Purchaser and/or the Ultimate Organisation confirms and undertakes to cause its nominees/assignees not to prevent or cause obstruction or raise any objection to such development or construction which relates to excess FSI and waives their respective rights to make any claims in that regard.

d) Without any demur or objection or intimation or consent of the Company and/or Purchaser and/or the Ultimate Organisation, PDPL and MBEPL shall have the right to lay out further additional construction or modify, amend or alter the plans/layout on the said Larger Property and the Company and/or Purchaser and/or the Ultimate Organisation hereby accords its unconditional and irrevocable consent to PDPL and MBEPL in this regard and undertakes not to raise any objection for the same and the rights of the Company and/or Purchaser and/or the Ultimate Organisation to make any such claims and the rights if any in this regard are and shall be deemed to have been waived.

7. The Purchaser is aware that and he/she/it hereby confirms and acknowledges that PDPL and MBEPL shall have the option, but shall not be bound, to maintain the open spaces within the Property. In the event PDPL and MBEPL exercises the option to maintain the open spaces within the Property, the Company and/or Purchaser and/or the Ultimate Organisation agrees and undertakes to pay to PDPL and MBEPL or its nominee, in addition to the Civic Governance Charges a provisional amount towards maintenance charges equal to 15% of the applicable CAM Charges. Accordingly, the Company and/or Purchaser and/or the Ultimate Organisation agrees that the design of the open spaces in the Larger Property including and changes thereto shall require the prior written consent of PDPL and MBEPL and shall be subject to such terms and conditions as may be specified by PDPL and MBEPL. In the event that the Company and/or Purchaser and/or the Ultimate Organisation fail to take the prior written approval of PDPL and MBEPL and/or construct/develop the open spaces not in accordance with the design requirements as specified by PDPL and MBEPL, then without prejudice to the rights and remedies of the Lessor, the same shall constitute a default under the Agreement to Lease as well as the lease deed contemplated hereinabove and PDPL and MBEPL shall be entitled to make such changes in the open spaces at the risk and costs of the Company and/or Purchaser and/or the Ultimate Organisation in the interest of development of the Project.

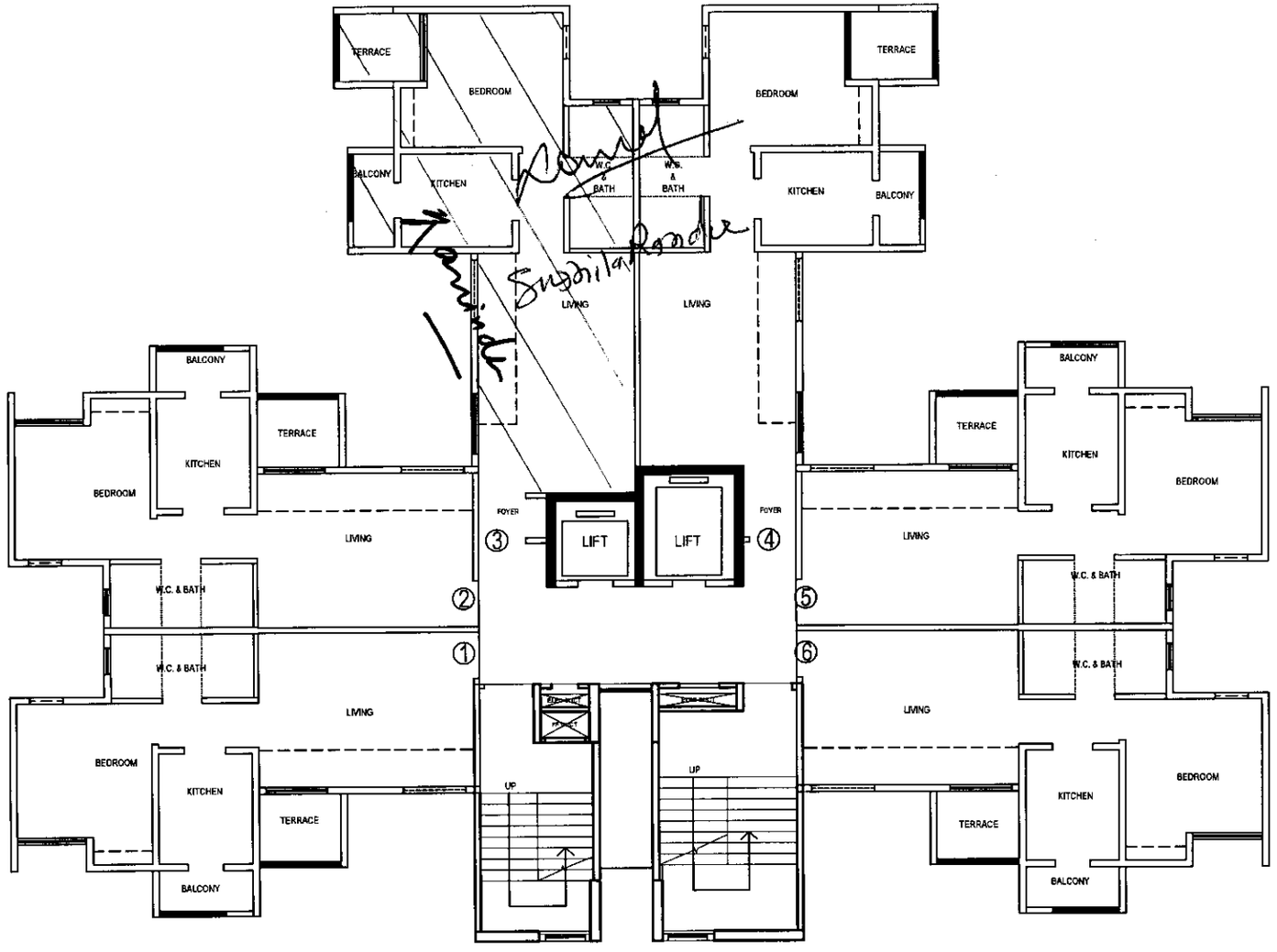
8. The Purchaser is aware that and he hereby confirms and acknowledges that PDPL and MBEPL and Company and/or the Ultimate Organisation, as the case may be, shall cause the Lease Deed contemplated hereinabove to be registered with the appropriate Sub-Registrar of Assurances.The draft of the said lease deed shall be prepared by PDPL and MBEPL. The Company and/or the Ultimate Organisation, as the case may be, shall not be entitled to make any changes in the draft of the said Lease Deed. In

addition the other covenants, the said Lease Deed shall contain following covenants:-

a) The Company and/or the Ultimate Organisation, as the case may be, shall always leave open to sky and unbuilt the open spaces within the Project Land as shall be directed by PDPL and MBEPL (hereinafter referred to as the **"Internal Open Spaces"**)

b) The Company and/or the Ultimate Organisation, as the case may be, shall not in any manner construct any Buildings on the Project Land over and above 42 metres from the surrounding ground level. The stamp duty and registration charges in respect of the said lease deed shall be borne by the Company and/or the Ultimate Organisation, as the case may be, in whose favour the Lease Deed is being executed.

9. The Purchaser is aware that and it/he/she hereby confirms and acknowledges that the if during the Term and the period of the Agreement to Lease, the said Property or any part thereof is acquired or requisitioned by the Government or any local body or authority under any Law made thereunder, the PDPL and MBEPL alone shall be entitled to receive the compensation.



TYPICAL FLOOR PLAN (LEVELS 2,4,6,8,10,12,15,17)

PALAVA, DOMBIVALI	CASA PASEO	WING: G	FLOOR 17th	FLAT NO. 1703

NOTE:PLAN NOT TO THE SCALE

LODHA
BUILDING A BETTER LIFE

DEVELOPERS

Lodha Hi-Rise Builders Private Limited
216, Shah &Nahar Industrial Estate,
Dr. E Moses Road,
Worli Naka, Mumbai-18.

NORTH

ARCHITECT

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13/01/2015

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.कल्याण 4
दस्त क्रमांक : 313/2015
नोदंणी :
Regn:63m

गावाचे नाव : **1) खोणी**

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	4374324
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	1789500
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: ठाणे इतर वर्णन :सदनिका नं: 1703, माळा नं: 17वा मजला, इमारतीचे नाव: प्रोजेक्ट नं.4 कासा पॅसिओ जी विंग लेकशोर ग्रीन्स, ब्लॉक नं: डोंबिवली पूर्व, रोड नं: कल्याण शीळ रोड, इतर माहिती: सोबत एक कार पार्किंग((Survey Number : ९४/२,३,४, १५०/२ए,२बी व दस्तात नमूद केल्याप्रमाणे ;))
(5) क्षेत्रफळ	1) 59.88 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-लोढा हाय राइस बिल्डर्स प्रा.लि. तर्फे कु. मु. मनिंदर छाब्रा तर्फे कु. मु. रामनाथ रावल वय:-44; पत्ता:-प्लॉट नं: २१६, माळा नं: -, इमारतीचे नाव: शाह आणि नाहर इंड.इस्टेट, ब्लॉक नं: वरळी,मुंबई, रोड नं: डॉ.ई.मोझेस रोड, , पिन कोड:-400018 पॅन नं:-AABCL2637A 2): नाव:-मान्यता देणार -पलावा डेवेलर्स प्रा.लि. तर्फे कु. मु. मनिंदर छाब्रा तर्फे कु. मु. रामनाथ रावल वय:-44; पत्ता:-प्लॉट नं: २१६, माळा नं: -, इमारतीचे नाव: शाह आणि नाहर इंड.इस्टेट, ब्लॉक नं: वरळी,मुंबई, रोड नं: डॉ.ई.मोझेस रोड, , MUMBAI. पिन कोड:-400018 पॅन नं:-AABCL1117D
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-कोमल रान्दड - - वय:-23; पत्ता:-ई-५८,, -, स्टार अपार्टमेंट,, शिम पोली नाका,बोरीवली प.मुंबई, एस.व्ही.रोड, Borivali West, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400092 पॅन नं:-AVNPR5453L 2): नाव:-सुशिला रान्दड - - वय:-52; पत्ता:-प्लॉट नं: ई-५८,, माळा नं: -, इमारतीचे नाव: स्टार अपार्टमेंट,, ब्लॉक नं: शिम पोली नाका,बोरीवली प.मुंबई, रोड नं: एस.व्ही.रोड, महाराष्ट्र, मुंबई. पिन कोड:-400092 पॅन नं:-AVCPR0504K
(9) दस्तऐवज करुन दिल्याचा दिनांक	13/01/2015
(10)दस्त नोंदणी केल्याचा दिनांक	13/01/2015
(11)अनुक्रमांक,खंड व पृष्ठ	313/2015
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	219000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

सह-दुय्यम निबंधक कल्याण-४

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

THE SEAL OF THE JOINT SUB REGISTRAR KALYAN-4 सह दुय्यम निबंधक कल्याण-४ यांची मुद्रा जि.ठाणे Dist. Thane

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