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AGREEMENT FOR SALE OF PREMISES

Dated This 26th Day of November 2021.

BETWEEN

**OBEROI REALTY LIMITED
("PROMOTER")**

AND

- 1) MR. RITESH KANODIA
- 2) MRS. RINKU KANODIA

8959
2021

("THE ALLOTTEE/S")

FOR

Flat No. 2905
Floor No. 29th
Tower No. B

ELYSIAN

451/8959

पावती

Original/Duplicate

Monday, November 29, 2021

नोंदणी क्र.: 39म

10:57 AM

Regn.: 39M

पावती क्र.: 9674 दिनांक: 29/11/2021

गावाचे नाव: पी.एस.पहाडीगोरेगांव
दस्तऐवजाचा अनुक्रमांक: बरल7-8959-2021
दस्तऐवजाचा प्रकार: करारनामा
सादर करणाऱ्याचे नाव: रितेश कमोडिया

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 3200.00

पृष्ठांची संख्या: 160

एकूण:

रु. 33200.00

आपणास मूळ दस्त, खंबनेल प्रिंट, सूची-२ अंदाजे
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बाजार मूल्य: रु.83104807.1/-
मोबदला रु.98605000/-
भरलेले मुद्रांक शुल्क: रु. 4931000/-

- 1) देयकाचा प्रकार: DHC रक्कम: रु.1200/-
डीडी/घनादेश/पे ऑर्डर क्रमांक: 2611202108349 दिनांक: 26/11/2021
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/घनादेश/पे ऑर्डर क्रमांक: 2611202108427 दिनांक: 26/11/2021
बँकेचे नाव व पत्ता:
- 3) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH009046936202122M दिनांक: 22/11/2021
बँकेचे नाव व पत्ता:

R. Kanadi

CHALLAN
MTR Form Number-6



GRN	MH009232023202122E	BARCODE	[Barcode]		Date	25/11/2021-16:01:44	Form ID	25.2
Department				Inspector General Of Registration				
Type of Payment				Stamp Duty				
Office Name				BRL7_JT SUB REGISTRAR BORIVALI 7				
Location				MUMBAI				
Year				2021-2022 One Time				
Account Head Details				Amount In Rs.				
0030045501 Sale of NonJudicial Stamp				4931000.00				
Full Name				OBEROI REALTY LIMITED				
Flat/Block No.				FLAT NO. 2905 IN ELYSIAN TOWER B				
Premises/Building				OBEROI GARDEN CITY				
Road/Street				GOREGAON EAST				
Area/Locality				GOREGAON EAST				
Town/City/District				GOREGAON EAST				
PIN				4 0 0 0 6 3				
Remarks (if Any)				SecondPartyName=RITESH KANODIA-				
Amount In				Forty Nine Lakh Thirty One Thousand Rupees Only				
Words				Forty Nine Lakh Thirty One Thousand Rupees Only				
Total				49,31,000.00				
Payment Details				STATE BANK OF INDIA				
FOR USE IN RECEIVING BANK				FOR USE IN RECEIVING BANK				
Cheque/DD Details				Bank CIN Ref. No. 00040572021112509772 CKS0859118				
Cheque/DD No.				Bank Date RBI Date 25/11/2021-16:04:19 Not Verified with RBI				
Name of Bank				Bank-Branch STATE BANK OF INDIA				
Name of Branch				Scroll No. , Date Not Verified with Scroll				



Department ID : Mobile No. : 9820518201

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 टीएचः चरल कौवल दुयम निबंधक कार्यालयत नोंदणी करवयाच्या दस्तासाठी लागू आहे. नोंदणी न करवयाच्या दस्तासाठी सदर चलन लागू नाही.

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Ritesh Kanodia

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CHALLAN
MTR Form Number-6



GRN	MH009046936202122M	BARCODE	[Barcode]		Date	22/11/2021-17:03:48	Form ID		
Department				Inspector General Of Registration					
Type of Payment				Registration Fee Ordinary Collections IGR					
Office Name				BRL7_JT SUB REGISTRAR BORIVALI 7		Payer Details			
Location				MUMBAI		Full Name			
Year				2021-2022 One Time		RITESH SATYADEO KANODIA			
Account Head Details				Amount In Re.		Flat/Block No.			
0030063301 Amount of Tax				30000.00		FLAT NO.B-2905 TOWER B ELYSIAN			
						Premises/Building			
						Road/Street			
						OBEROI GARDEN CITY OFF W E HIGHWAY			
						Area/Locality			
						GOREGAON EAST MUMBAI			
						Town/City/District			
						PIN			
						4 0 0 0 6 3			
				Remarks (If Any)					
				SecondPartyName=OBEROI REALTY LIMITED-					
				Amount In		Thirty Thousand Rupees Only			
Total				30,000.00		Words			
Payment Details				PUNJAB NATIONAL BANK					
				FOR USE IN RECEIVING BANK					
Cheque/DD Details				Bank CIN		Ref. No.		03008172021112200849	231121M1166798
Cheque/DD No.				Bank Date		RBI Date		23/11/2021-16:03:24	Not Verified with RBI
Name of Bank				Bank-Branch					
				PUNJAB NATIONAL BANK					
Name of Branch				Scroll No.		Date		Not Verified with Scroll	



Department ID: [Blank] Mobile No.: 0000000000
 NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 नोंदणी करील दस्तऐवज नोंदणी कार्यालयात नोंदणी करण्याच्या दस्तऐवजाची लागू आहे. नोंदणी न करताच्या दस्तऐवजाची सदर घालण लागू नाही.

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AGREEMENT FOR SALE OF PREMISES

THIS AGREEMENT is made at Mumbai this 26th day of November, 2021.

BETWEEN

OBEROI REALTY LIMITED a company incorporated under the provisions of the Companies Act, 1956 having its registered office at Commerz, 3rd floor, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (East), Mumbai- 400 063, hereinafter referred to as the "**Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**

AND

Mr. Ritesh Kanodia, Mrs. Rinku Kanodia having their address at 2502, Anmol Prestige, Off S V Road, Goregaon (West), Mumbai 400104, hereinafter referred to as "**the Allottee/s**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the coparcenery and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and the heirs, executors and administrators of the last surviving Trustee and his or her assigns and in case of a body corporate/company its successors and permitted assigns) of the **OTHER PART**

[Signature] ²

Rinku Kanodia

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WHEREAS:

- A. The Promoter is the owner of and/or is seized and/or possessed of and/or is otherwise well and sufficiently entitled to all those pieces and parcels of land admeasuring in the aggregate approximately 2,09,076.40 square meters, being Sub-Plot B, which is more particularly described in the **First Schedule** hereunder written and is delineated by red colour boundary line on the plan annexed and marked as **Annexure "1"** hereto ("**the Larger Property**"). The details pertaining to the title of the Promoter to the Real Estate Project (defined below), the pertinent approvals and permissions issued in respect of the Real Estate Project, litigation proceedings (if any) in respect of the Larger Property, covenants (if any) affecting the Larger Property, impediments (if any) attached to the Larger Property, encroachments (if any) on the Larger Property, permission to be obtained which affects the Promoter's title to the Real Estate Project, and mortgages/charges on the Real Estate Project (if any), are elucidated in the Title Certificate dated 08th October 2021, issued by M/s. IC Legal, Advocates & Solicitors, copies whereof are annexed and marked as **Annexure "3"** hereto ("**Title Certificate**").
- B. The details pertaining to the title/rights/entitlement of the Promoter to the Real Estate Project (defined below) is as follows,-
 - (i) There are no tenants / occupants on the Real Estate Project (defined below) and the Promoter is in exclusive possession thereof;
 - (ii) There are no illegal encroachments on the Real Estate Project (defined below); and
 - (iii) There is no mortgage or lien or charge on the Real Estate Project (defined below).
- C. The Promoter is entitled to develop the Larger Property by consuming maximum Floor Space Index ("**FSI**") as more particularly set out in this Agreement and by constructing buildings thereon as mentioned in this Agreement.
- D. The Promoter is undertaking the development of the Larger Property ("**the Whole Project**") in a phase-wise manner as mentioned at Recital E below.
- E. The principal and material aspects of the development of the Whole Project as disclosed by the Promoter are briefly stated below-
 - (i) The Whole Project shall be developed in a phase wise manner.
 - (ii) The Promoter proposes to utilize a total FSI of 4 on gross plot area of the Larger Property plus compensatory fungible FSI plus free of FSI areas aggregating up to approximately 13,54,815 square meters plus parking area/s and the amenities ("**Full Development Potential**") in the course of the phase wise development of the Whole Project.
 - (iii) The Promoter has disclosed to the Allottee/s the designated/proposed use of the various buildings/structures/towers/wings on the Larger Property specifying and identifying the Whole Project including *inter alia* the Real Estate Project (defined below), Elysian Tower A (defined below), the Exquisite Residential Component (defined below), the Esquire Residential Component (defined below), the Commerz Buildings (defined below), the Commerz III Building (defined below), the Non-Residential Unit's (defined below), the Other Residential Component (defined below), the Non-

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Residential Component (defined below), the Basements to Podiums Areas in the Whole Project (defined below), the Real Estate Project Exclusive Amenities (defined below) the Exclusive Amenities for Elysian (defined below), Exclusive Amenities for Towers D & E of Residential Building No.3, the Exclusive Amenities for Exquisite (defined below), the Exclusive Amenities for Esquire (defined below), the Whole Project Included Amenities (defined below), the Exclusive Amenities for the Commerz Buildings (defined below), the Exclusive Amenities for the Commerz III Building, (defined below) the Exclusive Amenities for the Non-Residential Unit/s (defined below), the Other Residential Exclusive Amenities (defined below) and the Non-Residential Exclusive Amenities (defined below) and the phase/s in which the Promoter proposes to develop the Whole Project by utilizing the Full Development Potential ("**Approved Layout With Phasing/User Superimposed**" or "**ALPS**") and the layout whereof is annexed to this Agreement as **Annexure "1"**.

(iv) The Allottee/s has/have also perused copies of the amended layout approval dated 21 November 2020 bearing reference no. CHE/102/LOP ("**Approved Layout**") issued by Municipal Corporation of Greater Mumbai ("**MCGM**"), which is annexed to this Agreement as **Annexure "2"**.

(v) The ALPS annexed as **Annexure "1"** hereto discloses *inter-alia*,-

(a) The Real Estate Project (defined below);

(b) The Promoter is also developing Tower A of Residential Building No. 3 in the Whole Project and has separately registered the said tower as a project with MahaRERA bearing Registration No. P51800027667 along with its common areas, facilities and amenities, and the same is referred to as the "**Elysian Tower A**", which is shown in purple colour wash on the attached ALPS.

(c) The Promoter has already constructed a residential building known as "**Exquisite**" being residential building No. 1 consisting of 3 (three) wings and the same is referred to as the "**Exquisite Residential Component**", which is shown in blue colour wash on the attached ALPS. The common areas, facilities and amenities exclusively for the Exquisite Residential Component are hereinafter referred to as "**Exclusive Amenities for Exquisite**" and are more particularly shown in blue colour hatch on the attached ALPS.

(d) Further, the Promoter has already constructed a residential building known as "**Esquire**" being residential building No. 2 comprising of towers A, B and C and the same is referred to as the "**Esquire Residential Component**" which is shown in red colour wash on the attached ALPS. The common areas, facilities and amenities exclusively for the Esquire Residential Component are hereinafter referred to as "**Exclusive Amenities for Esquire**" and are more particularly shown in red colour hatch on the attached ALPS.

Further, the Promoter has already constructed a hotel cum office building known as "**Commerz**" being commercial building No. 1 comprising of wing 'A' and wing 'B' and commercial building known as "**Commerz II**", being commercial building No. 2



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comprising of wing 'A' along with their respective common areas, facilities and amenities on a portion of the Larger Property and the same shall collectively be referred to as the "Commerz Buildings" and Commerz and Commerz II Building are shown in sky blue colour wash on the attached ALPS. The portion of the Larger Property upon which the Commerz Buildings is/are developed shall hereinafter referred to as the "Commerz Buildings Portion of the Larger Property". The common areas, facilities and amenities on the Commerz Buildings Portion of the Larger Property are hereinafter referred to as "Exclusive Amenities for Commerz Buildings".

- (f) Further, the Promoter is constructing a commercial building known as "Commerz III", being commercial building No. 2 comprising of wing 'B' along with its common areas, facilities and amenities on a portion of the Larger Property and the same shall be referred to as the "Commerz III Building". The portion of the Larger Property upon which the Commerz III Building is being developed shall hereinafter referred to as the "Commerz III Building Portion of the Larger Property". The common areas, facilities and amenities for the Commerz III Building Portion of the Larger Property are hereinafter referred to as "Exclusive Amenities for Commerz III Building".
- (g) Further, the Promoter is also constructing certain non-residential units/areas, including for users of restaurants / cafes / shops / retail / mercantile on portions of the Larger Property, including in the Basements to Podiums Areas in the Whole Project and any other basement levels, lower ground level, ground level and podium levels of the Whole Project and the same shall be referred to as the "Non-Residential Unit/s". The common areas, facilities and amenities for the Non-Residential Unit/s are hereinafter referred to as "Exclusive Amenities for the Non-Residential Unit/s".
- (h) Apart from the Real Estate Project, the Promoter has also earmarked a piece of land on the Larger Property for further development ("Land Under Further Development") more specifically shown in grey hatched lines on the plan annexed and marked as Annexure #1 on which the Promoter proposes to develop/developing the following:-

- (I) Residential buildings/structures/towers/wings including Towers C, D and E of Residential Building along with their respective common areas, facilities and amenities being developed/proposed to be developed on the Land Under Further Development, shall hereinafter be referred to as the "Other Residential Component" and the portion of the Larger Property upon which the Other Residential Component shall be developed/being developed in such manner as the Promoter may in its sole discretion deem fit and such areas as may be designated as such by the promoter are hereinafter referred to as the "Other Residential Portion of the Larger Property".

- (II) From the Other Residential Component proposed to be developed/being developed as part of the Whole Project



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Towers D & E of Residential Building No.3 may/shall be provided with certain common areas, facilities and amenities ("Exclusive Amenities for Towers D & E of Residential Building No.3 ") and which shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottees of Towers D & E of Residential Building No.3, and, shall not be available to the Allottee/s or any other allottees/occupants of apartments/flats in the Real Estate Project or in Towers A or C of Residential Building No.3.

(III) The Non-Residential Unit/s shall be developed in/on the Basements to Podiums Areas in the Whole Project.

(IV) Commerz III is being developed on a portion of the Larger Property including the Land Under Further Development and shall be provided with the Exclusive Amenities for Commerz III Building.

(V) Proposed Reservation building (identified as 'proposed education complex' on the attached ALPS) ("Reservation/Other Users Building") as permitted in accordance with the provisions of the Development Control Regulations for Greater Mumbai, 1991 as may be amended from time to time and as per the Development Control and Promotion Regulations, 2034 as amended from time to time ("DCPR 2034") and proposed to have up to 20 (twenty) upper floors. The Promoter shall be entitled to modify the user of the Reservation/Other Users Building and instead, develop the same for other non-residential or residential users as it deems fit and proper in which case, the Reservation/Other Users Building shall be constructed upto a maximum of 69 upper floors. The Promoter shall be entitled to modify the user of the Reservation/Other Users Building/s from the presently approved 'proposed education complex' to any other non-residential, residential or mixed users in accordance with applicable law. The portion of the Larger Property on which the Reservation/Other Users Building/s is proposed to be developed and as may be designated by the Promoter is "Reservation/Other Users Building/s Portion of the Larger Property". The Promoter may provide certain area, facilities and amenities for the Reservation/Other Users Building/s and/or on the Reservation/Other Users Building/s Portion of the Larger Property that shall be exclusive to the users/occupants thereof that are hereinafter referred to as the ("Exclusive Amenities for the Reservation/Other Users Building/s Portion of the Larger Property"). The Reservation/Other Users Building/s, the Exclusive Amenities for the Reservation/Other Users Building/s and the Reservation/Other Users Building/s Portion of the Larger Property are hereinafter collectively referred to as "the Reservation/Other Users Building/s Component".

Apart from the Exclusive Amenities for Elysian (defined



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below) and the Real Estate Project Amenities, the Promoter may at its sole discretion (without being obliged to do so) develop a club house ("Central Club House") in which the Allottee/s may be admitted as a member along with other allottee/s of Elysian Tower A, the Exquisite Residential Component, the Esquire Residential Component and the Other Residential Component and also other users/occupants of the Non-Residential Component and the Reservation/Other Users Building/s. The Allottee/s and all other members of the Central Club House shall be governed by the rules of the Central Club House and the detailed terms and conditions in this regard shall be finalized and intimated by the Promoter. It is reiterated that the Central Club House may be developed and provided by the Promoter at its sole discretion and the Promoter is not obliged in any manner whatsoever to develop or provide the same.

- (VII) Such other buildings/structures/towers/wings as sanctioned by the competent authorities, including the proposed building/structure/wing/tower presently shown as Wing C of Commercial Building No.2 on the attached ALPS.
- (vi) The common areas, facilities and amenities in the Real Estate Project (defined below), Elysian Tower A, the Other Residential Component, the Exquisite Component, the Esquire Component that may be usable by the Allottee/s and other allottee/s in the Real Estate Project (defined below), Elysian Tower A, the Other Residential Component (defined below), the Exquisite Component, the Esquire Component on a non-exclusive basis ("**Whole Project Included Amenities**") are listed in the **Fifth Schedule** hereunder written and depicted in the legend on the attached ALPS at **Annexure "I"** hereto.
- (vii) Commerz, Commerz II, Exclusive Amenities for Commerz Buildings and its designated parking, Commerz III Building, Exclusive Amenities for Commerz III Building and its designated parking, Non-Residential Unit/s, Exclusive Amenities for Non-Residential Unit/s, and such other buildings/structures/towers/wings as sanctioned by the competent authorities for non-residential user/s on the Larger Property (including Wing C of Commercial Building No.2), are hereinafter collectively referred to as "**the Non-Residential Component**" and the portions of the Larger Property on which the Non-Residential Component is developed, is being developed and shall be developed in future as the Promoter may in its sole discretion deem fit and such areas as may be designated as such by the Promoter are hereinafter collectively referred to as "**the Non-Residential Portions of the Larger Property**". The Promoter may provide common areas, facilities and amenities to the Non-Residential Component and/or off the Non-Residential Portions of the Larger Property that shall be exclusive to the users/occupants thereof ("**Non-Residential Component Exclusive Amenities**"). The Allottee/s and other allottees in the Real Estate Project and the Other Residential Component shall not be entitled to use or access the Non-Residential Component Exclusive Amenities.
- (viii) The Real Estate Project together with Elysian Tower A and Tower C of Residential Building No.3 shall be called "**Elysian**" and shall be provided



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F. The Real Estate Project is known as 'Elysian Tower B'. The Real Estate Project constitutes Tower B of Residential Building No.3. Residential Building No.3 is presently envisaged to comprise of Tower A, B, C, D and E. The Tower B of the Residential Building No.3 is presently being developed as a phase of the Whole Project and is registered as a 'real estate project' ("the Real Estate Project") by the Promoter with the Maharashtra Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules") and the other Rules, Regulations, Circulars and Rulings issued thereunder from time to time. The Authority has duly issued the Certificate of Registration No.P51800031456 dated 23rd October, 2021 for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as Annexure "4" hereto.

G. The principal and material aspects of the Real Estate Project as being registered with the Authority, are briefly stated below,-

(i) Tower B of Residential Building No.3 constitutes the Real Estate Project in accordance with the provisions of RERA and the RERA Rules. The Real Estate Project is being constructed and developed upon a portion of the Larger Property and is identified on the plan annexed and marked as Annexure "1" hereto and is more particularly described in the **Second Schedule** hereunder written.

(ii) The construction and development of Residential Building No.3 (which includes *inter alia* the Real Estate Project) is presently sanctioned in the manner stated *inter-alia* in the IOD and CC (both defined below), which shall be amended, modified, revised, varied, changed from time to time by the Promoter, and presently, it is contemplated that the Real Estate Project shall be constructed as more particularly described in the **Second Schedule** hereunder written.

(iii) The name of the Real Estate Project shall at all times be 'Elysian Tower B'.

(iv) The Real Estate Project is proposed to *inter alia* comprise of apartments, flat/s, premises;

The details of the FSI that has been sanctioned in the construction and development of the Real Estate Project is more particularly set out in the **Second Schedule** hereunder written.

The Allottee/s agree(s) that the Promoter shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats/premises in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the allottee/s of such apartments/flats/premises and to the exclusion of other allottee/s in the Real Estate Project ("**Limited Areas and Facilities**"). The Allottee/s agree(s) to use only the Limited Areas and Facilities specifically identified for the Allottee/s in the said Premises and appurtenant to the said Premises and as more particularly described in the **Seventh Schedule** hereunder written. The Allottee/s agree(s) to not use the



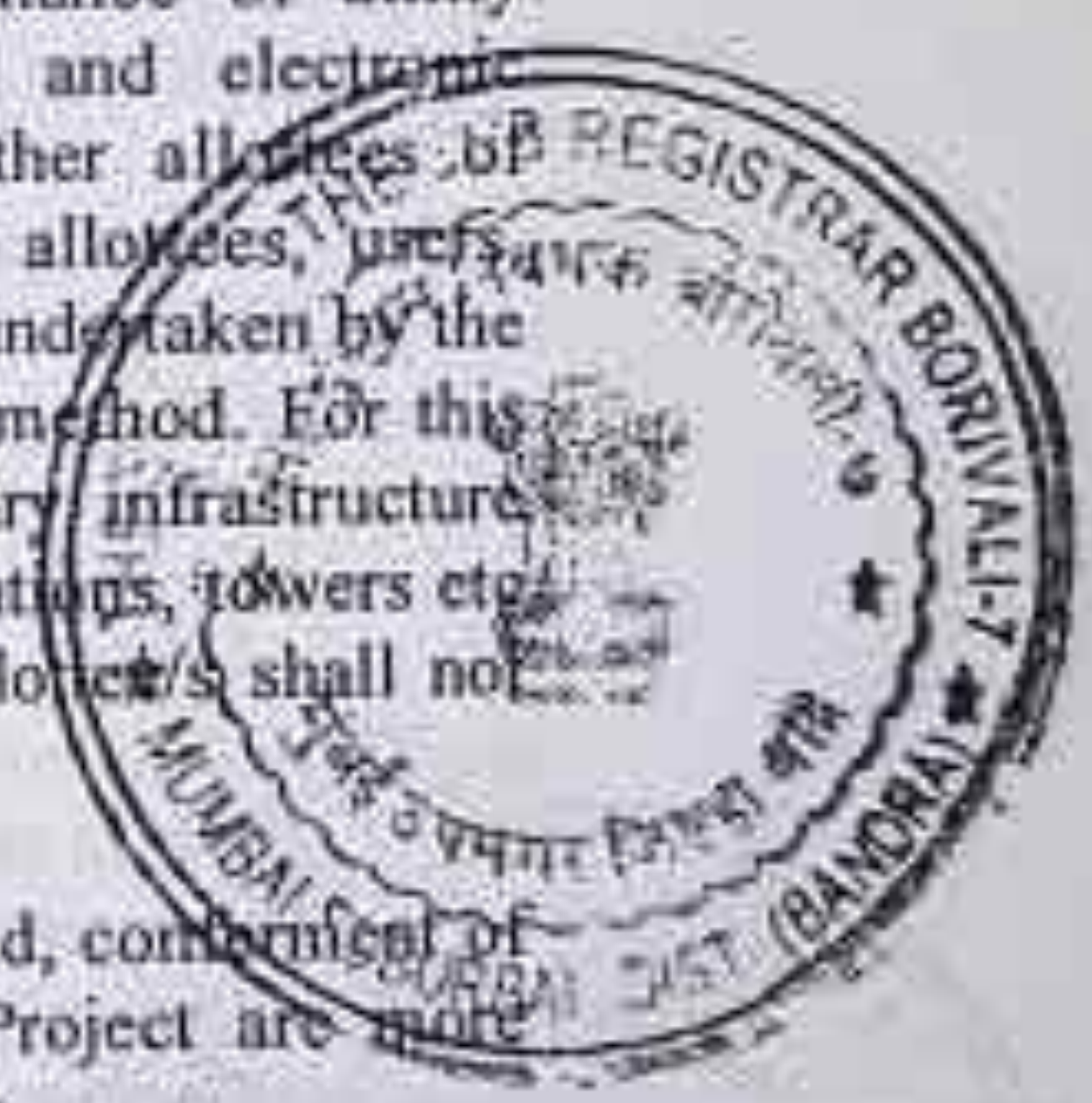
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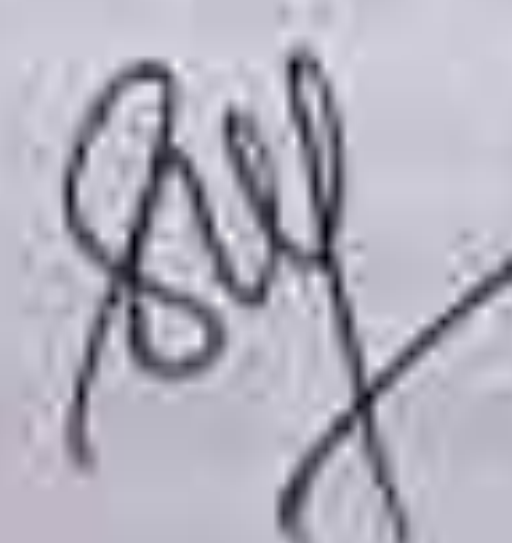



Limited Areas and Facilities identified for other allottee/s nor shall the Allottee/s has/have any claim(s) of any nature whatsoever with respect to the Limited Areas and Facilities identified for other allottee/s and/or the usage thereof.

- (vii) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s and other allottee/s in the Real Estate Project on a non-exclusive basis ("Real Estate Project Amenities") are listed in the **Third Schedule** hereunder written.
- (viii) The Exclusive Amenities for Elysian that may be usable by the Allottee/s and other allottee/s of Elysian on a non-exclusive basis are listed in the **Fourth Schedule** hereunder written. Fourth Schedule also contains the list of those amenities which shall be used by the Allottee/s and other allottee/s of Elysian together with allottees/users/occupants of Towers D & E of Residential Building No.3 and the Reservation/Other Users Building/s Component on a non-exclusive basis.
- (ix) The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
- (x) The Promoter shall be entitled to designate any spaces/areas, including on the terrace levels, basement levels, lower ground levels, ground level, podium levels of the Real Estate Project and in the basement levels, lower ground levels, ground level, podium levels of the Whole Project and in/on the Basements to Podiums Areas in the Whole Project, for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee/s and other allottees, users, occupants in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc. at such location(s) as the Promoter deems fit and the Allottee/s shall not challenge the same in any manner whatsoever.
- (xi) The details of formation of the Society (defined below) and, conforming of title upon the Society with respect to the Real Estate Project are more particularly specified in Clause 10.1 and Clause 10.2 below.
- (xii) A copy of the Intimation of Disapproval ("IOD") No. CHE/9107/BP (WS) /AP dated 29th March, 2007 which lastly got amended on 30th October, 2021 and Commencement Certificate ("CC") issued by the MCGM on 03rd November, 2014 as amended on 30th May, 2016 and subsequently amended on 13th September, 2021, are hereto annexed and marked as **Annexure "5"**.



No. CHE/9107/BP (WS) /AP dated 29 th March, 2007 which lastly got amended on 30 th October, 2021 and Commencement Certificate ("CC") issued by the MCGM on 03 rd November, 2014 as amended on 30 th May, 2016 and subsequently amended on 13 th September, 2021, are hereto annexed and marked as	
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H. The Allottee/s is/are desirous of purchasing a residential premises more particularly described in the **Seventh Schedule** hereunder written in the Real Estate Project (hereinafter referred to as the "said Premises"). The Real Estate Project is shown in yellow colour wash on the plan annexed and marked as **Annexure "1"** hereto. The authenticated copy of the plan of the said Premises, is annexed and marked as **Annexure "6"** hereto.

I. The Promoter had entered into a prescribed agreement with an Architect, registered with the council of Architects and also appointed Structural Engineers for preparing structural designs, drawings and specifications of the Real Estate Project and the Allottee/s accept(s) the professional supervision of the said Architect and the said Structural Engineers (or any replacements / substitutes thereof) till completion of the Real Estate Project.

J. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee/s of the said Premises to receive the sale price in respect thereof.

K. The Allottee/s has/have demanded inspection/information from the Promoter and the Promoter has granted inspection of the following documents and information to the Allottee/s and/or the Allottee/s's Advocates/consultants:

- (i) All title documents by which the Promoter has acquired right, title and interest to develop the Larger Property;
- (ii) All the approvals and sanctions of all relevant authorities for the development of the Larger Property, Real Estate Project and the Whole Project including layout plans, building plans, floor plan, change of user permissions, IODs, CCs, Traffic NOC, MOEF EC NOC etc. and such other documents as required under Section 11 of RERA;
- (iii) All the documents mentioned in the Recitals hereinabove;
- (iv) Title Certificate;
- (v) Authenticated copies of the Property Register Cards for C.T.S. Nos. 95/4/B/1, 95/4/B/2, 95/4/B/3 and 95/4/B/4 of Village Dindoshi and CTS No. 590/A/A/1 of Village Pahadi Goregaon (East) i.e. the Larger Property, which is annexed and marked as **Annexure "7"** hereto.

While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.

The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.

Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project, the Whole Project and the Larger Property, and such title being clear and marketable; (ii) the approvals and permissions (including IOD and CC) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project, the Whole Project and the Larger



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Property and construct the Real Estate Project under various provisions of the DCR, DCPR and applicable law and sell the premises therein. The Allottee/s hereby undertake(s) not to hereafter raise any objection and/or make any requisitions with respect to the title of the Promoter to the Larger Property. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction.

- O. The Allottee/s has/have, prior to the date hereof, examined a copy of the RERA Certificate and has/have caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee/s has/have agreed and consented to the development of the Whole Project. The Allottee/s has/have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has/have understood the documents and information in all respects.
- P. The carpet area of the said Premises as defined under the provisions of RERA, is more particularly described in the **Seventh Schedule** hereunder written.
- Q. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- R. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase and acquire from the Promoter, the said Premises, at or for the price more particularly described in the **Seventh Schedule** hereunder written and upon the terms and conditions mentioned in this Agreement. Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter part payment of the Sale Price (defined below) as more particularly described in the **Seventh Schedule** hereunder written and agreed for the said Premises to be sold by the Promoter to the Allottee/s as advance payment and part of the Earnest Money (defined below) (the payment and receipt whereof the Promoter both hereby admits and acknowledges).
- S. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee/s i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- T. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase and acquire, the said Premises.
- U. This Agreement shall be subject to the provisions of RERA, RERA Rules and all other Rules, Regulations, Office Orders, Circulars, Notifications and Rulings made thereunder and/or by the Authority/Appellate Tribunal from time to time.
- V. The list of Annexures attached to this Agreement are stated hereinbelow:

- Annexure "1" Copy of the ALPS and the plan indicating the Larger Property and the Real Estate Project;
- Annexure "2" Copy of the Approved Layout;
- Annexure "3" Copy of the Title Certificate;
- Annexure "4" Copy of the updated RERA certificate;



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Annexure "5"
Annexure "6"
Annexure "7"

Copy of the IOD and CC;
Copy of the plan of the said Premises;
Copy of the Property Register Card for C.T.S. Nos. 95/4/B/1, 95/4/B/2, 95/4/B/3 and 95/4/B/4 of Village Dindoshi and CTS No. 590/A/A/1 of Village Pahadi Goregaon (East); and
Annexure "8" Copy of the typical floor plan wherein the said Premises shall be situated;

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

1. INTERPRETATION

The aforesaid Recitals and the Schedules and Annexures hereto shall form an integral and operative part of this Agreement.

2. The Promoter shall construct the Real Estate Project in accordance with the plans, designs and specifications as referred hereinabove including at Recital G, and as approved by the MCGM from time to time.

3. PURCHASE OF THE SAID PREMISES AND SALE PRICE

3.1 The Allottee/s hereby agree(s) to purchase and acquire from the Promoter, and the Promoter hereby agree(s) to sell to the Allottee/s, the said Premises with carpet area as per RERA as more particularly described in the **Seventh Schedule** hereunder written and as shown at present in the floor plan wherein the said Premises are situated, which is annexed and marked **Annexure "8"** hereto, at and for the Sale Price more particularly mentioned in the **Seventh Schedule** hereunder written.

3.2 The Promoter shall provide to the Allottee/s, permission to park the Allottee/s's own vehicle and also for parking guests/visitors' vehicle and for no other purpose whatsoever, in the car parking space/s as a common area and more particularly mentioned in the **Seventh Schedule** hereunder written being constructed in/on the Basements to Podiums Areas in the Whole Project and shall charge no consideration thereon. The exact location and identification of such car parking space/s will be finalized by the Promoter at the time of handing over possession of the said Premises and the same shall be duly accepted by the Allottee/s without raising any grievances.

The Sale Price for the said Premises (inclusive of the proportionate price of the Limited Areas and Facilities, if any) is mentioned in the **Seventh Schedule** hereunder written ("**the Sale Price**"). It is expressly agreed between the Parties that for the purpose of this Agreement, 20% (twenty percent) of the Sale Price is earnest money and is referred to herein as the "**Earnest Money**".

3.4 The Allottee/s has/have paid before execution of this Agreement, part payment of the Sale Price of the said Premises as more particularly described in the **Seventh Schedule** hereunder written and hereby agree(s) to pay to the Promoter the balance amount of the Sale Price in accordance with Clause 5.1.1 of this Agreement.

3.5 In addition to the Sale Price, the Allottee/s shall also bear and pay the taxes,



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consisting of tax paid or payable by way of GST (if applicable), Service Tax, Value Added Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the Premises and/or this Agreement. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST (if applicable), Service Tax, Value Added Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

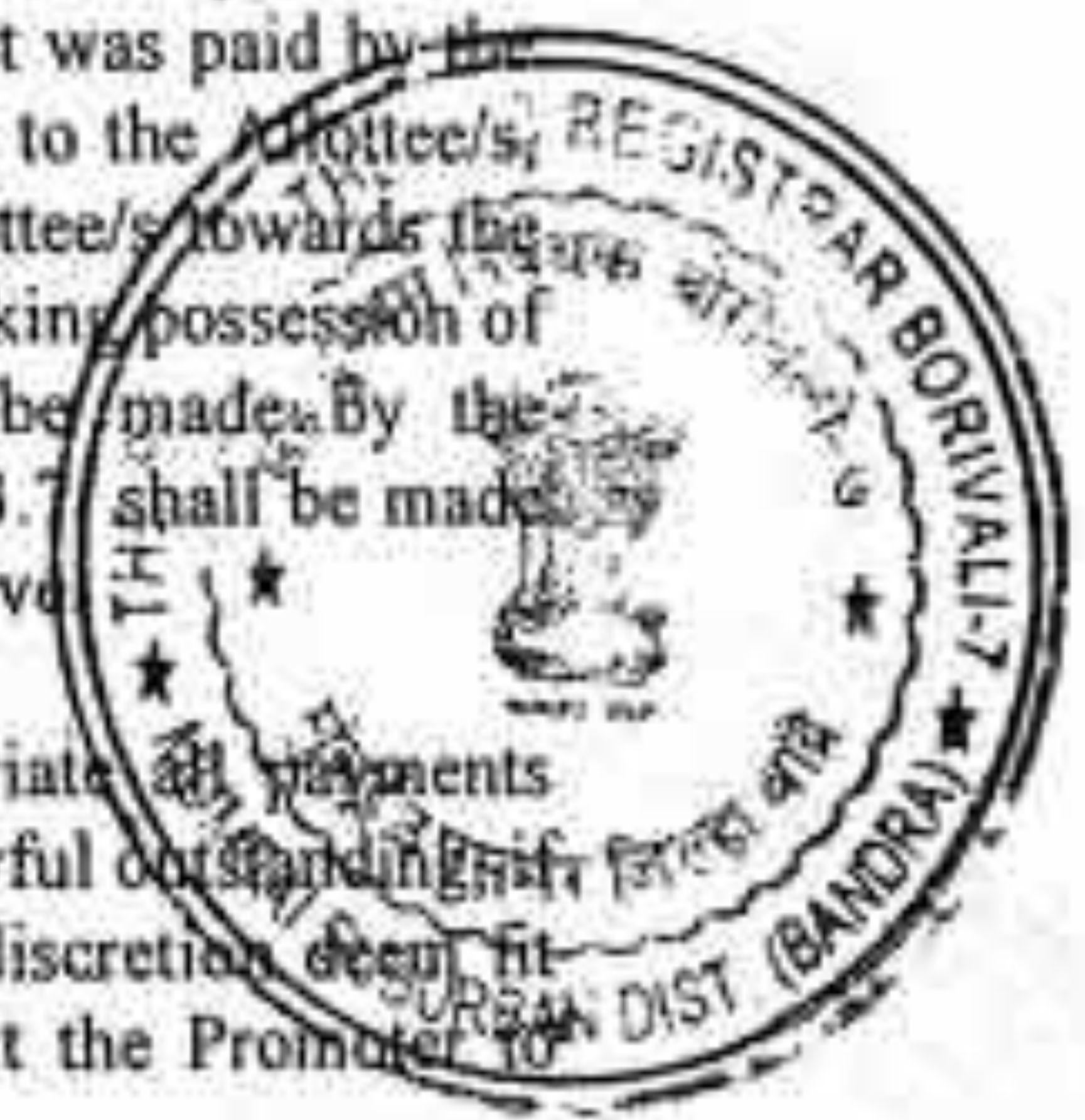
3.6 The Sale Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority / Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

3.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s prior to the possession of the said Premises in terms hereof, subject to a variation cap of 3% (three per cent). The total Sale Price payable on the basis of the carpet area of the said Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3%, then, the Promoter shall refund the excess money paid by the Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to the Allottee/s, the Promoter shall demand additional amount from the Allottee/s towards the Sale Price, which shall be payable by the Allottee/s prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter/Allottee/s, as the case may be, under this Clause 3.7 shall be made at the same rate per square meter as agreed in Clause 3.1 above.

3.8 The Allottee/s authorize(s) the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding dues, any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake(s) not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

3.9 On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount (whether the Sale Price or any other amount payable in terms of this Agreement), the Allottee/s shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default.

3.10 The Promoter shall be entitled to securitise the Sale Price and other amount payable by the Allottee/s under this Agreement (or any part thereof) in the



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

3.11 The Sale Price is only in respect of the said Premises (inclusive of the proportionate price of the Limited Areas and Facilities, if any). The Promoter has neither charged nor recovered any price, fee, compensation and/or consideration for the said car parking space/s.

3.12 The Allottee/s shall deduct tax at source ("TDS") from each instalment of the Sale Price as required under the Income-tax Act, 1961. The Allottee/s shall duly cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 at the earliest. In the event of any loss of tax credit to the Promoter due to the Allottee/s's failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoter from the Allottee/s.

3.13 The Allottee/s agree(s) and confirms(s) that special conditions, if any, as may be applicable to the said Premises and this Agreement shall be as more particularly detailed in the **Eleventh Schedule** to this Agreement and which shall if applicable, form an integral part of this Agreement and be binding on the Allottee/s.

4. DISCLOSURES TO THE ALLOTTEE/S & RIGHTS AND ENTITLEMENTS OF THE PROMOTER

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

4.1 Title:

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

4.2 Approvals:

The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the approvals and permissions issued in respect of the development of the Real Estate Project, the Whole Project and the Larger Property.

4.2.2 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the drawings, plans and specifications in respect of the Real Estate Project, the layout thereof, the layout of the Whole Project, IOD, CC, building plans, floor plans, designs and specifications, common areas, facilities and amenities (including as mentioned in the **Third Schedule** hereunder written), and the entitlement of the Promoter to provide and designate the Limited Areas and Facilities, the Other Residential Exclusive Amenities and the Non-Residential Exclusive Amenities.



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- 4.2.3 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the internal fixtures and fittings to be provided in the said Premises, as listed in the **Sixth Schedule** hereunder written.
- 4.2.4 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the designs and materials for construction of the Real Estate Project on the Larger Property.
- 4.2.5 At present, the Promoter estimates that the full and maximal development potential of the Whole Project, Larger Property and the Adjoining Properties (defined below) as mentioned at Recital G above may permit utilisation of the Full Development Potential on the Larger Property. The aforesaid development potential may increase during the course of development of the Whole Project, the Larger Property and/or the Adjoining Properties, and the Promoter shall be entitled to all such increments and accretions as mentioned in this Agreement.
- 4.2.6 The Promoter currently envisages that the Whole Project Included Amenities, shall be provided in the layout of the Whole Project and the Larger Property. Whilst undertaking the development of the Whole Project and the Larger Property to its full and maximal potential as mentioned at Recital E above, there may be certain additions/modifications to the Whole Project Included Amenities and/or relocations/realignments/re-designations/changes, and the Allottee/s hereby consent(s) and agree(s) to the same.
- 4.2.7 As mentioned at Recital N above, the Allottee/s has/have carried out his/her/it's/their independent due diligence and search in respect of the development of the Real Estate Project and the Whole Project being undertaken by the Promoter and pursuant thereto, find no inconsistency in the development/construction of the Real Estate Project, the Whole Project and the Larger Property, and also in compliance of applicable laws including but not limited to the DCPR.

4.3 Construction & Finishing:

- 4.3.1 The Promoter had appointed/will appoint, third party contractors(s) for construction and execution of the Real Estate Project. In case of defect(s) in construction or workmanship, the Promoter and the Allottee/s shall collectively approach the third party contractor(s) for the rectification of the defect(s).
- 4.3.2 In spite of all the necessary steps and precautions taken while designing and constructing the Real Estate Project, the concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and /or alterations etc. carried out by the Allottee/s and any other allottee/s/occupants of the other apartments/flats in the Real Estate Project. The Allottee/s agree(s) and covenant(s) not to hold the Promoter liable and/or responsible for any such defects arising out of inherent properties of concrete and/or caused due to any renovations and/or alterations etc. carried out by the Allottee/s and any other allottee/s/occupants of the Real Estate Project and the Allottee/s shall not raise any claim(s) against the Promoter in this regard.



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4.3.3 All materials including marble, granite, timber etc., contain veins and grains with tonality differences and though the Promoter had pre-selected such natural materials for installation in the Real Estate Project, their non-conformity, natural discolouration or tonal differences at the time of installation is unavoidable and the Promoter shall not be responsible and/or liable for the same and the Allottee/s shall not raise any claim(s) against the Promoter in this regard.

4.4 Rights and Entitlements of the Promoter & Nature of Development of the Larger Property:

The Allottee/s agree(s), accept(s) and confirm(s) that the Promoter is entitled to the rights and entitlements in this Agreement including as stated in this Clause 4.4 in accordance with what is stated at Recitals E and G hereinabove:-

4.4.1 The Larger Property is being developed in a phase-wise manner by constructing and developing multiple buildings/towers/wings/structures thereon including the Real Estate Project, Elysian Tower A, Other Residential Component, the Non-Residential Component, the Reservation/Other Users Building/s Component, the Basements to Podiums Areas in the Whole Project, the FOB Accesses/Pathways/Roadways, in the manner more particularly detailed at Recitals E and G hereinabove. The Promoter shall be entitled to develop the Larger Property as the Promoter deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Allottee/s has/have agreed to purchase the said Premises based on the unfettered rights of the Promoter in this regard.

4.4.2 As a part of the development of the Larger Property and certain adjoining properties, the Promoter has disclosed *inter alia* the following:-

4.4.2.1 On a portion of the Larger Property, the Promoter has already constructed the Exquisite Residential Component, the Esquire Residential Component, the Exclusive Amenities for Exquisite, the Exclusive Amenities for Esquire, the Commerz Buildings and the Exclusive Amenities for Commerz Buildings.

4.4.2.2 On a portion of the Larger Property, the Promoter is constructing and developing Elysian Tower A, the Other Residential Component, the Commerz III Building, the Exclusive Amenities for Commerz III Building, the Non-Residential Unit/s, the Exclusive Amenities for the Non-Residential Unit/s, the Exclusive Amenities for Towers D & E of Residential Building No.3, the Reservation/Other Users Building/s Component, the Basements to Podiums Levels in the Whole Project, the Non-Residential Exclusive Amenities, the FOB Accesses/Pathways/Roadways.

4.4.2.3 Other than the Larger Property, the Promoter is also the owner of or otherwise entitled to independent pieces of land on the east boundary of the Larger Property being Sub-Plot A (which is naturally sub-divided by a D.P. Road), on which the Promoter has constructed/proposes to construct residential and non-residential developments. It is clarified and agreed that this Sub-Plot A does not form a part of the Larger Property and the Promoter shall deal



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with the same in such manner as it may in its sole discretion deem fit.

4.4.2.4 A wholly owned subsidiary of the Promoter is the owner of an independent piece of land to the north-west boundary of the Larger Property being Sub-Plot C (which is naturally sub-divided by a D.P. Road), on which a retail Mall has been constructed. It is clarified and agreed that this Sub-Plot C does not form a part of the Larger Property and the Promoter's wholly owned subsidiary shall continue to own the same and deal with the same in such manner as it may in its sole discretion deem fit.

4.4.3 The Promoter shall be exclusively entitled to utilise, exploit and consume the entire inherent development potential of the Larger Property and/or Adjoining Properties (including by way of FSI and Transfer of Development Rights ("TDR") nomenclature in any manner including additional/incentive/special/premium/fungible/compensatory FSI), as well as any further/future development potential capable of being utilised on the Larger Property or any part thereof and Adjoining Properties or any part thereof (including FSI/TDR nomenclature in any manner and purchased TDR), whether balance or increased, at present or in future, and as may arise due to any reason including change in applicable law or policy. Such development potential shall vest with the Promoter and has been reserved by the Promoter unto itself, and may be utilised by the Promoter as the Promoter deems fit. The Promoter shall always be the owner and will have all the rights, title, interest in respect of the unsold premises, unallotted/unassigned car parking spaces, common areas facilities and amenities open spaces, lobbies, staircases, terrace, swimming pool, gymnasium, or any similar facility/ies and all other areas, etc. The Allottee/s will not have any right, title, interest, etc. in respect of the common areas and such other areas as may be designated as common areas by the Promoter and all other areas, save as specifically stated in this Agreement and the Allottee/s has/have agreed to purchase the said Premises based on the unfettered rights of the Promoter in this regard.

4.4.4 As mentioned and as disclosed at Recital E and G hereinabove and as disclosed in the ALPS and as part of the Land Under Further Development, the layout for the Whole Project and other plans and approvals shall be amended, modified, revised, varied, changed from time to time to utilize the Full Development Potential of the Whole Project. The Allottee/s agree(s) accept(s) and confirm(s) that the fundamental entitlement of the Promoter to utilise, exploit and consume the Full Development Potential of the Whole Project (both inherent and further/future) as stated at Recital E above would require the Promoter to amend, modify, vary, alter, change, substitute and rescind the plans in respect of the Whole Project or any part thereof (including layout plans, building plans, floor plans) and undertake with modified/alterd/new construction and development in accordance therewith. Consequently and after negotiations and discussions between the Allottee/s and the Promoter, the Allottee/s agree(s), accept(s) and confirm(s) that in the course of development of the Whole Project as disclosed at Recital E including in the ALPS and until completion of the development thereof in the manner stated in this Agreement, the Promoter shall be entitled to do the following as it may in its sole discretion deem fit, subject however to the said Premises not being adversely affected -



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4.4.4.1 Develop the Whole Project and the Larger Property and construct the building(s) thereon including the Real Estate Project, Elysian Tower A, the Other Residential Component, the Non-Residential Component, the Reservation/Other Users Building/s Component, the Basements to Podiums Areas in the Whole Project, the FOB Accesses/Pathways/Roadways, and any other buildings/structures/areas on the Land Under Further Development (including the buildings/structures/towers/wings presently shown as Wing C of Commercial Building No.2);

4.4.4.2 Apply for and obtain approvals and permissions in phases, including amendments to existing approvals and permissions and part occupation certificates;

4.4.4.3 Amend, modify, vary, alter, change, substitute, rescind, re-design and re-locate the existing layout plans, building plans, floor plans (including increase/decrease of floor levels), design, elevation for the purpose of exploiting and consuming the full and maximal development potential of the Whole Project and the Larger Property (both inherent and further/future) at present and in future;

4.4.4.4 To apply for and obtain amended/substituted/revised/modified layout plans, building plans and floor plans sanctioning construction of the Real Estate Project and the Whole Project upto such floors as may be permissible whilst exploiting the full and maximal development potential of the Whole Project and the Larger Property as stated in this Agreement;

4.4.4.5 Make amendments, modifications, variations, alterations, changes, deletions and revisions with respect to the development of the Whole Project;

4.4.4.6 To construct, develop and raise buildings, structures, towers and wings on the Larger Property, with and without common podium levels and other common levels;

4.4.4.7 To construct, develop and raise additional levels, floors and storeys in buildings, structures, towers and wings on the Whole Project and the Larger Property and the Allottee/s shall not have any claim(s) against the Promoter in this regard;

4.4.4.8 To construct lesser number of upper floors (from what is disclosed in the ALPS at Annexure "1" hereto) in respect of the Real Estate Project and/or Elysian Tower A and/or the Other Residential Component and/or the Non-Residential Component or any part thereof, and the Allottee/s shall not have any claim(s) against the Promoter in this regard;

4.4.4.9 Construct site offices/sales lounge on the Whole Project and the Larger Property (or part thereof) and to access the same at any time;

4.4.4.10 To (by itself or through its workmen, staff, employees, representatives and agents) enter into and upon the Whole Project



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and the Larger Property and any construction thereon including the the Real Estate Project, Elysian Tower A, the Other Residential Component, the Non-Residential Component and the Basements to Podiums Areas in the Whole Project, including to view and examine the condition and state thereof;

- 4.4.4.11 To use the common areas, facilities and amenities, internal access roads and all facilities, amenities and services in the layout of the Whole Project and the Larger Property;
- 4.4.4.12 To market, sell, transfer, mortgage, alienate and dispose of or grant rights with respect to the units/premises/spaces/areas in/on the Whole Project and the Larger Property and all its right title and interest therein; provided however that for any mortgage of the said Premises by the Promoter, prior consent of the Allottee/s will be required;
- 4.4.4.13 To allot and grant car parking spaces in/on the Basements to Podiums Areas in the Whole Project to allottee/s of units/premises in/on the Whole Project and the Larger Property;
- 4.4.4.14 To grant or offer upon or in respect of the Whole Project and the Larger Property or any part thereof, to any third party including allottee/s therein, all such rights, benefits, privileges, easements including right of way, right to draw water, right to draw from or connect to all drains, sewers, installations and/or services in the Whole Project and the Larger Property.
- 4.4.4.15 The Promoter has informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences (including FOB Accesses/Pathways/Roadways) in the layout of the Larger Property and/or the Adjoining Properties. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s alongwith other allottee/s of flats/units/premises in the Real Estate Project and/or in the Whole Project, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottee/s of flats/units/premises in the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter. The Allottee/s agree(s) to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the allottee/s of flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the land described in the **First Schedule** and the **Second Schedule** hereunder written and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the Larger Property and/or the Adjoining Properties.



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4.4.4.16 The Promoter is entitled to designate any common areas, facilities and amenities in the Whole Project, which may be usable on a non-exclusive basis by the allottee/s of the Real Estate Project and such other person(s) as the Promoter may deem fit including other allottee/s/occupants in the building(s)/wing(s) on the Land Under Further Development.

4.4.4.17 Further, the Promoter is entitled to designate any common areas, facilities and amenities in the Whole Project, which shall not be available to the allottee/s of the Real Estate Project and shall be exclusively made available to and usable by such other person(s) as the Promoter may deem fit including other allottee/s/occupants in the building(s)/wing(s) on the Land Under Further Development.

4.4.4.18 The Promoter shall be entitled to construct in, over or around or above the terrace of the Real Estate Project any additional area or facility as may be permitted within the rules of the MCGM and/or any other authority and shall be solely entitled to operate and manage the same. It is clarified that such additional area or facility as mentioned hereinabove shall form part of the Non-Residential Exclusive Amenities.

4.4.5 As disclosed in this Agreement, the Promoter has presently contemplated to develop the lands adjacent/adjoining to the Larger Property (hereinafter referred to as the "Adjoining Properties"). The Promoter shall also be entitled to/required to club/amalgamate the development of the Larger Property (or part thereof) with the Adjoining Properties, whether as a common integrated layout with the Larger Property (or part thereof) or otherwise, in a phase wise manner. For this purpose, the Promoter shall be entitled to/required to undertake the following as it may in its sole discretion deem fit,-

4.4.5.1 Amalgamate schemes of development, land plates, lands, land composition and land mix,

4.4.5.2 Float FSI/TDR from the Larger Property onto the Adjoining Properties and from the Adjoining Properties onto the Larger Property and undertake consequent construction, development, sale, marketing and alienation,

4.4.5.3 Provide common access and entry and exit points to the Larger Property (or part thereof) and the Adjoining Properties, which may be used in common by the occupants of units/premises constructed on the Larger Property (or part thereof) and the Adjoining Properties,

4.4.5.4 The Promoter reserves its right(s) to amalgamate the Adjoining Properties with the Larger Property and all references in this Agreement to the Larger Property shall be construed as references to such amalgamated property unless the context otherwise requires.

4.4.6 The overall development of the Larger Property being dynamic in nature, may warrant changing or shifting the place/location on which amenities are



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provided, including the Whole Project Included Amenities, the Real Estate Project Amenities, the Exclusive Amenities for Elysian, the Exclusive Amenities for Towers D & E of Residential Building No.3, the Exclusive Amenities for the Reservation/Other Users Building/s Portion of the Larger Property, the Non-Residential Exclusive Amenities and/or the Basements to Podiums Areas in the Whole Project. The Promoter shall complete the construction of common areas and facilities as well as the amenities over a period of time and in a phase wise manner. The Allottee/s agree(s) and accept(s) that the Whole Project Included Amenities and the Exclusive Amenities for Elysian may not be provided simultaneously/contemporaneously with offering of possession of the said Premises and will be provided only subsequently.

4.4.7 The Promoter may appoint a single and/or multiple third party/agency for the purpose of operating and maintaining the Real Estate Project, Elysian Tower A, the Esquire Residential Component, the Commerz Buildings, the Other Residential Component, the Non-Residential Component, the Basements to Podiums Levels, the Whole Project and/or the Larger Property or any part thereof including any common areas facilities and amenities and limited common areas on such terms and conditions as it may in its sole discretion deem fit.

4.4.8 Subsequent to the conveyance to the Society, and the Other Societies (defined below) as stated at Clause 10.2 below and the Apex Body Conveyance (defined below) as stated at Clause 10.4 below and completion of development of the Whole Project and the Larger Property, the Promoter will retain air rights (including the air rights above the Real Estate Project, Elysian Tower A, the Exquisite Residential Component, the Esquire Residential Component, the Other Residential Component, the Non-Residential Component, the Reservation/Other Users Building/s Component, the FOB Accesses/Pathways/Roadways, the Basements to Podiums Areas in the Whole Project) for branding and designation of the Promoter with respect to the development of the Whole Project and the Larger Property. The conveyance to the Society as stated at Clause 10.2 below, shall be subject to the Promoter having an irrevocable license in perpetuity with respect to air rights and branding rights upon the Real Estate Project and the right to designate and brand the development of the Real Estate Project as an 'Oberoi Realty' project. The Apex Body Conveyance as stated at Clause 10.4 below shall be subject to the Promoter having an irrevocable license in perpetuity with respect to air rights and branding rights in/upon the Whole Project and the Larger Property and the right to designate and brand the overall development of the Whole Project and Larger Property as an 'Oberoi Realty' project.

4.4.9 Until conveyance to the Society and the Other Societies as stated at Clause 10.2 below and the Apex Body Conveyance as stated at Clause 10.4 below, the Promoter shall always be entitled to put a hoarding on any part of the Real Estate Project, Elysian Tower A, the Exquisite Residential Component, the Esquire Residential Component, the Other Residential Component, the Non-Residential Component, the Reservation/Other Users Building/s Component, the FOB Accesses/Pathways/Roadways, the Basements to Podiums Areas in the Whole Project, the Larger Property including on the terrace and/or on the parapet wall and/or on the Larger Property, as the case may be, and the said hoardings may be illuminated or comprising of neon sign and for that



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4.4.12 The name of the Real Estate Project shall always be "Elysian Tower B", and shall not be changed without the prior permission of the Promoter.

The Promoter shall be entitled to control advertising, marketing, signage, hoarding and all other forms of signage whatsoever within the Real Estate Project, Elysian Tower A, the Other Residential Component, the Exquisite Residential Component and the Esquire Residential Component till the time of the Apex Body Conveyance as stated at Clause 10.4 below. Such signs, and may be constructed in a permanent or temporary manner and may be maintained, serviced, repaired and replaced and the Promoter and its nominees shall have access to such hoardings, print media and electric signage for this purpose.



4.4.10 The Promoter shall be entitled to designate any spaces/areas on the Whole Project and the Larger Property, the Real Estate Project, Elysian Tower A, the Exquisite Residential Component, the Non-Residential Component, the Other Residential/Other Users Buildings/Component, the FOB Reservations/Pathways/Roadways, the Basements to Podiums Areas in the Whole Project or any part thereof (including on the terrace and basement, lower ground, podium levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed by the occupants of the units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may in its sole discretion deem fit. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and may be utilised in common by occupants of units/premises in the Real Estate Project/on the Larger Property/on the Adjoining Properties, as the case may be. The Promoter and its workmen/agents/contractors/employees and any third party contracts shall be entitled to access and service such infrastructure and utilities over the Larger Property.

purpose, the Promoter is fully authorised to allow temporary or permanent construction or erection on the exterior of the Real Estate Project, Elysian Tower A, the Exquisite Residential Component, the Non-Residential Component, the Reservations/Other Users Buildings/Component, the FOB Accesses/Pathways/Roadways, the Basements to Podiums Areas in the Whole Project, the Larger Property as the case may be. Until such conveyance to the Society and the Other Societies as stated at Clause 10.2 below and the Apex Body Conveyance as stated at Clause 10.4 below, the Promoter shall be entitled to use and allow third parties for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipments etc. and the Promoter shall be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof which shall belong to the Promoter.

4.4.13 In the event any flats/premises/spaces/areas in the Real Estate Project are unsold/unallotted/unassigned on execution and registration of the conveyance to Society as stated at Clause 10.2 below, the Promoter shall continue to be entitled to such unsold areas and to undertake marketing etc. in respect of such unsold areas as stated hereinabove. The Promoter shall be required to pay a sum of Rs.1000/- (Rupees One Thousand only) per month in respect of each unsold premises towards the outgoings, maintenance and other charges by whatever name called and shall not be liable or required to bear and/or pay any other amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/Apex Body for the sale/allotment or transfer of the unsold areas in the Real Estate Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises).

4.4.14 The Promoter and their surveyors and agents and assigns with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project. The Allottee/s is/are aware that the main water/drainage pipes of the Real Estate Project may pass through certain areas within the said Premises. The Allottee/s agree(s) that he/she/it/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes.

4.4.15 Without prejudice to what is stated at Clause 7.3 below, in the event the Allottee/s intend(s) to sell, transfer, lease, license, assign and/or deal with or dispose of the said Premises and/or the Allottee/s' benefit/s under this Agreement, then the Promoter shall be entitled to a right of first refusal to the said Premises as well as the Allottee/s' right(s), title and interest under this Agreement ("ROFR"), which shall be exercised in the following manner:-

4.4.15.1 The Allottee/s shall address a letter ("Offer Letter") to the Promoter stating therein (i) the name and address of the proposed transferee (ii) the proposed sale price (such sale price shall be denominated in rupees i.e. INR) and hereinafter referred to as "Offer Price"), including the proposed amount and consideration and terms and conditions offered by such proposed transferee, (iii) the date of consummation of the proposed sale, (iv) a representation that the proposed transferee has been informed of the terms this Agreement and in particular, the terms embodied into this clause. The Offer Letter shall include a calculation of the fair market value of the said Premises and an explanation of the basis for such calculation.

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4.4.15.2 In the event the Promoter wishes to exercise the ROFR upon the said Premises, the Promoter shall, at its sole option, be entitled to purchase the said Premises under the Offer Letter at the Offer Price, in which case, the Promoter shall address a letter to the Allottee/s within a period of 7 (seven) days from the date of the



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4.4.16 The Promoter shall be entitled to call upon the Allottee/s to satisfy the Promoter either through the Allottee/s banker's commitment or in such other manner as may be determined by the Promoter, with regard to the Allottee/s's financial and other capabilities to pay the entire Sale Price and all other amounts to the Promoter and to complete the sale and transfer of the said Premises.

4.5 RIGHTS & ENTITLEMENTS OF THE PROMOTER BEING ESSENCE OF THE CONTRACT

The Allottee/s agree(s) that since the scheme of development of the Whole Project and the Larger Property placed before the Allottee/s as disclosed at Recital E above and in the ALPS envisages the development of the Whole Project and the Larger Property in a phased manner to the Full Development Potential, the Allottee has/have, after understanding the nature of the scheme, agreed to the rights and entitlements of the Promoter as listed in this Agreement and this Clause 4.5 and in Recitals E and G hereinabove and in the ALPS and particularly in respect of the Land Under Further Development, and the retention of these rights by the Promoter unto itself until completion of development of the Whole Project and the Larger Property as stated herein and as may be permissible under applicable law and these rights and entitlements shall be the essence of this Agreement. The Allottee/s agree(s), undertake(s) and confirm(s) that he/she/it/they will not obstruct, hinder or interfere with the development of the Whole Project and the Larger Property and/or the Adjoining Properties and all infrastructure thereon including common areas facilities and amenities as envisaged by the Promoter under the scheme of development.

5. PAYMENTS

5.1 With respect to any payments to be made by the Allottee/s to the Promoter in accordance with this Agreement, the Allottee/s agree(s), declare(s) and confirm(s) that:-

5.1.1 On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount, the Allottee/s shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default. It is clarified that the instalments of the Sale Price listed under schedule of payment stipulated in the **Eighth Schedule** hereunder are not listed in a serialised order. The Promoter will raise demand for payment of instalments of the Sale Price as mentioned in the **Eighth Schedule** as and when the corresponding milestone is achieved irrespective of whether any prior milestone has been achieved or not, and the Allottee/s agree/s not to raise any objection to the same.

5.1.2 The Allottee/s shall make all payments as mentioned in this Agreement to the Promoter together with relevant taxes through ~~an account payee~~ cheque/demand draft/pay order/wire transfer/RTGS/NEFT ~~in favour~~ of/to the account of the Promoter, which account is detailed in the **Seventh Schedule** hereunder written.

5.1.3 In case the Allottee/s enter(s) into any loan/financing arrangement with any bank/financial institution as envisaged at Clause 5.2 (**Loan & Mortgage**) below, such bank/financial institution shall be required to disburse all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed herein. If such bank/financial institution defaults in

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4.4.16 The Promoter shall be entitled to call upon the Allottee/s to satisfy the Promoter either through the Allottee/s banker's commitment or in such other manner as may be determined by the Promoter, with regard to the Allottee/s's financial and other capabilities to pay the entire Sale Price and all other amounts to the Promoter and to complete the sale and transfer of the said Premises.

4.5 RIGHTS & ENTITLEMENTS OF THE PROMOTER BEING ESSENCE OF THE CONTRACT

The Allottee/s agree(s) that since the scheme of development of the Whole Project and the Larger Property placed before the Allottee/s as disclosed at Recital E above and in the ALPS envisages the development of the Whole Project and the Larger Property in a phased manner to the Full Development Potential, the Allottee has/have, after understanding the nature of the scheme, agreed to the rights and entitlements of the Promoter as listed in this Agreement and this Clause 4.5 and in Recitals E and G hereinabove and in the ALPS and particularly in respect of the Land Under Further Development, and the retention of these rights by the Promoter unto itself until completion of development of the Whole Project and the Larger Property as stated herein and as may be permissible under applicable law and these rights and entitlements shall be the essence of this Agreement. The Allottee/s agree(s), undertake(s) and confirm(s) that he/she/it/they will not obstruct, hinder or interfere with the development of the Whole Project and the Larger Property and/or the Adjoining Properties and all infrastructure thereon including common areas facilities and amenities as envisaged by the Promoter under the scheme of development.

5. PAYMENTS

5.1 With respect to any payments to be made by the Allottee/s to the Promoter in accordance with this Agreement, the Allottee/s agree(s), declare(s) and confirm(s) that:-

5.1.1 On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount, the Allottee/s shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default. It is clarified that the instalments of the Sale Price listed under schedule of payment stipulated in the **Eighth Schedule** hereunder are not listed in a serialised order. The Promoter will raise demand for payment of instalments of the Sale Price as mentioned in the **Eighth Schedule** as and when the corresponding milestone is achieved irrespective of whether any prior milestone has been achieved or not, and the Allottee/s agree/s not to raise any objection to the same.

5.1.2 The Allottee/s shall make all payments as mentioned in this Agreement to the Promoter together with relevant taxes through ~~an account payee~~ cheque/demand draft/pay order/wire transfer/RTGS/NEFT ~~in favour of~~ to the account of the Promoter, which account is detailed in the **Seventh Schedule** hereunder written.

5.1.3 In case the Allottee/s enter(s) into any loan/financing arrangement with any bank/financial institution as envisaged at Clause 5.2 (**Loan & Mortgage**) below, such bank/financial institution shall be required to disburse ~~all~~ such amounts due and payable to the Promoter under this Agreement, in the same manner detailed herein. If such bank/financial institution defaults in

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disbursing/paying the sanctioned amounts or part thereof and/or reduces the eligibility of the loan as sanctioned or part thereof as payable to the Promoter in the manner detailed in the Eighth Schedule hereunder written, then the Allottee/s agree(s) and undertake(s) to pay such amounts to the Promoter in the manner detailed in the Eighth Schedule hereunder written, otherwise, the same shall be construed as a default on the part of the Allottee/s and the Promoter shall be entitled to exercise the provisions of Clause 5.1.6, Clause 5.1.7, Clause 5.1.8, Clause 5.1.9 and Clause 9 herein below. The Allottee/s further agree(s) and confirm(s) that in the event the Allottee/s enter(s) into any loan/financing arrangement with any bank/financial institution as envisaged at Clause 5.2 (Loan & Mortgage), the Allottee/s shall give his/her/their/its irrevocable consent to such bank/financial institution to make/release the payments, from the sanctioned loan, towards the Sale Price directly to the bank account of the Promoter, based on the payment schedule as described herein, upon receiving the demand letter/notice from the Promoter addressed to the Allottee/s and to the bank/financial institution, under intimation to the Allottee/s.

5.1.4 The timely payment of all the amounts payable by the Allottee/s under this Agreement (including the Sale Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottee/s that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter demonstrating despatch of such intimation to the address of the Allottee/s as stated at Clause 16 (Notice) including by e-mail, shall be conclusive proof of service of such intimation by the Promoter upon the Allottee/s, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

5.1.5 In the event of delay and/or default on the part of the Allottee/s in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee/s, the said unpaid tax, levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

5.1.6 The Promoter shall have a first and prior charge on the said Premises with respect to any amounts due and payable by the Allottee/s to the Promoter under this Agreement.



If the Allottee/s fail(s) to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the Interest Rate (i.e. State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon) in terms of this Agreement, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate in terms of this Agreement.

5.1.8 Without prejudice to the right of the Promoter to charge interest at the Interest Rate in terms of this Agreement, and any other rights and remedies available to the Promoter, either (a) on the Allottee/s committing default in payment on the due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied

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by concerned local authority and other outgoings) and/or (b) the Allottee/s committing 3 (three) defaults of payment of instalments of the Sale Price, the Promoter shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s ("Default Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s, of its intention to terminate this Agreement with detail(s) of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail(s) to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("Promoter Termination Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s. On the receipt of the Promoter Termination Notice by the Allottee/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Clause and without prejudice to the other rights, remedies and contentions of the Promoter, the Promoter shall be entitled to forfeit the Earnest Money as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty. Upon registration of the deed of cancellation in respect of the said Premises and upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to another allottee and receipt of the sale price thereon, the Promoter shall after adjusting the Earnest Money, refund to the Allottee/s, the balance amount, if any of the paid-up Sale Price and after also deducting interest on any overdue payments, incentives/discounts/benefits of any nature whatsoever if passed on to the Allottee/s under the transaction contemplated herein with respect to the said Premises, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose off the said Premises in the manner it deems fit and proper.

- 5.1.9 Notwithstanding anything to the contrary contained herein, it is agreed that the Promoter shall have the irrevocable and unconditional right and entitlement to apply and/or appropriate and/or adjust any and all the amounts paid by the Allottee/s to the Promoter either under or pursuant to this Agreement or otherwise, in such manner and in such order and against such amounts payable by the Allottee/s to the Promoter under this Agreement including any amount that may be outstanding on account of non-payment of TDS or non-submission of TDS certificate, as the Promoter may in its sole discretion deem fit.

- 5.1.10 The details of the respective Permanent Account numbers of the Promoter and the Allottee/s is/are as more particularly mentioned in the Schedule hereunder written.

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5.2 Loan & Mortgage:

For payment of instalments of the Sale Price and all other amounts due and payable in terms of this Agreement to the Promoter, the Allottee/s shall be



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entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee/s for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee/s has/have defaulted in making payment of the Sale Price and/or other amounts payable by the Allottee/s under this Agreement.

5.2.2 All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee/s. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

5.2.3 The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Price and balance other amounts payable by the Allottee under this Agreement and in terms of Clause 7.1.5 herein below, and shall also observe and be compliant with the terms of Clause 5.1.3 of this Agreement.

6. CAR PARKING SPACE/S

6.1 The Promoter shall provide to the Allottee/s, without charging or levying any price or compensation or consideration or fee of any nature, permission to park the Allottee/s's own vehicle and also for parking guests/visitors' vehicle and for no other purpose whatsoever, in the Basements to Podiums Areas in the Whole Project as a common area and more particularly mentioned in the **Seventh Schedule** hereunder written. The exact location and identification of such car parking space/s in the Basements to Podiums Areas in the Whole Project will be finalized by the Promoter only upon completion of the Real Estate Project in all respects.



The Promoter has allocated/shall be allocating other car parking spaces to other Allottee/s of premises in the Real Estate Project, Elysian Tower A, the Exquisite Residential Component, the Esquire Residential Component, the Other Residential Component, the Non-Residential Component, the Reservation/Other Users Building/s Component, any other buildings/towers/structures/wings in the Whole Project (including as presently shown as Wing C of Commercial Building No.2 on ALPS) in the Basements to Podiums Areas in the Whole Project and the Allottee/s shall not raise any objection in that regard.

7. ALLOTTEE/S' RIGHTS AND ENTITLEMENTS

7.1 Possession of the Premises:

7.1.1 The Promoter shall endeavour to complete the construction of the said Premises and obtain the Occupation Certificate from the MCGM for the said Premises by the date as more particularly mentioned in the Seventh Schedule hereunder written ("Completion Date"). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the		
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said Premises on the Completion Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-

- (a) Any force majeure events;
- (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (c) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;
- (d) Any other circumstances that may be deemed reasonable by the Authority including situations arising from epidemics, pandemics that result in disruptions to the Promoter's regular day to day functions and operations (including such as COVID-19 and other related/similar situations).

7.1.2 If the Promoter fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Premises to the Allottee/s on the Completion Date (save and except for the reasons as stated in Clause 7.1.1 above), then the Allottee/s shall be entitled to either of the following:-

- (a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("Interest Notice"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("the Interest Rate") for every month of delay from the Completion Date, on the Sale Price paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee/s; OR
- (b) the Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("Allottee Termination Notice"). On the receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s the amounts already received by the Promoter under this Agreement with the Interest Rate to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper.

7.1.3 In case if the Allottee/s elects his/her/their/its remedy under sub-clause 7.1.2 (a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under sub-clause 7.1.2 (b) above.

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7.1.4 The Limited Areas and Facilities are listed in the **Seventh Schedule** hereunder written. The Real Estate Project Amenities that may be usable by the Allottee/s are listed in the **Third Schedule** hereunder written. The Exclusive Amenities For Elysian that may be usable by the Allottee/s are listed in the **Fourth Schedule** hereunder written. The Whole Project Included Amenities that may be usable by the Allottee/s are listed in the **Fifth Schedule** hereunder written. The internal fittings and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Sixth Schedule** hereunder written. The disclosures pertaining to the Other Residential Exclusive Amenities, the Non-Residential Exclusive Amenities and the Limited Areas and Facilities have been made by the Promoter as mentioned at Recitals E and G above respectively.

7.1.5 Within 7 (seven) days of the obtainment of the Occupation Certificate from the MCGM, the Promoter shall give notice offering possession of the said Premises on a date specified therein to the Allottee/s in writing ("**Possession Notice**"). The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. It is clarified that the Promoter shall be liable to hand-over possession to the Allottee/s only on receipt of the requisite instalments of the Sale Price and all other amounts due and payable in terms of this Agreement including in accordance with the provisions of Clause 5 herein above.

7.1.6 The Allottee/s shall take possession of the said Premises within 15 (fifteen) days of the date mentioned in the Possession Notice.

7.1.7 Post receipt of the Possession Notice, the Allottee/s may undertake any fit out activities in the said Premises at his/her/its/their sole cost, expense and risk, after obtaining all the requisite approvals and permissions from the competent authorities and in accordance with the Fit-Out Guidelines (which shall be prepared by the Promoter which will be provided to the Allottee/s at the time of handing over possession of the said Premises) and after depositing such amount as may be specified by the Promoter as an interest-free deposit to secure compliance with the Fit Out Guidelines and, which will be refunded without interest upon completion of the fit outs in accordance with the Fit-Out Guidelines. The Allottee/s is/are aware that the said refund shall be subject to deduction of amounts towards damages, if any, to the Real Estate Project and its common areas etc., and/or any neighbouring flats/premises in the Real Estate Project and/or the equipment's installed therein and subject to the debris being completely removed from the Real Estate Project, the Whole Project and/or the Larger Property.



Upon receiving the Possession Notice from the Promoter as per Clause 7.1.5 above, the Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the Premises within the time provided in Clause 7.1.6 above, such Allottee/s shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Promoter.

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7.1.9 15 (fifteen) days from the date of receipt of the Occupation Certificate from the MCGM, the Allottee/s shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project, the Whole Project and the Larger Property including *inter-alia*, club house membership fee, development charges, electricity, gas connection, water meter charges, legal charges, society formation charges, share application charges, corpus fund, local taxes including property taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the Whole Project and/or the Larger Property. Until the Society is formed and the Society Conveyance is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee/s further agree(s) that till the Allottee/s's share is so determined by the Promoter at its sole discretion, the Allottee/s shall pay to the Promoter provisional monthly contribution as mentioned in the **Tenth Schedule** hereunder written. It is further clarified and agreed that the Allottee/s shall be liable to bear and pay such monthly contribution/maintenance charges from the date(s) specified in this Agreement irrespective of whether or not the Allottee/s has/have taken possession of the said Premises. For the purposes of this clause, the expression "Promoter" includes its nominee/s.

7.1.10 The Allottee/s shall, before delivery of possession of the said Premises in accordance with this Clause 7, deposit such amounts as mentioned in the **Ninth Schedule and Tenth Schedule** hereunder written with the Promoter. The amounts as more particularly mentioned in the **Ninth Schedule** hereunder written are not refundable and can be appropriated by the Promoter and no accounts or statement will be required to be given by the Promoter to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter. The Allottee/s shall make payments of such amounts as more particularly mentioned in the **Ninth Schedule and Tenth Schedule** hereunder to the bank account of the Promoter, as detailed in the **Seventh Schedule** hereunder written. The unspent balance, if any, of the amounts mentioned in the **Tenth Schedule** hereunder written, shall be delivered by the Promoter to the Society, without interest. For the purposes of this clause, the expression "Promoter" includes its nominee/s.

7.1.11 If within a period of 5 (five) years from the date of receipt of the Occupation Certificate of the Real Estate Project, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter compensation for such defect (at actuals) in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work

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undertaken by the Allottee/s and/or any other allottee/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Allottee/s is/are aware and agree(s) and confirm(s) that the said Premises shall be of RCC structure with normal brick/block wall/dry wall with gypsum/putty/cement plaster. The Allottee/s is/are aware that the Real Estate Project is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Real Estate Project at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee/s/the Society/the Other Societies/the Apex Body shall have no claim(s) of whatsoever nature against the Promoter in this regard.

7.1.12 The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for residential purpose. The Allottee/s shall use the car parking space/s only for purpose of parking vehicle and shall not park his/her/their vehicles at any other location on the Larger Property.

7.1.13 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 MCGM at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Allottee/s, obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Premises.

7.1.14 Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the said Premises and handing over the said Premises to the Allottee/s after receiving the Occupation Certificate in respect thereof and the Real Estate Project Amenities. Similarly, the Allottee/s shall make timely payments of all instalments of the Sale Price and other dues payable by him/her/them/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

Common Areas Facilities & Amenities:



The Allottee/s shall not have any right, title, interest, etc. in respect of the common areas and such other areas as may be designated as common areas by the Promoter, and the Allottee/s is/are aware that he/she/it/they shall only be permitted to use the Real Estate Project Amenities, the Exclusive Amenities for Elysian, the Whole Project Included Amenities and the Central Club House (if the Promoter decides to construct and provide the same) in common with other allottee/s and users in the Real Estate Project, Elysian Tower A, the Other Residential Component, the Whole Project, the Adjoining Properties and the Promoter and its contractors, workmen, agents, employees, personnel and consultants, including the car parking space/s mentioned in the **Seventh Schedule** hereunder written. The Allottee/s is/are also aware that the Promoter has/shall designated/designate certain common area, facilities and amenities as the Exclusive Amenities for Exquisite, Exclusive Amenities for Esquire, the Exclusive Amenities for Commerz Buildings, the Exclusive Amenities for Commerz III Building, the Exclusive Amenities for Non-Residential Unit/s, the Exclusive Amenities for Towers D & E of Residential

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Building No.3, the Non-Residential Exclusive Amenities and the Exclusive Amenities for Reservation/Other Users Building/s Portion of the Larger Property and which shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottees/occupants of Elysian Tower A, the Exquisite Residential Component, the Esquire Residential Component, the Commerz Buildings, the Commerz III Building, the Non-Residential Unit/s, the Other Residential Component, the Non-Residential Component, Reservation/Other Users Building/s, and, shall not be available to the Allottee/s or any other allottees/occupants of apartments/flats in the Real Estate Project.

7.2.2 In the event the Allottee/s is desirous of availing any of the optional fittings/furniture/fixtures/equipment in respect of the said Premises as set out in the **Seventh Schedule** ("Optional Fittings/Furniture/Fixtures/Equipment"), then the Allottee/s agree(s) and confirm(s) that the same shall be made available at his/her/their/its cost and expense as may be informed by the Promoter. The Allottee/s further agree(s) to promptly bear and pay the necessary costs, charges and expenses in this regard, together with all taxes including GST (if applicable), Service Tax, VAT and all other indirect taxes thereon.

7.2.3 The Whole Project Included Amenities and any other areas as may be designated by the Promoter including common open areas, common landscapes and driveways etc. in/on the Whole Project/Larger Property/Adjoining Properties shall be an integral part of the layout of the development of the Whole Project and the Larger Property including the neighboring buildings/towers on the Larger Property/the Adjoining Properties and neither the Allottee/s nor any person or entity on the Allottee/s's behalf shall, at any time claim any exclusive rights with respect to the same.

7.2.4 The Allottee/s undertake(s) to not raise any objection to or interfere with the use of the aforesaid areas by the aforesaid persons, notwithstanding that there may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common use, access and entry.

7.2.5 The Allottee/s shall be required to pay a 1 (one) time non-refundable membership fee with respect to the club house as specified in this Agreement.

7.2.6 It is also clarified that certain facilities shall have usage charges in addition to the said membership fees and the same shall be paid by the Allottee/s as and when demanded by the Promoter along with applicable taxes thereon.

7.2.7 The rights and entitlements of the Allottee/s under this Agreement are restricted to the right and entitlement to receive the said Premises subject to the terms and conditions of this Agreement.

7.2.8 The Allottee/s shall at no time demand partition of the said Premises and/or the Real Estate Project and/or Elysian Tower A, the Exquisite Residential Component, the Esquire Residential Component and/or the Commerz Buildings and/or the Commerz III Building and/or the Non-Residential Unit/s and/or the Other Residential Component and/or the Non-Residential Component and/or the Reservation/Other Users Building/s Component and/or the Basements to Podiums Areas in the Whole Project and/or the Whole Project and/or the Larger Property.

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7.3 Transfer of the said Premises:

The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid and without the prior written permission of the Promoter.

8. COVENANTS OF THE ALLOTTEE/S

The Allottee/s by himself/herself/itself/themselves with intention to bind all persons into whose hands the said Premises and other premises may hereinafter come, hereby covenants with the Promoter as follows, for the purpose of *inter-alia* ensuring the soundness and safety of the Real Estate Project, the Whole Project, and the Larger Property, for maintaining the value of the Real Estate Project, the Whole Project and the Larger Property, and for ensuring that any easement in respect of any of the aforesaid remains unaffected.

8.1 Not to do or suffer to be done anything in or to the Real Estate Project, the said Premises, staircase, common areas or any passages which may be against the rules, regulations or bye-laws of the concerned authorities or change/alter or make addition in or to the Real Estate Project or to the said Premises itself or any part thereof and to maintain the said Premises (including sewers, drains, pipes) and appurtenances thereto at the Allottees/s' own cost in good repair and condition from the date on which the Allottee/s is/are permitted to use the said Premises and in particular so as to support, shelter and protect other parts of the Real Estate Project.

8.2 Not to raise any objection to the Promoter completing the construction of the Real Estate Project and the Whole Project (including additional floors on the Larger Property) in accordance with applicable law and this Agreement, without any interference or objection, whether prior to or subsequent to the Allottee/s taking possession of the said Premises.



Not to store anything in the refuge floor nor store any goods in the said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project or storing of which goods is objected to by the concerned authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other part of the Real Estate Project.

8.4 Not to change the user of the said Premises and to comply with stipulations and conditions laid down by the Promoter/its designated Project Manager or the Society with respect to the use and occupation of the said Premises.

8.5 Not to demolish or cause to be demolished the said Premises or any part thereof and in particular so as to support, shelter and protect other parts of the Real Estate Project.

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- 8.6 Not to make or cause to make any addition or alteration of whatsoever nature in the said Premises to ensure in particular support, shelter and protection of other parts of the Real Estate Project.
- 8.7 Not to make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent.
- 8.8 To keep the sewers, drains, pipes in the said Premises and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the Real Estate Project.
- 8.9 Not to cover or construct any thing on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
- 8.10 Not to make any alteration in the elevation and outside colour scheme of paint and glass of the Real Estate Project and not cover/enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do/cause to be done any hammering for whatsoever use on the external/dead walls of the Real Estate Project or do any act to affect the FSI/development potential of the Larger Property.
- 8.11 Not to do or permit to be done any renovation/repair within the said Premises. In the event of the Allottee/s carrying out any renovation/repair within the said Premises then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the Real Estate Project on account of such renovation/repair and the Promoter's obligation to rectify any defect(s) or compensate for the same as more particularly described in Clause 7.1.11 of this Agreement shall immediately cease and the Allottee/s/the Society/the Other Societies/the Apex Body shall have no claim(s) of whatsoever nature against the Promoter in this regard.

8.12 To maintain the aesthetics of the Real Estate Project and to ensure the quiet and peaceful enjoyment by all the allottee/s/occupants thereof and for the common benefit of all, and to preserve and maintain the safety, security and value of the said Premises, the Real Estate Project, the Whole Project and the Larger Property, the Allottee/s agree and covenant as follows:

- 8.12.1 Not to affix any fixtures or grills on the exterior of the Real Estate Project for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. The Allottee/s may fix grills on the inside of the windows. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertake(s) not to fix any grill having a design other than the standard design approved by the Promoter. If found that the Allottee/s has/have affixed fixtures or grills on the exterior of his/her/their premises for drying clothes or for any other purpose or that the Allottee/s has/have affixed a grill having a design other than the standard approved design, the Allottee/s shall forthwith become liable to pay a sum of Rs.1,00,000/- (Rupees One Lakh only) to the Promoter. Out of the said sum of Rs. 1,00,000/- (Rupees One Lakh only), the Allottee/s shall forthwith pay such amount as may be

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Not to at any time cause or permit any public or private nuisance or to use the loud speaker etc. in or upon the said Premises, the Real Estate Project or the Larger Property or any part thereof or do anything which

8.12.3 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or the refuge floor or any portion of the Larger Property and the Real Estate Project. If the Allottee/s or any members of the Allottee/s' family or any servant or guest of the Allottee/s commit(s) default of this sub-clause then the Allottee/s shall forthwith rectify any damage and default immediately at his / her own cost and shall also become liable to pay a sum of Rs.10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s' family or any servant or guest of the Allottee/s commit(s) default of this sub-clause. Upon conveyance to the Society and the Other Societies as stated at Clause 10.2, the Promoter shall hand over such amount to the Society exclusive of any interest thereon and the same shall be reflected in the accounts of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.



8.12.2 Not to install a window air-conditioner within or outside the said Premises. If found that the Allottee/s has/have affixed a window air conditioner or the outdoor condensing unit which projects outside the said Premises, the Allottee/s shall forthwith become liable to pay a sum of Rs.1,00,000/- (Rupees One Lakh only). Out of the said sum of Rs.1,00,000/- (Rupees One Lakh only), the Allottee/s shall forthwith pay such amount as may be determined by the Promoter to enable the Promoter to rectify the same to be in compliance with design approved by the Promoter and carry out repairs to the damages that has been caused to the Real Estate Project because of the installation of a window air-conditioner or the outdoor condensing unit or otherwise, and the Allottee/s shall forthwith hand over the balance amount to the Promoter. Upon conveyance of the Society and the Other Societies as stated at Clause 10.2 below, the Promoter shall hand over such balance amount to the Society exclusive of any interest thereon, and the same shall be reflected in the accounts of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.

determined by the Promoter to rectify the same out repairs to the damages that has been caused to the Real Estate Project because of the fixtures and/or grills or otherwise, and the Allottee/s shall forthwith hand over the balance amount to the Promoter. Upon conveyance to the Society and the Other Societies as stated at Clause 10.2 below, the Promoter shall hand over such balance amount to the Society exclusive of any interest thereon, and the same shall be reflected in the accounts of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.

shall cause an annoyance, inconvenience, suffering, hardship or disturbance to the occupants or to the Promoter. The Allottee/s shall ensure that the Allottee/s's pets and/or domesticated animals, if any, in or upon the said Premises, the Real Estate Project or the Larger Property or any part thereof shall not enter the restricted areas/no entry zones as may be designated by the Promoter in the Real Estate Project/the Larger Property and/or pose a health or safety hazard and/or cause nuisance to the other occupiers of the Real Estate Project/the Larger Property and or the lifts installed in the Real Estate Project. If the Allottee/s or the members of the Allottee/s's family or any servant or guest of the Allottee/s commit(s) default of this sub-clause then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs. 10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s's family or any servant or guest of the Allottee/s commit(s) default of this sub-clause. Upon conveyance to the Society and the Other Societies as stated at Clause 10.2 below, the Promoter shall hand over such amounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.

8.12.5 Not to discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Premises and/or the Real Estate Project and/or the Larger Property and/or open spaces nor litter or permit any littering in the common areas in or around the said Premises and/or the Real Estate Project and/or the Larger Property and at the Allottee/s own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Premises and/or the Real Estate Project and/or open spaces to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities. If the Allottee/s or members of the Allottee/s family or any servant or guest of the Allottee/s commit(s) default of this sub-clause then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs.10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s family or any servant or guest of the Allottee/s commits default of this sub-clause. Upon conveyance to the Society and the Other Societies as stated at Clause 10.2 below, the Promoter shall hand over such amounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.

8.12.6 Not to do either by himself/herself/itself/himself or through any other person anything which may or is likely to endanger or damage the Real Estate Project and/or the Larger Property or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the Real Estate Project and/or the Larger Property. No damage shall be caused to the electricity poles,

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8.12.8 To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises, the Allottee's labourers/contractors shall be responsible for the removal of debris such as marble pieces or any waste materials/debris, from the said Premises on a daily basis. The Allottee's/labourers/contractors shall at their own cost remove such accumulated or placed in the common passages, corridors and basement or in any area within the Real Estate Project/Larger Property. If the Allottee/s or members of the Allottee's family or any servant or guest of the Allottee/s or any person employed by the Allottee/s shall commit(s) default of this sub-clause then the Allottee/s shall immediately take remedial action and shall also become liable to pay a

8.12.7 Not to display/permit to be displayed at any place in/upon the Real Estate Project and/or the Larger Property or any part thereof including on any construction thereon, any bills, posters, hoardings, advertisements, name boards, signboards including neon and illuminated, placards, posters, notice, advertisement, name plate, sign, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project or common area therein or in any other place or on the window, doors and corridors of the Real Estate Project. If the Allottee/s or members of the Allottee's family or any servant or guest of the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs. 10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee's family or any servant or guest of the Allottee/s commit(s) default of this sub-clause. Upon conveyance to the Society and the Other Societies as stated at Clause 10.2 below, the Promoter shall hand over same amounts to the Society exclusive of any interest thereon and the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.

outstanding and due from the Allottee/s to the Society in the Society's account. does/do not pay the aforesaid sum, the same shall be shown as amounts accounts of the Allottee/s with the Society and if the Allottee/s exclusive of any interest thereon and the same shall be reflected in the 10.2 below, the Promoter shall hand over such amounts to the Society conveyance to the Society and the Other Societies as stated at Clause guest of the Allottee/s commit(s) default of this sub-clause. Upon Allottee/s or any members of the Allottee's family or any servant or shall also become liable to pay a sum of Rs. 10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the clause then the Allottee/s shall immediately take remedial action and or any servant or guest of the Allottee/s or members of the Allottee's family Larger Property. If the Allottee/s or members of the Allottee's family cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the Real Estate Project and/or the

sum of Rs. 10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s family or any servant or guest of the Allottee/s commit(s) default of this sub-clause. Upon conveyance to the Society and the Other Societies as stated at Clause 10.2 below, the Promoter shall hand over such amounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.

The aforesaid amounts shall be payable by the Allottee/s in addition to the cost of rectification for the default committed. In the event the Allottee/s fail(s) to rectify the default within 15 (fifteen) days from committing such default at the Allottee/s own cost, then the Promoter shall be entitled to send a notice to the Allottee/s intimating the Allottee/s that the Promoter shall, within a period of 48 (forty-eight) hours from the date thereof, enter the said Premises to rectify such defect. After such 48 (forty-eight) hour period, the Promoter through its agents, shall have a right to enter upon the said Premises and dismantle at the Allottee/s' cost, such fixtures or grills or air conditioner or the outdoor condensing unit or such other fixture which is/are in contravention of this sub-clause or any other provision of this Agreement.

8.13 Not to violate and to abide by all rules and regulations framed by the Promoter / its designated Project Manager or by the Society or the Apex Body, for the purpose of maintenance and up-keep of the Real Estate Project and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises and to generally comply with building rules, regulations and bye-laws for the time being of the concerned authority and of government and other public bodies.

8.14 Not to violate and to observe and perform all the rules and regulations which the Promoter/ its designated Project Manager or the Society or the Apex Body may have at its inception and the additions or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned authority and of government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Promoter/its designated Project Manager or the Society regarding the occupation and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

8.15 Not to object or cause any impediment to the right and authority of the Promoter and its workmen, staff, employees, representatives and agents and all other users/allottee/s of premises on the Larger Property to the access, ingress and egress into and upon the Larger Property including the Real Estate Project, the Whole Project, Elysian Tower A, the Exquisite Residential Component, the Esquire Residential Component, the Commerz Buildings, the Commerz III Building, the Non-Residential Unit/s, the Other Residential Component, the Residential Component, the Reservation/Other Users Building/s

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Component, the said Basements to Podiums Areas in the Whole Project, the Real Estate Project Amenities, Exclusive Amenities for Elysian, the Exclusive Amenities for Towers D & E of Residential Building No.3, the Exclusive Amenities for the Reservation/Other Users Building/, the Whole Project Included Amenities, the Exclusive Amenities for Exquisite, the Exclusive Amenities for Esquire, the Exclusive Amenities for Commerz Buildings, the Exclusive Amenities for Commerz III Building, the Exclusive Amenities for Non-Residential Unit/s, the Non-Residential Exclusive Amenities, and the FOB Accesses/Pathways/Roadways without any restriction or interference whatsoever including for the purpose of maintenance repair and upkeep of the electricity, communication and utility lines, cables and meters etc or any other reason, notwithstanding that there shall or may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common access and entry.

- 8.16 Not do or permit or suffer to be done anything in or upon the said Premises or any part of the Real Estate Project or any part of the Larger Property which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoter shall not be responsible to the Allottee/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the the Real Estate Project and the Allottee/s shall not hold the Promoter so liable.
- 8.17 Not to obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, in or on the common stairways, refuge areas, corridors and passageways in and of the Real Estate Project.
- 8.18 Not to, in any manner, enclose any flower beds/planters/ledges/pocket terrace/s/deck areas and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Premises and shall keep the same unenclosed at all time.



8.19 Not to affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Real Estate Project or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or any other thing whatsoever save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter.

Not park at any other place and shall park all cars in the car parking space/s only as may be permitted/allotted by the Promoter.

- 8.21 Shall cause the Society to paint the Real Estate Project at least once in every 5 (five) years maintaining the original colour scheme even after the conveyance to the Society as stated at Clause 10.2 below and the land comprised in the Larger Property in favour of the Apex Body as stated at Clause 10.4 below and shall bear his/her/it's/their respective share of expenses to paint, repair, water

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proof and refurbish the Real Estate Project and to do all other acts and things for the upkeep and maintenance thereof and to bear and pay the proportionate costs, charges and expenses thereof as the Promoter may determine and to extend all co-operation, assistance and facilities for the same.

- 8.22 Not to object to the permission granted/to be granted by the Promoter to other flat allottee/s for the use of their respective appurtenant spaces and the car parking spaces.
- 8.23 Not to raise any objection and or claims about the unavailability of supply of water from MCGM and shall not raise any objection and/or claims regarding liability to bear and pay for alternate arrangements for water supply through tankers made for his/her/their convenience. The Allottee/s acknowledge(s) that the water connection from the MCGM shall be subject to availability and the rules, regulations and bye laws of the MCGM and agree not hold the Promoter responsible for the same. The Allottee/s is/are aware that alternate arrangements for water supply through tankers will be made for the Allottee/s' convenience. Expenses incurred for the same will be charged in the maintenance bill till the MCGM water connection is received.
- 8.24 Shall accept, follow abide by the Fit-Out Guidelines framed by the Promoter from time to time for maintenance and management of the said Premises and other rules and regulations, the Larger Property, the Whole Project, and the Real Estate Project and/or the security thereof or of the aesthetics and ambience of the Real Estate Project, it being clearly agreed that in the event the Allottee/s violate(s) the Fit-Out Guidelines and such other rules/regulations made from time to time, the Allottee/s shall be liable to make good and/or compensate for any loss and/or damage whatsoever, caused by the Allottee/s and/or by his employees or agents. Further, the Allottee/s shall ensure that the labourer, contractors appointed by the Allottee/s shall also strictly follow the same.
- 8.25 Not to do any act, deed, matter or thing during the course of fit-out/furnishing the said Premises resulting in leakage/damage to the said Premises or other flats/premises in the Real Estate Project or its common passages, staircases etc. and shall be responsible to make good such leakages, damages (if any caused) entirely at his/her/their costs and expenses.
- 8.26 Not to, make any structural/internal masonry/dummy flooring/plumbing changes in any manner whatsoever.
- 8.27 Not to obstruct/close the drain out points of the aluminum window tracks while laying the flooring materials, in order to avoid any water seepage and retention in the slab.
- 8.28 Shall on completion of the fit-outs of the said Premises, submit to the Promoter without delay a completion letter stating therein that the fit-outs of the said Premises have been carried out in accordance with the approved plans.
- 8.29 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Larger Property, the Whole Project and the Real Estate Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

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- 8.30 If any allottee/s/occupants in the Real Estate Project including the Allottee/s make any internal structural/non-structural changes to any premises in the Real Estate Project including the said Premises, the Promoter shall stand discharged of all its expressed and implied warranties under this Agreement.
- 8.31 To rectify and make good any breach or default of any of the covenants contained in this Clause 8, without prejudice to any rights and remedies available to the Promoter, at its sole cost expense and risk. It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this Clause 8 by the Allottee/s shall be of the essence of this Agreement.
- 8.32 The Allottee/s agree(s) and covenant(s) that the, Exclusive Amenities for Exquisite, the Exclusive Amenities for Esquire, the Exclusive Amenities for Commerz Buildings, the Exclusive Amenities for Commerz III Building, the Exclusive Amenities for Non-Residential Unit/s, the Exclusive Amenities for Towers D & E of Residential Building No.3, the Non-Residential Exclusive Amenities and the Exclusive Amenities for Reservation/Other Users Building/s Portion of the Larger Property, Non-Residential Exclusive Amenities shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottees/occupants of the Exquisite Residential Component, the Esquire Residential Component, the Commerz Buildings, the Commerz III Building, the Non-Residential Unit/s, the Towers D & E of Residential Building No.3, the Non-Residential Component and the Reservation/Other Users Building/s, and, shall not be available to the Allottee/s or any other allottees/occupants of apartments/flats in the Real Estate Project.
- 8.33 The Allottee/s agree(s) and covenant(s) that, the entry and exit points and access to the Real Estate Project shall be common to all other allottee/s, users and occupants in the Whole Project and on the Larger Property including to access all other buildings, towers and structures in the Whole Project and on the Larger Property. The Allottee/s agree(s) and covenant(s) to not demand any separate independent access and/or entry/exit point exclusively for himself/herself/themselves and/or any other allottee/s, users and/or occupants in the Real Estate Project. Further, the Allottee/s also agree(s) and confirm(s) that the Non-Residential Component including their respective amenities may have entry and exit points and access in common with other allottee/s in the Whole Project and/or may have independent and exclusive entry and exit points and access that shall not be usable by the Allottee and that shall be retained by the Promoter and not conveyed to the Apex Body and the Allottee/s has/have no objection to such arrangement.



The Allottee/s agree(s) and covenant(s) that the designated recreation ground areas and the Central Club House, if any, forming part of the Whole Project, shall be common to all the allottee/s, users and occupants in the Whole Project including all buildings, towers and structures thereon and the Allottee/s shall not and/or cause the Society to claim any sole right(s), title, interest with respect to the same. The Allottee/s further agree(s) and covenant(s) that the Society prevent access of the designated recreation ground areas to the allottee/s/occupants of the Whole Project.

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- 8.35 The Allottee/s is/are aware that the entire Larger Property and Whole Project, is a single integrated common layout. The Allottee/s is/are further aware that the buildings/towers/structures/areas/spaces comprised in the Larger Property and the Whole Project, would require to be renovated, repaired, redeveloped, restored and/or reconstructed at some point in the future, especially having regard to the life of buildings / structures / areas and/or events (including force majeure circumstances) that may necessitate any or all of the aforesaid. In light of what is stated hereinabove, the Allottee/s and all his/her/its/their successors / assigns (in any manner howsoever) with intention to become bound by the terms of this Agreement including this Clause 8.35, hereby covenant with the Promoter and all their assigns and/or any other persons as may be authorised by the Promoter, that the Promoter, its workmen, staff, employees, representatives and agents and their assigns and/or any other persons as may be authorised by the Promoter, shall always be entitled and authorised (without being obliged), even after the Society Conveyance, the Other Societies' Conveyance and the Apex Body Conveyance, to repair, reconstruct, redevelop, restore and/or renovate in any manner howsoever and whatsoever, the Non-Residential Component, the Non-Residential Exclusive Amenities, the Reservation/Other Users Building/s Component, the FOB Accesses/Pathways/Roadways, the Basements to Podiums Areas in the Whole Project or any part thereof, without any restriction or interference whatsoever and the Allottee/s hereby undertakes and covenants to not raise any objection and/or claim in this regard and/or restrict any of the aforesaid. This Clause is one of the essences of this Agreement.
- 8.36 The Allottee/s agree(s), confirm(s) and covenant(s) that the issuance of the Occupation Certificate with respect to the Real Estate Project by the competent authority(ies) shall mean and shall be construed that the Promoter has carried out the development and construction of the Real Estate Project in conformity with the sanctioned plans, approvals and permissions issued by the competent authority(ies) and the Allottee/s shall not raise any dispute(s), claim(s) and/or demand(s) with respect to the development and construction of the Real Estate Project.
- 8.37 The Allottee/s agree(s) and confirm(s) that the Promoter shall at all times have the right to propose joint open space for fire tender movement between the Real Estate Project and the remaining portions of the Whole Project and/or the Larger Property and the Allottee/s hereby consent(s) to the same.
- 8.38 Not to demand that a compound wall be constructed around the Real Estate Project.
- 8.39 The Allottee/s agree(s), covenant(s) and confirm(s) that the Allottee/s is/are aware that the car parking space/s (as mentioned in the **Seventh Schedule**) that the Allottee/s shall be permitted to use, shall be located within the Basements to Podiums Areas in the Whole Project. The Promoter hereby discloses to the Allottee/s that the Promoter is entitled to use portions of the Basements to Podiums Areas in the Whole Project (including below/appurtenant to the Real Estate Project) for the occupants of the Non-Residential Component or such other user/s / occupants as the Promoter may deem fit. The Allottee/s hereby accords his/her/their irrevocable consent for the same and confirms that he/she/it is aware that such portions of the Basements to Podiums Areas in the Whole Project shall not be available to the Allottee/s or any other occupants of apartments/flats in the Real Estate Project.



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8.40 Considering that there shall be multiple car parking spaces for the Whole Project, the Promoter shall in due course formulate rules and regulations for operating and maintaining the entire Basements to Podiums Areas in the Whole Project. The Allottee/s shall be bound to adhere to such rules and regulations and shall fully cooperate with the Promoter and all other occupants while exercising its permission to use the car parking space/s allotted to the Allottee/s as mentioned in the **Seventh Schedule**. The Society/Apex Body shall duly adopt such rules and regulations as formulated by the Promoter in this regard and ensure that the same are duly enforced in the interests of each of the allottees. The non-adherence to such rules and regulations by the Allottee/s shall lead to forfeiture of the Allottee/s' rights to use the car parking space/s allotted to the Allottee/s as mentioned in the **Seventh Schedule**.

8.41 The Allottee/s also agree(s) and confirm(s) that various portions within the Basements to Podiums Areas in the Whole Project, may have common entry and exit points and access for the allottee/s / user/s / occupant/s of the Whole Project (including allottee/s of the Real Estate Project) and/or may have independent and exclusive entry and exit points and access that shall not be usable by the Allottee or any other allottee/s in the Real Estate Project and that the Allottee/s has/have no objection to such arrangement. The Allottee/s is aware and agree(s) and confirm(s) that the allottee/s including the allottee/s of the Non-Residential Component and the Reservation/Other Users Building/s Component, shall at all times have the right of way to the Basements to Podiums Areas in the Whole Project.

9. EVENTS OF DEFAULT

9.1 If one or more of the events or circumstances set out in Clause 9.2 ("Event of Default") shall have happened, then the Promoter shall call upon the Allottee/s by way of a written notice ("Rectification Notice") to rectify the same within a period of 15 (fifteen) days from the date thereof ("Cure Period"). If the Allottee/s fails to rectify such Event of Default within the Cure Period, then the same shall be construed as a default ("Default").

9.2 Subject to Clause 9.1 above, the following events shall be construed as a Default,-

9.2.1 If the Allottee/s delay(s) or commit(s) default in making payment of any installment or any other amount payable under this Agreement, including taxes, etc. or otherwise, including as set out in this Agreement;

9.2.2 If the Allottee/s fails to take possession of the said Premises in terms of Clause 7.1 above;

9.2.3 If the Allottee/s commit(s) breach of any terms, conditions, covenants, undertakings and/or representations and/or warranties as given by him/her/it in this Agreement (including in Clause 8 (Covenants of the Allottee/s) above and/or any other writings and/or the terms and conditions of layout, IOD, U.L.C. Permissions, N.O.C. and other sanctions, permissions, undertakings and affidavits etc.;

If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up or dissolved;



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9.2.5 If the Allottee/s is/are, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;

9.2.6 If a Receiver and/or a Liquidator and/or Official Assignee or any person is appointed for the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s;

9.2.7 If any of the assets and/or properties of the Allottee/s is/are attached for any reason whatsoever under any law, rule, regulation, statute etc.;

9.2.8 If any execution or other similar process is issued and/or levied against the Allottee/s and/or any of the Allottee/s' assets and properties;

9.2.9 If the Allottee/s has/have received any notice from the Government of India (either Central, State or Local) or any foreign Government for the Allottee/s's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them; and/or

9.2.10 If any of the aforesaid have been suppressed by the Allottee/s.

9.3 Consequences of Default:

9.3.1 On the occurrence of a Default, then and in that event, the Promoter shall, without prejudice to any and all other rights and remedies available to it under law, be entitled (but not obliged) to exercise its rights as mentioned at Clauses 5.1.3 hereinabove

9.3.2 It is agreed that all the rights and remedies of the Promoter, including aforesaid rights and remedies of the Promoter, are cumulative and without prejudice to one another.

10. FORMATION OF THE SOCIETY & APEX BODY

10.1 Formation of the Society:

10.1.1 The Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee/s and other allottees of units/premises in the Real Estate Project in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.

10.1.2 The Allottee/s shall, along with other allottees of premises/units in the said Real Estate Project join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises of the Real Estate Project alone shall be joined as members ("the Society").

For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers.



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writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority. The Allottee/s also accept(s) and agree(s) that certain changes may be required to the application forms and other writings including the society register to be filled up, including deletion and substitution of the Allottee/s/other allottees in the said Real Estate Project consequent to sale and transfer of the said Premises/their respective premises, and the Allottee/s shall not object to the same.

10.1.4. The name of the Society shall be solely decided by the Promoter.

10.1.5. The Society shall admit all allottee/s of flats and premises in the said Real Estate Project as members, in accordance with its bye-laws.

10.1.6. The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the said Real Estate Project, if any.

10.1.7. The Promoter has prior to hereof, formed a co-operative housing society comprising solely of the allottees of units/premises in the Exquisite Residential Component, in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("Exquisite Society").

10.1.8. The Promoter has prior to hereof, submitted application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in the Esquire Residential Component, in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("Esquire Society").

10.1.9. The Promoter shall similarly submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in Elysian Tower A, in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("Elysian Tower A Society").



The Promoter shall similarly submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in each of Towers C, D and E of the Other Residential Component in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("Other Residential Component Societies").

10.1.11. For the purposes of this Agreement, Elysian Tower A Society, the Exquisite Society, the Esquire Society and the Other Residential Component Societies shall hereinafter be collectively referred to as "the Other Societies". In case the Reservation/Other Users Building/s is for residential user, the Promoter shall be entitled to form society/ies for the

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Reservation/Other Users Building/s and such society/ies shall also form part of the Other Societies.

10.1.12. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society / the Other Societies', including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society and their respective members/intended members including the Allottee/s, as the case may be, and the Promoter shall not be liable towards the same.

10.1.13. Upon formation of the Society, the Society shall be responsible at its own costs, charges and expenses for the operation and management and/or supervision of the said Real Estate Project including the Real Estate Project Amenities and such portions of the Basements to Podiums Areas in the Whole Project (which are designated by the Promoter for the car parking spaces of the members of the Society) and the Promoter shall not be responsible for the same and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

10.2 Conveyance to the Society:

10.2.1 Within 3 (three) months from the date on which the Promoter has duly sold all apartments/flats in the Real Estate Project and the Promoter has duly received the entire sale price and other monies from all allottees in the said Real Estate Project, the Real Estate Project inclusive of the Real Estate Project Amenities in the Real Estate Project shall be conveyed by the Promoter to the Society vide a registered indenture of conveyance ("Society Conveyance"), provided however that the Whole Project Included Amenities, the Exclusive Amenities for Exquisite, the Exclusive Amenities for Esquire, the Exclusive Amenities for Commerz Buildings, the Exclusive Amenities for Commerz III, the Exclusive Amenities for Non-Residential Unit/s, the Exclusive Amenities for Elysian, the Exclusive Amenities for Towers D & E of Residential Building No.3, the Non-Residential Exclusive Amenities, the Non-Residential Component, the Reservation/Other Users Component, the FOB Accesses/Pathways/Roadways (if any), the Central Club House (if any), the Basements to Podiums Areas in the Whole Project and the Larger Property shall be retained by the Promoter and shall not be conveyed to the Society. The Society shall be required to join in execution and registration of the Society Conveyance.

10.2.2 The Promoter shall execute and register similar conveyances to the Exquisite Society ("Exquisite Society Conveyance").

10.2.3 The Promoter shall execute and register similar conveyances to the Esquire Society ("Esquire Society Conveyance").

The Promoter shall execute and register similar conveyances to the Elysian Tower A Society ("Elysian Tower A Society Conveyance").

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10.2.5 The Promoter shall execute and register similar conveyances to the Other Residential Component Societies ("Other Residential Component Societies' Conveyance").

10.2.1 For the purposes of this Agreement, Elysian Tower A Society Conveyance, the Exquisite Society Conveyance, the Esquire Society Conveyance and the Other Residential Component Societies' Conveyance shall hereinafter be collectively referred to as the "Other Societies Conveyance".

10.2.2 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges on the Society Conveyance/the Other Societies' Conveyance and the transaction contemplated thereby including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents shall be borne and paid by the Society alone and the Promoter shall not be liable towards the same.

10.3 Formation of the Apex Body:

10.3.1 Within a period of 6 (six) months from the date of execution and registration of the last of the Society Conveyance and the Other Societies Conveyance and conveyance to any society/association of the Non-Residential Component (if any) and after obtainment of the Full Occupation Certificate of the last building/structure/tower/wing in the Whole Project and on the Larger Property, the Promoter shall submit application/s to the competent authorities to form a federation of societies comprising the Society and the Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("Apex Body")

10.3.2 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable towards the same.



10.4 Conveyance to the Apex Body:

Within a period of 6 (six) months of registration of the Apex Body, the Promoter and the Apex Body shall execute and register an Indenture of Conveyance ("Apex Body Conveyance") whereby the Promoter shall along with the Whole Project Included Amenities convey in favour of the Apex Body all its right, title and interest in the portion of the Larger Property that is remaining after:

- (a) handing over the stipulated percentage if any, to the MCGM or statutory authority;
- (b) developing and handing-over a public amenity;
- (c) handing-over set back land;
- (d) handing-over non-buildable/buildable reservations on the Larger

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- Property;
- (e) retaining non-buildable/buildable reservations on the Larger Property;
- (f) retaining the Commerz Buildings Portion of the Larger Property, the Commerz Buildings, the Exclusive Amenities for Commerz Buildings;
- (g) retaining the Commerz III Building Portion of the Larger Property, the Commerz III Building, the Exclusive Amenities for Commerz III Building;
- (h) retaining the Non-Residential Unit/s and also the portions of the Larger Property/Whole Project in which they are comprised, the Exclusive Amenities for Non-Residential Unit/s;
- (i) retaining the Non-Residential Portion of the Larger Property, the Non-Residential Component and the Non-Residential Exclusive Amenities;
- (j) retaining the Reservation/Other Users Building/s, the Reservation/Other Users Building/s Portion of the Larger Property, the Exclusive Amenities for the Reservation/Other Users Building/s Portion of the Larger Property;
- (k) retaining the FOB Accesses/Pathways/Roadways;
- (l) retaining the Central Club House (if any);
- (m) retaining such entry/exit points/gates that are exclusive to the Non-Residential Component and/or used in common for the Whole Project;
- (n) retaining the portions of the Basements to Podiums Areas in the Whole Project that are retained by the Promoter for the usage and service to the aforesaid; and;
- (o) retaining the undivided right, title and interest in the layout R.G. on the Larger Property proportionate to all the aforesaid.

10.4.2 It is clarified and agreed that the Apex Body Conveyance shall not include the Commerz Buildings Portion of the Larger Property, the Commerz Buildings, the Exclusive Amenities for Commerz Buildings, the Commerz III Building Portion of the Larger Property, the Commerz III Building, the Exclusive Amenities for Commerz III Building, the Non-Residential Unit/s, the Exclusive Amenities for Non-Residential Unit/s, the portions of the Larger Property/Whole Project in/upon which the Non-Residential Unit/s are comprised, the Non-Residential Portion of the Larger Property, the Non-Residential Component, the Non-Residential Exclusive Amenities, the Reservation/Other Users Building/s, the Reservation/Other Users Building/s Portion of the Larger Property, the Exclusive Amenities for the Reservation/Other Users Building/s Portion of the Larger Property, the FOB Accesses/Pathways/Roadways, the Basements and Podiums Areas as mentioned at Clause 10.4.1(n) above, and, the undivided right, title and interest in the layout R.G. on the Larger Property proportionate to all the aforesaid, which shall all be retained by the Promoter as the owner thereof and/or may be conveyed by the Promoter to such persons/entities as the Promoter may in its sole discretion deem fit and subject to the right and authority of the Promoter and its workmen, staff, employees, representatives and agents and all other users/tenants on the Larger Property to the access, ingress and egress into and upon any portion of the Larger Property including the Real Estate Project, the Whole Project, Elysian Tower A, Exquisite Residential Component, the Esquire Residential Component, the Commerz Buildings, the Commerz III Building, the Non-Residential Unit/s, the Other Residential Component, the Non-Residential Component, the Reservation/Other Users Building/s Component, the FOB Accesses/Pathways/Roadways, the Basements to Podiums Areas in the Whole Project that are retained by the Promoter as

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mentioned at Clause 10.4.1(n) above, the Real Estate Project Amenities, the Exclusive Amenities for Commerz Buildings, the Exclusive Amenities for Commerz III Building, the Exclusive Amenities for Non-Residential Unit/s, the Exclusive Amenities for Esquire, the Exclusive Amenities for Elysian, the Exclusive Amenities for Towers D & E of Residential Building No.3, the Exclusive Amenities for the Reservation/Other Users Building/s Portion of the Larger Property, the Whole Project Included Amenities and the Non-Residential Exclusive Amenities without any restriction or interference whatsoever. The relationship and contractual agreement between the Apex Body, the Promoter and such persons/entities as referred hereinabove shall be captured in such deeds, documents and writings as the Promoter may require to be executed and/or registered ("Retention & Inter-se Agreements").

10.4.3 It is clarified that the proportionate undivided right title and interest in the designated recreation ground areas/layout R.G. (after retention by the Promoter of proportionate undivided right, title and interest therein as mentioned at Clause 10.4.1(o) above) shall be conveyed only to the Apex Body and the Allottee/s shall not and/or cause the Society to claim any sole right(s), title, interest with respect to the same.

10.4.4 The Apex Body shall be required to join in execution and registration of the Apex Body Conveyance. Post the Apex Body Conveyance, the Apex Body shall be responsible for the operation and management and/or supervision of the Larger Property conveyed to the Apex Body including the Whole Project Included Amenities and the Promoter shall not be responsible for the same.

10.4.5 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the Apex Body Conveyance, the Retention & Inter-se Agreements and the transaction contemplated thereby, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable towards the same.

10.4.6 Neither the Apex Body nor the Society/the Other Societies shall ever claim and/or demand for partition of the Larger Property or any part thereof.

REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S

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

- 11.1 He/she/it/they/is/are not prohibited from entering into this Agreement and/or to undertake the obligations, covenants etc. contained herein or enter into this Agreement and/or to undertake the obligations, covenants etc. contained herein;
- 11.2 He/she/it/they/has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be;

No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/its assets and/or properties;



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- 11.4 None of his/her/their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- 11.5 No notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them;
- 11.6 No execution or other similar process is issued and/or levied against him/her/them and/or against any of his/her/their assets and properties;
- 11.7 He/she/it/they has/have not compounded payment with his/her/their creditors;
- 11.8 He/she/it/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- 11.9 He/she/it/they is/are not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the Larger Property and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments;
- 11.10 He/she/it has not indulged into any activity or offence relating money laundering; and
- 11.11 No notice has been received by or proceedings initiated against the Allottee/s under the provisions of the Prevention of Money Laundering Act.

The representations and warranties stated in this Clause 11 are of a continuing nature and the Allottee/s shall be obliged to maintain and perform such representations and warranties.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate,-

- 12.1 The Promoter has clear and marketable title and has the requisite rights to carry out development upon the Larger Property and also has actual, physical and legal possession of the Larger Property for the implementation of the Real Estate Project;
- 12.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- 12.3 There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee/s;
- 12.4 There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee/s;
- 12.5 All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits issued/to be issued by the competent authorities with respect to the Real Estate Project, have/shall be obtained by following due process of law

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and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;

- 12.6 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 Allottee/s created herein, may prejudicially be affected;
- 12.7 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 Larger Property and the said Premises, which will, in any manner, affect the rights of Allottee/s under this Agreement;
- 12.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- 12.9 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, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till possession is offered to the Allottee/s in accordance with Clause 7.1 above and thereupon shall be proportionately borne by the Society;
- 12.10 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 Larger Property) has been received or served upon the Promoter in respect of the Larger Property and/or the Real Estate Project except those disclosed to the Allottee/s.

13. NOMINEE

13.1 The Allottee/s hereby nominate/s the person identified in the Seventh Schedule hereunder written ("said Nominee") as his/her/their nominee in respect of the said Premises. On the death of the Allottee/s, the Nominee shall assume all the obligations of the Allottee/s under this Agreement and in respect of the said Premises, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee/s shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee/s.

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

14. INDEMNITY

The Allottee/s shall indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all demands, notices, claims, actions, proceedings, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from due to any breach by the Allottee/s of any of its covenants, representations and



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warranties under this Agreement or due to any act, omission, default on the part of the Allottee/s in complying/performing his/her/their obligations under this Agreement.

15. CONSTRUCTION OF THIS AGREEMENT

In this Agreement where the context admits:

15.1 Any reference to any statute or statutory provision shall include:

15.1.1 all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and

15.1.2 any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced.

15.2 any reference to the singular shall include the plural and vice-versa;

15.3 any references to the masculine, the feminine and/or the neuter shall include each other;

15.4 the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;

15.5 references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;

15.6 each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;

15.7 references to a person (or to a word importing a person) shall be construed so as to include:

15.7.1 an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and

15.7.2 that person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

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16.1 All notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the

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Allottee/s or the Promoter by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses as specified in the **Seventh Schedule** hereunder written.

- 16.2 It shall be the duty of the Allottee/s 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 Allottee/s, as the case may be.

17. COSTS & EXPENSES

The Allottee/s shall bear and pay all the amounts, taxes, charges, levies, duties, stamp duty (including deficit/additional stamp duty amount, if any, demanded by concerned authority(ies)), registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the Premises and on this Agreement and on the transaction contemplated herein.

18. OTHER TERMS

- 18.1 The Allottee/s is/are aware and acknowledge(s) and confirm(s) that pursuant to the notification issued by Government of Maharashtra under no. TPS-1820/AN-27/P.K.80/20/UD-13 dated 14th January 2021 read with MCGM circular under no. CHE/DP/155/Gen. dated 22nd February 2021 ("said Notifications"), the stamp-duty applicable on this Agreement shall be paid by the Promoter. The Allottee/s shall furnish to the Promoter the Certificate as per the said Notification and in the format as prescribed in the said Notifications. Further, the Allottee/s also acknowledge(s) and confirm(s) that the registration charges applicable on this Agreement shall be paid by the Allottee/s.

- 18.2 The Allottee/s is/are aware and agree(s) that as per the said Notifications the Promoter shall be required to fulfill certain conditions, including the condition to publish the list of persons to whom the Promoter has sold flats in the Real Estate Project. Accordingly, the Allottee/s confirm(s) and agree(s) that the Allottee/s is/are aware that the Promoter will be sharing the Allottee/s details with the concerned statutory/competent authorities and the Allottee/s have no objection in this regard and give his/their irrevocable consent to the Promoter for the same and the Allottee/s shall at no point in time raise any claim against the Promoter and/or its directors and/or its officers and/or its representatives of any nature whatsoever either through the Allottee/s himself/herself/themselves and/or any third party(ies) in this regard.



ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto and supercedes other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person. The show flat constructed by the Promoter and all furniture, items, electronic sales brochures, models, photographs, videos, illustrations, walk through, etc. provided to the Allottee/s or made available for the Allottee/s' viewing were merely an artists impression and creative imagination and shall not constitute a representation or warranty or declaration by the Promoter or any of its

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agents/employees/representatives and the Allottee/s shall not be entitled to make any claim upon the Promoter with respect to any item/component/facet that is not specifically agreed to be provided by the Promoter to the Allottee/s under this Agreement. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the said Premises and said car parking space/s between the parties hereto.

19.2 The Allottee/s is/are aware and agree(s) that this Agreement contains all the terms and conditions for allotment of the said Premises in favour of the Allottee/s.

19.3 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Real Estate Project, the Whole Project or the Larger Property or any part thereof.

20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

21. WAIVER

No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by it of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

22. SEVERABILITY

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

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE:

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project.

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24. FURTHER ASSURANCES:



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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.

25. PLACE OF EXECUTION:

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

26. The Allottee/s and/or Promoter shall present this Agreement 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.

27. JOINT ALLOTTEES:

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

28. DISPUTE RESOLUTION:

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

29. GOVERNING LAW:

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

30. RIGHT TO AMEND

Any amendment to this Agreement may only be valid by a written agreement between the Parties.

PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE ALLOTTEE/S/SUBSEQUENT ALLOTTEE/S

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 of the said Premises in case of transfer of the said Premises, as the said obligations go along with the said Premises for all intents and purposes.



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32. ALLOTTEE/S WHO IS/ARE NON-RESIDENT/FOREIGN NATIONAL OF INDIAN ORIGIN

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

IN WITNESS WHEREOF the parties have set and subscribed their respective hand and seal to these presents the day and year first hereinabove stated.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces and parcels of land or ground admeasuring approximately 2,09,076.40 square meters bearing CTS Nos. 95/4/B/1, 95/4/B/2, 95/4/B/3 and 95/4/B/4 of Village Dindoshi and CTS No. 590/A/A/1 of Village Pahadi Goregaon (East), situated in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows:

- On or towards East : By 18.30 mts wide DP Road,
- On or towards West : By 18.30 mts wide DP Road and Western Express Highway;
- On or towards North : By Village boundary of Chinchavali, CTS No. 100B/4 of Village Dindoshi and 18.30 mts wide DP Road,
- On or towards South : By Mohan Gokhale Road

THE SECOND SCHEDULE ABOVE REFERRED TO




Details of the land forming part of the Larger Property on which the Real Estate Project is being constructed and developed:

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A portion of plot of land admeasuring 1,611.27 square meters approximately on land bearing C.T.S. No. 95/4/B/4 of Village Dindoshi Goregaon (E), in P/South Ward, situated in the Registration Sub-District and District of Mumbai City and Mumbai Suburban forming part of the Larger Property and bounded as follows:



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On or towards the North : by C.T.S. No. 95/4/B/4 (pt);

On or towards the South : by C.T.S. No. 95/4/B/4 (pt);

On or towards the East : by C.T.S. No. 95/4/B/4 (pt);

On or towards the West : by C.T.S. No. 95/4/B/4 (pt).

Real Estate Project Specifications:

Sr. No.	Details	Tower B
1	Basements (including Lower Ground Level)	Up to 2 levels
2	Podiums	Up to 5 levels
3	Upper Floors	Up to 69 floors
4	Stilts	Up to 2 nos.

Real Estate Project FSI details:

Sr. No.	Details	Approximate Area in Square Meters
1	Total FSI sanctioned for the Real Estate Project	54,738.82
2	Total FSI proposed to be sanctioned for the Real Estate Project	90,000

THE THIRD SCHEDULE ABOVE REFERRED TO

Sr. No.	Real Estate Project Amenities
1.	Entrance Lobby with High Ceiling
2.	Lift, Lobby and Landings
3.	Corridors
4.	Staircase and Staircase Landings
5.	High Speed Elevators
6.	Servant's Toilet on Mid-Landings
7.	Refuge area.

THE FOURTH SCHEDULE ABOVE REFERRED TO

Sr. No.	Exclusive Amenities for Elysian
1.	Landscaped Garden
2.	CCTV in select common areas
3.	Children's play area
4.	Jogging Track
5.	2 Squash Courts
6.	Futsal Court
7.	Tennis Multipurpose Court
8.	Skating Rink



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9.	Swimming Pool
10.	Kid's Pool
11.	Pool Deck
12.	Gymnasium
13.	Yoga / Activity Room
14.	Function Room
15.	Mini Theatre
16.	Indoor Games
17.	Cycling Track
18.	Golf Simulator
19.	Spa, Steam
20.	Changing Rooms
21.	Cricket Net (open)
22.	Toddler's Play Area
23.	Open-Air Amphitheatre
24.	Party Lawns
25.	Meditation Area
26.	Jacuzzi
27.	Reflexology Path
28.	Senior Citizen Area

Space will be provided for the following common areas, facilities and amenities. These will be run by third party on chargeable basis

29.	Day Care
30.	Convenience Store
31.	Salon
32.	Launderette
33.	Doctor's Room/First Aid Room

Amenities being made available to allottees of Elysian and also to the allottees/users/occupants in Towers D & E of Residential Building No.3 and the Reservation/Other Users Building's Component

34.	Indoor Multipurpose Hall
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Space will be provided for the following common areas, facilities and amenities. These will be run by third party on chargeable basis, and will be made available to allottees of Elysian and also to the allottees/users/occupants in Towers D & E of Residential Building No.3 and the Reservation/Other Users Building's Component

35.	Café Lounge
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THE FIFTH SCHEDULE ABOVE REFERRED TO

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Sr. No.	Whole Project Included Amenities
	Common Driveways and fire tender paths for the Real Estate Project, the Esquisite Residential Component, the Esquire Residential Component and the Residential Component
	Common entry/exit gates with security cabins for the Real Estate Project, the



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Exquisite Residential Component, the Esquire Residential Component and the Other Residential Component

THE SIXTH SCHEDULE ABOVE REFERRED TO

Sr. No.	Details of Internal Fittings and Fixtures
1.	Imported marble flooring for living, dining, kitchen and all bedrooms
2.	Ceramic tiles/Vitrified tiles for Bathroom Flooring and Dado - Kajaria or RAK or Johnson or Nitco or equivalent.
3.	Wash basin counters
4.	Ceramic /Vitrified tiles dado 2 feet high above kitchen platform - Kajaria or RAK or Johnson or Nitco or equivalent
5.	Kitchen platform with stainless steel sink and drain board, Kitchen sink - Franke or Nirali or equivalent
6.	Anti-skid tiles in the Balcony areas (wherever applicable) - Kajaria or RAK or Johnson or Nitco or equivalent.
7.	Powder coated Aluminium windows
8.	Concealed Plumbing
9.	Branded C.P fittings - Toto or Kohler or Grohe or Jaquar or equivalent
10.	Branded Electrical switches - MK or Legrand or Schneider or Anchor or equivalent
11.	Laminated flush doors

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THE SEVENTH SCHEDULE ABOVE REFERRED TO

Sr. No.	Terms and Expressions	Meaning
1.	Said Premises	Flat No. 2905 on the 29th floor of Tower B being the Real Estate Project.
2.	Carpet area of the said Premises as per RERA	Admeasuring about 281.93 square metres equivalent to approximately 3034 square feet
3.	Sale Price	Rs.9,86,05,000/- (Rupees Nine Crore Eighty Six Lakh Five Thousand Only)
	(i) Sale Price towards the carpet area of the said Premises	Rs.9,86,05,000/- (Rupees Nine Crore Eighty Six Lakh Five Thousand Only)
	(ii) Proportionate Sale Price towards the Limited Areas and Facilities	NA
4.	Part Payment towards the Sale Price paid prior hereto	Rs.98,60,500/- (Rupees Ninety Eight Lakh Sixty Thousand Five Hundred Only)
5.	Bank Account of the Promoter	Oberoi Realty Limited - Elysian Tower B
6.	Car parking space/s	Permission to park in 1 (One) Car Parking Space/s (Configuration - Tandem) And 1 (One) Car Parking Space/s (Configuration - Single)
7.	Booking Date	31st October 2021
8.	Completion Date	30th June 2027
9.	Limited Areas and Facilities	NA
10.	Optional Fittings/Furniture/Fixtures/ Equipment (at such price to be determined by the Promoter)	(1) Split ACs/VRV (2) Wardrobe (3) Modular Kitchen
11.	Said Nominee	Name: Mrs. Lila Kanodia Relationship with Allottee/s: Mother Address of Nominee: 2502, Anmol Prestige, Off. S V Road, Goregaon (West), Mumbai 400104
12.	Contact Details	Promoter's email address: customer.service@oberoi realty.com Promoter's phone number: 022 66773333 Promoter's fax number: 022 66773334 Allottee/s email address: riteshkanodia@gmail.com Allottee/s phone number: 28712187 / 9920844072 Allottee/s fax number:
13.	PAN	Promoter's PAN : AABCK0235H Allottee/s PAN : ABWPK4540L / AIRPK1806F

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THE EIGHTH SCHEDULE ABOVE REFERRED TO

Sr. No.	Milestone	Percentage	Amount				
1.	At the time of Booking (being 50% of the Earnest Money)	10%	Rs.98,60,500/- (Rupees Ninety Eight Lakh Sixty Thousand Five Hundred Only)				
2.	To be paid on or before 29 th November 2021 upon Execution and Registration of the Agreement (Including balance 50% of the Earnest Money)	15%	Rs.1,47,90,750/- (Rupees One Crore Forty Seven Lakh Ninety Thousand Seven Hundred Fifty Only)				
3.	To be paid on or before 28 th January 2022	10%	Rs.98,60,500/- (Rupees Ninety Eight Lakh Sixty Thousand Five Hundred Only)				
4.	To be paid on or before 27 th February 2022	10%	Rs.98,60,500/- (Rupees Ninety Eight Lakh Sixty Thousand Five Hundred Only)				
5.	<p>Proportionate 70 installments on casting of the relevant 70 slabs</p> <p>Out of which 4 relevant slabs have been casted and the relevant amount of Rs.14,19,912/- towards the Sale Price is payable as below</p> <table border="1" data-bbox="347 1724 1103 2060"> <thead> <tr> <th>Particulars</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>To be paid on or before 27th February 2022 along with any further installments raised till then</td> <td>Rs.14,19,912/-</td> </tr> </tbody> </table>	Particulars	Amount	To be paid on or before 27 th February 2022 along with any further installments raised till then	Rs.14,19,912/-	25%	Rs.2,46,51,250/- (Rupees Two Crore Forty Six Lakh Fifty One Thousand Two Hundred Fifty Only)
Particulars	Amount						
To be paid on or before 27 th February 2022 along with any further installments raised till then	Rs.14,19,912/-						
	Completion of the walls, internal plaster, fittings and windows of the said Premises	5%	Rs.49,30,250/- (Rupees Forty Nine Lakh Thirty Thousand Two Hundred Fifty Only)				
	Completion of the staircases, lift wells, lobbies up to the floor level of the said Premises	5%	Rs.49,30,250/- (Rupees Forty Nine Lakh Thirty Thousand Two Hundred Fifty Only)				
8.	Completion of External Plumbing, External water, elevation, terraces with water proofing of the said Real Estate Project	5%	Rs.49,30,250/- (Rupees Forty Nine Lakh Thirty Thousand Two Hundred Fifty Only)				
9a.	Completion of the lifts, water pumps, of the Real Estate Project appertain of the said Real Estate Project.	5%	Rs.49,30,250/- (Rupees Forty Nine Lakh Thirty Thousand Two Hundred Fifty Only)				



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9b.	Completion of the electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, paving of areas of the Real Estate Project	5%	Rs.49,30,250/- (Rupees Forty Nine Lakh Thirty Thousand Two Hundred Fifty Only)
10.	At the time of handing over of the possession of the said Premises to the Allottee/s on/after receipt of the Occupation Certificate with respect to the said Premises and after completion/installation of the door to the said Premises and installation of sanitary fittings in the said Premises.	Balance amount	Rs.49,30,250/- (Rupees Forty Nine Lakh Thirty Thousand Two Hundred Fifty Only)

THE NINTH SCHEDULE ABOVE REFERRED TO

Sr. No.	Particulars	Amount (Rs.)
1.	Charges towards formation and registration of the Society and the Apex Body, along with applicable taxes	5,000/-
2.	Deposit towards water, electricity, and other utility and services connection charges	To be paid to the utility supplier at actuals
3.	One-time non-refundable membership fee with respect to the club house forming part of the Real Estate Project (taxes to be paid separately by the Allottee/s at applicable rates)	4,00,000/-
4.	All legal costs, charges and expenses (taxes to be paid separately by the Allottee/s at applicable rates)	25,000/-
5.	Development charges and Cess (taxes to be paid separately by the Allottee/s at applicable rates)	16,01,952/-

THE TENTH SCHEDULE ABOVE REFERRED TO

Sr. No.	Particulars	Amount (Rs.)
1.	Share application money of the Society	600/-
2.	Corpus fund contribution	3,03,400/-
3.	Proportionate share of taxes and other charges/levies in respect of the Society** and the Apex Body (taxes to be paid separately by the Allottee/s at applicable rates)	8,19,180/-
4.	Deposit towards provisional monthly contribution towards outgoings of the Society and the Apex Body (taxes to be paid separately by the Allottee/s at applicable rates)	

**In case of any taxes and other charges/levies are directly billed/invoiced to the Allottee/s, Allottee/s shall be liable to pay the same directly to the concerned authorities.

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THE ELEVENTH SCHEDULE ABOVE REFERRED TO

1. The Allottee/s agree(s) and confirm(s) that the Allottee/s is/are aware of and understands the Constructions Linked Payment Plan scheme ("said Scheme") as initiated by the Promoter and that the payment towards the Sale Price shall be in accordance with the payment schedule as set out in the Eighth Schedule to this Agreement. The Allottee/s agree(s) and confirm(s) that the Allottee/s is/are aware that in the event the booking/allotment with respect to the said Premises is under the said Scheme, subsequent to the payment of the initial booking amount of 10% towards the Sale Price by the Allottee/s, the Allottee/s shall execute and register the Agreement within 30 (thirty) days from the date of booking, and shall pay the balance Sale Price in accordance with the payment schedule described in the Eighth Schedule to this Agreement and all amounts mentioned in the Ninth and Tenth Schedule to this Agreement on or before the respective due date/s.

SIGNED AND DELIVERED by the withinnamed "Promoter" Oberoi Realty Limited through its Authorised Signatory/s

1. SHARMIN MURTIJZA

2. Nilesh H. Tank

pursuant to a Board Resolution dated 6th March 2021 in the presence of...

1. Anubhai Lal

2. Mandar Joshi

SIGNED AND DELIVERED by the withinnamed "Allottee/s"
1) Mr. Ritesh Kanodia

2) Mrs. Rinku Kanodia

in the presence of...

1. Anubhai Lal

2. [Signature]

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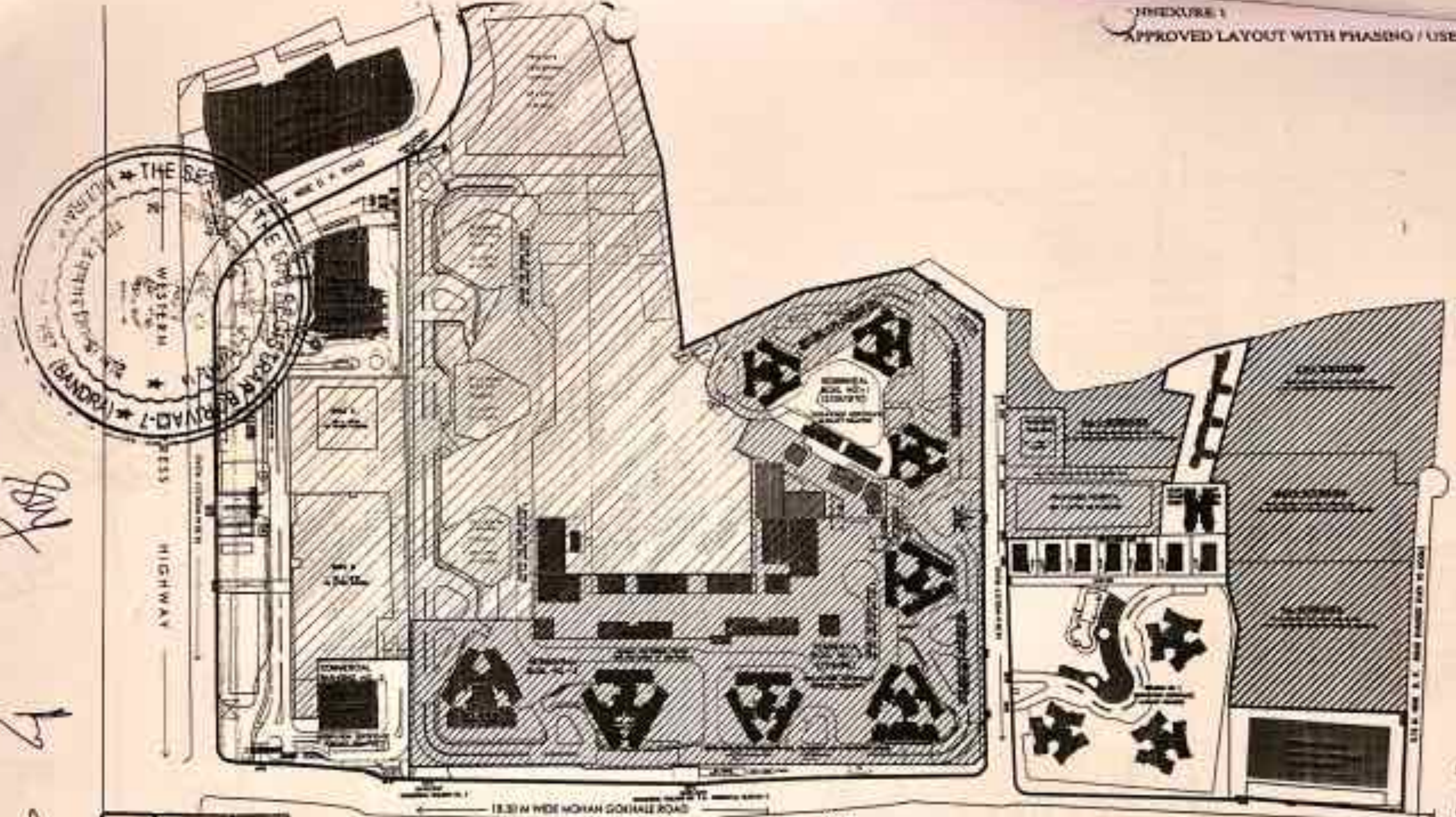
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LEGEND	
■	REAL ESTATE PROJECT
■	PROJECT ALREADY REGISTERED WITH MAHARASHTRA BEARING REGISTRATION NO. P5180001661 (Elysian Tower A)
■	AMENITIES FOR ELYSIAN (to be shared between Real Estate Project, Elysian Tower A and Tower C of Residential Building no. 3)
■	COMPLETED PROJECT - ESQUIRE
■	AMENITIES FOR ESQUIRE
■	COMPLETED PROJECT - EXQUISITE
■	AMENITIES FOR EXQUISITE
■	OTHER COMPLETED PROJECTS
■	WHOLE PROJECT INCLUDED AMENITIES
■	LAND UNDER FURTHER DEVELOPMENT

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NOTE

- The detailed scheme of development in the Annexure defines the designated use of the building/structures/towers/wings and the phasing of development on the Larger Property and is based on the current approved layout for the Larger Property. Any amendments to the Approved Layout in accordance with the applicable laws may result in consequential changes to the scheme disclosed in this Annexure.
- The Whole Project/parts thereof will include upto 8 (six) podium levels, ground level, lower ground level and upto 3 (three) basement levels, in which there shall be car parking area, service area, utility area, amenity area, Non-Residential Units, or any other areas/spaces/structures, all of the aforesaid for use/possibilities as the Promoter may deem fit in its sole discretion.
- The Promoter proposes to utilize a total FSI of 4 on gross plot area of the Larger Property plus compensatory fungible FSI plus free of FSI areas together aggregating up to approximately 23,54,823 square metres plus the parking area/s and the amenities in the course of the phase wise development of the whole project.
- The Promoter has designated and identified for the allottee/s of the Real Estate Project, the Exclusive Amenities for Elysian that will be usable by the allottee/s of the Real Estate Project on a non-exclusive basis along with allottee/s of Elysian Tower A and Tower C of Residential Bldg. No. 3 and shall not be usable by allottee/s of Esquire Residential Component, Esquire Residential Component, Towers D and E of Residential Building No. 3 and the Non-Residential Component.
- The allottee/s of the Real Estate Project shall not use any of the amenities designated and identified exclusively for the allottees of the Esquire Residential Component, Esquire Residential Component, Other Residential Component (being Towers A, C, D and E of Residential Bldg. No. 3) and components of Non-Residential Component.
- The Whole Project included Amenities shall be shared between the allottees of the Real Estate Project, Elysian Tower A, Esquire Residential Component, Esquire Residential Component and the Other Residential Component.
- The Promoter has designated and identified parking / services / utilities / amenities for the Non-Residential Component in podium / ground / lower ground / basements in the Whole Project, including under the Real Estate Project, which shall be exclusive to the occupants of the Non-Residential Component and shall not be usable by the allottees of the Real Estate Project and these parking / services / utilities / amenities may also have exclusive entry/exit points for the Non-Residential Component or may be in common with allottees of the Real Estate Project.
- Details contained in this note are subject to terms and conditions more particularly described in the Agreement of sale of Promoter. The capitalized terms and expressions used herein shall have the same meaning as described to them in the Agreement for Sale of Promoter.

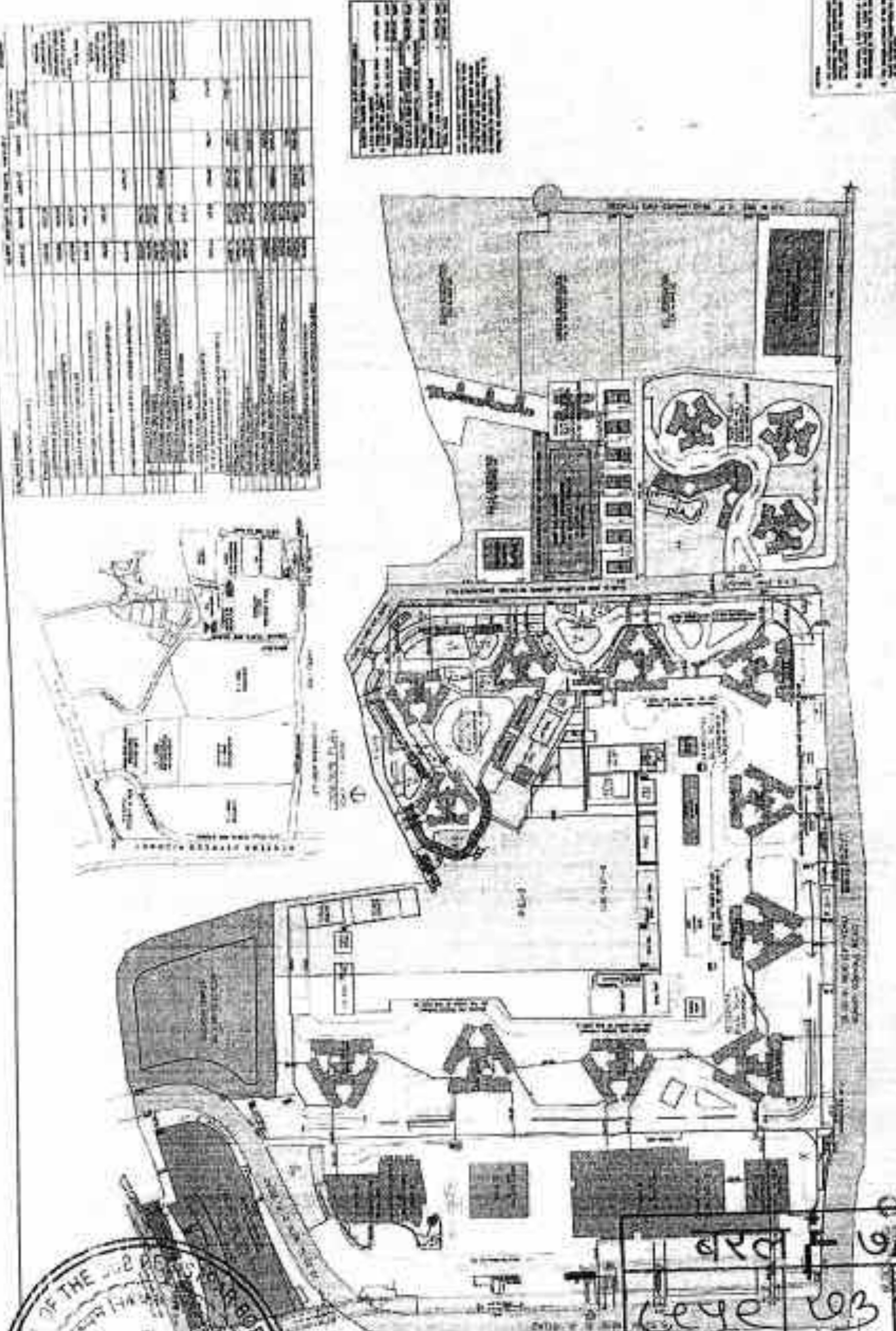


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Title Certificate

Re: A portion admeasuring 1,611.27 square meters approximately, of plot of land bearing CTS No. 95/4/B/4 of Village Dindoshi Goregaon (E), in P/South Ward, situated in the Registration Sub-District and District of Mumbai City and Mumbai Suburban.

1. We have perused the title deeds and revenue records pertaining to the title of Oberoi Realty Limited (formerly known as Kingston Properties Private Limited), a company incorporated and registered under the Companies Act, 1956 and deemed to have been registered under the Companies Act, 2013, and having its registered office at Commerz, 3rd Floor, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (East), Mumbai - 400 063 (hereinafter referred to as the "Owner") to the captioned property admeasuring approximately 1,611.27 square metres and shown in light blue wash on the plan annexed hereto and marked as Annexure '1' and more particularly described in the Schedule hereunder written (hereinafter referred to as the "said Property").
2. On perusal of documents, revenue records and information given on enquiries, we set out hereafter our understanding on the Owner's title to the captioned property:
 - A. The Owner is the owner of all those pieces and parcels of land admeasuring in the aggregate approximately 209,076.40 square meters, being Sub-Plot P, lying, being and situate at Village Pahadi, Goregaon (East) Taluka Borivali, District Mumbai Suburban ("Larger Land");
 - B. The Larger Land comprises land bearing C.T.S. Nos. 95/4/B/1(pt), 95/4/B/2(pt), 95/4/B/3, 95/4/B/4 of Village Dindoshi, Goregaon (East), Taluka Borivali, District Mumbai Suburban and C.T.S. Nos. 590/A/A/1, 590/A/A/2 of Village Pahadi, Goregaon (East), Taluka Borivali, District Mumbai Suburban. The said Property is situated on a portion of land bearing 95/4/B/4 of Village Dindoshi, Goregaon (E). The Owner purchased and acquired the Larger Land including the said Property by and under (a) Deed of Conveyance dated 29th September, 2003 executed by and between Novartis India Limited and the Owner (then known as Kingston Properties Private Limited) and registered at the office of the Sub-Registrar of Assurances, Borivali under serial no. BDR-2/7182 of 2003; (b) Deed of Conveyance dated 20th February, 2002 executed by and between Novartis India Limited and the Owner (then known as Kingston Properties Private Limited) and registered with the Sub Registrar of Assurances at Borivali under Serial No. BDR-2/935 of 2002, (c) Deed of Conveyance dated 12th September, 2005 executed by and between



Suburban Office : 209, 2nd Floor, Hubtown Solaris, Prof. N.S. Phadke Marg, Andheri (East), Mumbai 400 088, India.
 Tel: +91 (22) 6184 9800

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Novartis India Limited and the Owner (then known as Kingston Properties Private Limited) and registered with the Sub Registrar of Assurances at Borivali under Serial No. BDR-11/5125/I of 2005; (d) Deed of Conveyance dated 17th September, 2004 executed by and between Novartis India Limited and the Owner (then known as Kingston Properties Private Limited) and registered with the Sub Registrar of Assurances at Borivali under Serial No. BDR-2/8534 of 2004; (e) Deed of Conveyance dated 20th February, 2002 executed by and between Ciba Speciality Chemicals (India) Limited, Novartis India Limited and the Owner (then known as Kingston Properties Private Limited) and registered at the office of the Sub-Registrar of Assurances, Borivali under Serial No. BDR-2/937 of 2002 (f) Deed of Conveyance dated 06th September, 2002 executed by and between Novartis India Limited and the Owner (then known as Kingston Properties Private Limited) registered with the Sub Registrar of Assurances at Borivali under Serial No. BDR-2/5423 of 2002;

- C. The Larger Land (including the said Property) has been subject to various schemes of amalgamation and sub-division from time to time;
- D. Pursuant to the amalgamation and sub-division, the Larger Land comprises of new CTS Nos.95/4B/1(pt), 95/4B/2(pt), 95/4B/3, 95/4B/4 of Village Dindoshi and new CTS Nos.590/A/A/1, 590A/A/2 of Village Pahadi.

3. The Municipal Corporation of Greater Mumbai (hereinafter referred to as the "MCGM") has sanctioned the plans for construction of the residential Building No. 3 consisting of five Towers viz. Tower A, Tower B, Tower C, Tower D and Tower E, together approved as Building No.3 (the "said Building No.3") on portions of plot bearing 95/4/B/4 and 95/4/B/2(pt) of Village Dindoshi and issued Intimation of Disapproval ("IOD") bearing No. CHE/9107/BP (WS)/AP dated 29th March, 2007 which lastly got amended on 19th August, 2021.

The Commencement Certificate ("CC") in respect of the said Building No. 3 has been issued by the MCGM on 03rd November, 2014 bearing No. CHE/9107/BP (WS)/AP and further re-endorsed on 13th September, 2021.

One of the Tower being Tower B forming part of the said Building No.3 is being constructed on the said Property.

6. In the circumstances, and subject to what is stated hereinabove, we are of the view that the Owner is the owner of the said Property, and its title to the said Property is clear, marketable and free from all encumbrances. Subject to what is stated hereinabove, we are also of the view that the Owner is entitled to construct Tower B of the said Building No.3 on the said Property.



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[Handwritten signatures]

**The Schedule Above Referred To
(Being the description of the said Property)**

A portion admeasuring 1,611.27 square meters approximately, of plot of land bearing CTS No. 95/4/B/4 of Village Dindoshi Goregaon (E), in P/South Ward, situated in the Registration Sub-District and District of Mumbai City and Mumbai Suburban and shown in light blue wash on the plan being Annexure "1" hereto, and bounded as follows, that is to say:

On or towards the North : by C.T.S. No. 95/4/B/4;
On or towards the South : by C.T.S. No. 95/4/B/4;
On or towards the East : by C.T.S. No. 95/4/B/4; and
On or towards the West : by C.T.S. No. 95/4/B/4.

Dated this 8th day of October 2021

For IC Legal

Partner

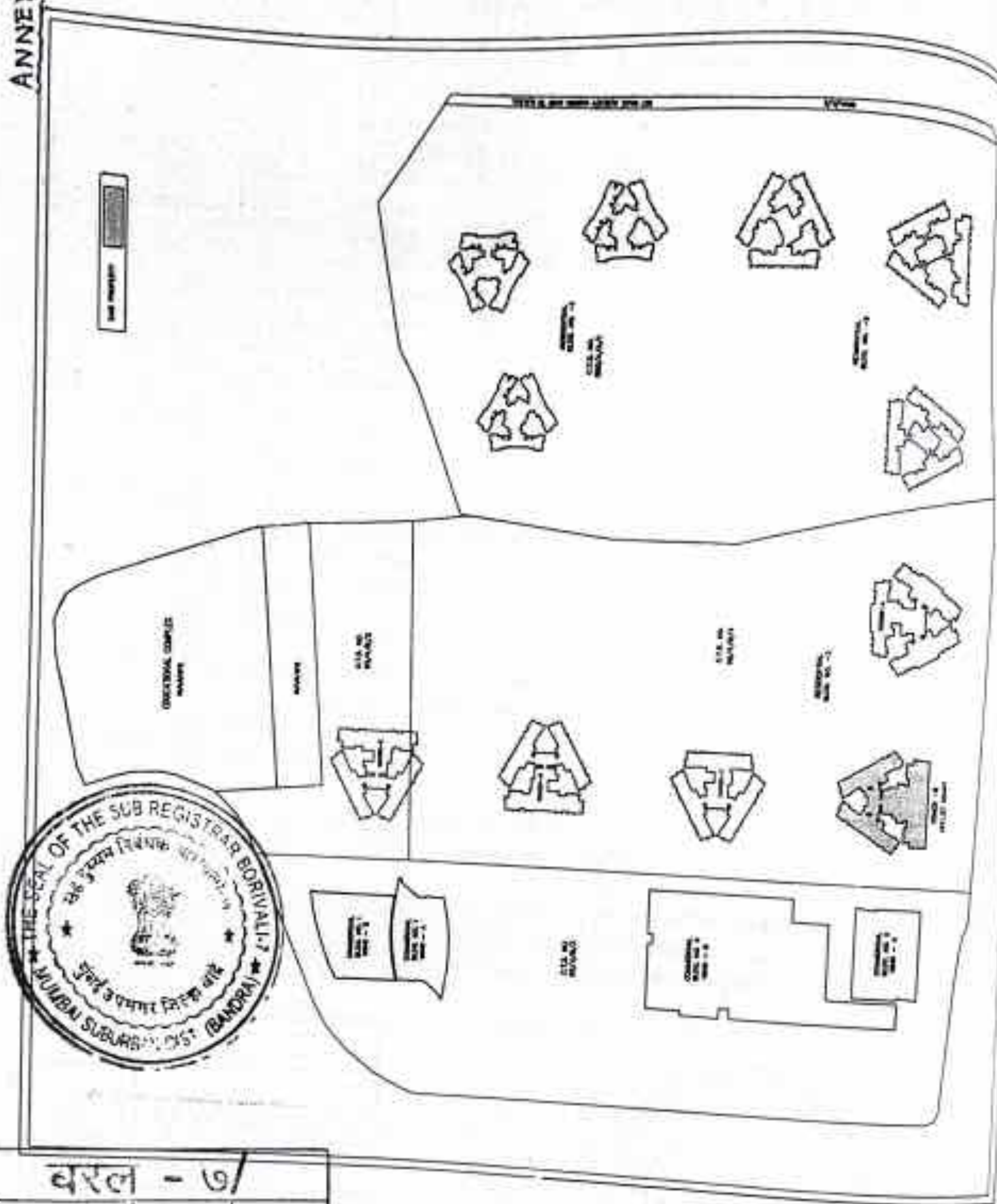
Advocates & Solicitors



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ANNEXURE "I"



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Mr

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Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :
P51800031456

Project: Elysian Tower B , Plot Bearing / CTS / Survey / Final Plot No. 95/4/B/4 pt of Village Dindoshi at Borivall,
Borivall, Mumbai Suburban, 400063,

1. Oberoi Realty Limited having its registered office / principal place of business at Tahsil: Borivall, District: Mumbai
Suburban, Pin: 400063.

2. This registration is granted subject to the following conditions, namely:-

- The promoter shall enter into an agreement for sale with the allottees,
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of 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;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from 23/10/2021 and ending with 30/06/2027 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Dated: 23/10/2021
Place: Mumbai



Signature valid
Digitally Signed by
Dr. Vasant Premchand Prabhu
(Secretary, MahaRERA)
Date: 23-10-2021 09:50:17

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

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NON-PRINTABLE AREA



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ANNEXURE - 5

BMPP-201-2005-10,000 Forms. (4 P. 15)

OFFICE OF THE
ENGR. D. D. PROPL. (W.S.) R & F WARD
2, BABASAHEB AMBEDKAR MARKET BLDG,
BANDRA/WEST, MUMBAI-400047.

EC-48

THIS I.O.D. /C.C. IS ISSUED SUBJECT
TO THE PROVISIONS OF URBAN LAND
CEILING AND REGULATIONS ACT 197

346

Form 88

In replying please quote No.
and date of this letter.

Intimation of Disapproval under Section 346 of the Mumbai
Municipal Corporation Act, as amended up to date.

CHE/9107/BP(W.S)/AP
No. E.B/CE/ BS/A of 200 - 200

ISSUED

MEMORANDUM

Ownes,
Shri Vikas R. Oberoi, Director of
M/s. Kingston Properties Pvt. Ltd.

Municipal Office,

Mumbai 200
2.9 MAR 2007

With reference to your Notice letter No. ³³⁷ 6206 dated 9-11-2005 and delivered on
200 and the plans, Sections Specifications and Description and further particulars and
details of your buildings at Prop. Residential bldg. No. 3 on sub-divided plot No. 3
D & bearing CTS No. 95/4/B(pt), 95/5, 95/6(pt), 95/8, 95/9/A(pt), 95/10 of
Village Dindoshi & CTS No. 590/A/A, 590/B, 590/C of Village Bahori of
Ciba Layout, Off. W.E. Highway, Goregaon (E), Mumbai-43.
I therefore hereby formally intimate to you, under Section 346 of
the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons :-

A - CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE
WORK/BEFORE PLINTH C.C.

1. That the C.C. under Sec. 44\69 (1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Reg.No.38(27)
3. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled, consolidated and sloped towards road side before starting the work.



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() That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.

() That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the day of 28/3/08 200, but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

Executive Engineer, Building Proposals,
Zone, P/S Wards.

SPECIAL INSTRUCTIONS

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

(2) Under Section 58 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

(3) Under Byelaw, No. 8 of the Commissioner has fixed the following levels :-

"Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be--

"(a) Not less than, 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be laid in such street"

"(b) Not less than 2 feet (60 cms.) above every portion of the ground, within 5 feet (160 cms.) of such building.

"(c) Not less than 92 ft. () meters above Town Hall Datum."

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises is liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.

Your attention is further drawn to the provision of Section 353-A about the necessity of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

(6) Proposed date of commencement of work should be communicated as per requirements of Section 447(1)(aa) of the Bombay Municipal Corporation Act.

(7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector under the Land Revenue Code and Rules thereunder.

Attention is drawn to the notes Accompanying this Intimation of Disapproval.

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- 4) That the specifications for layout/D.P. road/Access road/development of setback land will not be obtained from E.E. Roads constructions (W.S.) Z IV before starting the construction work and the access and set back land will not be developed accordingly, including providing street lights and S.W.D. the completion certificate will not be obtained from E.E.R.C. (W.S.)/E.E. (S.W.D.)Z-IV before submitting B.C.C.
- 5) That the structural engineer will not be appointed, supervision memo as per Appendix XI Regulation 5 (3) (ix) will not be submitted by him.
- 6) That the structural design including provision of seismic/wind load and/or calculations and for the proposed work and for existing building showing adequate thereof to take up additional load/certificate regarding stability of existing building shall not be submitted before requesting for C.C.
- 7) That the sanitary arrangement for workers shall not be provided as per Municipal specifications, and drainage layout will not be submitted before requesting for C.C.
- 8) That the regular/sanctioned/proposed lines of road/D.P. road and reservations will not be got demarcated at site through A.E. (Survey)/E.E. (T & C)/D.I.L.R. before applying for C.C.
- 9) That the R.U.T. and additional copy of plan shall not be submitted for agreeing to handover the set back land/D.P. road area free of compensation and that the setback/D.P. road handing over certificate will not be obtained from Asstt. Commissioner P/South/E.E.D.P. that the ownership of the setback land/D.P. road will not be transferred in the name of M.C.G.B. before requesting for C.C.
- 10) That the I.E. indemnifying the M.C.G.M. for damages, accidents, dispute in ownership etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C.
- 11) That the requirements of N.O.C. from E.E. (S.W.D.)/E.E. (T & C)/E.E. (R.C.)/E.E. (SEW)/E.E. (W.W.)/C.F.O. will not be obtained before requesting for C.C. and the requisition will not be complied with before occupation certificate/B.C.C.
- 12) That the qualified/registered site supervisor through Architect/Structural Engineer will not be appointed before requesting for C.C.



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- 13) That extra water and sewerage charges will not be paid to A.E.W.W. P/S Ward before C.C.
- 14) That the N.O.C. from AA & C P/S shall not be submitted before requesting for C.C. and final N.O.C. shall not be submitted before requesting for occupation/ B.C.C.
- 15) That the N.O.C. from H.F. shall not be submitted before requesting for C.C.
- 16) That the copy of application made for Non-agriculture user permission shall not be submitted before requesting for C.C.
- 17) That the regd. U/T from the developer to the effect that the meter cabin, stilt portion, society office, servant toilet, part/pocket terrace, A.H.U., A.C. plant room, shall not be missed in future shall not be submitted before requesting for C.C.
- 18) That the Development charges as per M.R.T.P. Act (Amendments) Act shall not be paid before requesting for C.C.
- 19) That the provision from RELIANCE ENERGY/M.T.N.I. shall not be made before C.C.
- 20) That the P.C.O. charges shall not be paid to Insecticide Officer before C.C.
- 21) That the separate P.R.C. for set back shall not be submitted before requesting balance F.S.I.

22) That the Janata Insurance policy shall not be submitted before requesting for C.C.

23) That the true copy of the sanctioned layout/sub-division/ amalgamation approved under No.CE/102/BSII/LOP dated 19/02/2006 along with the Terms and Conditions thereof will not be submitted before requesting for C.C. and compliance thereof will not be done before admission of B.C.C.

24) That the requisitions of clause 45 & 46 of D.C.R. 1991 shall not be complied with and records of quality of work, verification report, etc., shall not be maintained on site till completion of the entire work.

25) That the R.U.T. shall not be submitted for payment of difference in premium paid and calculated as per revised land rates before requesting for C.C.



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- 26) That the basement will not be comply with the basement rules and regulations and reg. U/T for not misusing the basement will not be submitted before C.C.
- 27) That the building will not be designed complying requirements of all relevant I.S. codes including I.S. code 1893 for Earthquake design, the certificate to that effect shall not be submitted from Lic. Structural Engineer before requesting for C.C.
- 28) That the soil investigation will not be done and report thereof will not be submitted with structural design before requesting for C.C.
- 29) That the N.O.C. from Tree Authority shall not be submitted and requirements therein shall not be complied with before requesting for C.C.
- 30) That the royalty penalty paid receipt shall not be submitted from Collector before plinth C.C.
- 31) That the requirement of clause 40 & 41 of D.C.R. 1991 shall not be incorporated in proposed plan and requirements shall not be complied with before submitting B.C.C.
- 32) That no dues pending from A. E. W.W. P/B ward.
- 33) That NOC from MOEF.
- 34) That the Bore-well shall be provided.
- 35) That the vermiculture bins for disposal of wet waste as per the design and specification of organisations/individuals specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Commissioner.
- 36) That the provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having area more than 1000 sq. mtrs.
- 37) That the PAN card with the photo of the applicant prescribed proforma shall not be submitted.
- 38) That the phasewise programme for removal of debris shall not be submitted and got approved.



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39) That NOC from A.E. (Env.)P/S regarding debris management.

B) CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.:

- 1) That the plinth/stilt height shall not be got checked by this office staff.
- 2) That the water connection for construction purpose will not be taken before C.C.
- 3) That the plan for Architectural elevation and projections beyond proposed building line will not be submitted and got approved before C.C.
- 4) That the permission for construction of temporary structure of any nature shall not be obtained before C.C.
- 5) That the N.O.C. from Civil Aviation Dept. will not be obtained for the proposed height of the building.

C) GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C.:

- 1) That the dust bin will not be provided as per C.E.S.'s circular No. CE/9297/II of 26.06.1978.
- 2) That the 3.05 meter wide paved path way up to staircase will not be provided.

That the surrounding open spaces, parking spaces and terrace will not be kept open.

4) That the name plates/board showing plot No./Name of the building etc. will not be displayed at a prominent place before

B.C.C. will not be obtained and I.O.D. and debris etc. will not be claimed for refund within a period of six years from the date of its payment.

6) That the carriage entrance shall not be provided before starting the work.

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- 8) That the terrace, sanitary blocks, naharis in kitchens will not be made waterproof and the same will not be provided by method of ponding and all sanitary connections will not be leak proof and smoke test will not be done in presence of Municipal Staff before submission of BCC.
- 9) That the final N.O.C. from H.E. Dept./E.E. (S.W.D.)/E.E. (R.C.)/E.E. (T&C)/ E.E. (SEW)/C.E.O. shall not be submitted before occupation.
- 10) That the final N.O.C. from AA & C. P/S shall not be submitted before occupation.
- 11) That the conditions mentioned in the clearance under no.C/ULC D-V-Sec.27/WS/99 dated 28.04.2004 obtained from competent authority under U.L.C. & R.A. 1976 shall not be complied with.
- 12) That the Structural Engineer's laminated final stability certificate along with up to date licence copy and R.C.C. design canvas plan shall not be submitted before occupation.
- 13) That the separate vertical drain pipe, soil pipe, with a separate gully trap, water main, O.H. tank, etc. for Maternity home/Nursing home, user will not be provided and that drainage system of the residential part of the building will not be affected.
- 14) That the debris shall not be removed before submitting the B.C.C.
- 15) That the canvas mounted plan shall not be submitted along with laminated notice of completion of work u/sec. 353A of M.M.C. Act will not be submitted for the work completed on site.
- 16) That the every part of building constructed and more particularly O.H. tank will not be provided with proper access for staff of P.C.O. office with a provision of safe and stable ladder.
- 17) That the Site Supervisors laminated certificate along with up to date revalidation of licence copy, that work shall not be submitted in prescribed format.
- 18) That the some of the drains shall not be laid internally with C.I. pipes.



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- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 45 of the Rent Act and in the event of your proceeding with the work either without an intimation about the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:
 - (i) Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the area in occupation of each.
 - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail of the alternative accommodation in the proposed structure at standard rent.
 - (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) the bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the rahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully drains and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates of hinges. The manholes of all systems shall be covered with a properly fitting mosquito proof hinged cast iron cap over more piece, with locking arrangement provided with a bolt and huge screwed on hinge. The purpose of a lock and the warning pipes of the ribbet pretressed with screw or dome shape (like a garden mari rose) with copper pipes with perforations each not exceeding 1.5 mm. in diameter. The ladder shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed and its lower ends in cement concrete blocks.

- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No. 5 (b).
- (b) Lintels or arches should be provided over Door and Window opening.
- (c) The drains should be laid as require under Section 234-1 (a).
- (d) The inspection chamber should be plastered inside and outside.



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Proposed additional is to be carried out on old foundations and structures, you will do so at your own risk.

- 1) Owner
- 2) Asstt. Municipal P/I/P/W Ward
- 3) A. E. W. W. (P/N) (P/S)
- 4) Dy. A.A./ & C. (WS) Bando

[Signature]
 Executive Engineer, Building Proposals
 Executive Engineer
 Zone
 Sdg. Proposal (W/S/T/P/W)

29 MAR 2007

[Signature]
 L.E.B.F. (P/S) A.E.B.F. (P) Sdg. Proposal (W, S, P & R/W Ward)

- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing commissioner under Section 45 of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following :-
 - (i) Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the area in occupation of each.
 - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
 - (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) the bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the nahans and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.

(29) No well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.

(30) All gully pits and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plate or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on hinge for the purpose of a lock and the warning pipes of the ribbet pretessed with screw or dome shape like a garden mari rose) with copper pipes with perforations each not exceeding 1.5 mm. in diameter shall be made easily, safely and permanently a creasible by providing a firmly fixed iron ladder. the lower ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed in its lower ends in cement concrete blocks.

(31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plain glass for coping over compound wall.

- (32) (a) Louvers should be provided as required by Bye-law No. 5 (b).
- (b) Lintels or arches should be provided over Door and Window opening.
- (c) The drains should be laid as require under Section 234-1 (a).

The inspection chamber should be plastered inside and outside.

If proposed additional is carried out on old foundations and structures, you will do so at your own risk.

- 1) Owner
- 2) Asstt. Municipal P/N/P/S Ward
- 3) A. E. W. W. (P/N) (P/S)
- 4) Dy. A. A. & C. (WS) Bando Office

Executive Engineer
Side. Proposal (W. S.) P & R/W Ward

Executive Engineer, Building Proposals
Executive Engineer,
Zones
Chief Proposal (W.S.T.P.)



Handwritten notes in a box: 'eye level', '2022', 'SUB'.

29 MAR 2007

Handwritten signature and initials: 'A.E.E.P. (P/S) A.E.E.P. (P/S)'.



MUNICIPAL CORPORATION OF GREATER MUMBAI
Amended Plan Approval Letter

File No. CHE/9107/BP/51AP/337/3/Amend dated 13.10.2021

To,
SUNIL ARORA
T04,Shree Tower Link Road Near
Don Bosco School Borivali West
Mumbai-400091

CC (Owner),
Oberoi Realty Limited
Commerz, 3rd Floor, International
Business Park, Oberoi Garden City,
Off. Western Express Highway,
Goregaon (East) Mumbai

Subject: Proposed residential building No.3 (Tower A, B, C, D & E) on subdivided plot 'B' Bearing C.T.S. Nos. 95/4/B/1(pt.), 95/4/B/2(pt.), 95/4/B/3 & 95/4/B/4 of village Dindoshi & C.T.S. No.590/A/A/T of village Pahadi Goregaon at Goregaon (East), Mumbai 400083..

Reference: Online submission of plans dated 01.10.2021

Dear Applicant/ Owner/ Developer,
There is no objection to your carrying out the work as per amended plans submitted by you online under reference for which competent authority has accorded sanction, subject to the following conditions.

- 1) That all the conditions of this office Intimation of Disapproval under No. dt. 29.03.2007 and amended plans dt. 13.05.2008, 18.04.2009, 05.02.2010, 03.11.2011, 30.12.2013, 05.05.2016, 14.08.2016, 07.10.2017, 12.02.2021, 19.08.2021 shall be applicable and should be complied with.
- 2) That the revised R.C.C. design and calculation shall be submitted before C.C.
- 3) That the valid Janata Insurance Policy shall be submitted before C.C.
- 4) That the revised drainage layout from license plumber shall be submitted before C.C.
- 5) That the revised H.E. NOC shall be submitted before asking for C.C.
- 6) That the No dues pending from AEWV PrSouth ward towards extra water and sewerage charges shall be submitted before C.C.
- 7) That the C.C. shall be re-endorsed for carrying out the work as per Amended plans.
- 8) That all the payments shall be paid before C.C.
- 9) That the NOC from consultant for mechanical verification of basements shall be submitted.
- 10) That the revised CFO NOC shall be submitted before C.C. In case of any changes in revised CFO NOC same shall be incorporated in revised amended plans before C.C.
- 11) That completion certificate from Rain Water harvesting consultant for effective completion and functioning of RWH system shall be submitted and quantum of rain water harvested from RWH completed scheme shall be uploaded on RWH tab in online Auto CTR system.
- 12) That the parking consultant NOC for parking shall be submitted before C.C.
- 13) That the excess parking shall be handed over to MCGM before OCC of bldg. ut, if full potential is not utilized.
- 14) That the valid Bank Guarantee of Rs. 50,00,000/- shall be furnished solely for the purpose of ensuring compliance with the conditions in the Waste Management Plan/ Debris Management Plan approved by SWM department of MCGM, in compliance with the Occupation Certificate.
- 15) That the SWM NOC shall be revalidated time to time till the completion of the project.
- 16) That the one time PCO charges shall be paid before CC.
- 17) That the Valid Civil Aviation NOC from AAJ as per the amended regulation GSR770(E) dt. 17.12.2009 shall be submitted before CC.



17.12.2021
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17.12.2021

(Handwritten signatures)

✓
Name : Anil Prabhakar Dhiwa
Designation : Executive
Engineer
Organization : Personal
Date : 13-Oct-2021 14:03:00

For and on behalf of Local Authority
Municipal Corporation of Greater Mumbai
Executive Engineer . Building Proposal
Western Suburb II

Copy to :

- 1) Assistant Commissioner, P/S Ward
- 2) A.E.W.W., P/S Ward
- 3) D.O. P/S Ward

- Forwarded for information please.



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MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/9107/BPWS/AP/FCC/1/Amend

COMMENCEMENT CERTIFICATE

To
M/S. Oberoi Realty Ltd.
Commerz, 3rd floor, International Business
Park, Oberoi Garden City, Off W.E.
Highway, Goregaon (E), Mumbai-63
Sir,

With reference to your application No. CHE/9107/BPWS/AP/FCC/1/Amend Dated. 15 Sep 2017 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 15 Sep 2017 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. B C.T.S. No. C.T.S. Nos. 95/4/B/3 & 95/4/B/4 of village Dindoshi & C.T.S. No.590/A/A/1 of village Pahadi Goregaon C.T.S. Nos. 95/4/B/1(pt.), 95/4/B/2(pt.), 95/4/B/3 & 95/4/B/4 of village Dindoshi & C.T.S. No.590/A/A/1 of village Pahadi Goregaon Division / Village / Town Planning Scheme No. DINDOSHI-P/S situated at 18.30m wide D.P. road Road / Street in P/S Ward Ward.

The Commencement Certificate / Building Permit is granted on the following conditions:-

1. The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:
 - a. The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.



The Municipal Commissioner has appointed Shri. Assistant Engineer (B.P.) P Ward Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

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This CC is valid upto 2/11/2015

Issue On : 03 Nov 2014

Valid Upto : 02 Nov 2015

Application Number : CHE/9107/BPWS/AP/CC/1/New

Remark :

This C.C is restricted for work up to 3 level basement + ground level + Podium level-1 to top slab of podium level-4, Tower 'A' & 'B' 2 level basement + ground level + Podium level-1 to top slab of podium level-4, Tower 'C' ground level + Podium level-1 to top slab of podium level-4 Tower 'D' and top slab of basement level Tower 'E' as per approved amended plans dated 30.12.2013.

Approved By

EE

Executive Engineer

Issue On : 30 May 2016

Valid Upto : 02 Nov 2016

Application Number : CHE/9107/BPWS/AP/FCC/1/New

Remark :

This C.C is now further re-endorse for Tower 'A' comprising of 3 level basement + ground level + Podium level-1 to top slab of podium level-6, Tower 'B' comprising of 3 level basement + ground level + Podium level-1 to top slab of podium level-5, Tower 'C' comprising of 3 level basement + ground level + Podium level-1 to top slab of podium level-5, Tower 'D' comprising of 3 level basement + ground level + Podium level-1 to top slab of podium level-3, Tower 'E' comprising of 1 level basement + ground level + Podium level-1 to top slab of podium level-5 as per approved amended plan dtd, 05.05.2016

Approved By

EE

Executive Engineer



Valid Upto : 02 Nov 2021

Application Number : CHE/9107/BPWS/AP/FCC/1/Amend

Remark :

This C.C is now re-endorse for the work comprising of Tower 'A' 2 level Basement + Lower Ground floor + Ground

CHE/9107/BPWS/AP/FCC/1/Amend		
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floor + 1st to 4th floor podium + 5th floor (Entrance lobby). Tower 'B', 'C' & 'D' 1 level Basement + Lower Ground floor + Ground floor + 1st to 4th podium floor. Tower 'E' 2nd & 3rd podium floor as per approved amended plan dated 19.08.2021.



Name : HARESH CHANDIRAM BHAGAT
Designation : Assistant Engineer
Organization : PERSONAL
Date : 13-Sep-2021 16:42:54

For and on behalf of Local Authority
Municipal Corporation of Greater Mumbai

Assistant Engineer - Building Proposal
Western Suburb II P/S Ward Ward

Cc to :

- 1. Architect.
- 2. Collector Mumbai Suburban (Mumbai District).



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Page 3 of 3 En 13-Sep-2021		
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CHE/9107/BPWS/AP/FCC/1/Amend

NON-PRINT ABLE AREA



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महाराष्ट्र शासन

जमाबंदी आयुक्त आणि संचालक भूमिअभिलेख महाराष्ट्र राज्य, पुणे

मालमत्ता पत्रक


0927

नाम/पेट : दिंडोशी	तालुका/न.पु.का. : नगर भुमापन अधिकारी, मालाठ	जिल्हा : मुंबई उपनगर
नगर भुमापन क्रमांक	शिट नंबर	प्लॉट नंबर
१५/४/४		६२४१७०
पारपायिकार	शासनाला दिलेल्या आकारनाचा किंवा भाड्याचा तपशिल आणि त्याच्या फेरतपासणीची दिवस वेळ	
सी	दि. १८/२००९ ते ३१/१२/२०१२ र. ल. ५३८४३.८०९.	

पुढिकाधिकार	हस्तकाचा मुळ धारक
वर्ष:	
पट्टेदार	
इतर मार	
इतर अरे	

दिनांक	व्यवहार	खंड क्रमांक	सविन धारकच्या पट्टेदाराचा किंवा मार	साक्षात्करण
०५/०५/२००६	पोटविभाजन - मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचेकडील आदेश क्रमांक सी/कसमां-३३४/एकत्री/पोटि/एकआर ४०५४ दि. १३/१३/२००६ या एकत्रीकरण/पोटविभाजन आदेशा व इकडील एकत्री/पो.वि/मो.र.नं.प.२४३/२००६अन्वये न.पु.क.१५/४/४ ये खंय ५४२३३२.० चौ.मी.मधून पोटविभाजनाकडे वर्ग होणा-या ६३५४१.७ चौ.मी.खेजाची स्वतंत्र मिळकत पत्रिका तयारवली व मूळ मिळकतपत्रिकांमध्ये धारकाचे नांव व धारकताधिकार नमूद केले.		H [से.किंग्स्टन प्रॉपर्टीज प्रा.लि.]	फेरफार क्र.८१ प्रमाणे सही- ०५/०५/२००६ नगर भुमापन अधिकारी मालाठ
१८/०५/२००६	विनयवती सात नोंद - मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचेकडील आदेश क्रमांक सी/कसमां-३३४/एकत्री/पोटि/एकआर ४०५४ दि. १३/१३/२००६ ये एकत्री/ पो.वि.अहमदाबाद ये न.पु.क.१५/४/४,१५/४/४कक,१५/४/४,१५/४/४,१५/४/४ या मिळकतींचे एकत्रीकरण झालेले व उपरोक्त आदेशान्वये व इकडील मो.र.नं.प.२४३/०६ नुसार न.पु.क.१५/४/४ मध्ये सदरचे खंय सांगील झालेले न.पु.क. १५/४/४ ये ५४२३३२.० चौ.मी.खंय कायम केले व सदरचे १५/४/४ मधून पोटविभाजनाकडे वर्ग होणारे ६३५४१.७ चौ.मी.खेजाची सविन मिळकत पत्रिका तयारवून उदर द्यावया दि. १८/२००६ ते ३१/१२/२००६ या काळासाठी र. ल. ४३८४३.८० रकमेच्या विनयवती सात अकराशीही नोंद केली.			फेरफार क्र.८२ प्रमाणे सही- ०८/०५/२००६ नगर भुमापन अधिकारी मालाठ
१५/१०/२०१०	दि. १५/१०/१८ रोजीचे मेमोरॅण्डम आणि अटीकल्लत ऑफ अटॉरिजेशन दि. २४/१०/०९ रोजीचे ठराव व मा.उप कंपनी रजिस्ट्रार, मुंबई यांचेकडील प्रमाणपत्र U-४५२००६/६४१-१९९८ PTC ११४८१८ दि. २४/१०/२००९ अन्वये किंग्स्टन प्रॉपर्टीज प्रा.लि. यांचे नाव वनी करून नावात बदलाने धारक सदरी ओबेरॉय रिजालिटी प्रा.लि. यांचे नाव दाखल केले.		H [ओबेरॉय रिजालिटी प्रा.लि.]	फेरफार क्र.९०८ प्रमाणे सही- १५/१०/२०१० न.पु.अ.मालाठ
१५/१०/२०१०	दि. १५/१०/१८ रोजीचे मेमोरॅण्डम आणि अटीकल्लत ऑफ अटॉरिजेशन दि. २४/१०/२००९ रोजीचे ठराव व मा.उप कंपनी रजिस्ट्रार, मुंबई यांचेकडील प्रमाणपत्र U-४५२००६/६४१-१९९८ PTC ११४८१८ दि. १५/१०/२०१० अन्वये ओबेरॉय रिजालिटी प्रा.लि. यांचे नाव वनी करून नावात बदलाने ओबेरॉय रिजालिटी लिमिटेड यांचे नाव धारक सदरी दाखल केले.		H ओबेरॉय रिजालिटी लिमिटेड	फेरफार क्र.९०९ प्रमाणे सही- १५/१०/२०१० न.पु.अ.मालाठ
२४/०८/२०१५	मा.जमाबंदी आयुक्त आणि संचालक भूमिअभिलेख (म.राज्य)यांचेकडील परिपत्रक क्र. नं.५५५ दि. ५/ऑक्टो नोंद/२०१५ पुणे दिनांक १५/०३/२०१५ व इकडील आदेश क्र. न.पु.दिंडोशी/के.क्र.१८० दिनांक २४/८/२०१५ अन्वये एकत्री/पो.वि.मोजणी नुसार खंय कायम केले असलेले व सदरचे खंय व मिळकत पत्रिकेवरील खंय मालाठ असलेले मिळकत पत्रिकेवर नमूद असे खंय अशी त्रैमासिक हजार पाचशे एकचाळीस पूर्णांक सात दशलक्ष चौ.मी. दाखल केले.			फेरफार क्र.१८० प्रमाणे सही- न.पु.अ.मालाठ

दि. मिळकत पत्रिका दिनांक ०५/१०/२०१८ १२:००:०० AM रोजी किडीटल स्वाक्षरीत केली असल्याकडे त्यावर कोकल्याही सही ताग्याची आवश्यकता नाही. मिळकत पत्रिका आज्ञानुसार दिनांक १५/०३/२०२१ १०:०४:०५ AM धरता कळवावणी सही <http://dacthathath.mahathar.gov.in/DSL/propertycard> या संकेत स्थळाने जाऊन २२०२१००००१५३०६८२ हा क्रमांक वाचवा.




(Handwritten signatures)

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मालमत्ता पत्रक

विभाग/मौजे -- पहाडी गोंरेगांव (पु)

तालुका/न.पु.ना.का. -- न.पु.अ.गोंरेगांव

जिल्हा -- मुंबई उपनगर जिल्हा

शासनाला दिलेल्या अकरापांचा किंवा पाहण्या त्परीत आणि त्याच्या फेर तपसणीची निवत घेव)

नय क्रमांक / प्लॉट नंबर / प्लॉट नंबर / क्षेत्र / धरणाधिकार

५९०/अ/अ/१

[रु. ५४४३.२५ ता. १८/६७]
रु. २३२११.८० पेस
१८/७१ पासून

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+ ४८२०८.०

१,११,८१९.३
सामिलीकरणानेअधिक
- ११२८०.० पोटविभागनाने व
प्लॉ. कायम

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+ १२२८०.० सामिलीकरणाने
अधिक

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वना

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+ ४८४७०.० स्वामिलीकरणाने
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- १५००.० पोटविभागनाने वना

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सुविधाधिकार

हफ्ताचा मुळ धारक वर्ष १९६७ [शिवा ओफ इन्डिया लिमिटेड] [८०/३ इन्व्हेन्सिबल असेलिन कोरीष आणि इतर]

पट्टेदार



[शिवा ओफ इन्डिया लिमिटेड]
[मुंबई उपनगर जिल्हा]
[पहाडी गोंरेगांव (पु)]
[शिवा ओफ इन्डिया लिमिटेड]
[८०/३ इन्व्हेन्सिबल असेलिन कोरीष आणि इतर]
[१९६७-६८ म. कोरीषा आणि इतर वचनेकडून र. रु. २३२११.८० खरेदीखताने]

खंड क्रमांक	तल्लि धारक (पु) पट्टेदार (प) किंवा भार (पु)	साक्षात्करण
SISR /१०६/०० / २६/११/७३	H शिवा ओफ इन्डिया लि. लिमिटेड	खरी - १४/०३/१९७३ न.पु.अ.अ. ५ मुं.३
SI	H शिवा- माडगुळे ओफ इन्डिया लि.	खरी - २८/०४/१९७३ न.पु.अ.अ. ५ मुं.३

०४/०८/१९७३
ड. जि. अफि. मु. ड. जेथेही यांचे कडोलेत क्र
ए. डी. सी. / एन. एन. डी.सी. / ५९६३ दि. ७२
आयने सुध्दलेत दि. रो. गावा नदी येथे
अफि. ग. अफि. ओफ कंपनीनू गावराव मुंबई
यांचे कडोलेत क्र २६/०३ दि २३/३/७४ आयने गावात

२३/०५/१९७३
८५५९
१०२९६०
२०२१

[Handwritten signature]

मालमत्ता पत्रक

विभाग/पोस्ट - पहाडी गारेगांव (पु)

तालुका/न.पु.मा.का. - न.पु.अ.गारेगांव

जिल्हा - मुंबई उपनगर जिल्हा

सा घुसण क्रमांक / मा. घुस. नं.	रिट नंबर	रिट नंबर	द्वारा चौ.से.	धारणाधिकार	शासनले दिलेल्या अधिकाराबाबत किंवा कोर्टाच्या सल्लेखीत आणि त्याच्या फेर तपसणीची (मा.मा.नं.)
५९०/३६/अ/९					



दिनांक	स्पष्टता	खंड क्रमांक	नविन घटक (भा) पट्टेदार (प) किंवा मार (मा)	साक्षात्करण
२१/०७/१९८३	असि. रजिस्ट्रार ऑफ कंपनीस महाराष्ट्र मुंबई यांचे कडील क्र. ९१०४ दि. १ जाने. १९८३ अन्वये याचात बघता	स्व. सुची	भा. त्रिदुस्मान त्रिभा गण्डी लि.	सी- १९६०/१९८३ कि.पु.अ. लव. न.पु.अ.क्र. ९०
०९/०४/२००३	अर्ब नराम इन्डो-नेस्टी वॉर्ड, आसि. रजिस्ट्रार ऑफ कंपनीस महाराष्ट्र मुंबई यांचे कडील प्रमाणपत्र क्र. ६२०४, दि. २८/८/९७ य इकडील आदेश क्र. न.पु. ५९८ ते ५९५ व गे. (पु) २००१ अन्वये कंपनीच्या घुळ यत्नात बदल केला.	SI	भा. नोव्हर्टिन इंडिया लि.	कि.पु.अ.क्र. ६८ प्रथम सी- ९/४/२००१ न.पु.अ.गारेगांव
१५/०९/२००९	मा. कि. अ. मु. उ. न अन्वये आदेश क्र. सी/ कार्यो-७अ / छा.मि. बो. वि. एम. अवर ३३९५ दि. २९/८/२००९ व इकडील आदेश क्र. न.पु. ५९० य इतर दि. १५/९/२००९ अन्वये न.पु. क्र. ५९१ ५९२, ५९३/१, ५९३, ५९३/२अ, ५९४, ५९४/१अ व ५९५ ये एकुल क्षेत्र ४८२०८.० चौ. मि. घात समित्त करून ६,१६,८९९.२ चौ. मि. चौ. गे. घेतली व पोट विधाननाने ९२,२८०.० चौ. मि. बना करून ते न.पु. क्र. ५९०य ते व प मिळवलीवर दाखल केले. व सधर मिळवलीवर क्षेत्र बदल करून ५६०-अ क्षेत्र धारणते नले कायम ठेवली.	SI		सी- १५/०९/२००९ न.पु.अ.गारेगांव
१८/११/२००९	मा. कि. अ. मु. ५ यांचे आदेश क्र. सी/ कार्यो ७अ /समितीकरण/ चौ. मि. / एम.मा. दि. ९/११/२००९ ये आदेश व एकडील खात्रीत अधिन राहून व इकडील दिनांक २८/११/२००९ ये आदेशान्वये न.पु. क्र. ५९०य ५९०अ, ५९०ब, ५९०ई, ५९०क ये एकुल ६२२८०.० चौ. मि. क्षेत्र समील करून न.पु. क्र. ५९०अ ये ११६,८९९.२ चौ. मि. चौ. गे. घेतली व पोटविधानने ११९,४५.२ चौ. मि. क्षेत्र बना करून ते न.पु. क्र. ५९० अ / अ ते ५९०क / ई या मिळवलीवर दाखल केले व सधरी मिळवलीवर क्षेत्र बदल ५९०अ/अ केला व ११८,०४.२ चौ. मि. क्षेत्र कायम केले.			कि.पु.अ.क्र. ६८ प्रथम सी- १८/११/२००९ न.पु.अ.गारेगांव
३०/०३/२००९	वार-३/०३/२००९ दि. ३/१०/०९ अन्वये खोटीने संयुक्त मिळवला	इकडील दि. ३०/३/०९ या आदेश	भा कि.पु.अ. नोव्हर्टिन प्रा.लि. ५९५९९०३ २०२१	कि.पु.अ.क्र. ६८ प्रथम सी- १९/३/२००९ न.पु.अ.गारेगांव



बरल - ७/

५९५९९०३	१९६०
२०२१	

B P

मालमत्ता पत्रक



पहाडी गोंरेगांव (पु)

तालुका/न.भू.सा.का. -- न.भू.अ.गोंरेगांव

जिल्हा -- मुंबई उपनगर जिल्हा

शिट नंबर प्लॉट नंबर खंड धारणाधिकार

सांख्यिकी दिनेच्या अन्वयेच्या किंवा पाहण्यास
समर्थित अधि त्याच्या फेर तपसणीची विस्तारनेत्र

दिनांक	व्यवहार	खंड क्रमांक	पहिल प्लॉट (धा) दुसरा प्लॉट (ध)	साक्षात्करण
२१/०१/२००८	मा.निलदाखिलारी मुंबई उपनगर जिल्हा यांचेकडील अत्यंत क्रमांक सी/वर्ग-७अ/एफ/पो.वि./एस.आर. ४०१५ दि. १३/१३/२००६ चे आदेशान्वये शुध्दीपत्रक क्रमांक सी/वर्ग-७अ/एफ/पो.वि./ एस.आर. ४०१५ दि. २५/१/०८ अन्वये व इकाहील पोटविभागन अति तातडी मो.र.नं. २१६/२००७ अन्वये न.भू.क्र. ५१०३/अ, ५१०३/क, ५१०३/ख रतेरर से एकुम क्षेत्र ४८४७०. इकाहील करण येगारे क्षेत्र ६८२४४.४ चौ.मी. न.भू.क्र. ५१०३/अ व धारक सताकर न.भू.क्र. ५१०३/अ प्रमाणे नोंद केली. पोटविभागने १५००.०० चौ.मी. क्षेत्र वगळता उर्वरित क्षेत्र ६६८४४.४ चौ.मी. न.भू.क्र. ५१०३/अ व धारक करण येगार न.भू.क्र. ५१०३/ख/१ केल्याची नोंद केली.			१. सहा क्र.१२ प्रमाणे सी - ३१/१/२००८ न.भू.अ. गोंरेगांव
२१/०८/२०१२	अन्वयेतील / आदेशान्वये दि.२.४.१९९८ रोजीचे मेमोरँडम लेव्ड अर्टिफिल ऑफ असॉसिएशन दि.२२.१०.०२ रोजी चा उद्योग व मा.उप कंपनी रजिस्टार मुंबई यांचे कडील क्रमांक ४४५२०० MH/१९९८ PTC१४४८८ दि.२३.१०.२००९ अन्वये धारक सरी बाबल से सिंगलटा प्रपर्टीज प्रा.लि. यांचे नांव कवी करण नावात केली धारक सरी ओबेरॉय रिप्लिटी प्रा.लि. असे नांव बाबल केलीची नोंद केली.		धा. ओबेरॉय रिप्लिटी प्रा.लि.	२. सहा क्र.३२४ प्रमाणे सी - ३१/०८/२०१२ न.भू.अ. गोंरेगांव
११/०८/२०१२	अन्वयेतील / आदेशान्वये दि.२.४.१९९८ रोजीचे मेमोरँडम लेव्ड अर्टिफिल ऑफ असॉसिएशन दि.२२.१०.२००९ रोजी चा उद्योग व कंपनी रजिस्टार मुंबई यांचे कडील क्रमांक ४४५२०० MH/१९९८ PLC/१४४८८ दि.२३.१०.२००९ अन्वये धारक सरी बाबल से सिंगलटा प्रपर्टीज प्रा.लि. यांचे नांव कवी करण नावात केली धारक सरी ओबेरॉय रिप्लिटी लिमिटेड असे नांव बाबल केलीची नोंद केली.		धा. ओबेरॉय रिप्लिटी लिमिटेड	३. सहा क्र.३२५ प्रमाणे सी - ३१/०८/२०१२ न.भू.अ. गोंरेगांव



न.भू.अ.गोंरेगांव
 मुंबई उपनगर जिल्हा
 सत्य प्रतिलिपी
 ०१/१०/२०१२
 ११/०३/२०१५
 नगर प्रशासन अधिकारी, गोंरेगांव



वरल - ७/		
Leye	१०४	१६०
२०२१		

B @

NON-PRINT ABLE AREA



परल - ७/		
५५५७०६	१६०	
२०२१		

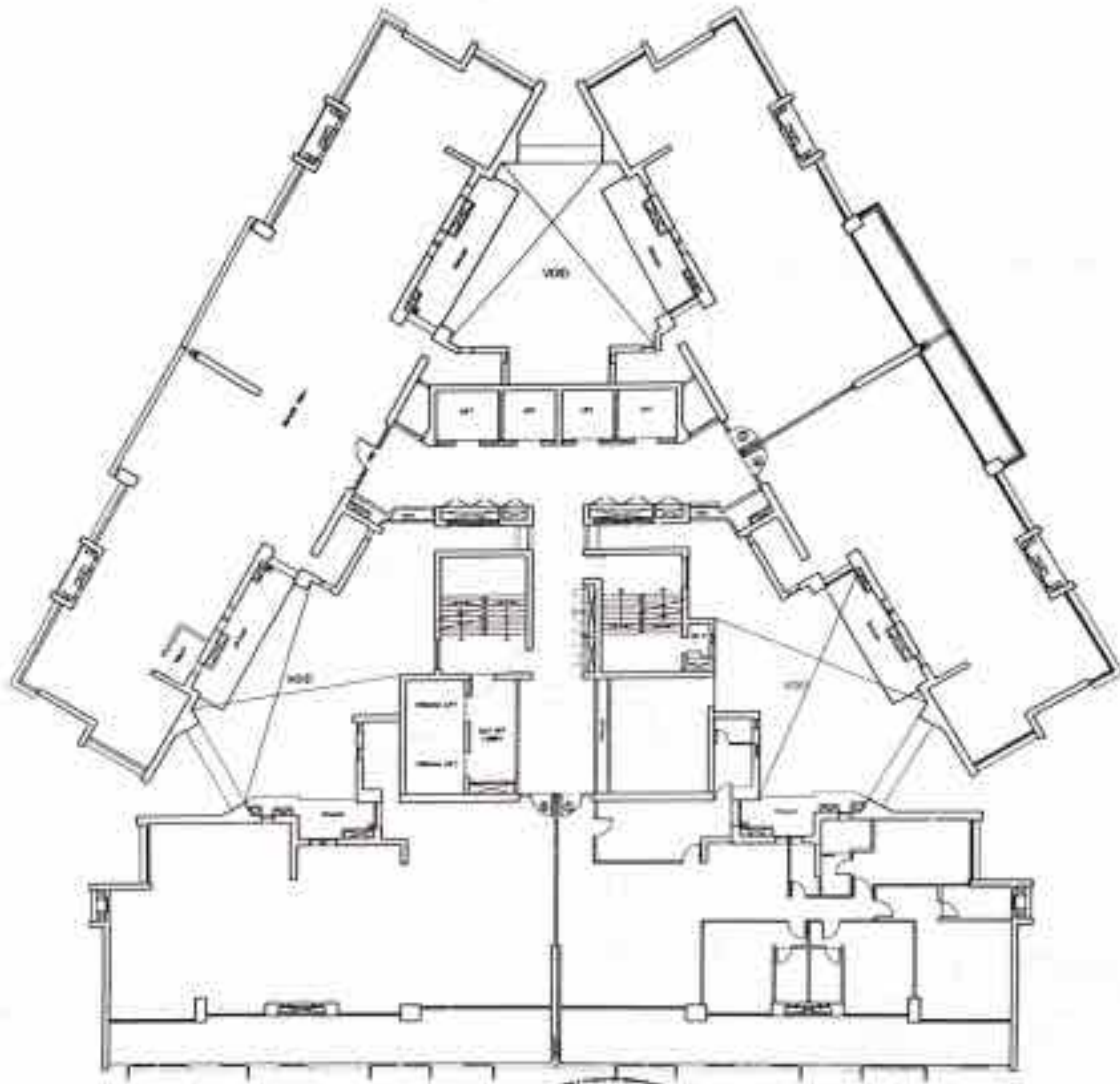
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NON-PRINT ABLE AREA



वरल - ७/		
८९९८	१०८	१६०
२०२१		

By *[Signature]*



nt

Suf

⊕



ELYSIAN TOWER - B 29th floor

TYPICAL FLOOR PLAN

Disclaimer - Subject to design and construction exigencies and the provisions of this Agreement

बरल - ७/		
Leye	90E	9E0
२०२१		

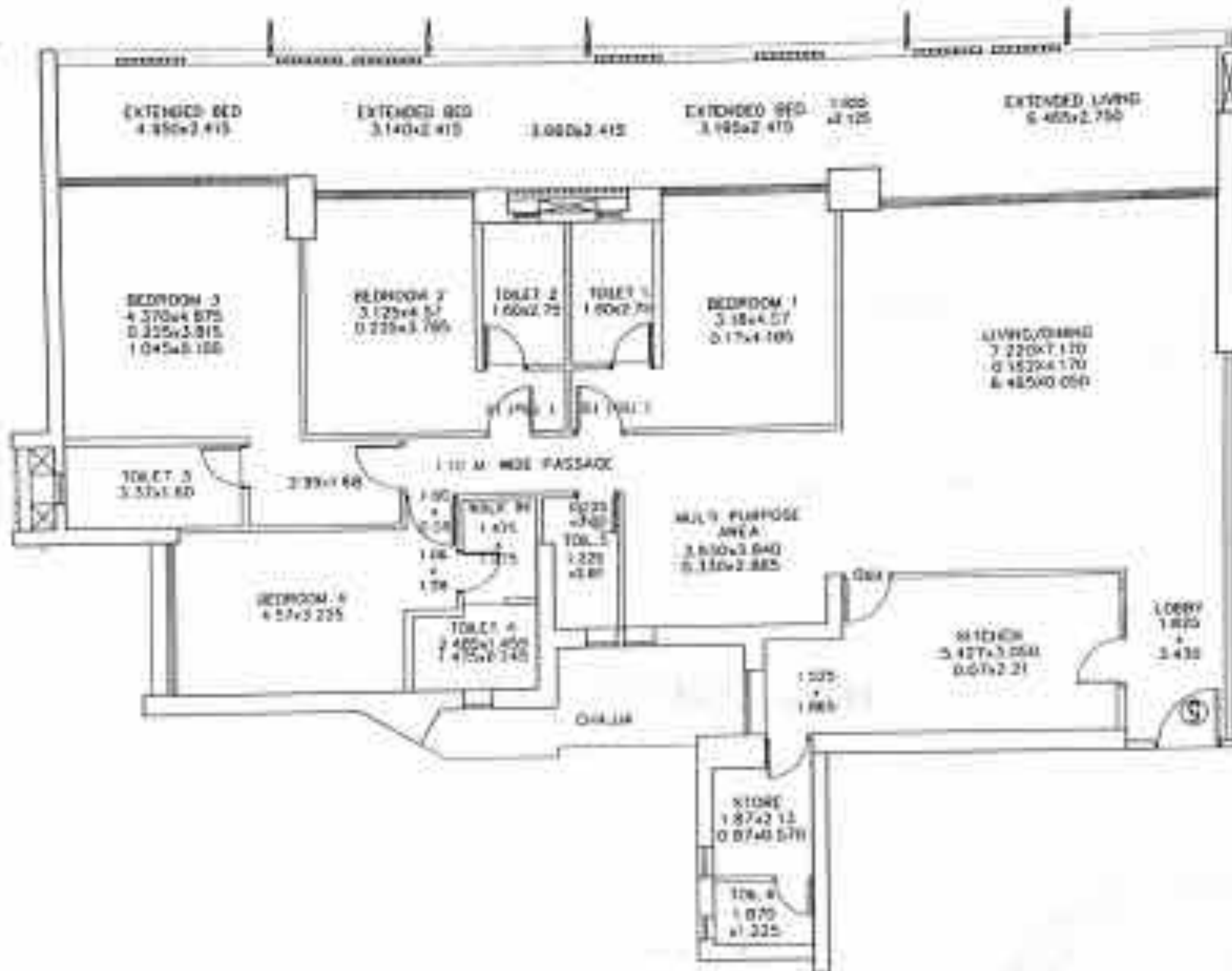
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वरल - ७/		
८९५२	९९०	९६०
२०२१		

B E

ANNEXURE - 6



nt

Shaf



ELYSIAN TOWER - B FLAT NO: 2905

PLAN OF THE SAID PREMISES

Disclaimer - 1) Subject to design and construction exigencies and the provisions of this Agreement
 2) Dimension given in this plan are as per plans approved by the MCGM

बरल - ७/		
Leve	999	9EO
2022		

NON-PRINT ABLE AREA



15/4

वरल - ७/		
८९९९	९९२	९९०
२०२१		

आयकर विभाग

INCOME TAX DEPARTMENT

RITESH SATYADEO KANODIA

SATYADEO MALIRAM KANODIA

21/10/1976

Permanent Account Number

ABWPK4540L

RS Kanodia

Signature

RS Kanodia



Ritesh Kanodia

Ritesh Kanodia



बरल - ७/		
Leve	993	980
२०२१		

১১০১		
০৩৬	৯৯২	৯৩০
৬/১ - ১০১৬		



घोषणापत्र

मी ~~नितेश वेळी~~ याद्वारे घोषित करतो कि, दुय्यम

निबंधक, बोरीवली 7 यांच्या कार्यालयात करारनामा या शीर्षकाचा दस्त नोंदणीसाठी

सदर करण्यात आला आहे. ~~जामिन मुलुझा~~ व

~~नितेश डेक~~ यांनी दिनांक 15/12/2020. रोजी आला

दिलेल्या कुलमुखत्यार पत्राच्या आधारे मी, सदर दस्त नोंदणीस सदर केला

आहे/निष्पादित करून कबुलीजवाब दिला आहे. सदर कुलमुखत्यार लिहून देणार यांनी

कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी

कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र

रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती

करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास नोंदणी

अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहिन याची मला जाणीव आहे.

दिनांक : २१/११/२०२१


कुलमुखत्यारपत्र धारकाची सही



बरल - ७/	
८५९९५	९६०
२०२१	



जरल - ७/		
८५९	११९	१९०
२०२१		

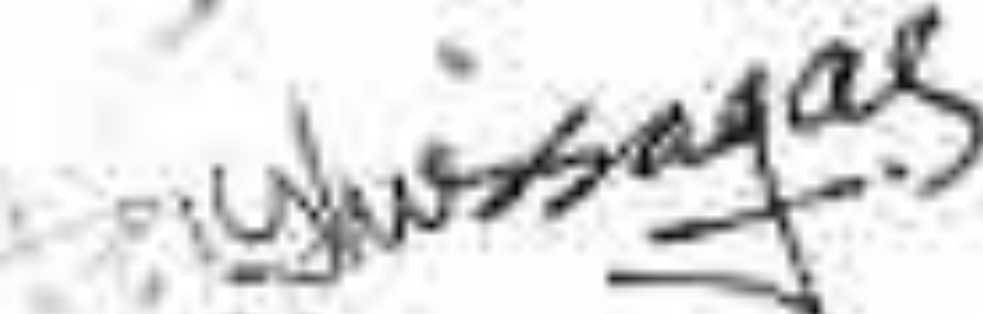
CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF BOARD OF DIRECTORS OF OBEROI REALTY LIMITED HELD ON MARCH 8, 2021 AT MUMBAI

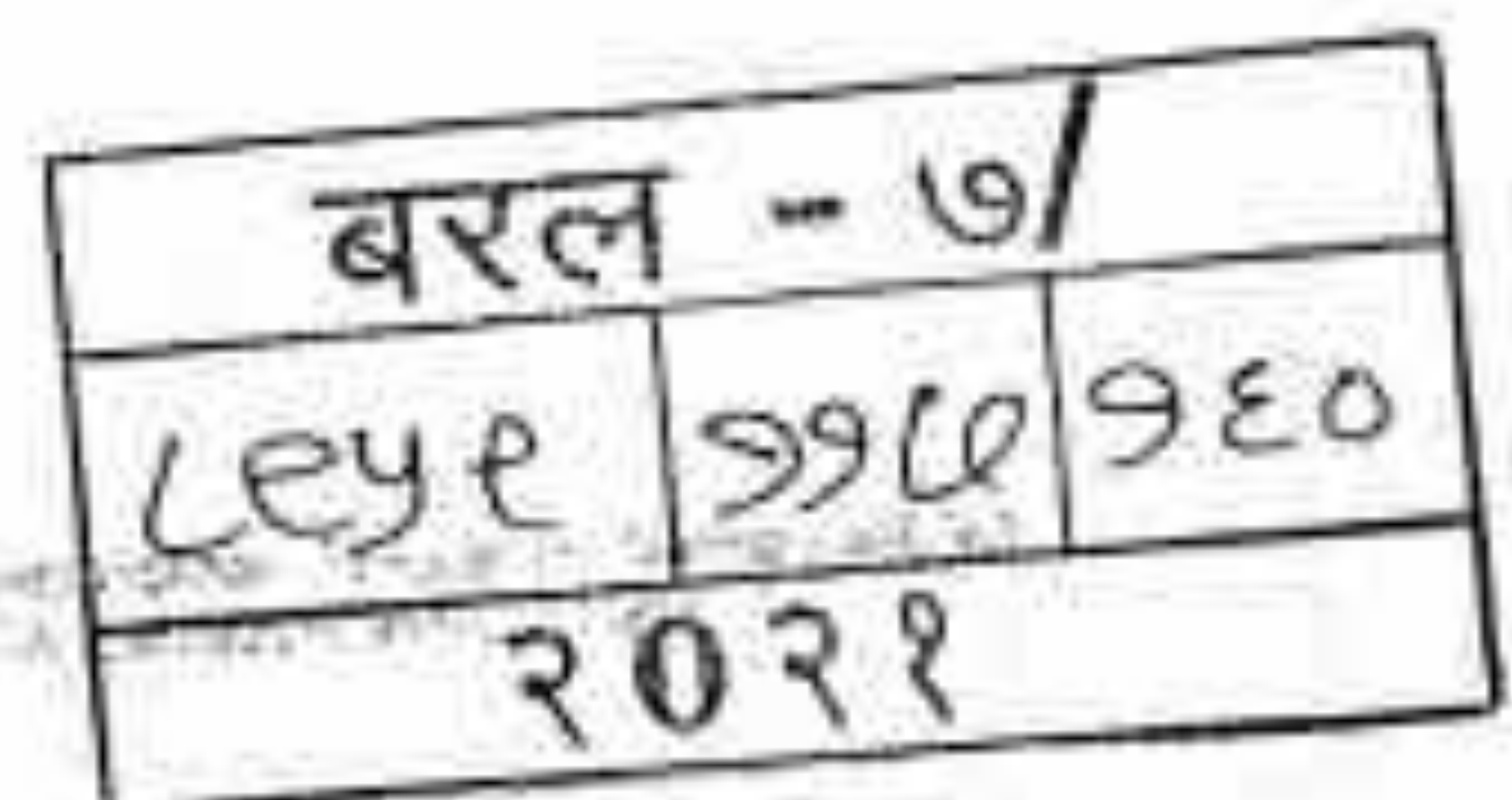
"RESOLVED THAT any one person from Group A jointly with any one person from Group B below ("Authorised Signatories") are authorized (i) to sign and execute Premises Ownership Agreements, Agreement for Sale, Tripartite Agreements, Transfer Agreements, Undertakings, Deeds of Confirmation, Deeds of Rectification, Deeds of Cancellation, Supplemental Agreements and all incidental deeds, agreements and writings in pursuance thereto relating to premises in project 'Elysian' being constructed at C.T.S. Nos. 95/4/B/1, 95/4/B/2, 95/4/B/3 and 95/4/B/4 of village Dindoshi, and C.T.S. No. 590/AJA/1 of village Pahadi Goregaon, District Mumbai Suburban, at Goregaon (East), Mumbai 400083 (hereinafter referred to as the "Said Agreements"); (ii) to lodge the Said Agreements for registration and to appear before the concerned Sub-Registrar of Assurances to admit execution of the Said Agreements for the purpose of registration thereof either by the Authorized Signatories or any duly appointed authorised representative through them, and (iii) to do all such other deeds, acts and things as may be deemed necessary for giving effect to this resolution.

Group A	Group B
1. Ms. Sharmin Murtaza	1. Mr. Hitesh Nalk
2. Ms. Kirti Chadha	2. Ms. Rakhee Desai
3. Ms. Bhavna Mondani	3. Mr. Nilesh Tank
4. Ms. Prati Thakur	4. Mr. Pradeep Parmar
5. Ms. Sheetal Nichiani	5. Mr. Rohan Nalk
6. Ms. Dipali Dhole	6. Ms. Trupti Jari
	7. Mr. Abhishek Bajoria
	8. Mr. Deepak Agrawal
	9. Mr. Jagdish Meriya
	10. Mr. Kayur Jangbari

RESOLVED FURTHER THAT any Director or Company Secretary be and are hereby severally authorized to execute and if required to register, power of attorney/ies in favour of the Authorized Signatories for the authorisations contained herein.

Certified True Copy
For Oberoi Realty Limited


Company Secretary





17/01 - 17/		
Le 42	996	940
2028		

25/01/20
Tuesday, December 15, 2020
5:04 PM

पावती

Original/Duplicate
सौदनी नं. 39म
Regn. 39M

पावती नं.: 4582 दिनांक: 15/12/2020

गावाचे नाव: पी.एम. चव्हाडीगोरगांव
दस्तावेजाचा अनुक्रमांक: बरल7-4153-2020
दस्तावेजाचा प्रकार: पॉवर ऑफ अॅटॉर्नी
सावर कार्यान्वाचे नाव: ओबेदीप रिवाळी सि. व इतर लॉ बीचोराईज सिझेटी फिर्मि फरा

सौदनी फी ₹. 100.00
दस्त हाताखणी फी ₹. 520.00
दुभांची संख्या: 28

एकूण: ₹. 620.00

आपलास मूळ दस्त, पब्लिक रिट, सुची-२ अंतर्गत
5:17 PM ह्या वेळेस मिळेल.

Shivan
मह. न. नि. बा. बोरिवली 7

बाकार शुल्क: ₹. 0.0/-
मोबइला ₹. 0.0/-
सागलेले मुद्रांक शुल्क: ₹. 500/-

- 1) देयकाचा प्रकार: By Cash रक्कम: ₹. 520/-
 - 2) देयकाचा प्रकार: eChallan रक्कम: ₹. 100/-
- डीडी/घनारकेद्वारे बँकेत जमांक: MH008388234202021E दिनांक: 15/12/2020
बँकेचे नाव व पत्ता:

Shital Chaudhary

Uj38W9mVz

12/15/2020



बरल - ७/		
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२०२१		



CHALLAN
MTR Form Number-6



GRN	MH008388234202021E	BARCODE	Date		15/12/2020-15:33:19	Form ID	48(1)
Department				Inspector General Of Registration			
Type of Payment				Stamp Duty			
Office Name				BRL7_JT SUB REGISTRAR BORNALI 7			
Location				MUMBAI			
Year				2020-2021 One Time			
Account Head Details		Amount in Rs.	Payer Details				
0030045501 Stamp Duty		500.00	TAX ID / TAN (if Any)				
0030063001 Registration Fee		100.00	PAN No. (if Applicable)				
			Full Name		ODEROI REALTY LTD		
			Flat/Block No.				
			Premises/Building				
			Road/Street				
			Area/Locality				
			Town/City/District				
			PIN		4 0 0 0 8 3		
			Remarks (if Any)				
			Second Party Name - NEHA SHAM-				
			Amount in	Six Hundred Rupees Only			
		600.00	Words				
Payment Details				FOR USE IN RECEIVING BANK			
Cheque/DD Details				Bank CIN	Ref. No.	00006172020121501109	268555161
Cheque/DD No.				Bank Date	RBI Date	15/12/2020-15:26:32	Not Verified with RBI
Name of Bank				PUNJAB NATIONAL BANK			
Name of Branch				Not Verified with Scrut			



8943 2 2E

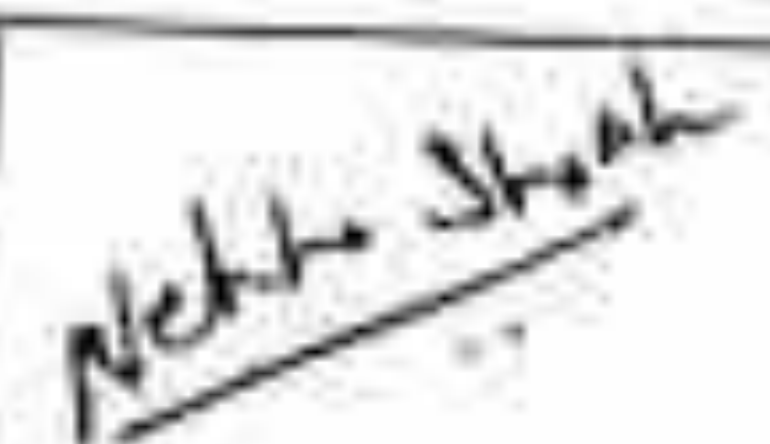






















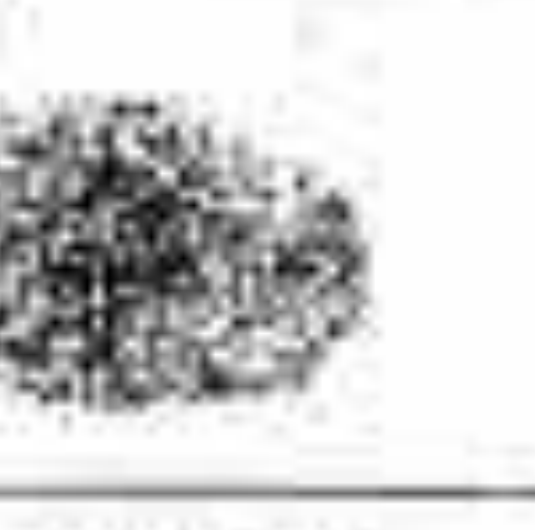


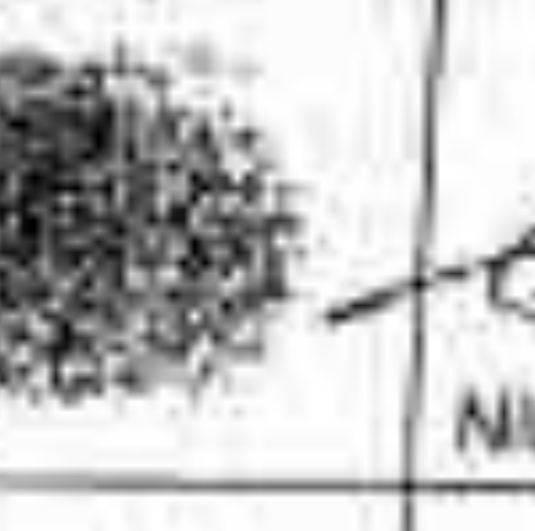


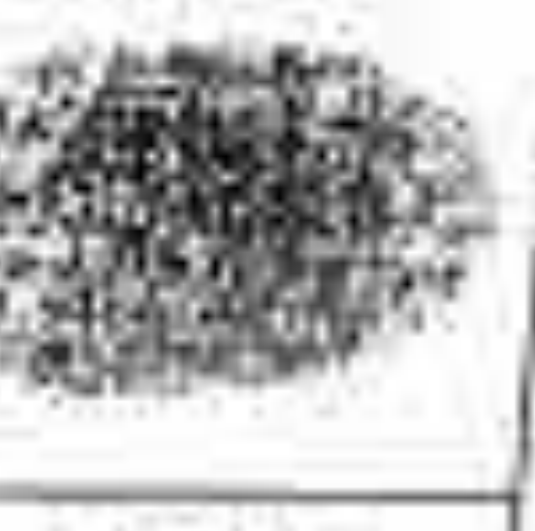


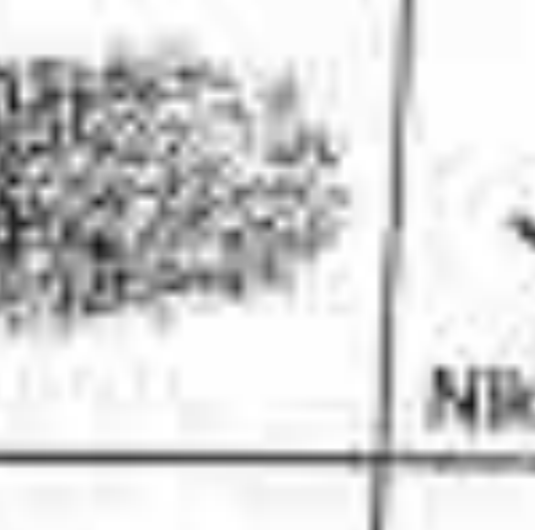






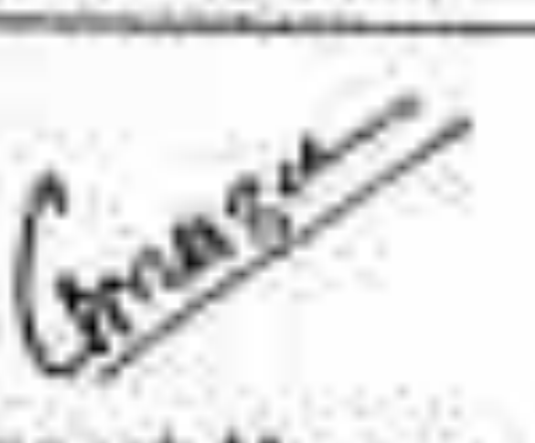








NOTE: This challan is valid for documents to be registered in Mumbai only. Not valid for unregistered documents.

Sr. No.	Remarks	Defacement No.	Defacement Date	Usable	Defacement Amount
1	IG-401-4153	0003836844302021	15/12/2020-17:04:09	IGR196	100.00
2	IG-411-4122	0003836844302021	15/12/2020-17:04:09	IGR196	500.00
Total Defacement Amount					600.00

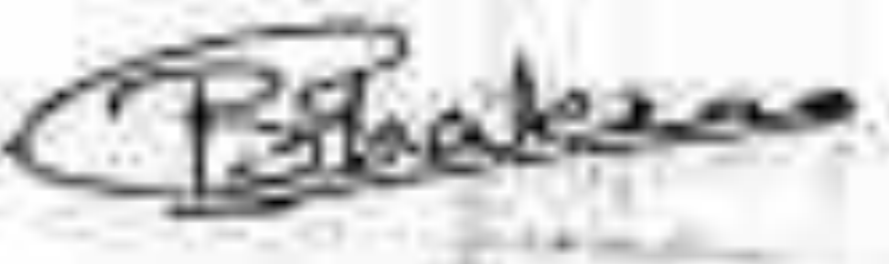



बरल - ७/
Page 1/1
15/12/2020 15:33:19
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2021

We accept the above.

 Neha Shah			 Terana Shandapur		
 Zeenat Jasnalk			 Jasmine Chemburkar		
 Sneha Kumar			 Jennifer Daouza		
 Chandni Mehta			 Leena Mascarenhas		
 Menaz Bhavekar			 Nitosh Velonde		
 Vaibhavi Bhatt			 Nikhi Kavinkar		
 Rachina Desai			 Ganesh Masane		
 Palak Makwana			 Pravin Mohane		



WITNESSES:-
 Bhaterao: 
 Jas Yesware: 



बदल - ७/
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बदल - ७ IV
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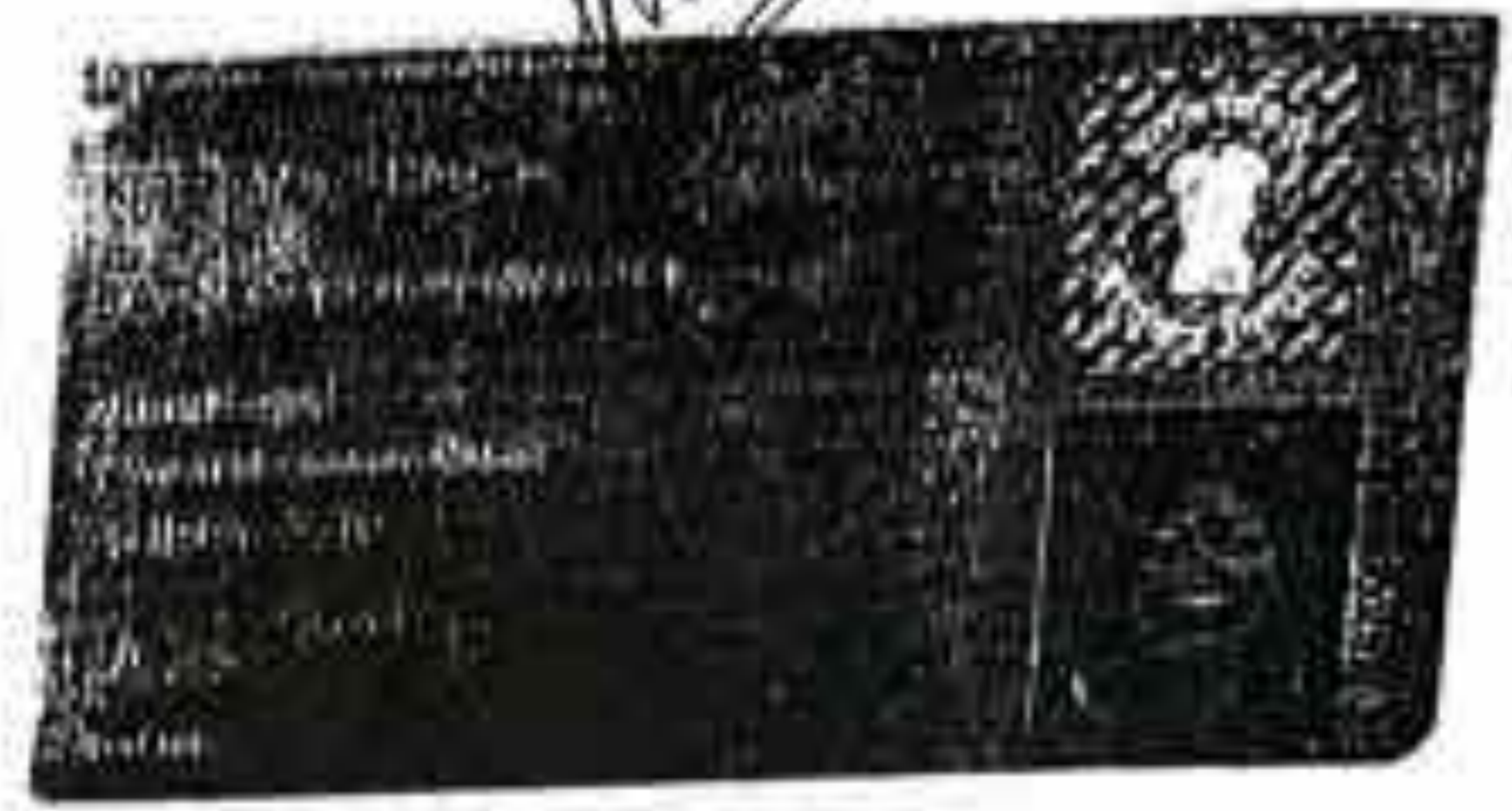
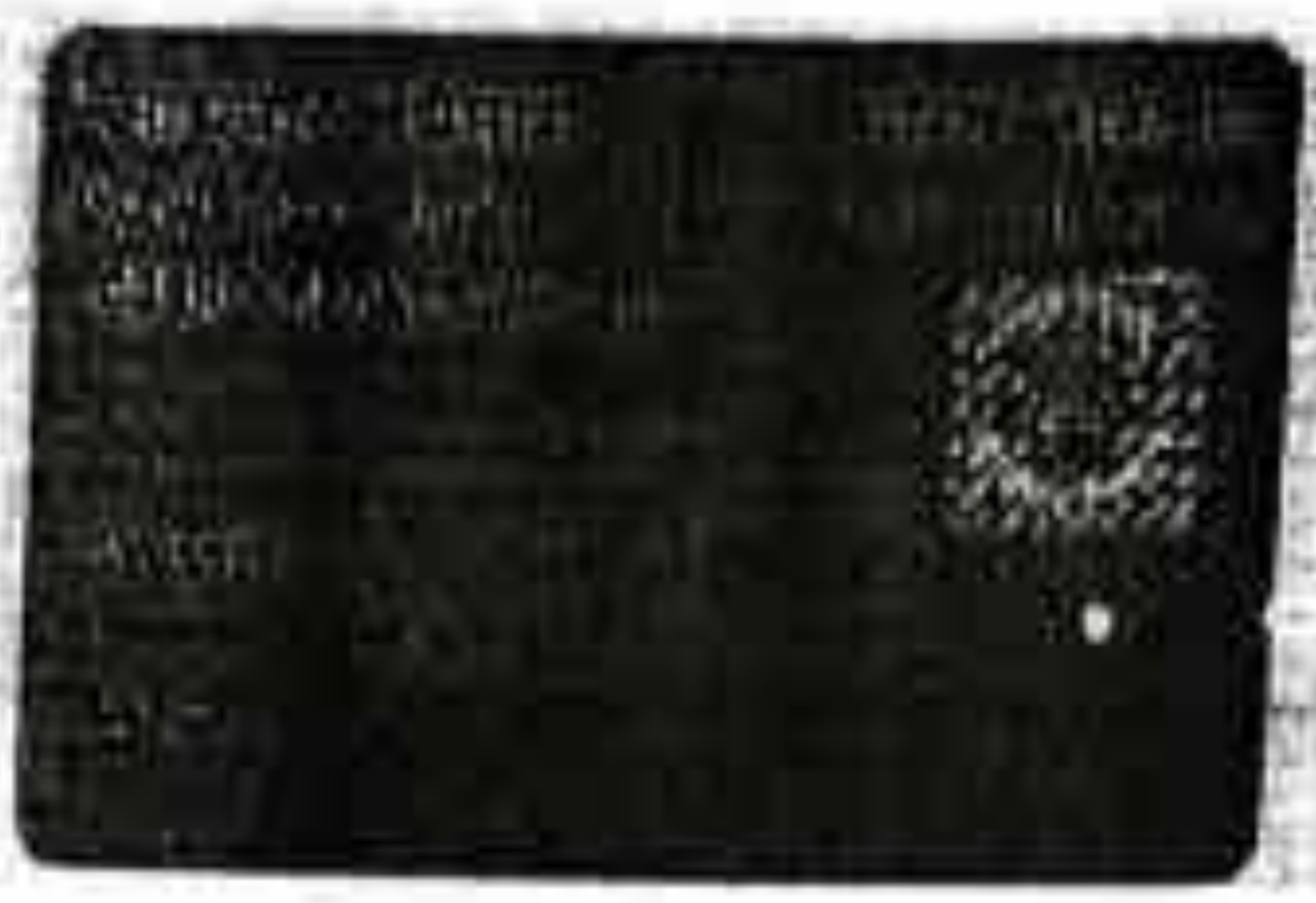
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१० - १०		



M. K. Chaudhary



S. Anand

S. Anand



B. Anand

B. Anand



J. Anand

J. Anand

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[Redacted]
 [Redacted]
 [Redacted]
 [Redacted]
 [Redacted]
 5388 8001 2407

N.H. 10/15



[Signature]

भारतीय विधान
 INDIAN TAX DEPARTMENT
 भारतीय विधान
 GOVT. OF INDIA
 भारतीय विधान
 भारतीय विधान
 भारतीय विधान



[Signature]

बरल - ७ II
 8943 C RE *[Signature]*



[Signature]



[Signature]



J.V. 10/15



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Netto



Grant



One



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Rasat

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रवि जयवंत धनेराव
Ravi Jaywant Bhakeran
जन्म तारीख/ DOB: 27/07/1982
पुरुष / MALE

4957 4999 2801

-सामान्य माणसाचा अधिकार



आधार - सामान्य माणसाचा अधिकार

बरल - ७		
६९५३	९२	२६
२०२०		



बरल - ७/		
८९६	९३९	९६०
२०२१		



The power of service

स्वच्छाग्रह
एक ही घर, एक ही स्वच्छता

आपका घर स्वच्छ रहे, तो हमारे देश का भविष्य भी स्वच्छ रहेगा।



आपका घर स्वच्छ रहे, तो हमारे देश का भविष्य भी स्वच्छ रहेगा।

adani
Electricity

BILL OF SUPPLY COMMERCIAL

ORDER REALTY LIMITED
 COMMERCIAL INTERNATIONAL BUSINESS PARK
 OFF W 3 HIGHWAY
 OFF VIKRAM BIC ESTATE SOREGAON EAST
 MUMBAI 400385

Mobile No. 9822019999
 Email: cr****@adanienergy.com
 PAN: AAACD1234
 GSTIN: 27AAACD1234G

TELEPHONE NO. 1800 103 1031

19122 We're starting.

For zone: ...
 Distribution: ...

MR No. 1025481818 MR Date 04-11-2020
 MR Distribution No. CENTRAL/24
 D/MOON/13/27/20

CUSTOMER CARE CENTRE (CORPORATE)
 1800 103 1031

www.adanienergy.com

10000

Cycle No. 13 Tariff LT 00
 Type of Supply LT



ACCOUNT NO
181171318



BILL MONTH
OCT-20

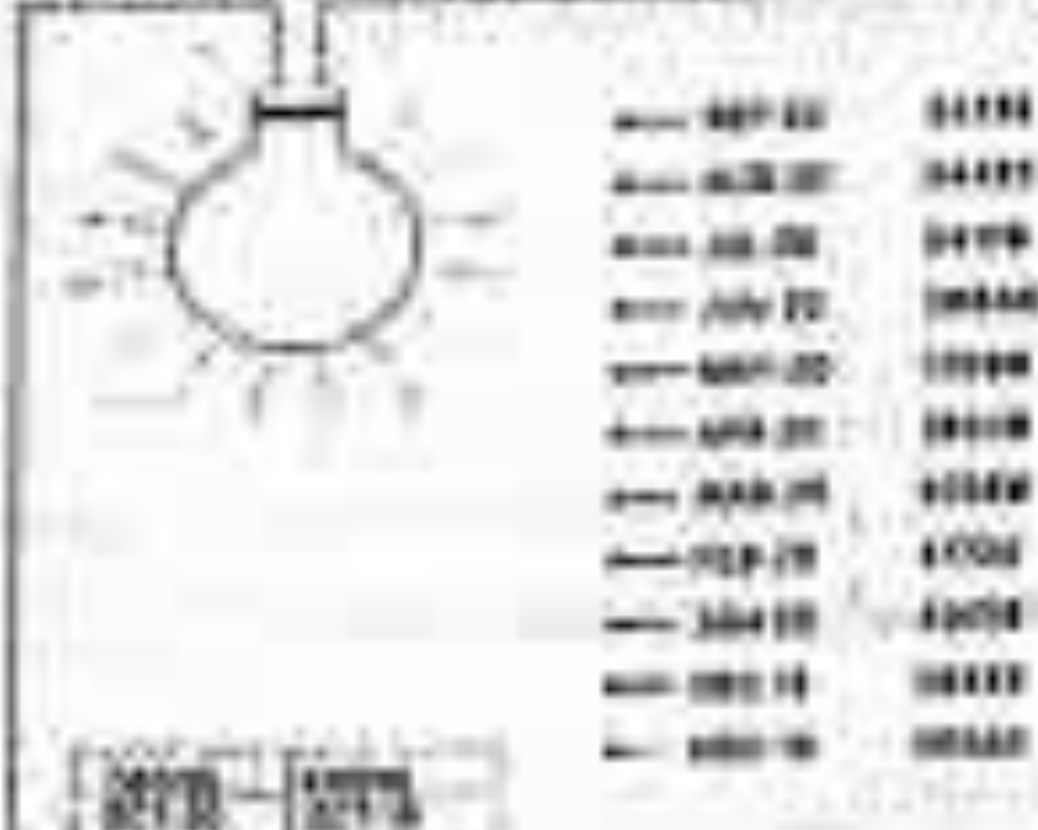


DUE DATE
25-11-2020

Electric Smiles

SALES SHARED
318460

TRACK YOUR CONSUMPTION (UNITS)



IMPORTANT MESSAGE

CONSOLIDATED STAMP DUTY PAID BY ORDER NO. CSDS2203201881 dated 27.07.2020

DUE AMOUNT
₹ 394800.00*

BUSINESS ALERT
 Keep a minimum balance of ₹ 20000 in your account to avoid disconnection of supply.

DISCOUNTED BILL AMOUNT
 Bill amount payable (after discount of ₹ 20000) on or before 25/11/2020: ₹ 318460.00

LATE PAYMENT BILL AMOUNT
 Bill amount payable (including DPC of ₹ 20000) on or after 25/11/2020: ₹ 394800.00

Save energy, Save money. Use energy saving bulbs, turn off lights, use energy saving appliances.

Save water, Save money. Fix leaks, use water saving devices.

Recycle, Save money. Recycle paper, plastic, and metal.

Save power, Save money. Use power saving mode, avoid overloading.

Save gas, Save money. Use gas saving stoves, avoid gas leaks.



बरल - ७

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Please press attention: This bill should be treated as a proof of any amount or payment.



171218200334600351120200546730000310401110200

बरल - ७ /

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December 15, 2020

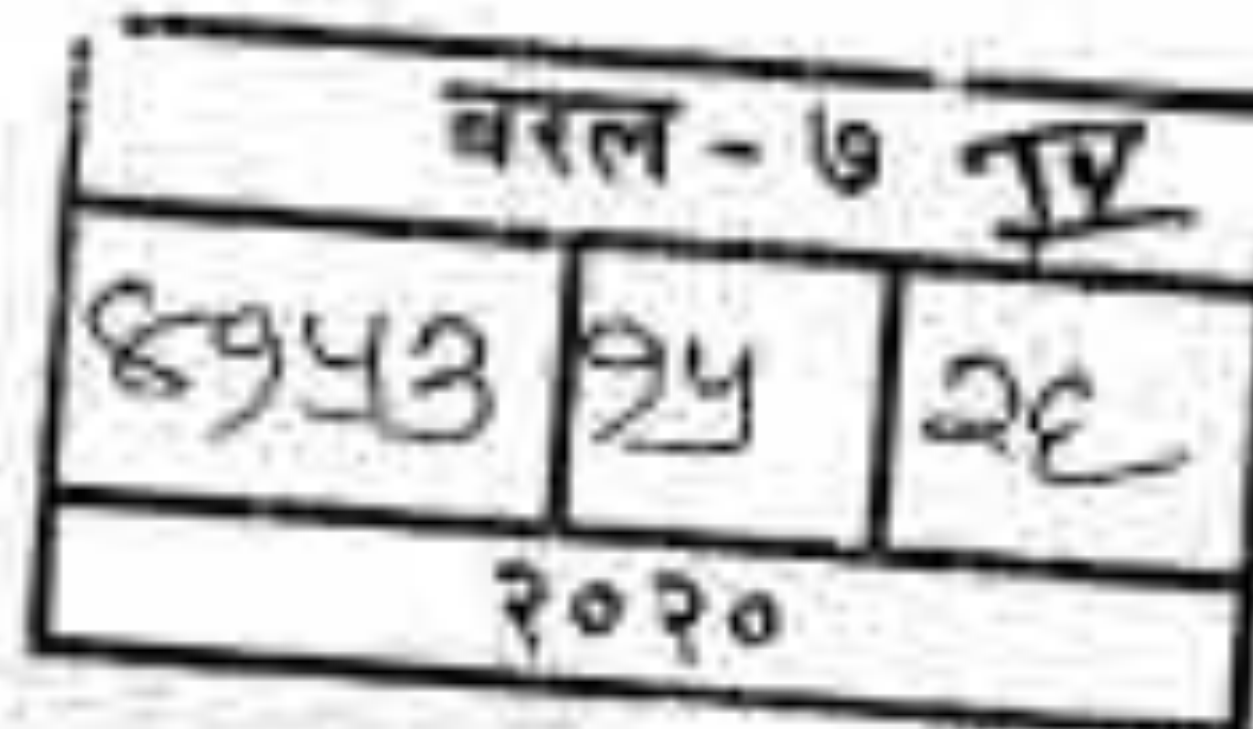
The Joint Sub-Registrar of Assurances,
 Borivli-7, 2nd Floor, MTNL Office Building,
 Near to Charkop Police Station,
 Charkop, Kandivli (West),
 Mumbai 400067

Dear Sir,

This is to confirm that any one person from Group 'A' jointly with any one person from Group 'B' below are/ may be authorized to sign and execute Premises Ownership Agreements, Agreement for Sale, Tripartite Agreements, Transfer Agreements, Undertakings, Deeds of Confirmation, Deeds of Rectification, Deeds of Cancellation, Supplemental Agreements, and all incidental deeds, agreements and writings in pursuance thereof relating to premises in the existing/ future residential projects of the Company.

Group A	Group B
1. Ms. Kirti Chadha	1. Mr. Hitash Naik
2. Ms. Shermin Murtuza	2. Ms. Rakhee Desai
3. Ms. Bhavna Mordani	3. Mr. Nilosh Tank
4. Ms. Sheetal Nichiani	4. Mr. Pradeep Parmar
5. Ms. Dipali Dhole	5. Mr. Rohan Naik
	6. Ms. Trupti Jani
	7. Mr. Abhishek Bajaria
	8. Mr. Deepak Agrawal
	9. Mr. Jagdish Meriya
	10. Mr. Koyur Jangbari

For Oberoi Realty Limited



Oberoi Realty Limited, 3rd Floor, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (E), Mumbai - 400 103
 Tel: +91 22 6677 3333 Fax: +91 22 6677 3334 www.oberoirealty.com Email: corporate@oberoirealty.com CIN: L45200MH1999PLC114618





बरल - ७		
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बरल - ७/		
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OBEROI CONSTRUCTIONS LIMITED

Commerz, 3rd Floor, International Business Park
Oberoi Garden City, Off Western Express Highway,
Goregaon (East), Mumbai - 400 063
Tel: +91 22 66773333 Fax: +91 22 66773334
CIN: U45202MH1993PLC074838

December 15, 2020

The Joint Sub-Registrar of Assurances,
Borivli-7, 2nd Floor, MTNL Office Building,
Near to Charkop Police Station,
Charkop, Kandivli (West),
Mumbai 400067

Dear Sir,

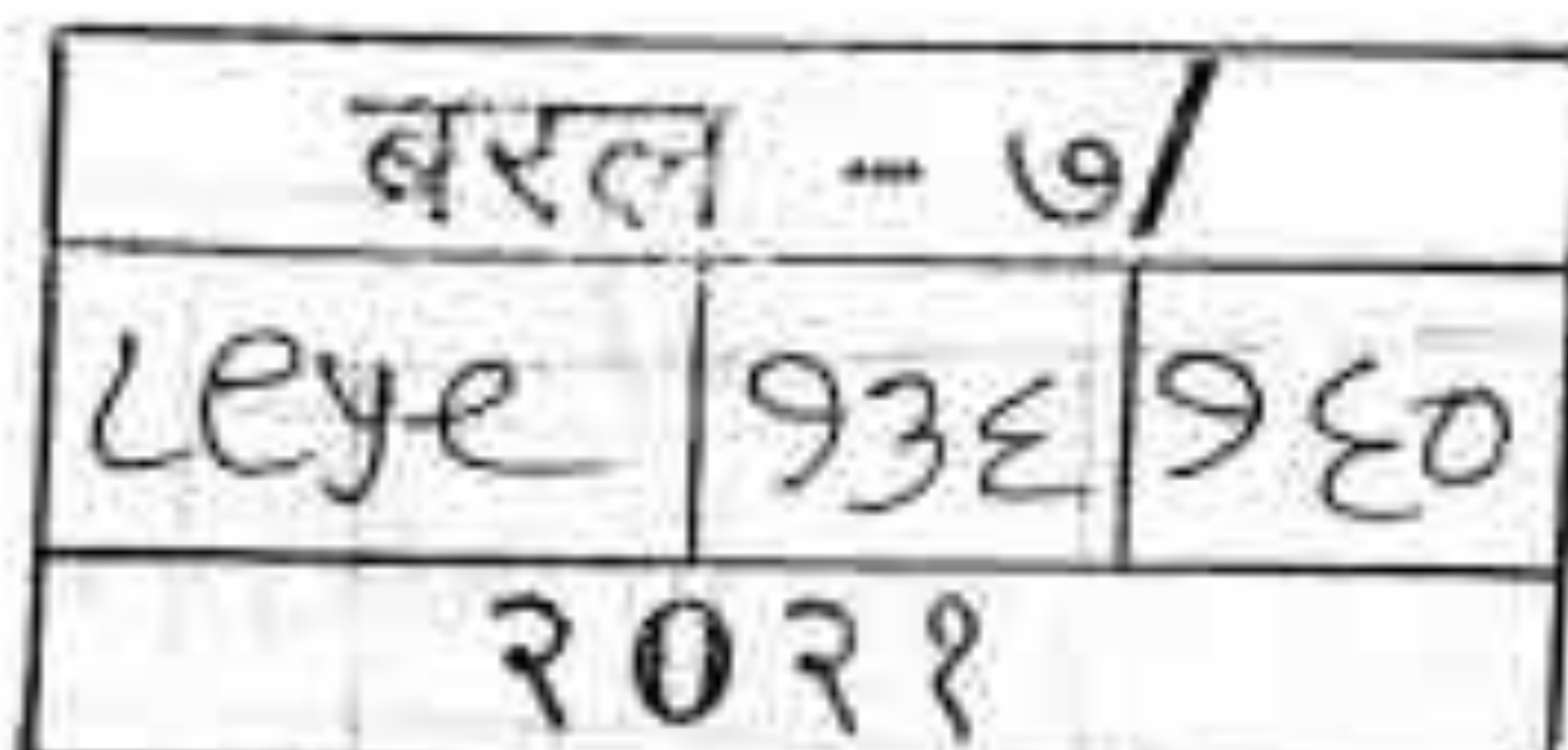
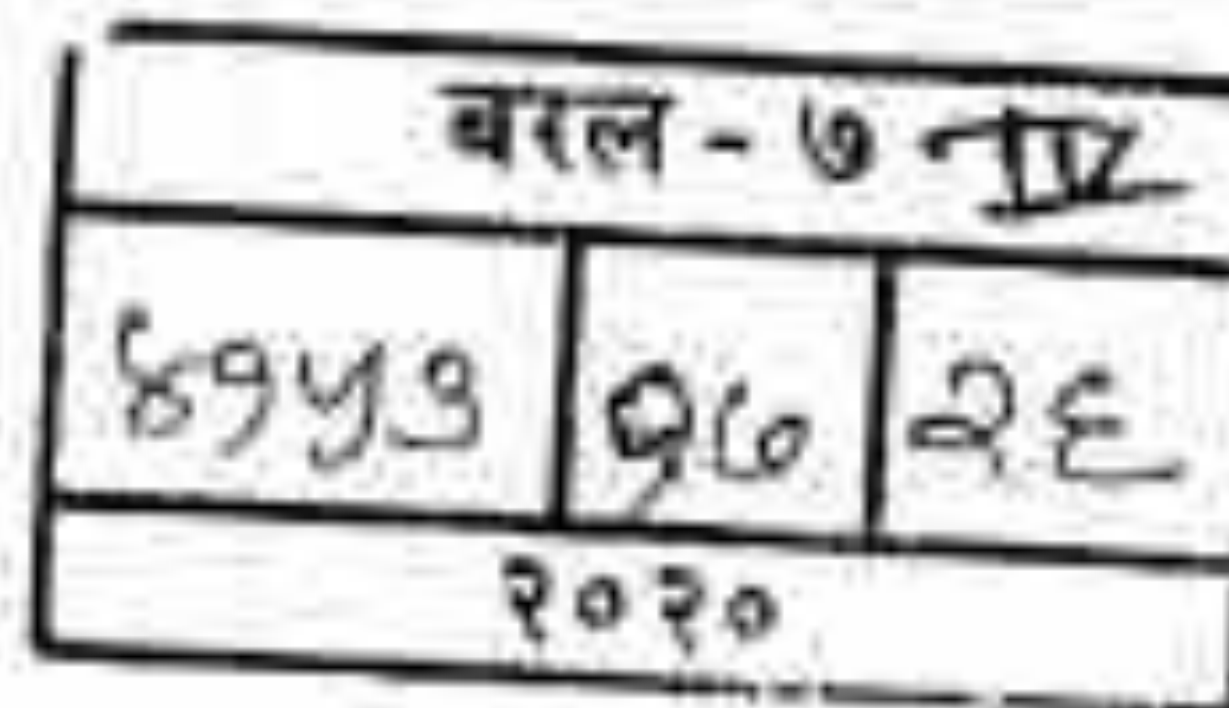
This is to confirm that any one person from Group 'A' jointly with any one person from Group 'B' below are/ may be authorized to sign and execute Premises Ownership Agreements, Agreement for Sale, Tripartite Agreements, Transfer Agreements, Undertakings, Deeds of Confirmation, Deeds of Rectification, Deeds of Cancellation, Supplemental Agreements, and all incidental deeds, agreements and writings in pursuance thereto relating to premises in the existing/ future residential projects of the Company.

Group A	Group B
1. Ms. Kirti Chedha	1. Mr. Hitesh Naik
2. Ms. Shermin Murtuza	2. Ms. Rakhee Desai
3. Ms. Bhavna Mordani	3. Mr. Nilesh Tank
4. Ms. Sheetal Nichleri	4. Mr. Pradeep Parmar
5. Ms. Dipali Dhole	5. Mr. Rohan Naik
	6. Ms. Trupti Jani
	7. Mr. Abhishek Bajoria
	8. Mr. Deepak Agrawal
	9. Mr. Jagdish Meriya
	10. Mr. Keyur Jangbari



For Oberoi Constructions Limited

[Signature]
Company Secretary





बरल - ७ TV		
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बरल - ७/		
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२०२१		



INCLINE REALTY PRIVATE LIMITED

Commerz, 3rd Floor, International Business Park,
Oberoi Garden City, Off Western Express Highway,
Goregaon (East), Mumbai - 400 063
Tel: +91 22 68772333 Fax: +91 22 68773334
CIN : U65400MH2014PTC255010

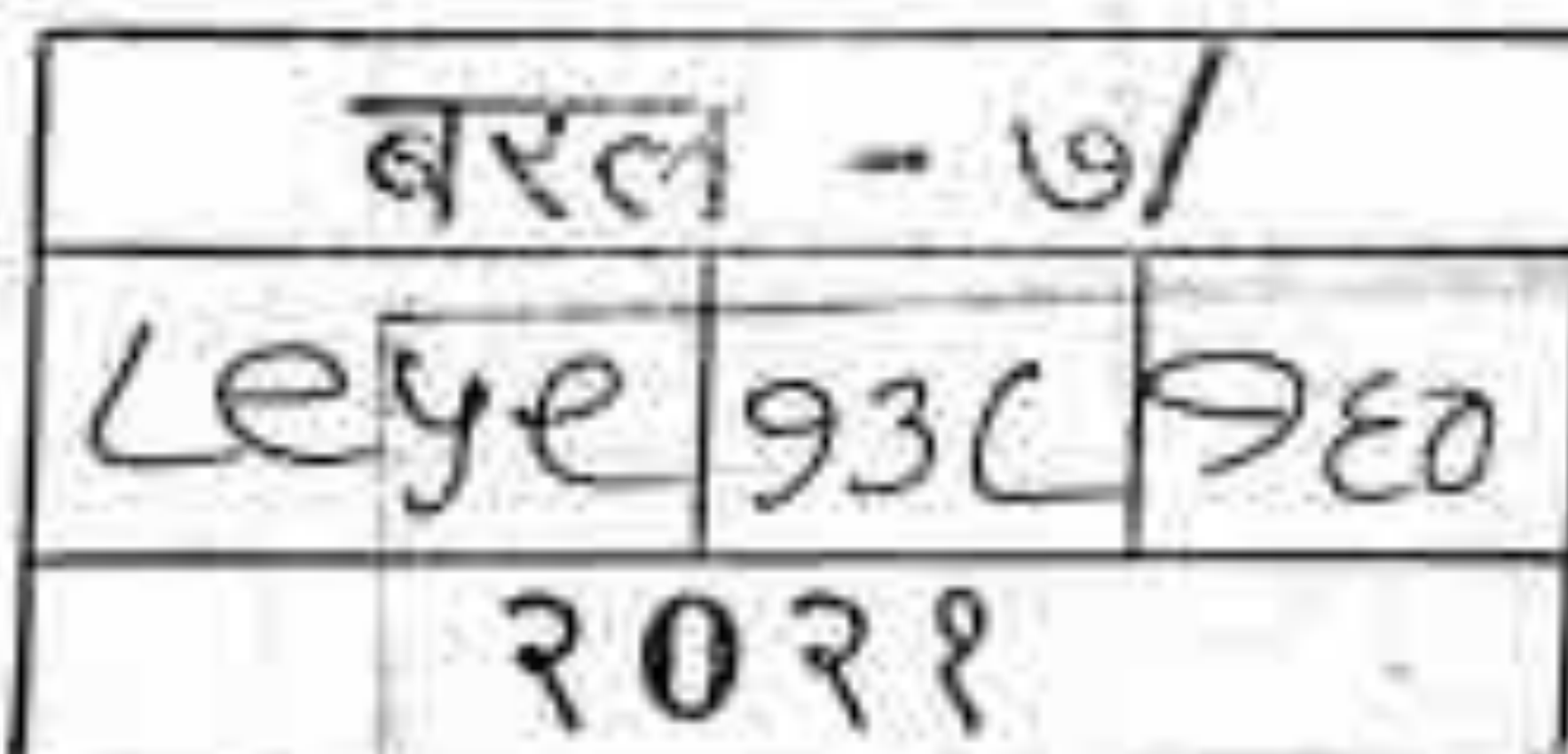
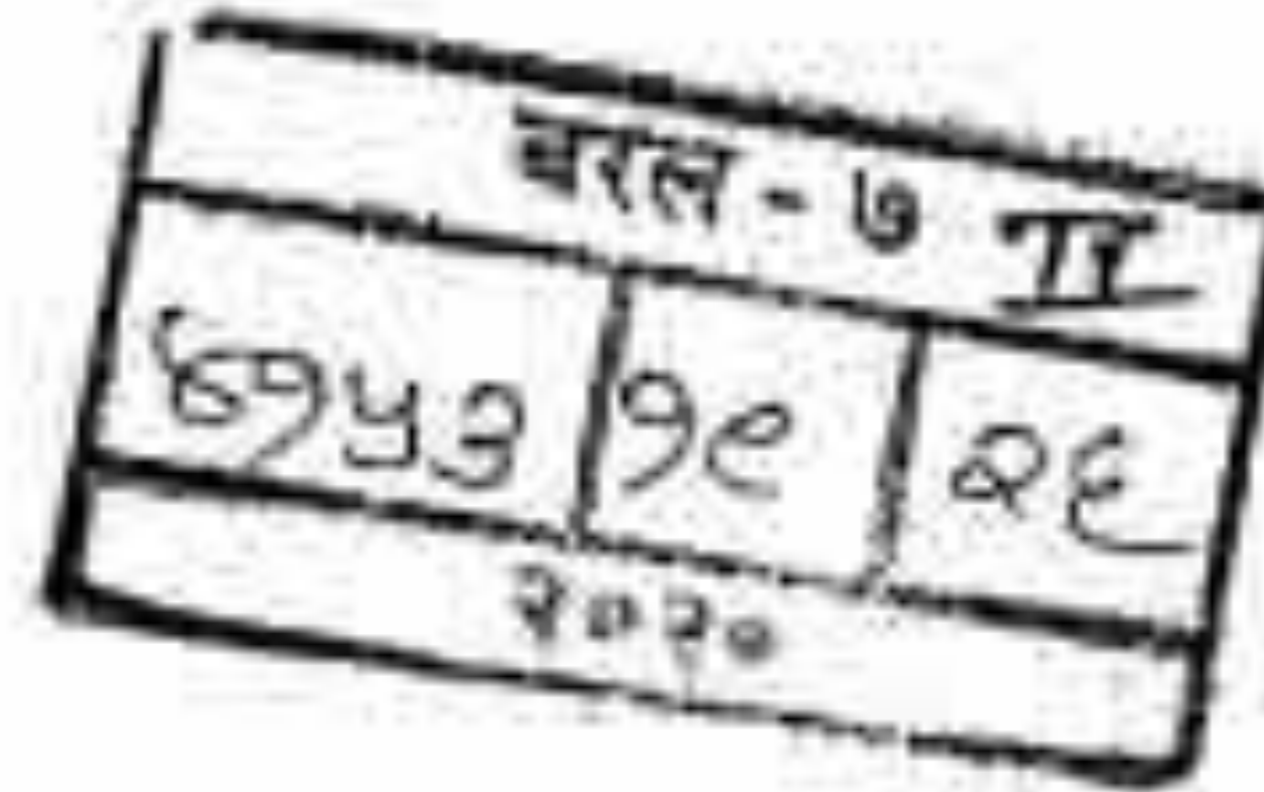
December 15, 2020

The Joint Sub-Registrar of Assurances,
Borivali-7, 2nd Floor, MTNL Office Building,
Near to Charkop Police Station,
Charkop, Kandivli (West),
Mumbai 400067

Dear Sir,

This is to confirm that any one person from Group 'A' jointly with any one person from Group 'B' below are/ may be authorized to sign and execute Premises Ownership Agreements, Agreement for Sale, Tripartite Agreements, Transfer Agreements, Undertakings, Deeds of Confirmation, Deeds of Rectification, Deeds of Cancellation, Supplemental Agreements, and all incidental deeds, agreements and writings in pursuance thereto relating to premises in the existing/ future residential projects of the Company.

Group A	Group B
1. Ms. Kirti Chadha	1. Mr. Hitesh Nalk
2. Ms. Sharmin Murtuza	2. Ms. Rakhee Desai
3. Ms. Bhavna Mordani	3. Mr. Nilesh Tank
4. Ms. Sheetal Nichani	4. Mr. Pradeep Parmar
5. Ms. Dipak Chole	5. Mr. Rohan Nalk
	6. Ms. Tripti Jani
	7. Mr. Abhishek Bajaria
	8. Mr. Deepak Agrawal
	9. Mr. Jagdish Meriya
	10. Mr. Keyur Jangbari



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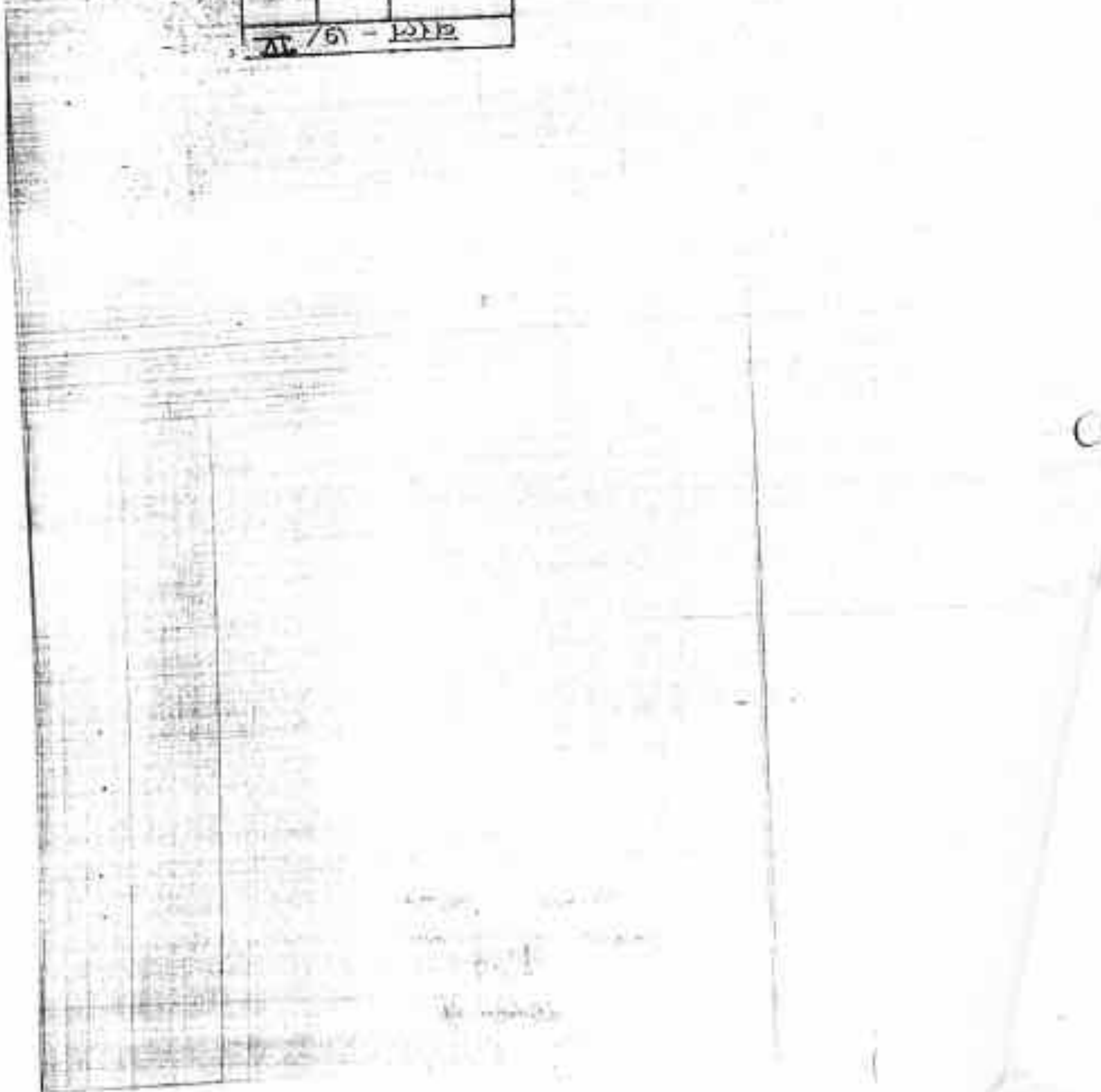
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930	932	934
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११/१ - १११		



Summary-2 (दस्त गोषवारा भाग - २)

24	नाम: ओबेरोय दिवाली सि. व इतर ठके ओबोरोय सिव्हेटी पिता: राजेंद्र पत्नी: अश्विनी, माळा नं: 3 रा मजला, इमारतीचे नाम: ओबोरोय ओबेरोय हाईस सिटी, ब्लॉक नं: गोरेगाव पु. मुंबई, रोड नं: ओप वेस्टर्न एक्सप्रेस हायवे, महापट्ट, मुंबई. पिन संख्या: AABCK0235H	कुलमुखावर देणार नं: 38 स्वाक्षरी:		
25	नाम: ओबेरोय दिवाली सि. व इतर ठके ओबोरोय सिव्हेटी पिता: राजेंद्र पत्नी: अश्विनी, माळा नं: 3 रा मजला, इमारतीचे नाम: ओबोरोय ओबेरोय हाईस सिटी, ब्लॉक नं: गोरेगाव पु. मुंबई, रोड नं: ओप वेस्टर्न एक्सप्रेस हायवे, महापट्ट, मुंबई. पिन संख्या: AABCK0235H	कुलमुखावर देणार नं: 43 स्वाक्षरी:		
26	नाम: ओबेरोय दिवाली सि. व इतर ठके ओबोरोय सिव्हेटी पिता: राजेंद्र पत्नी: अश्विनी, माळा नं: 3 रा मजला, इमारतीचे नाम: ओबोरोय ओबेरोय हाईस सिटी, ब्लॉक नं: गोरेगाव पु. मुंबई, रोड नं: ओप वेस्टर्न एक्सप्रेस हायवे, महापट्ट, मुंबई. पिन संख्या: AABCK0235H	कुलमुखावर देणार नं: 48 स्वाक्षरी:		
27	नाम: ओबेरोय दिवाली सि. व इतर ठके ओबोरोय सिव्हेटी पिता: राजेंद्र पत्नी: अश्विनी, माळा नं: 3 रा मजला, इमारतीचे नाम: ओबोरोय ओबेरोय हाईस सिटी, ब्लॉक नं: गोरेगाव पु. मुंबई, रोड नं: ओप वेस्टर्न एक्सप्रेस हायवे, महापट्ट, मुंबई. पिन संख्या: AABCK0235H	कुलमुखावर देणार नं: 39 स्वाक्षरी:		
28	नाम: ओबेरोय दिवाली सि. व इतर ठके ओबोरोय सिव्हेटी पिता: राजेंद्र पत्नी: अश्विनी, माळा नं: 3 रा मजला, इमारतीचे नाम: ओबोरोय ओबेरोय हाईस सिटी, ब्लॉक नं: गोरेगाव पु. मुंबई, रोड नं: ओप वेस्टर्न एक्सप्रेस हायवे, महापट्ट, मुंबई. पिन संख्या: AABCK0235H	कुलमुखावर देणार नं: 41 स्वाक्षरी:		
29	नाम: ओबेरोय दिवाली सि. व इतर ठके ओबोरोय सिव्हेटी पिता: राजेंद्र पत्नी: अश्विनी, माळा नं: 3 रा मजला, इमारतीचे नाम: ओबोरोय ओबेरोय हाईस सिटी, ब्लॉक नं: गोरेगाव पु. मुंबई, रोड नं: ओप वेस्टर्न एक्सप्रेस हायवे, महापट्ट, मुंबई. पिन संख्या: AABCK0235H	कुलमुखावर देणार नं: 34 स्वाक्षरी:		
30	नाम: ओबेरोय दिवाली सि. व इतर ठके ओबोरोय सिव्हेटी पिता: राजेंद्र पत्नी: अश्विनी, माळा नं: 3 रा मजला, इमारतीचे नाम: ओबोरोय ओबेरोय हाईस सिटी, ब्लॉक नं: गोरेगाव पु. मुंबई, रोड नं: ओप वेस्टर्न एक्सप्रेस हायवे, महापट्ट, मुंबई. पिन संख्या: AABCK0235H	कुलमुखावर देणार नं: 43 स्वाक्षरी:		

Handwritten signatures and initials:
 - 48/2020
 - Jadhav
 - Puri
 - Subram
 - Wator
 - Keyur
 - N.H. Jamb
 - J.V. Manoj



बरल - ७/IV		
२९५३	२५	२६
२०२०		

बरल - ७/		
२९५३	२५	२६
२०२१		

दिनांक: 15/12/2020 05:12:26 PM
 दिनांक: 15/12/2020 05:14:38 PM
 प्रसाह दयानि निवासक बोरोवली-७,
 मुंबई उपनगर जिल्हा.



Payment Details

sr	Purchaser	Type	Verification No/Vendor	QRN/Licence	Amount	Used At	Debit Number	Debit Date
1	OBEROI REALTY LTD	eChallan	03006172020121501109	MH008389234202021E	500.00	SO	0000838544202021	15/12/2020
2		By Cash			520	RF		
3	OBEROI REALTY LTD	eChallan		MH008389234202021E	100	RF	0003838544202021	15/12/2020

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

4103/2020

Know Your Rights as Registrars

1. Verify scanned Document for correctness through download (4 pages on a 4MB) printed after scanning.
2. Get print immediately after registration.

For feedback, please write to us at feedback.mh@maharashtra.gov.in

प्रमाणित दस्तऐवज क्र. 2E
 रकममात्रे रुपये 7943
 बतल 7943 / 19/20
 पुस्तक क्रमांक 1 प्रथम 19 वा
 मोदल.
 दिनांक: १५ डिसेंबर २०२०

शिवराज
 मुख्य मुख्य निबंधक कोरीवली इ. - ४
 मुंबई नगर, विभा

बतल - 19/19		
7943	2E	2E
२०२०		



बतल - ७/		
Leve	१०५	१६०
२०२१		



बरल - ७/		
८९९	१४६	१६०
२०२१		

आयकर विभाग
INCOME TAX DEPARTMENT
RAVI JAYWANT BHALERAO
JAYWANT BHALERAO

भारत सरकार
GOVT. OF INDIA

27/07/1983
 Permanent Account Number
AQFPB8795E



भारत सरकार
GOVT. OF INDIA

भारत जन विभाग
Mandal Udyog Yojana

वर्ष / Year of Birth: 1983
लिंग / Male
7001 0647 0834




आधार - सामान्य माणसाचा अधिकार



वरल - ७/		
लेख	१००	१६०
२०२१		

३०३१		
०३६	७२७	२६२७
१२८ - १०/		



मूल्यांकन वर्ष: 2021
 जिल्हा: मुंबई (उत्तर)
 मूल्य विभाग: ११-पहाडी-गोंगाव पूर्व (शेरीवली)
 उप मूल्य विभाग: ११ 230 A भूभाग: सांख्यिक विभागातील लिटींगसह मधील मिळकती
 सर्व्हे नंबर व भू हक्कात: सि टी एस नंबर=140

वार्षिक मूल्य दर लक्षातूनून मूल्यदर रु. सुटी नवीन	निवासी सदनिका	वर्गांतर	दुकाने	शेतीतील	संरचनात्मक प्रकार
104400	296340	294420	295400	216340	शेती मीटर

बांधव क्षेत्राची माहिती
 बांधकाम क्षेत्र (Area Type): 310 12 चौमिटर मीटर
 बांधकामाचे वर्गीकरण: 1-अव सी सी
 उद्देशाने सुविधा: आहे
 प्रकारचे क्षेत्र: 10 barrow and stone रस्ता संपुष्ट
 Sale Type - First Sale
 Date Recd of Draft as Property constructed after circular dt.02.01.2018

(सूच) प्रकल्पचे क्षेत्रातूनून दर = (प्रकाशानुसार मिळकतीचा प्रती चौ. मीटर मूल्यदर) * 100%
 प्रकल्पचे क्षेत्रातूनून निवासी सदनिका करीत प्रती चौ. मीटर दर = Rs 226974/-

मरला निहाय दर दर = 11% अपूर्ण Water = Rs 261000

प्रकाशानुसार मिळकतीचा प्रती चौ. मीटर मूल्यदर = वार्षिक मूल्यदर * मूल्य नवीनीकरण + प्रकाशानुसार हजेरीवली + मूल्य नवीनीकरण
 = 226974 * 20 + 104400 * 11 + 261000 = 704400
 = Rs 704400

A) मूळ मिळकतीचे मूल्य = करीत प्रकल्पचे मूल्य दर + मिळकतीचे क्षेत्र
 = 261020 * 511.12
 = Rs 80947322.4
 E) इतिहास वाहन तळणे क्षेत्र इतिहास वाहन तळणे मूल्य
 = 41.82 * 261020 * 22.100
 = Rs 2372847.1

एकजिहा अंतिम मूल्य
 = मूळ मिळकतीचे मूल्य - अडकलेले मूल्य - वेळीसाले मरला क्षेत्र मूल्य - लक्ष्य क्षेत्रीय मूल्य - करीत मरलेले मूल्य - इतिहास वाहन तळणे मूल्य - मूल्य नवीनीकरण वाहन तळणे मूल्य - इतर अर्थीकरण मूल्य नवीनीकरण - इतिहास वाहन तळणे - मरलेले क्षेत्र मूल्य
 = A - B + C - D - E - F - G - H - I + J
 = 80947322.4 - 0 - 261000 - 2372847.1 - 0 - 0 - 0 - 0 - 0
 = Rs 83004807.1



बरल - ७/		
९५६	९५६	९५०
२०२१		



बरल - ७/		
Leye	१५०	१६०
२०२१		



Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 2611202108349

Receipt Date 29/11/2021

Received from ORL, Mobile number 0000000000, an amount of Rs.1200/-, towards Document Handling Charges for the Document to be registered on Document No. 8959 dated 29/11/2021 at the Sub Registrar office Joint S.R. Borivali 7 of the District Mumbai Sub-urban District.

DEFACED

₹ 1200

DEFACED

Payment Details

Bank Name MAHB

Payment Date 28/11/2021

Bank CIN 10004152021112607417

REF No. 006696423

Deface No 2611202108349D

Deface Date 29/11/2021

This is computer generated receipt, hence no signature is required.



बरल - ७/		
८९५९	९५९	९६०
२०२१		



बरल - ७/		
Leye	१५२	१६०
२०२१		



Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 2611202108427

Receipt Date 29/11/2021

Received from ORL, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 8959 dated 29/11/2021 at the Sub Registrar office Joint S.R. Borivall 7 of the District Mumbai Sub-urban District.

DEFACED

₹ 2000

DEFACED

Payment Details

Bank Name MAHB

Payment Date 26/11/2021

Bank CIN 10004152021112607483

REF No. 006746396

Deface No 2611202108427D

Deface Date 29/11/2021

This is computer generated receipt, hence no signature is required.



बरल - ७/		
लेये	१५३	१६०
२०२१		



बरल - ७/		
Leye	१५४	१६०
२०२१		

CHALLAN
MTR Form Number-6



GRN	MH009046936202122M	BARCODE	Date 22/11/2021-17:03:48		Form ID
Department	Inspector General Of Registration		Payer Details		
Type of Payment	Registration Fee	Ordinary Collections IGR	TAX ID / TAN (If Any)		
Office Name	BRL7_JT SUB REGISTRAR BORIVALI 7		PAN No. (If Applicable)		
Location	MUMBAI		Full Name	RITESH SATYADEO KANODIA	
Year	2021-2022 One Time		Flat/Block No.	FLAT NO B-2905 TOWER B ELYSIAN	
Account Head Details	Amount In Rs.	Premises/Building	OBEROI GARDEN CITY OFF W E HIGHWAY		
0030063301 Amount of Tax	30000.00	Road/Street	GOREGAON EAST MUMBAI		
		Area/Locality	GOREGAON EAST MUMBAI		
		Town/City/District	GOREGAON EAST MUMBAI		
		PIN	4 0 0 0 6 3		
		Remarks (If Any)	SecondPartyName=OBEROI REALTY LIMITED-		
		Amount In	Thirty Thousand Rupees Only		
		Words	30,000.00		
Total	30000.00				
Payment Details	PUNJAB NATIONAL BANK		FOR USE IN RECEIVING BANK		
Cheque/DD Details	Bank CIN	Ref. No	03006172021112200849	231121M1166798	
Cheque/DD No.	Bank Date	RBI Date	23/11/2021-16:03:24	24/11/2021	
Name of Bank	Bank-Branch		PUNJAB NATIONAL BANK		
Name of Branch			1, 24/11/2021		
Department ID			Mobile No.	0000000000	
NOTE: This challan is valid for document to be registered in Sub Registrar Office only. For unregistered document.					
Digitally signed by IS VIRTUAL TREASURY MUMBAI 03 Date: 2021.11.29 11:00:34 IST Reason: Secure					
Sr. No.	Document No.	Defacement No.	Defacement Date	Amount	Defacement Amount
1	(S)-451-8958	0004430382202122	29/11/2021-10:57:10	IGR196	30000.00
Total Defacement Amount					30,000.00



बरल - 6/

लेख 944 980

२०२१



बरल - ७/		
८५६	९५६	९६०
२०२१		

CHALLAN
MTR Form Number-8



GRN: MH009232023202122E	BARCODE	Date: 25/11/2021-16:01:44	Form ID: 25.2
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Department: Inspector General Of Registration		Payer Details	
Type of Payment: Stamp Duty		TAX ID / TAN (If Any)	
Office Name: BRL7_JT SUB-REGISTRAR BORIVALI 7		PAN No (If Applicable)	
Location: MUMBAI		Full Name	OBEROI REALTY LIMITED
Year: 2021-2022 One Time		Flat/Block No.	FLAT NO. 2905 IN ELYSIAN TOWER B
Account Head Details		Premises/Building	OBEROI GARDEN CITY
0030045501 Sale of NonJudicial Stamp	Amount In Rs. 4931000.00	Road/Street	GOREGAON EAST
		Area/Locality	
		Town/City/District	
		Pin	400003
		Remarks (If Any)	SecondPartyName=RITESH KANODIA-
Total 4931000.00		Amount In	Forty Nine Lakh Thirty One Thousand Rupees Only
		Words	



Payment Details: STATE BANK OF INDIA		FOR USE IN RECEIVING BANK	
Cheque-DD Details		Bank CIN	Ref No: 00040572021112508772
Cheque/DD No.		Bank Date	RBI Date: 25/11/2021-05:55:46
Name of Bank		Bank Branch	STATE BANK OF INDIA
Name of Branch			330 26/11/2021

Department ID: [Blank] Mobile No: 9820518201
 NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for registered document.



Handwritten text: 25/11/2021
 4931000.00
 2021

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	151-451-8258 ✓	0004430388202122	25/11/2021-10:57:05	IGR195	4931000.00
Total Defacement Amount					49.31,000.00



१८०६		
१० - १२७		

बरल - ७/		
८५५	१५८	१६०
२०२१		

451 8959

मौसमा 29 नोव्हेंबर 2021 11:08 म.पू.

रुमन रोपवारा भाग-1

बरल 7

रुमन क्रमांक 8959/2021

रुमन क्रमांक: बरल 7 / 8959 / 2021

वाजाग मूल्य: ₹ 8,31,04,807/- गारुडता: ₹ 8,86,05,000/-

भरलेले मुद्रांक शुल्क: ₹ 49,31,000/-

द. नि. मस. दु. नि. बरल 7 चांचे कार्यालय

प्र. क्र. 8959 वर दि. 29-11-2021

सैमी 10:55 म.पू. वा. रुमन केला.

वाजनी 9674

वाजनी दिनांक: 29/11/2021

सावाभरगाराचे मस. गिनेल कनोडिया

नोडणी पी. = 30000.00

रुमन इतराणाची की = 3200.00

वृशाची मरणा 180

एकूण 33200.00

R Kanodia

रुमन रुमन करमाच्याची मही.

Shavan

पुसह दुय्यम निबंधक बोरीवली-७
मुंबई उपनगर, जिल्हा.

Shavan

पुसह दुय्यम निबंधक बोरीवली-७
मुंबई उपनगर, जिल्हा.

मुद्रांक शुल्क: (एक) कोषाच्याही महासंस्काराविकेच्या हद्दीत किंवा म्यासगण भरलेल्या कोषाच्याही अदक कोषाच्या हद्दीत किंवा एम-बंद (शेक) मध्ये नसून न केलेल्या कोषाच्याही नागरी कोषात.

शिफा क्र. 1 29 / 11 / 2021 10 : 55 : 04 AM ची वेळ: (सावरीकरण)

शिफा क्र. 2 29 / 11 / 2021 10 : 57 : 05 AM ची वेळ: (सी)

प्रतिज्ञापत्र

* सादर दस्तऐवज हा सैमी वरुच 1976 ऑर्गन भसलेल्या
सरतुदीनुसारच नोंदणीत दाखल केलेला आहे. * एम-बंद संपूर्ण
मजकूर, निष्पादक उरुले, वृशापीर व सोवण जोडलेल्या उतरांपत्रांची
सत्यता तपासली आहे. * वाजनी सत्यता, धैर्यता कायदेशीर, जाबोसुद्धी
दस्त निष्पादक व बसुलेल्या हे संपूर्णभणे जबाबदार राहतील.

Chavani
लिहून देणारे

R Kanodia
लिहून देणारे:

Rishi Kanodia



बरल - ७/
Leye gye 950
2021

29/11/2021 10:59:53 AM

उत्तम क्रमांक: 8959/2021

उत्तम भाग: अंतरात्मा

क्र.सं.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा छपा
1	सा.श्री.श्री.श्री. विद्यालयाचे नि. व. प्रशा. निदेशी अमित मुरगुडा व विवेक टी. व. शाखाचे मुख्यालय निदेशी वेळीचे पत्ता प्लॉट नं. अफिम, माळा नं. 3 रा. मजला, इमारतीचे नाव बांधकाम अंतिम मॉडेल वि.डी. अफिम नं. गोंगाव पु. मुंबई, गेट नं. अफिम वेस्टन गॅलरीस हायवे, मजगाव, मुंबई. पिन नं. AABCK0235H	विद्युत देणारा वय -23 स्वाक्षरी-		
2	सा.श्री.श्री.श्री. कर्नाटिका पत्ता प्लॉट नं. मदनिका क्र. 2502, माळा नं. - इमारतीचे नाव अममोन प्रेन्टींग, अफिम नं. अफिम एम. सी. गेट, गेट नं. गोंगाव पु. मुंबई, मजगाव, मुंबई. पिन नं. ASWPK4540L	विद्युत देणारा वय -45 स्वाक्षरी-		
3	सा.श्री.श्री.श्री. कर्नाटिका पत्ता प्लॉट नं. मदनिका क्र. 2502, माळा नं. - इमारतीचे नाव अममोन प्रेन्टींग, अफिम नं. अफिम एम. सी. गेट, गेट नं. गोंगाव पु. मुंबई, मजगाव, मुंबई. पिन नं. AIRPK1806F	विद्युत देणारा वय -45 स्वाक्षरी-		

Signature

B Kanodi e

Rutika Kanodi e

दुर्लभ इतरांचे व उत्तम गोपनीयता भाग-2 का उत्तम गोपनीयता काल दिनांक बदल करणारे दिनांक 3-11-2021 10:58:54 AM

बरल - ७/

लेये १९० १९०

२०२१

क्र.सं.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा छपा
1	सा.श्री.श्री.श्री. मदनिका क्र. 2502, माळा नं. - इमारतीचे नाव अममोन प्रेन्टींग, अफिम नं. अफिम एम. सी. गेट, गेट नं. गोंगाव पु. मुंबई, मजगाव, मुंबई. पिन नं. 400102	विद्युत देणारा वय -23 स्वाक्षरी-		
2	सा.श्री.श्री.श्री. मदनिका क्र. 2502, माळा नं. - इमारतीचे नाव अममोन प्रेन्टींग, अफिम नं. अफिम एम. सी. गेट, गेट नं. गोंगाव पु. मुंबई, मजगाव, मुंबई. पिन नं. 400102	विद्युत देणारा वय -36 स्वाक्षरी-		

Signature

Signature

दिनांक 4-11-2021 10:59:32 AM

दिनांक 5-11-2021 10:59:52 AM सा.श्री.श्री.श्री. मदनिका क्र. 1

प्रमाणित करण्यात येते की या वस्तुनामचे एकूण १९० पाने आहेत

बरल - ७/ लेये १९० /२०२१

पुस्तक क्रमांक १ क्रमांक.....बर नोंदला.

दिनांक: २९/११/२०२१

सह दुय्यम निबंधक बोरीवली-७

मुंबई उपनगर, जिल्हा.

क्र.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used	Deface Number	Deface Date
1	OBEROI REALTY LIMITED	eChallan	00040572021112509772	MH009232023202122E	49310	RF	0004430392202122	29/11/2021
2		eChallan		MH009046636202122M	30000	RF	0004430392202122	29/11/2021
3				2611202108427	2000	RF	2611202108427D	29/11/2021
4				2611202108349	1200	RF	2611202108349D	29/11/2021



[SD Stamp Duty] [RF Registration Fee] [Document Handling Charges]

गांधीचे नाव पी.एस.पहाडीगोरेगांव

(1) विनिश्चयना प्रकार	करातनामा
(2) मावजा	98605000
(3) मावजा-भाब(मांडपट्टेबाण्या बाबनिपट्टेबाबान् अबाणी देवी वी परदेशा न समुद्र कानवे)	83104807.1
(4) भू-मापन पोट्रिन्सा व पात्रमांक(अमण्याम)	1) पात्रिक्केचे नाव: मुंबई मन्षा इतर सर्वेन ; सदरिका नं: 2905, माळा नं: 29 वा प्रजला, टॉवर वी, इमारतीचे नाव: एलिसिवन, प्लॉक नं. गोरगाव पु. मुंबई 400063, रोड : ऑफ वेस्टर्न एक्सप्रेस हायवे, इतर माहिती: सदरिका क्षेत्रफळ 281.93 चौ. मीटर कार्पेटेड(रेग कार्पेट)भीजत 1 बाह्यतक टेंडर व 1 बाह्यतक विगत (C.T S. Number - 550 AND OTHERS.))
(5) क्षेत्रफळ	1) 281.93 चौ.मीटर
(6) अबाणी किंवा भूची देखाव अमेन देखा	
(7) दप्तरावत करन देखा-वा/निवृत्त देखा-वा पसकागाचे नाव किंवा विवाही न्यायानपाचा हुकुमनामा किंवा अवेअर अमण्याम,प्रतिवादिचे नाव व पत्ता	1). नाव:-अंबाबाई लियान्डी लि. व अंधो. सिव्हीटी गार्मेन मुम्बई व विनेग टँक वीघातके मुख्यालय निोम कॅम्पे वध -23; पत्ता:-प्लॉट नं. अंधित, माळा नं. 3 रा मजला, इमारतीचे नाव: कॉमर्स अंबेगाव गार्डेन विटी, प्लॉक नं. गोरगाव पु. मुंबई, रोड नं. ऑफ वेस्टर्न एक्सप्रेस हायवे, महाराष्ट्र, मुम्बई. पिन कोड-400063 प्लॉक नं:-AABCK0235H
(8) दप्तरावत करन देखा-वा पसकागाचे व किंवा विवाही न्यायानपाचा हुकुमनामा किंवा अवेअर अमण्याम,प्रतिवादिचे नाव व पत्ता	1). नाव:-रिटेग क्लोविषा वध -45; पत्ता:-प्लॉट नं. सदरिका क. 2502, माळा नं. -, इमारतीचे नाव: अतमोल प्रन्टींग, प्लॉक नं. ऑफ एन. व्ही. रोड, रोड नं. गोरगाव पु. मुंबई, महाराष्ट्र, मुम्बई. पिन कोड-400104 प्लॉक नं:-ABWPK4540L 2). नाव:-रिडु क्लोविषा वध -45; पत्ता:-प्लॉट नं. सदरिका क. 2502, माळा नं. -, इमारतीचे नाव: अतमोल प्रन्टींग, प्लॉक नं. ऑफ एन. व्ही. रोड, रोड नं. गोरगाव पु. मुंबई, महाराष्ट्र, मुम्बई. पिन कोड-400104 प्लॉक नं:-AIRPK1806F
(9) दप्तरावत करन देखावा विवाह	28/11/2021
(10) दप्तरावत करन देखावा विवाह	29/11/2021
(11) अनुक्रमण कर व पुढे	8959/2021
(12) वातावरणवापरमागे मुद्रांक शुल्क	4931000
(13) वातावरणवापरमागे नोदणी शुल्क	30000
(14) अंग	



मुम्बईकरनाती विधानात देखावता अर्थात:-
 मुद्रांक शुल्क अर्जातला निवृत्तता अमुम्बई - (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



खरी प्रत
 Jhaver
 सह. दुष्यम निबंधक, बोरीवली-७
 मुंबई उपनगर जिल्हा

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	OBEROI REALTY LIMITED	eChallan	00040572021112509772	MH009232023202122E	4931000.00	SD	0004430386202122	29/11/2021
2		eChallan		MH009046936202122M	30000	RF	0004430392202122	29/11/2021
3		DHC		2611202106427	2000	RF	2611202108427D	29/11/2021
4		DHC		2611202108349	1200	RF	2611202108349D	29/11/2021

[SD: Stamp Duty] [RF: Registration Fee] [DHC: Document Handling Charges]



Dated this 26th day of November, 2021

Between

Obero Realty Limited

...Promoter

And

1) MR. RITESH KANODIA

2) MRS. RINKU KANODIA

... The Allottee/s

AGREEMENT FOR SALE OF PREMISES

ELYSIAN, Tower B
Premises No. 2905
29th floor

29/11/21

1.40

↓ e