

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (hereinafter referred to as the “**Agreement**”) is made and entered into at Navi Mumbai on this ____ day of _____ in the year Two Thousand and Twenty-Three (2023).

BETWEEN

M/s. METRO LIFESCAPES INDIA LLP (erstwhile known as M/s. Metro Lifescapes, a partnership firm registered under the Indian Partnership Act, 1932), a partnership firm incorporated under Limited Liability Partnership Act, 2008 having LLP Identification No. ABC-5668 and having its registered office address at Unit No. 301, 3rd Floor, The Ambience Court, Plot No. 2, Sector 19D, Vashi Navi Mumbai – 400 703 and having PAN No. ABOFM9037G, represented through its designated partner **MR. HITESH SURESH JAIN**, hereinafter referred to as “**Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partner or partners thereof for the time being, their respective heirs, executors and administrators and administrators of the last surviving partner and its successor or successors-in-business and permitted assigns) of the **FIRST PART**;

AND

CITY CENTRE VASHI MALL MANAGEMENT LIMITED, a company registered under the provisions of the Companies Act, 1956 and validly existing under Companies Act, 2013 having its registered office address at City Centre Mall Vashi, Plot No. 18, Sector 19-D, Vashi, Navi Mumbai – 400 703 represented through its duly authorized Constituted attorney **MR. HITESH SURESH JAIN (authorized Partner of erstwhile M/S Metro Lifescapes now converted in to M/s Metro Lifescapes India LLP)** appointed vide registered POA dated **20.09.2021** hereinafter referred to as the “**Company**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

AND

1) MR. AMIT AGARWAL AGE **43 Years** having PAN No. **(AMDPA7601A)** AADHAR No. **(773392593839)** **2) MRS. RASHMI AGRAWAL** AGE **72 Years** having PAN No. **(AMBPA0720G)** AADHAR NO. **(247010520195)** adults, Indian Inhabitant, residing at, **FLAT NO- B 1405, RAMCHANDRA NIWAS, PLOT NO-21 - 22, SECTOR- 12A, KOPARKHAIRANE, NAVI MUMBAI- 400709** hereinafter referred to as the said “**Allottees**” (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include

in the case of individuals, his/her/their respective heirs, executors, administrators, legal representatives and assigns, in case of a firm the partners for the time being from time to time, the survivors or survivor of them and the heir, executors and administrators of the last of such survivors or survivor and in case of a Company, its successors and permitted assigns) of the **THIRD PART**;

In this Agreement, the Promoter and the Allottees are hereinafter collectively referred to as the **"Parties"** and individually as a **"Party"**.

WHEREAS:

A. City & Industrial Development Corporation of Maharashtra Limited ("**CIDCO**") is the New Town Development Authority declared for the area designated as a site for the new town of New Bombay by the Government of Maharashtra in exercise of its powers under subsection (1) and (3-A) of section 113 of the Maharashtra Regional Town Planning Act, 1966 (Maharashtra XXXVII of 1996) (the said "**MRTP Act**").

B. The State Government of Maharashtra pursuant to Section 113 (A) of the said MRTP Act acquired lands and vested such lands in the name of CIDCO for development and disposal.

C. Vide 'Agreement to Lease' dated 30th September, 2004 executed between said M/s Well-Wisher Construction & Finance Pvt. Ltd. (the "**Well Wisher**") and CIDCO registered with Sub Registrar of Assurance Thane-3 on 30/09/2004 under registered serial no. TNN3-7145-2004 (the "**Agreement to Lease**") CIDCO has granted lease hold right to Well Wisher in respect of lease hold land bearing plot no. 18 admeasuring 7589.64 Sq. meters (the said "**Plot**") situated at sector 19D, Vashi, Navi Mumbai. The said Plot is more particularly described in the **SCHEDULE I** hereunder written. Further, Well Wisher entered in 'Development Agreement' with M/s Akshar Developers (the "**Akshar**") for developing mall on said Plot, which is registered with Sub Registrar of Assurance Thane-3 on 24/03/2005 under registered serial no. TNN3-03745-2005 (the "**DA**"). A copy of layout plan of the said Plot is annexed hereto as **Annexure - A**.

D. Accordingly Well Wisher and Akshar have developed and constructed mall known as 'City Centre Mall' on said plot having ground plus four upper floors having 168 nos. of commercial unit (the said "**Mall**") by obtaining Occupancy Certificate dated 17th September, 2007 from Navi Mumbai Municipal Corporation (the "**NMMC**") upon completing the construction of the said Mall.

E. The '**CITY CENTRE VASHI MALL MANAGEMENT LIMITED**' ("**Company**") is incorporated under 'Companies Act, 1956' on 01.05.2012 as an association under section 10 of Maharashtra Ownership Flats Act, 1963 (the "**MOFA**") for the unit holders in the said Mall named 'City Centre Mall' constructed on said Plot.

F. CIDCO granted lease of said Plot to Company vide Lease Deed dated 23rd August, 2012 (the "**Lease Deed**"), executed by and between the CIDCO, Company and Well Wisher, which is registered with the Office of the Sub-Registrar of Assurances at Thane 11 under Serial No. TNN-11-2610 of 2012 on 23rd August, 2012. Further, vide 'Deed of Rectification' dated 12th September, 2012 which is registered with the Office of the Sub-Registrar of Assurances at Thane 11 under Serial No. TNN-11-2844 of 2012 on 12th September, 2012 the said Lease Deed was rectified.

G. On 30th March, 2021 CIDCO and Company have entered into a 'Modified Lease Deed' on terms and conditions mentioned therein for modifying the said Lease Deed. The said Modified Lease Deed' is duly registered with the Sub Registrar of Thane under registered serial no. TNN-6-4587-2021 on 30th March, 2021.

H. By and under a Development Agreement dated 20th September 2021, made and executed by and with the Company and the members of the Company (as detailed therein), exclusive development rights were granted to the Promoter in respect of the said Plot at or for the consideration and upon the terms, conditions and provisions in the manner as therein recorded (hereinafter referred to as the "**Development Agreement**"). The said Development Agreement is registered with the Office of the Sub-Registrar of Assurances at Thane under Serial No. TNN-6-10348 of 2021 on 20th September 2021.

I. Pursuant to the said Development Agreement, by and under a Power of Attorney dated 20th September 2021 executed by the Company in favour of the Promoter registered with Sub Registrar of Assurances at Thane under Serial No. TNN-6-10349 of 2021 on 20th September 2021, the Company has granted in favour of the Promoter, the powers to undertake the necessary and incidental acts for the redevelopment of the said Plot as more particularly set out therein.

J. In terms of the said Development Agreement, the Promoter have inter-alia the right to undertake the redevelopment/ reconstruction of the said Plot by undertaking a real estate project thereon having mixed use including commercial and/ or residential building/s and such other permissible user as may be approved/ granted by the concerned planning authority by utilizing maximum permissible FSI as per Unified Development Control and Promotion Regulations which was notified by the Maharashtra Government on 2nd December 2020 ("**UDCPR**") on the Plot area plus permissible Ancillary FSI that is or may be available for utilizing and consuming the full development potential of the said Plot which includes the entire basic FSI of the Plot, TDR/additional FSI, Fungible FSI, Premium paid FSI, compensatory FSI, incentive and any other FSI/TDR (that may be acquired in any manner), besides which the Promoter is also entitled to utilize ancillary area FSI (as may be available) under the UDCPR or such other regulations as may be applicable from time to time, either free of cost or on payment of premium etc., or FSI available with or without premium under UDCPR or by any other

subsequent circulars, notifications or guidelines issued by CIDCO/Govt. Of Maharashtra.

K. Based on its right and entitlement in terms of the said Development Agreement, the Promoter is going to develop the Plot and carry out the development in consonance with the Relevant Laws in the manner the Promoter may deem fit. For the purpose of this Agreement, “**Relevant Laws**” means and includes any applicable Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications, circulars, directives, order, direction, judgment, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement.

L. Vide letter dated 4th May 2022 bearing No. NMMC/TPO/ADTP/1342/2022, Navi Mumbai Municipal Corporation (“**NMMC**”) issued a Letter of Intent (“**LOI**”) wherein NMMC has recognized the total potential Floor Space Index (FSI) of 44,886.225 sq. mtrs. available to the Promoter for development of residential cum commercial use consisting of 1 (one) building (the said “**Building**”) having 3 (three) wings (the said “**Wings**” or “**Towers**”)

M. For the sake of brevity and convenience, the said Residential Tower and the Commercial Tower shall be hereinafter referred to as “**Entire Project**”. NMMC has granted Commencement Certificate to the Promoter with reference for commencing construction on said plot in accordance to terms and conditions as contained therein 1) Copy of Commencement Certificate dated **23rd November 2020**, 2) Amended Commencement Certificate dated **23rd December 2021**, 3) Amended Commencement Certificate dated **16th June 2022**,

N. Vide letter dated 4th January 2023 copy of which is annexed hereto and marked as **Annexure- B** Navi Mumbai Municipal Corporation (“**NMMC**”) issued amended plan approval and Commencement certificate to the Promoter for development of residential cum commercial use consisting of 1 (one) building (the said “**Building**”) having 3 (three) wings (the said “**Wings**” or “**Towers**”), out of which:

- a. The residential component will *inter alia* comprise of:
 - i. Entire (Ground/ Stilt + 3rd Floor) together with Part of (1st podium parking Floor, 2nd podium parking Floor, and 4th Floor) of the said Building *inter-alia* consisting of car parking spaces, amenities, lift lobby, staircase etc.; and
 - ii. Entire Wing A and Wing B having 5th to 23rd upper floors and terrace above both the wings *inter-alia* consisting of residential units, servant rooms, private lobby/entrance foyer exclusive to apartments, amenities/pool on terrace (subject to final design) etc.

hereinafter collectively referred to as the said “**Residential Tower**” to be known as “**AYKON**”.

- b. The commercial component will *inter alia* comprise of:
- i. Entire 3 (three) level basement floors and Part Ground Floor together with Part of (1st Floor and 2nd Floor) of the said Building inter-alia consisting of car parking spaces, shops/commercial units, utility areas, lift lobby, staircase, Service areas, stilt parking etc.; and
 - ii. Entire Wing C having 4th to 22nd upper floors and terrace inter-alia consisting of commercial offices, restaurant/banquet/commercial unit amenities, etc.

hereinafter collectively referred to as the said “**Commercial Tower**” to be known as “**CENTONIC**”.

O. The Allottees has/have been informed and the Allottees hereby agree, confirm and acknowledge that the car parking spaces of the purchasers of the Commercial Tower as the same has been separately and clearly earmarked with a separate entrance/ exit by the Promoter in the Basement of Commercial Tower (“**Car Parking Space of Commercial Tower**”). The car parking space of the residents of the Residential Tower are located in the aforesaid Ground Floor and Podium floors of Residential Tower (“**Car Parking Space of Residential Tower**”). The Promoter hereby confirms that the Car Parking Space of Residential Tower shall in no manner affect the car parking space allocated/demarcated for the Commercial Tower.

P. The Promoter has appointed **Dimensions Architects PVT LTD** as their Architects for the said Project (as defined below) and entered into a standard Agreement with them registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

Q. The Promoter has appointed **Structural Concept Designs PVT LTD** as structural Engineer for the preparation of the structural design and drawings of the Building and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Building.

R. The Promoter has registered the Residential Tower and Commercial Tower as separate project(s) under the provisions of the Real Estate (Regulation and Development) Act 2016 (“**Act**”) read with 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 (“**Rules**”) with the Real Estate Regulatory Authority at Maharashtra. The said Residential Tower is registered under project registration number P51700046010 (the said “**Project**”) and the Commercial Tower is registered under project registration number

P51700046286. The authenticated copy of the project registration certificate for the said Project is attached in **Annexure – C**.

S. The Promoter has sole and exclusive right to sell the Units/ units/ premises in the said Building to be constructed by the Promoter in the said Project and to enter into Agreement/s with the purchaser/s of the Units/ units/ premises and receive the sale consideration in respect thereof save and except the units to be allotted to the existing members of the Company in lieu of their existing premises in the existing building (since demolished) which was standing on the said Plot.

T. The authenticated copy of Certificate of Title issued by Solomon & Co., Advocates & Solicitors of the Promoter showing the nature of the title of the Promoter to the Project on which the Units/ units/ premises are constructed or are to be constructed have been annexed hereto and marked as **Annexure – D**.

U. The authenticated copy of the Layout plan of the Plot as approved by the concerned local authority is annexed hereto and marked as **Annexure – E**.

V. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said Building and shall obtain the balance approvals from various authorities from time to time, including but not limited to Occupancy Certificate of the said Building.

W. While sanctioning the Plot concerned local authority and/or Government has laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Promoter while developing the Plot and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building shall be granted by the concerned local authority.

X. The Promoter shall accordingly commence construction of the said Building in accordance with the said plans.

Y. As per "**Mortgage Deed**" dated **30.03.2023** the Promoter availed construction loan facility from State Bank of India by mortgaging the available sale units and receivables in said entire project upon terms and conditions mentioned therein.

Z. The Promoter has obtained No Objection Certificate of State Bank of India for the sale of the said unit to the Purchaser. A Copy of the said Consent is appended hereto as **Annexure "J"**

AA. The Allottees has applied to the Promoter for allotment of a Unit No. **1602** on **16th floor** in **Wing. B** of the Residential Tower (hereinafter referred to as the said "**Unit**") being constructed in the Project and **2 (Two)** independent car parking space(s) / dependent car parking space(s) (hereinafter referred to as the said "**Car Park**") in the Podium of the

Residential Tower.

BB. The Carpet Area of the said Unit is **114.85 square meters**. For the purposes of this Agreement, the term "**Carpet Area**" means the net usable floor area of a Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Allottees or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottees, but includes the area covered by the internal partition walls of the Unit as provided under the Real Estate Act.

CC. In addition to the carpet area, without any further monetary consideration, the Allottees is entitled to **Balcony Area of 24.36 square meter, Dry Balcony area of 5.67 square meter, Servant room area of 8.14 square meter** all together being ancillary area (the "additional area") marked separately in the floor plan.

DD. The authenticated copy of the plan of the Unit agreed to be purchased by the Allottees, as sanctioned and approved by NMMC have been annexed and marked as **Annexure - F**. The specification to be provided in the Unit is hereto annexed and marked as **Annexure - G**. It is clarified that the Common Areas and Facilities for the Residential Tower and Commercial Tower are separate and the occupiers of each of the Residential Tower and Commercial Tower shall not be entitled to use inter se common areas and facilities of the other

EE. On demand from the Allottees, the Promoter has given inspection to the Allottees of all the documents of title relating to the Plot and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Act, the Rules and Regulations made thereunder. The Allottees hereby declare and confirm that they have gone through all the documents related to the said Plot and have carried out legal due diligence on the title of the Promoter to the said Unit and after having fully satisfied with the title of the Promoter to the said Unit, the Allottees has entered into this Agreement.

FF. By executing this Agreement, the Allottees has/have accorded his/her/their irrevocable consent whereby the Promoter will be entitled to make such alterations in the structures in respect of the said Unit agreed to be purchased/acquired by the Allottees and/or in the said Residential Tower/ Project as may be necessary and expedient in the opinion of its Architect/Engineer provided that such alterations/ modifications are approved by the Planning Authority.

GG. The Promoter has informed the Allottees that the said Promoter entity was erstwhile known as M/s. Metro Lifescapes, a partnership firm registered under the Indian Partnership Act, 1932 and now, the same is converted into a limited liability partnership known as "M/s

METRO LIFESCAPES INDIA LLP having LLP Identification No. ABC-5668. A copy of Certificate of Registration on Conversion dated 27th September 2022 issued by Ministry of Corporate Affairs is annexed hereto and marked as **Annexure "H"**.

HH. Prior to the execution of these presents, the Allottees has paid to the Promoter, a sum of **Rs. 10,00,000/- (Rupees Ten Lakhs Only)**, being the part payment of the consideration of the Unit agreed to be sold by the Promoter to the Allottees as advance payment or application fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottees has agreed to pay to the Promoter, the balance of the sale consideration in the manner hereinafter appearing.

II. Under section 13 of the said Act the Promoter is required to execute a written Agreement for Sale of said Unit with the Allottees, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

JJ. 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 Allottees hereby agrees to purchase the said Unit and the Car Park (if applicable).

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY DECLARED, RECORDED, CONFIRMED AND AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

1. PRELIMINARY

1.1. The recitals, schedules and annexures to this Agreement 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 AND DEVELOPMENT

2.1. The Promoter shall construct and develop the said Project which construction and development shall be in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time and by utilizing maximum development potential as may be permissible under the prevailing development control regulations including UDCPR. Provided that the Promoter shall have to obtain prior consent in writing of the Allottees in respect of variations or modifications which may adversely affect the Unit of the Allottees except any alteration or addition required by any Government authorities or due to change in law or due to increase in FSI potential then such prior consent shall not be required. Save and except the variations or modifications which may adversely affect the Unit of the Allottees, the Allottees irrevocably and unconditional agrees and confirms that the Promoter shall be entitled to make such variations and modifications in the Project and/or the said Residential Tower as the Promoter may consider necessary or desirable or as may be required by the government authorities including CIDCO or any other public/state/local/central body or concerned authority from time to time.

2.2. The Promoter has informed the Allottees and the Allottees hereby confirms and acknowledge that the Plot is being developed by the Promoter in a segment-wise/ phase-wise manner to be determined by the Promoter in its absolute discretion from time to time. The Allottees further acknowledge/s and confirms that the Promoter may, at any time, vary/modify the Layout plan of the Plot in such manner as the Promoter may deem fit, subject however to the sanction of the concerned authorities or may undertake any of the aforesaid phase if required by the concerned authorities. The Promoter shall be entitled to carry out minor additions due to architectural and structural reason duly recommended and verified by Architect or Engineer and as required under Relevant Laws.

2.3. The Promoter hereby agrees to observe, perform, and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Allottees, obtain from the concerned local authority occupancy certificates in respect of the Unit.

3. INSPECTION AND VERIFICATION OF TITLE AND THE PROJECT

3.1. The Promoter has given inspection to the Allottees of the title deeds and documents, plans sanctioned by CIDCO/ NMMC, designs and specifications, letters, documents and all other papers as required under the provisions of the said Act, Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, and the Rules framed thereunder, and have also provided to the Allottees, copies of such documents as demanded by the Allottees.

3.2. The Allottees/s has/have prior to the execution of this Agreement perused all the documents constituting title deeds, approved plans, commencement certificate, development permission (the copies whereof have been provided to them/him by the Promoter) and satisfied himself/themselves/herself about the title of the Promoter to the said Unit and no requisition or objection shall be raised upon the Promoter in any matter relating thereto. A copy of the Legal Title Report issued by Solomon & Co., Advocates & Solicitors, Advocates of the Promoter ("**Legal Title Report**") is hereto annexed as **Annexure - D**. The Allottees have independently of the said certificate made inquiries concerning the title of the Promoter to the said Plot and the Allottees has/have accepted the same and he/she/they shall not be entitled to raise or administer any further requisition or objection in respect of the said Plot or the Promoter's title thereto. In addition, the Allottees has perused the 'Architect certificate' and drawings certifying the Carpet Area of the said Unit.

4. PROMOTER TO SELL AND ALLOTTEES TO PURCHASE UNIT AND CAR PARK

4.1. The Allottees hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottees, **Unit No. 702** on **7th floor** in **Wing B** of the Residential Tower (being the said “**Unit**”) being constructed in the Project and shown on the floor plan thereof hereto annexed and marked **Annexure – F** surrounded by red colour boundary line/ shaded in colour thereof for the consideration of **Rs. 2,50,00,000/- (Rupees Two Crore Fifty Lakhs Only)** (hereinafter referred to as the “**Unit Consideration**”) including the proportionate price of the common areas and facilities appurtenant to the said Unit and Residential Tower, the nature, extent and description of the common areas and facilities provided in this Agreement.

4.2. The Allottees hereby agrees to purchase/ acquire exclusive rights from the Promoter and the Promoter hereby agrees to sell/ allot to the Allottees **2 (Two)** independent car parking space(s) in one of the Podium levels of the Residential Tower to be demarcated and allotted/numbered at the time of handover of possession of the Unit (being the said “**Car Park**”) for **NIL** additional consideration (hereinafter referred to as the said “**Car Park Consideration**”).

4.3. The said Unit and Car Park are more particularly described in the **SCHEDULE II** hereunder written.

4.4. The said Promoter herein is well and sufficiently entitled to sell and/or deal with in its own name and at its own risk and costs self-contained commercial cum residential units in the Project including the said Unit and the said Car Park in the said Residential Tower on what is known as ownership basis or otherwise on such terms and conditions as it may deem fit.

4.5. The Allottees shall use the Unit or any part thereof or permit the same to be used only for residential use/ purposes.

5. FIXTURES AND FITTINGS

5.1. The fixtures and fittings with regard to the flooring and sanitary fittings, if any and amenities like one or more lifts with particular brand to be provided by the Promoter in the said Residential Tower and the Unit as are set out in **Annexure – G**, annexed hereto.

5.2. The Allottees has satisfied himself/itself about fixtures, fittings, and amenities to be provided and shall not any objection in respect thereof. The Allottees hereby agrees, declares, and confirms that, save and except the specifications, fixtures, fittings and/or amenities as has

been specified in **Annexure – G** hereto, the Promoter shall not be liable, required and/or obliged to provide any other specifications, fixtures, fittings and/or amenities in the said Unit and/or Residential Tower. The Allottees, however, agrees that the Promoter reserves the right to change any of the fixtures, fittings and amenities to be provided in the said Unit in circumstances wherein there is uncertainty about the availability about of such fixtures, fittings and amenities or the materials required to be provided either in terms of quality and/or quantity and/or delivery and/or for any other reason beyond the control of the Promoter. In such circumstances, the Promoter shall substitute the fixtures, fittings, and amenities without any approval of the Allottees in as much similar specifications and/or quality as may be available and required during the stage/time of the construction in order to enable the Promoter to offer possession of the said Unit on the stipulated date. The Allottees agrees not to claim any rebate or discount or concession in the Unit Consideration on account of a change or substitution in any of fixtures, fittings, and amenities by the Promoter. The Allottees further agrees that in case if the Promoter provides a different variant of the tiles, paints and/or sanitary wares, the Allottees shall not have any objection to the same. The Allottees agrees and undertakes not to withhold any payments to be made to the Promoter on this ground. In case, however if any extra special fixtures, fittings and amenities in the said Unit are provided by the Promoter in that behalf, the same shall be considered as 'extra work items' and the Promoter shall be entitled to charge and recover additional consideration for such extra work items.

6. LIMITED/ RESTRICTED COMMON AREAS AND FACILITIES

6.1. The Parties hereby agree and confirm that the Promoter shall provide certain common areas and facilities in the Project. However, the common areas and facilities shall be separate as to the occupants/ owners of the Residential Tower and Commercial Tower. The Allottees is entitled to enjoy on payment of outgoings in timely manner.

6.2. The Allottees hereby agree and covenants to not demand for any other common areas, amenity, or facility in the Residential Tower other than the amenities and facilities given by the promoter.

6.3. The Promoter shall have a right to provide separate common areas, facilities, and amenities for holders of other units/ spaces in separate wing/s or tower/s at its sole discretion and the Allottees shall have no right to use and enjoy such separate common areas, facilities and amenities of the Commercial Tower in any manner whatsoever.

6.4. The Promoter proposes/ intends to modify the existing plans with respect to the Project/ Entire Project by *inter alia* shifting existing amenities/ adding certain amenities on the rooftop of the Building (either Residential Tower or Commercial Tower) and such amenities could be earmarked/ allocated/ allotted for specific/ exclusive usage of single Allottees or all

the Allottees of the Project/ Entire Project. In this regard, the said Allottees hereby grants its irrevocable and unconditional consent and no objection, and the Promoter is entitled to do as foregoing at its sole discretion.

7. CONSIDERATION AND PAYMENT MILESTONES

7.1. The total aggregate consideration amount for the said Unit and entitlement to use Common Areas and Facilities (specific to Residential Tower) and the said Car Park is thus **Rs. 2,50,00,000/- (Rupees Two Crore Fifty Lakhs Only)** (hereinafter referred to as the said "**Consideration**") which is subject to deduction of applicable tax deducted at source as per provisions of Income Tax Act, 1961.

7.2. The Allottees has paid on or before execution of this Agreement, a sum of **Rs. 10,00,000/- (Rupees Ten Lakhs Only)** and the balance amount of **Rs. 2,40,00,000/- (Rupees Two Crore Forty Lakhs Only)** shall be paid by the Allottees to the Promoter in accordance with the Payment Plan (as defined below) hereto annexed and marked as **Annexure – I** in accordance with the terms of this Agreement.

7.3. Time is essence for the Promoter as well as the Allottees. The Promoter shall abide by the time schedule for completing the Residential Tower and handing over the said Unit and the Car Park to the Allottees together with the specific common areas and facilities to the Apex Body of the Allottees after receiving the part occupancy certificate of the said Residential Tower. Similarly, the Allottees shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided herein above (hereinafter referred to as the said "**Payment Plan**"). The Promoter shall issue a notice to the Allottees intimating the Allottees about the stage-wise completion of **Wing B** of the said Residential Tower as detailed above (the payment at each stage is hereinafter individually referred to as the said "**Instalment**" and collectively referred to as the said "**Instalments**") and demanding the Instalment thereof. The Allottees shall make the payment within 15 (fifteen) days from the date of demand for the payment of the Instalment, time being of essence.

7.4. 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. The Promoter undertakes and agrees that while raising a demand on the Allottees 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 Allottees, which shall only be applicable on subsequent

payments.

7.5. The Allottees shall make all the payments of the Consideration amounts by way of demand drafts/ pay orders/ cheques/ RTGS/ ECS/ NEFT and issue/deposit the same in the name/bank account provided by the Promoter hereinbelow:

Particulars	Details
Name of the Bank and Branch	STATE BANK OF INDIA
Account No.	41546431464
Type of Account	METRO LIFESCAPES INDIA LLP AYKON PROJECT
IFSC Code	SBIN0000448

7.6. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottees by discounting such early payments @ 1% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottees by the Promoter.

7.7. The Allottees authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottees undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

7.8. The Promoter shall give notice to the Allottees informing the Allottees that the Promoter has completed the casting of the various slabs and such other works as the case may be or that the possession of the said Unit will be delivered to the Allottees on the date stipulated therein. Such notice shall require the amount of the installment or the balance amount payable by the Allottees to the Promoter within the period stipulated therein and the Allottees shall within the said stipulated period pay the amount of the said installment of the balance amount to the Promoter accordingly.

7.9. The Allottees has been explained that any default in the payment as per the schedule might cause loss / delay to the entire Project. The Allottees has therefore agreed not to commit any default in the payment as per the schedule of payment/ Payment Plan.

8. TAXES AND OUTGOINGS

8.1. The Consideration above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Cess or any other taxes by whatever name called which may be levied,

in connection with the construction of and carrying out the Project payable by the Promoter or the Allottees) up to the date of handing over the possession of the said Unit.

8.2. In the event, the Allottees deducts tax at source ("**TDS**") from the Consideration, the Allottees shall pay the tax deducted to the government and deliver the relevant TDS certificate, relating to each payment as per the provisions of the Income-tax Act, 1961.

8.3. The Allottees hereby also agrees that in the event of any amount by way of premium security deposit or fire cess, betterment charges or development tax, land under construction (LUC) or security deposit for the purpose of obtaining water/ electric/ cable connection for the said Residential Tower or the said Plot or any other purpose in respect of the said Building or any other tax or payment of a similar nature is paid to CIDCO or any other authority or becoming payable by the Promoter, the same shall be reimbursed by the Allottees to Promoter proportionately with respect to the said Unit and in determining such amount, the decision of Promoter shall be conclusive and binding upon the Allottees.

8.4. The Promoter shall not render to the Allottees any separate account of the collection made from him/it towards the outgoings and/or expenses incurred in respect of the said Unit and/or towards maintenance charges as aforesaid, however a consolidated audited account shall be shared by the Apex Body (when formed). The rendition of consolidated account to the Apex Body and settlement of such account shall discharge the Promoter of its responsibility to refund excess, if any, out of such collections made from one or more of the units Allottees and/or recovering deficit, if any, from one or more of them, the unit Allottees as members of the Apex Body shall make up and adjust among themselves their respective accounts. The Allottees shall not make any grievance or take any objection whatsoever to the consolidation of all receipts and expenses in respect of the different units in the other tower/s of the said Project as aforesaid.

8.5. It is agreed between the Promoter and the Allottees that the liability to pay Value Added Tax (VAT), Service Tax, LBT, LUC from the date of commencement of development of the said Plot, Works Contract Tax, Goods & Service Tax etc. and/or any other taxes/imposts/impositions, levied or leviable by the Central and/or State Government or any local, public or statutory bodies or authority on the transactions recorded in this Agreement for Sale and any increases therein including, interest and/or penalty and/or other incidental charges and costs, if any, in respect thereof shall be borne and paid by the Allottees alone and the Promoter shall not be liable or responsible for the same. Accordingly, the Allottees hereby agrees to pay such amount of tax including interest and/or penalty and/or incidental charges and cost if any in respect thereof within 7 (seven) days from the demand made on him/it by the Promoter in writing raising any dispute, contention or objection whatsoever. The Allottees shall indemnify and keep the Promoter fully indemnified in respect of such claims/statutory dues and/or interest and/or penalty and/or other incidental charges and costs, if any, or delayed

payment or non-payment on the part of the Allottees.

8.6. Save and except as provided herein, Promoter shall bear and pay all outgoings and statutory dues including municipal taxes, work contract tax, taxes for land under construction and all the taxes relating to the said Plot, non-agricultural assessment and other assessments and/or dues and/or charges of any sort or in respect of and/or concerning the said Plot and the said Project and the development of the said Plot and the said Project, till Promoter offering the handover of possession of the units to the respective Allottees.

8.7. All taxes, dues, cess, outgoings due and payable in proportion to the said Unit and in the manner as set out hereinabove shall be borne and payable by the Allottees, including any increase thereof from time to time.

8.8. The Allottees shall bear and pay increase in local taxes, water charges, insurance 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 Unit by the Allottees for any purposes other than for purpose for which it is sold.

8.9. The Promoter shall not be liable to pay any maintenance or common expenses in respect of the unsold apartment/s/Units in the said Project. The Promoter shall, however, bear and pay the municipal taxes and dues of CIDCO for the same.

8.10. The Allottees undertake/s to pay increase in taxes, water charges, insurance and such other levies, if any, which are imposed by the CIDCO and/or Government and/or other public authority.

8.11. The Allottees hereby agree/s that in the event of any amount becoming payable by way of levy, development charges or premium to CIDCO or to the State Government or any amount becoming payable by way of betterment charges, development levies, LBT or any other payment of a similar nature or any additional premium to CIDCO on any account or for any reason whatsoever in respect of the said Plot and/or on the premises to be constructed thereon, the same shall be reimbursed by the Allottees to the Promoter in the proportion in which the area of the said Unit shall bear to the total area of all the premises in said Project. That in addition to the cost of the Unit and other statutory charges payable under this Agreement, the Allottees agrees to pay his proportionate share of service tax, GST, VAT and/or any other tax as may be applicable under the relevant Finance Act to the Promoter on or before taking possession of the said Unit or thereafter. The Allottees agrees to execute a separate undertaking to this effect.

8.12. So long as each Unit in the Residential Tower shall not be separately assessed the

Allottees shall pay such proportionate part of the assessment in respect of the entire Project as may be provisionally determined by the Promoter or the co-operative society or condominium or the limited company or the legal body as the case may be whose decision shall be final upon the Allottees.

8.13. Payment of Other Charges

8.13.1. The Allottees shall on demand pay to the Promoter the following amounts: -

Sr. No.	Particulars	Rupees
1.	Share Money, Application Entrance Fee	1,000/-
2.	Legal Cost for Conveyance Deed	1,00,000/-
3.	Society Formation and registration	20,000/-
4.	Maintenance Charges	24 Months Advance

8.13.2. It is clarified that the above amount are purely estimates and the Promoter reserves the right to demand additional amounts from the Allottees in case the actual expenses for any of the particular heads mentioned above exceed the estimated amount mentioned above for that specific head.

8.13.3. It is further clarified between the Parties that for smooth upkeep and maintenance of the Residential Tower, the Promoter would be entering into service contracts with maintenance agencies till formation of Apex Body(ies)/ Common Organisation, therefore, if the contract with such maintenance agency is on-going despite of formation of Apex Body(ies)/ Common Organisation, the Allottees and such Apex Body(ies)/ Common Organisation shall not be entitled to terminate the same unless there is a breach of terms contained therein and the Allottees shall continue paying the outgoing(s) as applicable from time to time with respect to the said Unit.

8.13.4. The Promoter shall maintain a separate account in respect of sums to be received by the Promoter from the Allottees as provided in Clause 8.13 above and shall utilize the amounts only for the purposes for which they have been received.

9. **AREA OF THE UNIT**

9.1. The Carpet Area of the said Unit which is proposed to be constructed in the Residential Tower in the said Project is approximate **114.85** sq. mtrs., however the actual Carpet Area of the Unit may vary up to 3% due to design and construction exigencies and therefore, the Promoter shall confirm the final Carpet Area of the Unit that has been allotted to the Allottees after the construction of the said Residential Tower is complete and the part occupancy

certificate 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. In the event of there being difference of more than 3% between the actual Carpet Area of the said Unit from the Carpet Area as mentioned herein at the time of the offering the possession of the said Unit, then the Consideration shall be either proportionately reduced or increased accordingly (without interest thereon). The Allottees agrees to pay the differential amounts, if the area is increased beyond 3% within 45 (forty-five) days of such demand being made by the Promoter. If there is any reduction in the Carpet Area within the defined limit, then Promoter shall refund the excess money (without any interest) paid by Allottees within 45 (forty-five) days from such demand being made by the Allottees. If there is any increase in the Carpet Area of the said Unit allotted to Allottees, the Promoter shall demand additional amount from the Allottees as per the next milestone of the Payment Plan or thereafter as the case may be and the Allottees shall pay such additional amounts within a period of 45 (forty-five) days from the date of such demand being made by the Promoter. However, it is expressly clarified that no adjustment will be made to the Consideration if the difference between the actual Carpet Area of the said Unit and the Carpet Area as mentioned herein is less than or equal to 3%.

10. PROPOSED FSI OF THE PROJECT AND THE ADDITIONAL FSI

10.1. The Promoter hereby declares that the Total Floor Space Index available as on date in respect of the said Plot is 44886 square meters and Promoter has planned to utilize additional FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the UDCPR from time to time or based on expectation of increased FSI which may be available in future on modification to UDCPR, which is applicable to the said Project and/or the Entire Project.

10.2. The Promoter has disclosed to the Allottees that at present the Total Approved Floor Space Index of 44826 ("**Total Approved FSI**") is proposed to be utilized by it on the said Plot in the said Project and Allottees has agreed to purchase the said Unit based on the proposed construction of the Building and thereupon sale of other units/ apartments to be carried out by the Promoter by utilizing the Total Approved FSI and on the understanding that the declared Total Approved FSI shall belong to Promoter only.

10.3. It is specifically agreed between the Parties that:

10.3.1. the entire increased, additional, future and extra F.S.I. (either purchased from the third parties and/ or the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of TDR and/or floating FSI which may be acquired by the Promoter, before the formation of a Apex Body and even post formation of the Apex Body and even after the execution of the Lease Deed in favour of the said Apex Body/Co-operative Housing Association/Organization/Federation (as the case may be) and till the completion of the entire

development of the said Plot, shall vest with the Promoter.

10.3.2. the Allottees has been made aware that the Promoter shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the said Plot and Layout and/or building plans and/or floor plans relating thereto, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Promoter may deem fit in their discretion and/or to the sanctioned plans (from time to time) before the formation of separate Apex Body(s) for the Allottees of the units/ apartments in the Residential Tower and Commercial Tower of the said Project and even post formation of Apex Body /Co-operative Housing Association/Organization/Federation (as the case may be) and even after the execution of the Lease Deed in favour of Apex Body and till the development is on-going in phase on the said Plot or otherwise the Allottees expressly irrevocably consents to the same.

10.3.3. If the Floor Space Index, by whatever name or form is increased (a) in respect of the said Plot and/or additional construction (i.e. more than what is envisaged at present) is possible on the said Project/ said plot (b) on account of TDR (or in any other similar manner) available for being utilized or otherwise, then in such event, the Promoter shall be entitled to construct such additional floors, wing/s, building/s as per the revised building/s plans and for the aforesaid purpose the Promoter shall always have the right and be entitled to purchase and acquire further TDR from the market and consume the same on the said Plot (or any part thereof) and construct additional floors, make alterations and deal with the same in the manner the Promoter deems fit and proper and the Allottees expressly irrevocably consents to the same.

10.4. The Allottees irrevocable consent as stated in clause 10 sub-clause (10.3.2) and (10.3.3) respectively are consents contemplated under the provisions of the Real Estate Act, Maharashtra Regional Town Planning Act, 1966 and UDCPR.

10.5. The rights retained by Promoter under this Agreement in terms of exploitation of the present and future development rights with respect to the said Plot and shall continue even after the execution of the Lease Deed in favour of Apex Body/Co-operative Housing Association/Organization/Federation (as the case may be)and the same shall be reserved therein in terms of covenant and undertaking of the Apex Body to Promoter.

10.6. The Promoter shall construct and complete the said Residential Tower in accordance with approvals, plans, designs and specifications sanctioned by the CIDCO and/or any other relevant authority with such variations, additions, alterations and/or modifications as the Promoter may consider necessary (from time to time) or expedient or as may be required by any public or local bodies or authorities or government or due to planning constraints or otherwise to be made.

10.7. Notwithstanding anything, if there is any increase in F.S.I. or any other benefits, then such increased F.S.I. or such benefits shall go to the Promoter till the lease/conveyance of the said Plot in favour of Apex Body/Co-operative Housing Association/Organization/Federation (as the case may be) and the Allottees hereby irrevocably agrees and confirm that the Allottees shall not in any manner directly or indirectly through the Apex Body raise any objections against the Promoter for utilizing such increased F.S.I. and/or using/appropriating such benefits to itself.

11. HANDOVER OF POSSESSION OF THE SAID UNIT

11.1. The Agreement on the part of the Allottees to acquire the said Unit does not grant him/it any right to interfere with the remaining part of the development of the said Project or the balance area of the said Plot, and the Allottees shall restrict her/his/its claim and right only to the said Unit agreed to be acquired by her/him/it as aforesaid and will not raise any objection to the further development of the said Plot which is not the subject matter of this Agreement.

11.2. The Promoter may complete any part, portion or any floor of the said Residential Tower and obtain part occupation certificate and give possession of the said Unit to the Allottees hereof and the Allottees shall not be entitled to raise any objection thereto. If the Allottees takes possession of the said Unit in such part completed Residential Tower, part or portion or floor, the Promoter or its agents or contractors shall carry on the remaining work with the Allottees occupying the said Unit. The Allottees shall not object to, protest or in any way obstruct in the execution of such work even though the same may cause any nuisance or disturbance to him/it.

11.3. The Promoter shall offer possession of the Unit to the Allottees after obtaining part occupancy certificate on or before **30th day of June, 2027** plus a moratorium/grace period of 6 months ("**Delivery Date**") and shall deliver the specific Common Areas and Facilities pertaining to the Residential Tower on or before **30th day of December 2027**, subject to the Allottees being in compliance of all its obligations under this Agreement including timely payments of amounts. Provided however that the Delivery Date and date of operations of the Common Areas and Facilities shall stand extended if the completion of Residential Tower in which the Unit is to be situated is delayed on account of:

11.3.1. Non-availability of steel, cement, other building material, water or electric supply; and/or

11.3.2. War, civil commotion or any terrorist attack/ threat; and/or

11.3.3. Any notice, order, rule, notification of the Government and/or other public or local or competent authority and/or any other change in law; and/or

11.3.4. Any strike, lock-out, lockdown imposed by State/ Central Governments, occurrence of

epidemic and/ or pandemic, bandh or other like cause; and/or

11.3.5. Act of God which includes earthquake, cyclone, tsunami, flooding and any other natural disaster or unforeseen naturally accruing event; and/or

11.3.6. Any change in law and/or changes in the policies of the Government from time to time; and/or

11.3.7. Any event beyond the reasonable control of the Promoter; and/or

11.3.8. Any restrain and/or injunction and/or prohibition order of Court and/or any other judicial or quasi-judicial authority and/or any statutory authority; and/or

11.3.9. Any force majeure or vis majeure of procedural delay in obtaining the amended plan, further Commencement Certificate, Occupation Certificate (part/ full), the Building Completion Certificate from the concerned authorities or for any other reason (not limited to the reasons mentioned above) beyond the control of or unforeseen by the Promoter which may restrict, interrupt or interfere with or delay the construction of the said Project on the said Plot; and/or

11.3.10. Any delay/default by the Allottees in paying amounts when due and payable under this Agreement; or

11.3.11. Any change or modification in UDCP and/or other laws as applicable to construction/ development of the said Plot which may cause the Promoter to amend/modify the sanctioned/approved Plans for the said Project or further amend the layout plans or otherwise.

In any of the above case, the Delivery Date shall be extended to the extent of the loss of time. However, under no circumstances shall the Allottees be entitled to obtain possession of the said Unit without first paying to the Promoter all the amounts, including interest if any, due under this Agreement, deposit of maintenance and property tax including interest, if any, due thereon. GST, Service tax and any other taxes/charges (statutory or otherwise, current or future), if applicable, shall be borne and paid by the Allottees alone.

11.4. Further, in the event the Promoter is unable to offer possession of the Unit on or before the Delivery Date for any reasons other than those set out in the foregoing and subject to reasonable extension of time, then on demand in writing by the Allottees, the Promoter shall refund the amounts received from the Allottees along with applicable Interest from the date of payment of such amount till refund thereof. Post such refund by the Promoter to the Allottees, the Allottees agree(s) and acknowledge(s) that the Allottees shall not have any right, title interest in the Unit, and the Promoter shall be entitled to deal with the same at its sole discretion. If required by the Promoter and at the cost of Promoter, the Allottees shall forthwith make himself/ itself available for execution and/ or registration of the Cancellation Deed/ Agreement for the Unit and Car Park in this regard.

11.5. Manner of taking possession –

11.5.1. The Allottees shall take possession of the Unit within 15 (fifteen) days from the date Promoter offering possession of the Unit, by executing necessary documents, indemnities, declarations, and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit to the Allottees. Upon receiving possession of the Unit or expiry of the said 15 days from offering of the possession (“**Possession Date**”), the Allottees shall be deemed to have accepted the Unit, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Promoter, with respect to any item of work alleged not to have been carried out or completed. The Allottees expressly understands that from such date, the risk and ownership to the Unit shall pass and be deemed to have passed to the Allottees.

11.5.2. The Allottees hereby agree/s that in case the Allottees fail/s to respond and/or neglects to take possession of the Unit within the time stipulated by the Promoter, then the Allottees shall in addition to the above, pay to the Promoter holding charges at the rate of Rs. 110/- (Rupees One Hundred and Ten Only) per month per square meter of the Total Area of the Unit (“**Holding Charges**”) and applicable maintenance charges, electricity charges, society charges, property tax, non-occupancy charges etc. towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility, and cost of the Allottees in relation to its deterioration in physical condition.

11.5.3. It is hereby agreed between the Parties that upon receipt of part/ full occupation certificate for the said Unit, the Allottees shall not be entitled to terminate this Agreement. Further, in case the Allottees fail/s to respond and/or neglect/s to take possession of the Unit within the aforementioned time as stipulated by the Promoter, then the Promoter shall also be entitled along with other rights and remedies available under this Agreement, to forfeit/claim the entire Consideration towards the Unit and Car Park along with interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Allottees further agree/s and acknowledge/s that the Promoter’s obligation of delivering possession of the Unit shall come to an end on the expiry of the time as stipulated by the Promoter and that subsequent to the same, the Promoter shall not be responsible and/or liable for any obligation towards the Allottees for the possession of the Unit.

11.6. Outgoings -

11.6.1. From the Delivery Date, the Allottees shall be liable to bear and pay the proportionate share of outgoings in respect of the Plot and Building/Wing namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the Plot and tower/building/s.

11.6.2. Until the assignment of lease of the structure of the Building(s)/Wing(s)/ Tower(s) to the common Apex Body/Co-operative Housing Association/Organization/Federation (as the case may be), the Allottees shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Allottees further agrees that till the Allottees share is so determined, the Allottees shall pay to the Promoter provisional monthly contribution as determined by the Promoter from time to time. The amounts so paid by the Allottees to the Promoter shall not carry any interest and remain with the Promoter until a lease/ assignment in favour of Apex Body/Co-operative Housing Association/Organization/Federation (as the case may be)as aforesaid. On such lease/ assignment being executed the balance amount of deposits shall be paid over by the Promoter to the Apex Body/Co-operative Housing Association/Organization/Federation (as the case may be).

11.6.3. In case the transaction being executed by this Agreement between the Promoter and the Allottees is facilitated by a registered real estate agent/channel partner/broker, all amounts (including taxes) agreed as payable remuneration/fees/charge for services/commission/brokerage to the registered real estate agent/channel partner/broker, shall be paid by the Promoter/ Allottees /both, as the case may be, in accordance with the agreed terms of payment.

12. DEFECT LIABILITY

12.1. If within a period of 5 (five) years from the date of handing over the Unit to the Allottees, the Allottees brings to the notice of the Promoter any structural defect in the Unit or the Residential Tower in which the Unit is situated or any structural defects on account of workmanship, quality or provision of service, then, wherever possible if such defects (excluding reasonable wear and tear by usage of the said Unit and/or the said Building) or unauthorized change is in the opinion of the architect appointed by the Promoter, solely attributable to the Promoter, such defects or unauthorized changes shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Allottees shall be entitled to receive from the Promoter reasonable compensation for such defect in the manner as provided under the Real Estate Act, 2016 and rules thereunder. 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 or unauthorized change to said Unit or the Residential Tower in the Project and such decision shall not be disputed by the Parties on any grounds whatsoever.

12.2. After the Delivery Date, any unauthorized additions or alterations in the said Unit is carried out by the Allottees then the Promoter shall not be liable for the aforesaid defect liability with respect to such Unit. Further, if such unauthorized additions or alterations is required to be removed at the request of the Government, local authority or any other statutory authority,

the same shall be carried out by the Allottees at his/her/their own costs and consequences and the Promoter shall not be in any manner liable or responsible for the same.

13. VARIATIONS AND CONSENT

13.1. By executing this Agreement, the Allottees has/have accorded his/her/their consent as required under Section 9 of Maharashtra Ownership Flats (Regulation of promotion, Sale, Management and Transfer) Act, 1963 whereby the Promoter will be entitled to mortgage or create charge on any unit/apartment which is not hereby agreed to be sold by the Promoter and continue to be the property of the Promoter but the Promoter hereby undertake to repay the loan if so taken with the entire interest and foreclose the mortgage and/or remove the charge within the reasonable time.

13.2. By executing this Agreement, the Allottees has/have accorded his/her/their consent (as may be required under the Real Estate Act and the RERA Rules thereunder) whereby the Promoter will be entitled to make such alterations in the structures in respect of the said Unit (which does not adversely affect the said Allottees) agreed to be purchased/acquired by the Allottees and/or in the said Residential Tower as may be necessary and expedient in the opinion of their Architect/ Engineer provided that such alterations/modifications are approved by the planning authority.

13.3. In accordance with the building plans, 'designs and specifications presently approved and sanctioned by the Corporation and other concerned public bodies/authorities and which have been inspected and approved by the Allottees with such variations, modifications and alterations as the Promoter may consider subject to certain changes for reasons beyond the control of the Promoter or the Architects may consider necessary or expedient and/or as may be required by the concerned local authorities or the Government to be made in them or any of them from time to time.

13.4. So long as the area of the said Unit (agreed to be acquired by the Allottees from the Promoter) is not altered, the Promoter shall be at liberty and is hereby expressly permitted to make variations in the Layout or building plans for development of the said Property and/or varying the location of the access of the said Residential Tower as the Promoter may consider feasible, convenient or advisable. The Allottees hereby irrevocably consents to all such variations and changes and shall not at any time raise any objection, dispute or contention whatsoever in that behalf.

13.5. The Allottees hereby also accords his/her/their consent (as required under the Real Estate Act and RERA Rules thereunder and/or other applicable laws) to the making of such

variations, alterations and modifications in respect of any portion of the said Residential Tower as may be required to be done by the Corporation or any other public authority. Provided that, the Promoter shall have to obtain prior consent in writing of the Allottees in respect of such variations or modifications, which may adversely affect the said Unit hereby agreed to be sold to the Allottees in its area or location.

14. FORMATION OF ASSOCIATION/ APEX BODY

14.1. The Promoter shall at its discretion, as prescribed under the Relevant Laws,

14.1.1. get the present association entity i.e. the said Company dissolved;

14.1.2. form association of the purchasers of Unit(s)/premises/units in the Project (being either a co-operative society/condominium/limited company or combination of them), as it may deem fit and proper in respect of each of the Building comprised in Entire Project known by such name as the Promoter may decide, within a period of 5 (five) years from the date of completion of the development of the Entire Project to which the Allottees hereby agrees and grants an irrevocable and unconditional consent and no objection.

14.1.3. form an apex organization (being either a co-operative society/condominium/limited company or combination of them) ("**Apex Body**") for the entire development or separate apex association/ Apex Body/ Apex Bodies (being either a co-operative society/condominium/limited company or combination of them) ("**Apex Bodies**") for each of residential wings and commercial wing, as the Promoter may deem fit, for the purposes of effective maintenance and management of the entire Project including for common areas and amenities of the Project at such time and in such a manner as the Promoter may deem fit to be known by such name as the Promoter may decide, within a period of 5 (five) years from the date of completion of the development of the Entire Project to which the Allottees hereby agrees and grants an irrevocable and unconditional consent and no objection .

14.1.4. Form a co-operative housing association/federation of societies (as the case may be) (the "**Common Organization**"), in the event if there are more than one apex body formed for the said Building and the Allottees agrees that in such even the lease of the said Plot together with the Building structure would be transferred/assigned/conveyed to the said Common Organization.

14.2. The Allottees agree(s) and undertake(s), to sign and execute all applications and other papers and documents, including but not limited to the bye-laws/memorandum and articles of association / Apex Body / Apex Bodies/Common Organization drafted/ adopted by the Promoter for the association/society/, necessary for the formation and registration of the

association / Apex Body / Apex bodies/Common Organization within 10 (ten) days from intimation by the Promoter. The Allottees agree(s) not to object to any changes/amendments made by the Promoter in the draft/model bye-laws/memorandum and articles of association / Apex Body //Common Organization/ Apex Bodies for the association. The Allottees shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Promoter and the other purchasers of Unit(s)/premises/units in the Building. The Allottees shall be bound by the rules, regulations and bye-laws/memorandum and articles of association / Apex Body //Common Organization/ Apex Bodies and the terms and conditions contained in the Indenture. No objection shall be raised by the Allottees, if any changes or modifications are made in the draft bye-law of the association / Apex Body /Common Organization /Apex Bodies by the Promoter as the case may be or as may be required by the Registrar of Cooperative Societies or any other competent authority. The Allottees hereby authorize(s) the Promoter to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose. Any delays in signing and handing over of documents by the Allottees to the Promoter shall not constitute default of the Promoter and the prescribed time period shall stand extended accordingly.

14.3. The Promoter may become a member of the association / Apex Body /Common Organization / Apex Bodies to the extent of all unsold and/or unallotted apartment(s)/Unit(s)/premises/units, areas and spaces in the Building.

14.4. All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such deed of assignment/transfer shall be borne and paid by all purchasers of apartments/Units/premises/units in the towers/building/s/ wing/s in the same proportion as the total area of the apartments/Units/premises/units bears to the total area of all the apartment(s)/Unit(s)/premises/units in the said building/s / wing/s.

15. CONVEYANCE/ LEASE OF THE SAID PLOT AND BUILDING

15.1. The Allottees hereby acknowledge(s) and agree(s) that the Plot is a part of a layout development, which shall be in accordance with the timelines stipulated under the Relevant Laws subject to the terms specifically agreed herein. The Promoter shall convey its title in respect of the Plot by causing CIDCO to execute and register separate lease deed(s) to the association/ Apex Body / Apex Bodies/ Common Organization (as case may be) within such period as the Promoter may deem fit, however such conveyance shall not be later than 5 (five) years from date of the completion of the entire development of the said Plot by utilizing the entire FSI/ TDR that may be permitted to be utilized therein in accordance with UDCPR that may be in force from time to time and sale of all the Units/premises / commercial office / units in the said Building and receipt of the entire consideration in respect thereof. The Allottees hereby agree(s) that he/she/it has understood the provisions of this clause and hereby gives

his/her/its unequivocal consent for the same. The Allottees hereby agree(s) and confirm(s) that till assignment of lease/ conveyance of the buildings and underlying Plot to the association or Apex Body / Apex Bodies (as the case may be), the Allottees shall continue to pay all the outgoings as imposed by NMMC and / or concerned authorities and proportionate charges to the Promoter from time to time. The Company hereby agrees and confirms the above understanding and hereby gives its no objection and agrees to execute and/ or register such documents/ writings as may be required from time to time by the Promoter.

15.2. As required by the Tata Power Company Limited or Adani Electricity or Maharashtra State Electricity Distribution Company Limited or other similar bodies, a Sub-station room shall be provided to them on the said Plot and the Promoter shall execute a Deed of Conveyance/ Lease with such undertakings or similar bodies in this connection as may be required. The Allottees shall not raise any objection and/or obstruction towards the putting up and construction of the electric sub-station room and its structure and allied constructions, pipes and boxes for electric meters and other matters in this connection and shall extend all cooperation and assistance as may, from time to time, be necessary in this respect as per the rules and requirements of such electrical undertakings or similar bodies.

16. PROJECT NAME

16.1. The said Project shall always be known as “**AYKON**”. However, the names of the individual towers shall be determined by the Promoter at its sole discretion and the Allottees agrees to the same. The name of the Apex Body/ Apex Bodies/ Common Organization to be formed shall be solely decided by the Promoter, but the Project name shall not be changed. The Allottees undertakes to bear their share of cost involved in the execution of the said transfer/assignment. Provided it does not in any-way affect or prejudice the rights of the Allottees in respect of the said Unit, the Promoter shall be at liberty to sell, assign, transfer or otherwise deal with their rights and interest in the said Plot and in the Building to be constructed thereon.

17. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

17.1. The Promoter hereby represents and warrants to the Allottees to the best of its knowledge as on date as follows:

17.1.1. The Promoter has clear title with respect to the Plot; as set out in the Legal Title Report annexed to this Agreement and has the requisite rights to carry out re-development upon the Plot;

17.1.2. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out re-development of the Project and shall obtain requisite approvals as and when

required for development of the Project;

17.1.3. There are no encumbrances upon the Unit or the Project except those disclosed in the Legal Title Report as on date mentioned therein, if any;

17.1.4. There are no litigations pending before any Court of law with respect to the Plot or Project except those disclosed in the title report and the RERA website;

17.1.5. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Plot and said Residential Tower 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, Plot and said Residential Tower shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with the Relevant Laws in relation to the Project, Plot, Residential Tower and common areas;

17.1.6. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottees created herein, may prejudicially be affected;

17.1.7. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the Plot, including the Project and the Unit which will, in any manner, adversely affects the rights of Allottees under this Agreement;

17.1.8. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Unit to the Allottees in the manner contemplated in this Agreement;

17.1.9. At the time of execution of the conveyance/ lease deed of the structure to the association of purchasers, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the purchasers;

17.1.10. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities;

17.1.11. 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 Plot) has been received or served upon the Promoter in respect of the Plot and/or the Project except those disclosed in the title report.

18. REPRESENTATIONS BY THIRD PARTIES

18.1. The Allottees acknowledge(s), agree(s) and undertake(s) that the Allottees shall neither hold the Promoter or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Allottees nor make any claims/demands on the Promoter or any of its sister concerns/ affiliates with respect thereto.

19. TRANSFER

19.1. Only after receipt of (i) payment of minimum 50 percent of the Unit Consideration by the Allottees and (ii) a term of 1 (one) year (i.e. 12 months) has elapsed from the date of this Agreement, whichever is later, the Allottees may transfer his rights, title and interest in the Unit under this Agreement to any third person / entity after obtaining prior written consent of the Promoter. Any such transfer by the Allottees shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/ governmental directions, the Allottees submitting documentary proof as may be required by the Promoter, payment of the monies due and payable by the Allottees under this Agreement and payment of applicable transfer / administrative fee of Rs.100/- (Rupees Hundred only) per square meter plus taxes as applicable on the Total Area of the Unit to the Promoter. Further, the Promoter reserves the right to allow such transfer at its sole discretion.

20. OBLIGATIONS, COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEES

20.1. The Allottees or himself/ themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants, represents with the Promoter as follows: -

20.1.1. To maintain the Unit at the Allottees own cost in good and tenantable repair and condition from the date of possession of the Unit is taken and shall not do or suffer to be done anything in or to the tower/building in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the tower/building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.

20.1.2. Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the tower/building in which the Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the tower/building in which the Unit is situated, including entrances of the tower/building in which the Unit is

situated and in case any damage is caused to the tower/building in which the Unit is situated or the Unit on account of negligence or default of the Allottees in this behalf, the Allottees shall be liable for the consequences of the breach.

20.1.3. To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottees and shall not do or suffer to be done anything in or to the tower/building in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottees committing any act in contravention of the above provision, the Allottees shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

20.1.4. Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the tower/building in which the Unit is situated nor shall demand partition of the Allottees interest in the Unit and shall keep the portion, sewers, drains and pipes in the Unit 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 tower/building in which the Unit 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 Unit without the prior written permission of the Promoter and/or the Apex Body.

20.1.5. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Plot and the tower/building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

20.1.6. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the Plot and the tower/building in which the Unit is situated.

20.1.7. That the dry and wet garbage shall be separated and the wet garbage generated in the building/ Tower shall be treated separately on the Plot by the residents/occupants of the Tower in the jurisdiction of Navi Mumbai Municipal Corporation.

20.1.8. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the tower/building in which the Unit is situated.

20.1.9. To bear and pay increase in local taxes, water charges, insurance 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 Unit by the Allottees for any purposes other than for the purpose for which it is sold.

20.1.10. Not cause any nuisance, hindrance, disturbance and annoyance to other purchasers of Unit(s)/premises/units in the Tower/Building or other occupants or users of the Tower, or visitors to the Tower, and also occupiers of any adjacent, contiguous or adjoining properties.

20.1.11. Permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Unit or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Allottees.

20.1.12. Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the Unit in the Tower, without the prior written permission of the Promoter/Apex Body/concerned authorities.

20.1.13. After possession of the Unit is handed over the Allottees, the Allottees may insure the Unit from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Promoter shall not be responsible for any loss/damage suffered thereafter.

20.1.14. The Allottees and/or the Promoter shall present this Agreement as well as the conveyance and/ or any other document as may be required, in accordance with the provisions of the Registration Act, 1908.

20.1.15. Subject to Clause 19 above, the Allottees shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Allottees to the Promoter under this Agreement are fully paid up.

20.1.16. The Allottees shall observe and perform all the rules and regulations which the society or the limited company or Apex Body /Common Organization/Apex Body(ies) (as the case may be) 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 tower/building and the Units therein and for the observance and performance of the Tower rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottees shall also observe and perform all the stipulations and conditions

laid down by the society/limited company/Apex Body/federation regarding the occupancy and use of the Unit in the Tower and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

20.1.17. Till a conveyance of the structure of the tower/building in which Unit is situated is executed in favour of Apex Body/ Common Organization/Apex Body(ies) (as the case may be), the Allottees 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 towers or any part thereof to view and examine the state and condition thereof.

20.1.18. Usage of Unit Areas & Car Parks by Allottees: The Allottees agree(s) to use the Unit or any part thereof or permit the same to be used only for the purpose of residential only. The Allottees further agree(s) to use the Car Park only for the purpose of keeping or parking car.

20.1.19. The Allottees hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample Unit / mock Unit and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specification and/or services or cannot be construed as the same. The Allottees has/have not relied on the same for his/her/their/its decision to acquire the Unit in the Plot and also acknowledges that the Allottees has/have seen all the sanctioned layout plans and the time schedule of completion of the Project.

20.1.20. The Allottees undertakes that the Allottees has/have taken the decision to purchase the Unit in the Plot out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottees by the Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.

20.1.21. Save and except the information/ disclosure contained herein the Allottees confirm/s and undertake/s not to make any claim against Promoter or seek cancellation of the Unit or refund of the monies paid by the Allottees by reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel.

20.1.22. The Allottees agrees and undertakes that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or

taken in respect of the Unit and/or Car Park(s) by concerned authorities due to non-payment by the Allottees or any other Unit purchaser of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.

20.1.23. To comply with all the terms and conditions as mentioned in this Agreement including but not limited to payment of all such amounts within the timelines stipulated under Clause 7.3 of this Agreement or as and when demanded by the Promoter.

21. RIGHTS OF THE PROMOTER

21.1. Promoter's obligation for obtaining part/ full occupation certificate (OC)/ completion certificate (CC). - The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Plans or thereafter and shall, before offering possession of the Unit to the Allottees, obtain from the concerned local authority part/ full occupancy and /or completion certificates in respect of the Unit.

21.2. Hoarding rights. - The Allottees hereby consents that the Promoter may and shall always continue to have the right to place/erect hoarding/s on the Plot, of such nature and in such form as the Promoter may deem fit and the Promoter shall deal with such hoarding spaces as its sole discretion until conveyance to the association / Apex Body / Apex Bodies and the Allottees agree/s not to dispute or object to the same. The Promoter shall not be liable to pay any fees / charges to the association / Apex Body / Apex Bodies for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Promoter and/or by the transferee (if any).

21.3. Retention. - Subject to, and to the extent permissible under the Relevant Laws, the Promoter may, either by itself and/or its nominees/associates/affiliates also retain some portion / units/ flats in the Project which may be subject to different terms of use, including as a corporate apartment/ flat/ showroom.

21.4. Unsold units. -

(i) All unsold and/or unallotted flat(s)/premises/units, areas and spaces in the Building / Project, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building / Plot shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold and/or unallotted apartment(s)/flat(s)/premises/units and shall be entitled to enter upon the Plot and the Building to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoter may deem necessary.

(ii) The Promoter shall without any reference to the Allottees, association / Apex Body / Apex Bodies, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted apartment(s)/flat(s)/premises/units and spaces therein, as it deems fit. The Promoter shall be entitled to enter in separate agreements with the purchasers of different flat(s)/premises/units in the Building on terms and conditions decided by the Promoter in its sole discretion and shall without any delay or demur enroll the new Allottees as member/s of the association / Apex Body / Common Organization/Apex Body(ies) (as the case may be). The Allottees and / or the association / Apex Body / Common Organization/Apex Body(ies) (as the case may be) shall not claim any reduction in the Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Promoter shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the association / Apex Body/ Common Organization/Apex Body(ies) (as the case may be).

21.5. Additional Construction. – The Allottees hereby consents that the Promoter shall be entitled to construct any additional area/structures in the Project as the Promoter may deem fit and proper and the Promoter shall, at its sole discretion, deal with and/or dispose of the same without any reference to the Allottees and/or the association / Apex Body/ Common Organization/Apex Body(ies) (as the case may be), upon its formation/registration, as the case may be, in accordance with the terms of the Relevant Laws and the Allottees agrees not to dispute or object to the same. The right hereby reserved shall be available to the Promoter until the complete optimization of the Layout.

21.6. Mortgage & Security. – The Promoter if it so desires shall be entitled to create security on the Plot together with the tower/s being constructed thereon (including the Residential Tower) by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the Unit allotted hereunder. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Unit, provided the Promoter shall be the principal debtor and it shall be the sole responsibility of the Promoter to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/transfer of the Plot (or any part thereof) and building/s constructed thereon in favour of the association / Apex Body/ Common Organization/Apex Body(ies) (as the case may be) in accordance with Clause 14 above. The Allottees and the Company hereby gives express consent to the Promoter to raise such financial facilities against security of the Plot together with the building(s) being constructed thereon (including the Residential Tower) and mortgage the same with banks/financial institutions as aforesaid, save and except the Unit agreed to be transferred hereunder and, on the terms, contained in the Development Agreement.

22. DEFAULT AND REMEDIES

22.1. It is hereby agreed by the Parties that the time for payment of each of the aforesaid Instalments of the Consideration set out above shall be the essence of the contract. Save as provided herein, in the event the Allottees commits default in payment on the due date of any amount due and payable by the Allottees to Promoter under this Agreement (including proportionate share of taxes levied by the concerned local authority and other outgoings), for more than 45 (forty five) days and/or commits breach of any of the terms and conditions of this Agreement, the Promoter shall be entitled at its discretion to terminate this Agreement PROVIDED ALWAYS the Promoter has given to the Allottees 15 (fifteen) days' prior written notice to rectify the default by making payment and / or breach of any of the terms of Agreement. In the event the Allottees fails to rectify and/or remedy the breach within the cure period then the Promoter shall be entitled to terminate this Agreement.

22.2. Upon termination of this Agreement as stated above, without prejudice to the other rights and remedies of Promoter in law, equity and under this Agreement, the rights (if any) of the Allottees under this Agreement and/or in respect of the said Unit stand extinguished and Promoter shall be entitled to (i) deal with, re-sell and/or dispose of the said Unit in the manner as Promoter may deem fit without any reference or recourse to the Allottees; and (ii) Promoter shall be entitled to forfeit either (a) 5% of the Consideration plus brokerage fees and all other outgoings including GST, Stamp Duty, Registration Charges etc. and/or expenses incurred by Promoter on behalf of the Allottees in relation to the said Unit and transaction contemplated herein or (b) the actual loss incurred by Promoter on the resale and/or disposal off the said Unit to a third party Allottees; whichever is more and thereupon to refund to the Allottees the balance amount (if any).

22.3. If the Promoter fails to offer possession of the Unit to the Allottees within the Delivery Date subject to force majeure events, the Promoter agrees to pay to the Allottees, who does not intend to withdraw from the Project, interest as specified in the RERA Rules, on all the amounts paid by the Allottees, for every month of delay, till the handing over of the possession. The Allottees agrees to pay to the Promoter, interest as specified in the Rules, on all the delayed payment which become due and payable by the Allottees to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottees(s) to the Promoter.

22.4. Without prejudice to the rights of Promoter to charge interest in terms hereof, on the Allottees committing default in payment on due date of any amount due and payable by the Allottees to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottees committing any three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the

Allottees, by Registered Post AD at the address provided by the Allottees and mail at the e-mail address provided by the Allottees, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottees fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottees (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter as per the terms herein) within a period of thirty days of the termination simultaneously with the execution of the necessary deeds, document and writings, if any required by Promoter, in respect of such cancellation, the instalments of sale consideration of the Unit which may till then have been paid by the Allottees to the Promoter.

23. LOAN, FINANCE AND MORTGAGE/CHARGE

23.1. After the Promoter executes this Agreement, he/it shall not mortgage or create a charge on the said Unit 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 Allottees who has taken or agreed to take such Unit.

23.2. The Allottees and Company hereby agrees and consents that the Promoter shall have the right to raise construction finance loan from any financial institution/bank and create a mortgage/charge in respect of the Project subject to the said Unit being free from any encumbrance at the time of handing over the possession of the said Unit in the manner contained herein and the Development Agreement.

23.3. The Promoter shall, in respect of any amount remaining unpaid by the Allottees to the Promoter under the terms and conditions of this Agreement, have first lien and charge on the said Unit as long as the same shall remain unpaid.

23.4. The Allottees shall be entitled to mortgage the said Unit in Favour of any bank or financial institution for the purpose of securing loan to acquire the said Unit after the Allottees intimates in writing to the Promoter and obtains prior consent in that behalf from the Promoter.

23.5. It is agreed that the Allottees shall be entitled to avail loan from a Bank and to mortgage the said Unit by way of security for repayment of the said loan to such Bank only with the prior written consent of the Promoter (as the case may be for their respective area share). The Promoter will grant their No Objection, whereby the Promoter will express it's No Objection to the Allottees availing of such loan from the Bank and mortgaging the said Unit with such Bank, provided however, the Promoter shall not incur any liability/obligation for repayment of the monies so borrowed by the Allottees and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of such Bank in respect of the said Unit of the Allottees shall not in any manner jeopardize the Promoter's right to

receive full consideration and other charges and such mortgage in favour of such Bank shall be subject to Promoter's first lien and charge on the said Unit in respect of the unpaid amounts payable by the Allottees to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the Bank undertaking to make payment of the balance purchase price of the said Unit out of the said Unit Consideration directly to the Promoter as per the schedule of payment of the Consideration provided in Clause 7.3 above of this Agreement and such confirmation letter shall be mutually acceptable to the parties hereto and to the said Bank.

24. ADDITIONAL TERMS

24.1. The Promoter and the Allottees also agree to the following: -

24.1.1. The Allottees shall be permitted/allowed to commence interior works in the said Unit only upon obtaining the Occupation Certificate/Part Occupation Certificate and after making all payments as per this Agreement. Prior to carrying out the interior works in the said Unit, the Allottees shall give to Promoter, in writing, the details of the nature of interior works to be carried out;

24.1.2. Promoter shall be entitled to inspect all interior works carried out by the Allottees. In the event Promoter finds that the nature of interior work being executed by the Allottees is harmful to the said Unit or to the structure, facade and/or elevation of the said Project/ Residential Tower then, Promoter can require the Allottees to stop such interior work and the Allottees shall stop such interior work at once, without raising any dispute;

24.1.3. The Allottees will ensure that the debris from the interior works shall be dumped in an area earmarked for the same and will be cleared by the Allottees, on a daily basis, at no cost to Promoter and no nuisance or annoyance to the other Allottees. All costs and consequences in this regard will be to the account of the Allottees;

24.1.4. The Allottees will further ensure that the contractors and workers (whether engaged by the Allottees) 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, which may block the free flow of waste water, thus resulting in perennial choking and leakage in the said Unit or the said Residential Tower;

24.1.5. The Allottees shall ensure that the contractors and workers, do not use or spoil the toilets in the said Unit or in the said Residential Tower and use only the toilets earmarked by Promoter for this purpose;

24.1.6. All materials brought into the said Unit for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottees and that Promoter will not be held

responsible for any loss/theft/damage to the same;

24.1.7. 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 Allottees at his/her/their/its own cost, and that Promoter will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottees alone;

24.1.8. During the execution of interior works, if any of the Allottees contractor / workmen / agents / representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen / agents / representatives will be removed forthwith and will not be allowed to re-enter the said Unit and the said Building. Further, the Allottees shall be responsible for acts of such persons;

24.1.9. The Allottees shall extend full cooperation to Promoter, their agents, contractors to ensure good governance of such interior works;

24.1.10. The Allottees shall ensure that common passages/ walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter; and

24.1.11. If, after the date on which the Allottees/s has/have taken possession of the said Unit, any damage, of whatsoever nature (not due to defect in construction as envisaged in Clause 12 hereinabove), is caused to the said Unit and/or other Units/ areas in said Residential Tower, neither Promoter nor their contractor(s) will be held responsible for the cost of reinstating or repairing the same and that Allottees alone will be responsible for the same and the Promoter's responsibility towards the Defect Liability shall stand suspended to the extent of the said Unit.

25. BINDING EFFECT

25.1. Executing this Agreement with the Allottees by the Promoter does not create a binding obligation on the part of the Promoter until the Allottees appear/s for registration of this Agreement before the concerned sub-registrar as and when intimated by the Promoter.

26. ENTIRE AGREEMENT

26.1. This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire

understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The Allottees hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Promoter and/or its agents to the Allottees and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Allottees in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.

27. RIGHT TO AMEND

27.1. This Agreement may only be amended through written consent of the Parties.

28. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEES / SUBSEQUENT ALLOTTEES

28.1. 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/s of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

29. SEVERABILITY

29.1. Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void shall, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such prohibition or unenforceability substantially affects or alters the residual terms and conditions of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Agreement prior to such prohibition or unenforceability.

30. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

30.1. Wherever in this Agreement it is stipulated that the Allottees has to make any payment, in common with other Allottees in Project, the same shall be in proportion to the carpet area of

the Unit to the total carpet area of all the apartments/ units in the Project.

31. FURTHER ASSURANCES

31.1. 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.

32. PLACE OF EXECUTION

32.1. The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, and after the Agreement is duly executed by the Allottees and the Promoter the same shall be registered at the office of the Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Navi Mumbai. The Allottees and/or Promoter shall present this Agreement as well as the Conveyance/lease/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

33. NOTICES

33.1. That all notices to be served on the Allottees and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

33.2. Any communication addressed to Promoter,

Address: Unit No. 301, The Ambience Court, Plot No. 2, Sector 19D, Vashi Navi Mumbai
– 400 703

Email ID: sales@metrogroupindia.com

33.3. Any communication addressed to Allottees,

Address: Flat No- B 1405, Ramchandra Niwas, Plot No-21 - 22, Sector- 12a,
Koparkhairane, Navi Mumbai- 400709

Email ID: kalindi_const@yahoo.com

33.4. It shall be the duty of the Allottees and the Promoter to inform each other of any change in address 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 Allottees, as the case may be.

34. STAMP DUTY AND REGISTRATION

34.1. The charges towards stamp duty and registration of this Agreement shall be borne and paid by the Allottees.

35. DISPUTE RESOLUTION

35.1. Any dispute or difference that may arise out of or in connection with the interpretation of any of the terms of this Agreement between Parties shall be settled amicably.

35.2. In case the Parties are unable to settle their disputes within 15 days of intimation of dispute by either Party amicably, then the same shall be resolved by arbitration conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereto. The language of the arbitration shall be English. The seat of arbitration shall be in Mumbai, India. The Arbitration will be conducted by a Sole Arbitrator. For the purpose of appointment of the sole arbitrator, Promoter shall propose three names to Allottees (who shall be a lawyer of repute of any High Court in India and/or retired Judge of any of the High Court in India and/or Supreme Court of India) from which Allottees shall within a period of 7 (seven) days from the date of notice confirm their acceptance for appointing any one of the three nominated arbitrators, failing which Promoter shall proceed to appoint one out of the three named arbitrators without further reference or recourse to Allottees.

35.3. Costs of arbitration shall be shared equally by the parties to the dispute. The award of the Arbitrator shall be final and binding on the parties to the reference.

36. GOVERNING LAW

36.1. That 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 for the time being in force and the Mumbai courts will have the jurisdiction for this Agreement.

37. PERMANENT ACCOUNT NUMBERS

37.1. The Parties hereby declare their Permanent Account Number as under: -

Sr. No.	Name of the Party	PAN No.
1.	M/S METRO LIFESCAPES INDIA LLP	ABOFM9037G
2.	CITY CENTRE VASHI MALL MANAGEMENT LIMITED	AAECC8535H
3.	MR. AMIT AGARWAL	AMDPA7601A
4.	MRS. RASHMI AGRAWAL	AMBPA0720G

38. MISCELLANEOUS

38.1. That in case there are Joint Allottees/s all communications shall be sent by the Promoter to the Allottees whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees/s.

38.2. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or of the said Plot and Residential Tower or any part thereof. The Allottees shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said Building of the Entire Project is conveyed/leased/assigned to the Apex Body and until the said Plot is transferred to the Apex Body as hereinbefore mentioned.

38.3. Any delay, tolerance or indulgence shown by the Promoter in enforcing the terms, provisions, covenants and conditions of this Agreement or forbearance or giving of time to the Allottees by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms, provisions, covenants and conditions of this Agreement by the Allottees nor shall the same in any manner prejudice the rights of the Promoter. The failure by the Promoter to enforce at any time or for any period by one or more of the terms, provisions, covenants or conditions of this Agreement shall not be a waiver of them or of the right at any time thereafter to enforce all terms provisions, covenants and conditions of this Agreement.

38.4. It is abundantly made clear to the Allottees if he/she/it/they is/are a non-resident/foreign national of Indian Origin, that in respect of all remittances, acquisitions/transfer of the said Unit, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and

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

38.5. Any delay tolerated or indulgence shown by the Promoter in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Allottees by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottees, nor shall the same in any manner prejudice, limit or affect the rights of the Promoter.

38.6. Promoter shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of their right, title or interest in respect of the said plot or any part thereof. Promoter shall also be free to construct sub-station for electricity supply, office for the said Society, covered and enclosed garage in the open compound, underground and overhead tanks, structures, watchman's cabin, toilet for servants, septic tanks and soak pits for location of which are not particularly marked on the building plans. The Allottees shall not interfere with the rights of Promoter by raising any disputes in the Court of Law under Section 7 of MOFA and/or any other provisions of any other applicable law.

38.7. The Promoter shall always be entitled to sign undertakings and indemnities on behalf of the Allottees as required by any authority of the State or Central Government or competent authorities under any law concerning authorities of Building or implementation of the scheme for the development of the said Plot.

38.8. The Agreement shall always be subject to the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, sale, Management and Transfer) Act, 1963 and the rules made thereunder, Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder as also the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder or the Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder, as the case may be.

SCHEDULE I HEREINABOVE REFERRED TO:

THE SAID PLOT

All that piece and parcel of land known as Plot bearing No. 18 in Sector 19-D of Vashi, Navi Mumbai within the limits of Navi Mumbai Municipal Corporation and City and Industrial Development Corporation and within the limits of Sub-Registrar of Thane and Registration District Thane, containing by admeasurements 7589.64 square meters or thereabouts and bounded as under: -

On or towards the North by: 11.00 Meters Wide Road;
On or towards the South by: Plot No. 19;
On or towards the East by: 11.00 Meters Wide Road; and
On or towards the West by: 12.00 Meters Wide Road (Abutting/fronting 38.0 meters wide Palm Beach Road).

SCHEDULE II HEREINABOVE REFERRED TO:

THE SAID UNIT AND CAR PARK

Unit No. 702 on **7TH floor** admeasuring **114.85 square meters** of Carpet Area in **Wing B** in the Residential Tower to be constructed on the portion of the said Plot along with **2 (TWO)** parking space(s) situated in the Podium level of Residential Tower along with right to use Limited Common Areas and Facilities provided for the said Residential Tower.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement at Navi Mumbai in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY WITHIN NAMED "PROMOTER"	SIGNATURE	PHOTOGRAPH	LEFT HAND THUMB IMPRESSION
M/s.METRO LIFESCAPES INDIA LLP through its designated partner MR. HITESH SURESH JAIN			

SIGNED AND DELIVERED BY WITHIN NAMED "COMPANY"	SIGNATURE	PHOTOGRAPH	LEFT HAND THUMB IMPRESSION
CITY CENTRE VASHI MALL MANAGEMENT LIMITED through its Power of Attorney MR. HITESH SURESH JAIN (Authorized partner of erstwhile M/s Metro Lifescapes now converted into M/s Metro Lifescapes India LLP)			
SIGNED AND DELIVERED BY WITHIN NAMED "ALLOTTEES"	SIGNATURE	PHOTOGRAPH	LEFT HAND THUMB IMPRESSION
MR. AMIT AGARWAL			
MRS. RASHMI AGRAWAL			
IN PRESENCE OF: 1. 2.			

RECEIPT

Received with thanks from Allottees **1) MR. AMIT AGARWAL 2) MRS. RASHMI AGRAWAL** adults Indian Inhabitant, has paid a sum of **RS.2,50,00,000/- (RUPEES TWO CRORE FIFTY LAKHS ONLY)** as **part consideration** on execution hereof as per terms & conditions of this Agreement for Sale of **Unit No. 702** admeasuring **114.85** Sq. Mts. Carpet area on **7TH floor** in **Wing "B"** in the project known as "**AYKON**" to be constructed on all that piece and parcel of plot more particularly described in SCHEDULE OF PLOT.

Date	UPI/RTGS/Cheque No.	Bank Name	Amount
21.06.2023	000016	HDFC BANK	10,00,000/-
Total			10,00,000/-

Date: _____

Place: Navi Mumbai

For, M/s METRO LIFESCAPES INDIA LLP

Mr. HITESH SURESH JAIN

(Designated Partner)