

Project Registration No : - _____

APPLICATION

**APPLICATION FOR ALLOTMENT OF APARTMENT IN “INDIABULLS GREENS”
PROJECT SITUATED AT VILLAGE KON, TALUKA PANVEL, DISTRICT RAIGAD,
MAHARASHTRA-410207**

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

Dear Sir,

I/We, the applicant(s) understand that M/s. Lucina Land Development Limited (“Company”), is developing a Residential project under the name and style of “**INDIABULLS GREENS**” at Village Kon, Taluka Panvel, District Raigad, MAHARASHTRA-410207, which comprising of Multistoried building (s)/Tower (s) & Apartments and amenities, each being constructed and developed under different Phases.

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

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

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First Applicant

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

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

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

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

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

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

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

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

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

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

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

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

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

DECLARATION:

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

I/we confirm

Signature of Applicant(s)

Applicant 1 _____ Applicant 2 _____

Applicant 3 _____

PARTICULARS OF APPLICANT

Instruction for filing the Application Form

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

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Dated

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X.....

First Applicant

Second Applicant

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1. PERSONAL DETAILS OF THE APPLICANT(S)

FIRST/PRIMARY APPLICANT:

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

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

SECOND APPLICANT:

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

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

THIRD APPLICANT:

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

X

X.....

First Applicant

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

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

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

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

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

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

DOCUMENTS TO BE SUBMITTED WITH THE FORM

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

APPLICATION SOURCE:

Real Estate Agent Name:.....

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

Dated

Dated

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X.....

First Applicant

Second Applicant

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

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

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

3. PRICE DETAILS

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

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

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

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First Applicant

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

Note:

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

4. PAYMENT PLAN:

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

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First Applicant

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

PAYMENT PLAN

Customer's Signature:

Applicant 1.....

Applicant 2.....

Applicant 3.....

Dated

X

First Applicant

Dated

X.....

Second Applicant

Notes:

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

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Second Applicant

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

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

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

Signature of Applicant(s)

Applicant 1 _____ Applicant 2 _____

Applicant 3 _____ Applicant 4 _____

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First Applicant

Dated

X.....

Second Applicant

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For Office Use Only

Sales Person Name

Signature Date

DETAILS OF THE PREFERRED RESIDENTIAL APARTMENT ("APARTMENT")

a) Type:..... b) Floor:.....

c) Wing/Tower / Building / Block /Sector..... d) Apartment No.....

e) Carpet Area [as per RERA]: Sq. Mtr. (Equivalent toSq. Ft.) Together with the Exclusive right to use:..... Square Mtr (equivalent to Sq. Ft.) Within The Apartment.

f) Exclusive use of _____Number and Category of Parking Slots:

1) (In words). Types

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

.....
.....)
.....)

APPLICATION SOURCE:

Real Estate Agent Name:.....

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

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

Email.....

Signature and Stamp

Customers Signature

CHECK LIST FOR RECEIVING OFFICER:

Yes No

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

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

Remarks:

.....
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Project -Head:x..... Place:

Dated

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First Applicant

Dated

X.....

Second Applicant

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and executed at Panvel on this _____day
of _____ 2017

BETWEEN

M/s. LUCINA LAND DEVELOPMENT LIMITED, a company registered under the Indian Companies Act, 1956 and having its registered office at M-62&63, 1st Floor, Connaught Place, New Delhi- 110001; hereinafter referred to as the “**PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof be

PURCHASER/S

deemed to mean and include its successors and assigns) of the First Part;

AND

1. Mr / Mrs / Ms / Messrs having address at

2. Mr / Mrs / Ms / Messrs having address at

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

WHEREAS:

A. M/s. Rohan Sidhi Logistics Private Limited purchased piece and parcel of land within village Kon, Taluka-Panvel, located within the limits of Zilla Parishad, Raigad, Panchayat Samiti Panvel and Grampanchayat -Kon through 5(five) Sale Deeds, details whereof are as follows: serial no. 5114/2006 and 5115/2006 dated 22nd June, 2006; serial no. 3304/2007 dated 21st April, 2007; serial no. 258/2008 dated 7th January, 2008; Serial No. 7141/2008 dated 30th July, 2008, all registered at the Office of Sub-Registrar of Assurances, Panvel.

B. The Promoter herein vide Deed of Conveyance, registered at serial nos. 4458/2009 and 4459/2009 both dated 23rd July, 2009 with the Office of Sub-Registrar of Assurances, Panvel No.-1, purchased certain parcel of the land owned by the said M/s Rohan Sidhi Logistics Private Limited, bearing Survey Nos. 80A, 83/2A, 83/3, 83/7 + 4B + 5B, 85/0, 86/1,90/1A, 90/1B,90/3B, 90/4, 90/7, 90/8, 90/9, 90/10, 90/11, & 91/5 admeasuring 95,570 sq. mtrs. equivalent to about 9-55-70 (H-R-Pt), within village Kon, Taluka-Panvel, located within the limits of Zilla Parishad, Raigad, Panchayat Samiti Panvel and Grampanchayat -

Kon (hereinafter referred to as the “**Land**”). The said Land is presently owned and possessed by the Promoter herein as an absolute owner, actual and physical possessor, free from all encumbrances, charges or claim. The name of the Promoter is recorded in revenue record on 7/12 extract as the owner and possessor in pursuance of proper mutation entries.

C. A certificate of title issued by Ms. Leena M. Pradhan, Advocate, certifying title of the Promoter to the said Property along with 7/12 extracts and the layout are annexed hereto as **Annexure “A”**.

D. The Promoter has undertaken the process of development of the said Land under Rental Housing Scheme of the State of Maharashtra and the amendments/notifications issued by the Government of Maharashtra (hereinafter referred to as the said “**SCHEME**”), wherein vide order passed by the Government of Maharashtra being No. TPS-1208/MMR/CR-389/08/UD-12 dated 26/11/2008, the Promoter is entitled to sell 75% (Seventy five percent) of the constructed area over the said Land and liable to be hand over to Mumbai Metropolitan Region Development Authority (MMRDA) the balance 25% (twenty five percent) of the constructed area over the said Land free of cost.

E. The Promoter is constructing phase wise, a Residential Complex known as “INDIABULLS GREEN” in accordance with the said Scheme on the land bearing Survey Nos. 80A, 83/2A, 83/3, 83/7 + 4B + 5B, 85/0 (part), 86/1, 90/1A (part) admeasuring 68, 691.33 sq.mtrs, within village Kon, Taluka-Panvel, located within the limits of Zilla Parishad, Raigad, Panchayat Samiti Panvel and Grampanchayat –Kon (hereinafter referred to as the said “**Property**”). The said Property is more specifically detailed in **First Schedule** hereunder written. The said Residential Complex will comprise of several buildings (each building may be developed as independent phase in itself) which is conceived in accordance with the plans, designs and specifications approved by the District Town and country Planning Authority (DTCP) / MMRDA.

F. The Promoter in order to carry out development over the said Property had submitted to the DTCP / MMRDA, plans for the Buildings and the Promoter has obtained apart from others the following sanctions/permissions for the purposes of carrying out the development/construction of the said Complex on the said Property:

- a. N.A. Permission bearing no MS/L.N.A.1(B)/ S.R.333/2009 dated 16/02/2010 issued by District Collector – Raigad, at Alibaug , is annexed hereto as **Annexure “B”**.

b. Location clearance Permission/approval of MMRDA bearing No. MMRDA/RHS-49/10/338 dated 11th August 2010 and amendment bearing no. MMRDA/RHD/RHS-49/13/ dated 20th February, 2013 , is annexed hereto as **Annexure "C"**.

c. Commencement. Certificate bearing No.CIDCO/NAINA/PANVEL/Kon/BP-94/2014/994 dated 12/08/2014 issued by District Collector of Raigad, at Alibaug, is annexed hereto as **Annexure "D"**.

G. This Agreement relates only to the building bearing No. _____ of Type _____ on a portion of the said Property, comprising of car parking spaces in basements, ground, stilt/ podiums and residential apartments on _____ upper Floors (hereinafter referred as the "**Building**").

H. Some approvals are to be received from the Concerned Authorities. The Promoter shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building. The said Building and habitable floors of the said Building may be registered and developed, independent of the common areas and facilities of the Building and limited common areas and facilities that may be provided in the Project, in separate phase with separate independent timeline.

I. The Promoter has appointed Architect Hafeez Contractor as an Architect who is duly registered with the Council of Architects, as the Architect in connection with the construction of the building (hereinafter referred as the "**Architect**"). The Promoter has also appointed M/s JW Consultants LLP, as Structural Engineers for providing the structural designs and drawings of the Building. The Purchaser has accepted the professional supervision of the Architect and the above referred Structural Engineers and/or any other architect or structural engineer, who may be appointed by the Promoter till the completion of development on the said Property, for the purpose of construction and completion of the Complex;

J. As aforesaid, the Promoter alone has the sole and exclusive right to develop the said Land and construct building thereon and sell or otherwise dispose off or alienate the premises in the said building as also parking spaces, terraces etc., individually or separately and to enter into agreement/s with the buyers of the same and to receive the sale price including fees-subscription-premium etc. in respect thereof. The Purchaser(s) hereby acknowledge(s) and agree(s) that the Project is part of layout development and as such the Promoter would be

conveying only the built-up area of the said Building (except the basements, ground, stilt/podium) to the organization/association formed of the individual building(s) (being either a co-operative society/condominium/limited company or combination of them), which shall not be later than 18 (Eighteen) months from the date of receipt of Occupation Certificate and handing over of all the Flats in the Building to respective purchasers of the Building. the Promoter shall subject to the terms of the Municipal Corporation, and Rules and Regulation but only after all Apartments (including Car Parking/other Spaces) in the buildings are sold/ allotted and after full development of the said entire project comprising of various buildings is completed by utilising the full F.S.I. of the said entire Land and other surrounding plots that may be taken by the Promoter and after fully utilising increased F.S.I. available due to any change in the Development Control Rules or by way of amalgamation / Sub-Division with adjoining properties and/or having fully utilised the T.D.R. which may be obtained by the Promoter and/or after having fully utilised any F.S.I. available for development and/or construction on the said Land, or any other Scheme or Project or due to amendment of D.C. Regulations or any other Act, Rules or Regulations or as incentive under any Scheme that may be formulated/floated by Central/State Government or Municipal Corporation or any other authority or otherwise howsoever or after 18 months from the date when the Apex Body of the Organisations is formed whichever is later, but only after receipt by the Promoter of the full consideration or price of all Apartments and all other dues receivable in terms of the Agreement or otherwise at law from all buyers, cause to be transferred to the said Apex Body, all the right, title and interest (except those reserved by the Promoters for themselves or their nominees & assignees) of the Owners/ Promoters as may be permitted by the authorities (excluding the Building Conveyance) by obtaining or executing the necessary conveyance of the said Land. The Purchaser/s has/have demanded from the Promoter and the Promoter has given full, free and complete inspection to the Purchaser(s) of all the documents of title relating to the said Land, the C.C., the sanctioned plans and the plans, designs and specifications of the said Apartment prepared by the Promoter's Architect and of such other documents as are specified under Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the said Act") and the Rules and Regulations made thereunder including all the documents mentioned in this Agreement and the Purchaser/s has/have satisfied himself/herself/ themselves/itself about the same.

- K. Purchaser/s have taken note of and have agreed with the Promoter that the purchasers of Phase-II of the Project (known as Indiabulls Park) will have

permanent right of way through proposed internal approach passing through Indiabulls Green Project/said Property. The Purchaser/s also agree that the Promoter and/or their nominees or assignees shall have right to use and enjoy at all times (even after the conveyance of the said Land and Conveyance of the Building is executed) all the facilities that may be finally provided by the Promoter including common pathways, recreation facility, storm water drains, sewage treatment plant, limited common area facilities, sewerage lines, electricity - cables, electrical meters and panel rooms, underground and overhead tanks, water pipe lines, pump room and tanks, common lighting, lifts, Lift Machine Rooms and all such facilities that may be finally provided by the Promoters (hereinafter for convenience sake all or any of the aforesaid facilities which may be provided are collectively hereinafter referred to as "the said infrastructure/common facilities").

- L. The Parties relying on the confirmation, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws and the Purchaser(s), having perused all the necessary documents, deeds and writings related to title of the Promoter to the said Property and the building along with all other documents as specified in the said Act, and after being fully informed and satisfied about the same, as also about the status and the plans in respect of the building, is/are desirous of purchasing from the Promoter the Apartment bearing No. _____ admeasuring about _____ square meters of carpet area equivalent to _____ square feet of carpet area or thereabouts (which is inclusive area of balconies but not inclusive of Service Area, Dry Yard and Flower Bed) on the **«Flats Floor»** floor of the building together with facility of _____ number of Car Parking Space for the consideration and on the terms and conditions hereinafter appearing. As per the said Act, the carpet area of the said Apartment will be _____ square meters (equivalent to _____ square feet). Apart from Carpet Area as per the Act, the Purchaser will have exclusive right to use _____ square meters (equivalent to _____ square feet) of area within the Apartment which includes Projected balcony, Enclosed balcony, low / part height ledge wall along external wall, Architectural projections (AP), Elevation treatment (ET), service slab, service area, internal staircase area at each level, & exclusive terrace, if any.
- M. The Purchaser/s understand and acknowledge that the Promoter has availed a loan facility from banks/financial institutions and has created a mortgage on the said Land/ Building including the said Apartment, in favour of

_____ in their capacity as security trustee on behalf of the banks/financial institutions. The Purchaser/s takes notice that he/she/they is/are required to obtain a No Objection Certificate from bank/financial institutions /security trustee for creation of any encumbrances on the said Apartment. Accordingly, prior to execution of this Agreement, the Promoter has obtained an NOC dated _____ issued by _____ permitting the Promoter to enter into this Agreement in respect of the said Apartment in favour of the Purchaser, releasing the said Apartment from the purview of the charge of the mortgage on the terms and conditions therein contained. A copy of the aforesaid NOC dated _____ issued by the _____ is annexed hereto as **Annexure "E"**

- N. The Promoter is required to deposit the consideration of the said Apartment into the designated account opened by the Promoter with the bank/financial institutions and the Promoter confirms that he will adhere to the terms, rules and regulations and will deposit the collection of the consideration amount into the designated account.
- O. Prior to the execution of these presents the Purchaser(s) has paid to the Promoter a sum of Rs. _____ (Rupees _____) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Purchaser as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;
- P. The Promoter has registered the phase under the provisions of the Real Estate (Regulation and Development) Act, 2016 read with Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosure on Website) Rules, 2017 with the Real Estate Regulatory Authority at _____ under no. _____;
- Q. Under section 13 of the said Act, the Promoter is required to execute a written Agreement for Sale of the said Apartment with the Purchaser(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908;
- R. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to

sell and the Purchaser hereby agrees to purchase the said Apartment with ____
no. of parking space.

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

1. INTERPRETATION

In this Agreement, unless another intention is stated;

- (i) the recitals, Annexures and Schedules contained herein shall constitute an integral and operative part of this Agreement and shall be read and construed accordingly as an essential part of this Agreement.
- (ii) the singular includes the plural and vice versa;
- (iii) Reference to a particular gender does not exclude the other gender;

2. PROMOTER TO CONSTRUCT THE BUILDING

The Promoter shall construct the Building to be called and known as _____ in "Indiabulls GREENS" in accordance with the approved plans, specifications, designs and elevations which have been seen, intimated, explained and understood by the Purchaser/s as approved/ altered/ amended by Municipal Corporation/ concerned local authority. Prior to the execution of these presents, the Promoter has given the Purchaser/s an express notice of the rights reserved and retained by the Promoter for themselves as well as for their nominees and assigns. The Promoter is at liberty to make such amendments, alterations, modifications, and/or variations as the Promoter may consider necessary or expedient for implementation of development of project or any other Scheme or Project formulated/ floated at present or in future by Central / Stage Government or Municipal Corporation or any other authority or for compliance of any Act, Rule or Regulation, as may be amended from time to time or as may be required to be made by the concerned local or any authority/ the Government to be made in the layout and the buildings to be constructed thereon or any of them provided that, by reason of such amendments, alteration, modifications and/or variations, the area of the said Apartment/ Premises agreed to be purchased by the Purchaser/s will not be affected or reduced. The Purchaser/s hereto agree and accord their specific consent to the Promoter for carrying out the said amendments, alteration, modifications and/or variations. The Purchaser/s hereby accord their further specific consent to the Promoter

constructing and disposing off as they deem fit any other additional structures that they may deem fit to build as per the prevailing rules and regulations and/or as amended from time to time in this behalf by the CIDCO/Collector or Municipal Corporation or other authorities concerned. The Purchaser/s agree not to obstruct and/or raise any objection whatsoever and/or interfere with the Promoter or their nominees or assigns for carrying out amendments, alterations, modifications, variations and/or additions as aforesaid.

4. PROMOTERS TO OBSERVE ALL TERMS AND CONDITIONS OF LOCAL AUTHORITY & OCCUPATION CERTIFICATE: The Promoter hereby agree to observe perform and comply with all the terms and conditions stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Plans or thereafter and shall, before handing over possession of the said Apartment to the Purchaser/s, obtain from concerned local authority Occupation and/or Completion Certificate in respect of the said Apartment.

5. AGREEMENT TO PURCHASE: The Purchaser/s hereby agree to purchase from the Promoter and the Promoter hereby agrees, subject to the terms and conditions herein, to sell to the Purchaser/s, a residential Flat/Apartment bearing no admeasuring about square meters of carpet area equivalent to square feet of carpet area or thereabouts (in bareshell condition, prior to application of any finishes/finishing materials) inclusive of the area of the balconies but not inclusive of Service Area, Dry Yard and Flower Bed) (hereinafter referred to as “the said Flat / Apartment”) together with the benefit of number of Car Parking Space to be situated at _____ Basements , or ground or stilt/ podium being constructed in the layout, the Apartment/Flat being situate on floor of the Building as indicated on the Plan annexed hereto as **Annexure “F”** and thereon shown surrounded by Coloured boundary lines. The said Apartment is more particularly described in the **Second Schedule** hereunder written. As per said Act the carpet area of the said Apartment admeasures ___ square feet (equivalent to _____square metres). Apart from Carpet Area as per the Act, the Purchaser will have exclusive right to use _____ square meters(equivalent to ___ square feet) of area within the Apartment which includes Projected balcony, Enclosed balcony, low / part height ledge wall along external wall, Architectural projections (AP), Elevation treatment (ET), service slab, service area, internal staircase area at each level, & exclusive terrace, if any.

6. (a) The proposed carpet area of the said Apartment would be as per the approved plans and may change as a result of physical variations due to tiling, ledges, plaster skirting, RCC column etc. The Purchaser/s agree that carpet area is, therefore, subject to

tolerance of +/- 2% on account of structural design and construction variations.

(b) The Purchaser/s agree that the location of the car parking space will be finalised at the time of handing over possession of the said Flat/Apartment to the Purchaser/s. The Purchaser/s acknowledge that the said Apartment and the car parking spaces referred above, subject to confirmation of allotment, shall be held by the Purchaser/s as one composite unit and the Purchaser/s shall not be entitled to transfer the use and enjoyment of any one without the other.

7. **FIXTURES, FITTINGS & AMENITIES:** The fixtures, fittings and amenities to be provided by the Promoter in the said Building and the said Flat/Apartment hereby agreed to be sold are those that are set out in **Annexure "G"** annexed hereto. However, the Purchaser/s agree that the Promoter have the right to change the fixtures, fittings and amenities to be provided in the circumstances where there is an uncertainty about the availability of fixtures, fittings or amenities or the materials required to be provided either in terms of quantity and/or quality and/or delivery and/or for any other reason beyond the control of the Promoter. In such circumstances, the Promoter shall substitute the fixtures, fittings and amenities without any approval of or notice to the Purchaser/s in as much similar specification and/or quality as may be available and required during the stage/time of the construction in order to enable the Promoter to offer at the earliest the possession of the said premises and/or for an other reason whatsoever. The Purchaser/s agree not to claim any reduction or concession in the consideration on account of any change or substitution in the fixtures, fittings or amenities provide by the Promoter.

8. PAYMENT OF CONSIDERATION

- i. The Purchaser/s agree to pay to the Promoter a sum of-
_____Rs/-(Rupees _____ only)
for purchase of the said Flat/Apartment (hereinafter referred to as the '**Purchase Price**') which is inclusive of the proportionate price of the common area and facilities appurtenant to the Apartment within the said Building, the nature, extent and description of the common areas and facilities in the Building are more particularly described in the **Third Schedule** hereunder written.
- ii. The Purchaser(s) has paid on or before execution of this agreement a sum of Rs. _____ (Rupees_____Only) as advance payment or application fee and hereby agrees to pay the balance consideration amount in the manner provided in **Annexure "H"** hereof, time being the

essence of contract.

- iii. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.
- iv. The Total Price is escalation-free, save and except escalation/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges, cess or taxes which may be levied or imposed by the competent authority , Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser(s) for increase in development charges, cost, or levies imposed by the competent authorities etc. the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser(s).
- v. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit except and other than as a result of physical variations due to tiling, ledges, plaster skirting, RCC column etc. as mentioned hereinabove, then Promoter shall refund the excess money paid by Purchaser(s) within forty-five days with annual interest at the rate State Bank of India highest marginal cost of Lending Rate +2%, from the date when such an excess amount was paid by the Purchaser(s). If there is any increase in the carpet area allotted to Purchaser(s), the Promoter shall demand additional amount from the Purchaser(s) as per the next milestone of the Payment Plan.
- vi. The Purchaser/s agree and confirm to pay the instalments of Purchase Price as set out in **Annexure "H"** and all other amounts which become due or payable by the Purchaser/s under the provisions of this Agreement, by way of Account Payee cheque / demand draft / pay order payable to the Promoter at Mumbai. All such Account Payee cheques /

demand drafts / pay orders shall be drawn in favour of “Lucina Land Development Limited”, the Promoter herein, or such other name as may be intimated in writing by the Promoter to the Purchaser/s. The Purchaser(s) undertake that all cheques given by the Purchaser(s) representing the instalments of Purchase Price and/or any other amounts payable in terms of this Agreement shall be honoured on their presentation. The Promoter hereby confirms that all the future Purchase Price to be received for the said Flat/ Apartment will be deposited into the designated escrow account opened by the Promoter for a loan availed from banks/financial institutions till the time the said loans are not fully repaid by the Promoter.

9. TIME THE ESSENCE OF CONTRACT:

- i. The Purchaser/s undertake to pay all of the corresponding instalments of the Purchase Price as set out above and all other amounts which become due or payable by the Purchaser/s under the provisions of this Agreement, within a period of 15 (fifteen) days of a demand letter for such payments being sent to the Purchaser/s at the address set out in this Agreement. It is specifically agreed by the Purchaser/s that this Agreement shall not create any right, interest and/or claim of the Purchaser/s on the said Apartment/ Premises agreed to be sold until and unless the entire consideration/purchase price and all other amounts specified in this Agreement is paid by the Purchaser/s to the Promoter herein.
- ii. The Purchaser/s further undertake to accept and pay and agree to never dispute the certificate of the stage of completion of the Building set out in the demand letter issued by the Promoter or by any other person for and on behalf of the Promoter, for raising a demand of the corresponding instalment of the Purchase Price. The Purchaser/s further agree and undertake to accept the certificate that may be issued by the Promoter or by any other person for and on behalf of the Promoter, for certifying the completion of stages / intervals required for the purposes of payment of the corresponding instalments of Purchase Price as envisaged herein. The Purchaser/s confirm and undertake to pay each and every instalment of the Purchase Price and all other amounts which become due or payable by the Purchaser/s under the provisions of this Agreement, on the respective due dates, without any delay or default, and acknowledges that the time for such payment is the essence of this contract.

10. DEFAULT IN PAYMENT OR COMMITTING BREACHES OF THE AGREEMENT AND FIFTEEN DAYS NOTICE PERIOD BEFORE TERMINATION:

- a) Any default in payment of any of the amounts set out above or elsewhere in this Agreement, on their respective due dates, shall amount to a breach on the part of the Purchaser(s) of the terms of this Agreement. In the event of the Purchaser(s) committing any delay and/or default in making payment of any of the instalments of the Purchase Price on their respective due dates and/or of any other amount due or payable by the Purchaser(s) to the Promoter under this Agreement (including the Purchaser's proportionate share of additional infrastructure charges, rates, taxes, cesses and assessments levied or imposed by the concerned local body or Government authority and all other outgoings including the Charges, Contributions, Subscriptions and Fees) or the Purchaser(s) committing breach of any of the terms and conditions herein contained, the Promoter shall serve upon the Purchaser(s) 15 (fifteen) days notice in writing, specifying the breach or breaches of the terms and conditions of this Agreement by the Purchaser(s) and calling upon the Purchaser(s) to rectify the breach or breaches as specified in such notice.
- b) If the Purchaser(s) fail to rectify such default or breach within the said period of 15 (Fifteen) days, the Promoter at its sole option and without prejudice to any other rights and remedies that the Promoter may have against the Purchaser(s) in that behalf, be entitled to terminate this Agreement without any further reference to the Purchaser(s) AND in such case the consequences as provided in this Agreement hereinbelow shall follow. Without prejudice to its right to terminate this Agreement, the Promoter may in its sole discretion accept from the Purchaser(s) payment of the delayed instalment/s of the Purchase Price or any other amounts payable by the Purchaser to the Promoter in terms of this Agreement on the Purchaser paying to the Promoter interest at the rate of State Bank of India highest marginal cost of Lending Rate +2% per annum from the respective due dates of each such instalment/s or the due date for payment of any other amount payable in terms of this Agreement, until payment and/or realization of such amount in favour of the Promoter, whichever is later.
- c) Any payment/s made by the Purchaser(s) to the Promoter shall be first appropriated towards interest and the balance, if any, towards the principal sums of the instalments of the said Purchase Price and/or any other outstanding dues. The balance amount(s) due and payable by the Purchaser(s) under this Agreement, whether as instalments of Purchase Price or otherwise, shall continue to attract interest as agreed above.
- d) The right of the Promoter to receive interest as aforesaid shall not entitle the Purchaser(s) to delay the payment of any amounts payable in terms of this

Agreement on their respective due dates, nor shall it amount to or be construed as a waiver on the part of the Promoter of any of its rights, remedies and privileges in case of default in payment of any such amounts on their respective due dates in the agreed manner by the Purchaser(s).

- e) Notwithstanding anything herein contained or any other communication addressed by the Promoter to the Purchaser(s) either prior to or after the execution of this Agreement, the Promoter shall have the first lien and charge on the said Apartment agreed to be purchased by the Purchaser(s), in respect of any amount due and payable by the Purchaser(s) to the Promoter or otherwise under the terms and conditions of this Agreement.
- f) **POSSESSION AFTER FULL PAYMENT AND SIGNING OF DOCUMENTS:**
Under no circumstances shall the Purchaser(s) be entitled to possession of the said Flat/Apartment unless and until all payments including interest if any required to be made under this Agreement by the Purchaser(s) have been made to the Promoter and other obligations, terms and conditions agreed by the Purchaser(s) and mentioned in this Agreement are carried out fully by the Purchaser(s). Subject to the conditions herein contained, sale and transfer of the said Apartment by the Promoter in favour of the Purchaser(s) shall be complete only after the Purchase Price and all other amounts payable by the Purchaser(s) in terms of this Agreement are paid in full by the Purchaser(s) to the Promoter and possession of the said Apartment is offered by the Promoter to the Purchaser on the Purchaser(s) delivering to the Promoter duly filled in, signed and executed all necessary papers for possession as are to be given to various authorities or as are required by the Promoters.

11. ADDITIONAL PAYMENTS

- I. The Purchaser(s) shall on demand made by the Promoter and on or before the handing over of the possession of the said Apartment, pay to the Promoter the following amounts in addition to the Purchase Price agreed to be paid by the Purchaser in terms of clause 7 above :-
- a. Rs. _____/- (Rupees _____ only)
towards legal charges and towards cost of preparing & engrossing this Agreement.
- b. Rs. _____/- (Rupees _____ only) towards installation or connection of water, electric and sewer services and MSEDCL Expenses.
Rs. _____/- (Rupees _____ only) towards deposits to Government for Amenities

- c. Rs. _____/- (Rupees _____only) towards Infrastructure Charges of the said apartment.
 - d. Rs. _____/- (Rupees _____only) for formation and registration of the Organisation
 - e. Rs _____ /-(Rupees ----- Hundred only) for share money, application and entrance fee of the said Organisation/Organisations as defined hereinafter or such other large sum as may be required at the time
 - f. Rs. _____/- (Rupees _____only) towards 18 months advance monthly maintenance
 - g. Rs. _____ /- (Rupees _____only) towards facility development
- II. Rs. _____/-(Rupees _____only) towards Club House Membership Fees (non-transferable); The Promoter or its nominated agency shall commence issuance of the invoice of monthly maintenance charges which shall commence on expiry of 18 months from the date of offering possession of the Apartment i.e. at the end of 18 months of advance monthly maintenance. The Promoter or its nominated agency shall commence issuance of the invoice of monthly maintenance charges as per the prevailing rates of men and material for rendering of the maintenance services, which shall be subject to revision on monthly/quarterly/yearly basis.
- III. **SEPARATE ACCOUNT FOR SUMS RECEIVED TO BE USED FOR THE PURPOSES SPECIFIED ONLY:** The Promoter shall maintain a separate account in respect of sums received from the Purchaser under Clause 8(I) (e), (f) and (g) and shall utilize the said amounts only for the purposes for which they have been received.
- IV. The account heads and the corresponding amounts mentioned above are as per the present estimate, and are subject to modification by the Promoter. The un-utilized amounts as mentioned in clause 8 (I) (e), (f) & (g) above will be transferred to the Organisation. The Purchaser(s) agree to pay any deficit in respect of the amounts mentioned above herein to the Promoter, within 15 (Fifteen) days of demand made in respect thereof. Save and except for amounts mentioned in clause 8 (I) (e), (f) & (g) above, the Promoter shall not be liable to render any account of other amounts mentioned in clause 8(I) and/or refund the said other amounts to the Purchaser or the Organisation.

- V. **OUTGOINGS PAYABLE BY THE PURCHASER(S)** : From the date the Purchaser(s) are allowed to occupy the said Apartment or commencing a week after the due date of last payment whichever is earlier the Purchaser/s, irrespective of the fact as to whether they actually took possession or not, be liable to bear and pay the proportionate share of outgoings in respect of the said the Building and all common areas and facilities and amenities therein, including but not limited to annual lease rent, ground rent, development charges, local taxes like Value added tax (VAT), LBT, Octroi etc,, levies, service taxes, rates, duties, assessments, premiums, impositions, charges, penalties, transfer charges, betterment charges or other levies by the Corporation / concerned local authorities/ tax authorities and/or the Government (prospective and /or retrospective charges), and also all outgoings with respect to water charges (including that for supply by water tankers and/or by boring), insurance, common electricity bills, sinking fund, repairs, common staircase, lifts, sanitation, fire fighting equipments, close circuit TV, repairs and salaries of clerks, bill collectors, watch and ward, liftman, security, sweepers, accounting charges and other personnel and all other expenses necessary and incidental to the management and maintenance of the said Building as also the common services, internal roads, lights and other conveniences and utilities as will be available in common for the Purchaser(s). Until the said Organisation is formed and the management of the said Building is transferred to it, the Purchaser(s) shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The decision of the Promoter with regard to payment of any of the amounts mentioned herein, and the share and contribution payable by the Purchaser(s), shall be final and binding on the Purchaser(s) and he/she/it/they agree and undertake not to raise any objection of any nature whatsoever with regard to the same under any circumstances.
- VI. The Purchaser(s) further agree that till the proportionate share of outgoings required to be paid as stated hereinabove by the Purchaser(s) is determined, the Purchaser(s) shall pay to the Promoter such provisional monthly contribution or such other sum of money as may be fixed by the Promoter(s) from time to time taking in to consideration the rise and fall in the outgoings at the sole discretion. The amounts so paid by the Purchaser(s) to the Promoter shall not carry any interest and shall remain with the Promoter until the conveyance of the Building and of the said Land are executed. On such conveyance being executed, the aforesaid

amount (less deduction provided for by this Agreement) shall be paid over by the Promoter to the said Organisation and if any shortfall arises then the Purchaser(s) and/or the said Organisation shall be individually and collectively liable to pay to the Promoter such amount as may be determined by the Promoter at their sole discretion. The Purchaser(s) undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before 7th day of each month and shall not withhold the same for any reason whatsoever. The Promoter shall not be liable to issue any bills in respect of society outgoings. However, for courtesy's sake, the Promoter may do so but non receipt or non issuance of same shall not entitle the Purchaser(s) to delay the payment of outgoings.

- VII. If the Purchaser(s) do not take possession of the said Flat/Apartment on the same being ready for occupation and is offered for possession for whatsoever reason including on account of non-payment of balance price, the Purchaser(s) shall nevertheless be liable to pay, besides interest for the period of delay in taking possession, all outgoings due in respect of the said Apartment.
- VIII. The Purchaser(s) also agree that if due to any notifications, ordinances, enactments, judicial pronouncements or amendments in the existing laws or due to any conditions in permissions/approvals/sanctions by statutory and/or other authorities for development of the said Project, any additional infrastructure costs, taxes, levies, service tax, sales tax, vat, LBT, Octroi, GST etc, or any other amounts/cost pertaining or relating to the construction of the said Project or sale of the said Apartment are levied and/or payable and/or incurred/to be incurred by the Promoter, prospectively or retrospectively, the same shall be paid by the Purchasers on demand made by the Promoter within 15 (Fifteen) days of such demand being made, and the Purchaser(s) shall indemnify and keep indemnified the Promoter from and against the payment thereof .
- IX. The Promoter shall not be liable to render any individual account of the amounts collected or disbursements made in respect of each separate premises and such accounting shall be done by all the buyers of the various premises/ Apartments amongst themselves after transfer of the Building to the said Organisation. In particular it is also agreed between the parties hereto that notwithstanding any excess/ deficit collection from any particular buyer of the Apartment in respect of his/her Apartment,

the Promoter shall not be required to make up accounts with each buyer of the premises in the said Building and the Purchaser(s) shall not make grievance or take any objection to the consolidation of all receipts and expenses in respect of apartment/premises in the said Building. The Purchaser(s) undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on monthly basis in advance and shall not withhold the same for any reason whatsoever or make any deductions therefrom.

- X. In case, if there is deficit in any of the amount including deposits or on any of the heads specified hereinabove, the Purchaser(s) shall forthwith on demand pay to the Promoter, the Purchaser(s) proportionate share to make up such deficit. At the time of registration of conveyance of the structure of the building or wing of the building, the Purchaser(s) shall pay to the Promoter, the Purchaser(s) share of stamp duty and registration charges payable, by the said Organization on such conveyance or any document or instrument of transfer in respect of structure of the said Building/wing of the building. At the time of registration of conveyance of the project land the Purchaser(s) shall pay to the Promoter, the Purchaser(s) share of stamp duty and registration charges payable by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

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

- XII. If the Purchaser(s) fail or neglect to pay these monthly outgoings in respect of the said Apartment and/or their proportionate share for the Project for any reason whatsoever, without prejudice to their right to collect interest @ State Bank of India highest marginal cost of Lending Rate + 2% % p.a. for the delayed payment and to their other rights & remedies, the Promoter shall be entitled to stop and restrict the Purchaser/s from using the Club-House and other recreational facilities. The Promoter shall have first lien and charge on the said Apartment agreed to be acquired by the Purchaser(s) in respect of any amount due and payable by the Purchaser(s) under the terms and conditions of this Agreement.
- XIII. **OUTGOINGS OF THE PROJECT:** The Purchaser(s) shall apart from paying amounts towards the monthly outgoings and other dues in respect of the said Apartment and the said Building in which the said Apartment is situated shall also be liable to pay from the date when outgoings payable under Clause abovementioned becomes due and payable and the proportionate dues or charges towards the maintenance & repairs of infrastructural / common facilities and common amenities (including garden, recreation facilities, society office, servant toilets, common antenna, right of way, common lighting, drainage etc. if any provided) and the Purchaser(s) under this agreement agree and undertake to contribute their proportionate share of maintenance and outgoings of the said common facilities and common amenities as may be decided by the Promoters at their sole discretion.
- XIV. **PROMOTER NOT TO SHARE OUTGOINGS:** The Promoter shall not be liable to share the outgoings as aforestated in any way in respect of the unsold Apartments/premises. The Promoter(s) shall bear only the Municipal assessment of Property Tax levied by local authority if any payable but shall not be required to pay other, outgoings including maintenance, lift, water-pump, security, common lighting, repairs etc.

12. F.S.I.

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

- a) The Promoter will be entitled to, if it so desires, to amalgamate the said Land with any one or more of the adjoining/ adjacent properties and to

utilize the FSI, thereof, *inter alia*, on the said Property/Land and also to sub-divide such amalgamated property and to submit or amend the Building and/or layout plans as may be permitted by the concerned authority or required by the concerned local authorities.

- b) The Purchaser(s) acknowledge and agree that he / she / it is/are and shall be entitled to the said Flat/ Apartment only as herein provided.
- c) The total carpet area of the said Flat/ Apartment shall at all times continue to as mentioned hereinabove and shall have no relation whatsoever to the area of the said Land underneath the Building. All benefits by way of balance Floor Space Index (hereinafter referred as “FSI”) or FSI that may become available or may be generated on or in respect of the said Land or any part thereof, or similar right shall remain at all times with the Promoter and the Promoter alone shall be entitled to utilize the commercial potential of the same as it deems fit and proper without any reference or recourse to the Purchaser.
- d) The Purchaser(s) have been explained and made aware of the available FSI on the said Land and also the additional FSI and Transferable Development Right (hereinafter referred as “TDR”) which may be availed thereon. Until conveyance of the said Land in favour of Apex Body and conveyance of the said Building in favour of the Organisation, if the FSI/Floor Area Ratio in respect of the said Land is increased and/or additional construction is possible on the said Land on account of FSI and/or TDR originating from the said Land, on account of portions thereof under D. P. Road/setback and/or TDR/ FSI of other properties being available for being used on the said Land (and/or on the amalgamated property, as the case may be) the Promoter shall be entitled to utilize such additional FSI, including by amending the present layout of the said Land subject to the necessary permission/sanction being granted by the concerned authorities, and construct additional built-up area as and by way of (i) additional floors on the Building; and/or (ii) construction of units at the podium level of the Building, and/or (iii) construction of additional building/s. For the purposes aforesaid, the Promoter will be entitled from time to time to vary, amend and/or alter the layout plans / sanctioned plans in respect of the Building without affecting the carpet area and the layout of the said Apartment which has been explained and shown to the Purchaser(s) and the Purchaser(s) hereby irrevocably agree and give its/their express consent to the Promoter for carrying out

amendments, alternations, modifications, and/or variations in the layout plan / sanctioned plan of the Building for the aforesaid purpose or such other purpose as may be deemed fit by the Promoter or required by concerned authority. The consent herein shall be considered to be the Purchaser's irrevocable consent. The Purchaser(s) shall not raise any objection or cause any hindrance in the development/construction by the Promoter on any ground including but not limited to of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the said Apartment or any other part of the Building are affected, reduced or denied. The Purchaser(s) hereby agree to give all the facilities and assistance that the Promoter may require from time to time, but at the cost and expenses of the Promoter, so as to enable the Promoter to complete the development of the said Land in the manner that may be determined by the Promoter. It is expressly agreed by the parties that the Promoter is and will solely be entitled to sell and transfer on Ownership basis or otherwise and for its own benefit, the additional apartments that may be constructed by it as aforesaid.

- e) The Purchaser(s) acknowledge that the Promoter shall be entitled to modify the sanctioned plans in respect of the Building in such manner as it may deem fit, without however in any manner prejudicially affecting the said Apartment proposed to be acquired by the Purchaser hereunder. The Promoter shall not be required to take any further permission of the Purchaser for the same. The consent herein shall be considered as the Purchaser's unconditional consent. The Purchaser(s) agree that the Purchaser(s) has paid for / agreed to pay for the said Apartment and hence is entitled to the agreed carpet area of the said Apartment that has been agreed to be sold in accordance with the terms of this Agreement together with the right to use the area, amenities and facilities common to all other occupiers / purchasers of apartments in the building. All benefits in terms of additional FSI or otherwise accruing from any modification, amendment, addition, alteration to the plan approved by local authority and disclosed to the Purchaser either of structure of the said Apartment or structure of the Building shall always remain and vest with the Promoter and the Promoter shall be entitled to use of such additional benefit in terms of the FSI or otherwise at any part of the Building or any other place it deems fit and proper. Any amendment to the plans shown/disclosed to the Purchaser(s) shall be deemed to have been consented by the Purchaser(s), if not disputed or objected by the Purchaser(s) within a

period of 7 (seven) days from the date such proposed amendment is disclosed/deemed to be disclosed to the Purchaser(s). Any such proposed amendment shall be deemed to have been disclosed immediately after expiry of 3 (three) days from the date the Promoter dispatches such proposed amendment to the Purchaser(s) by way of speed post acknowledgement due or couriers the same or by posting it on website of the Promoter as well as on the site or by way of email.

- f) So long as it does not in any way affect or prejudice the right of the Purchaser(s) in respect of the said Apartment, the Promoter shall be at liberty to sell, assign, transfer or otherwise deal with all other apartments and spaces in the Building or otherwise deal with its right, title and interest in the said Land and/or in the Building in any manner that it may deem proper subject to the D.C. Regulations of the concerned authority.
- g) Except in respect of the said Apartment hereby agreed to be acquired by the Purchaser(s), the Purchaser(s) shall have no claim whatsoever in any other apartments, terraces or car parking spaces in the Building or in the said Land or any part thereof. All open spaces and unallotted apartments and other spaces in the said Land and in the Building will remain the property of the Promoter until the whole of the said Land together with the Building is transferred to the Organisation that may be formed subject to the rights of the Promoter under this Agreement.
- h) The Promoter has informed the Purchaser/s and the Purchaser(s) is aware that, the Promoter may submit further plans, revised plans with respect to the Building modifying and/or altering the sanctioned plans, as the case may be. The effect of such modified and/or altered plans may be that the Building will consist of certain additional floors over and above existing floors as mentioned hereinabove proposed to be constructed as per the sanctioned plans. In view of the aforesaid, the Promoter shall be entitled to construct additional upper floors and /or additional buildings and/or additional wings, as the Promoter may in law be now entitled to or in future become entitled to, with the approval of the appropriate authorities. The Purchaser(s) hereby expressly consents to such additional construction of upper floors and/or additional buildings and/or additional wings and variations and agrees not to object or raise any dispute or contention whatsoever in future to the construction of such additional floors and/or additional buildings and/or additional wings and shall not be entitled to seek any benefit or concession including for

any reduction in the consideration agreed to be paid by the Purchaser(s) under this Agreement and/or claim compensation or damages on any account whatsoever and/or shall not be entitled to claim any right of any nature whatsoever on such additional floors and/or additional building and/or additional wings.

13. PROMOTER TO HAVE RIGHT TO TERRACE, ADDITIONAL CONSTRUCTION, OPEN SPACES AND OPEN AREA ON THE GROUND FLOOR:

(a) It is understood and agreed by and between the Parties hereto that the common terrace on top level of the Building and terrace space in the said Building shall always belong exclusively to the Promoter or allottees of respective terrace space and such terrace space are intended for exclusive use of the Promoter or the allottees of respective terrace. The said terrace shall not be enclosed by the allottees till the permission in writing is obtained from the Promoter.

(b) The Promoter shall also be entitled to develop and/or construct additional wing or wings or storey or storeys with or without terrace and/or open spaces attached thereto and shall be entitled to allot the exclusive use of same and/or otherwise dispose of the same at sole discretion of the Promoter. The Purchaser(s) shall not be entitled to raise any objection of whatsoever kind or nature in respect of the use of such terrace or open spaces by the allottees of such terrace nor entitled to use the same. The Purchaser(s) or allottees of such terrace shall be exclusively entitled to the use of the terrace or open space sold and/or allotted to them.

(c) The Promoter shall be entitled to transfer, assign, dispose off, let out and/or sell or deal with in any manner they deem fit or proper the terrace on the top as well as other terrace/s of the building for such price and on such terms and conditions as the Promoter deem fit and receive and appropriate the rent, compensation or the sale proceeds for their own use and benefit. The Purchaser(s) shall not raise or be entitled to raise any objection whatsoever to the same.

(d) However, in the event of any water storage tank or the lift room or lift machinery in any of the above mentioned terraces, with the exclusive use and enjoyment of such terrace given to any party or the path of access to the overhead water tank or lift machine room is through the flat/apartment adjoining the said terrace etc. then the said Organisation shall be entitled to depute its representative to go to the terrace through the said flat/apartment with which it is attached for check up and upkeep maintenance and for carrying out repairs to the overhead water tank or lift machine room at reasonable times and/or during such time as may be usually agreed upon by and between the buyers of such flat/apartment and the said Organisation, being on the

topmost terrace of the Building, then the Promoter and/or the Organisation, as the case may be, shall be entitled to depute their representative to go to the topmost terrace of the Building from time to time and at all reasonable time as may be mutually agreed to by and between the Promoter, the said Organisation, and the user of the said topmost terrace of the Building for regular check up maintenance and repairs. For any use of the terrace by the Promoter, no payment shall be due to the Purchaser(s) or the Organisation.

14. CLUB HOUSE PROVISION:

(a) Without prejudice to what is stated elsewhere in this Agreement and without affecting the rights, benefits, privileges and reservation of the Promoter in any provided elsewhere herein, the Promoter state that they intend to reserve a facilities in the Building / Complex including Club House Sporting and other recreational facilities ("**Promoter's retained area**") which area may be developed independent of the Building in separate independent phase(s) with separate timeline and the same is not and shall not be deemed to be part of the areas, facilities, utilities common to all other occupiers / purchasers of apartments in the Project and the Promoter shall always remain the owners of such areas facilities, equipments and shall have full right to use, deal, transfer, and assume the complete management of such areas and the Purchaser(s) shall be eligible for membership into the Club Facilities subject to payment of charges and deposits as may be provided by the Promoter for maintenance, upkeep and usage in respect of availing of facilities as may be provided by the Promoter.

(b) The said Club Facilities, either Promoter themselves may conduct and manage the same or give them away to their nominees or assignees by way of assigning, leasing or conducting it on in any other manner to parties of their choice at their discretion to manage and conduct the same with such title in their favour which the Promoter may decide on such terms and conditions as the Promoter may deem fit. The said Promoter Retained Areas will be excluded from any transfer thereof to any proposed co-operative society or any other Organisation that may be formed of the buyers of Apartments to the intent and purpose that the said Promoter Retained Areas will work as an independent Units.

(c) The Promoter, if they manage and conduct the said Club Facilities, the Promoter or their nominees or assignees will on receipt of the total Purchase Price of the Apartment along with other charges including the Club membership charges due under this Agreement admit the first named Purchaser in this Agreement as a life member thereof i.e. so long as the flat premises purchased by him or her stands in his or her

name for his/her benefits and for the benefit of the members of his or her family staying with him or her and who will become entitled to take advantage of the facilities & amenities given or provided by the Club on such terms and conditions and subject to such rules and regulations as the Promoter may form for the Club including the fixing of the monthly/ quarterly/annual fees/charges and other fees/charges payable for various activities. It is however specified that the Promoter and/or their nominee/s at their sole discretion shall have right and authority to terminate membership of any member if he/she violates or fails to observe any of rules or regulations or commits default or delay in making payment of respective fees/charges. In case the Purchaser is a Limited Company or a Partnership concern or a Public Trust or other Organisation then in that case only one officer of that Organisation named by that Organisation and staying in the said Apartment will be admitted to have the benefits of the said Club Facilities alongwith members of his/her family staying with him/her.

(d) The Promoter or their assignees will be entitled to admit any one as members of the Club on such terms and conditions as they may think fit and the Purchaser(s) herein or Organisation, to be formed and their members will not object to the same and hereby give their consent, no objection and approval to them being so admitted.

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

(f) If for any reason in law, the Promoter is not entitled to or is not considered to be or is not allowed to remain the owner of Promoter's Retained Area, then the Purchaser for himself/herself/itself and/or as a member of the Organisation to be formed, agrees and undertakes to do all acts that would be necessary including granting of perpetual lease or an irrevocable or any other grant of right as may be required by the Promoter for such Promoter's Retained Area in favour of the Promoter or its associate or affiliate or group company on an annual fee of Re 1 (Rupee One) and on such other terms and conditions including renewals, assignment etc. as may be advised by the Promoter to enable the Promoter and/or its assigns and nominee or any third party who shall be in the place of ownership and maintenance to use and enjoy the Promoter's Retained Area without any hindrance and reference or recourse to the Purchaser or the Association of all other occupiers / purchasers of apartments in the Building including the

Organisation. The Promoter shall have exclusive right of Ownership of the Club Area including the right to alienation, lease or mortgage of the Club Area. The Purchaser further agrees that usage of such areas will be in accordance with the terms and conditions as may be determined by the Promoter and/or its nominees in its/their sole discretion. The Promoter or its associate or affiliate or group company shall be entitled to all the revenue arising from the usage of the above mentioned Club Area along with its amenities and facilities available therein and shall be the sole discretion of the Promoter to use the Club in the manner they may determine (including enrolling outsiders as members and beneficial user thereof) and the Purchaser or Organisation shall have no right to interfere in the said manner of usage or create any objection hindrance or nuisance in any manner whatsoever. In consideration of the rights granted to the Purchaser under this Agreement, the Purchaser hereby irrevocably appoints the Promoter as its agent or attorney and authorizes the Promoter to do all such acts, deeds, matter things including execution of a perpetual lease and/or any other document as the Promoter may deem fit in its sole discretion to give effect to the understanding set out in this Agreement relating to Promoters Retained Area and to present the said documents to the concerned registration office and admit execution of the said documents on behalf of the Purchaser..

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

15. **PROMOTER ENTITLED TO DEAL WITH UNSOLD UNITS, CAR PARKING SPACE AND OTHER PREMISES & SPACES:** All unsold units, open/ covered garages, car parking spaces, open space, podium, space under and over the podium/stilt, basements space under stilt and other premises and spaces in Building as well as Complex which are proposed presently and/or which may be proposed in future shall belong to and owned by the Promoter and/or their nominees only and they will have sole and exclusive rights and authority to allot, alienate or dispose off the same on such terms and conditions as they may like to any party and receive and appropriate the consideration received thereof and the Purchaser(s) will have no objection to the same and the Purchaser(s) do hereby consent to what is stated above

and the Purchaser(s) agree and undertake not to claim any abatement in the price or concession or rebate or compensation or damages.

16. HOARDINGS/NEON SIGNS

- (a) The Promoter will, at all times, be entitled to install the logos and/or name boards and/or put-up advertisements boards/ hoarding etc. of the Promoter and/or its affiliates (hereinafter referred as “**the displays**”) with various devices (including electronic, laser and neon signs) in one or more places in the Building therein including, on open space/s, the terraces of the Building and/or any parts of the Building if it so desires at its own costs and expenses. The Promoter and/or their Group Companies will not be liable to make any payment of any nature to Purchaser and/or the occupant/s of the other apartments in the Building and/or the Organisation in respect of the displays.
- (b) The Purchaser(s) and the occupant/s of the other apartments in the Building and the Organisation , as the case may be, shall not change or remove the displays and/or communication equipment so installed under any circumstances and shall give to the Promoter and the assignees of the said rights, all necessary co-operation for enabling them to install, maintain repair, change and operate the display / communication equipment, as the case may be, and exploit the said rights including by use of the common areas and facilities of Building for ingress and egress to and from the area in which such displays or communication displays are installed and shall ensure that no damage is done to the display and/or communication equipment and that no obstruction or hindrance is caused in the operation thereof. The Conveyance or any other document/s of transfer, to be executed as hereinabove mentioned, shall contain appropriate provisions in respect of the said rights. The Purchaser(s) expressly consent/s to the same.
- (c) The Promoter has reserved the exclusive right to grant to third parties, license or rights for putting up hoardings or advertisements or neon signs on the said Land or the Building being constructed thereon or any part thereof and to receive and appropriate for their own use and benefit the fees, compensation or charges in respect thereof. The Purchaser(s) shall not obstruct or interfere with the said rights of the Promoter in any manner whatsoever.

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

17. **PROMOTER'S RIGHT TO MORTGAGE:** The Promoter has availed of or propose to avail of financial assistance from banks, institutions and other persons, interalia against security of the said Land and/or construction thereon. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the Purchaser(s) under this Agreement in respect of the said Apartment, the Promoter shall be absolutely, irrevocably and unconditionally entitled to and have the right to create charges or liens on, encumber, mortgage, sell, assign, transfer, dispose of, or otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, privileges, and/or claims including development rights in respect of the Land and/or construction thereon of any part or parts thereof, without any notice to the Purchaser(s) and the Purchaser(s) have given and granted their specific, full, free, unqualified and irrevocable consent to the Promoter to do so. As part of such arrangement by the Promoter all or any of the responsibilities and/or obligations of the Promoter may be shifted or transferred to any other person or persons. All such arrangements by the Promoter shall be binding on the Purchaser/s. The Promoter undertake to clear the aforesaid encumbrances, if any, prior to the execution and registration of the Conveyance Deed and the Promoter shall indemnify and keep the Purchaser/s fully indemnified against all claims of any nature whatsoever that may be made against the Purchaser(s) by virtue of any encumbrances created as aforesaid. The

Promoter agrees that the Purchaser(s) shall be entitled to raise necessary finance/ housing loan and to avail such loan on the security of his/her/its/their respective Flat/Apartment. However, it will be the sole responsibility of the Purchaser(s) to repay the said loan and the Purchaser(s) hereby undertake to indemnify and keep indemnified and harmless the Promoter from any claim or demand, loss arising from the same.

18. RIGHT OF WAY:

(a) The Promoter reserves to themselves and to others authorized by the Promoter, the unfettered right to the full, free and complete right of way and means of access over, along and under all the accesses and the common right of way to the said Land and the Building at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles of all descriptions, laden or unladen, and with or without vehicles, horses and other animals and also to lay and connect drains, pipes, cables and other amenities in the said Property in such manner as the Promoter may deem fit and necessary for the full and proper use and enjoyment of the said Property and the Building and also the right to use in common with the purchaser of apartments, and other spaces in the building, any recreational amenities and/or recreational areas which may be provided by the Promoter in respect of the Building, whether before or after the conveyance of the Land and transfer of Building to the Organisation;

(b) It is specifically confirmed, agreed and declared by the Purchaser(s) that they have agreed to purchase the said Apartment knowing fully well all such rights, benefits and privileges of the Promoter reserved by them and which may continue to subsist even after formation of the Organisation and execution of Conveyance in favour of the said Organisation and necessary clause containing such right shall be incorporated in the Conveyance to be executed in favour of the said Organisation.

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

19. SUB-STATION / RECEIVING STATION FOR ELECTRICITY: The Promoter shall be entitled to put or allow to put up an electric substation/receiving station on the said Land at such place as they may decide and take the benefit thereof for the other plots of

land which they or persons claiming through them shall develop in the neighborhood and vicinity or give benefit thereof to other persons or occupants in the neighborhood and give the authorities sub-leases of the sub-plots on which such sub-station/receiving station is erected, in such terms and conditions as the Promoter may decide.

20. RIGHT TO ASSIGN : Subject to the rights of the Purchaser(s) to the said Apartment under this Agreement, the Purchaser(s) agree and unconditionally consent that the Promoter shall with the prior written approval of the Authority have the right to transfer the development rights in the said Land or any portion thereof and/or the Building in whole or in parts to any other entity such as any partnership firm, organisation whether incorporated or not, association or agency by way of sale, disposal or any other arrangement as may be decided by the Promoter in its sole discretion without any intimation written or otherwise to the Purchaser(s) and the Purchaser shall have no right to raise any objection in this regard.

21. Until conveyance of the Land in favour of Apex Body and conveyance of the said Building in favour of the Organisation, the Purchaser(s) shall not be entitled, to transfer, sell, assign, grant or convey his/her/their right, title and interest in the said Apartment. However the Promoter may at its discretion permit such transfer, sale, grant or conveyance upon:

- i. Payment of transfer charges of 15 % of the Total Price at which the apartment is being sold to the prospective purchaser or the proposed sale price communicated by the Purchaser herein under ROFR, whichever is higher, till the time actual possession of the said Apartment is handed over; and
- ii. ii.Payment of transfer charges of 5 % of the Total Price at which the apartment is being sold to the prospective purchaser or the proposed sale price communicated by the Purchaser herein under ROFR, whichever is higher, from the date of possession till the formation and registration of such Organisation.

22. FURTHER AGREEMENT:

The Purchase Price mentioned in clause 7 (i) above, has been arrived at and mutually agreed to after having taken into consideration the following facts, and the Purchasers shall not make any claim for damage or rebate in the agreed consideration on any account whatsoever, including the facts mentioned below:-

- a. USE OF FSI and CONSTRUCTION OF ADDITIONAL FLOOR: The Purchaser(s) are aware that the Promoter may construct additional

floors by use of additional FSI as may be permissible on the said Land as per the Development Control regulations of Municipal Corporation, as prevailing from time to time. The said additional construction may be undertaken at any time, even after the Purchaser has taken possession of and is in occupation of the Apartment and is therefore bound to cause inconvenience/ nuisance/ annoyance to the Purchaser(s). The Purchaser(s) have entered into this Agreement with full knowledge with the aforesaid facts and has given his/her/their express consent for the additional construction.

- b. The Purchaser(s) agree and covenant that the proportionate share of the Purchaser(s) in the said common areas and common facilities, which in any event is likely to be ascertained only after completion of the development of the said Property in terms of the Scheme as envisaged by the Promoter and explained to the Purchaser(s), is liable to be increased or decreased in the event of there being a change/s in the Building plans. The Purchaser(s) expressly consent to such changes in the proportionate share and hereby expressly authorizes the Promoter to so increase or decrease the proportionate share of the Purchaser in the said common areas and common facilities of the Building and the Purchaser(s) hereby irrevocably agree to accept the changed share, if any.
- c. The Purchaser(s) shall not be allowed any parking facility in any area of the Building except the car parking spaces agreed to be allotted and all the other areas, spaces, floors, top terraces shall belong exclusively to the Promoter;
- d. The Purchaser(s) shall not have any access or right to use the top terrace except for the purpose of inspection /repair;
- e. The Promoter intends to and may retain for itself the remaining apartments in the Building and may not sell to others and may let/lease out or give on leave and license basis, some or even substantial number of apartments in the Building and shall not be liable to pay non occupancy charges therefore to the Organisation;
- f. Save and except the said Apartment, all the other spaces, car-parking spaces, floors (including refuge floors), facilities and areas in the Building belong exclusively to the Promoter.

- g. The Purchaser(s) having benefit of adjoining terrace area shall not change the use, misuse and/or enclose the adjoining terrace to their Apartment;

23. COMMON FACILITIES /AMENITIES:

- (a) The facility to use and enjoy the common service amenities and other amenities shall be subject to the rules and regulations (including but not limited to matters pertaining to its management, maintenance, usage fees and other charges), as shall be framed by the Promoter, and the Purchaser shall abide by the same. The Promoter has reserved unto itself and its successors-in-title, the right to the use and enjoyment of the common recreational amenities and/or recreational areas at all times hereafter;
- (b) FACILITY MANAGEMENT: The Purchaser(s) acknowledge that on account of the brand of “Indiabulls” being associated with the Project/Property, even after the conveyance of the said Land in favour of Apex Body and transfer of the Building to a Organisation the Promoter reserves its right for the provision of maintenance of the Project and facilities to be provided to the purchasers of the apartments in the Building and/or the Project by having such arrangements/agreements with the Organisation as the Promoter may deem appropriate. It shall be the sole discretion of the Promoter to maintain and provide facilities or assign or appoint agency in that behalf.
- (c) The Purchaser(s) expressly agree and undertake to execute a Facility Management Agreement or any other deed, document or writing in favour of the Promoter or any of its nominees for providing such services. It is expressly clarified to the Purchaser(s) that the Promoter shall have absolute right to receive all the cost, charges and expenses as may be quantified by the Promoter from time to time in respect of such Management from the Organisation or the Purchaser(s).
- (d) The Purchaser(s) shall be liable to pay usage and service charges for common service amenities and other amenities and the Purchaser(s) shall be required to sign the necessary documents for membership and usage of the common service amenities and other amenities which shall contain the detailed terms and conditions.
- (e) The use and enjoyment of the common service amenities and other amenities shall be mutatis mutandis to the ownership of the said

Apartment by the Purchaser(s) and his/her/its bona fide family members to the end and intent that:-

- i. As and when the said Apartment is sold or transferred, the use and enjoyment of the common service amenities and other amenities shall automatically stand transferred to the new purchaser of the said Apartment and the Purchaser's rights to the access, usage and enjoyment of the common service amenities and other amenities shall automatically stand extinguished;
 - ii. The Purchaser(s) shall not be entitled to separate or segregate or retain for himself the use and enjoyment of the common service amenities and other amenities and/or decline or refuse to transfer to the new Purchaser(s) the benefit thereof along with the sale and transfer of the said Apartment to such Purchaser(s);
- (f) The Promoter shall be entitled to deal with the transfer/ possession/ use of the common service amenities and other amenities on such terms and conditions as the Promoter from time to time may decide subject to the rights herein of the Purchaser(s) under these presents.
- (g) If the Purchaser(s) desire to have additional/extra amenities, fittings and fixtures of its own choice to be provided in the said Apartment, the Purchaser(s) shall seek permission of the Promoter, which the Promoter may in its sole discretion grant subject to such terms and conditions as may be imposed by the Promoter including but not limited to compliance of the following :
- (i) The Purchaser(s) shall deposit with the Promoter a refundable interest free security deposit of Rs.100,000 (Rupees One Lakhs only) till such interior and fit out work in the said Apartment is completed and all debris / waste generated in the process are cleared by the Purchaser(s) to the complete satisfaction of the Promoter and acknowledges in the event the Purchaser(s) cause any nuisance or damage in or to the Building or any part thereof, or any other property of the Promoter or of its agents, the Promoter shall be entitled to deduct from such security deposit, such amounts as the Promoter deems appropriate for remedying such nuisance or damage caused by the Purchaser(s).
 - (ii) The Purchaser(s) shall engage and appoint a contractor for carrying out such work after obtaining the approval of the

Promoter in writing, after having intimated to the Promoter the approximate date / time of completion of such work.

- (iii) The contractor so engaged shall strictly adhere to the sanctioned plans of the external elevation and internal layout of the Building as per the plan of the said Apartment annexed hereto.
 - (iv) The contractor so engaged shall comply with the plans and specifications approved by the Municipal Corporation.
 - (v) The contractor shall get the work executed only through licensed personnel such as plumbers, electricians, etc.
 - (vi) The contractor shall not cause damage to the RCC members of the building.
 - (vii) The Purchaser shall strictly adhere to the laws, byelaws, rules and regulations of the concerned local body and authority and all authorities without in any way causing any harm or nuisance to the users of all other apartments in the building.
 - (viii) Complete waterproofing shall be done in water closets and bathrooms and kitchen so that there is no leakage in the apartment below the said Apartment or the outside walls of the said Apartment, and the Purchaser shall at all times be responsible to satisfactorily redo the waterproofing in case of any such leakage at the cost of the Purchaser.
 - (ix) No work in, to or upon the said Apartment shall be done on any Sunday or Bank Holiday, and on other working days, it shall be done only between the hours of 9 am to 7 pm.
 - (x) The Purchaser(s) will ensure that no damage whatsoever is caused to any part of the building, and in the event of any damage to the building, the Purchaser shall make good any damages caused thereby.
 - (xi) The Purchaser(s) and the contractor shall indemnify and keep the Promoter indemnified against any loss and damage caused to/sustained by the Promoter on account of any breach by the Purchaser or the contractor of any of the aforesaid conditions.
 - (xii) The Purchaser(s) undertake to abide by the fit out guidelines that may be issued by the Promoter in such respects.
- (h) The Purchaser(s) agree and undertake that the said Apartment will not be occupied by any person or persons till the occupation certificate in

respect of the said Apartment is obtained by the Promoter and copy furnished/ or intimated to the Purchaser.

24. DEFAULT

- a. On the Purchaser(s) committing default in payment on due date of any amount due and payable by the Purchaser(s) to the Promoter under this Agreement (including his proportionate share of taxes levied by Municipal Corporation, additional Infrastructure Charges and other outgoings) and/or on the Purchaser(s) committing breach of any of the terms and conditions contained herein, the Promoter shall be entitled at its sole discretion to terminate this Agreement and the Purchaser(s) shall cease to have any right or interest in the said Apartment or any part thereof. This right of the Promoter shall be without prejudice to its other rights under this Agreement, the said Act or applicable law. Provided always that the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Purchaser 15 (Fifteen) days' prior notice in writing of its intention to terminate this Agreement communicating the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and this Agreement shall stand terminated if the Purchaser(s) fails in remedying such breach or breaches within the notice period.
- b. Upon termination of this Agreement in terms hereof, the Promoter shall be at liberty to dispose of and sell the said Apartment to such person and at such price as the Promoter may in their absolute discretion think fit. As a consequence of the termination of this Agreement, the Promoter shall within a period of 30 days of termination refund to the Purchaser the amount paid by the Purchaser subject to the following deductions:
 - i) 15% of the Purchase Price (which is to stand forfeited to the Promoter upon termination of this Agreement);
 - ii) the taxes and outgoings, if any, due and payable by the Purchaser in respect of the said Apartment upto the date of termination of this Agreement;
 - iii) processing fee and brokerage paid, if any etc. in respect of the said Apartment;

- iv) the amount of interest payable by the Purchaser to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
- v) Pre-EMI interest, if any, paid by the Promoter on behalf of the Purchaser(s) under particular scheme;
- vi) in the event of the resale price of the said Apartment to a prospective purchaser being less than the Purchase Price mentioned herein, the amount of such difference; and
- vii) the costs incurred by the Promoter in finding a new buyer for the said Apartment.

The Promoter shall not be liable to pay to the Purchaser(s) any interest on the amount so refunded and upon the termination the Purchaser(s) hereby agree to forgo all their right, title and interest to immediate ejectment as trespassers. The decision of the Promoter in this respect shall be final and binding upon the Purchaser, which the Promoter agrees and undertakes not to dispute in any manner whatsoever.

25. POSSESSION

- (a) Unless prevented by force majeure event/s, the Promoter will hand over peaceful possession of the said Apartment to the Purchaser on or before _____ from the date hereof excluding a grace period of nine (9) months) or such further period as may be agreed between the parties, subject to the Purchaser(s) making timely payments of the instalments towards the Purchase Price for the ultimate sale of the said Apartment as mentioned hereinabove and the Purchaser(s) duly observing all the terms and conditions, contained herein. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of said Apartment on the aforesaid date, if the completion of Building in which the said Apartment are situated is delayed on account of:-

- (i) non-availability of steel, cement, other Building material or labour at market competitive prices; and/or
- (ii) non-availability / shortage of water or electric supply; and/or
- (iii) war, civil commotion, strikes of workmen or labourers or other persons, transport strike, terrorist attack ,terrorist attack or an act of God, irresistible force or reasons beyond the control of or unforeseen by the Promoter; and/or

- (iv) any legislation, notice, order, rule, circular, notification of the Government and/or other public or other competent authority or court or injunction or stay or prohibitory orders or directions passed by any court, tribunal, body or authority; and/or
- (v) delay in issuing any permission, approval, NOC, sanction and/or Building occupation certificate and/or completion certificate by the concerned authorities; and/or
- (vi) delay in securing necessary permissions or completion / occupancy certificate from the competent authorities or water, electricity, drainage and sewerage connections from the appropriate authorities, for reasons beyond the control of the Promoter; and/or
- (vii) force majeure or any other reason (not limited to the reasons mentioned above) beyond the control of or unforeseen by the Promoter, which may prevent, restrict, interrupt or interfere with or delay the construction of the Building including the said Apartment; and/or
- (viii) other force majeure and vis major circumstances or conditions including but not limited to the inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions or other causes beyond the control of or unforeseen by the Promoter or their agents; and/or
- (ix) any other forces or reasons beyond the control of the Promoter.

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

Upon possession of the said Apartment being delivered to the Purchaser(s), he/she/they shall have no claim against the Promoter in respect of any item of work in the said Apartment, which has been carried out or completed. If within a period of five years from the date of handing over the Apartment to the Purchaser(s), the Purchaser(s) brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartments are situated or any defects on account

of workmanship, then, wherever possible such defects shall be rectified by the Promoter at his own cost.

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

- (b) Subject to the Promoter having received the full Purchase Price in respect of the said Apartment and all other amounts payable by the Purchaser in respect of the said Apartment, if the Promoter fails or neglects to offer possession of the said Apartment to the Purchaser, other than for reasons beyond their control and/or their agents by the aforesaid date or dates (excluding the grace period of nine (9) months) as mentioned hereinbefore or such further extended date as may be mutually agreed upon in writing by and between the parties hereto, the Purchaser(s) may at its discretion, by a notice in writing, terminate this Agreement and in such event, the Promoter shall, be liable, on demand, refund to the Purchaser(s) the amounts already received by it in respect of the said Apartment with simple interest at State Bank of India highest marginal cost of Lending Rate +2% of per annum from the date on which the Promoter has received the aforesaid amounts till the date the amounts and interest thereon is repaid and the Promoter shall not be liable to pay any compensation or damages or offer any other premises to the Purchaser(s) in lieu of the said Apartment herein agreed to be purchased. In the above event, neither party shall have any claim whatsoever against the other in respect of the said Apartment or arising out of this Agreement (including stamp duty and registration charges paid) and the Promoter shall be at liberty to sell and dispose off the said Apartment to any other person at such price and upon such terms and conditions as the Promoter may deem fit. If in the aforesaid event, the Purchaser(s) does not intend to withdraw from the Project, the Purchaser(s) agrees that apart from simple interest at the rate State Bank of India highest marginal cost of Lending Rate +2% p.a., on all the amounts paid by the Purchaser(s), for every month of delay, till the handing over of the Possession, the Promoter will not be liable for and the Purchaser(s) will not be entitled to claim any other compensation or damages from the Promoter.
- (c) The Purchaser(s) shall assume possession of the said Apartment within 15 (Fifteen) days of the Promoter giving written notice to the Purchaser intimating that the said Apartment is ready for use and occupation and offering possession of the same to the Purchaser(s) by executing necessary indemnities, undertakings and such other documentation. Commencing from the expiry of the period of 15 (Fifteen) days from issue of the intimation in writing by the Promoter to the Purchaser that the said Apartment is ready for occupation, use and possession, the said Apartment shall be at

the risk of the Purchaser(s) (irrespective of whether possession of the said Apartment is actually taken by the Purchaser or not) in all respects, including loss or damage arising from the destruction, deterioration, injury or decrease in value of the said Apartment. It is agreed that irrespective of whether possession of the said Apartment is actually taken or not by the Purchaser(s), the Purchaser(s) shall from the date of expiry of the 15th day from the date on which possession of the said Apartment is offered by the Promoter to the Purchaser(s), be liable to bear and pay to the Promoter all outgoings in respect of the said Apartment, all rates, taxes, cesses, assessments, betterment charges, levies and all other impositions made by the competent local or public bodies or authorities and/or Government, water charges, insurance, common lights and repairs and salaries of employees, clerks, bill collectors, chowkidars, sweepers and electricity, gas and telephone cables, waterlines, drainage lines, sewerage lines and all other expenses and outgoings necessary and incidental to the management, administration and maintenance of the said Property. The Purchaser(s) shall pay to the Promoter such proportionate share of all outgoings as may from time to time be estimated or determined by the Promoter.

- (d) If at any time during construction of the said Building on the said Land the Purchaser(s) is able to substantiate that the construction is not in accordance with the Sanctioned Plans then the Promoter shall have the option to either rectify such deviation or refund the amount till then paid by the Purchaser(s) along with simple interest at State Bank of India highest marginal cost of Lending Rate +2% p.a. simultaneous to the Purchaser(s) executing and registering the required documents including Deed of Cancellation in respect of the said Apartment and thereafter neither Party shall have any claim against the other.
- (e) **PURCHASERS TO CHECK UP ALL FIXTURES AND FITTINGS BEFORE TAKING POSSESSION:** The Purchaser(s) shall check up all the fixtures and fittings in the said Apartment before taking possession of the same. Thereafter, the Purchaser(s) shall have no claim against the Promoter(s) in respect of any item of work in the said Apartment or in the said Building or on the said Land which may be alleged not have been carried out and/or completed and/or being not in accordance with the plans, specification and/or this Agreement and/or otherwise howsoever in relation thereto. The Purchaser(s) specifically agrees that in case of dispute or difference between the Purchaser(s) and the Promoter that the said Apartment or the Building is not in accordance with the Plan as was specifically shown/disclosed to the Purchaser(s) then the Purchaser's right and remedy shall be limited only to claim compensation from the Promoter and the Promoter's liability to the Purchaser(s) shall be limited to the sum actually paid by the Purchaser(s) to the Promoter till that date together with such

reasonable interest as the Purchaser(s) has / paid or would have paid for borrowing such sum, subject to a maximum of State Bank of India highest marginal cost of Lending Rate +2%-----% per annum simple interest. Such interest shall be calculated for any sum repayable by the Promoter to the Purchaser(s) from the date of actual payment by the Purchaser(s) till actual refund is made by the Promoter. In such cases, the Purchaser's obligation would be to simultaneously hand back possession (if given) of the said Apartment to the Promoter and to execute such document as may be required by the Promoter for relinquishing and transferring in favour of the Promoter the right that the Purchaser(s) may have pursuant to this Agreement and/or Application/ Allotment Letter or any other document/s relating to the said Apartment. The cost of such documentation referred above together with any incidental expenses such as stamp duty and registration charges shall be borne and paid by the Promoter. The Purchaser(s) shall use the said Apartment or every part thereof only for the purpose of residence and shall not permit the same to be used for the purpose of office showroom/ shop/ godown or for carrying on any industry or business. The Purchaser(s) shall use the car parking space only for purpose of keeping or parking the Purchaser's own vehicle. The allotment of such car parking spaces shall be incidental to the holding of the said Apartment and shall not be dealt with independently. The Purchaser(s) agree not to use the same for any purpose which is not permitted under law.

- (f) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the Municipal Corporation and any other authority at the time of sanctioning the said sanctioned plans or thereafter and shall, before handing over possession of the said Apartment to the Purchaser(s) and obtain from the Municipal Corporation Occupation Certificate in respect of the Building.

26. TAXES, DEPOSITS AND INFRASTRUCTURE CHARGES

- a. In case a security deposit is demanded by Municipal Corporation for the purpose of giving water connection, Gas Connection, Telephone Connection or for giving Occupation or Completion Certificate or otherwise and similarly if any deposit is required by the Maharashtra Electric Distribution Company Limited (MEDCL) or its successors for giving electric meters, connections etc. then all such deposits or deposit shall be payable by Purchaser(s) as regards the said Apartment and other apartments / top terraces in the Building and the same shall be paid proportionately by the Purchaser(s) with other Purchaser(s) of the Apartment in the Building as set out hereinabove and to the extent as

determined by Promoter within seven days of demand being made by the Promoter failing which the same shall be payable with interest thereon at State Bank of India highest marginal cost of Lending Rate +2%% per annum without prejudice to the rights of the Promoter to recover the same by any means. The Purchaser(s) shall apart from the total Sale Consideration be also liable to bear and pay its proportionate share of any additional Infrastructure Costs that may have to be incurred by the Promoter for development of the said Project.

- b. The Purchaser(s) shall pay its proportionate share of the aforesaid taxes, charges and outgoings directly to the Promoter until an ad-hoc committee constituted of the acquirers of apartments has been formed by the Promoter and management of the Building and the common areas and common facilities has been handed over to such ad-hoc committee of the Organisation by the Promoter after the completion of the whole project of development and after the sale/disposal of all the apartments therein.
- c. Until the Municipal Taxes and water charges are fixed and separately assessed and the exact amount of outgoings is worked out for each of the apartments in the building, the Purchaser(s) and other acquirers shall regularly pay to the Promoter the amount determined by the Promoter for such taxes, charges and outgoings. If the amount so recovered by the Promoter is more than the actual outgoings worked out for the said Apartment purchased by the Purchaser(s), the amount in excess shall be refunded to the Purchaser(s) without interest and if the amount so recovered is less than the actual amount worked out, the Purchaser(s) shall immediately pay on demand to the Promoter the amount of difference.

27. PURCHASER'S COVENANTS: The Purchaser(s) himself/themselves and with intention to bring all persons into whosoever hands the Apartment may come, doth hereby covenant with the Promoter as follows:-

- (a) To use the Apartment only for residential purpose;
- (b) To use the car parking spaces only for parking cars of the Purchaser;
- (c) Not to enclose and/ or misuse the said terrace/space, balconies, elevation projection attached to the said Apartment at any time and keep indemnified the promoters from any action, cost, charges and expenses that may be cause or suffered by the Promoter due to any action initiated by any person or authority for such enclosure or misuse of

the said adjoining terrace/space, balconies, elevation projection attached to the said Apartment.

- (d) To maintain the said Apartment at the Purchaser's own cost in good inhabitable/tenantable repair and condition from the date possession of the same is offered by the Promoter to the Purchaser(s) and shall not do or suffered to be done anything in or to the Building in which the said Apartment is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the Building in which the said Apartment is situated and the said Apartment itself or any part thereof.
- (e) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building in which the said Apartment is situated or storing of goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the Building in which the said Apartment is situated, including entrances of the Building and in case any damage is caused to the Building in which the said Apartment is situated or the said Apartment 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 out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Purchaser(s) and not do or suffer to be done anything in or to the Building in which the said Apartment is situated which may be contrary to the rules and regulations and bye-laws of the Municipal Corporation or the 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 Municipal Corporation and/or other public authority.
- (g) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the said Apartment is situated and shall keep the portion, sewers, drain pipes in the said Apartment and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building in which the said Apartment is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment without the prior written permission of the Promoter and/or the Organisation.

- (h) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and the Building in which the said Apartment is situated or whereby any increased premium shall become payable in respect of the insurance.
- (i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Land and the Building in which the said Apartment is situate.
- (j) Not to use the refuge areas and/or fire fighting passages in the Building for any purpose whatsoever as the same is provided as a refuge in case of fire.
- (k) To conform to the terms and conditions of the NOC issued by the Chief Fire Officer in respect of the refuge areas of the Building.
- (l) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, share of security deposit demanded by Municipal Corporation or Government for providing water, electricity or any other service connection to the Building in which the said Apartment is situate.
- (m) To bear and pay from the date of taking possession of the said Apartment, or from the 15th day of receipt of notice from the Promoter that the said Apartment is ready for use and occupation, whichever is earlier, his proportionate share that may be determined by the Promoter from time to time, of outgoings in respect of the said Land including all insurance, all taxes, lease rent, water charges, charges for installation, repairs and maintenance of common lights, charges for sweepers, watchmen and security service, sanitation, additions and alterations, paintings, colour, washing, etc. and all other expenses incidental to the management of the said Land. Such payment shall be made by the Purchaser on or before the 5th day of each and every calendar month in advance whether demand therefore is made or not.
- (n) Not to transfer or assign the interest in or benefit of this Agreement and/or not to let, grant licence of the said Apartment until all the dues payable by the Purchaser(s) to the Promoter under this Agreement are fully paid up and even after such payment, only if the Purchaser has not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has obtained the Promoter's prior consent in writing to the same till the formation of the Organisation.
- (o) After the possession of the said Apartment is handed over by the Promoter to the Purchaser and until the conveyance of the said Land in favour of Apex Body /conveyance of the said Building is made to the Organisation, to permit the Promoter and their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said Apartment or any part thereof to view and examine the state and condition thereof and to make good, within three months after receiving a written notice, the defects, decay and repair and also for the purpose of

laying, maintaining, repairing and testing drainage and water pipe and electric wires and cables and for similar other purposes contemplated by this Agreement.

- (p) To sign all the necessary applications, papers, documents and do all acts, deeds and things as the Promoter may require of him in order to become a member of the Organisation of apartment holders to be formed as aforesaid.
- (q) Not to alter or affix grills from outside the windows or at any place which affects the structure, façade and/or elevation of Building in any manner whatsoever.
- (r) To pay its proportionate share of any additional Infrastructure Charges that may have to be incurred by the Promoter for the development of the said Project.
- (s) To abide by the terms and conditions attached to the various sanctions/ permissions/ N.O.C./ Orders set out in the Recitals herein above and not to do any act, deed or thing in violation thereof.
- (t) Not to claim any right or interest in the top terraces of the Building or any portion thereof save and except the right of access, for the purpose of inspection, repairs and maintenance of the common utilities and services located on such top terrace.
- (u) To abide by the terms, conditions and stipulations/Regulations as may be prescribed or made applicable by the Promoter or Government of Maharashtra, or any statutory/public body or authority in respect of the said land/property and/or building/premises standing thereon.
- (v) To observe and perform all the rules and regulations which the Organisation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Building and the said Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the Municipal Corporation and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Organisation regarding the occupation and use of the said Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (w) Not to put up or install box grills outside the windows of the said Apartment for the purpose of installing the air conditioners or otherwise or in any other manner do any other act which would in the opinion of the Promoter or Organisation, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the building.
- (x) To maintain the external elevation of the Building in the same form as constructed by the Promoter and shall not in any manner whatsoever and not to put up, under any circumstances, any construction or enclose the project elevation which have been

permitted (approved) free of FSI, in the plans already approved by Municipal Corporation.

- (y) To sign from time to time, all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interests of the Promoter and of the purchasers of the other apartments in the building.
- (z) Not to at any time demand partition of the Purchaser's interest in the said Apartment;
- (aa) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the said Apartment in the Building, without the prior written permission of the Promoter and/or Organisation and concerned authorities.
- (bb) Not to hang clothes, garments or any other things from the windows, grills, balcony/ies, terrace/s appurtenant to the said Apartment.
- (cc) To pay all the additional taxes, lease rent, lease renewal fees, etc. that may be levied by the Promoter or the concerned authorities.
- (dd) To pay all the amounts payable under this Agreement, as and when they become due and payable, time being the essence of this Agreement. Further the Promoter is not bound to give any reminder notice regarding such payment and the failure thereof, shall not be a plea or an excuse for non-payment of any amount or amounts on their respective due dates.
- (ee) That the Purchaser(s) hereby covenants with the Promoter, to pay any amount/s required to be paid by the Promoter as agreed under this Agreement and to observe and perform the covenants and conditions except so far as the same ought to be observed by the Promoter.
- (ff) Not do or permit to be done any act or thing which may render void or voidable any insurance of the Building / said Land or any part thereof, or whereby, or by reasons whereof, increased premium shall become payable.

28. PROMOTER'S COVENANT: The Promoter hereby represents and warrants to the Purchaser(s) as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and

shall obtain requisite approvals from time to time to complete the development of the project;

- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report and hereinabove;
- iv. There are no litigations pending before any court of law with respect to the project land or project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser(s) created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the project land, including the Project and said Apartment which will, in any manner, affect the rights of the Purchaser(s) under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from the said Apartment to the Purchaser(s) in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the Organisation, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Organisation;
- x. The Promoter has duly paid and discharge undisputed government

dues, rates, charges and taxes and other monies, levies, imposition, premium, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities;

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

29. INDIVIDUAL ORGANISATION NOT ENTITLED TO TITLE DEEDS:

- (a) The Purchaser(s) are aware that the Land on which the said Building is being constructed forms a part of the said Land agreed to be developed by the Promoter and it comprising of various buildings on the said entire Land and adjoining and surrounding the said Building. The Promoter shall be entitled to form and register the Organisation separately for each individual building or some buildings together. The discretion shall solely be with the Promoter and the Purchaser(s) shall have no objection of whatsoever nature in respect of the same. In view of the said entire area being a large property the individual Organisation of the Building/s shall not be entitled to have custody or possession of any title deeds as they will be common or inter related. The title deeds shall always remain with the Promoters and/or with such Organisation having property largest in value in the said Land or as the Promoters may decide at their sole discretion. The individual Body Corporate shall however be entitled to true copies of the title deeds that are in possession of the said Promoter and the cost and expense thereof will be borne and paid by the Organisation requiring it.
- (b) The Promoter has informed the Purchaser(s) and the Purchaser(s) are aware and hereby expressly agree that the Promoter will be developing the said Land and the building/s as a layout area and will complete the said entire Project “Indiabulls Park” by constructing thereon buildings in phases, as per the phase development programme to be determined by the Promoter in their absolute discretion from time to time. The Purchaser(s) shall not raise any objection or cause any hindrance in the said development/construction by the promoters whether on grounds of noise or air pollution inconvenience, annoyance or otherwise or on the ground that light and/or air and/or ventilation to the said Apartment or any part of the said Building is adversely affected or likely to be affected by such construction.

- (c) The Promoter has brought to the notice of the Purchaser(s) and the Purchaser(s) are aware that the said entire Land more particularly described in the First Schedule hereunder written may be notionally divided by the Promoter into various smaller plots for the effective development of the said Land consisting of various buildings and different schemes of the layout. The Purchaser(s) are also aware that the Promoter shall be consuming the full development potential in the form of FSI available at present as well as in future in relation of the total area of the said Entire Land on the basis of single and/or more layout as may be approved. It has also been brought to the notice of the Purchaser(s) that the FSI consumed in the said Building has no relation with the area of the plot on which the building is constructed

30. FORMATION OF ORGANISATION

- a. The Promoter intends to form a separate Organisation for each building or of two or more buildings constructed/to be constructed on in the said “Indiabulls Green” project. The Promoter also intend that an Apex/Federal Society/Organisation/ Association of all such separate Organisation/societies will be formed which will look after, manage, maintain and conduct all the affairs of common areas, common roads, common service lines including drainage, , electric water pipe lines, cable and other service lines, common amenities, common garden in the said “Indiabulls Green” Project (except the Club and Recreational Facilities). The Purchaser(s) herein and the Organisation for the said Building will compulsorily become members of such Apex/Federal Organisation and bear and pay their proportionate contribution / charges to such Apex/ Federal Organisation as may be levied by it from time to time and abide by its bye-laws, rules & regulations until such Organisation is formed and management is handed over to it such payments will be paid to the Promoter. The Promoters also intend to convey the Building (built up area without ground, basements & stilt/podium) to the Organisation and said Land comprised of such common areas be given to the said Apex / Federal Organisation. The Owner/Confirming Party confirms to co-operate the Promoter to execute such conveyance related documents in favour of such Organisation, if required.
- b. The Purchaser(s) along with other buyers of apartments in the Building shall, join in formation and registration of a Co-operative Society or a Limited Company or an Association of Apartment Owners or other body corporate as the case may be (herein referred to as “the said Organisation”) as the Promoter may in their absolute discretion decide or

determine. The name of the said Organisation that may be formed shall always contain the word Project **“Indiabulls Green”** and the same shall not be changed without the previous permission in writing of the Promoter. The Purchaser(s) also agree from time to time to sign and execute the applications for registration and/or membership and other papers and documents necessary for the formation and the registration of the said Organisation and for becoming a member, including the bye-laws of the proposed Organisation and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Purchaser(s), so as to enable the Promoter to register the Organisation of the Purchaser(s). No objection shall be taken by the Purchaser(s) if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the Registrar of Co-operative societies or the Registrar of Companies as the case may be or any other Competent Authority or as may be deemed fit by the Promoter.

- c. In the event of the Organisation being formed and registered before the sale and disposal by the Promoter of all the apartments and other premises in the building, the power and authority of the Organisation shall always be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the building, the construction of additional floors thereon and all amenities pertaining to the same and in particular the Promoter has the absolute authority and control as regards all the unsold apartments and other premises in the Building and the disposal thereof. The Promoter shall be liable to pay the municipal taxes at actual only in respect of the unsold apartments and other premises. In such case, the Promoter shall join in as the member in respect of such unsold apartments and premises and as and when such apartments and premises are sold to the persons of the Promoter's choice, the Organisation shall be bound to admit such Purchaser(s) as members without charging any premium or other extra payment or transfer charges.
- d. All documents necessary for the formation and registration of the Organisation shall be prepared by Advocates & Solicitors of the Promoter. All costs, charges and expenses, including stamp duty and registration charges, in connection with the preparation, stamping and execution of such documents shall be borne and paid in proportion by all the purchasers of the building.

- e. The Co-operative Society/ Limited Company/Organisation that may be formed of the Purchasers/holders of units and other premises in the said Building shall not issue Share Certificate to any Purchaser/ member without obtaining the Non Objection Certificate from the Promoter certifying that the Promoter has no outstanding/dues pending on any account to be received from the purchaser/member and remaining unpaid. If the said Co-operative Society/Limited Company/Organisation issues Share Certificate to any purchaser/ member without adhering to or abiding by the aforesaid condition, the said Co-operative Society /Limited Company / Organisation shall itself be responsible and liable to pay such amounts due and payable, if any , by such purchaser/ member to the Promoter.
- f. It is agreed that the Project has been named “**Indiabulls Green**” and that neither the acquirers of premises in the Building nor the Organisation, shall be entitled to change the said name in any manner whatsoever.

31. PROMOTER’S RIGHT TO BECOME MEMBERS: The Promoter shall, if necessary, become member of the said Organisation in respect of their right and benefits conferred/ reserved herein or otherwise entitled to in whatsoever manner. If the Promoter transfer, assign and/or dispose off such rights and benefits at any time to anybody, the assignee, transferee and/or the buyers thereof, shall if necessary become the members of the said Organisation in respect of the said rights and benefits. The Purchaser(s) herein and the said Organisation will not have any objection to admit such assignees or transferees as members of the said Organisation and the Purchaser(s) do hereby give their specific consent to them being admitted.

32. THIS AGREEMENT IS NOT GRANT TRANSFER ETC. OF LAND/BUILDING AND PURCHASER(S) NOT TO CLAIM ANY RIGHT IN RESPECT OF OTHER PREMISES: Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment or transfer of possession in law of the said Apartment or of the said Land and Buildings or any part thereof. The Purchaser(s) shall not be entitled to claim partition of their share in the said Building or portion thereof and the same shall always remain impartibly. Even after entire consideration is paid by the Purchaser(s) to the Promoter, the Purchaser(s) shall have no claim save and except in the Apartment agreed to be sold to them and all open space, stilt parking space, lobbies, staircase, terraces, garden, recreation spaces, meter rooms, entrance lobby, servants toilets, fire refuge area, Podium, Car Parking below Podium, internal road, unutilised F.S.I or the F.S.I that may be granted under any Scheme and/or by the Municipal Authorities or Central/ State Government or Municipal Corporation or any other authority under any Scheme or Project or due to amendment in D.C. Regulation

or any other Act, Rules or Regulation or as incentive under any Scheme or Project that may be formulated/floated by Central /State Government or the Municipal Corporation or any other authority or otherwise howsoever and the Building/s contemplated to be built as aforesaid will remain the property of the Promoter ever after conveyance of the said Land is executed and the Buildings thereon are conveyed to the Organisation that may be formed and Conveyance are executed and registered for that purpose.

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

34. CONVEYANCE OF SAID LAND & CONVEYANCE OF BUILDING :

Within 18 months from the date of occupation certificate in respect of the Building and handing over of possession of Apartment/Flats to all the flat purchasers, whichever is later, the Company shall execute a Deed of Conveyance in favour of the Organisation in respect of the structure of the Building (only the Built up area without ground, basements and stilt/ podium) subject to the right of the Promoter (i) to dispose of unsold units, if any and receive the entire consideration amount and outstanding dues from the purchasers; and (ii) 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 any Authority on the said land; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise. It is agreed by and between the parties hereto that the Promoter shall subject to the terms of the Municipal Corporation, and Rules and Regulation but only after all Apartments (including Car Parking/other Spaces) in the building are sold/ allotted and after full development of the said entire project comprising of various buildings is completed by utilising the full F.S.I. of the said entire Land and other surrounding plots that may be taken by the Promoter and after fully utilising increased F.S.I. available due to any change in the Development Control Rules or by way of amalgamation / Sub-Division with adjoining properties and/or having fully utilised the T.D.R. which may be obtained by the Promoter and/or after having fully utilised any F.S.I. available for development and/or construction on the said Land, or any other Scheme or Project or due to amendment of D.C. Regulations or any other Act, Rules or Regulations or as

incentive under any Scheme that may be formulated/floated by Central/State Government or Municipal Corporation or any other authority or otherwise howsoever or within 18 (eighteen) months from the date when the said Apex Body is formed whichever is later, but only after receipt by the Promoter of the full consideration or price of all Apartments and all other dues receivable in terms of the Agreement or otherwise at law from all buyers, cause to be transferred to the said Apex Body, all the right, title and interest (except those reserved by the Promoters for themselves or their nominees & assignees) of the Owners/ Promoters as may be permitted by the authorities together with or without the building/s by obtaining or executing the necessary conveyance of the said Land. Any premium or other sums of money demanded by any authority for the same will be paid by all the premises buyers alone and the Promoter shall not be responsible for the same in any way. Such Conveyance shall be in keeping with the terms and provisions of this Agreement. Even after execution of the Conveyance, the possession of the said Land and the rights to develop and/or construct the said Building as also on the other parts of the said Land as foresaid shall be of the Promoter and/or their assignees and the offer of possession and subsequent possession of the said Apartment under this Agreement shall be subject to the above and other conditions of these presents and the Purchasers hereby agree to the same.

35. NOTICES

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

Applicant Details (Name and Address)

All letters circulars receipts and/or notices to be served by the Purchaser(s) on the Promoter and/or Confirming Party shall be deemed to be validly and

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

M/S. LUCINA LAND DEVELOPMENT LIMITED

M-62/63, 1ST FLOOR, CONNAUGHT PLACE, NEW DELHI- 110001

In case of any change of the aforesaid address, the Promoter shall forthwith intimate the new address to the Purchaser(s).

36. WORK CONTRACT TAX/ SALES TAX/ VALUE ADDED TAX, SERVICE TAX ETC.

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

37. PURCHASER(S) BOUND BY MAJORITY : This Agreement is part of the scheme for formation registration and incorporation of a Society or Limited Company or an Association of Apartment Owners or other body corporate that may be formed and it is agreed by the Purchaser(s) that they shall be bound by the decision of the majority of the buyers to whom the Promoter will sell the other premises in the said building, in all matters in relation to or arising under or out of this agreement or in relation to or concerning the management administration and affairs of the said Land and the building to be constructed thereon and the said Organisation that may be formed.

PURCHASER(S) CONSENT TO RIGHTS RESERVED BY PROMOTER: The Purchaser(s) have expressly, irrevocably and unconditionally agreed and consented to rights reserved by the Promoter for themselves, their nominees and/or assigns and the Purchaser(s), the Organization/ Corporate Body/s and the Apex Body shall not raise any interference, dispute or objection whatsoever to or in respect of the same. It is expressly clarified, agreed and understood that strict compliance of the terms, conditions, covenants, stipulations and provisions of this Agreement on the part of the Purchaser(s), the Organization/ Corporate Body/s and the Apex Body, shall be of the essence of the contract and that on the basis of the Purchasers, the Organization/ Corporate Body/s and the Apex Body agreeing and undertaking to strictly comply with and observe the terms,

conditions, covenants, stipulations and provisions of this clause, the Promoter has entered into this Agreement.

- 38. FIRST LIEN OF THE PROMOTER:** The Promoter shall, in respect of any amount liable to be paid by the Purchaser(s) under this agreement or otherwise at law, have first lien and charge on the said premises agreed to be acquired by the Purchaser(s).
- 38.** The Promoter and the Purchaser(s) represent and covenant to each other that they have full right and power to enter into this Agreement and that all the necessary permissions and/or approvals required to enter into this Agreement have been obtained by the parties respectively, prior to the execution of this Agreement and the parties doth hereby indemnify and keep indemnified each other of and from the same.
- 39.** This Agreement contains the whole agreement between the parties in respect of the subject matter of this Agreement and shall not be modified (whether by alteration addition or omission) otherwise than by writing duly signed by both the parties. This Agreement constitutes the entire agreement between the parties and there are no promises or assurances or representations, oral or written, express or implied other than those contained in this Agreement.
- 40.** Any delay tolerance or indulgence shown by the Promoter in enforcing the terms and conditions of this Agreement or any forbearance or giving of time to the Purchaser(s) by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliances of any of the terms and conditions of this Agreement by the Purchaser(s) nor shall the same in any manner prejudice the rights of the Promoter.
- 41.** The Purchaser(s) hereby declare/s that he/she/they/it has gone through this Agreement and all the documents related to the said Property and has expressly understood the contents, terms and conditions of the same and the Promoter has entered into this Agreement with the Purchaser(s) relying solely on the Purchaser agreeing, undertaking and covenanting to strictly observe, perform, fulfil and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser to be observed, performed and fulfilled and complied with and therefore, the Purchaser(s) hereby agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Promoter and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-

performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser(s).

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

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

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

If the dispute or difference cannot be resolved within a period of 15 (fifteen) days, from the notice by the aggrieved party as above, then the dispute shall be referred to arbitration to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in English language and the venue and seat of the arbitration will be Mumbai. The arbitration shall be conducted by a sole arbitrator who shall be appointed by the Company.

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

46. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser(s) of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.
47. **STAMP DUTY & REGISTRATION CHARGES ON THIS AGREEMENT PAYABLE BY THE PURCHASERS ALONE:** All costs, charges and expenses including stamp duty and registration charges of this Agreement shall be borne and paid by the Purchaser(s). The Purchasers are fully aware of the provisions of the Bombay Stamp Act as amended from time to time. If any stamp duty over and above the stamp duty already paid on this Agreement including the penalty if any is required to be paid or is claimed by the Superintendent of Stamps or concerned authority, the same shall be borne and paid by the Purchaser(s) alone. The Purchaser(s) shall indemnify the Promoters against any claim from the stamp authorities or other concerned authorities in respect of the said stamp duty including penalty if any to the extent of the loss damage that may suffered by the Promoter. The Purchaser(s) shall also fully reimburse the expenses that may be incurred by the Promoter in consequences of any legal proceedings that may be instituted by the authorities concerned against the Promoter or vice versa on account of such liability. The Promoter has informed the Purchaser(s) that this Agreement has to be registered within 4 months of execution, or within successive 4 (four) months (on payment of requisite penalty by the Purchaser).
48. **ALL COST OF FORMATION OF ORGANISATION AND CONVEYANCE TO BE BORNE BY THE PURCHASER(S):** All costs charges and out of pocket expenses levies fees penalty or premium in connection with the formation of the said Organisation and execution of Conveyance of Building and of said Land as well as the cost of preparing, engrossing, stamping and registering all the agreement or any other documents or document required to be executed by the Promoters or the Purchasers as well as the entire professional costs of the Advocates of the Promoter in preparing and approving such documents shall be borne and paid by the proposed Organisation or proportionately by all the buyers in the Building including the Purchaser(s) herein as may be fixed by the Promoter, whose decision in this respect will be final and binding on the Purchaser(s). The Promoter shall not be liable to contribute anything towards such costs, charges and expenses and the proportionate share of such costs, charges and expenses and the proportionate share of such costs, charges and expenses payable by the Purchaser(s) shall be paid by them to the Promoter immediately on demand.
49. It is abundantly made clear to the Purchaser(s) that if the Purchaser(s) is/are a Non-Resident Indian / foreign national of Indian origin, in respect of all remittances,

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

50. Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be inoperative, void or illegal by a court of competent jurisdiction, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.
51. **REGISTRATION BY THE PURCHASERS:** The Purchaser(s) and Promoter shall present this Agreement as well as the Conveyance to be executed in future at the proper registration office of the Sub-Registrar within the time prescribed by the Registration Act and admit execution thereof.
52. **MARGINAL HEADINGS:** The marginal headings given to the various clause hereinabove are so given for the sake of convenience and easy reference only and they do not in any way govern or interpret the meaning thereof.
53. **THIS AGREEMENT TO SUPERSEDE OTHERS:** Save and except as may be specifically mentioned herein, this Agreement supersedes all documents and writings whatsoever (if any) executed or exchanged by and between the parties hereto prior to the execution hereof. The parties hereto hereby confirm, agree and acknowledge that

this Agreement represents and comprises the entire agreement between them in respect of the subject matter hereof.

54. The Promoter states that it is assessed to Income tax and the Permanent Account Number allotted to the Promoter is AABCL2130N.
55. The Purchaser(s) state/s that the he/she/it is assessed to Income tax and the Permanent Account Number allotted to the Purchaser is

1.

2

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of Land bearing Survey Nos. 80A, 83/2A, 83/3, 83/7 + 4B + 5B, 85/0 (part), 86/1, 90/1A (part) admeasuring 68, 691.33 sq.mtrs situate at village Kon, Taluka-Panvel, within the limits of Zilla Parishad, Raigad, Panchayat Samiti Panvel and Grampanchayat -Kon.

On or towards East: Kon-Savala-Rasayani Road

On or towards South: Others property

On or towards West: Existing Railway Line (Somathane Railway Station)

On or towards North: Proposed Indiabulls Residential development and others property

THE SECOND SCHEDULE ABOVE REFERRED TO:

Apartment bearing No. _____ admeasuring _____ square meters carpet area equivalent to _____ square feet of carpet area or thereabouts (inclusive of balconies but not inclusive of Service Area, Dry Yard and Flower Bed) located on the _____ floor in the building bearing No. _____ in Sector No _____ of the

complex known as “*Indiabulls Greens*” on the Property described in First Schedule above referred to alongwith the right to use _____ Car Parking Space/s.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Description Of Common Areas & Facilities)

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

SIGNED AND DELIVERED)

By the within named Promoter)

LUCINA LAND DEVELOPMENT LIMITED)

Through its Authorised **Signatory**)
_____)

duly authorised vide its Board Resolution)
dated _____

In the presence of...)

1.

2.

SIGNED AND DELIVERED by the)

Within named Purchasers)
_____)
_____)

In the presence of...)

- 1.
- 2.

RECEIPT

Received of and from the within named Purchaser/s, the sum of
Rs. _____ /- (_____) being of the
Rs. _____ /-(_____) being the
Purchase Price as within mentioned, to be paid by the Purchaser to the
Promoter on or before execution of this Agreement.

We say Received
For M/s. LUCINA LAND DEVELOPMENT LIMITED.

Authorised Signatory

DATED THIS ____ DAY OF _____ 2017

M/s. LUCINA LAND DEVELOPMENT LIMITED
.... Promoter

AND

.... Purchaser/s

AGREEMENT FOR SALE