

The Promoter endeavours to enter into the agreement for sale with allottees in the form substantially similar to this Proforma Agreement for Sale of Premises, however, the Promoter reserves its right to make suitable modifications/changes, if required, to this Proforma Agreement for Sale.

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“this Agreement”) made at Mumbai on this _____ day of _____, _____

BETWEEN

LARSEN AND TOUBRO LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at L&T House, N.M. Marg, Ballard Estate, Mumbai 400001 and having its Corporate Office at A. M. Naik Tower, L&T Campus, Gate No. 3, Jogeshwari - Vikhroli Link Rd, Powai, Mumbai 400 072, hereinafter referred to as **“the Promoter”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and permitted assigns) of the **ONE PART**;

AND

[_____], _____, having its registered office/place of business/ residing at _____, hereinafter referred to as the **“Allottee/s”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include in the case of an individual or individuals, his, her or their respective legal heirs, executors and administrators and permitted assigns; in case of a body corporate, its successors and permitted assigns; in case of a partnership firm, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their permitted assigns; in case of a Hindu undivided family, the Karta and the members/coparceners for the time being and from time to time of the undivided family and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their permitted assigns; in case of

a trust, the trustees for the time being and from time to time of the trust and the survivors or survivors of them and the heirs, executors and administrators of the last survivor of them and their permitted assigns) of the **OTHER PART**.

- A. The Promoter has been in possession of entitled and enjoined land admeasuring 2,34,952.18 sq. mtrs (hereinafter referred as “**the said Larger Land**”) is more particularly described in the **FIRST SCHEDULE** hereunder written. Copy of the plan delineating the said Larger Land is annexed hereto and marked as **ANNEXURE “A1 and A2 collectively”**;
- B. The said Larger Land comprises of (i) 1,86,225.17 sq. mtrs. as Industrial plot/IT plot (hereinafter referred as “**the Industrial Land**”) and (ii) 48,727.01 sq. mtrs. is the plot converted from industrial to residential on 18th December, 2019 (hereinafter referred to as “**the present I to R plot**”). The Promoter is in the process of conversion of further portion of the Industrial Land into I to R, from time to time (hereinafter referred to as “**the future I to R plot**”). The present I to R plot and the future I to R plot is hereinafter collectively referred to as “**the Total I to R Plot**”);
- C. The present I to R plot consists of (i) portion of area to be handover to MCGM as Amenity Open Space (“**AOS**”) from time to time; (ii) portion of area/plot area being developed as school and its facilities (“**School Plot**”); (iii) portion of area to be setback for road widening; (iv) right of access/way/ road between the School Plot and the Entire Project (defined hereinafter) (v) portion of area towards recreation ground/area and other adjoining road (v) the balance area admeasuring approximately 15,744.90 sq. mtrs. is designated for residential development in the present I to R Plot (hereinafter referred as “**the said Land**”);
- D. Out of the said Land admeasuring approximately 15,744.90 sq. mtrs., a portion of land admeasuring 998.44 sq. mtrs shall be considered as the land to be used for constructing the said Project (defined hereinbelow) hereinafter referred as “**the said Project Land**” and is more particularly described in the **SECOND SCHEDULE** hereunder written;
- E. The chain of title of the Promoter to the said Land (as defined hereinbelow) has been annexed hereto and marked as **ANNEXURE “B”** (Chain of Title);

- F. The copy of Certificate of Title issued by the Advocate of the Promoter in respect of the Project Land has been annexed hereto and marked as **ANNEXURE “C”**;
- G. The Promoter is developing the said Land in phases, and is intending to construct on the said Land thereon mixed used development in phases including several residential apartments and retail units on the said Land, alongwith various common amenities and facilities, as may be sanctioned by the concerned authorities, from time to time, in accordance with the building rules and regulations and bye-laws of the MCGM/ State Government/ or any other competent authority and such other laws, rules and regulations as may be in force at present and/or at any time hereafter and also subject to such terms and conditions as may be imposed by the MCGM/ State Government/ or any other competent authority. The entire project comprising of residential and/or commercial/retail/towers/buildings, the common areas and other facilities on the said Land, shall be known as the **“ELIXIR RESERVE PROJECT”** hereunder written (**“the Entire Project”**); A copy of the sanctioned layout for the said Land is annexed hereto and marked as **ANNEXURE “D”**. A copy of the proposed layout (subject to suitable modification from time to time), which also indicate future development for the said Land, is annexed hereto and marked as **ANNEXURE “E”**;
- H. By and under a commencement certificate bearing No. CHE/ES/2335/S/337(NEW)/CC/1/New dated 23rd February, 2022 (**“the said Commencement Certificate”**) issued by the MCGM, the Promoter has been given the permission to commence the construction / development upto top of parking level only (+ 4.50m level) of the said Project. The said Commencement Certificate is annexed hereto and marked as **ANNEXURE “F”**;
- I. The Promoter shall be entitled and be at liberty to carry out construction/development on the said Larger Land/the said Land, in such manner as the Promoter may deem fit and proper, as per its’ sole discretion, provided the Promoter shall not make any change in the location, area and dimensions of the said Premises (defined hereinbelow) sold to the Allottee/s;

- J. The approved plan for the Elixir Reserve Project provides for a common layout wherein certain infrastructures, the Common Areas And Facilities And Amenities (defined hereinbelow), podium, gardens and other open areas, pathways/roads, entrance gates, drainage pipes, electricity sub-stations, water connections, sewage treatment plants (STPs), borewell, parking, water harvesting, etc., are for common use of development of the Elixir Reserve Project;
- K. The present approved layout provides for a right of access/way/road ("said road") through the said Land, from saki vihar road to the future development on the said Larger Land. The UG tanks and utilities for the Entire Project (including Retail Unit Project/s) and for School are/shall be passing under / below the said road;
- L. This Agreement is in connection with developing, constructing, marketing, sales, etc. the residential towers on the said Land, subject to receipt of requisite approvals, in accordance with the plans, height, designs and specifications as approved by the MCGM/concerned local authority, from time to time;
- M. The construction and development of the residential building known as **"ATTHIS"** (**"the said Building"**) on the portion of the said Project Land/the Entire Project, admeasuring 998.44 sq. mt. area of thereabouts more particularly stated in **SECOND SCHEDULE** hereunder written (hereinafter referred to as **"the Project Land"**), has been registered as the real estate project viz. **ATTHIS at L&T Realty Elixir Reserve** (hereinafter referred to as **"the said Project or the Real Estate Project"**) with the Real Estate Regulatory Authority (**"Authority"**), under the provisions of the Real Estate (Regulation and Development) Act, 2016 (**"RERA"**) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (**"RERA Rules"**). The Authority has duly issued the Certificate of Registration for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as **ANNEXURE "G"** hereto;
- N. The Entire Project consists of multiple buildings, and the following building being constructed/developed on portion of the said Project Land admeasuring 998.44 sq. mt. area of thereabouts, is referred to as **"the said Building"**;

RERA Project	Podium	Stilt	Basements	Plinth	Upper floors (Upto)
ATTHIS at L&T Realty Elixir Reserve	1	1	3	1	25 floors

The Promoter has an option to increase the floors/habitable residential levels of the said Building, subject to the approvals from the Authorities (defined hereinbelow), if required;

- O. The Allottee/s has applied to the Promoter for allotment of Premises (**“the said Premises”**) more particularly described in the **THIRD SCHEDULE** hereunder written, being constructed/developed on portion of the said Project Land;
- P. The Promoter has entered into a standard agreement with Architect, registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects. The Promoter reserves the right to change the Architect at the sole discretion of the Promoter;
- Q. The Promoter has appointed Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer, till the completion of the building/s in the Project. The Promoter reserves the right to change the structural Engineer at the sole discretion of the Promoter;
- R. The Promoter has sole and exclusive right to sell the apartments/units in the said Project, constructed/to be constructed by the Promoter on the said Land and to enter into agreement/s with the allottee(s)/s of the apartments and to receive the sale consideration in respect thereof;
- S. The Promoter has given inspection, to the Allottee/s, of all the documents of title relating to the said Land and the plans, designs and specifications prepared by the Promoter's Licensed Surveyor, and Architect, and of such other documents as are specified under the Act and the Rules and Regulations made thereunder;
- T. The Allottee/s has, prior to the date hereof, examined a copy of the Registration Certificate, in detail, through his/her/its Advocate and Planning and Architectural Consultants. The Allottee/s has agreed and consented to

the development of the said Project. The Allottee/s has also examined all the documents and information uploaded by the Promoter on the website of the MahaRERA, as required by the Act and the Rules thereunder, and has understood the documents and information, in all respects thereof;

- U. The copies of Property Register Card showing the nature of the title of the Promoter to the said Land, on which the apartments are constructed or are to be constructed, have been annexed hereto and marked as **ANNEXURE "H"**;
- V. The copies of the plans and specifications of the said Premises, agreed to be purchased by the Allottee/s, as sanctioned/approved and/or being sanctioned/approved by the local authority, are annexed hereto and collectively marked as **ANNEXURE "I"**;
- W. The Promoter has obtained some of the approvals from the MCGM/concerned local authority(s) to the plans, specifications, elevations, sections of the building/s and shall obtain the balance approvals, including approval for commencement of construction, from various authorities, from time to time, so as to obtain the building completion certificate or occupancy certificate of the said Project;
- X. The Allottee/s is aware that all the relevant plans, approvals, etc. are uploaded on the RERA website of the said Project. The Promoter has shown to the Allottee/s, all the relevant plans approvals, plans, etc. and the Allottee/s has satisfied with the same;
- Y. The Promoter has accordingly commenced construction of the said Project, in accordance with the approved/sanctioned and/or being approved/sanctioned plans;
- Z. The carpet area of the said Premises is more particularly described in the **THIRD SCHEDULE** hereunder written, and "**carpet area**" means the carpet area, as defined in RERA;
- AA. Prior to the execution of these presents, the Allottee/s has paid to the Promoter a sum more particularly described in the **FOURTH SCHEDULE** hereunder written, being part payment of the Consideration (defined hereinbelow) of the said Premises, agreed to be sold by the Promoter to the

Allottee/s, as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has agreed to pay, to the Promoter, the balance of the Consideration, in the manner hereinafter appearing;

- BB. As per the Act, the Promoter is required to execute a written agreement for sale ("**Agreement for Sale or this Agreement**") of the said Premises, with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908;
- CC. 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 Allottee/s hereby agrees to purchase the said Premises alongwith ancillary areas (if applicable) and car parking space/s more particularly described in the **THIRD SCHEDULE** hereunder written.
- DD. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

1. **THE RECITALS FORM PART OF THE AGREEMENT:**

All the aforesaid recitals shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

2. **CONSTRUCTION OF REAL ESTATE PROJECT & ENTIRE PROJECT:**

- 2.1 The Promoter has obtained IOD (Intimation of Disapproval) dated 31st December 2021 bearing no. CHE/ES/2335/S/337(NEW)/IOD/1/New upto 25 floors for the said Project and obtained the said Commencement Certificate.
- 2.2 The Promoter shall construct the said Building/Project as mentioned in below table, subject to receipt of balance requisite approvals, on

portion of the said Project Land/the Entire Project admeasuring 998.44 sq. mt. area of thereabouts, in accordance with the plans, height, designs and specifications as approved by the MCGM/concerned authority/ies, from time to time.

RERA Project	Podium	Stilt	Basements	Plinth	Upper floors (Upto)
ATTHIS at L&T Realty Elixir Reserve	1	1	3	1	25 floors

Provided that, the Promoter shall have to obtain prior consent, in writing, of the Allottee/s in respect of variations or modifications which may adversely affect the said Premises of the Allottee/s, except any alteration or addition required by any Government authorities or due to change in law or any change as contemplated by any of the disclosures already made to the Allottee/s in terms of the below sub-clauses, for which no consent of the Allottee/s is/are required.

- 2.3 The Promoter is in the process of obtaining an aviation approval/ permission. If the aviation approval is received for below 25th floor, the Promoter may reduce the number of floors of the said Project. Due to such reduction in the floors, the unutilised FSI shall be allowed to be utilised by the Promoter in the other phases and/ or in the adjacent area of the Larger Land, and no further specific consent of the Allottee/s is/are required for the above and the Allottee/s shall not raise any objection for the above, at any time in future. The Allottee/s is also aware the aforesaid scenario is also specifically mentioned in the proposed plans uploaded on the RERA website of the said Project.
- 2.4 The Allottee/s is/are aware that, subject to obtaining of requisite approvals from the concerned authorities, the Promoter shall have the right to increase the floors/the habitable residential levels above the 25th floor of the Building. The Promoter may register with the Authority, the premises/apartments/units above 25th floor, either as a separate real estate project or as a part of the Real Estate Project, and the possession/ completion date of such separate real estate project may be at a different date, and the Allottee/s give the explicit consent to the Promoter for the same and the Allottee/s agree, confirm and undertake

that the Allottee/s shall not raise any objection in this regard, at any time.

- 2.5 It is clarified that the current layout as sanctioned and disclosed to the Allottee/s may be subject to minor changes or revisions as per the requirements of the Architect or Engineer of the Project; or as may be required by the concerned local authority/the Government; or as may ultimately be approved and/or amended and sanctioned by the Municipal Corporation and/or other bodies and/or authorities concerned or such other alterations which may be made, and the Allottee/s hereby give their consent for the same. Provided however, that the Promoter shall be permitted to make such variations/amendments to the layout/plans/building plans as may be permitted under the applicable laws, without the consent of the Allottee/s.
- 2.6 The Entire Project shall be constructed in phase wise manner. The Phase I to be constructed on the said Land shall comprise of (a) several residential towers which shall consist of residential apartments, (b) common areas and facilities and amenities which includes club house and swimming pools (hereinafter referred to as “**Common Areas And Facilities And Amenities**”), (c) car parkings, (d) retail units, etc.
- 2.7 The retail units alongwith the car parkings required for retail units may be registered by the Promoter under RERA as separate real estate project(s) (hereinafter referred to as “Retail Unit Project/s”), if required, as per RERA/RERA Rules (defined hereinbelow) amended from time to time;
- 2.8 The Retail Unit Project/s may / may not be part of the Apex Body (defined hereinbelow). The Retail Unit Project/s shall not be allowed to utilise and enjoy the Common Areas And Facilities And Amenities provided to the residential project/s. However, the Retail Unit Project/s may be allowed to access, the common road on the present I to R plot provided by the Promoter, by making proportionate payment/ charges towards the utilities/ maintenance of such common road access facilities availed thereof.
- 2.9 The Entire Project may be extended by the Promoter with one or more parcel of future I to R plot, by developing/constructing various

residential towers/apartments/commercial premises/retails units in further phases after obtaining the future I to R. All the allottees of the further phases shall also enjoy and utilise the Common Areas And Facilities And Amenities alongwith the allottees/occupants of the Entire Project. The residential towers which may be developed/constructed by the Promoter in the adjoining portion of the Larger Land may or may not be part of Apex Body, and, if the Promoter desires to include such residential towers as part of the Apex Body then the allottees/occupants therein shall also be allowed to enjoy and utilise the Common Areas And Facilities And Amenities alongwith the allottees/occupants of the Entire Project and such occupants/allottees and/or their society therein shall make proportionate payment/charges towards the Common Areas And Facilities And Amenities availed thereof.

- 2.10 The Promoter shall construct and provide a club house and swimming pool (hereinafter referred to as “**Club House**”), which shall be common for and used by all the allottee/s occupant/s of residential towers of all the phases of the Entire Project as well as the extended project/s of future I to R plot. The Promoter shall commence construction of the Club House during the construction /development of Phase I of the Entire Project. The Club House, which will be common for the Entire Project as well as the extended project/s of future I to R plot, may/may not be ready at the time of obtaining occupation certificate of the said Project (defined hereinbelow). In the event the Club House is ready, the Allottee/s is/are aware that the Club House shall be operated in phase wise manner by allowing to be utilised /enjoyed partially by all the allottees of the Project till completion of all the phases of the Entire Project and the extended project/s of future I to R plot. The proportionate cost, outgoings & taxes, and CAM charges towards the partial utilisation of the Club House shall be borne by the Allottee/s alongwith the other allottees of the said Project till formation of the Society, and once the Society is formed, the proportionate cost, outgoings & taxes, and CAM charges shall be borne by the Society on behalf of the Allottee/s and other allottees of the said Project. In the event one or more Society/ies request/s for opening/operating the entire Club House before completion of all the phases of the Entire Project and the extended project/s of future I to R plot, then in such an event, the entire cost, outgoings & taxes, and CAM charges towards the

utilisation/ enjoyment of the Club House shall be borne by the respective Societies amongst themselves on pro rata basis without any demur or protest.

3. AGREEMENT AND PAYMENT:

- 3.1. The Allottee/s hereby agree/s to purchase from the Promoter, the Promoter hereby agree to sell to the Allottee/s, the said Premises more particularly stated in **THIRD SCHEDULE** (hereinafter referred to as "**the said Premises**"). The Allottee/s has/have applied to the Promoter for allotment of the said Premises. The said Premises is more particularly described in the **THIRD SCHEDULE** hereunder written and hatched in red colour as shown in the Floor Plan thereof hereto annexed and marked as **ANNEXURE "J"** for the consideration more particularly stated in the **FOURTH SCHEDULE** (hereinafter referred to as "**the Consideration**") exclusive of GST and other applicable taxes. Along with said Premises, ancillary area (if applicable) more particularly mentioned in the **THIRD SCHEDULE** ("**the said Ancillary Area**") shown on the Plan at **ANNEXURE "J"** hatched in blue colour has been provided. The amenities, fixtures, fittings appurtenant to the said Premises are more particularly described in the **FIFTH SCHEDULE** hereunder written ("**Premises Facilities**"). The Allottee/s is also aware and further explicitly consents towards proposed changes/amendments in the floor plan which are also uploaded on the RERA website of the said Project. The nature, extent and description of the (a) Common Areas And Facilities And Amenities and (b) The Key Common Areas And Amenities which are more particularly described in the **SIXTH SCHEDULE** hereunder written.
- 3.2. The Allottee/s is further desirous of using car parking space in the Project. Acceding to the aforesaid request of the Allottee/s, and pursuant to the discussions and negotiations between the Allottee/s and the Promoter, the Promoter has agreed to allocate to the Allottee/s without any additional consideration the right to use car parking space(s) more particularly stated in **THIRD SCHEDULE** exclusively for the use of the Allottee/s's own vehicle and/or for parking guests/visitors' vehicle of such Allottee/s and for no other purpose whatsoever, and the exact location and identification of such car parking space/s in the common area of basements/podium/stilt will be finalized by the

Promoter only upon completion of the Real Estate Project in all respects (“**the said Car Parking Space**”). The Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the use of the said Car Parking Space by the Promoter, from time to time. It is clarified that the Promoter has provided a mandated reserved area of car parking for the visitors/guests of the allottees of the Project.

- 3.3. The Allottee/s has/have paid on or before execution of this Agreement, a sum more particularly mentioned in **FOURTH SCHEDULE** (not exceeding 10% of the Consideration) as earnest money or application fee (“**Earnest Amount**”) and hereby agree/s to pay to the Promoter the balance amount of the Consideration more particularly in **FOURTH SCHEDULE** payable by the Allottee/s strictly in the manner and as per the payment instalments mentioned in **FOURTH SCHEDULE (“Payment Plan”)**
- 3.4. The Allottee/s shall pay the above Consideration into the bank account more particularly stated in **FOURTH SCHEDULE** as agreed between the Promoter. Such Consideration towards the said Premises shall be paid in instalments, in accordance with the progress of the construction of the Building and in the manner as set out in the clause 3.3 above as well as **FOURTH SCHEDULE**, time being the essence of the contract. The Promoter shall issue a notice/demand note to the Allottee/s intimating the Allottee/s about the stage-wise completion of the Building as detailed in clause 3.3 as well as **FOURTH SCHEDULE** (the payment at each stage is individually referred to as “**the Instalment**” and collectively referred to as “**the Instalments**”). The payment of the corresponding instalment (as per the Payment Plan) shall be made by the Allottee/s within 15 (fifteen) days of the Promoter making a demand for the payment of the Instalment, time being the essence of the contract. A notice/ intimation forwarded by the Promoter to the Allottee/s that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed.
- 3.5. It is agreed between the Parties that for the amount which becomes due and payable by Allottee/s on the basis of achieving certain milestones, then irrespective of the proposed date on which such

milestone was to be achieved, as per proposed schedule of progress disclosed to Allottee/s, the amount shall become payable by the Allottee/s on the date on which such milestone is actually achieved. The Promoter shall be entitled to construct the Building/Project faster and complete it earlier than what is disclosed as the proposed schedule of progress and in such scenario the Promoter reserves the right to change/ revise the payment instalment schedule and accordingly, the Allottee/s shall be obligated to make the balance payment of the Consideration as per the revised payment schedule.

- 3.6. The Consideration shall be paid only to the Promoter or its notified bank(s) and all payments shall be made by way of demand drafts/ pay orders/ cheques/ RTGS/ ECS/ NEFT, in the name more particularly stated in **FOURTH SCHEDULE** which is the bank account as agreed by the Promoter (hereinafter referred to as “**the Bank Account**”). In case of any financing arrangement entered by the Allottee/s with any bank/NBFCs/financial institution with respect to the purchase of the said Premises, the Allottee/s undertakes to direct such bank/NBFCs/financial institution to, and shall ensure that such bank/NBFC/ financial institution does disburse/pay all such amounts due and payable to the Promoter through an account payee cheque/demand draft/pay order/wire transfer drawn in favour of/to the account of the Promoter mentioned hereinabove. Any payments made in favour of/to any other account other than as mentioned hereinabove shall not be treated as payment towards the said Premises. The Allottee/s shall satisfy the Promoter either through its banker’s commitment or in such other manner as shall be determined by the Promoter with regard to the security for the payment of each Instalment of the Consideration. The Promoter shall be entitled to change the account (as set out hereinabove) by giving a written notice to the Allottee/s to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and/or the aforesaid financial institution in such new account. Such written notice shall be effective only if it is issued jointly by the Promoter and signed by both of them. If such bank/NBFC/financial institution defaults in disbursing/paying the sanctioned amounts or part thereof and/or reduces the eligibility of the loan as sanctioned or part thereof as payable to the Promoter in the manner detailed in the **FOURTH SCHEDULE** hereunder written, then the Allottee/s agree(s) and

undertake(s) to pay such amounts to the Promoter in the manner detailed in the **FOURTH SCHEDULE** hereunder written, otherwise, the same shall be construed as a default on the part of the Allottee/s and the Promoter shall be entitled to exercise the provisions of Clause 24.2 herein below. The Allottee/s further agree(s) and confirm(s) that in the event the Allottee/s enter(s) into any loan/financing arrangement with any bank/NBFC/financial institution, then such bank/NBFC/ financial institution shall make/release the payments, from the sanctioned loan, towards the Consideration directly to the bank account of the Promoter, based on the payment schedule as described herein, upon receiving the demand letter/notice from the Promoter addressed to the Allottee/s and to the bank/NBFC/financial institution.

- 3.7. The Consideration payable in instalments in accordance with Clause 3.3 above as well as **FOURTH SCHEDULE** excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST), and Cess or any other taxes and/or cesses which may be levied, in connection with the development and construction of and carrying out the Project) up to the date of handing over the possession of the said Premises to the Allottee/s, all of which shall be borne and paid by the Allottee/s alone. Any and all taxes, including GST, Stamp Duty, and any tax, levy or imposts etc. arising from sale or transfer of the said Premises to the Allottee/s or the transaction contemplated herein shall be borne and paid by the Allottee/s alone.
- 3.8. The Allottee/s shall deduct tax at source ("**TDS**") from each instalment of the Consideration and any other charges as required under the Income tax Act, 1961 and any applicable law. The Allottee/s shall duly cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 within the time stipulated under the Income Tax Act, 1961. In the event of any loss of tax credit to the Promoter due to the Allottee/s's failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoter from the Allottee/s. The Allottee/s agrees and undertakes to pay all such taxes, as may be applicable, in present and future, in respect of the said Premises. The Allottee/s hereby indemnify and shall keep indemnified, the Promoter of all claims, expenses, penalty and charges towards GST and/or any other charges/taxes, as may be introduced by the Government and/or the Local Bodies and the Allottee/s shall be solely liable to bear and pay

the same, as and when called upon to do so, by the Promoter. The Allottee/s agrees and confirm that in the event of delay/default in making payment of the TDS or any such taxes or amounts under this Agreement as called upon by the Promoter, then without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee/s and the Allottee/s shall forthwith pay the adjusted amount due and payable by the Allottee/s to the Promoter.

- 3.9. Notwithstanding anything contained herein, each payment made by the Allottee/s shall be allocated at the discretion of the Promoter. It will be the sole discretion of the Promoter to appropriate any amounts received from the Allottee/s towards the payment of any Instalments of the Consideration or any amount that may be owed by the Allottee/s to the Promoter.
- 3.10. The Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time and the Allottee/s shall pay such proportionate share, as demanded by the Promoter. Further the Promoter undertakes and agrees that while raising a demand on the Allottee/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 Allottee/s, which shall only be applicable on subsequent payments.
- 3.11. The Allottee/s hereby confirm that, from the date of entering into this Agreement, it shall be the obligation of the Allottee/s to bear and pay any additional development charges for layout conditions and fulfilment thereof and the same shall be borne and paid by the Allottee/s alongwith the other Allottee/s in the Project and the Promoter shall not be responsible or liable to pay the same.

- 3.12. The Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, out-of-pocket expenses and/or incidental charges in connection with the documents to be executed for the sale of the said Premises including on this Agreement all of which shall be borne by the Allottee/s, in addition to the Consideration.
- 3.13. The Promoter may allow, in their sole discretion, a rebate for early payments of equal instalments payable by the Allottee/s by discounting such early payments more particularly stated in the **FOURTH SCHEDULE** for the period by which the respective Instalment has been preponed (rates to be determined by the Promoter in their sole discretion). The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee/s by the Promoter.
- 3.14. The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction and development of the Building is complete and the occupancy certificate in respect thereof is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent) or such other larger percentage provided under applicable laws. The Consideration payable for the carpet area shall be recalculated (if required) upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the abovementioned variation cap, then the Promoter shall refund the excess money paid by the Allottee/s within forty-five (45) days with annual interest at the rate specified under the RERA/RERA Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 3.1 of this Agreement. For the purpose of this clause, the term “carpet area” shall have the same meaning as described in the Act. However, notwithstanding the foregoing, it is expressly clarified that no adjustment will be made to the Consideration if the difference between the actual carpet area of the said Premises and the carpet area mentioned under this Agreement is less than or equal to 3% (three percent).

- 3.15. The Allottee/s authorize/s the Promoter to adjust/appropriate all payments made by him/her/it/them under any head(s) of dues against lawful outstanding, if any, in his/her/its/their name/s as the Promoter may in their sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoter to adjust his/her/its/their payments in any manner. The amount/s paid by the Allottee/s to the Promoter shall be appropriated firstly towards taxes payable by him/her, then towards interest payable for all outstanding instalments towards the Consideration in respect of the said Premises, cheque bounce charges (if any), then any administrative expenses and lastly, towards consideration/outstanding dues in respect of the said Premises.
- 3.16. The Promoter have agreed to sell to the Allottee/s and the Allottee/s has/have agreed to acquire from the Promoter the said Premises on the basis of the carpet area only and the Consideration agreed to be paid by the Allottee/s to the Promoter is agreed on the basis of the carpet area of the said Premises.
- 3.17. The Promoter has specifically informed the Allottee/s that in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee/s to the Promoter, then the Allottee/s shall be liable to provide the source of the amount paid by the Allottee/s to the satisfaction of such authorities or agency. The Allottee/s hereby indemnify/ies the Promoter and continue/s to keep the Promoter indemnified against all the expenses, charges and payments arising out of failure of providing satisfactory reply to the statutory or Government or Semi-Government Authority or agency or Revenue Authorities or any other statutory authorities for any amount paid by the Allottee/s either from his/her/its/their own account or made through third party. In the event the Allottee/s is/are not able to satisfy the statutory authorities about the source of the payment made to the Promoter then, the Promoter shall be entitled to withhold the possession of the said Premises or exercise the option to terminate this Agreement.

3.18. The Promoter shall be entitled to securitize the Consideration and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/NBFCs/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Consideration and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

4. **OUTGOINGS:**

4.1. On and from the Handover Date (defined hereinbelow), the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Premises) of Outgoings including local taxes, betterment charges or development tax or security deposit for the purpose of providing the provision for water connection, provision for the drainage connection and/or provisions for the electricity connection and any other charges of similar nature or such other levies by the concerned local authority and/or Government and also including charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and maintenance charges, charges and fees payable to any third party/agency engaged by the Promoter as per this clause and all other expenses necessary and/or incidental to the management and maintenance of the said Land/ Elixir Reserve Project and/ or the Project (collectively referred to as “**the Outgoings**”). In determining such proportionate share of the Allottee/s in the Outgoings the discretion of the Promoter shall be conclusive and binding upon the Allottees/s. Until the Society /association for individual Project and/or Building(s) (hereinafter is referred to as “**the Association**”) is formed and the said structure of the Building (excluding basements and podiums) is conveyed/transferred/assigned/sub-leased to the Association, the Allottee/s shall pay to the Promoter, the Outgoings.

4.2 The Allottee/s shall pay adhoc maintenance charges, as detailed in the **FOURTH SCHEDULE** hereunder, to the Promoter (“Adhoc Maintenance Charges”) towards proportionate maintenance charge/expenses of (a) the said Building and (b) Common Areas And Facilities And Amenities

from the Handover Date. The Allottee/s agrees and confirms that at the time of the hand over of Society by the Promoter, the balance of Adhoc Maintenance Charges, if any, shall be handed over to the Society/ Association without any interest, subject to deduction of any dues, if any, payable by the Allottees.

Notwithstanding anything contained in Clause 4.2 herein, until the handover of charge to the Society/Association, the Allottees shall continue to pay the monthly maintenance charges to the Promoter and/or its nominee.

- 4.3 The Allottee/s shall keep deposited with the Promoter an amount as detailed in the **FOURTH SCHEDULE** hereunder, towards “Refundable Deposit”. The said Refundable Deposit shall remain with the Promoter and shall not carry any interest. The Allottee/s agrees and confirms that upon conveyance and/or handover to the Apex Body, the said Refundable Deposit shall be handed over to the Apex Body, subject to deduction of any dues, if any, payable by the Allottee/s and/or Society/Association.

Notwithstanding anything contained in Clause 4.3 herein, from the date of handover to the respective Society until conveyance of the said Land/handover to Apex Body, the respective Society/Association shall continue to pay to the Promoter or legal entity, the proportionate monthly maintenance charge/expenses of the Common Areas And Facilities And Amenities.

- 4.4 The Promoter shall maintain separate account in respect of Adhoc Maintenance Charges and the Refundable Deposit received by the Promoter from the Allottee/s, and shall utilize the amounts only for the purposes for which they have been received.
- 4.5 The Allottee/s shall, on or before delivery of possession of the said Premises, deposit/pay to the Promoter, certain amount more particularly stated in **FOURTH SCHEDULE** (hereinafter referred to as the said “**Other Charges**”). At the time of hand over of the Society by the

Promoter, the share application amount collected by the Promoter referred in Other Charges, shall be handed over to the Society, without interest.

4.6 The Promoter shall be entitled, at its sole discretion to engage the services of any third-party service provider(s) for the purpose of maintenance and management of the Common Area and Facilities And Amenities, on such terms and conditions as the Promoter may deem fit. The decision of the Promoter in this regard shall be binding on the Allottee/s. The costs, charges, fees and expenses for availing such services from the third-party forming part of the Outgoings shall be payable by the Allottee/s. It is clarified that the Promoter may (at its sole discretion) charge the Outgoings proportionately to the Allottee/s or to the Association or the Apex Body.

4.7 The Allottee shall make payment towards formation and registration of the Apex Body; and all legal costs, charges and expenses including professional costs of the Advocates of the Promoter in connection with preparation of the conveyance/lease deed etc. The Allottee/s agrees that the Promoter shall not be required to give details of these expenses;

5 PROPERTY TAXES & NA TAXES:

Until formation of society/Association, the property tax and NA tax (hereinafter referred to as “**Property Tax & NA Tax**”), as determined from time to time, shall be borne and paid by the Allottee/s on and from the Handover Date, separately from any of other consideration / levy / charges, etc. After formation of the society/Association, the Property Tax & NA Tax as determined from time to time, shall be borne and paid by the society/Association. The said amount shall be paid by the Allottee/s or the society/Association (as the case may be) on or before 30th April of each financial year in advance, based on the estimate provided by the Promoter/facility management agency for the next financial year, which shall be provided on or before 15th April of the relevant financial year. If the Allottee/s or the society/Association fail to make the Property Tax & NA Tax on or before 30th April of each financial year, in advance, for the next financial year, the Allottee/s and/or the society/Association shall be liable to

pay interest as levied by the concerned Authorities together with late payment charge amounting to 5% (five per cent). The Promoter shall not be responsible for any penalty/delay/action on account of such the Property Tax & NA Tax amount payable to the authority and the same shall entirely be to the account of the Allottee/s and/or the society/Association.

6 BUILDING PROTECTION DEPOSIT:

6.2 The Allottee/s shall, on or before the Handover Date, pay to the Promoter, the Building Protection Deposit set out in the **FOURTH SCHEDULE** hereto.

6.3 The Building Protection Deposit shall be returned to the Allottee/s after completion of fit-out/interior work by the Allottee/s, if any, and subject to the possession policy and permissible changes policy of the Promoter.

6.4 The Allottee/s hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Allottee/s shall notify the Promoter about completion of all fit-out or interior works in the said Premises. On receiving this notification, the Promoter's representatives/ nominees shall inspect the said Premises, its immediate vicinity and attached Key Common Areas And Amenities like lift lobbies, etc. for compliance with possession policy and policy on permissible changes. If all changes made by the Allottee/s are in adherence to permissible changes policy then the Building Protection Deposit shall be returned.

6.5 In the event any violations are observed by the Promoter's representatives/ nominees then the same shall be intimated to the Allottee/s and the Allottee/s shall get the same rectified within 15 (fifteen) days from the date of the said intimation at his/her/their/its cost and risk.

6.6 In the event the Allottee/s fails to do the same, then the Promoter shall get the same rectified at cost and risk of the Allottee/s. The Allottee/s shall be solely responsible for all costs incurred in this regard, which shall be recovered from the Building Protection Deposit.

6.7 The Promoter/facility management agency shall be entitled to get the said cheque and deposit the same for recovery of the amount. The Allottee/s shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment, etc. The Allottee/s hereto provides unconditional and irrevocable consent to the Promoter to insert date on the cheque, as per its sole discretion and the Allottee/s has no objection to the same and waives all his / her/ its rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Allottee/s, the Promoter/facility management agency shall raise bills/invoices on the Allottee/s and the Allottee/s undertakes to pay the same within 15 (fifteen) days from the date of such invoice. In case the Allottee/s refrains from paying the additional amount, the same shall be adjusted from the common area maintenance charges duly paid by the Allottee/s and shall be reflected as arrears and shall be claimed from the Allottee/s by the society/Association, at the time same is formed.

7 COMPLIANCE OF LAW BY PROMOTER:

The Promoter hereby agrees to respectively observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Allottee/s, obtain from the concerned local authority Occupancy and/or Completion Certificate in respect of the said Premises /Project.

8 TIME IS OF THE ESSENCE:

Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the Project and handing over the said Premises to the Allottee/s and the structure of the Building (excluding basements and podium) to the Association within three months from the date of issuance of the Occupancy Certificate for the Building or within one month from the registration/constitution of the Association (whichever is later), as the case may be. Similarly, the Allottee/s shall make timely payments of the Instalments as provided in Clause 3.3 herein above

and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter.

9 DISCLOSURES TO THE ALLOTTEE/S:

The Allottee/s agree(s), declare(s) and confirm(s) that:

9.1 TITLE:

The Allottee/s has/have satisfied himself/herself/itself/themselves about the title of the Promoter to the said Larger Land/the said Land and the entitlement of the Promoter to develop the said Larger Land/the said Land. The Allottee/s shall not be entitled to further investigate the title of the Promoter and no requisition or objection shall be raised on any matter relating thereto.

9.2 APPROVALS:

The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the approvals and permissions issued in respect of the development of the said Land, the said Larger Land.

9.2.1 The Allottee/s has/have satisfied himself/herself/ itself/themselves with respect to the drawings, plans and specifications in respect of the said Building, the said Land, the layout thereof, the layout of the Project, IOD, CC, building plans, floor plans, designs and specifications, Common Areas And Facilities And Amenities (including as mentioned in the **SIXTH SCHEDULE** hereunder written).

9.2.2 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the internal fixtures and fittings to be provided in the said Premises, as listed in the **FIFTH SCHEDULE** hereunder written and undertakes that the Allottee/s shall not raise any objection in respect thereof hereafter.

9.2.3 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the designs and materials for construction of the buildings/structures on said Land and

undertakes that the Allottee/s shall not raise any objection in respect thereof hereafter.

9.2.4 At present, the Promoter estimates that the full and maximal development potential of the said Larger Land may permit utilisation of the full development potential on the said Larger Land. The aforesaid development potential may increase during the course of development of the said Land/ the said Larger Land, and accordingly, the Promoter shall be entitled to all such increments and accretions thereto.

9.2.5 The Promoter currently envisages that the Project included amenities, shall be provided in the layout of the Project and the said Land. Whilst undertaking the development of the Project and the said Larger Land to its full and maximal potential, there may be certain additions/modifications to the Project included Amenities and/or relocations/realignments/re-designations/ changes, and the Allottee/s hereby consents and agrees to the same.

9.2.6 The Allottee/s has/have carried out his/her/it's/their independent due diligence and search in respect of the development of the said Project, the said Land, the said Larger Land and the Project being undertaken by the Promoter and pursuant thereto, find no inconsistency in the development/ construction of the said Project, the said Land, the Project and the said Larger Land, and also in compliance of applicable laws including but not limited to the Act/DCR.

9.3 COMMON GARDEN & COMMON PERIPHERAL ROAD

The Promoter may at its sole discretion develop the common garden (Natures Trail) on any portion of the said Larger Land and may also develop common roads on peripheral to the said Larger Land (hereinafter referred to as “**the said Natures Trail & Facilities.**”). The Promoter reserves its rights towards the said Natures Trail & Facilities and the same may be allowed to be used and enjoyed by the Allottee/s, other allottees of the said Project/ Retail Unit Project(s) / commercial premises / School/ occupants of the residential projects alongwith the

occupants of the projects, if any, developed/to be developed on the Larger Land and/or adjacent land owned by the Promoter, and each occupants/ allottee/s shall pay the proportionate charges or costs respectively, towards the maintenance of the said Natures Trail & Facilities, without any demur or protest. The Promoter shall always, at its sole discretion, reserve the right to allows the third party(es) to enter and use of said the Natures Trail & Facilities, and maintenance of the same may be given by the Promoter to third party(ies) including collections of required charges/cost thereto. The ownership of the said Natures Trail & Facilities shall be retained by the Promoter and the Promoter shall at its sole discretion, convey the same to the third party(ies) in part or full, if the Promoter deems fit and proper.

10 FIXTURES, FITTINGS, AMENITIES AND COMMON AREAS:

10.1 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided in the said Premises with particular brand, or price range (if unbranded) to be provided by the Promoter in the Building and the said Premises are as set out in the **FIFTH SCHEDULE** hereunder written. In the event of such fittings/amenities of the said specifications are not available in the market wherefrom other materials are procured, the Promoter may provide fittings/amenities of similar brand or make or as close to the said specifications as the circumstances may permit or their near substitutes.

10.2 The Common Areas And Facilities And Amenities specified in the **SIXTH SCHEDULE** hereunder written shall be made available to the Allottee/s on a non-exclusive basis in a phase wise manner on such terms and conditions as may be applicable. It is clarified that the Allottee/s shall not be entitled to any other amenities other than those provided in the **FIFTH SCHEDULE** hereunder written. In case there are any additional amenities which are not provided for in the **FIFTH SCHEDULE**, the use and allocation thereof shall be at the sole discretion of the Promoter whose decision shall be final and binding. The Promoter shall, post issuance of possession demand letter, take steps to provide access to public utilities including water. However, the Promoter shall not be responsible for water supply and/or delays on the part of utility provider/s. The Promoter shall, however, make alternate arrangements to provide potable water, for initial 3 months from Handover Date or

till such time the relevant authority/utility provider does not supply water, whichever is earlier. The location of Common Areas And Facilities And Amenities, if indicated on the Project Layout, is tentative and subject to change with the approval of the authority(ies).

10.3 The Promoter may undertake the development of the subsequent phases and the Allottee/s herein along with the other allottees/ purchasers of subsequent phases may jointly be entitled to use, occupy and enjoy the Common Areas And Facilities And Amenities constructed in the Project including such additional amenities and facilities which the Promoter may construct while undertaking the subsequent phases.

11 FLOOR SPACE INDEX PROMOTER:

11.1 The Promoter hereby declares that the Floor Space Index (FSI) required for said Project is 16898.74 sq. mtrs. (Including base FSI already sanctioned) and the Promoter has planned to utilize Floor Space Index of 16898.74 sq. mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Promotion & Regulations (DCPR) for Greater Mumbai or based on expectation of increased FSI, which may be available in future on modification to DCPR, which are applicable to the Elixir Reserve Project. The Promoter has disclosed the Floor Space Index of 16898.74 sq. mtrs. as proposed to be utilized by the Promoter on the said Project and the Allottee/s has agreed to purchase the said Premises based on the proposed construction and sale of apartments/ units/ premises to be carried out by the Promoter by utilizing the proposed FSI, and on the understanding that the declared proposed FSI shall belong to the Promoter only. The Promoter shall also be entitled, and/or reserve the rights, to increase the floors/residential levels of the said Project beyond the floors/residential levels more particularly stated hereinabove, subject to the approvals from the Authorities, with option to either make the increased floors as part of the Project or register the floors beyond the floors/the residential levels of Buildings more particularly stated hereinabove as separate project, and the Allottee/s shall not have or raise any objection for the same. The Promoter shall utilize the remaining FSI available from time to time, on the said Land anywhere on the said Larger Land. The Promoter shall also be entitled to avail TDR or FSI available on payment of premiums or FSI available as incentive

FSI by implementing various schemes as mentioned in the DCPR or based on expectation of increased FSI which may be available in future in case of modification to the DCPR, which are applicable to the Project. The Promoter shall utilize the remaining available FSI that may become available anywhere on the said Larger Land. The Promoter shall load the TDR/FSI available on payment of premium and future FSI and/or FSI available as incentive FSI to the maximum extent possible on the said Larger Land. The Promoter shall be entitled to the enhanced, future and estimated/projected/envisaged FSI, premium FSI, development rights, development rights certificates, transferable development rights and other development potential, benefits, potential, yield, and/or advantages, and/or as may be available on any account whatsoever, and/or any other rights, benefits and/or any floating rights of any nature whatsoever, and by whatever name called, arising out of and/or available in respect of the said Larger Land including fungible FSI, additional FSI, special FSI, compensatory FSI, incentive FSI, paid FSI, that is, or may be, available, or acquired, under any applicable law, or otherwise howsoever, and/or arising pursuant to and/or by way of hand over and/or transfer, to any Governmental Authority or persons, of any reservations or any part/s of the said Larger Land. The use of FSI shall be at the discretion of the Promoter and be distributed and apportioned, and utilized in respect of the said Larger Land. The FSI that may be generated on account of increased FSI due; to change in Development Plan/DCPR, government policy etc. shall also be used by the Promoter as deem fit and proper in respect of the said Larger Land as a separate phase, without affecting the Project.

- 11.2 It is agreed that if the FSI as disclosed is not consumed in full in the construction of the Building/ Project and if before the transfer of the said Land to the Apex Body, any further construction on the said Land is allowed in accordance with the Rules and Regulations of the local competent authority, then the Promoter would be entitled to put up additional or other constructions in accordance with this Agreement and the RERA and without any hindrance by the Allottee/s and to sell the additional premises thus available on ownership basis or in any other manner and to receive and appropriate the price in respect thereof.

11.3 The Promoter shall be entitled to consume additional FSI available under the DCPR or by any special concession granted by the Municipal Corporation and/or any other authority in respect of the FSI available in lieu of any reservations on the said Land. The Promoter shall be entitled to any increased/additional FSI which may be available, in future, in respect of the said Land as may be permissible under the applicable laws.

12 RIGHTS AND ENTITLEMENTS OF THE PROMOTER:

12.1 It is expressly agreed that the rights of the Allottee/s under this Agreement are only restricted to the said Premises agreed to be sold by the Promoter to the Allottee/s, and all other apartments/units/premises shall be the sole property of the Promoter and the Promoter shall be entitled to sell and dispose of the same without any reference or recourse or consent or concurrence from the Allottee/s in any manner whatsoever.

12.2 The Allottee/s hereby grant/s his/her/its/their irrevocable authority, permission and consent to the Promoter that save and except the said Premises, the Promoter shall have the sole and absolute right and authority and shall be entitled to deal with, sell / allot or otherwise dispose of all the other apartments/units/premises and portion or portions of the Building, including the open spaces, terrace/s, parking spaces, lobby, forming part of the said Land and to permit the same to be utilized for any purpose. The Promoter shall be entitled to obtain change of user thereof at their discretion, so long as no harm, loss, injury or prejudice is caused to the Allottee/s and/or his/her/its/their rights to the said Premises.

12.3 The Allottee/s hereby agree/s and confirm/s that the Promoter shall be entitled to complete the development of the said Land and/or the said Larger Land in a phase wise manner and that the Allottee/s shall not raise any objection or claim with respect to the development of the said Land and/or the said Larger Land. The Allottee/s agree/s and confirm/s that a part of the driveway may not be available for use by the Allottees of the Project, as the Promoter may access the same for carrying out future development on the said Land and/or the said

Larger Land and may barricade a part of the driveway for safety purposes. The Allottee/s shall not raise any objection or claim with respect to the development of the said Land and/or the said Larger Land. The Promoter ensure that the driveway provided as per statutory requirement shall not be altered.

- 12.4 The Allottee/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the unallotted areas, roads, open spaces, gardens, infrastructure facilities recreation facilities and/or any other common facilities or the amenities to be provided in the Project/Development.
- 12.5 The Promoter shall be entitled to make variations in the amenities and specifications, re-locations, water, power, sewage, other service and utility connection, facilities and underground water tanks, pumps, recreation areas and their dimension as the Promoter deem fit and as permitted under the relevant statutory rules and regulations and as per applicable laws.
- 12.6 The Promoter shall have the right to designate and allot any space in the said Larger Land /the said Land to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services (including without limitation, electricity and telecommunication related services) availed by the allottees of all apartments/units/premises and occupants of the Building.
- 12.7 The Promoter shall also be entitled to designate/allot/lease any space in the said Larger Land/the said Land to the Maharashtra State Electricity Distribution Company Ltd, (MSEDCL) or Adani Electricity Mumbai Ltd or the Bombay Electric Supply and Transport Undertaking (BEST) or The Tata Power Company Limited (TATA) or such other entity as the Promoter may appoint for the purpose of installing a power sub-station with a view to service the electricity requirement in the said Land/the said Larger Land. The aforesaid designated spaces may be given to the relevant service provider either on leave and license basis or on leasehold basis and the Allottee/s shall have no objections regarding the same. It is clarified that the service providers will be

entitled to operate from and out of such designated spaces even after the said Land is transferred to the Apex Body.

- 12.8 It is expressly agreed that the Promoter shall always have a right and be entitled to put a hoarding/s on the said Land/Building/the said Larger Land including on the terrace and on the parapet wall of the Building and the said hoarding/s may be illuminated or comprising of sign/neon sign, etc. and for that purpose the Promoter are fully entitled to and authorized to construct or allow temporary or permanent construction or erection for installation either on the exterior of the Building or on the said Land/the said Larger Land as the case may be and further the Promoter shall be entitled to use and allow third parties to use any part of the Building and the said Land/the said Larger Land for installation of cables, satellite, communication equipment, cellular telephone equipment, radio, turnkey equipment, wireless equipment etc. The Allottee/s agree/s not to object or dispute the same. It is expressly agreed by the Allottee/s that the Promoter, at their discretion, are entitled to transfer, assign and/or deal with or dispose of their rights under this clause to any person or persons.
- 12.9 The Promoter shall be entitled to put up appropriate signboards in the said Land/the said Larger Land or any part thereof and to publish advertisements and other literature and notices relating to the development schemes and the construction of the Building and/or sale of the Building and apartments/units/premises in the newspapers and other media.
- 12.10 The Promoter shall be entitled to construct site offices/sales lounge on the said Land/the said Larger Land and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Land or any portion thereof is conveyed/assigned to the society/Association/Apex Body and shall continue until the said Land and/or entire said Larger Land has been developed.
- 12.11 As and when the circumstances may require or the Promoter may deem fit, the Promoter may introduce safety and security measures for protection of the Building, their occupants and their property,

which shall be adhered to by the Allottee/s. These safety measures may be introduced by the society/Association, as and when formed.

- 12.12 The Promoter shall have a first lien and charge in respect of the said Premises till such time that the Allottee/s has/have made full and complete payment of all monies payable under this Agreement. In case the Allottee/s obtain loan in respect of the said Premises from the bank and/or any financial institution, the bank and/or financial institution shall have a paripassu charge towards the amount released by the bank and/or financial institution and/or towards the balance amount payable by the Allottee/s towards the loan.
- 12.13 The Promoter may at any time assign or transfer in whole or in part their rights and obligations in respect of the Project as per applicable laws.
- 12.14 The Allottee/s declare/s that he/she/it/they shall not have any objection to the Promoter creating a mortgage or charge of the Project/Project Land/Building/ the said Larger Land/ the said Land in favour of any bank or financial institution or any other person. Provided that the mortgage shall be cleared by the Promoter at their own expenses and it will not affect the rights or interest of such Allottee/s. For the purpose of availing any loan in respect of the Project, the Promoter shall be entitled to create such security as they may deem fit including creation of a charge over the receivables from the Project.
- 12.15 The Promoter may complete any part, portion or floor of the Building and obtain part Occupation Certificate and give possession of apartments/units/premises therein to the allottee/s of such apartments/units/premises and the Allottee/s herein shall not be entitled to raise any objection thereto. If the Allottee/s take/s possession of the said Premises in such partly completed Building, part or portion or floor, and the Promoter or its agents or contractors shall carry on the remaining work with the Allottee/s occupying his/her/ their said Premises, then the Allottee/s shall not object to, protest or obstruct in the execution of such work.

- 12.16 The Promoter have the sole and absolute authority regarding any contracts, arrangements, memoranda and/or writings executed for the Project including appointment of any agency, firm or corporate body or person or any other society or association to maintain and manage, control and regulate the Building or other such buildings in the Project including power and authority to collect the said outgoings, charges and other amounts for such period from the date of the Occupation Certificate of the Building or the Project as the Promoter may determine, for such consideration and on such terms and conditions as the Promoter may deem fit. With regard to the appointment of such external agency for management and maintenance the Allottee/s shall pay such charges and outgoings proportionate to their share and in accordance with the applicable laws.
- 12.17 The Promoter shall be entitled to call upon the Allottee/s to satisfy the Promoter either through the Allottee/s' banker's commitment or in such other manner as may be determined by the Promoter, with regard to the Allottee/s' financial and other capabilities to pay the Consideration amount, taxes, other charges and all other amounts as per the Agreement to the Promoter and to complete the sale and transfer of the said Premises.
- 12.18 In the event of the Promoter having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, etc. payable to any sanctioning authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Allottee/s to the Promoter in proportion to the carpet area of the said Premises or otherwise as may be determined by the Promoter and non- payment of the same, shall constitute a breach of this Agreement.
- 12.19 Pursuant to conveyance of the habitable floors of the Building i.e. structure (excluding the basements, stilts and podiums) in favour of the society/Association, society/Association shall be responsible for the operation and management and/or supervision of the Building (excluding the basements, stilts and podiums), in accordance with the provisions of this Agreement, the Allottee/s shall extend necessary co-

operation and shall do necessary acts, deeds, matter, things as may be required in this regard in accordance with the provisions of this Agreement.

12.20 Pursuant to conveyance of the said Land to be Transferred to the Apex (as defined hereinbelow), the Apex Body shall be responsible for the operation and management and/or supervision of the Common Areas And Facilities And Amenities to be Transferred to the Apex, in accordance with the provisions of this Agreement, the Allottee/s shall extend necessary co-operation and shall do necessary acts, deeds, matter, things as may be required in this regard in accordance with the provisions of this Agreement.

12.21 Post formation of the society/Association, the Promoter shall continue to be entitled to such unsold apartments/units/ premises and to undertake the marketing, sale etc. of such unsold apartments/units/ premises. After the receipt of the Occupancy Certificate, the Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the society/Association for the sale/allotment or transfer of the unsold apartments/units/ premises in the Building or in the said Land. It is clarified that even after the formation of the Apex Body, the Promoter shall continue to be entitled to such unsold apartments /units/ premises and to undertake the marketing, sale etc. of such unsold apartments/units/ premises.

12.22 The Allottee/s is/are fully aware that the said Land /the said Larger Land is under development as a "layout proposal" and further residential/commercial development is proposed to be constructed on the remaining portion of the said Land/the said Larger Land by the Promoter or its assigns and the Allottee/s has/have no objection in regard to the same. With the approval from the concerned authority(ies), the Promoter shall also be entitled to make changes to the plans and layout of the said Land/said Larger Land, including changes to the type of buildings, height of buildings, change in the name of the Project/buildings, the Common Areas And Facilities And Amenities, common areas, general lay out, etc. and the Allottee/s

irrevocably consents to all such changes. The Promoter shall also be entitled, and/or reserve the rights, to increase the floors/residential levels of the said Building beyond the floors/residential levels more particularly stated hereinabove, subject to the approvals from the Authorities, with option to either make the increased floors as part of the Project or register the floors beyond the floors/residential levels of the said Buildings as separate project, and the Allottee/s shall not have or raise any objection for the same. The Promoter shall be entitled to construct multiple buildings having maximum permissible height by way constructing multiple floors on the balance portion of the said Larger Land/the said Land. For future development the layout of the said Land/said Larger Land may be modified/revised/amended without requiring the consent of Allottee/s and/or society/ Association of Allottee/s. The Allottee/s does hereby give his/her/it/their irrevocable consent for further development/ construction of additional buildings by the Promoter and persons claiming through them on the said Larger Land/the said Land (including all changes thereto as mentioned above or otherwise) as contemplated by Section 7 and 7A of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Rules framed thereunder and/or section 14 of the Act.

12.23 In addition to the above, the Promoter may complete any wing, part, portion or floor of the Building/Residential Buildings along with part amenities & facilities, and obtain occupancy certificate/and obtain part Occupation Certificates and give possession of the said Premises to the Allottee/s hereof and the Allottee/s shall not be entitled to raise any objection thereto. If the Allottee/s take/s possession of the said Premises in such partly completed wing, part or portion or floor, the Promoter or its agents or contractors shall carry on the remaining work with the Allottee/s occupying his/her/their/its said Premises. The Allottee/s shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them;

12.24 The Promoter reserves the right to use the vehicular access road/pathway and/or part of the access road/pathway on the ground floor/level of the Project/the said Land/the said Larger Land and also

the driveway of the parking/non-tower area on the said Land/the said Larger Land / the Development Land, for the entry/exit of construction vehicles/other heavy vehicles, for completing the balance development of the said Land/the said Larger Land /the Development Land and the Allottee/s shall not object, protest, dispute the same and/or cause any obstruction/hindrance for the use of the said access road/driveway by the Promoter, at any point in time.

12.25 It is further agreed that the Promoter shall be entitled to allow their permanent employees, consultants and caretakers to use and occupy such unsold premises/apartments, without any restriction/hindrance from the society/ limited company/Association of Allottees and/or its members/residents.

13 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represent and warrant to the Allottee/s as follows:

- 13.1 The Promoter has the requisite rights to carry out development upon the said Land as declared in the title report annexed to this Agreement and also have actual, physical and legal possession of the same for the implementation of the Project;
- 13.2 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;
- 13.3 The Promoter represents and warrants that there are no encumbrances upon the Project or the said Land except those disclosed in the title report and as disclosed to the MahaRERA under RERA on its website;
- 13.4 The Promoter represents and warrants that there are no litigations pending before any Court of law with respect to the Project or the said Land except those disclosed herein and/or as disclosed to the MahaRERA under the RERA on its website;

- 13.5 The Promoter represents and warrants that all approvals, licenses and permits issued by the competent authorities with respect to the Project, the said Land and Building 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, the said Land and Building shall be obtained by following due process of law. The Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the said Land, Building and common areas;
- 13.6 The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- 13.7 The Promoter has not entered into any agreements for sale or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Premises which will, in any manner, affect the rights of Allottee/s under this Agreement;
- 13.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- 13.9 At the time of execution of the conveyance deed of the structure to the society/Association, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Building (excluding basements and podiums) to the society/Association. It is clarified that those common areas and the Land that are to be handed over to the Apex Body shall be held by the Promoter and shall be handed over to the Apex Body upon its formation in accordance with the timeline mentioned hereunder;
- 13.10 The Promoter have duly paid and shall continue to pay and discharge their respective undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities;

13.11 The Promoter represents and warrants that 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 Land) has been received or served upon the Promoter in respect of the said Land, except those disclosed in the title report and as disclosed to the MahaRERA under the RERA on its website.

It is clarified that all representations and warranties shall be subject to the qualified disclosures made herein.

14 REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S:

The Allottee/s represent/s and warrant/s to the Promoter that:

- 14.1 He/she/it/they has/have not been prohibited from entering into this Agreement and/or to undertake the obligations, covenants etc. contained herein;
- 14.2 He/she/it/they has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be;
- 14.3 No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/its/their assets and/or properties;
- 14.4 None of his/her/its/their assets/properties is attached and/or no notice of attachment has been received under any rule, law regulations, statute etc.;
- 14.5 No notice is received from the Government of India (either Central, State or Local and/or from any other Government abroad) for his/her/its/their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/it/them;
- 14.6 No execution or other similar process is issued and/or levied against him/her/it/them and/or against any of his/her/its/their assets and properties;

- 14.7 He/she/it/they has/have not compounded payment with his/her/its/their creditors;
- 14.8 He/she/it/they has/have not been convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- 14.9 He/she/it/they is/are not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the said Land and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments.
- 14.10 The Allottee/s is/are in a good financial position to pay the Consideration and the installments in the manner as stated in this Agreement without any delay or default and shall as and when called upon by the Promoter shall provide such security as may be required by the Promoter towards the payment of the Consideration and the Installments.

15 OBLIGATIONS OF THE ALLOTTEE/S:

- 15.1 The Allottee/s hereby agree/s and confirm/s that the Consideration shall be paid in accordance with the Instalments payable by the Allottee/s under these presents on the due dates (time being of the essence of this Agreement), without any delay or default and any default by the Allottee/s in this regard shall entitle the Promoter to enforce default remedies as set out hereunder.
- 15.2 The Allottee/s shall use the said Premises or any part thereof only for residential purpose. He/She/It/They shall use the garage or parking space only for purpose of keeping or parking his/her/its/their car or parking the car of his/her/its/their guest/visitor, if any.
- 15.3 The Allottee/s along with other allottees of apartments/units/premises in the Building shall join in forming and registering the society/Association as mentioned in this Agreement and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the society/Association

and for becoming a member, including the bye-laws of the proposed society/Association and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common society/Association of allottees).

15.4 At the time of registration of conveyance of the structure of the Building, the Allottee/s shall pay to the Promoter, the Allottee/s' share of stamp duty and registration charges payable, by the said society/ Association on such conveyance or any document or instrument of transfer in respect of the structure of the Building. At the time of registration of conveyance of the said Land, the Allottee/s or his/her/its society/Association shall pay to the Promoter, the Allottee/s' share of stamp duty and registration charges payable, by the said Apex on such conveyance or any document or instrument of transfer in respect of the said land to be executed in favour of the Apex Body.

15.5 The Allottee/s shall be entitled to avail of a loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution only with the prior written consent of the Promoter. Subject to the Allottee/s complying with its/his/their obligations hereunder, the Promoter shall grant its no-objection, whereby the Promoter shall express its no-objection to the Allottee/s availing of such loan and mortgaging the said Premises with such bank/financial institution, provided however, the Promoter shall not be liable for repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and provided further that such mortgage created in favour of such bank/financial institution in respect of the said Premises shall not in any manner jeopardize the Promoter's right to receive the Consideration and other charges and to develop the balance of the said Land. Such mortgage created in favour of such bank/financial institution shall be subject to the Promoter's first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter shall issue the said no-objection letter provided that the concerned bank/financial institution agrees to make payment of the Consideration of the said Premises directly to the Promoter as

per the schedule of payment of the Consideration amount provided in this Agreement. The Allottee/s agree/s to sign and deliver to the Promoter before taking possession of the said Premises and also thereafter, all writings and papers as may be reasonably necessary and required by the Promoter including possession letter, electric meter, transfer forms and other papers, necessary and expedient for formation and registration of the society/Association/Apex Body as mentioned hereinafter. The Allottee/s hereby indemnifies and agrees to keep indemnified the Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoter and its successors and assigns may suffer or incur by reason of any action that any bank/financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Allottee/s of the terms and conditions governing the Loan.

15.6 The Allottee/s shall 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 Premises or any part thereof for the purpose of making, repairing, maintaining, rebuilding, cleaning, lighting and keep in order and good condition services, drains, pipes, cables, water connection, electric connections, wires, part structures, and other conveniences belonging to, serving or used for the Building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires and for similar purpose and also for the purpose of cutting off the supply of water to the said Premises or any other apartment/units/premises or the Building in respect whereof the Allottee/s or the occupier of any other said Premises as the case may be shall be in default in paying his/her/its/their share of the water charges and maintenance bill issued by the Promoter and/or the said society/Association as the case may be.

15.7 The Allottee/s hereby agree/s/covenant/s that whenever any notice is received by the Allottee/s or by the Promoter from the Government/concerned local authority/any other public authority for payment of any GST or any other taxes /duties/levies with regard to Allottee/s' Premises, then the Allottee/s undertake/s to pay the same immediately to the Promoter/Government as desired by the Promoter. The

Allottee/s is/are aware that he/she/it/they is/are solely responsible, liable and bound to pay taxes levied by the Government/concerned local authority/any other public authority with respect to said Premises purchased by the Allottee/s as stated above.

15.8 The Allottee/s also agree/s to reimburse to the Promoter the amounts which may be paid by the Promoter to the Government/concerned local authority/any other public authority on the Allottee/s' behalf.

15.9 Irrespective of disputes which may arise between the Promoter and the Allottee/s and/or the said society/Association and/or the Apex Body (as the case may be) all amounts, contributions and deposits including amounts payable by the Allottee/s to the Promoter under this Agreement shall always be paid punctually by the Allottee/s to the Promoter and shall not be withheld by the Allottee/s for any reason whatsoever.

16 COVENANTS OF THE ALLOTTEE/S:

The Allottee/s for himself/herself/itself/themselves with the intention to bind all persons unto whosevers' hands the said Premises may come, doth hereby covenant with the Promoter as follows:

16.1 The Allottee/s shall not interfere or obstruct in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the unallotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the said Land till the same is transferred to the said society/Association/Apex Body and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard till the same is transferred to the said society/Association/Apex Body;

16.2 To maintain the said Premises at Allottee/s' own costs in good tenable repair and condition from the date of possession of the said Premises and shall not do or suffer to be done anything in or to the Project in which the said Premises is situated against the rules, regulations or bye-laws of concerned local authority and/or the said society/Association and/or the Apex Body/Federation (as the case

may be) or change/alter or make addition in or to the Project in which the said Premises is situated and the said Premises itself or any part thereof without written consent of the local authorities, if required;

- 16.3 Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage or are likely to damage the staircase, common passages or any other structures of the Building in which the said Premises is situated, including entrance of the Building in which the said Premises is situated and in case any damage is caused to the Building in which the said Premises is situated on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach;
- 16.4 To carry out at his/her/its/their own costs all internal repairs to the said Premises and maintain the said Premises in the same conditions, set and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the Building or the said Premises which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- 16.5 Not to demolish or cause to be demolished the said Premises 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 Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the 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 Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises

without the prior written permission of the Promoter and/or the said society/Association as the case may be;

- 16.6 Not to encroach upon external and/or internal ducts/void areas attached to the said Premises by constructing permanent and/or temporary work by enclosing and/or using it, the duct area is strictly provided for maintenance of service utilities such as plumbing pipes, cables, etc. (For breach of any of the terms mentioned hereinabove, the Allottee/s shall be solely responsible for all the consequences arising because of the same).
- 16.7 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/or Project or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 16.8 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Larger Land /the said Land and the Building in which the said Premises is situated;
- 16.9 Not cause any hardship, annoyance or nuisance to any other allottees;
- 16.10 Not to change user in respect of the said Premises without prior written permission of the Promoter or relevant authority;
- 16.11 Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her/its/their share of security deposit demanded by concerned local authority of Government for giving water, electricity or any other service connection to the Building in which the said Premises is situated; However, Allottee/s has agreed that the Promoter shall not be responsible for power fluctuation, power failure, delay in interruption of gas supply, power supply, water supply by the concerned authority and/or any other such utility service provider, if any.
- 16.12 To bear and pay increase in local tax, water charge and such other levies, if any which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Allottee/s other than the purpose for which it is sold;
- 16.13 The Allottee/s shall not transfer/sell/sub-let/assign or part with the Allottee/s interest or benefit under this Agreement or part with

possession of the said Premises, till the payment of the entire Consideration and other dues and amounts, payable in respect of the said Premises to the Promoter and with the written consent of the Promoter. In the event the Allottee/s intends to transfer/sell/sub-let/assign the said Premises after handover of possession of the said Premises but before the formation of the society/Association of the allottees, the Allottee/s shall require the prior written consent of the Promoter and the Allottee/s shall pay, to the Promoter, assignment/facilitation charges (being pre-determined facilitation and processing charges) calculated at 3% (three per cent) of the Consideration of the said Premises, at the on-going sale value or the resale value, whichever is higher, without demur and protest.

- 16.14 The Allottee/s shall observe and perform all the rules and regulations which the society/Association/Apex may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Land/Project/Building and the apartments/units/premises therein and for the observance and performance of the Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said society/Association/Apex regarding the occupancy and use of the said Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement. The Allottee/s shall adhere to, comply with and follow the fit out manuals and house rules issued by the Promoter for carrying out interior/internal works. The said fit out manual and house rules will be given to the Allottee/s on handover/possession of the said Premises;
- 16.15 Till a conveyance of the said Land is executed in favour of the Apex Body or Federation, the Allottee/s shall permit the Promoter and their successors, surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land or any part thereof to view and examine the state and condition thereof;
- 16.16 The Allottee/s shall not be entitled to change the name of the Project and/or the Development. The Allottee/s shall not remove the signage

of the Promoter anywhere from the Project/said Land/said Larger Land.

- 16.17 The Allottee/s further agrees that, the Promoter is not responsible for providing any mobile network, cable TV, DTH or similar services.
- 16.18 The Allottee/s has/have confirmed and assured the Promoter prior to entering into this Agreement, that he/she/it/they has/have obtained legal advice and read and understood the RERA as well as MOFA (to the extent applicable) and its implications thereof in relation to the various provisions of this Agreement. The Allottee/s is/are entering into this Agreement for the allotment of the said Premises with the full knowledge of all laws, rules, regulations, notifications applicable to the transaction, the said Larger Land, the said Land and the Building. The Allottee/s hereby undertake/s that he/she/it/they shall comply with and carry out, all the requirements, requisitions, demands and repairs which are required by any Development Authority/Municipal Corporation/Government or any other competent authority in respect of the said Premises at his/her/its/their own cost and keep the Promoter indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs;
- 16.19 The Allottee/s are aware that various utilities such as water, electricity, etc. may still be in the process of being installed by the relevant utility service providers when possession is offered to the Allottee/s. The Amenities shall be completed in a phased manner and shall be handed over and ready for use, as and when the same are completed. The Amenities may be completed after possession is offered. Non completion of Amenities shall not be a ground for refusing to take possession. The Allottee/s confirm that they will not have any objection to the same.
- 16.20 The Allottee/s shall not interfere or obstruct in any manner in any work of new development and the Promoter alone shall have full control, absolute authority and say over the unallotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities, amenities; OR Common Areas And Facilities And Amenities till the same is transferred to the Apex Body, and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard.

- 16.21 The Allottee/s shall make payment towards formation and registration of the said society/Association/Apex Body and for meeting all legal costs, charges and expenses including professional costs of the Advocates of the Promoter in connection with preparation of the conveyance etc., it being agreed that the Promoter shall not be required to give details of these expenses;
- 16.22 Not to change the external colour scheme or the pattern of the colour of the Building;
- 16.23 Not to change exterior elevation or the outlay of the Building;
- 16.24 Not to fix any grill to the said Premises, Building or windows except in accordance with the design approved by the Promoter;
- 16.25 The Allottee/s shall not make any changes to the said Premises which may result in the area of the said Premises increasing or decreasing in any manner whatsoever and the Allottee/s covenant/s that the area of the said Premises shall remain the same as it was at the time of handing over possession of the said Premises;
- 16.26 The Allottee/s at no time shall demand partition of his/her/its/their interest in the said Premises and/or Building and/or the said Land and shall not ask for any independent rights, access in the Building and/or said Land. It is being hereby agreed and declared by the Allottee/s that his/her/its/their said interest is inseparable/indivisible;
- 16.27 Not to relocate the original location of main door and shall not cover or fill ducts and also not to change the location of toilet, kitchen, any plumbing lines in the said Premises and A/c units at any point of time;
- 16.28 Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Premises or the Building or any part thereof in any manner whatsoever;
- 16.29 Not to carry out any unauthorized changes/addition in the said Premises and cover/fill up/raise the level of the area of the flowerbed/s, balconies, deck, if any, with debris, blocks, tiles or any such material and shall not enclose the flowerbed/s, balconies and/or deck area within any room in the said Premises and shall not conceal the pipes passing through the portion of the flowerbed/s, balconies and/or deck and shall not do any such filling which could lead to excess

load on the slab of the flowerbed/s or balconies or deck portion which is adjoining any room of the said Premises or otherwise whatsoever;

- 16.30 Not to use the said Premises as a guest house or let out for the purpose of guest house or setup office or the likes or any other purpose other than for residence, without prior written consent of the Promoter. It is clarified that the Promoter is entitled to give on leave on license/lease basis the unsold units/apartments and/or use the same as accommodation of employees of the Promoter/group companies, till such unsold units/apartments are sold/disposed of by the Promoter;
- 16.31 Not to display at any place in the Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards nor stick or affix pamphlets, posters or any paper on the walls of the Building or Common Areas And Facilities And Amenities therein or in any other place in the said Land/said Larger Land or the Building or on the window, doors and corridors of Building provided however that the name/sign plate/board of the Allottee/s may be permitted to be displayed on or near the main entrance of the said Premises and where the car parking slot/s allotted to the Allottee/s is/are situate;
- 16.32 To park the vehicle(s) including the Allottee's visitors' vehicles, if any, in the allotted/ designated parking lots only as may be prescribed by the Promoter and not at any other place. The Allottee/s shall use the Car Parking Space (allotted parking lots) only for purpose of keeping or parking cars. The Allottee/s agree/s that there shall be no unauthorized usage of allotted car parking space/garage;
- 16.33 Not to obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Premises or in or on the common stairways, corridors and passageways in the Building and/or any part of the lay-out of the said Land;
- 16.34 Not to construct a loft and/or mezzanine floor in the said Premises irrespective of any approval, sanction or even if permissible under any statute and not to do any such act, deed or thing that shall tantamount to consumption/violation of Floor Space Index (FSI) of the said Premises or any part thereof;

- 16.35 Not to do any such act, deed or thing that shall amount to consumption of additional FSI or violation of DCPR and Regulations for Greater Mumbai;
- 16.36 To use the passenger lifts in the Building or any part thereof for the period and in accordance with the rules and regulations framed in that regard, from time to time. The Allottee/s shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the Building or any part thereof including the said Premises;
- 16.37 The Promoter shall be entitled to inspect all interior works carried out by the Allottee/s. In the event the Promoter find that the nature of interior work being executed by the Allottee/s is/are harmful to the said Premises or to the structure, facade and/or elevation of the Building or any part of the Building then, the Promoter can require the Allottee/s to stop such interior work and the Allottee/s shall stop such interior work at once, without raising any dispute;
- 16.38 The Allottee/s will ensure that the debris from the interior works are dumped in an area earmarked for the same and will be cleared by the Allottee/s, on a daily basis, at no cost to the Promoter and no nuisance or annoyance to the other allottees or occupiers of the Building. All costs and consequences in this regard will be to the account of the Allottee/s;
- 16.39 The Allottee/s shall ensure that the execution of interior works in the said Premises is carried on only between 9 a.m. to 2 p.m. and 4 p.m. to 7 p.m. on all days of the week and no such work/activities shall be done on Sundays and Holidays, without prior written consent of the Promoter/Society;
- 16.40 The Allottee/s will further ensure that the contractors and workers (whether engaged by the Allottee/s) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same. Any damage caused to the structure/wall/ceiling/flooring due to which there are any complaints of any leakages/seepage in the adjoining or flats/apartments/ units/premises below the said Premises, then the Allottee/s shall at his/her/its/their sole costs and expenses rectify the same;

- 16.41 The Allottee/s shall ensure that the contractors and workers, do not use or spoil the toilets in the said Premises or in the Building or any part of the Building or anywhere else on the said Land and use only the toilets earmarked by the Promoter for this purpose;
- 16.42 All materials brought into the said Premises for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee/s and that the Promoter will not be held responsible for any loss/theft/damage to the same and the Allottee/s duly indemnify/indemnifies the Promoter in this regard;
- 16.43 If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee/s at the Allottee/s's own cost, and that the Promoter will not be held responsible for the same and the Allottee/s shall duly indemnify the Promoter in this regard. All liabilities and damages arising out of such injury will be borne and paid by the Allottee/s alone and the Allottee/s duly indemnify/indemnifies the Promoter in this regard;
- 16.44 During the execution of interior works, if any of the Allottee/s' contractor/workmen/agents/representatives misbehaves or is found to be in a drunken state, then the said contractor/workmen/ agents/ representative will be removed forthwith and will not be allowed to re-enter the said Premises or the Building or any part of the said Land/said Larger Land. Further, the Allottee/s shall be responsible for acts of such persons and the Allottee/s shall duly indemnify the Promoter in this regard;
- 16.45 The Allottee/s shall ensure that common passages/common areas are not obstructed or damaged during works or thereafter;
- 16.46 If, after the date on which the Allottee/s has/have taken possession of the said Premises, damage, of whatsoever nature (not due to defect in construction envisaged hereinabove), is caused to the said Premises and/or other units/areas in Building or any part of the Building, neither the Promoter nor their contractor(s) will be held responsible for the cost of reinstating or repairing the same and that Allottee/s alone will be responsible for the same and the Allottee/s shall duly indemnify the Promoter in this regard;

- 16.47 The Allottee/s confirm/s that the Promoter have given full, free and complete inspection of documents of title in respect of the said Land/said Larger Land and the Allottee/s confirm/s that he/she/it/they has/have entered into this Agreement after inspecting all relevant documents and the Allottee/s has/have inspected the Title Certificate issued by the Advocates & Solicitors of the Promoter;
- 16.48 The Allottee/s has/have confirmed and assured the Promoter prior to entering into this Agreement, that he/she/it/they has/have obtained legal advice and read and understood the RERA as well as MOFA (to the extent applicable) and its implications thereof in relation to the various provisions of this Agreement. The Allottee/s is/are entering into this Agreement for the allotment of the said Premises with the full knowledge of all laws, rules, regulations, notifications applicable to the transaction, the said Larger Land/said Land and the Building. The Allottee/s hereby undertake/s that he/she/it/they shall comply with and carry out, all the requirements, requisitions, demands and repairs which are required by any Development Authority/Municipal Corporation/Government or any other competent authority in respect of the said Premises at his/her/its/their own cost and keep the Promoter indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs;
- 16.49 It is also understood and agreed by the Allottee/s hereto that any space in front of or adjacent to the terrace apartment known as pocket terrace in the Building, if allotted, alongwith the said Premises shall belong exclusively to the respective allottees of the terrace apartment and such terrace spaces are intended for the exclusive use of the respective allottee;
- 16.50 The amenities/furniture and fixtures displayed in the sample apartment/units/premises are only for display and the Promoter are not required to provide the same to the Allottee/s.
- 16.51 The Allottee/s shall not be entitled to enclose the verandah, balcony or common passage or make any alterations or changes in the elevation of outside colour scheme of the said Premises and/or the outside glass panels.

- 16.52 With reference to the electrical appliances and white goods (if any), provided (if any) by the Promoter, the Allottee/s shall maintain the same at his/her own cost. The Promoter shall not be liable for any break downs or defects thereof, in any manner. In case of any problem/issue, the Allottee/s shall directly pursue the concerned manufacturer/agency for getting the same repaired/replaced/resolved.
- 16.53 Post possession of the said Premises by the Allottee/s, the Allottee/s agree/s that if the Promoter needs to lay any air conditioner, ducting line, electricity cable and/or any other cable for telephone, television, CCTV cameras, dish antennas or any other services from the walls of the said Premises to any other premises in the Building, then in that event, the Allottee/s shall allow the Promoter to do so, without raising any objection of whatsoever nature for the same.
- 16.54 The Allottee/s clearly and unequivocally confirm/s that in case remittances related to the Consideration and all other amounts as payable under this Agreement of the said Premises are made by non-resident/s/foreign national/s of Indian origin, it shall be the sole responsibility of the Allottee/s to comply with the provisions of the Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India and/or any other applicable/relevant laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Promoter with such permission/approvals/no objections to enable the Promoter to fulfil its obligations under this Agreement. Any implications arising out of any default by the Allottee/s shall be the sole responsibility of the Allottee/s. The Promoter accepts no responsibility in this regard and the Allottee/s shall keep the Promoter fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate in writing to the Promoter immediately and comply with all the necessary formalities, if any, under the applicable/relevant laws.

- 16.55 Notwithstanding what is contained herein to the contrary, it is expressly agreed between the parties that the Promoter shall be entitled to utilize and enjoy, either personally or through any nominee/s, all area or areas forming part of the said Land and/or said Larger Land, as properly as may be available, from time to time, including areas reserved for public utility including recreation, etc., by utilizing the same as the Promoter may deem fit and the Promoter will be entitled inter alia to construct recreation centre, health club, club house, etc., and carry on such other activity or activities, as the Promoter may desire, on professional and/or commercial basis and the ownership of such construction and structures including right to own, manage, run and conduct such area/s or structure/s or with right to transfer or assign benefit thereof and to recover and appropriate consideration received there from including from the day to day business thereof, shall be that of the Promoter alone exclusively and the Allottee/s shall have no right thereto, either in his/her individual capacity or through the society/Association. The Allottee/s hereby declare and confirm for the sake of clarity that the ownership of all such area/s and construction by way of recreation centre, health club, library or club house, etc., shall belong to the Promoter alone exclusively and the Allottee/s shall have no right to the same, in any manner whatsoever.
- 16.56 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the Building or Project or the said Land or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/it/them; and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the Building (excluding the basements and the podiums) is transferred to the society/Association or other body, and until the said Land is transferred to Apex Body as herein mentioned;
- 16.57 The Allottee/s shall not enclose the car parking space/s, if any, allotted to them, in any manner whatsoever.
- 16.58 In the event of any tax liability, levies and any other imposts/impositions that may be levied by the Central/State Government or any local or statutory authorities or bodies in relation to the Agreement for Sale and/or the consideration payable under the said

Agreement and/or in respect of the said Premises, then in such an event, the Allottee/s shall, within 7 (seven) days of receipt of a written demand, made to you by the Promoter, pay and/or reimburse such amount of tax/imposts/impositions (as the case may be) to the Promoter, without any delay or demur and the Allottee/s shall indemnify and keep us fully indemnified the Promoter in respect of the non-payment or delayed payments thereof.

16.59 The Allottee/s shall enter upon, occupy, possess and enjoy the said Premises as per the terms of the Agreement for Sale. The Allottee/s agree, confirm and undertake to comply with the following terms, during the period of any work of making furniture and/or work of interior refurbishing etc., carried out in the said Premises:

- {i} Any internal work in the said Premises including making of furniture and fixtures and/or interior decorations shall be at the Allottee/s own costs, charges and expenses and strictly in accordance with the terms and conditions of this Agreement for Sale and subject to the compliance of all statutory rules and regulations. Allottee/s shall, at his/its/their own cost and expenses, make good the damage, if any, caused to the Building, common areas, passage and staircase, etc. during the course of furnishing the said Premises.
- {ii} Allottee/s shall, under no circumstances, carry out any work related to interior/furniture in the common areas such as lift landing, staircase, parking spaces, any open spaces and / or refuge areas etc.
- {iii} Allottee/s shall not, in any manner whatsoever, make any structural changes which may affect the R.C.C. frame structure of the Building.
- {iv} Allottee/s shall under no circumstances cover/enclose the service duct areas and further, Allottees shall not convert the same into storeroom or servants room, etc.
- {v} Allottee/s shall not do any act, deed, matter or thing which shall disturb the internal and/or external elevation of the Building. Allottee/s shall also not do any act which will change/alter the external façade and/or common areas of the Building.

- {vi} Allottee/s shall not change the outside colour scheme or coating of the Building.
- {vii} Allottee/s shall not install any grills outside the windows and hence undertake not to install or affix any grills outside the windows/window sills.
- {viii} Allottee/s shall not keep any plants in pots or any other objects on the outer side of the windows or on the parapets/chajjas and shall not do anything which may cause discoloration or disfiguration or any damage to the Building.
- {ix} Allottee/s shall not cover any chajjas/terraces/balconies or construct any structure or poles or pergolas or trellis on the chajjas/terraces/balconies.
- {x} Allottee/s shall not fix external unit of split A.C. outside the elevation. Any such external unit of split A.C. shall be located only on the inner side of the duct/space specifically provided for split A.C.
- {xi} The Allottee/s alone shall be liable and responsible for any damage that may be caused to the said Premises or to the adjoining flats/apartments/units/premises or on the upper or lower floors or to the Building, due to any act or omission on the part of the Allottee/s in carrying out such changes and you will indemnify and keep the Promoter indemnified of, from and against all costs, charges and expenses and consequences arising due to such act or omission.
- {xii} Allottee/s will use only the service elevator for carrying all furniture and goods.
- {xiii} Allottee/s will inform the Promoter, in writing, the names and number of workmen who will be authorized to enter the said Premises, in case of any work to be carried out or undertaken.
- {xiv} Allottee/s will be responsible for any theft/damage of material which are being brought to the Building/said Premises, by the Allottee/s or their contractor, agent, workers, etc. In case of any accident, of any nature, caused either to the Allottee/s workmen/agents or any other person, the Promoter shall not be responsible for the same.

- {xv} Allottee/s' workers/labourers/agents shall be checked by the security staff while going in and coming out of the Building. Allottee/s' workmen and agents shall not do or permit to be carried out any work of interior decoration, renovation, furniture making or any other allied work between 7.00 P.M. till 9.00 A.M. in the said Premises and nuisance shall not be caused, at any time, to occupants of the other flats/apartments/units/ premises in the Building. Allottee/s workmen shall leave the Building at 07.00 P.M. everyday. No works will be carried out on Sundays/holidays, without specific written consent of the Promoter/Society.
- {xvi} Allottee/s and their workmen and agents shall not do or permit to be carried out any work of interior decoration, renovation, furniture making or any other allied work, which would create any nuisance, disturbance on all days between 02.00 P.M. till 04.00 P.M. and the entire day on Sundays & Public Holidays (if permit to carry out works) and nuisance shall not be caused at any time to the occupants of other flats/apartments/units/ premises and other premises in the Building.
- {xvii} Allottee/s are required to make suitable arrangements for removal of debris. In case the debris is not removed, we shall do the same and debit Rs. 5,000/- (Rupees Five Thousand only) or at actuals, whichever is more, for each truck trip for removal of debris, to the Allottee/s' account.
- {xviii} Allottee/s will not raise any objection to the terms and conditions contained in diverse agreements made or to be made between the Promoter and purchasers of the other flats/apartments/ units/ premises and premises comprised in the Project.
- {xix} In case of any complaints are received from occupants of the Building, in respect of leakage, nuisance, etc. from the said Premises, the Promoter's staff, security and authorized personnel will have the right to visit the said Premises, after giving reasonable notice to the Allottee/s.

16.60 The Allottee/s agree and confirm that the Promotes and their staff, security, servants, agents and authorized personnel will have full right and absolute authority to access and enter upon or remain in the Project, for the purpose of carrying out and completing the

development of and construction on the remaining portion of the Project.

- 16.61 The Allottee/s are aware that various utilities such as water, electricity, etc. may still be in the process of being installed by the relevant utility service providers when possession is offered to the Allottees. The Common Areas And Facilities And Amenities shall be completed in a phased manner and shall be handed over and ready for use, as and when the same are completed. The Common Areas And Facilities And Amenities may be completed after possession is offered. Non completion of Common Areas And Facilities And Amenities shall not be a ground for refusing to take possession. The Allottee/s confirm that they will not have any objection to the same.
- 16.62 The Allottee/s have agreed to pay proportionate share in the taxes, ground rent (if any), water taxes, electricity charges, all expenses for maintenance of the said Premises and the Project and all outgoings, whatsoever, as may be determined by the Promoter, until the society/ Association/Apex Body takes charge and control of management of the Project. The account of such amounts and corpus funds shall be rendered to the society/Association or Apex Body as the case may be.
- 16.63 The Allottee/s are aware that all electricity bills, from date of Possession Notice, shall be paid by the Allottee/s and the Allottee/s will not hold the Promoter responsible for any consequences arising of non-payment thereof.
- 16.64 The Allottee/s agree and undertake to follow and abide by the rules and regulations that have been made as also those which shall be made hereafter, from time to time, by the Promoter and/or the society/Association/Apex Body in charge of maintaining and/or providing common facilities in the Project. The Allottee/s shall maintain proper code of conduct and discipline in the Project and give every possible co-operation to the Promoter and/or any other person or body that may have been appointed by the Promoter, in that behalf, in maintaining cleanliness and good atmosphere in the Project, for the better enjoyment of the common facilities by all the occupants of the Project.

- 16.65 The Allottee/s hereby declare, confirm and covenant that, in the event the Allottee/s transfer/sell the said Premises and/or their right, title and/or interest in respect thereof, in favour of any person, to the extent and as permitted hereunder, they shall obtain an undertaking to the similar effect from any all such purchasers/transferees, and in the event of their failing to do so, the Promoter or the society/ Association shall be entitled to refuse the transfer of the said Premises, in favour of such prospective purchasers/transferees.
- 16.66 Further, the Allottee/s undertake that, if they give the said Premises on Lease/Leave and License, in addition to the requirement under applicable laws, they shall inform the Promoter in advance in writing and also obtain the necessary POLICE VERIFICATION of the licensee/lessee and submit a copy of the same to the Promoter/ society/Association.
- 16.67 The Allottee/s are aware that, the Promoter can permit one or more FTTH operators or service providers to provide fibre to the home service or the service delivered through FTTH such as voice, data (internet), Video and other value added services within the Project, with a service agreement for maximum 15 years and a minimum period of 1(one) year from the date of signing of such agreement/MOU (memorandum of understanding) with the operators or the service providers. Such arrangement shall continue for the same period as mentioned in such agreement/MOU, even after formation of the society/Association/Apex. All the services delivered through the FTTH network will be by the respective service providers as per the applicable terms and conditions, including tariffs, by the service provider. The Allottee/s shall approach the concerned service provider for delivery of services or any issues related to services delivered through the FTTH network.
- 16.68 As regards the formation of the society/Association/Apex Body, the same shall be formed upon receipt of all dues from all the Allottee/s in the Project.
- 16.69 Not to park at any other place and shall park all cars in the car parking space/s only as may be permitted/allotted by the Promoter.

- 16.70 Shall cause the Society to paint the said Building at least once in every 5 (five) years maintaining the original colour scheme even after the conveyance to the Society and the land comprised in the said Land in favour of the Apex Body and shall bear his/her/it's/their respective share of expenses to paint, repair, water proof and refurbish the said Building and to do all other acts and things for the upkeep and maintenance thereof and to bear and pay the proportionate costs, charges and expenses thereof as the Promoter may determine and to extend all co-operation, assistance and facilities for the same.
- 16.71 Not to object to the permission granted/to be granted by the Promoter to other flats/apartments/units/premises allottees for the use of their respective appurtenant spaces and the car parking spaces.
- 16.72 Not to raise any objection and or claims about the unavailability of supply of water from MCGM and shall not raise any objection and/or claims regarding liability to bear and pay for alternate arrangements for water supply through tankers made for his/her/their convenience. The Allottee/s acknowledge(s) that the water connection from the MCGM shall be subject to availability and the rules, regulations and bye laws of the MCGM and agree not hold the Promoter responsible for the same. The Allottee/s is/are aware that alternate arrangements for water supply through tankers will be made for the Allottee/s' convenience. Expenses incurred for the same will be charged in the maintenance bill till the MCGM water connection is received.
- 16.73 Shall accept, follow abide by the Fit-Out Guidelines framed by the Promoter from time to time for maintenance and management of the said Premises and other rules and regulations, the said Land, the said Building and the Project and/or the security thereof or of the aesthetics and ambience of the said Building/the Project, it being clearly agreed that in the event the Allottee/s violate(s) the Fit-Out Guidelines and such other rules/regulations made from time to time, the Allottee/s shall be liable to make good and/or compensate for any loss and/or damage whatsoever, caused by the Allottee/s and/or by his employees or agents. Further, the Allottee/s shall ensure that the labourer, contractors appointed by the Allottee/s shall also strictly follow the same.

- 16.74 Not to do any act, deed, matter or thing during the course of fit-out/furnishing the said Premises resulting in leakage/damage to the said Premises or other flats/units/apartments/premises in the Real Estate Project or its common passages, staircases etc. and shall be responsible to make good such leakages, damages (if any caused) entirely at his/her/their costs and expenses.
- 16.75 Not to make any structural/internal masonry/dummy flooring/plumbing changes in any manner whatsoever.
- 16.76 Not to obstruct/close the drain out points of the aluminium window tracks while laying the flooring materials, in order to avoid any water seepage and retention in the slab.
- 16.77 Shall on completion of the fit-outs of the said Premises, submit to the Promoter without delay a completion letter stating therein that the fit-outs of the said Premises have been carried out in accordance with the approved plans.
- 16.78 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land, the Entire Project on the said Land, the said Building and the Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- 16.79 If any allottees/occupants in the Real Estate Project including the Allottee/s make any internal structural/non-structural changes to any apartments/units/premises in the said Building, the Project including the said Premises, the Promoter shall stand discharged of all its expressed and implied warranties under this Agreement.
- 16.80 The Allottee/s agree(s), confirm(s) and covenant(s) that the issuance of the Occupation Certificate with respect to the said Building/the Project by the competent authority(ies) shall mean and shall be construed that the Promoter has carried out the development and construction of the said Building/the Project in conformity with the sanctioned plans, approvals and permissions issued by the competent

authority(ies) and the Allottee/s shall not raise any dispute(s), claim(s) and/or demand(s) with respect to the development and construction of the said Building/the Project.

16.81 The Allottee/s is/are aware that the said Land and Project, is a single integrated common layout. The Allottee/s is/are further aware that the buildings/towers/structures/areas/spaces comprised in the said Land and the Project, would require to be renovated, repaired, redeveloped, restored and/or reconstructed at some point in the future, especially having regard to the life of buildings/structures/areas and/or events (including force majeure circumstances) that may necessitate any or all of the aforesaid. In light of what is stated hereinabove, the Allottee/s and all his/her/its/their successors /assigns (in any manner howsoever) with intention to become bound by the terms of this Agreement including this Clause, hereby covenant with the Promoter and all their assigns and/or any other persons as may be authorised by the Promoter, that the Promoter, its workmen, staff, employees, representatives and agents and their assigns and/or any other persons as may be authorised by the Promoter, shall always be entitled and authorised (without being obliged), even after the society Conveyance, and the Apex Body Conveyance, to repair, reconstruct, redevelop, restore and/or renovate in any manner howsoever and whatsoever, without any restriction or interference whatsoever and the Allottee/s hereby undertakes and covenants to not raise any objection and/or claim in this regard and/or restrict any of the aforesaid. This Clause is the essence of this Agreement.

16.82 The Allottee/s agree(s) and confirm(s) that the Promoter shall at all times have the right to propose joint open space for fire tender movement between the Project and the remaining portions of the Project and/or the said Larger Land and the Allottee/s hereby consent(s) to the same.

16.83 Not to demand that a compound wall be constructed around the Project.

These covenants shall be binding on the Allottee/s and shall be operative even after the formation of the society/Association/Apex Body.

17 ANTI-MONEY LAUNDERING:

The Allottee/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee/s under this Agreement towards the said Premises is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "Anti Money Laundering"). The Allottee/s further declare(s) and authorize(s) the Promoter to give personal information of the Allottee/s to any statutory authority as may be required from time to time. The Allottee/s further affirms that the information/details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Allottee/s further agree(s) and confirm(s) that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Promoter shall at its sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Allottee/s shall not have any right, title or interest in the said Premises neither have any claim/demand against the Promoter, which the Allottee/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Allottee/s shall be refunded by the Promoter to the Allottee/s, (in case of joint Allottee/s whose name appears first), in accordance with the terms of this Agreement for Sale only after the Allottee/s furnishing to the Promoter a no-objection/consent letter from the statutory authorities permitting such refund of the amounts to the Allottee/s.

18 POSSESSION OF THE SAID PREMISES, FORCE MAJEURE:

The Promoter shall give possession of the said Premises to the Allottee/s on or before the possession date more particularly stated in **FOURTH SCHEDULE** (the "**Possession Date**") provided all amounts due and payable by the Allottee/s herein including the Consideration have been paid in full and the Allottee/s have/has otherwise complied with the terms and conditions of this Agreement. The Promoter shall be entitled to a grace period of 6 (six) months beyond the Possession Date ("**Extended Possession Date**"). The Promoter shall endeavour to complete the construction of the Building/ Project on or before the Extended Possession Date. Further, the Promoter

shall endeavour to make available the “**Key Common Areas And Amenities**” as defined in **SIXTH SCHEDULE** hereunder in the Project within a period of 1 (one) year from the Extended Possession Date.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said Premises on the aforesaid date, if the completion of Building in which the said Premises is situated is delayed on account of any or all of the following factors:

- 18.1 Any force majeure events -war (national or war between other nations or group), civil commotion, strikes or any act of God, epidemics, pandemics, lockdown or by reason of any national or international happening or events and the resultant repercussions or it affects directly or indirectly to the date of offer of possession;
- 18.2 Any delay in granting the approval/permissions; or receipt of any notice, order, rule, regulation, notification or directive of the Government, and/or any local or public or private body or authority and/or any other competent authority or any Court, or Tribunal or any quasi-judicial body or authority, whereby the execution of the said Project is delayed;
- 18.3 Any delay on the part of any statutory/regulatory authority in giving any permissions, approvals, licenses, sanctions that may be necessary in connection with the development of the said Land/said Larger Land/ the said Project;
- 18.4 Any notice, order, rule, notification of the Government and/or other public or competent authority/court, which adversely affect the development of the said Land/said Larger Land/the said Project;
- 18.5 Any stay order/injunction order issued by any Court of Law, competent authority, regulatory authority, statutory authority etc., which adversely affect the development of the said Land/said Larger Land/ the said Project.
- 18.6 Any other circumstances that may be deemed reasonable by the authority under RERA;

18.7 Any delay caused due to changes in any law, rules, regulations, government policies, bye-laws etc. of various statutory bodies/authorities affecting the development of the said Land/said Larger Land.

18.8 Any delay caused on the part of any statutory authority which may contribute to the delay in completion of the said Building.

19 PROCEDURE FOR TAKING POSSESSION:

19.1 The Promoter shall send the intimation to offer the possession to the Allottee/s in writing within 7 days or within such other period of receiving Occupancy certificate in respect of the said Premises. The Promoter upon the full and timely payment made by the Allottee/s as per the Agreement, the Promoter shall offer possession of the said Premises to the Allottee/s (the **"Possession Notice"**) in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such intimation/notice (**"Handover Date"**) and the Promoter shall give possession of the said Premises to the Allottee/s. The Allottee/s agree(s) to pay the Outgoings as determined by the Promoter or association of allottees, as the case may be from the Handover date.

19.2 The Allottee/s shall take possession of the said Premises within 15 (Fifteen) days of the written notice from the Promoter to the Allottee/s intimating that the said Premises is/ are ready for use and occupancy.

19.3 From the Handover Date, the Allottee/s shall be liable to pay, from time to time, all Outgoings and charges mentioned in Clause 4 and anywhere else in this Agreement, to the Promoter on such date when the same are due and payable in the hands of the Allottee/s.

19.4 In the event, the Promoter completes the construction of the said Premises and obtain the occupancy certificate/part occupancy certificate, prior to the Possession Date, in such an event, the Allottee/s shall take the possession of the said Premises upon receiving intimation from the Promoter by making the balance payment towards the Consideration, as per the Payment Plan in **FOURTH SCHEDULE** hereunder.

19.5 In the event, the Allottee/s intends to take early possession/charge of the said Premises for carrying out any interior work/fit-out work, then the Allottee/s shall be liable to pay, all Outgoings and charges (including maintenance charges) from the date of handing over the said Premises for interior/fit-out work. Further, in such an event, the Allottee/s shall take inspection of the said Premises before handing over the same for interior/fit-out work, to rectify defects/snags (if any). The Allottee/s shall be allowed to take inspection only once and upon inspection of the said Premises, the Promoter shall rectify defects/snags (if any) reported by the Allottee/s, prior to handing over the said Premises for interior/fit-out work and thereafter, the Promoter shall not be under any obligation to rectify any further work/defects/snags in the said Premises.

20 FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF THE SAID PREMISES:

20.1 Upon receiving a written intimation from the Promoter as per clause 19.1, hereinabove, the Allottee/s shall within the time stipulated in Clause 19.1 hereinabove, take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Premises to the Allottee/s. In case the Allottee/s fail/s to take possession within the time provided in clause 19, such Allottee/s shall continue to be liable to pay outgoings and all other charges as applicable with respect to the said Premises, as applicable and as shall be decided by the Promoter or the society/Association from the Handover Date. Moreover, from the Handover Date, the upkeep, maintenance and internal condition of the said Premises, shall be the responsibility and at the cost of the Allottee/s alone. The Promoter shall not be responsible for any wear and tear to the said Premises which may occur after the Handover Date. The Promoter shall not in any manner whatsoever be obligated to look after the upkeep, maintenance, and internal condition of the said Premises on and from the Handover date.

20.2 It is clarified that though the Promoter are under no obligation to look after the upkeep, maintenance, and internal condition of the said Premises, it may, at its sole discretion, incur expenses for the upkeep and maintenance of the said Premises even after the Handover Date. The Allottee/s shall be liable to pay from the Handover Date to the

Promoter, compensation at the rate of INR 40/- per sq. ft. per month plus applicable tax, for the upkeep/cleaning/ maintenance of the said Premises, undertaken by the Promoter, in the event the Allottee/s fails to take the possession of the said Premises inspite of receiving the Possession Notice and several communications from the Promoter in respect thereof, within the period stated by the Promoter and as specified in this Agreement. Such compensation shall be payable in addition to the Outgoings and other charges payable by the Allottee/s. The Allottee/s agree that the said rate of compensation is a genuine and reasonable pre-estimate of the cost/damages incurred by the Promoter in case of the Allottee/s failure to take possession on time.

21 DEFECT LIABILITY PERIOD:

21.2 If within the time period as stipulated under the RERA or within a period of 5 (Five) years from the Handover date, whichever is less, the Allottee/s brings to the notice of the Promoter any structural defect (excluding normal wear and tear) in the said Premises or the Building in which the said Premises is situated, then, wherever possible such defects shall be rectified by the Promoter or its contractor at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA. However, the Parties agree and confirm that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect in the said Premises/Building or defective material being used or regarding workmanship, quality or provision of service.

21.3 It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s (including the Allottee/s appointing vendors/contractors) and/or any other allottees in the Building or acts of third party(ies) or on account of any force majeure events including on account of any repairs/redecoration/any other work undertaken by the Allottee/s and/or any other allottees/person in the Building. The Allottee/s is/are aware that any change(s), alteration(s) including breaking of walls and/or failure to adhere to the fit out manual and house rules may adversely impact the Building and hence any

change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to all allottees of the said Building to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee/s and/or other allottees of the Building shall have no claim(s) of whatsoever nature against the Promoter in this regard. If any major alterations, additions or changes are carried out by the Allottee/s herein, then in such case the Promoter herein shall be released and discharged from the obligation to rectify or repair the structural defect which may arise out of such internal additions or alterations made by the Allottee/s.

22 NO LIABILITY OF PROMOTER FOR DEFECTS CAUSED DUE TO REPAIR/RENOVATION BY ALLOTTEES:

The Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection or due to any renovation and /or alterations etc. carried out by the Allottee/s and any other allottees/ occupants of the other apartments/units/premises in the Building. The Allottee/s agree/s and covenant/s not to hold the Promoter liable and/or responsible for any such defects arising out of inherent properties of concrete and/or caused due to any renovations and/or alterations etc. carried out by the Allottee/s and any other allottees/ occupants of the Building.

23 DEFAULT AND CONSEQUENCES THEREOF:

23.1 If the Promoter fail to abide by the time schedule of Extended Possession Date for handing over the said Premises to the Allottee/s, other than due to the force majeure condition as stipulated in Clause 18.2, the Promoter agree to pay to the Allottee/s, (upon receipt of a written notice from the Allottee/s who do/does not intend to withdraw from the Project), interest as specified in RERA Rules, on the portion of the Consideration paid by the Allottee/s, for every month of delay, till the handing over of the possession. Provided however that once the Promoter obtains the occupation certificate, the Allottee/s shall not be entitled to withdraw from the Project. Similarly, the Allottee/s agree/s to pay to the Promoter, interest at the specified as specified in the RERA Rule, on all the delayed payments which become due and payable by

the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.

23.2 The Allottee/s agree/s to pay to the Promoter, Rs. 1,000/- (Rupees One Thousand only) per transaction, as charges towards dishonour of cheque/s issued towards payment of the Consideration, along with the applicable taxes, thereon.

23.3 Without prejudice to the right of Promoter to charge interest in terms of Clause 23.1 hereinabove and any other rights and remedies available to the Promoter under this Agreement, on the occurrence of a Default (defined in Clause 23.5 hereinbelow) the Promoter shall at their own option, may terminate this Agreement without any reference or recourse to the Allottee/s.

Provided that, Promoter shall give notice of 15 (Fifteen) days in writing to the Allottee/s, addressing their intention to terminate this Agreement and of the specific breach(s) in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach(s) mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s.

Provided further that upon such termination and cancellation of this Agreement in the manner as stated in this Clause and without prejudice to the other rights, remedies and contentions of the Promoter, the Promoter shall be entitled to forfeiture of the Earnest Amount as per the terms of the Booking Application Form and/or subsequent document/letter, if any, executed/confirmed/exchanged by the Allottee/s, and/or any other amount which may be payable to Promoter as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty. Also the Allottee/s shall not be entitled to seek/refund of any amount paid towards GST/tax/stamp duty, pass through charges, etc. Upon registration of the deed of cancellation in respect of the said Premises and upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to another allottees and receipt of the consideration thereon, the Promoter shall after adjusting the Earnest Amount and/or any other amount which may be payable to the Promoter, refund to the Allottee/s, whose name appears first, the balance amount, if any, of the

paid-up portion of the Consideration and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges. Such refund, however, shall be made on the Allottee/s repaying the loan and producing no lien certificate from the concerned bank/financial institution/ NBFC/housing finance company in respect of any loan availed by the Allottee/s on the said Premises, if any. Further, upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose off the said Premises in the manner it deems fit and proper.

23.4 Without prejudice to the right of the Promoter to charge interest at the under Clause 23.1 hereinabove, and any other rights and remedies available to the Promoter, if one or more of the events or circumstances set out in Clause 23.5 hereinbelow (“Event of Default”) shall have happened, then the Promoter shall call upon the Allottee/s by way of a written notice to rectify the same within a period of 15 (Fifteen) days from the date thereof. If the Allottee/s fails to rectify such Event of Default within the notice, then the same shall be construed as a default (“**Default**”).

23.5 The following shall be construed as an ‘**Event of Default**’ on the part of the Allottee/s:

- (i) If the Allottee/s delay(s) or commit(s) default in making payment of any Installment/s as mentioned in Clause 3.4 hereinabove and more particularly state in **FOURTH SCHEDULE** or any other amount payable under this Agreement, including but not limited to taxes, cess, duties etc. or otherwise, including as set out in this Agreement;
- (ii) If the Allottee/s fails to take possession of the said Premises within the stipulated time, despite receipt of the Possession Notice;
- (iii) If the Allottee/s commit(s) breach of any terms, conditions, covenants, undertakings and/or representations and/or warranties as given by him/her/it in this Agreement and/or any other writings and/or the terms and conditions of layout, /

Commencement Certificate, N.O.C. and other sanctions, permissions, undertakings and affidavits etc.;

- (iv) If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc.;
- (v) If the Allottee/s is/are, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence for more than 6 (six) months;
- (vi) If a Receiver and/or a Liquidator and/or Official Assignee and/or Insolvency Resolution Professional is appointed for the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s;
- (vii) If the Allottee/s has/have received any notice from the Government of India (either Central, State or Local) or any foreign Government for the Allottee's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them;
- (viii) If any of the aforesaid have been suppressed by the Allottee/s.
- (ix) If the Allottee/s has/have availed any housing loan from any bank/NBFC/FI for purchase of the said Premises, such bank/NBFC/FI has intimated the Promoter about the default of servicing/repayment of pre-EMI towards the housing loan amount disbursed.
- (x) The Allottee/s agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building/Project/the Larger Land or the Promoter or its representatives. In the event the Allottee/s does or omits to do any such act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the

option to the terminate this Agreement sending the Allottee/s
Notice of Termination

23.6 On the occurrence of an Event of Default/Default, the Promoter shall, without prejudice to any and all other rights and remedies available to it under law, be entitled (but not obliged) to exercise its rights as mentioned at Clauses 24.2 hereinabove. All the rights and remedies of the Promoter, including aforesaid rights and remedies of the Promoter are cumulative and without prejudice to one another.

23.7 The Allottee/s agree/s that in the event of termination of this Agreement by the Promoter as provided in this Agreement, and in the event of the said Premises being in the possession of the Allottee/s, then the Promoter shall forthwith be entitled to and have the right to re-enter upon the said Premises and the car parking space and resume possession of the same and the Allottee/s shall thereupon be liable to immediate ejectment there from as trespasser.

24 SOCIETY /ASSOCIATION AND APEX:

24.1 The Allottee/s along with other allottees of other apartments/units/ premises in the Building shall join in forming and registering the society or association or a limited company or condominium to be known by such name as the Promoter may decide (herein referred to as the “**society/Association**”). The Allottee/s shall from time to time for this purpose of formation of society/Association sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the society/Association and for becoming a member, including the bye-laws of the proposed society/Association and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common society/Association of the allottees. No objection shall be taken by the Allottee/s, if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, except such change 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.

- 24.2 The society/Association so formed shall admit all allottees of the Building as members in accordance with its constituent document.
- 24.3 The Promoter shall submit relevant application for the purpose of formation of a society or an association or a limited company as the case may be of the Allottee/s along with the other allottees of the said Building to the competent authority in accordance with the applicable provisions read with the RERA Act and RERA Rules and regulation made thereunder.
- 24.4 The Promoter shall be entitled, but not obligated to, join as a member of the society in respect of the unsold apartments/units/premises in the Building.
- 24.5 The Promoter shall, within three months from the date of issuance of the Occupancy Certificate in respect of the Building and sale of all apartments/ units/premises thereto or within one month from the registration of the society/Association, as aforesaid, whichever is later, convey/transfer/assign/sub-lease to the Association or cause to be transferred to such society /Association all the right, title and the interest of the Promoter in the habitable floors of the said structure of the Building (excluding basements, stilts and podiums) in which the said Premises is situated vide a registered Deed of Conveyance. However, the Promoter shall be entitled to (but not obligated to) convey/transfer/assign/sub-lease to the Association, all the right, title and the interest of the Promoter in the structure of the Buildings (excluding basements and podiums) within three months from the date of issuance of the Occupancy Certificate for all the Buildings, subject to the Promoter's right to dispose of the remaining apartments/units/premises, if any.
- 24.6 If for any reason, prior to the completion of the Building and the disposal of all apartments/units/premises, car parking spaces and other premises therein and the receipt by the Promoter of the Consideration of money receivable by them, a Deed of Conveyance or any other transfer deed is executed in favour of the society/Association, then in that event the Promoter shall continue to have the right to construct and complete the Building and dispose of unsold premises/apartments /units therein and/or to make additional constructions on the said Land and/or to sell and/or otherwise utilize or consume by carrying on construction on the same and for the said purpose utilize the unconsumed F.S.I. and/or the additional FSI which may arise or become

available by way of TDR in respect of the same (as permissible under the RERA) and/or avail of any other benefits whatsoever which may arise or become available in respect of the said Land or portion thereof under the existing Development Control Regulations or Building Bye-Laws or Rules or Regulations or under any subsequent regulations or other relevant provisions of law and/or to receive the full consideration money becoming due in any of the events mentioned above.

- 24.7 The Promoter shall have the right to incorporate and register an apex body (hereinafter referred to as **“Apex Body”**) in respect of the said Land (or part thereof) within a period of three months from the date of (a) receipt of the occupancy certificate of the last building which is to be constructed in the said Land /entire Project/one or more parcel of future I to R plot if extended by the Promoter as part of the Entire Project, or (b) sale of all apartments/units/premises which is to be constructed in the layout of the said Land /entire Project/one or more parcel of future I to R plot if extended by the Promoter as part of the Entire Project (whichever is later). The Promoter shall thereafter, within three months, convey/transfer/convey/assign/sub-lease to the Apex body all the right, title and the interest of the Promoter in the entire undivided or inseparable land underneath all buildings of the said Land /entire Project/one or more parcel of future I to R plot if extended by the Promoter as part of the Entire Project (as the case may be) jointly or otherwise (hereinafter referred to as the **“Property to be Transferred to Apex”**). It is clarified that all common areas which are part of the **Property to be Transferred to the Apex** shall (subject to what is stated in **SIXTH SCHEDULE** hereunder written in respect of Common Area and Facilities And Amenities) be shared by all the allottees and/or members within the said Land. There will be certain common areas which shall also be shared between the allottees within the said Land and the owners of any other structures/buildings. However, the Promoter shall be entitled to (but not obligated to) convey/transfer/assign/sub-lease to the Apex Body, all the right, title and the interest of the Promoter in the entire undivided or inseparable land underneath all buildings (forming part of the Apex) along with structures of basements and podiums constructed in a layout jointly or otherwise on the said Land, within three months from the date of issuance of the occupancy certificate of the last building which is to be constructed in the layout of the said Land/entire Project/one or more parcel of future I to R plot if extended by the Promoter as part of the

Entire Project (as the case may be), subject to the Promoter's right to dispose of the remaining apartments/units/premises, if any.

24.8 At the time of registration of the Deed of Conveyance /transfer/ assignment/sub-lease for the said Building (excluding basements and podiums), the Allottee/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable by the society/Association on such transfer/assignment of leasehold rights/sub-lease in respect of the said Building (excluding basements and podiums) in favour of the society/Association by the Promoter. At the time of registration of the conveyance of the Property to be Transferred to the Apex in favour of the Apex Body by the Promoter, the Allottee/s or the society/Association shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable by the said Apex Body on such document to be executed in favour of the Apex Body.

24.9 Notwithstanding the foregoing instead of forming Societies and Apex Bodies, the Promoter may, at their sole discretion, submit the Project and/or the development to a condominium as per the provisions of the Maharashtra Apartments Ownership Act, 1970.

25 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Premises.

26 BINDING EFFECT:

If the Allottee/s fail/s to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall be entitled (but not obligated) to serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s may be treated as cancelled at the discretion of the Promoter and the Consideration paid by the Allottee/s (excluding the advance amount and any other amount payable by the Allottee/s to the Promoter) shall be returned to the Allottee/s, whose name appears first,

without any interest or compensation whatsoever, after forfeiture of the Earnest Amount as per the terms of the Booking Application Form and/or any other amount which may be payable to Promoter as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty and deducting all the expenses incurred by the Promoter. Also, the Allottee/s shall not be entitled to seek/refund of any amount paid towards GST/tax/stamp duty, pass through charges, etc.

27 ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, application letter, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises.

28 STAMP DUTY AND REGISTRATION:

28.1 The Allottee/s shall bear and pay the stamp duty and the registration charges for and in connection with execution and registration of this Agreement all other deeds and documents to be registered with the Sub-Registrar of Assurances and shall also incur all the costs and expenses towards the same. The Promoter shall adjust the amount towards the Stamp Duty paid by the Allottee/s in the last instalment which shall become due and payable by the Allottee/s towards the Consideration, upon receipt of Occupation Certificate.

28.2 The Allottee/s shall pay to the Promoter, his/her/its/their share of stamp duty and registration charges, as and when payable in respect of conveyance or any document or instrument of transfer in respect of the Building and the said Land to be executed in favour of the society/Association/Apex Body, as and when demanded by the Promoter.

29 SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under RERA or the RERA Rules and regulations made

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

30 FURTHER ASSURANCES:

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

31 PLACE OF EXECUTION:

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

32 NOTICES AND JOINT ALLOTTEE/S:

32.1 All important notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D./Courier and through Email, and all normal/routine communications shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by notified Email ID at their respective addresses more particularly stated in **FOURTH SCHEDULE** specified below:

32.2 It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address and email id, subsequent to the execution of this Agreement in the above address by registered post failing which, all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.

32.3 In case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her/it/them which shall for all intents and purposes be considered as properly served on all the Joint Allottee/s.

33 NOMINEE:

33.1 The Allottee/s hereby nominate/s the person identified in the **FOURTH SCHEDULE** hereunder written ("**said Nominee**") as his/her/their nominee in respect of the said Premises. On the death of the Allottee/s, the remaining joint Allottee/s, if any, or if no joint Allottee/s, the said Nominee shall assume all the obligations of the Allottee/s under this Agreement and in respect of the said Premises, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee/s shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee/s.

33.2 The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

34 INDEMNITY:

The Allottee/s hereby indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, suits, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or

suffered by the Promoter directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Allottee/s in the performance of any and/or all of his/her/its/their obligations under this Agreement; (c) any injury to any property (ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/or occupation of the said Premises and directly or indirectly as a result of the negligence, act and/or omission of the Allottee/s or his/her/its/their agents, servants, tenants, guests, invitees and/or any person or entity under his/her/its/their control; and (d) Allottee/s' non-compliance with any of the restrictions regarding the use and/or occupation of the said Premises.

35 DISPUTE RESOLUTION AND GOVERNING LAWS:

35.1 The rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India and reference to the term 'laws' shall be construed accordingly and the courts at Mumbai shall have exclusive jurisdiction in respect of the same.

35.2 In the event of any dispute, the Parties shall attempt to settle such dispute amicably by way of mediation. In the event that any dispute is not resolved, even after mediation then the same shall be referred to the competent authority under the provisions of RERA and shall be resolved as provided in the RERA.

36 GENERAL PROVISIONS:

36.1 This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the Parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, social media/SMS/Whatsapp messages, videos, illustrations, provided to the Allottee/s or made available for the Allottee/s' viewing.

- 36.2 This Agreement shall form the only binding agreement between the Parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the said Premises between the Parties hereto.
- 36.3 This Agreement may only be amended in writing with the consent of all the Parties hereto.
- 36.4 The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.
- 36.5 Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other allottees in the Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the apartments/units/premises in the Project.
- 36.6 No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.
- 36.7 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 allottees/transferees of the said Premises, in case of a transfer, as the said obligations go along with the said Premises for all intents and purposes.
- 36.8 If there is more than one Allottee/s named in this Agreement, all obligations hereunder of such Allottee/s shall be joint and several.
- 36.9 The Parties hereto agree that they shall execute, acknowledge and deliver to the other, such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

- 36.10 This Agreement shall always be subject to the provisions of RERA Act and the rules and regulations made thereunder and to the other applicable laws.
- 36.11 The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
- 36.12 For the purpose of this transaction, the details of the PAN of the Promoter and the Allottee/s are more particularly stated in **FOURTH SCHEDULE** hereunder written

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

SCHEDULES

THE FIRST SCHEDULE: (Description of the said Larger Land)

All that piece or parcel of land or ground bearing City Survey Nos. 86, 86/1, 86/2, 86/3, 87, 87/1, 87/2A, 87/2B, 87/3, 87/4, 87/5, 87/6, 87/7, 87/8, 87/9, 87/10, 87/11, 87/12, 87/13, 87/14, 87/15, 87/16, 87/17, 87/18, 87/19, 112, 115, 116B admeasuring 2,34,952.18 (2,36,919.3 sq.mtrs plot area as per the Property Card) (36,716.2 sq.mtrs in Village Tungwa and 2,00,203.1 sq.mtrs. in Village Paspoli) in Powai Estate, in the registration district and sub-district of Mumbai city and Mumbai Suburban and bounded as under:

- On or towards the NORTH by : MCGM Waterworks Plot
- On or towards the SOUTH by : JVLR
- On or towards the EAST by : Saki Vihar Road
- On or towards WEST by : Milind Nagar (No development Zone)

THE SECOND SCHEDULE: (Description of the said Project Land)

All that piece and parcel of land or ground, lying and being a demarcated part admeasuring 998.44 sq. mtrs. for the project known as "ATTHIS at L&T Realty Elixir Reserve" ("**the said Project**") on the portion of CTS No. 87 (Part) being part of all those parts and parcels of the said Larger Land, more particularly described in the FIRST SCHDEULE in Powai Estate, in the registration district and sub-district of Mumbai city and Mumbai Suburban and bounded as under:

On or towards NORTH by: 87 (Part) of village Paspoli

On or towards SOUTH by: 87 (Part) of village Paspoli

On or towards EAST by: 87(part) of village Paspoli/ Saki vihar road

On or towards WEST by:87(part) of village Paspoll

THIRD SCHEDULE: (Description of the said Premises)

Premises bearing No. _____ admeasuring _____ sq. mtrs. carpet area i.e. approximately square feet, alongwith ancillary areas admeasuring _____sq. mtrs. approximately (Sq. ft.), on «**Floor**» floor in Tower _____ of the Project known as “ _____”, alongwith car parking space/s.

FOURTH SCHEDULE

Sr. No.	Terms and Expressions	Meaning/Description												
	Consideration	Rs. [] (Rupees [] Only))												
	Earnest Money	A sum of Rs ____/- (Rupees ____ only) (not exceeding 10% of the Consideration) as earnest money or application fee												
	Payment Plan	<table><tr><th>Particulars</th><th>Percentage</th></tr><tr><td>Application Fees/money</td><td>10%</td></tr><tr><td>On or before_____</td><td>__%</td></tr><tr><td>On Completion of ____ Floor Slab including podiums</td><td>__%</td></tr><tr><td>On completion of the internal walls, internal plaster, floorings of the said Premises</td><td>__%</td></tr><tr><td>On completion of the electrical fittings, windows, doors, including</td><td>__%</td></tr></table>	Particulars	Percentage	Application Fees/money	10%	On or before_____	__%	On Completion of ____ Floor Slab including podiums	__%	On completion of the internal walls, internal plaster, floorings of the said Premises	__%	On completion of the electrical fittings, windows, doors, including	__%
Particulars	Percentage													
Application Fees/money	10%													
On or before_____	__%													
On Completion of ____ Floor Slab including podiums	__%													
On completion of the internal walls, internal plaster, floorings of the said Premises	__%													
On completion of the electrical fittings, windows, doors, including	__%													

		staircase and lobbies upto the floor level of the said Premises. On completion of the external plumbing and external plaster, entrance lobby/s, of the building or wing in which the said Premises is located, and Sanitary fittings of the said Premises. On completion of the lift wells, electro, mechanical and environment requirements, elevation, water pumps, lifts, terraces with waterproofing, paving of areas appurtenant and all other requirements, as may be prescribed in the Agreement of Sale, of the building or wing in which the said Premises is located. On Receipt of Occupation Certificate. Total	____% ____% ____% 100%						
	Bank Account	<table><tr><td>Bank Account No.</td><td>Tower/Project</td></tr><tr><td></td><td></td></tr></table>			Bank Account No.	Tower/Project			
Bank Account No.	Tower/Project								
	Rebate for early payments at the sole discretion of the Promoter	____% of equal Instalments payable by the Allottee/s.							

	Adhoc Maintenance Charges	Adhoc Maintenance Charges towards proportionate cost/expenses for (a) common areas and facilities of the Building and (b) Common Areas and Facilities and Amenities of the Entire Project, from the Handover Date (for initial ____ months @ Rs...../- psf) After ____ months, the Promoter/through its third party agency, shall raise invoices for the above.	Rs...../-
	Refundable Deposit	Adhoc Maintenance Charges towards proportionate cost/expenses for Common Areas and Facilities and Amenities of the Entire Project, from the date of handover to the Society/Association (for ____ months @ Rs...../- psf.	Rs...../-
		Refundable Deposit to be refunded to the to the Apex Body (subject to deduction of dues, if any) upon handover of charge and/or conveyance with the Apex Body	Rs...../-
	Property tax/LUC	Rs. [_____] (Rupees [_____] Only))	
	Building Protection Deposit	Rs. [_____] (Rupees [_____] Only))	
	Possession Date	On or before _____ day of _____ (the “ Possession Date ”)	
	Nominee	The Allottee/s hereby nominate/s the person _____	
	Notices to be served at the respective addresses:	ALLOTTEE/S Name of Allottee/s : Address :	

		Notified Email ID: _____ PROMOTER LARSEN AND TOUBRO LIMITED (Registered Office) Registered Office: L & T House, N.M. Marg, Ballard Estate, Mumbai 400001 Correspondence Address: L&T Realty, CRM Office, Ground Floor, A.M. Naik Tower, L&T Campus, Gate No.3, Jogeshwari – Vikhroli Link Road (JVLR), Powai, Mumbai 400072. Notified Email ID: feedback@larsentoubro.com
	PAN Nos.	(i) Promoter's PAN - AAACL0140P (ii) Allottee's PAN -

FIFTH SCHEDULE: (Description of the Premises Facilities

SIXTH SCHEDULE

- i. **Description of the COMMON AREAS AND FACILITIES AND AMENITIES**
- ii. **The Key Common Areas and Amenities**

SIGNED AND DELIVERED)
By the within named PROMOTER,)
LARSEN AND TOUBRO LIMITED)
By its authorised signatory)
_____)
Authorised under Board resolution)
Dated _____)
In the presence of.....)

SIGNED AND DELIVERED BY THE)
Within named **ALLOTTEE/S**)

)
_____)
_____)
_____)
_____)
In the presence of)

LIST OF ANNEXURES

<u>SR. NO.</u>	<u>PARTICULARS</u>
1	ANNEXURE “A1 & A2 collectively”- COPY OF THE PLAN DELINEATING THE SAID LARGER LAND
2	ANNEXURE “B”- CHAIN OF TITLE
3	ANNEXURE “C”- COPY OF CERTIFICATE OF TITLE
6	ANNEXURE “D” - A COPY OF THE SANCTIONED LAYOUT FOR THE SAID LAND
7	ANNEXURE “E” - A COPY OF THE PROPOSED LAYOUT INDICATING FUTURE DEVELOPMENT FOR THE SAID LAND
8	ANNEXURE “F” - A COPY OF THE COMMENCEMENT CERTIFICATE OF THE SAID PROJECT.
9	ANNEXURE “G” - COPY OF THE REGISTRATION OF THE PROJECT WITH THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
10	ANNEXURE “H” - COPIES OF THE PROPERTY CARD
11	ANNEXURE “I” - COPIES OF THE PLANS AND SPECIFICATIONS OF THE SAID PREMISESAS SANCTIONED AND APPROVED BY THE LOCAL AUTHORITY
12	ANNEXURE “J” - THE SAID PREMISES HATCHED IN RED COLOR AS SHOWN IN THE FLOOR PLAN AND THE SAID ANCILLARY AREA SHOWN ON THE PLAN HATCHED IN BLUE COLOUR

