

बंदर - १	
११/०२	३
२०१७	

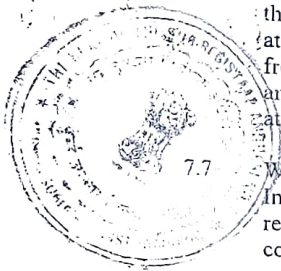
of the amounts by the Promoter (as stated in this clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or Parking Space and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the Parking Space in the manner it deems fit and proper.

7.3 In the event, the Allottee elects his remedy under sub-clause (7.2) (a) above, the Allottee shall not subsequently be entitled to the remedy under sub-clause (7.2) (b) above.

7.4 The Allottee agrees that the remedies mentioned in clause 7.2 (a) read with clause 7.2 (b) above constitute the Allottee's sole remedy in such circumstances and the Allottee foregoes any and all his rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.

7.5 The Allottee agrees and confirms that the Parking Space allotted to him shall stand automatically cancelled in the event of cancellation, termination (including voluntary termination), surrender, relinquishment, resumption, re-possession etc. of the said Premises.

7.6 If the Allottee fails to make payment of any of the amounts under this Agreement on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to the Promoter interest at the Interest Rate, 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.



7.7 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 due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee/s committing 3 (three) defaults of payment of instalments of the Sale Consideration, the Promoter shall be entitled at his own option and discretion, to terminate this Agreement, without any reference or recourse to the Allottee. 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 / email address provided by the Allottee, 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 interest at the Interest Rate thereon, then on the expiration of the Default Notice, the

[Handwritten signature]

[Handwritten signature]

बदर - १		
29/02/20	209	202

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 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 sub-clause and without prejudice to the other rights and conditions of the Promoter, the rights of the Allottee under this Agreement and in respect of the said Premises shall automatically and immediately stand extinguished and terminated and the Promoter shall be entitled to sell and transfer the said Premises to another allottee ("**New Allottee**") for such sale consideration and in such manner as it deems fit and proper. In such a case, the Promoter shall be entitled to forfeit and appropriate unto itself an amount equivalent to (a) 10% of the Sale Consideration and (b) the actual loss (that is the difference in the sale price of the said Premises to the Allottee and the New Allottee) to occur on the resale of the said Premises to the New Allottee as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty ("**Liquidated Damages**"). Upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to New Allottee and provided the Allottee/s has/have executed and/or registered the necessary deeds, documents and writings as may be required by the Promoter including with respect to the termination of this Agreement, the Promoter shall after deduction of Liquidated Damages, refund the balance amount of the Sale Consideration to the Allottee/s exclusive of any indirect taxes, stamp duty, brokerage, registration charges, other payments/outgoings, etc.

- 7.8 In the event the Allottee is desirous of voluntarily terminating the transaction of sale / purchase of the said Premises/this Agreement, the Allottee shall give a prior written notice of at least 30 (thirty) days to the Promoter stating the Allottee's intention for termination of the transaction of sale / purchase of the said Premises/said Agreement. In such circumstances, the Promoter shall be entitled to forfeit and appropriate unto itself an amount equivalent to (a) 10% of the Sale Consideration and (b) the actual loss (that is the difference in the sale price of the said Premises to the Allottee and the New Allottee) to occur on the resale of the said Premises to the New Allottee as and by way of agreed genuine pre-estimate of Liquidated Damages and not by way of penalty. Upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to New Allottee and provided the Allottee/s has/have executed and/or registered the necessary deeds, documents and writings as may be required by the Promoter including with respect to the termination of this Agreement, the Promoter shall after deduction of Liquidated Damages, refund the balance amount of the Sale Consideration to the Allottee/s exclusive of any indirect taxes, stamp duty, brokerage, registration charges, other payments/outgoings, etc.

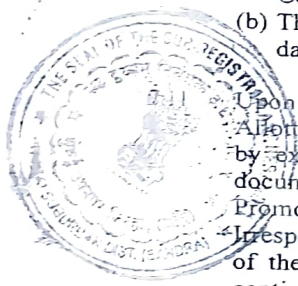
7-10-2019
[Handwritten signature]

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 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 to the Promoter as specified in 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 deem fit.

In the event of termination of this Agreement, the amounts paid by the Allottee towards Service Tax, GST, Cess for Worker Welfare, Swachh Bharat Cess, Krishi Kalyan Cess and / or any other taxes as mentioned above and deposited with the statutory authorities shall be refunded without interest thereon only upon receiving corresponding refund / getting credit of the corresponding amount paid / deposited, from the statutory authorities.

7.10 Procedure for taking possession -

- (a) Upon obtainment of the Occupation Certificate from the MCGM and upon payment by the Allottee of all the instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing ("**Possession Notice**") within 90 (ninety) days of receiving the Occupation Certificate of the Real Estate Project.
- (b) The Allottee shall take possession of the said Premises within 15 days of the Possession Notice ("**Possession Period**");



Upon receiving the Possession Notice from the Promoter, the Allottee 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. Irrespective of whether the Allottee takes or fails to take possession of the Premises within the Possession Period, such Allottee 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.

7.12 Further, on demand made by the Promoter, the Allottee shall on or before taking possession of the said Premises deposit the property taxes, maintenance charges and other onetime charges as more particularly mentioned in Part A and Part B of the **Seventh Schedule** hereunder written ("**Other Charges**"). It is hereby clarified that with respect to the amounts listed in **Part A of the Seventh Schedule** hereunder written, the Promoter has made the Allottee aware that the amounts mentioned therein are with respect to costs incurred / to be incurred with respect to the said Premises (as and by way of costs of said Premises) and as such the Promoter shall

[Handwritten initials/signatures]

2022 - 2		
2022	2023	2024

not be liable, responsible and / or required to render the account in respect of the amounts mentioned therein and received by the Promoter and shall be entitled to retain and appropriate the same to its own account and; with respect to the amounts listed in **Part B of the Seventh Schedule** hereunder written, the Promoter shall render the account in respect of the amounts mentioned therein and received by the Promoter, and the unspent balance, if any, shall be transferred to the said Society's Account, without any interest on the amounts received from the Allottee, at the time of handing over the charge of the Real Estate Project to the said Society.

7.12 In the further event of the Allottee failing to take possession of the said Premises, by the Possession Date, the Promoter shall be entitled to levy and the Allottee shall bear and pay to the Promoter, holding charges at the rate of Rs.40/- (Rupees Forty Only) per square feet per month calculated on the carpet area of the said Premises (hereinafter referred to as "**Holding Charges**") for the entire period of such delay in taking possession. The Allottee agrees and confirms that the said sum of Rs.40/- (Rupees Forty Only) per square feet per month (or part thereof) shall be considered as holding charges as stipulated under this clause and shall be a distinct charge not related to and shall be in addition to all other amounts/deposits payable by the Allottee to the Promoter under this Agreement / transaction in addition to other charges/amounts in terms of the provisions of this Agreement / transaction;

7.13 Further, on demand made by the Promoter, the Allottee shall on or before taking possession of the said Premises deposit the property taxes, maintenance charges and other onetime charges as and/or more particularly mentioned in Part A and Part B of the **Seventh Schedule** hereunder written ("**Other Charges**"). It is hereby clarified that with respect to the amounts listed in **Part A of the Seventh Schedule** hereunder written, the Promoter has made the Allottee aware that the amounts mentioned therein are with respect to costs incurred to be incurred with respect to the said Premises (as and by way of costs of said Premises) and as such the Promoter shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned therein and received by the Promoter and shall be entitled to retain and appropriate the same to its own account and with respect to the amounts listed in **Part B of the Seventh Schedule** hereunder written, the Promoter shall render the account in respect of the amounts mentioned therein and received by the Promoter, and the unspent balance, if any, shall be transferred to the said Society's Account, without any interest on the amounts received from the Allottee, at the time of admitting the Allottee as a member of the said Society upon the merger of the New Society with the said Society;

7.14 The Allottee shall from the expiration of the Possession Period be liable to bear and pay his proportionate share i.e. in proportion to the

[Handwritten signature]

[Handwritten signature]

27528	SET - 2
-------	---------

Carpet area of the said Premises, of outgoings in respect of the Real Estate Project and the said Land including *inter-alia*, local 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 charges, common electricity, sinking fund, expenses relating to 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 in the layout of the said Land including repair and maintenance of common staircase, lifts, sanitation, fire-fighting equipments, close circuit TV, 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 said Land including the outgoings in respect of the common services, internal roads, lights and other conveniences and utilities as will be available in common for the Real Estate Project. It is clarified that with respect to the Corpus Fund to be paid / deposited by the Allottee as per Sr. No. 2 of Part B of Seventh Schedule hereunder written, the interest accrued thereon shall be utilized towards the maintenance of common amenities of the Whole Project including towards the expenses mentioned above. It is further clarified that notwithstanding payment of Corpus Fund, the Allottee shall be liable to bear and pay to the New Society / said Society / Apex Body, the property tax, sinking funds, repair funds, insurance, as per the carpet area of the said Premises and the water charges as per the inlet, as and when demanded by the New Society / said Society / Apex Body;



7.15 The Allottee hereby agrees that, in the event of any amount becoming payable to MHADA, the MCGM or the State Government, by way of betterment charges, development taxes or any other payment of a similar nature in respect of the said Land and/or the Real Estate Project thereon, the same shall be paid/reimbursed by the Allottee to the Promoter, in the proportion in which the area of the said Premises shall bear to the ultimate total area of all the flats/units/premises in the Real Estate Project. The Allottee is aware that as per the terms of the said Development Agreement, the Promoters have given certain undertakings to the said Society/MHADA/MCGM with regard to the Real Estate Project/Whole Project. The Promoter shall be liable to fulfill all the terms and conditions under the said undertakings, so far as the said Premises is concerned, upto the Possession Date. Thereafter the Allottee shall be liable to fulfill all the terms and conditions of the said undertakings so far as the said Premises is concerned at his own cost and expense;

7.16. The Promoter shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, sums received on account of the share capital for the formation of the New Society or towards the out goings and shall utilize the amounts only for the purposes for which they have been received.

[Signature]

[Signature]

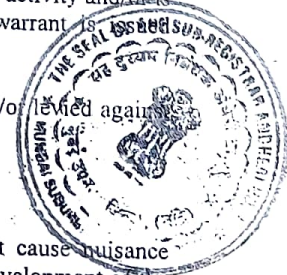
[Signature]

बंदर - १		
[Signature]	[Signature]	[Signature]
REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE		

8. **REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE**

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

- 8.1 He is competent to enter into contract and is/are not prohibited from entering into this Agreement and/or to undertake the obligations, covenants, etc. contained herein;
- 8.2 He has 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;
- 8.3 No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee or all or any of his assets and/or properties;
- 8.4 None of his assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.;
- 8.5 No notice is or has been received from the Government of India (either Central, State or Local) and/or from any other Government abroad and/or any proceedings initiated against the Allottee for his involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is levied against him;
- 8.6 No execution or other similar process is issued and/or levied against him and/or against any of his assets and properties;
- 8.7 He has not compounded payment with his creditors;
- 8.8 He is not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the said Land and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments;
- 8.9 The representations and warranties stated in this Clause are of a continuing nature and the Allottee shall be obliged to maintain and perform such representations and warranties.



9. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

[Signature]

[Signature]

9.1	The Promoter has clear and marketable title and has the requisite rights to carry out development upon the said Land, and also has actual, physical and legal possession of the Land for the implementation of the Whole Project;			

- 9.2 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;
- 9.3 There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee;
- 9.4 There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee;
- 9.5 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 to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;
- 9.6 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 created herein, may prejudicially be affected;
- 9.7 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 said Land and the said Premises, which will, in any manner, affect the rights of Allottee under this Agreement;
- 9.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;
- 9.9 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 in accordance with clause 7.10 above and thereupon shall be proportionately borne by the New Society;



[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

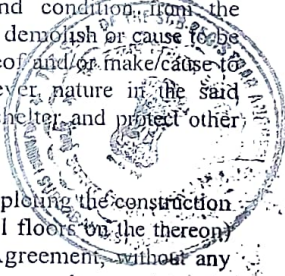
SHEET - 7		
97/02/00	34	302

9.10 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 Land) has been received or served upon the Promoter in respect of the Land and/or the Real Estate Project except those disclosed to the Allottee.

10. COVENANTS OF THE ALLOTTEE

The Allottee by himself 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 and Whole Project, for maintaining the value of the Real Estate Project and Whole Project, and for ensuring that any easement in respect of any of the aforesaid remains unaffected:

- 10.1 Not to do or suffer to be done anything in or to the Real Estate Project, 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' own cost in good repair and condition, from the expiration of the Possession Period and not to demolish or cause to be demolished the said Premises or any part thereof and/or make/cause to make any addition or alteration of whatsoever nature in the said Premises and in particular so as to support, shelter and protect other parts of the Real Estate Project;
- 10.2 Not to raise any objection to the Promoter completing the construction of the Real Estate Project (including additional floors on the thereon) in accordance with applicable law and this Agreement, without any interference or objection, whether prior to or subsequent to the Allottee taking possession of the said Premises;
- 10.3 Not to object to the Promoter laying through or under or over the said Land 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/real estate projects which are to be developed and constructed on any portion of the said Land;
- 10.4 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 said Society/New Society/Apex Body with respect to the use and occupation of the said Premises;
- 10.5 Not to make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent;



P

[Handwritten signature]

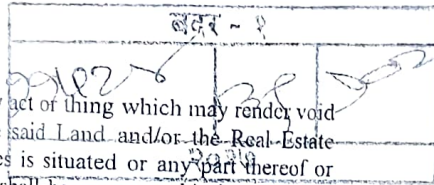
357 - 1	
0.6	Not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces;
10.7	Not to make any alteration in the elevation and outside colour scheme of paint and glass of the Real Estate Project and not cover/enclose the planters and service slabs or any of the 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 FSU/development potential of the said Land;

10.8 To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the expiration of the Possession Period (irrespective whether the Allottee takes possession or not) and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Real Estate Project and the said Premises itself or any part thereof without the consent of the local authorities and Promoter;

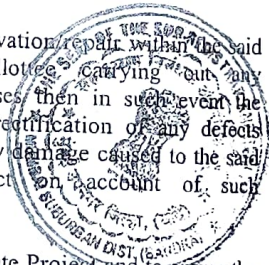
10.9 Not to store anything on the refuge floor nor store any goods in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach;



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



- 10.11 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 10.12 Not to affix air conditioner/s at any other place other than at the location earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the Real Estate Project or any part thereof in any manner whatsoever;
- 10.13 Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Real Estate Project / or any part thereof in any manner whatsoever;
- 10.14 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Land and/or the Real Estate Project;
- 10.15 Not to display at any place in the said Premises or the Real Estate Project or any part thereof any bills, posters advertisement, name boards, neon signboards or illuminated signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project or any part thereof or common areas therein or in any other place or on the window, doors and corridors of the Real Estate Project or any part thereof or anywhere else whatsoever on the said Land or any structures thereon;
- 10.16 Not to do or permit to be done any renovation/repair within the said Premises. In the event of the Allottee 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;
- 10.17 To maintain the aesthetics of the Real Estate Project and to ensure the quiet and peaceful enjoyment by all the allottees and occupants therein 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 and the said Land;
- 10.18 To use the said Premises or any part thereof or permit the same to be used only for personal residential purpose and the Parking Space only for purpose of parking vehicle/s;
- 10.19 To bear and pay in a timely manner as stated herein all amounts, dues, taxes, instalments of Sale Consideration, as required to be paid under this Agreement;

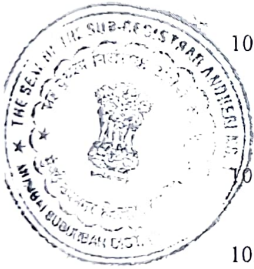


B

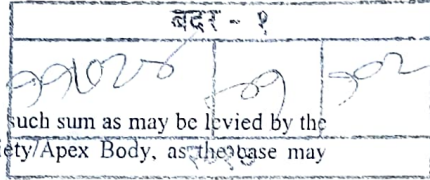
Handwritten signature or initials.

19/02/20	10.20	Not to change the user of the said Premises without the prior written permission of the Promoter/New Society/said Society and concerned statutory authority/ies;
----------	-------	--

- 10.21 Until the Allottee is admitted as the member of the said Society; not to 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, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter;
- 10.22 To observe and perform all the rules and regulations which the said Society/New Society/Apex Body may adopt/have in place and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Wing/Real Estate Project and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the New Society /said Society/Apex Body regarding the occupancy 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 out-goings in accordance with the terms of this Agreement;
- 10.23 To permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof;
- 10.24 Not to create any hardship, nuisance or annoyance to any other allottees in the Real Estate Project;
- 10.25 Not to do himself or through any other person anything which may or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and/or the installations for providing facilities in the Real Estate Project including any electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, etc. or any common areas, facilities and amenities. If the Allottee or members of the Allottee family or any servant or guest of the Allottee commits default of this sub-clause then the Allottee shall immediately take remedial action



[Handwritten signatures]



and shall also become liable to pay such sum as may be levied by the Promoter/ said Society/ New Society/ Apex Body, as the case may be, on each such occasion;

- 10.26 Not to change the name of the Real Estate Project and/or the Whole Project either by himself or through the New Society/Other New Societies/said Society/Apex Body, at any point of time without the prior written permission of the Promoter;
- 10.27 The representations and warranties stated in this clause are of a continuing nature and the Allottee shall be obliged to maintain and perform such representations and warranties.

11. FORMATION OF THE NEW SOCIETY & APEX BODY

11.1 Formation of the New Society and Other New Societies:

- 11.1.1. The Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee 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;
- 11.1.2. The Allottee shall, along with other allottees of premises/units in the 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 in the Real Estate Project alone shall be joined as members ("the New Society");
- 11.1.3. For this purpose, the Allottee shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the New Society and for becoming a member thereof, including the bye-laws of the New Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoter to register the New Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the New Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority;

99628		11.1.4.	The name of the New Society shall be solely decided by the Promoter;
99628		11.1.5.	The New Society shall admit all allottees of flats and premises in the Real Estate Project as members, in accordance with its bye-laws;

11.1.4. The name of the New Society shall be solely decided by the Promoter;

11.1.5. The New Society shall admit all allottees of flats and premises in the Real Estate Project as members, in accordance with its bye-laws;

11.1.6. The Promoter shall be entitled, but not obliged to, join as a member of the New Society in respect of unsold premises in the Real Estate Project, if any. As and when unsold Promoters Premises are sold by the Promoter, the New Society shall admit the allottees of such flats and/or Parking Space comprised in the Promoters Premises as its members without demanding any amounts towards transfer fees, premiums, donations or by whatever name called save and except the Share Application and Entrance Fees and in the manner as may be prescribed in the bye-laws of the New Society;

11.1.7. Post execution of the Society Conveyance, the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing, etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, and/or pay any amount, compensation whatsoever to the New Society/Apex Body for the sale/allotment or transfer of the unsold premises in the Real Estate Project or in the Whole Project, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs.1000/- (Rupees One Thousand) per month in respect of each unsold premises towards the outgoings;

11.1.8. Post execution of the New Society Conveyance (hereinafter defined below), the New Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard;

11.1.9. With respect to the other real estate projects, the Promoter shall submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in those particular real estate projects, 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 New Societies"). The Promoter shall similarly undertake the necessary steps for formation of the Other New Societies in which the allottees of the premises/units comprised in the other real estate projects comprised in the



B

[Handwritten signature]

said Land shall become members, in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and RERA Rules;

11.1.10. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the New Society and/or Other New 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 New Society/Other New Societies and their respective members/intended members including the Allottee, as the case may be, and the Promoter shall not be liable toward the same.

11.2. Conveyance of Structure to the New Society and Other New Societies:

11.2.1. Within 3 months from (a) the receipt of the entire sale consideration from the allottees of the premises in the Real Estate Project and (b) the date of issuance of the Full Occupation Certificate with respect to the Real Estate Project, the Promoter shall, execute/cause to execute the conveyance of the structure of the Real Estate Project (excluding basements, ground and stilts) to the New Society together with the Real Estate Project's exclusive common areas, amenities and facilities as described in **Second Schedule** herein, ("**New Society Conveyance**"). The New Society shall be required to join in execution and registration of the New Society Conveyance. The costs, expenses, charges, levies and taxes on the New Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the New Society alone. Post the New Society Conveyance, the New Society shall be responsible for the operation, management and/or supervision of the Real Estate Project including common areas, facilities and amenities therein and the Promoter shall not be responsible for the same;

11.2.2. The Promoter shall execute and register similar conveyances to the Other New Societies with respect to their respective real estate project ("**Other New Societies' Conveyance**").

11.3. **Formation of APEX Body**

The Promoter shall form a single composite body comprising of the New Society and the Other New Societies with respect to the buildings

constructed on the said Land for effective management and control of the common areas and facilities within the said Larger Land and execute the Deed of Conveyance or such other instruments in favour of the apex body.

12.1 Within a period of 3 months of obtainment of the Occupation Certificate of the last of the Real Estate Project of the Whole Project, the Promoter shall submit application/s to the competent authorities for the formation of apex body comprising of New Society and the Other New Societies ("**Apex Body**") under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.

12.2 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of 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 said New Society together with Other New Societies and the Promoter; shall not be liable toward the same.

12.3 Upon such formation of Apex Body the Apex Body shall admit all the members of the said New Society and Other New Societies as the Members of the Apex Body provided that the Apex Body receives from said New Society and Other New Societies the fees prescribed to be paid with the nominal amount of application money and nominal amount of money for issue of shares of the Apex Body together with all the necessary documents, bank statements and registers evidencing the same and the Apex Body shall issue share certificates in respect thereto and shall take steps to increase its share capital for the purpose of issuing shares.

12.4 Within 3 (three) months from the formation of Apex body the Promoter shall execute/cause to execute conveyance of the Larger Land (which will include the land underneath New Society and Other New Societies) together with the basements, ground and stilts of the Real Estate Project as well as of New Society and Other New Societies, together with the Infrastructure, Common Areas, Amenities and Facilities on the Larger Land in favour of the Apex Body ("**Apex Body Conveyance**")

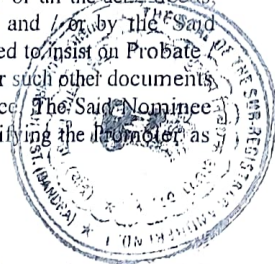
12.5 The said New Society and/or the Apex Body as may be formed by the Promoter shall function as per the rules and regulations framed by the Promoter/said New Society /Apex Body. The Allottee shall observe and perform all the rules, regulations and bye-laws of the said New Society and the Apex Body as may be formed by the Promoter and as may be amended and altered from time to time and shall perform and observe the rules and regulations for the time being of the concerned local authority, government or public bodies. The Allottee shall also observe and perform all the terms and

333 - 2		
Handwritten signature	Handwritten signature	Handwritten signature
2018		

stipulations laid down by the said New Society regarding occupation and use of the said Unit.

12. **NOMINEE**

The Allottee hereby nominates the person more particularly mentioned in the **Fifth Schedule** hereunder written (hereinafter referred to as the "**Said Nominee**") as his nominee in respect of the said Premises. On the death of Allottee, the Said Nominee shall assume all the obligations of the Allottee under this Agreement or otherwise, and shall be liable and responsible to perform the same. If the Said Nominee fails to perform the obligations under this Agreement and/or fails to comply with the terms and conditions of this Agreement (including but not limited to making payments of all amounts / taxes as stated hereunder and/or as intimated separately), then the Promoter shall be entitled to terminate this Agreement in the manner stated herein. The Allottee shall at any time hereafter be entitled to substitute the name of the Said Nominee for the purposes herein mentioned. The Promoter shall only recognize the Said Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter in writing) and deal with him in all matters pertaining to the said Premises. The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions, etc. of and / or by the Said Nominee. The Promoter shall at its discretion be entitled to insist on Probate Succession Certificate / Letter of Administration and/or such other documents as the Promoter may deem fit, from the Said Nominee. The Said Nominee would be required to give an indemnity bond indemnifying the Promoter as may be necessary and required by the Promoter.



13. **LOAN AND MORTGAGE**

- 13.1. The Allottee shall be 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 permit and issue their respective no objection letter to the Allottee to enable him at his sole risk, costs and expenses to obtain loans from the Banks and/or the Financial Institutions by mortgaging the said Premises. The Promoter shall however be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement;
- 13.2. 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. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

Handwritten signature

Handwritten signature

FEC - 2	
209	

Notwithstanding any of the provisions hereof, the Allottee hereby agrees that the Promoter shall have first lien/charge until all the amounts including the total consideration, taxes and other charges and amounts payable in respect of the said Premises have not been paid and the Allottee has no objection and hereby waives to raise any objection in that regard.

13.3. 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 Consideration and other balance amounts payable by the Allottee under this Agreement.

13.4. The Allottee hereby indemnifies and shall keep indemnified the Promoter from and against all claims, costs, charges, expenses, damages and losses which the Promoter may suffer due to any action that may be initiated by the Bank/Financial institution on account of such loan or for recovery of loan on account of any breach by the Allottee of the terms and conditions governing the said loan. Notwithstanding any of the provisions hereof, the Allottee hereby agrees that the Promoter shall have first lien/charge on the said Premises towards all the claims, cost, charges, expenses, losses incurred by the Promoter and the Allottee undertakes to reimburse the same to the Promoter without any delay or demur or default. The Allottee hereby further indemnifies and shall keep indemnified the Promoter, its directors, agents, executives, and officers by and against any action, damages or loss due to breach of any terms and conditions and/or the covenants given by the Allottee under this Agreement for which the Allottee shall be solely liable and responsible.



13.5. In the event of any enforcement of security/mortgage by any bank financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law.

14. MISCELLANEOUS

14.1 The Allottee undertakes that in the event the Allottee is a Non Resident Indian / Person of Indian Origin (i.e. foreign national of Indian origin) / foreign national / foreign company (as may be applicable) at the time of execution of this Agreement and/or anytime thereafter or if at any time there is a change in applicable laws governing sale / purchase of immovable property by resident / non-resident Indian Citizens, then the Allottee shall solely be responsible to intimate the same in writing to the Promoter immediately and comply with the applicable laws including but not limited to the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules made thereunder or any statutory amendment(s), modification(s) made

Handwritten initials and signatures at the bottom of the page.

thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permissions, approvals which would enable the Promoter to fulfill the Promoter's obligations under this Agreement. Any refund, transfer of security, if at all, that may be payable by the Promoter to the Allottee as per the terms of this Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on Allottee's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee alone shall be liable for any action under the Foreign Exchange Management Act, 1999 Reserve Bank of India Act, 1934 and Rules made thereunder or any other applicable laws as amended from time to time. The Promoter shall not be liable in any manner whatsoever in this regard. The Allottee shall keep the Promoter, its directors, executives, agents and officers fully indemnified and harmless in this regard. The Promoter shall also not be responsible towards any third party making payment/ remittances on behalf of the Allottee and such third party shall not have any right in the said Premises in any way and the Promoter shall issue the payment receipts in favour of the Allottee only;

- 14.2. The Whole Project Amenities including the swimming pool and club house/fitness centre to be constructed on the said Land shall be for the exclusive use of all the residents/ purchasers/ occupiers/ allottees of the flats/ units/ premises of the real estate projects in the Whole Project including the residents/ occupiers of the Wings and the same shall not be commercially exploited and shall not be used for any other purpose. The Allottee undertakes to comply with all the terms/ conditions/ stipulations framed by the Promoter / New Society / said Society/Apex Body with respect to the use of the swimming pool and club house/fitness centre. The Allottee confirm/s and acknowledge/s that the Whole Project Amenities shall be utilized by all the members of the said Society, or future members of such Other New societies as may be formed for each Real Estate Project and in turn the members of the Apex Body;
- 14.3 The Allottee will not claim compensation from any competent authority or from the Promoter in respect of inadequate open space all around the Real Estate Project. The Allottee is aware and hereby confirms that he shall not object to the concessions availed by the Promoter for deficiency in open space nor will he object for any deficiency in neighbourhood development;
- 14.4 The Allottee shall compile and preserve the documents / drawings / certificates as specified in the IOD and handover the same to the New Society in the manner stated therein or as may be mutually agreed between the New Society and the Promoter on completion of the entire

development of the said Land. Thereafter, the Allottee shall cause the New Society to preserve and maintain the documents / drawings / certificates received from the Promoter. The Allottee shall also cause the New Society to carry out the necessary repairs, structural audit, fire safety audit at regular intervals as required by the Chief Fire Officer.

14.5 The Allottee is aware that the development of the said Land is a layout development and that the layout RG shall be available to all the residents of the Larger Land;

14.6 The Promoter shall be entitled to construct site offices/sales lounge on the said Land and shall have the right to access the same at any time without any restriction whatsoever until the development of the said Land and / or amalgamated lands has been completed in all respects and the full development potential has been utilised by the Promoter;

14.7 It is agreed between the parties that, if the Allottee intends to visit the under construction project then it shall make a written request to the Promoter for a site visit and the Promoter if it so deems fit, shall within 7 (seven) working days from receipt of the request intimate the Allottee the date and time for such visit. The Allottee shall accordingly be entitled to site visit on the date and the time as intimated by the Promoter accompanied by site staff of the Promoter and the Allottee agrees to follow all the safety precautions during the site visit. It is further clarified that, no children below the age of 15 years shall be allowed to enter the site. The Allottee hereby undertakes not to hold the Promoter responsible for any loss or damage or harm incurred or suffered by the Allottee or any person accompanying the Allottee, due to negligence or wrongful acts or otherwise, during the site visit;



14.8 The Allottee is aware that the sample/show flat if any, constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purposes of show casing the premises, and the Promoter is not liable, required and / or obligated to provide any furniture, items, electronic goods, amenities etc. as displayed in the said sample/show flat, other than as expressly agreed by the Promoter under this Agreement;

14.9 The Allottee is aware that all natural materials including marble, granite, natural timber, etc. and the factory produced materials like tiles, paint etc., contain veins and grains with tonality differences and are also susceptible to inherent shade and colour variations. The Promoter represents that though it shall pre-select such natural and factory produced materials for installation / application in the Real Estate Project and the same is on a best endeavour basis, the Allottee shall not hold the Promoter liable for their non-conformity, natural dis-colouration, tonal differences or inconsistency at the time of installation / application;

[Handwritten signatures]

~~14.5~~ - ~~development of the said Land. Thereafter, the Allottee shall cause the New Society to preserve and maintain the documents, drawings, certificates received from the Promoter. The Allottee shall also cause the New Society to carry out the necessary repairs, structural audit, fire safety audit at regular intervals as required by the Chief Fire Officer.~~

14.5 The Allottee is aware that the development of the said Land is a layout development and that the layout RG shall be available to all the residents of the Larger Land.

14.6 The Promoter shall be entitled to construct site offices/ sales lounge on the said Land and shall have the right to access the same at any time without any restriction whatsoever until the development of the said Land and / or amalgamated units has been completed in all respects and the full development potential has been utilised by the Promoter.

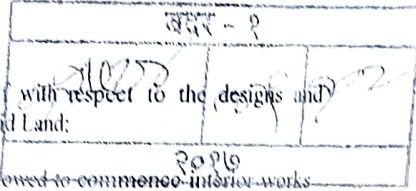
14.7 It is agreed between the parties that if the Allottee intends to visit the under construction project then it shall make a written request to the Promoter for a site visit and the Promoter if it so deems fit, shall within 7 seven working days from receipt of the request intimate the Allottee the date and time for such visit. The Allottee shall accordingly be entitled to site visit on the date and the time as intimated by the Promoter accompanied by site staff of the Promoter and the Allottee agrees to follow all the safety precautions during the site visit. It is further clarified that no children below the age of 18 years shall be allowed to enter the site. The Allottee hereby undertakes not to hold the Promoter responsible for any loss or damage or harm incurred or suffered by the Allottee or any person accompanying the Allottee, due to negligence or wrongful acts or otherwise, during the site visit.



The Allottee is aware that the sample show flat if any, constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purposes of show basing the premises, and the Promoter is not liable, required and / or obligated to provide any furniture, items, electronic goods, amenities etc. as displayed in the said sample show flat, other than as expressly agreed by the Promoter under this Agreement.

14.9 The Allottee is aware that all natural materials including marble, granite, natural timber, etc. and the factory produced materials like tiles, paint etc., occur in veins and grains with locality differences and are also susceptible to inherent shade and colour variations. The Promoter represents that though it shall pre-select such natural and factory produced materials for installation / application in the Real Estate Project and the same is on a best endeavour basis, the Allottee shall not hold the Promoter liable for their non-conformity, natural dis-colouration, social differences or inconsistency at the time of installation / application.

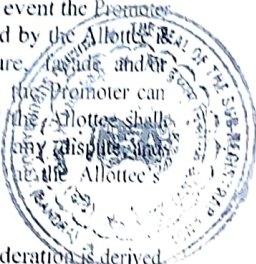
[Handwritten signatures and initials]



14.10 The Allottee has satisfied himself with respect to the designs and materials for construction on the said Land;

14.11 The Allottee shall be permitted/ allowed to commence interior works in the said Premises only upon obtaining the Occupation Certificate and after making all payments in pursuance of this transaction / as per this Agreement and after complying with the terms and conditions of this Agreement.

14.12 The Allottee hereby agrees and declares that he shall submit full-fledged drawings with all specifications before starting interior work of the said Premises and approval/NOC shall be obtained from the Promoter. The Allottee shall prior to commencing the interior works keep deposited as a security deposit, such amounts as may be intimated by the Promoter at the relevant time for carrying out interior work in the said Premises and to ensure that there is no damage to the exterior of the said Premises or any damage to any part of the Real Estate Project, Real Estate Project Amenities, etc. whatsoever ("Fit Out Deposit"). The Fit Out Deposit shall be forfeited in the event of non-compliance by the Allottee with any of the terms and conditions as stated herein and / or in the Promoter's NOC and / or any other documents and / or writings executed by and between the Parties hereto with respect thereto. The Promoter shall be entitled to inspect all interior works carried out by the Allottee. In the event the Promoter finds that the nature of interior work being executed by the Allottee is harmful to the said Premises or to the structure, facade and/or elevation of the said Wing or any part of thereof, the Promoter can require the Allottee to stop such interior work and the Allottee shall stop such interior work at once, without raising any dispute and restore the said Premises to its original condition at the Allottee's costs and expenses;



14.13 The Allottee agrees and confirms that the Sale Consideration is derived on the basis of the Allottee having agreed to pay the Sale Consideration as per the payment schedule more particularly specified in the Sixth Schedule hereunder written and having agreed to comply with the terms and conditions of this transaction (including as mentioned herein).

15. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the said Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, swimming pool, club house/fitness centre, internal access roads and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Conveyance and the Apex Body Conveyance, as the case may be.

16. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

29622 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 who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises in favour of the bank / financial institution more particularly mentioned in the Fifth Schedule hereunder written and hereinafter referred to as "Mortgagee Bank/Financial Institution".

17. **ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises/ Real Estate Project/Whole Project, as the case may be.

18. **RIGHT TO AMEND**

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

19. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES**

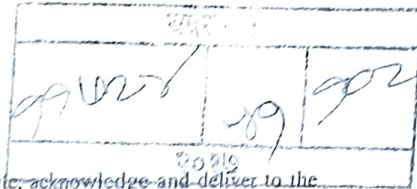
It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent allottees of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

20. **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.

[Handwritten signatures]

21 FURTHER ASSURANCES



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

22 WAIVER

No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party 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.

23 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, in Mumbai City, after the Agreement is duly executed by the Allottee 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 in Mumbai.

24 The Allottee 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 through its duly Authorised Representative will attend such office and admit execution thereof.

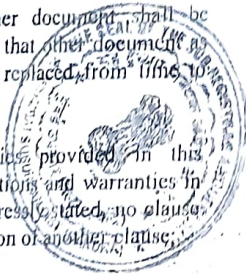
25 All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses / email addresses mentioned in the **Fifth Schedule** hereunder written.

It shall be the duty of the Allottee 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, as the case may be. The Allottee agrees and confirms that notices and other communications sent by an email to the Allottee shall be valid mode of service.

B

RRR - 2		
9902	43	

- 31.1.2 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;
- 31.2 Any reference to the singular shall include the plural and vice-versa;
- 31.3 Any references to the masculine gender shall include the feminine gender and/or the neutral gender and vice-versa;
- 31.4 The Schedules and Annexes 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;
- 31.5 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;
- 31.6 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;
- 31.7 References to a person (or to a word importing a person) shall be construed so as to include:
- 31.7.1 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 entry); and
- 31.7.2 That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.



[Handwritten signature]

[Handwritten signature]