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(८)मोबद्धाः

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कांमकर म ह । सम्ब्रीडिम, रूपाम-प्र (४)

(असल्यास)

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.(६)आकारणी किया जुडी देण्यात अभेत रेव्हा.

च्चामिताम्। स्थितः आदेशः असन्यास,प्रतिवादिन पक्षकाराचे नाव किया दिवाणी ग्यायालयाचा (१) दस्सर्येवज करून देणा-याभिहून ठेवणा-या

नाद व पता.

(८)दस्यादेवय कहन वेणा-या पक्षकाराचे व

आदेश असल्पास,प्रतिवादिचे नाव व पता किंदा दिवाणी न्याथालधाचा हुकुमनामा किंवा

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ा): नाव:-जिगर शाह वय:-36; पता:-प्लॉट नं: 562, माळा नं: -, डमारवीचे नाव: शांबीवन सोमायटी. ब्लॉक मं: न्यू जिक रोड्, रोड गेर क्षेत्री पश्चिम, मुंबई, महाराष्ट्र, MUMBML. मिन कोड:-400053 में

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दस्त क्रमांक : 17648/2023

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प्रतर्भातिकी: मी केल्लवर एक मिगल कारमार्क क्ये कि हो। के के के मि : 03 मि कि

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(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

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क्षेत्रक्ष कारण स्थापन किन्द्रक किन्द्र

क्रिकृ भिर्भित शिमधानामग्रास्त्राह्(६१)

क्ला कांश्रम शिमधानामग्राष्टाङ(८१)

कांम्डी ग्रमाम्बर्क गिर्डाम हरूड(०८)

क्तिमें का किया करन किया है।

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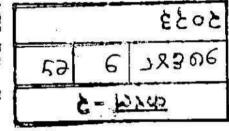
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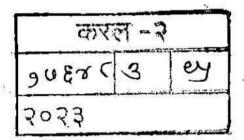
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Shah N. K. Shah





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- 1. THE RECITALS FORM PART OF THE AGREEMENT:
- 2. CONSTRUCTION:
- 3. AGREEMENT AND PAYMENT:
- 4. OUTGOINGS:
- 5. PROPERTY TAXES:
- 6. BUILDING PROTECTION DEPOSIT:
- 7. COMPLIANCE OF LAW BY PROMOTERS:
- 8. TIME IS OF THE ESSENCE:
- 9. DISCLOSURES TO THE ALLOTTEE & RIGHTS AND ENTITLEMENTS OF THEPROMOTERS
- 10. FIXTURES, FITTINGS, AMENITIES AND COMMON AREAS:
- . 11. FLOOR SPACE INDEX PROMOTERS:
- 12. RIGHTS AND ENTITLEMENTS OF THE PROMOTERS:
- 13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:
- 14. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S:
- 15. OBLIGATIONS OF THE ALLOTTEE/S:
- 16. COVENANTS OF THE ALLOTTEE/S:
- 17. ANTI-MONEY LAUNDERING:
- 18. POSSESSION OF THE SAID APARTMENT/SAID UNIT, FORCE MAJEURE:
- * 19. PROCEDURE FOR TAKING POSSESSION:
- 20. FAILURE OF ALLOTEE/S TO TAKE POSSESSION OF THE SAID APARTMENT/SAID UNIT:
- 21. DEFECT LIABILITY PERIOD:
- 22. NO LIABILITY OF PROMOTERS FOR DEFECTS CAUSED DUE TO REPAIR / RENOVATION BY ALLOTTEE/S:
- 23. DEFAULT AND CONSEQUENCES THEREOF:
- 24. SOCIETY /ASSOCIATION AND APEX:
- 25. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:
- 26. BINDING EFFECT:
- 27. ENTIRE AGREEMENT:
- 28. STAMP DUTY AND REGISTRATION:
- 29. SEVERABILITY:
- 30. FURTHER ASSURANCES:
- 31. PLACE OF EXECUTION:
- 32. NOTICES AND JOINT ALLOTEE/S:

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- 33. NOMINEE:
- 34. INDEMNITY:
- DISPUTE RESOLUTION AND GOVERNING LAWS: 35.
- 36. GENERAL PROVISIONS:

SCHEDULES

FIRST SCHEDULE-(Description of Larger Land)

SECOND SCHEDULE- (Description of Free Sale Plot)

THIRD SCHEDULE- (Description of Phase I Plot/Development Land)

FOURTH SCHEDULE- (Description of the Project)

FIFTH SCHEDULE- (Description of the said Apartment)

SIXTH SCHEDULE

SEVENTH SCHEDULE- Description of the Apartment Facilities

EIGHTH SCHEDULE

- Description of the Common Areas And Facilities And Amenities <u>i.</u>
- The Key Common Areas and Amenities ii.

LIST OF ANNEXURES

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AGREEMENT FOR SALE

This AGREEMENT FOR SALE ("Agreement") is made at Mumbai on this_ September, 2023

9082C

BETWEEN

L&T Avenue Realty LLP (formerly known as L&T Asian Realty Project LLP), a limited liability partnership registered under the Limited Liability Partnership Act, 2008, having its registered office at L & T House, Ballard Estate, Mumbai - 400 001 (PAN - AAEFL7465N) and having its Corporate Office at A. M. Naik Tower, L&T Campus, Gate No. 3, Jogeshwari - Vikhroli Link Rd, Powai, Mumbai 400 072, hereinafter called "PROMOTER-1 /L&T LLP" (which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include the partner or partners forthe time being and from time to time of the said LLP, the survivors or survivor of them and the heirs, executors and administrators of such surviving partner and their assigns) of the Fig.

AND

<u>Aryamaan Developers Private Limited</u>, a Private limited Company incorporated and registered under the provisions of the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at Near Transit Camp, Eastern Express Highway, Ghatkopar East, Kamraj Nagar, Mumbai 400 077, (PAN - AAFCA4831M), hereinafter called "PROMOTER-2" / "ARYAMAAN" (which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND PART;

AND

Mr. Jigar Shah, PAN BNXPS6948E, Mr. Nilesh Shah, PAN AAIPS4708A, Mrs. Sadhana Nilesh Shah PAN ABIPS9236P having its registered office/place of business/ residing at 562, Shantivan Society, New Link Road, Andheri West, Mumbai - 400053, Maharashtra, India, hereinafter referred to as the "Allottee/s" (which expression shall, unless it be repugnant to the context or meaning thereof, bedeemed to mean and include in the case of an individual or individuals, his, her or their respective heirs, executors and administrators and permitted assigns; in case of a body corporate, its successors and permitted assigns; in case of a Partnership Firm, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their permitted assigns; in case of a Hindu undivided family, the karta and the members/coparceners for the time being and from time to time of the undivided family and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their permitted assigns; in case of a trust, the trustees for the time being and from time to time of the trust and the survivors or survivors of them and the heirs, executors and administrators of the last survivor them and their permitted assigns) of the THIRD PART.

The Promoter-1 and the Promoter-2 are jointly referred to as "Promoters" the Allottee/s are hereinafter collectively referred to as "the Parties", and i

WHEREAS:-

Pursuant to the proposals prepared and submitted for redevelopment of the Slum Societies as a slum rehabilitation scheme under the Slum Act and applicable D. C. Regulations, the SRA issued Annexure II and thereupon issued an amalgamatedLetter of Intent bearing nos. SRA/ENG/1560/N/STGL/LOI and SRA/ENG/1253/N/STGL/LOI dated 12th April, 2010, (hereinafter referred to as the "2010 LOI") in the name of Promoter-2. Thereafter, SRA has granted its in-principal approval to the slum rehabilitation scheme and issued its Revised Letter of Intent bearing no. SRA/ENG/1560/N/STGL/LOI & SRA/ENG/1253/N/STGL/LOI dated 9th January, 2017 (hereinafter referred to as the "Revised LOI") in the name of Promoter-2 for all that piece and parcel of lands admeasuring approximately 70,554.42 sq. metres bearing C. S Nos. 194 B (Part), situate, lying and being at of Village Ghatkopar, Mumbai 400077, and more particularly described in the FIRST SCHEDULE hereunder written (hereinafter referred to as "Larger Land"), which has been approved and sanctloned for residential use, and which is affected by the Reservations. Copy of the plan delineating the said larger land is annexed hereto andmarked as ANNEXURE "A";

Aslah

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ter-2 and

- B. The Chain of Title of the Promoter-2 to the Larger Land (as defined herein below) hasbeen annexed hereto and
- C. Th ssued by the Advocate of the Promoter-1 has been annexed hereto and marked as EXURE "C": AN 9088
- nd under the Letter dated 30th November, 2010 bearing reference no. AA/MUM/Pra.Sha./Ishvi/6008 addressed D. By a with two restrictions Department, Mumbai (Sa.Ba.) Department to Aryamaan, the Public Works Department granted it's by F no objection to implement the slum rehabilitation scheme in respect of land admeasuring 41,808 square meters, on the terms and conditions as recorded and contained therein;
- The SRA had, thereafter issued (i) Intimation of Approval bearing no. SRA/ENG/2720/N/STGL/AP dated 5th December, 2011 and (ii) Intimation of Approval bearing no. SRA/ENG/3838/N/STGL/AP dated 24th January, 2017 for development of free sale buildings ("Free Sale Buildings") on free sale plot admeasuring approximately 21,902.21 square meters (hereinafter referred to as "Free Sale Plot"), more particularly described in the SECOND SCHEDULE hereunder written;
- F. The scheme of development in respect of the Rehab Plot and the Rehab Buildings as broadly set out above and as detailed and described in this Agreement is hereinafter referred to as the "Rehab Development" and, the scheme of development in respect of the Phase-I Plot and the Complex-which includes the Free Sale Buildings, Infrastructure and Common Amenities & Facilities including the Multi-level Car Park Building, as broadly set out above and as detailed and described in this Agreement is hereinafter referred to as the "Free Sale Development" or "Phase I Development". The Rehab Development and Free Sale Development are hereinafter, wherever the context may so require, collectively referred to as the "Entire Project". Further Phase-I Development comprises of: five (5) Rehab Buildings, that is Rehab Building no. 1, Rehab Building no. 2, Rehab Building no. 3, Rehab Building no. 4 and Rehab Building no. 5 (hereinafter referred to "Rehab Buildings"), Free Sale Building no. 12 (comprising of Wing 'A' and Wing 'B') and Wing 'C' and Wing 'D' of Free Sale Building no. 13 now to be known as "Centrona Zen-A", "Centrona Zen-B", "Centrona Nova-A" and "Centrona Nova-B" respectively having an FSI of 45,787.50 square meters including fungible FSI as personal plans (hereinafter referred to "Phase I A Free Sale Buildings"), and Wing 'A' and 'B' of Free Sale Buildings in 13 most to be known as "Centrona Zest-A" and "Centrona Zest-B" respectively having an FSI of 24,945.3 square referred to "Phase I B Free Sale Buildings");
- The SRA turtler issued Commencement Certificate bearing reference no. SRA/ENG/2720/N/STGL/AP dated 28th. April, 2017 and Commencement Certificate bearing reference no. SRA/ENG/3838/N/STGL/AP dated 31st May, 2017 in respect of the Page Sale Buildings Forther the Commencement Certificate dated 28th April, 2017 was re-endorsed on 21st April, 2018 and 2019 feet up y, 2022; G. The SRA
- H. Aryamaan has a transpared structure approvals for the revised plan dated 18th January, 2021 bearing ref. no. SRA/ENG/2720/N/STGL/AP in respect of Free Sale Building No, 12 and SRA/ENG/3838/N/STGL/AP in respect of Free Sale Building No. 13, in respect of Phase I Development including the construction of the Multi-Level Car Park Building from SRA for commencement of the construction work of the Free Sale Building (hereinafter referred to as the "Sanctioned Plans"). A copy of the sanctioned layout for the said Phase I A Free Sale Buildings is annexed hereto and marked as ANNEXURE "D" The Promoter-2 shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupancy Certificate or Building Completion Certificate of the Building; The allottee/s is aware that all the relevant plans, approvals, etc. are uploaded on RERA website of the Real Estate Project. However, the Promoters have shown to the Allottee(s), all the relevant plansapprovals, plans, etc. and the Allottee/s has satisfied with the same;
- Aryamaan, Xrbia, and L&T have entered into and executed the Joint Development Agreement dated 22nd January, 2021, registered with the Office of the Sub-Registrar of Assurances at Kurla, under Serial no.KRL5-1847-2021 registered on 15th February, 2021 (hereinafter respectively referred to as the "Joint Development Agreement", as per the terms and conditions mentioned therein. The roles and responsibility of Promoter 1, Promoter 2 and Promoter 3, towards the construction and completion of the Entire Project, shall be in accordance with the Joint Development Agreement;
- In accordance with the Joint Development Agreement the Promoter-1 has undertaken to develop inter-alia a part/portion of the Larger Land admeasuring approximately 10,735.48 square meters ("the Development Land") and more particularly described in the THIRD SCHEDULE hereunder written under the applicable Development Control Regulations:
- K. The SRA had, thereafter issued amended IOA dated 9th February, 2022 bearing no. SRA/ENG/3838/N/STGL/AP and SRA/ENG/2720/N/STGL/AP for development of free sale buildings (residential cum retail) on free sale plot;
- The Promoters-1 is constructing and developing (residential cum retail) the Centrona Zest-B Project on the part of the portion of 10,735.48 sq. mtrs being the Development Land. The Promoter-1 shall construct the remaining Free Sale Buildings, on the remaining part of the Development Land (more particularly described in THIRD SCHEDULE hereunder written in phased manner, in accordance with the plans approved that may be approved by the N. R. K

concerned authorities, from time to time. A copy of the proposed layout (subject to suitable modification from time to time), which also indicate future development for the said Development Land, is annexed hereto and marked as ANNEXURE "E". The Promoter-1 shall be entitled and be at liberty to carry out construction/development of the remaining towers on the Development Land, in such manner as the Promoter-1 may deem fit and proper, as per its' sole discretion, provided the Promoters shall not make any change in the location, area and dimensions of the said Apartment sold to the Allottee/s;

- M. The Promoter-1 shall carry out balance development on the Development Land in further phases, in accordance with the approved plans as may be sanctioned by the concerned authorities from time to time.
- N. By virtue of the aforesaid Joint Development Agreement, Power of Attorney dated 15th February, 2021, registered with the Office of the Sub-Registrar of Assurances at Kurla, under Serial no. 1851 of 2021 executed by the Promoter-2 in favour of L&T and Power of Attorney dated 15th February, 2021, registered with the Office of the Sub-Registrar of Assurances at Kurla, under Serial no.1849 of 2021 executed by Xrbia Chakan Developers Private Limited in favour of L&T, the Promoter-1 have sole and exclusive right to sell the apartments/units, inter alia, in the Project and to enter into agreement/s with the allottee(s)/s of the apartments/units, and to receive the sale consideration in respect thereof. The Promoter-1 are entitled and enjoined upon to construct and complete the Project. Further, the Promoters are in possession of the Project Land;
- the Promoters are in possession of the Project Land;

 O. The Promoters has entered into a standard Agreement as Architects and Consultant specific with the council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects to change the Architect at the sole discretion of the Promoters.
- P. The Promoters has appointed a structural Engineer for the preparation of the structural engineer and drawings of the building/s. The Promoters reserves the 'right to change the structural Engineer at the sole discretion of the Promoters accepts the professional supervision of the architect and the structural engineers till the completion of the building/s. The Promoters reserves the right to change the structural engineers at the sole discretion of the Promoters;
- Q. The construction and development of the residential (including retail units) building known as "Centrona Zest-B" ("the said Residential Building") on the portion of the Development Land admeasuring 648.24 sq. mtrs. of thereabouts more particularly stated in FOURTH SCHEDULE hereunder written ("the Project Land"), has been registered as the Real Estate Project with the Real Estate Regulatory Authority ("Authority"), under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("RERA Rules"). The Authority has duly issued the Certificate of Registration for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as ANNEXURE "F" hereto. The Promoter-1 has an option to increase the floors/residential cum retail levels of the said Building, subject to the approvals from the Authorities (defined herein), if required; The "Project/the Real Estate Project" named as "Centrona Zest-B" with each building in the Project is referred to as "the said Building";

As per Sanctioned Plans:-

RERA Project	Podium	Stilt / Plinth	Upper floors (Upto)
Centrona Zest -B	3 level Basement + Ground + 3 level Podium - Wing 12C - Multi Level Car Park (MLCP) Structure accommodating amenities, parking and landscaped terrace	Ground	26 Habitable Floors

As per Proposed Plans:-

RERA Project	Podium	Stilt / Plinth	Upper floors (Upto)
Centrona Zest -B	Proposed 3 level Basement+ Ground + upto 6 level Podium - Wing 12C - Multi Level Car Park (MLCP) Structure accommodating amenities, parking and landscaped terrace, subject to approval.	Ground	26 Habitable Floors

R. The Promoter-2 has represented that by and under the Deed of Mortgage Cum Charge dated 2nd November, 2018

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executed by and between Aryamaan as the "Borrower", in favour of IDBI Trusteeship Services Limited, as "Security Trustee" and registered with the Office of Sub Registrar of Assurances under Serial no. KRL- 1/13140 of 2018 (hereinafter referred to as the "Aryamaan Mortgage"), in consideration of IndusInd Bank Limited as the "Original Lender" having agreed to grant a various credit facilities up to a maximum principal amount of Rs. 150,00,00,000/-(Rupees One Hundred and Fifty Crores Only), Aryamaan agreed to create mortgage in respect of Phase I B Free Sale Buildings in Tavour of the Security Trustee therein, acting for and on behalf of IndusInd Bank Limited subject to repayment of the security Trustee therein, acting for and on behalf of IndusInd Bank Limited subject to repayment of the security interest and on the terms and conditions as contained therein. Aryamaan had also executed a DSRA Agreement, Escrow Agreement, Facility Agent Agreement, Master General Terms Agreement and a Multi-Facility Loan Agreement to obtain the credit facility from IndusInd Bank;

- 5. The Xrbia Phakan Developers Private Limited has represented that by and under the Indenture of Mortgage dated 12th June, 2018 executed by and between Alyamaan as the "ADPL", Xrbia, as the "Mortgagor 1", Mr. Rahul Nahar, as the "Mortgagor 2", Xrbia Developers Limited, as "Mortgagor 3" in favour of Vistra ITCL (India) Limited, as "Security Trustee" and registered with the Office of Sub Registrar of Assurances under Serial no. KRL-1/7095 of 2018 ("Xrbia Mortgage"), in consideration of L&T Infrastructure Finance Company Limited as the "Original Lender" had agreed to grant a term loan facility to the extent of Rs. 280,00,00,000/- (Rupees Two Hundred and Eighty Crores Only), the Mortgagors therein have agreed to create mortgage in favour of the Security Trustee therein, acting for and on behalf of L&T Infrastructure Finance Company Limited subject to repayment of the same with interest and on the terms and conditions as contained therein;
- T. The copies of Property Register Card showing the nature of the title of the Promoters to the Said Development Land, on which the apartments/units are constructed or are to beconstructed, have been annexed hereto and marked as ANNEXURE "G";
- U. The Allottee/s is the decisions of purchasing a residential apartment/unit and has/have approached the Promoters and requested to allottee/s at a file (Conjugate to the Allottee/s at a partment/unit (hereinafter referred to as the "said Apartment/said Units") and more particularly described in the FFT SCHEDULE hereunder written;
- V. The copies of the partiand specifications of the said Apartment/said Unit, agreed to be purchased by the Allottee, as sanctioned/approved by the local authority, are annexed hereto and collectively marked as ANNEXUEC/H";
- W. The carpet area of the said (partment/said Unit (hereinafter referred to as the said Carpet Area") is more particularly described in the FIFTH SCHEDULE hereunder written and "carpet area" means the carpet area, as defined in RERA;
- X. Upon demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the Larger Land and the plans, approvals, designs and specifications prepared by the Promoters' Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made thereunder (hereinafter referred to as "the RERA") as well as the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 ("MOFA"), to the extent applicable;
- Y. While sanctioning the various plans, the concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the Project and upon due observanceand performance of which only the completion or occupancy certificate in respect of the Building shall be granted by the concerned local authority. The Promoters have proposed construction of the Building in accordance with the said proposed plans;
- Z. 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;
- AA. The Promoters have agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase and acquire from the Promoters, the said Apartment/said Unit at or for a total consideration more particularly stated in SIXTH SCHEDULE hereunder written (hereinafter referred to as the "said Consideration") 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 Promoters earnest money more particularly stated in SIXTH SCHEDULE hereunder written, being part payment of the Consideration exclusive of GST and other applicable taxes in respect of the said Apartment/said Unit agreed to be sold by the Promoters to the Allottee/s as advance paymentor application fee and the Allottee/s has/have agreed to pay to the Promoters, the balance of the Consideration in the manner hereinafter appearing;
- BB. It is agreed between the Promoters and the Allottee/s that the Allottee/s will have right only as per this Agreement in respect of the said Apartment/said Unit in the Building in which the Allottee/s has/have agreed to acquire and the Promoters shalkbe entitled to deal with, develop, dispose of, alienate or encumber the Development Land more

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particularly described in the THIRD SCHEDULE hereunder written or sub develop or assign right of development of the Development Land or any part thereof or any development thereon as the Promoters may desire without any further or other reference or recourse to the Allottee/s and the Allottee/s do hereby confirm the same;

CC. As per the RERA Act/ Rules, the Promoters are required to execute a written Agreement for Sale of the said Apartment/said Unit with the Allottee/s, being in fact these presents and also to register said Registration Act, 1908;

DD. This Agreement shall be subject to the provisions of RERA, the RERA Rules and all other Rules Orders, Circulars, Notifications and Rulings made thereunder and/or by the Author Waspellate Tribunal from tim to time;

EE. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottee/s hereby agree/s to purchase the said Apartment/said Unit alongwith ancillary areas (if applicable) alongwith car parking space/s more particularly described in the FIFTH SCHEDULE hereunder written. The Promoters hereby also agrees to allocate to the Allottee/s and the Allottee/s hereby agrees to accept and the garage/covered/mechanized /stilt parking (if applicable) as provided hereinafter;

NE PARTIES NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AWBBETWAREN **HERETO AS FOLLOWS:-**

THE RECITALS FORM PART OF THE AGREEMENT: 1.

The Parties hereby agree and confirm that all the recitals of this Agreement form art integral this Agreement as if the same were set out and incorporated verbatim in the opening construed and read accordingly. SUBURRAN DIST

2. **CONSTRUCTION:**

The Promoters are well and sufficiently entitled to develop the Development Land described in the THIRD SCHEDULE hereunder written.

The Promoter-1 shall inter alia construct a residential building on the Project Land together with 2.1 common areas and facilities in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. The Promoters have an option to increase the floors/residential levels of the said Building, subject to the approvals from the Authorities (defined herein), if required. The Project shall have facilities, amenities and services and common areas, that may be usable by the Allottee/s on a non-exclusive basis with the other allottee/s as provided in EIGHTH SCHEDULE on the terms and conditions as may be applicable.

Provided that the Promoters shall, in terms of RERA/RERA Rules, obtain prior consent in writing of the Allottee/s in respect of variations or modifications in the Project which may adversely affect the said Apartment/said Unit of the Allottee/s, except any variations or modifications or alteration or addition required by any Government authorities or due to change in law or any change as contemplated by any of the disclosures already made to the Allottee/s, for which no consent of the Allottee/s is/are required.

- The Allottee/s is/are aware that, subject to obtaining of requisite approvals from the concerned 2.2 authorities, the Promoters shall have right to increase the floors/residential levels above the residential floor of the Building more particularly stated hereinabove, for which the Promoters have the right to registerwith RERA the apartments/units above residential floor more particularly stated hereinabove, either as a separate real estate project or as a part of the Real Estate Project, and the possession/completion date of such separate real estate project may be at a different date. The Allottee/s give the explicit consent to the Promoters for the development/construction of such additional floors/residential levels above the residential floors of the Building more particularly stated hereinabove, either as a separate/independent real estate project/ new phase or as part of the Real Estate Project with the separate timelines to complete the same in terms provisions of RERA, and the Allottee/s agree, confirm and undertake that the Allottee/s shall not raise any objection in this regard, at any time.
- It is clarified that the current layout as sanctioned and disclosed to the Allottee/s may be subject to minor 2.3 changes or revisions as per the requirements of the Architect or Engineer of the Project or as may be required by the concerned local authority/the Government, and/or as may ultimately be approved and/or amended and sanctioned by the Municipal Corporation and/or other bodies and/or authorities concerned or such other alterations which may be made. The Promoters shall intimate the Allottee/s in writing, in respect of such minor changes or additions and the Allottee/s hereby give their consent for the same. Provided however, that the Promoters shall be permitted to make such

var propose menoments to the layout/plans/building plans as may be permitted under the Applicable Laws without the consent of the Allottee/s.

3. AGREEMENT AND PAYMENT:

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The Allottee/s hereby agree/s to purchase from the Promoters, the Promoters hereby agree to sell to the Allottee/s, said Apartment/said Unit more particularly stated in FIFTH SCHEDULE (hereinafter referred to as "the said Apartment/said Unit."). The Allottee/s has/have applied to the Promoters for allotment of the said Apartment/said Unit. The said Apartment/said Unit is more particularly described in the FIFTH SCHEDULE hereunder written and hatched in red colour as shown in the Floor Plan thereof hereto annexed and marked as ANNEXURE "I" for the consideration more particularly stated in the SIXTH SCHEDULE (hereinafter referred to as "the Consideration") exclusive of GST and other applicable taxes. Along with said Apartment/said Unit, ancillary area (if applicable) more particularly mentioned in the FIFTH SCHEDULE ("the saidAncillary Area") shown on the Plan at ANNEXURE "I" hatched in blue colour has been provided. The amenities, fixtures, fittings appurtenant to the said Apartment/said Unit are more particularly described in the SEVENTH SCHEDULE hereunder written ("Apartment/Unit Facilities"). The nature, extent and description of the (a) Common Areas And Facilities And Amenities and (b) The Key Common Areas And Amenities which are more particularly described in the EIGHTH SCHEDULE hereunder written.

The Allottee/s is further desirous of using car parking space in the Project. Acceding to the aforesaid request of the Allottee/s, and pursuant to the discussions and negotiations between the Allottee/s and the Promoters, the Promoters has agreed to allocate to the Allottee/s without any additional consideration the right to use car parking space(s) more particularly stated in FIFTH SCHEDULE exclusively for the use of the Allottee/s's own vehicle and/or for parking guests/visitors' vehicle of such Allottee/s and for no other purpose whatsoever, and the exact location and identification of such car parking space/s in the common area of basements/podium/stilt will be finalized by the Promoters only such parking space/s in the common area of basements/podium/stilt will be finalized by the Promoters only will be bound to abide with the rules and regulations as may be framed in regard to the use of the said Car Parking Space by the Promoters, from time to time. It is clarified that the Promoters has provided a dated received area of car parking for the visitors/guests of the allottees of the Project.

Allottee/s has/have paid on or before execution of this Agreement, a sum more particularly mentioned of SIXTH SCHEDULE (not exceeding 10% of the Consideration) as earnest money or application for ("Earnest Amount") and hereby agree/s to pay to the Promoters the balance amount of Souther Consideration more particularly in SIXTH SCHEDULE payable by the Allottee/s strictly in the manner are per the payment instalments mentioned in SIXTH SCHEDULE ("Payment Plan").

3.4 The Allottee/s shall pay the above Consideration into the bank account more particularly stated in SIXTH SCHEDULE as agreed between the Promoters. Such Consideration towards the said Apartment/said Unit shall be paid in instalments, in accordance with the progress of the construction of the Building and in the manner as set out in the Clause 3.3 above as well as SIXTH SCHEDULE, time being the essence of the contract. The Promoter-1 shall issue a notice/demand note to the Allottee/s intimating the Allottee/s about the stage-wise completion of the Building as detailed in Clause 3.3 as well as SIXTH SCHEDULE (the payment at eachstage is individually referred to as "the Instalment" and collectively referred to as "the Instalments"). The payment of the corresponding instalment (as per the Payment Plan) shall be made by the Allottee/s within 15 (fifteen) days of the Promoter-1 making a demand for the payment of the Instalment, time being the essence of the contract. A notice/ intimation forwarded by the Promoter-1 to the Allottee/s that a particular stage of construction is commenced or completed shallbe sufficient proof that a particular stage of construction is commenced or completed.

3.5 It is agreed between the Parties that for the amount which becomes due and payable by Allottee/s on the basis of achieving certain milestones, then irrespective of the proposed date on which such milestone was to be achieved, as per proposed schedule of progress disclosed to Allottee/s, the amount shall become payable by the Allottee/s on the date on which such milestone is actually achieved. The Promoter-1 shall be entitled to construct the Building/Project fasterand complete it earlier than what is disclosed as the proposed schedule of progress and in such scenario the Promoter-1 reserves the right to change/ revise the payment instalment schedule and accordingly, the Allottee/s shall be obligated to make the balance payment of the Consideration as per the revised payment schedule.

3.6 The Consideration shall be paid only to the Promoter-1 or its notified bank(s) and all payments shall be made by way of demand drafts/ pay orders/ cheques/ RTGS/ECS/ NEFT, in the name more particularly stated in SIXTH SCHEDULE which is the bank account as agreed between the Promoters (hereinafter

referred to as "the Bank Account"). In case of any financing arrangement entered by the Allottee/s with any bank / NBFCs/financial institution with respect to the purchase of the said Apartment/said Unit, the Allottee/s undertakes to direct such bank / NBFCs/financial institution to, and shall ensure that such bank/NBFC/ financial institution does disburse / pay all such amounts due and payable to the Promoter-1 through an account payee cheque / demand draft / pay order / wire transfer drawn in favour of /to the account as mentioned hereinabove. Any payments made in favour of / to any other account other than as mentioned hereinabove shall not be treated as payment towards the said Apartment/said Unit. The Allottee/s shall satisfy the Promoter-1 either through its banker's commitment or in such other manner as shall be determined by the Promoter-1 with regard to the security for the payment of each instalment of the Consideration. The Promoter-1 shall be entitled to change the account (as set out hereinabove) by giving a written notice to the 'Allottee/s to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid financial institution in such - new account. Such written notice shall be effective only if it is issued jointly by the Promoter-1 and signed by both of them. If such bank/NBFC/financial institution defaults in disbursing/paying the sanctioned amounts or part thereof and/or reduces the eligibility of the loan as sanctioned or part thereof as payable to the Promoter-1 in the manner detailed in the SIXTH SCHEDULE hereunder written, then the Allottee/s agree(s) and undertake(s) to pay such amounts to the Promoter-1 in the manner detailed in the SIXTH SCHEDULE hereunder written, otherwise, the same shall be construed as a default on the part of the Allottee/s and the Promoter-1 shall be entitled to exercise the provisions of Clause 23.2 herein below. The Allottee/s further agree(s) and confirm(s) that in the event the Allottee/s enter(s) into any loan/financing arrangement with any bank/NBFC/financial institution, then such bank/NBFC/ financial institution shall make/release the payments, from the sanctioned loan, towards the Considerate directly to the bank account as aforesaid, based on the payment schedule as described herein, upon receiving the demand letter/notice from the Promoter-1 addressed to the Affottee/s'and to the bank/NBFC/financial institution.

The Consideration payable in instalments in accordance with clause 3.3 above as well as SIXTH SCHEDULE excludes Taxes (consisting of tax paid or payable by the Promoter-1 by way of Goods and Service Tax (GST), and Cess or any other taxes and/or cesses which may be levied, in connection with the development and construction of and carrying out the Project) up to the date of handing over the possession of the said Apartment/said Unit to the Allotee/s, all of which shall be borne and paid by the Allottee/s alone. Any and all taxes, including GST, Stamp Duty, and anytax, levy or imposts etc. arising from sale or transfer of the said Apartment/said Unit to the Allottee/s or the transaction contemplated herein shall be borne and paid by the Allottee/s alone.

The Allottee/s shall deduct tax at source ("TDS") from each instalment Other charges as required under the Income tax Act, 1961 and any applicable lay. duly cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961. In the event of any loss of tax credit to the to the Allottee/s's failure to furnish such TDS Certificates from time to time, the recovered by the Promoter-1 from the Allottee/s. The Allottee/s agree taxes, as may be applicable, in present and future, in respect of the section of the Allottee/s hereby indemnify and shall keep indemnified, the Promoter-1 of all claims perform and charges towards GST and / or any other charges/taxes, as may be introduced by the Government and / or the Local Bodies and the Allottee/s shall be solely liable to bear and pay the same, as and when called upon to do so, by the Promoter-1. The Allottee/s agrees and confirm that in the event of delay / default in making payment of the TDS or any such taxes or amounts under this Agreement as called upon by the Promoter-1, then without prejudice to any other rights or remedies available with the Promoter-1 under this Agreement, the Promoter-1 shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee/s and the Allottee/s shall forthwith pay the adjusted amount due and payable by the Allottee/s to the Promoter-1.

3.9 Notwithstanding anything contained herein, each payment made by the Allottee/s shall be allocated at the discretion of the Promoter-1. It will be the sole discretion of the Promoter-1 to appropriate any amounts received from the Allottee/s towards the payment of any Instalments of the Consideration or any amount that may be owed by the Allottee/s to the Promoter-1.

The Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority /Local Bodies/Government from time to time AND on account of any increase in the cost of construction of the Building due to depreciation of the Rupee by more than 5% (five percent) beyond the prevailing exchange rate with the US Dollar (\$) or any other foreign currency, as on the date of start of construction of the said Residential Building, and the Allottee/s shall pay such proportionate share, as demanded by the Promoter-1. Further the Promoter-1

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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-1 shall enclose the said conficetion/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the allottee/s, which shall only be applicable on subsequent payments. ey

The Abottee/s hereby confirm that, from the date of entering into this Agreement, it shall be the obligation of the Allottee is to bear and pay any additional development charges for layout conditions and fulfilment thereof and the same shall be borne and paid by the Allottee/s alongwith the other Allottee/s in the Project and the Promoters shall not be responsible or liable to pay the same.

- 3.12 The Consideration excludes all costs, charges and expenses including but notlimited to stamp duty, registration charges, out-of-pocket expenses and/or incidental charges in connection with the documents to be executed for the sale of the said Apartment/said Unit including on this Agreement all of which shall be borne by the Allottee/s, in addition to the Consideration.
- 3.13 The Promoter-1 may allow, in their sole discretion, a rebate for early payments of equal instalments payable by the Allottee/s by discounting such early payments more particularly stated in the SIXTH SCHEDULE for the period by which the respective Instalment has been preponed (rates to be determined by the Promoter-1 in their sole discretion). The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee/s by the Promoter-1.
- 3.14 The Promoter-1 shall confirm the final carpet area that has been allotted to the Allottee/s after the construction and development of the Building is complete and the occupancy certificate in respect thereof is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent) or such other larger percentage provided under applicable laws. The said Consideration payable for the carpet area shall be recalculated (if required) apoli-confirmation by the Promoter-1. If there is any reduction in the carpet area beyond the Stangarioned variation cap, then the Promoter-1 shall refund the excess money paid by the Attested sharpin forty-five (45) days with annual interest at the rate specified under the RERA/RERA les, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in carpat are allotted to Allottee/s, the Promoter-1 shall demand additional amount from the Allottee/s as pet the next milestone of the Payment Plan. All these monetary adjustments shall be made The same rafe per square meter as agreed in Clause 3.1 of this Agreement. For the purpose of this he figm "carpet area" shall have the same meaning as described in the Act. However,
- 3.15 The Allottee/s authorize/s the Promoter-1 to adjust/appropriate all paymentsmade by him/her/it/them under any head(s) of dues against lawful outstanding, Ifany, in his/her/its/their name/s as the Promoter-1 may in their sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoter-1 to adjust his/her/its/their payments in any manner. The amount/s paid by the Allottee/s to the Promoter-1 shall be appropriated firstly towards taxes payable by him/her, then towards interest payable for all outstanding instalments towards the said Consideration in respect of the said Apartment/said Unit, cheque bounce charges (if any), then any administrative expenses and lastly, towards consideration/outstanding dues in respect of the said Apartment/said Unit.
- 3.16 The Promoter-1 have agreed to sell to the Allottee/s and the Allottee/s has/have agreed to acquire from the Promoter-1 the said Apartment/said Unit on the basis of the carpet area only and the said Consideration agreed to be paid by the Allottee/s to the Promoter-1 agreed on the basis of the carpet area of the said Apartment/said Unit.
- 3.17 The Promoter-1 has specifically informed the Allottee/s that in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee/s to the Promoter-1, then the Allottee/s shall be liable to provide the source of the amount paid by the Allottee/s to the satisfaction of suchauthorities or agency. The Allottee/s hereby indemnify/ies the Promoter-1 and continue/s to keep the Promoter-1 indemnified against all the expenses, charges and payments arising out of failure of providing satisfactory reply to the statutory or Government or Semi-Government Authority or agency or Revenue Authorities or any other statutory authorities for any amount paid by the Allottee/s either from his/her/its/their own account or made through third party. In the event the Allottee/s is/are not able to satisfy the statutory authorities about the source of the payment made to the Promoter-1 then, the Promoter-1 shall be entitled to withhold the possession of the said Apartment/said Unit or exercise the option to Islah W.R. see

The Promoters shall be entitled to securitize the Consideration and other amounts payable by the 3.18 Allottee/s under this Agreement (br any part thereof), in the manner permissible under RERA, , in favour of any persons including banks/NBFCs/financial institutions and shall also be entitled to transfer and assignto any persons the right to directly receive the Consideration and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter-1, the Allottee/s shall be required to make payment of the Consideration and page amounts payable in accordance with this Agreement, in the manner as intimated.

OUTGOINGS: 4.

From the Handover date as referred in Clause 19.1 hereintel to Reallottee/s shall be liable t 4.1 (a) bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment/se Unit) of Outgoings including local taxes, betterment charges or development tax or security deposit for the purpose of providing the provision for water connection, provision for the drainage connection and/or provisions for the electricity connection and any other charges of similar nature or such other levies by the concerned local authority and/or Government and also including charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and maintenance charges, charges and fees payable to any third party/agency engaged by the Promoters as per this Clause and all other expenses necessary and/or incidental to the management and maintenance of the said Development Land and the Project (collectively referred to as "the Outgoings"). In determining such proportionate share of the Allottee/s in the Outgoings the discretion of the Promoters shall be conclusive and binding upon the Allottees/s. Until an organization/association for individual Project and/or Building(s) (hereinafter is referred to as "the Association") is formed and the said structure of the said Residential Building (excluding basements and podiums) is conveyed/transferred/assigned/sub-leased to the Association, the Allottee/s shall pay to the Promoters, the Outgoings. The amounts so paid by the Allottee/s to the Promoters shall not carry any interestand remain with the Promoters untibarean evance of the structure of the said Residential Building(excluding basements angle podiums) is executed in favour of the Association as aforesaid. On such conveyance being excepted for the structure of the Building (excluding basements and podiums), the deposits (after deduction and podiums) and podiums), if any, shall be paid over by the Promoters to the Association.

(b) Likewise, until the Apex Body is formed and the Property to be Twansferred to he Apex is is transferred and handed over, the Allottee/s shall pay to the Promoter's Outgoings pertaining to the Property to the Transferred to the Apex. It is agreed that the battern out charges reterned to hereinabove shall include the pro-rata charges which the Allottee/s may be called upon to pay to the Promoters in respect of installation of pipe line, water mains, sewerage line, sewerage mains, electric cables, electric sub-station (if any), making and maintaining of internal roads and access, drainage, lay out and all other facilities from time to time, till the charge of the Property to be Transferred to the Apex handed over to the Apex Body.

The Promoters shall retain an amount equivalent to 3 (three) months of maintenance charges as (c) 'deposit' towards any shortfall/deficit in payment of the same. The amounts so paid by the Allottees, towards maintenance charges to the Promoters, shall not carry any interest and remain with the Promoters, until the hand over of charge in favour of the society or a limited company or Association of Allottees, as aforesaid. Upon handover of charge of the common areas of the Building and/or Common Areas and facilities to the society and/or Association of Allottees, the Allottees shall pay the monthly / quarterly maintenance charges to the society / Association of Allottees, as applicable, at that time. Upon the handover of charge, the aforesaid deposits (less deduction provided for in this Agreement), in respect of those apartments/buildings for which occupancy certificate has been granted, shall be paid / handed over by the Promoters to the society or the limited company or Association of Allottees, as the case may be.

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

The Allottee/s shall on or before delivery of possession of the said Apartment/said Unit keep deposited 4.2 with the Promoters ("Other Charges"), certain amount more particularly stated in SIXTH SCHEDULE (hereinafter referred to as the said "Other Charges"). The amounts for the items specified in the table referred above, paid by the Allottee/s to the Promoters shall not carry any interest. The Ad-hoc Maintenance Charges towards the Property to be Transferred to the Apex Body will remain with the Promoters until the Property to be Transferred to the Apex Body is conveyed and handed over to the

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Apex Body which shall not carry any interest.

4.3 The Allottee shall make payment towards formation and registration of the Society as well as Apex Body and for meeting all legal costs, charges and expenses including professional costs of the Advocates of the Promoters in connection with preparation of the conveyance/lease deed etc., it being agreed that the Promoters shall not be required to give details of these expenses;

The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Society / Association | Apex Body or towards the out goings, and shall utilize the amounts only for the purposes for which they have been received.

9 to E PROPERPY TAXES: EY

Ontil formation of society/Association, the Property Tax as determined from time to time, shall be borne and paid by the Allottee/s on and from tile Handover Date, separately from any of other consideration / levy / charges, etc. After formation of the society/Association, the property tax as determined from time to time, shall be borne and paid by the society/Association. The said amount shall be paid by the Allottee/s or the society/Association (as the case may be) on or before 30th April of each financial year, based on the estimate provided by the Promoter-1/facility management agency, which shall be provided on or before 15th April of the relevant financial year. If the Allottee/s or the society/Association fail to make the property tax on or before 30th April of each financial year, the Allottee/s and/or the society/Association shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5% (five per cent). The Promoters shall not be responsible for any penalty / delay / action on account of such property tax amount payable to the authority and the same shall entirely be to the account of the Allottee/s and/or the society/Association.

6. BUILDING PROTECTION DEPOSIT:

6.1 The Allottee/s shall pay to the Promoter-1, the Building Protection Deposit, if applicable as may be determined by the Promoter at the time of possession of said Apartment/said Unit.

6.24 The Building Protection Deposit shall be returned to the Allottee/s after completion of fit-out / interior work to the Allottee/s, if any, and subject to the possession policy and permissible changes policy of the Promoter 1.

The Allattee/s hereto agrees and acknowledges that, in order to claim the return of the said Building rotestion Deposit, the Allottee/s shall notify the Promoter-1 about completion of all fit-out or interior works in the said Apartment/said Unit. On receiving this notification, the Promoter-1's representatives / Deminees shall inspect the Apartment/said Unit, its immediate vicinity and attached Common Areas and Amenities like lift lobbies, etc. for compliance with possession policy and policy onpermissible changes. If all changes made by the Allottee/s are in adherence to permissible changes policy then the Building Protection Deposit shall be returned.

- 6.4 In the event any violations are observed by the Promoter-1's representatives / nominees then the same shall be intimated to the Allottee/s and the Allottee/s shall get the same rectified within 15 (fifteen) days from the date of the said intimation at his/her/its cost and risk.
- 6.5 In the event the Allottee/s fails to do the same, then the Promoter-1 shall get the same rectified at cost and risk of the Allottee/s. The Allottee/s shall be solely responsible for all costs incurred in this regard, which shall be recovered from the Building Protection Deposit.
- The Promoter-1/ facility management agency shall be entitled to get the said cheque and deposit the same for recovery of the amount. The Allottee/s shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment, etc. The Allottee/s hereto provides unconditional and irrevocable consent to the Promoters to insert date on the cheque, as per its sole discretion and the Allottee/s has no objection to the same and waives all his / her/ its rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Allottee/s, the Promoter-1/ facility management agency shall raise bills / invoices on the Allottee/s and the Allottee/s undertakes to pay the same within 15 (fifteen) days from the date of such invoice. In case the Allottee/s refrains from paying the additional amount, the same shall be adjusted from the common area maintenance charges duly paid by the Allottee/s and shall be reflected as arrears and shall be claimed from the Allottee/s by the society/ Association, at the time same is formed.

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7. COMPLIANCE OF LAW BY PROMOTERS:

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

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8. TIME IS OF THE ESSENCE:

Time is essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the Project and handing over the said Apartment/said Unit to the Albitecks and the structure of the said Residential Building (excluding basements and podium) to the association of the allottees within three months from the date of issuance of the Occupancy Certificate for the said Residential Building or within one month from the registration/constitution of the Organization/Association (whichever is later), as the case may be. Similarly, the Allottee/s shall make timely payments of the Installments as provided in Clause 3.3 herein above and other dues payable by him/her and meeting the other obligations under this Agreementsubject to the simultaneous completion of construction by the Promoters.

9. DISCLOSURES TO THE ALLOTTEE & RIGHTS AND ENTITLEMENTS OF THE

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

9.1 TITLE:

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

9.2 APPROVALS:

- The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the approvals and permissions issued in respect of the development of the said Project Land.
- The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the drawings, plans and specifications in respect of the said Tower, the Project, the layout thereof, the layout of the Project, IOD, CC, building plans, floor plans, designs and specifications, common areas, facilities and amenities (including as mentioned in the EIGHTH SCHEDULE hereunder written).
- The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the internal 9.2.3 fixtures and fittings to be provided in the said Apartment/said Unit, as listed in the SEVENTH SCHEDULE hereunder written.
- The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the designs and 9.2.4 materials for construction of the said Residential Building.
- At present, the Promoter-2 estimates that the full and maximal development potential of the Larger 9.2.5 Property 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 said Project Land, the Development Land, and the Promoters shall be entitled to all such increments and accretions.
- The Promoters currently envisages that the Project Included Amenities, shall be provided in the layout of the Project and the Development Land. Whilst undertaking the development of the Project and the Development Land to its full and maximal potential, there may be certain additions/modifications to the Project included Amenities and/or relocations/realignments/re-designations/changes, and the Allottee hereby consents and agrees to the same.
- The Allottee/s has/have carried out his/her/its/their independent due diligence and search in respect of the development of the said Residential Building, the said Project Land and the Project being undertaken by the Promoters and pursuant thereto, find no inconsistency in the development/construction of the said Residential Building, the said Project and the Development

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- The Promoters has informed the Allottee that SRA has sanctioned the said Project/Building/said 9.2.8 Larger Property with deficient open space.
- The Allottee will not be entitled to make any claim against the Promoters and/or SRA for 9.2.9 compensation in future on account of sanction of building plans with deficient open space. The Allottee is further aware that the Promoter-2 has given an undertaking to the SRA that they will not misure part terrace/pocket/terrace or stilt/part stilt or stilted area/Refuge area, basement, inner chowk, electric meter room, etc. The said Undertaking will be binding upon not only the Developer but the flat allottees in the said Building/said Project including the Allottee herein;

NITIES AND COMMON AREAS:

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

- The facilities, amenities and services ("Amenities") and common areas specified in the EIGHTH 10.2 SCHEDULE hereunder written shall be made available to the Allottee/s of the said Apartment /said Unit on a non-exclusive basis in a phase wise manner on such terms and conditions as may be applicable. It is clarified that the Allottee/s shall not be entitled to any other amenities other than those provided in the EIGHTH SCHEDULE hereunder written. In case there are any additional Amenities which are not provided for in the EIGHTH SCHEDULE, the use and allocation thereof shallbe at the sole discretion of the Promoters whose decision shall be final and binding. The Promoters shall, post issuance of possession take steps to provide access to public utilities such as water. However, the Promoters bester provider/s. The Promoters or make the nate arrangements to provide uninterrupted potable water, for initial 3 Handover to or till such time the relevant authority/utility provider does not supply ocation of Amenities, if indicated on the Project Layout, is tentative and
- The Promoters propose to utilize 12513.42 sq. meters of FSI for the Project by availing TDR and/or FSI 11.1 available on payment of premium and/or FSI available as incentive FSI and/or staircase area by implementing various schemes as mentioned in the Development Control Regulation and/or based on expectation of increased FSI which may be available in future on modification to the Development Control Regulations applicable to the Project. The FSI to be utilized for the Project shall be approximately 12513.42 mtrs. The Promoters shall also be entitled, and/or reserve the rights, to increase the floors/residential levels of the said Buildings beyond the floors/ the residential levels, subject to the approvals from the Authorities, with option to either make the increased floors as part of the Project or register the floors beyond the floors/ the residential levels of Buildings as separate project, and the Allottee/s shall not have or raise any objection for the same. The Promoters shall utilize the remaining FSI available from time to time, on the Development Land anywhere on the Development Land. The Promoters shall also be entitled to avail TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future in case of modification to the Development Control Regulations, which are applicable to the Project. The Promoters have disclosed the Floor Space Index of 12513.42 sq. mtrs., as of date, as proposed to be utilized by them for construction and development of the Project and Allottee/s has/have agreed to purchase the said Apartment/said Unit based on the proposed construction and development and sale of apartments/said unit to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only. The Promoters shall utilize the remaining available Floor Space Index that may become available anywhere on the Development Land. The Promoters shall load the TDR/FSI available on payment of premium and Future FSI and / or FSI available as incentive FSI to the maximum extent possible on the Larger Land. The Promoters shall be entitled to the enhanced, future andestimated/projected/envisaged Floor Space Index, Premium Floor Space Index, development rights, development rights certificates, transferable development rights and other development potential,

benefits, potential, yield, and/oradvantages, and/or as may be available on any account whatsoever, and/or any other rights, benefits and/or any floating rights of any nature whatsoever, and by whatever name called, arising out of and/or available in respect of the Development Land including fungible FSI, additional FSI, special FSI, compensatoryFSI, incentive FSI, paid FSI, that is, or may be, available, or acquired, under any Applicable Law, or otherwise howsoever, and/or arising pursuant to and/or by way of hand over and/or transfer, to any Governmental Authority or persons, of any reservations or any part/s of the Development Land. The use of Floor Space Index shall be at the discretion of the Promoters and be distributed and apportioned, and utilized in respect of the Development Land. The Floor Space Index that may be generated on account of increased FSI due to change in Development Plan/ Development Control Regulations, government policy etc. shall also be used by the Promoters as deem fit and proper in respect of the Development Land as a separate phase, without affecting the Project.

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

The Promoters shall be entitled to consume additional FSI available under the Development Control Regulations or by any special concession granted by the Municipal Corporation and/or any other authority in respect of the FSI available inlieu of any reservations on the Development Land. The Promoters shall be entitled to any increased/additional FSI which may be available in focus of the Development Land as may be permissible under the applicable with the promoters and the promoters are considered.

12. RIGHTS AND ENTITLEMENTS OF THE PROMOTERS:

- 12.1 It is expressly agreed that the rights of the Allottee/s under this Agreement are only season ted to the said Apartment/said Unit agreed to be sold by the Promoters to the Allottee/s, and the Original agreements without any reference or recourse or consent or concurrence from the Allottee/s in any manner whatsoever.
- The Allottee/s hereby grant/s his/her/its/their irrevocable authority, permission and consent to the Promoters that save and except the said Apartment/said Unit the Promoters shall have the sole and absolute right and authority and shall be entitled to deal with, sell / allot or otherwise dispose of all the other apartments/units and portion or portions of the said Residential Building, including the open spaces, terrace/s, parking spaces, lobby, forming part of the Project Land and to permit the same to be utilized for any purpose. The Promoters shall be entitled to obtain change of user thereof at their discretion, so long as no harm, loss, injury or prejudice is caused to the Allottee/s and/or his/her/its/their rights to the said Apartment/said Unit.
- The Allottee/s hereby agree/s and confirm/s that the Promoters, shall be entitled to complete the development of the Development Land in a phase wise manner and that the Allottee/s shall not raise any objection or claim with respect to the development of the Development Land. The Allottee/s agree/s and confirm/s that a part of the driveway may not be available for use by the Allottees of the Project as the Promoters may access the same for carrying out future development on the said Development Land and may barricade a part of the driveway for safety purposes. The Allottee/s shall not raise any objection or claim with respect to the development of the Larger Land.
- 12.4 The Allottee/s shall not interfere in any manner in any work of development or construction and the Promoters alone shall have full control, absolute authority and say over the unallotted areas, roads, open spaces, gardens, infrastructure facilities recreation facilities and/or any other common facilities or the amenitlesto be provided in the Project / the Development Land.
- The Promoters shall be entitled to make variations in the amenities and specifications, re-locations, water, power, sewage, other service and utility connection, facilities and underground water tanks, pumps, recreation areas andtheir dimension as the Promoters deem fit and as permitted under the relevant statutory rules and regulations and as per Applicable Laws.
- 12.6 The Promoters shall have the right to designate and allot any space in the Development Land/Project Land to third party service providers for the purpose of facilitating the provision and proper maintenance

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of utility services (including without limitation, electricity and telecommunication related services) availed by the allottees of all apartments/units and occupants of the said Residential Building.

The Promoters shall also be entitled to designate/allot/lease any space in the Development Land/ Project Land to the Maharashtra State Electricity Distribution Company Ltd, (MSEDCL) or the Bombay Electric Supply and Transport Undertaking (BEST) or The Tata Power Company Limited (TATA) or such other entity as the Promoters may appoint for the purpose of installing a power sub-station with a view to service the electricity requirement in the Project Land/Development Land. The aforesaid designated spaces may be given to the relevant service provider either on leave and license basis or on leasehold basis and the Allottee/s shall have no objections regarding the same. It is clarified that the service provider will be entitled to operate from and out of such designated spaces even after the Project Land is transferred to the Appex Body.

It is expressly agreed that the Promoters shall always have a right and be entitled to put a hoarding/s on the Project Land/ Building/ Development Land including on the terrace and on the parapet wall of the Building and the said hoarding/s may be illuminated or comprising of sign/neon sign etc and for that purpose the Promoters are fully entitled to and authorized to construct or allow temporary or permanent construction or erection for installation either on the exterior of the Building or on the Project Land/ Development Land as the case may be and further the Promoters shall be entitled to use and allow third parties to use any part of the Building and the Project Land/ Development Land for installation of cables, satellite, communication equipment, cellular telephone equipment, radio, turnkey equipment, wireless equipment etc. The Allottee/s agree/s not to object or dispute the same. It is expressly agreed by the Allottee/s that the Promoters, at their discretion, are entitled to transfer, assign and/or deal with or dispose of their rights under this clause to any person or persons.

The Promoters shall be entitled to put up appropriate signboards in the Project /Project and Daylog and Land or any part thereof and to publish advertisements and other literature and indices relating to the development schemes and the construction of the Building and/or sale of the Building and apartments/units in the newspapers and other media.

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The Proposition of the entitled to construct site offices/sales lounge on the Project Land/Development Landaughshall baye the right to access the same at any time.

As and when the dircumstances may require or the Promoters may deem fit, the Promoters may introduce safety and security measures for protection of the said Residential Building, their occupants introduced by the Organization/ Association, as and when formed.

- 12.12 The Promoters shall have a first lien and charge in respect of the said Apartment/said Unit till such time that the Allottee/s has/have made full and complete payment of all monies payable under this Agreement.
- 12.13 The Promoters may at any time assign or transfer in whole or in part their rights and obligations in respect of the Project as per applicable laws.
- 12.14 The Allottee/s declare/s that he/she/it/they shall not have any objection to the Promoters creating a mortgage or charge of the Project/Project Land/Building in favour of any bank or financial institution or any other person. Provided that the mortgage shall be cleared by the Promoters at their own expenses and it will notaffect the rights or interest of such Allottee/s. For the purpose of availing any loan in respect of the Project, the Promoters shall be entitled to create such security as they may deem fit including creation of a charge over the receivables from the Project.
- The Promoters may complete any part, portion or floor of the Building and obtain part Occupation Certificate and give possession of apartment/s/unit/s therein to the allottee/s of such apartments/units and the Allottee/s herein shall not be entitled to raise any objection thereto. If the Allottee/s take/s possession of the said Apartment/said Unit in such partly completed Building, part or portion or floor and the Promoters or its agents or contractors shall carry on the remaining work with the Allottee/s occupying his/her/their said Apartment/said Unit, then the Allottee/s shall not object to, protest or obstruct in the execution of such work.
- 12.16 The Promoters have the sole and absolute authority regarding any contracts, arrangements, memoranda and/or writings executed for the Project including appointment of any agency, firm or corporate body or person or any other organization or association to maintain and manage, control and regulate the Building or other such buildings in the Project /Development Land including power and authority to collect the sald outgoings, charges and other amounts for such period from the date of the Occupation

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.Certificate of the Building or the Project/Larger Project as the Promoters may determine, for such consideration and on such terms and conditions as the Promoters may deem fit. With regard to the appointment of such external agency for management and maintenance the Allottee/s shall pay such charges and outgoings proportionate to their share and in accordance with the Applicable Laws.

The Promoters shall be entitled to call upon the Allottee/s to satisfy the Promoters either through the Allottee/s's banker's commitment or in such othermanner as may be determined by the Promoters, with regard to the Allottee/s's financial and other capabilities to pay the Consideration amount, taxes, other charges and all other amounts as per the said Agreement/said Unit to the Promoters and Decomplete the sale and transfer of the said Apartment.

12.18 In the event of the Promoters having paid or being required to pay any amount by way of premium betterment charges, development charges, transfer charges, etc. payable to any sanctioning authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Allottee/s to the Promoters in proportion to the carpet area of the said Apartment/said Unit production as may be determined by the Promoters and non-payment of the same, shall constitute a breach of this Agreement.

Pursuant to conveyance of the habitable floors of the Building i.e. structure excluding the basements, stilts and podiums, in favour of the Organization/Association, Organization/Association shall be responsible for the operation and management and/or supervision of the Building (excluding the basements, stilts and podiums), in accordance with the provisions of this Agreement, the Allottee/s shall extend necessary co-operation and shall do necessary acts, deeds, matter, things as may be required in this regard in accordance with the provisions of this Agreement.

Pursuant to conveyance of the Property to be Transferred to the Apex (age fined berefitted in favour of the Apex Body, the Apex Body shall be responsible for the operation and any analysis and or supervision of the common areas of the Property to be Transferred to the Apex, in accordance with the provisions of this Agreement, the Allottee/s shall extend necessary or accordance with the provisions of this Agreement.

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

The Allottee/s is/are fully aware that the Development Land is under development as a "layout proposal" 12.22 and further residential/commercial development is proposed to be constructed on the remaining portion of the Development Land by the Promoters or its assigns and the Allottee/s has/have no objection in regard to the same. The Promoters shall also be entitled to make changes to the plans and layout of the Development Land, including changes to the type of buildings, height of buildings, change in the name of the Project/buildings, amenities (including the Amenities), common areas, general lay out, etc. and the Allottee/s irrevocably consents to all such changes. The Promoters shall also be entitled, and/or reserve the rights, to increase the floors/residential levels of the said Buildings beyond the floors/ residential levels, subject to the approvals from the Authorities, with option to either make the increased floors as part of the Project or register the floors beyond the floors/ residential levels of the said Buildings as separate project, and the Allottee/s shall not have or raise any objection for the same. The Promoters shall be entitled to construct multiple buildings having maximum permissible height by way constructing multiple floors on the balance portion of the said Larger Land/Development Land. For future development the layout of the said Larger Land may be modified/revised/amended without requiring the consent of Allottee's and/or the society/limited company/ association of Allottee/s. The Allottee/s does hereby give his/her/it/their irrevocable consent for further development / construction of additional buildings by the Promoters and persons claiming through them on the Larger Land/Development Land (including all changes thereto as mentioned above or otherwise) as contemplated by Section 7 and 7A of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Rules framed thereunder and/or section 14 of the Act.

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

The Promoters reserve the right to use the vehicular access road/pathway and/or part of the access road/pathway on the ground floor/level of the Project/Development Land/said Larger land and also the driveway of the parking/non-tower area on the Development Land, for the entry/exit of construction vehicles/other heavy vehicles, for completing the balance development of the Development Land and the Allottee/s shall not object, protest, dispute the same and/or cause any obstruction/hinderance for the use of the said access road/driveway by the Promoters, at any point in time.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

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

- 13.1 The Promoters have the requisite rights to carry out development upon the Project Land as declared in the title report annexed to this Agreement and also have actual, physical and legal possession of the same for the implementation of the Project;
- The Promoters have lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- 13.3 The Promoter represent and warrant that there are no encumbrances upon the Project or Project Land

 Of the Project and except those disclosed in the title report and as disclosed to the Authority under

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The Property of the Project and warrant that there are no litigations pending before any Court of law with respect to the Project or Project Land /Development Land except those disclosed herein and/or as disclosed to the Authority under the RERA on its website;

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

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authorities:

- The Promoters represent and warrant that no notice from the Government or any other local body or 13.11 authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received or served upon the Promoters in respect of the Development Land, except those disclosed in the title report and as disclosed to the Authority under the RERA on its website.
- As per the plans, a 6 mtr. Wide driveway (internal road) at the boundary of Phase I Plot y 13.12 which is meant for Phase I Development. Similar 6 mtr wide driveway (Internal Road) is provided for proposed Phase II Development. At present there is existing structure for boundary of internal roa meant for Phase I Development. It is agreed between the Promoters, that, till the time existing structure is removed, Promoter-2 will permit Promoter-1 and/or occupants of Phase I Development to use 6 mtr driveway (internal road) meant for proposed Phase II Development to access the main road. It is further agreed between the Promoters that, once the existing structure is removed and access to service road from 6 mtr internal driveway meant for Phase I Development is available, then the internal road meant for Phase I Development as well as Phase II Development shall be common internal road for both Phase I and Phase II Development. It is further agreed between the Promoters, that the said 6mtr. Plus 6mtr. Ingress and egress from the service roadas mentioned above, shall be maintained by the Apex body of Phase I and Phase II once formed.

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

14. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S:

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

- He/she/it/they has/have not been prohibited from entering into to undertake 14.1 the obligations, covenants etc. contained herein;
- He/she/it/they has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or 14.2 ordered to be wound up or dissolved, as the case may be;
- 14.3 No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/its/their assets and/or properties;
- None of his/her/its/their assets/properties is attached and/or no notice of attachment has been received 14.4 under any rule, law regulations, statute etc.;
- No notice is received from the Government of India (either Central, State or Local and/or from any other 14.5 Government abroad) for his/her/its/their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/it/them;
- No execution or other similar process is issued and/or levied against him/her/it/them and/or against any 14.6 of his/her/its/their assets and properties;
- He/she/it/they has/have not compounded payment with his/her/its/their creditors; 14.7
- 14.8 He/she/it/they has/have not been convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- He/she/it/they is/are not an undesirable element and/or will not cause nuisance and/or cause 14.9 hindrances in the completion of the development of the Project Land and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments.
- The Allottee/s is/are in a good financial position to pay the Consideration and the installments in the 14.10 manner as stated in this Agreement without any delay or default and shall as and when called upon by the Promoters shall provide such security as may be required by the Promoters towards the payment of the Consideration and the Installments.

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15. OBLIGATIONS OF THE ALLOTTEE/S:

The Allottee/s hereby agree/s and confirm/s that the Consideration shall be paidin accordance with the Instalments payable by the Allottee/s under these presents on the due dates (time being of the essence of this agreement), without any delay or default and any default by the Allottee/s in this regard shall remedies as set out hereunder.

15.2 The Allottee's shall use the said Apartment/said Unit or any part thereof only for residential/retail purpose (as applicable). He/ She/It/They shall use the garage or parking space only for purpose of keeping or parking his/her/its/their car.

The Allottee/s along with other allottee/s of apartments/units in the Building shall joinin forming and registering the Organization/Association, as mentioned in this Agreement and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Organization/Association and for becoming a member, including the bye-laws of the proposed Organization/Association and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee/s, so as to enable the Promoters to register the common organization/Association of allottee/s(s).

At the time of registration of conveyance of the structure of the Building the Allottee/s shall pay to the Promoters, the Allottee/s's share of stamp duty and registration charges payable, by the said Organization/Association on such conveyance or any document or instrument of transfer in respect of the Sulpture of the Building. At the time of registration of conveyance of the Development Land, the Allottee/s shall pay to the Promoters, the Allottee/s's share of stamp duty and registration charges payable, by the said Apex Body on such conveyance or any document or instrument of transfer in respect of the Rejigit land to be executed in favour of the Apex Body.

e/s shall be entitled to avail of a loan from a bank/financial institution and to mortgage the said Apartment/said Init by way of security for repayment of the said loan to such bank/financial is their obligations hereunder, the Promoters shall grant its no-objection, whereby the Promoters s no-objection to the Allottee/s availing of such loan and mortgaging the said Apartment/said Unit with such bank/financial institution, provided however, the Promoters shall not be liable for repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and provided further that such mortgage created in favour of such bank/financial institution in respect of the said Apartment/said Unit shall not in any manner jeopardize the Promoters right to receive the Consideration and other charges and to develop the balance of the Project Land. Such mortgage created in favour of such bank/financial institution shall be subject to the Promoters first lien and charge on the said Apartment/said Unit in respect of the unpaid amounts payable by the Allottee/s to the Promoters under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoters shall issue the said no-objection letter provided that the concerned bank/financial institution agrees to make payment of the Consideration of the said Apartment/said Unit directly to the Promoters as per the scheduleof payment of the Consideration amount provided in this Agreement. The Allottee/s agree/s to sign and deliver to the Promoters before taking possession of the said Apartment/said Unit and also thereafter, all writings and papers as may be reasonably necessary and required by the Promoters including possession letter, electric meter, transfer forms and other papers, necessary and expedient for formation and registration of the Organization/Association/Apex Body as mentioned hereinafter.

The Allottee/s shall permit the Promoters and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Apartment/said Unit or any part thereof for the purpose of making, repairing, maintaining, rebuilding, cleaning, lighting and keep in order and good condition services, drains, pipes, cables, water connection, electric connections, wires, part structures, and other conveniences belonging to, serving or used for the Building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires and for similar purpose and also for the purpose of cutting off the supply of water to the said Apartment/said Unit or any other apartment/unit or the Building in respect whereof the Allottee/s or the occupier of any other said Apartment/said Unit as the case may be shall be in default in paying his/her/its/their share of the water charges and maintenance bill issued by the Promoters and/or the said Organization/Association as the case may be.

The Allottee/s hereby agree/s/covenant/s that whenever any notice is received bythe Allottee/s or by the Promoters from the Government/concerned local authority/any other public authority for payment.

Of any GST or any other taxes/duties/levies with regard to Allottee/s's said Apartment/said Unit, then

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the Allottee/s undertake/s to pay the same immediately to the Promoters/Government as desired by the Promoters. The Allottee/s is/are aware that he/she/it/they is/are solely responsible, liable and bo to pay taxes levied by the Government/concerned local authority/a hy other public (vth ority) with respec to said Apartment/said Unit purchased by the Allottee/s as stated

The Allottee/s also agree/s to reimburse to the Promoters the amounts which may be paid by the 15.8 Promoters to the Government/concerned local authority / any other public authority on the Allottee/s' 3043 behalf.

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

16. COVENANTS OF THE ALLOTTEE/S:

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

- The Allottee/s shall not interfere or obstruct in any manner in any work of development or construction 16.1 and the Promoters alone shall have full control, absolute authority and say over the unallotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and out of any other common facilities or the amenities to be provided in the said Development Land till the cance is transferred to the said society/Association /Apex Body and the Allottee/s shall have no replace in the consyment and control of the Promoters in this regard till the same is transferred to the said society/Association /Apex Body.
- To maintain the said Apartment/said Unit at Allottee/s's own costs in said tenantable repair and condition from the date of possession of the said Apartment/said Unit and shall not do be said to be 16.2 done anything in or to the Project in which the saidApartment/said Unit Is situated against the rules, regulations or bye-laws of concerned localauthority and/or the said society Association and / or the Apex Body/Federation (as the case may be) or change/alter or make addition in or to the Project in which the said Apartment/said Unit is situated and the said Apartment/said Unit itself or any part thereof without written consent of the local authorities, if required;
- Not to store in the said Apartment/said Unit any goods which are of hazardous, combustible or 16.3 dangerous nature or are so heavy as to damage the construction or structure of the said the Building in which the said Apartment/said Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage or are likely to damage the staircase, common passages or any other structures of the Building in which the Apartment/said Unit is situated, including entrance of the Building in which the said Apartment/said Unit is situated and in case any damage is caused to the Building in which the said Apartment/said Unit is situated on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach;
- To carry out at his/her/its/their own costs all internal repairs to the said Apartment/said Unit and 16.4 maintain the said Apartment/said Unit in the same conditions, set and order in which it was delivered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the Building or the said Apartment/said Unit which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- 16.5 Not to demolish or cause to be demolished the said Apartment/said Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment/said Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Apartment/said Unit is situated and shall keep the portion, sewers, drains and pipes in the said Apartment/said Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Apartment/said Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment/said Unit without the prior written permission of the Promoters and/or the said society

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/Association as the case may be;

Not to encroach upon external and/or internal ducts/void areas attached to the said Apartment/said .16.6 Unit by constructing permanent and/or temporary work by enclosing and/or using it, the duct area is CO VSIDELLY provided for maintenance of service utilities such as plumbing pipes, cables, etc. (For breach of the terms mentioned hereinabove, the Allottee/s shall be solely responsible for all the onsequences arising because of the same).

permit to be done any act or thing which may render void or voidableany insurance of the said Development and or Project or any part thereof or whereby any increased premium shall

- Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said 16.8 Apartment/said Unit in the compound or any portion of the said Larger Land /the said Development Land and the Building in which the Apartment/said Unit is situated;
- 16.9 Not cause any hardship, annoyance or nuisance to any other allottee/s;

pecome payable in espect of the insurance;

- Not change user in respect of the said Apartment/said Unit without prior written permission of the 16.10 Promoters or relevant authority;
- Pay to the Promoters within 15 (fifteen) days of demand by the Promoters, his/her/its/their share of 16.11 security deposit demanded by concerned local authority of Government for giving water, electricity or any other service connection to the Building in which the said Apartment/said Unit is situated; However, Allottee/s has agreed that the Promoters shall not be responsible for power fluctuation, power failure, galey in / interruption of gas supply, power supply, water supply by the concernedauthority and /or any the such utility service provider, if any.

bear and hay increase in local tax, water charge and such other levies, if any which are imposed by concerned local authority and/or Government and/or other public authority, on account of change user of the said Apartment/said Unit by the Allottee/s other than the purpose for which it is sold;

shall not transfer/sell/sub-let/assign or part with the Allottees interest or benefit under this Competitor part with possession of the saidApartment/said Unit, till the payment of the entire Suburgation and other dues and amounts, payable in respect of the said Apartment/said Unit to the sell/ sub-let/assign the said Apartment/said Unit after handover of possession of the said Apartment/said Unit but before the formation of the society / Association of the allottees, the Allottee shall require the prior written consent of the Promoters and the Allottee/s shall pay, to the Promoters, assignment/ facilitation charges (being pre-determined facilitation and processing charges) calculated at 3% (three per cent) of the Consideration of the said Apartment/said Unit, at the on-going sale value or theresale value, whichever is higher, without demur and protest.

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

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cable tv, DTH or similar services. 90886 The Allottee/s has/have confirmed and assured the Promoters prior to entering into this Agreement 16.18 that he/she/it/they has/have obtained legal advice and read and understood the RERA as well as MOFA (to the extent applicable) and its implications thereof in relation to the arrious provisions of thi Agreement. The Allottee/s is/are entering into this Agreement for the allotment of the Apartment/said Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the transaction, the said Development Land and the Building. The Allottee/s hereby undertake/s that he/she/it/they shallcomply with and carry out, all the requirements, requisitions, demands and repairs which are required by any Development Authority/ Municipal Corporation /Government or any other competent authority in respect of the said Apartment/said Unit at his/her/its/their own cost and keep the Promoters indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs; The Allottee/s are aware that various utilities such as water, electricity, etc. may still be in the process of 16.19 being installed by the relevant utility service providers when possession is offered to the Allottees. The

The Allottee/s further agrees that, the Promoters are not responsible for providing any mobile network

- The Allottee/s are aware that various utilities such as water, electricity, etc. may still be in the process of being installed by the relevant utility service providers when possession is offered to the Allottees. The Amenities shall be completed in a phased manner and shall be handed over and ready for use, as and when the same are completed. The Amenities may be completed after possession is offered. Non completion of Amenities shall not be a ground for refusing to take possession. The Allottee/s confirm that they will not have any objection to the same.
- The Allottee/s shall not interfere or obstruct in any manner in any work of New Berelspment and the Promoters alone shall have full control, absolute authority and say over the unit local, reas, roads, open spaces, gardens, infrastructure facilities, recreation facilities, Amerities and or any other common facilities or theamenities to be provided till the same is transferred to the Apax Body and the allottee/s shall have no right or interest in the enjoyment and control of the Promoters in the regard in the same is transferred to the Apax Body.
- The Allottee/s shall make payment towards formation and registration of the seidsociety Association /Apex Body and for meeting all legal costs, charges and expenses including professional edges of the Advocates of the Promoters in connection with preparation of the conveyance and including agreed that the Promoters shall not be required to give details of these expenses;
- 16.22 Not to change the external colour scheme or the pattern of the colour of the Building;
- 16.23 Not to change exterior elevation or the outlay of the Building;

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- Not to fix any grill to the said Apartment/said Unit, Building or windows except in accordance with the design approved by the Promoters;
- The Allottee/s shall not make any changes to the said Apartment/said Unit which may resultin the area of the said Apartment/said Unit increasing or decreasing in any manner whatsoever and the Allottee/s covenant/s that the area of the said Apartment/said Unit shall remain the same as it was at the time of handing over possession of the said Apartment/said Unit;
- The Allottee/s at no time shall demand partition of his/her/its/their interest in thesaid Apartment/said Unit and/or Building and/or the said Development Land and shall not ask for any independent rights, access in the Building and/or said Development Land. It is being hereby agreed and declared by the Allottee/s that his/her/its/their said interest is inseparable/indivisible;
- Not to relocate the original location of main door and shall not cover or fill ducts and also not to change the location of toilet, kitchen, any plumbing lines in the said Apartment/said Unit and A/c units at any point of time;
- 16.28 Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Apartment/said Unit or the Building or any part thereof in any manner whatsoever;
- 16.29 Not to carry out any unauthorized changes/addition in the said Apartment/said Unit and cover/fill up/raise the level of the area of the flowerbed/s, balconies, deck, if any, with debris, blocks, tiles or any such material and shall not enclose the flowerbed/s, balconies and/or deck area within any room in the said Apartment/said Unit and shall not conceal the pipes passing through the portion of the flowerbed/s, balconies and/or deck and shall not do any such filling which could lead to excess load on the slab of the flowerbed/s or balconies or deck portion which is adjoining any room of the said Apartment/said Unit or

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otherwise whatsoever;

द	setup office or the likes or any other purpose other than for residence, without prior written consent of
9088	Not to display at any place in the Building any bills, posters, hoardings, advertisement, name boards,
२०२३	neon signboards or illuminated signboards nor stick or affix pamphlets, posters or any paper on the walls of the Building or common areas and facilities therein or in any other place in the said Development Land
	/ said Larger Land or the Building or on the window, doors and corridors of Building provided however that the name/sign plate/board of the Allottee/s may be permitted to be displayed on or near the main entrance of the said Apartment/said Unit and where the car parking slot/s allotted to the Allottee/s is/are situate:

Not to use the said Apartment/said Unit as a guest house or let out for the purpose of guest house or

- To park all vehicles including visitors' vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoters and not at any other place. The Allottee/s shall use the Car Parking Space (allotted parking lots) only for purpose of keeping or parking cars. The Allottee/s agree/s that there shall be no unauthorized usage of allotted car parking space/garage;
- 16.33 Not to obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Apartment/said Unit or in or on the common stairways, corridors and passageways in the Building and/or any part of the lay- out of the said Development Land;
- Not to construct a loft and/or mezzanine floor in the said Apartment/said Unit irrespective of any approvation or even if permissible under any statute and not to do any such act, deed or thing that shell tantamotics to consumption/violation of Floor Space Index (FSI) of the said Apartment/said Unit or any part thereat.
 - Not to do any such act, deed or thing that shall amount to consumption of additional FSI or violation of Development control Rules and Regulations for Greater Mumbai;
- 16.30 To beautiff passenger lifts in the Building or any part thereof for the period and in accordance with the color and presult ons framed in that regard, from time to time. The Allottee/s shall not cause any damage to be lift staircases, common passages or any common facilities or any other parts of the Building or any part thereof including the said Apartment/said Unit;
- 16.37 The Promoters shall be entitled to inspect all interior works carried out by the Allottee/s. In the event the Promoters find that the nature of interior work being executed by the Allottee/s is/are harmful to the said Apartment/said Unit or to the structure, facade and/or elevation of the Building or any part of the Building then, the Promoters can require the Allottee/s to stop such interior work and the Allottee/s shall stop such interior work at once, without raising any dispute;
- 16.38 The Allottee/s will ensure that the debris from the interior works are dumped in an area earmarked for the same and will be cleared by the Allottee/s, on a daily basis, at no cost to the Promoters and no nuisance or annoyance to the other allottee/s or occupiers of the Building. All costs and consequences in this regard will be to the account of the Allottee/s;
- 16.39 The Allottee/s shall ensure that the execution of interior works in the Apartment/said Unitis carried on only between 9 a.m. to 2 p.m. and 4 p.m. to 7 p.m. on all days of the week except Sundays;
- The Allottee/s will further ensure that the contractors and workers (whether engaged by the Allottee/s) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same. Any damage caused to the structure / wall /ceiling /flooring due to which there are any complaints of any leakages/seepage in the adjoining or flat below the said Apartment/said Unit, then the Allottee/s shall at his/her/its/their sole costs and expenses rectify the same;
- The Allottee/s shall ensure that the contractors and workers, do not use or spoil the toilets in the said Apartment/said Unit or in the Building or any part of the Building or anywhere else on the said Development Land and use only the toilets earmarked by the Promoters for this purpose;
- All materials brought into the said Apartment/said Unit for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee/s and that the Promoters will not be held responsible for any loss/theft/damage to the same and the Allottee/s duly indemnify/indemnifies the

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Promoters in this regard;

- If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee/s at the Allottee/s's own cost, and that the Promoters will not be held responsible for the same and the Allottee/s shall dury indemnify the Promoters in this regard. All liabilities and damages prising out Gastonijury will be borne and paid by the Allottee/s alone and the Allottee/s duly indemnifies the Promoters in the regard;
- 16.44 During the execution of interior works, if any of the Allottee/s' contractor/workmen/agents/representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen/ agents / representative willbe removed forthwith and will not be allowed to re-enter the said Apartment/said Unit or the Building or any part of the said Development Land/said Larger Land. Further, the Allottee/s shall be responsible for acts of such persons and the Allottee/s shall duly indemnify the Promoters in this regard;
- 16.45 The Allottee/s shall ensure that common passages/ common areas are not obstructed or damaged during works or thereafter:
- If, after the date on which the Allottee/s has/have taken possession of the said Apartment/said Unit, damage, of whatsoever mature (not due to defect in construction envisaged becomes over), is caused to the said Apartment/said Unit and/or other units/areasin Building or any part of the Board of neither the Promoters nor their contractor(s) will be held responsible for the cost of tell stating of repair by the same and that Allottee/s alone will be responsible for the same and the Allottee/sshall duly indomnify the Promoters in this regard;
- The Alottee/s confirm/s that the Promoters have given full, free and complete in respection of documents of title in respect of the said Development Land /said Larger Land and its Affortee/sconfirm/s that he/she/it/they has/have entered into this Agreement after inspecting an relevant documents and the Allottee/s has/have inspected the Title Certificate. issued by the Advocate Salisitors of the Promoter-1 and Promoter 2;
- The Allottee/s has/have confirmed and assured the Promoters prior to entering into this Agreement, that he/she/it/they has/have obtained legal advice and read and understood the RERA as well as MOFA (to the extent applicable) and its implications thereof in relation to the various provisions of this Agreement. The Allottee/s is/are entering into this Agreement for the allotment of the said Apartment/said Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the transaction, the said Development Land andthe Building. The Allottee/s hereby undertake/s that he/she/it/they shall comply with and carry out, all the requirements, requisitions, demands and repairs which are required by any Development Authority/ Municipal Corporation /Government or any other competent authority in respect of the said Apartment/said Unit at his/her/its/their own cost and keep the Promoters indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs;
- It is also understood and agreed by the Allottee/s hereto that any space in front of or adjacent to the terrace apartment known as pocket terrace in the Building, if allotted, alongwith the said Apartment/said Unit shall belong exclusively to the respective allottee/s of the terrace apartment and such terrace spaces are intended for the exclusive use of the respective terrace allottee/s;
- 16.50 The amenities/furniture and fixtures displayed in the sample apartment are only for display and the Promoters are not required to provide the same to the Allottee/s.
- The Allottee/s shall not be entitled to enclose the verandah, balcony or common passage or make any alterations or changes in the elevation of outside colour scheme of the said Apartment/said Unit and/or the outside glass panels.
- With reference to the electrical appliances and white goods (if any), provided (if any) by the Promoters, the Allottee shall maintain the same at his/her own cost. The Promoters shall not be liable for any break of downs or defects thereof, in any manner. In case of any problem/issue, the Allottee/s shall directly pursue the concerned manufacturer/agency for getting the same repaired/replaced/ resolved.
- Post possession of the said Apartment/said Unit by the Allottee the Allottee/s agree/s that if the Promoters needs to lay any air conditioner, ducting line, electricity cable and/or any other cable for telephone, television, CCTV cameras, dish antennas or any other services from the walls of the said Apartment/said Unit to any other premises in the Building, then in that event, the Allottee/s shall allow

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the Promoters to do so, without raising any objection of whatsoever nature for the same.

The Allottee/s clearly and unequivocally confirm/s that in case remittances related to the Consideration and all other amounts as payable under this Agreement of the said Apartment/said Unit are made by non-resident/s/foreign national/s of Indian origin, it shall be the sole responsibility of the Allottee/s to comply with the provisions of the Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India and/or any other applicable/relevant laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Promoters with such permission/approvals/no objections of enable the Promoters to fulfil its obligations under this Agreement. Any implications arising out of any default by the Allottee/s shall be the sole responsibility of the Allottee/s. The Promoters accepts no responsibility in this regard and the Allottee/s shall keep the Promoters fully indemnified for any harm of injury caused to it for any reason whatsoever in this regard. Whenever there is a change in Chile residential / retail rurpose status (as applicable) of the Allottee/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate in writing to the Promoters in mediately and comply with all the necessary formalities, if any, under the applicable/relevant laws.

Notwithstanding what is contained herein to the contrary, it is expressly agreed between the parties that the Promoters shall be intitled to utilize and enjoy, either personally or through any nominee/s, all area or areas forming part of the said Development Land and/or said Larger Land, as properly as may be available, from time to time, including areas reserved for public utility including recreation, etc., by utilizing the same as the Promoters may deem fit and the Promoters will be entitled inter alia to construct recreation centre, health club etc., and carry on such other activity or activities, as the Promoters may desire, on professional and/or commercial basis and the ownership of such construction and structures including right to own, manage, run and conduct such area/s or structure/s or with right to transfer or assign benefit thereof and to recover and appropriate consideration received there from including from the day to day business thereof, shall be that of the Promoters alone exclusively and the Allottee/s shall have no right thereto, either in his/her individual capacity or through the substant area/s and construction by way of recreation centre, health club, library etc., shall belong to the Promoters alone exclusively and the Allottee/s shall have no right to the same, in any manner

stigning contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in two, of the said Apartment/said Unit or of the Building or Project or the said Development to any part thereof. The Allottee/s shall have no claim save and except in respect of the said partment said Unit hereby agreed to be sold to him/her/it/them and all open spaces, parking spaces, leables, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the Building (excluding the basements and the podiums) is transferred to the society /Association or other body and until the Property to be transferred to Apex Body as herein mentioned;

- 16.57 The Allottee/s shall not enclose the car parking space/s, if any, allotted to them, in any manner whatsoever.
- In the event of any tax liability, levies and any other imposts/impositions that maybe levied by the Central / State Government or any local or statutory authorities or bodies in relation to the Agreement for Sale and/or the consideration payable under the said Agreement and/or in respect of the said Apartment/said Unit, then in such an event, the Allottee/s shall, within 7 (seven) days of receipt of a written demand, made to you by the Promoters, pay and/or reimburse such amount of tax/imposts/impositions (as the case may be) to the Promoters, without any delay or demur and the Allottee/s shall indemnify and keep us fully indemnified the Promoters in respect of the non-payment or delayed payments thereof.
- 16.59 The Allottee/s shall enter upon, occupy, possess and enjoy the said Apartment/said Unit as per the terms of the Agreement for Sale. The Allottee/s agree, confirm and undertake to comply with the following terms, during the period of any work of making furniture and/or work of interior refurbishing etc., carried out in the said Apartment/said Unit: -
 - (i) Any internal work in the said Apartment/said Unit including making of furniture and fixtures and/or interior decorations shall be at the Allottee/s own costs, charges and expenses and strictly in accordance with the terms and conditions of this Agreement for Sale and subject to the compliance of all statutory rules and regulations. Allottee/s shall, at his/its/their own cost and expenses, make good the damage, if any, caused to the Building, common areas, passage and staircase, etc. during the course of furnishing the said Apartment/said Unit.

(ii) Allottee/s shall, under no circumstances, carry out any work related to interior / furniture in the

common areas such as lift landing, staircase, parking spaces, any open spaces and / or refuge areas etc.

{iii) Allottee/s shall not, in any manner whatsoever, make an structuration refuge sees which may affect the R.C.C. frame structure of the Building.

{iv) Allottee/s shall under no circumstances cover / enclose the service duct areas and further, Allottees shall not convert the same into storeroom or servants room, etc.

{v) Allottee/s shall not do any act, deed, matter or thing which shall disturb the internal and/or external elevation of the Building. Allottee/s shall also not do any act which will change/alter the external façade and/or common areas of the Building.

(vii) Allottee/s shall not install any grills outside the windows and hence undertake not to install or affix any grills outside the windows/window sills.

{viii} Allottee/s shall not keep any plants in pots or any other objects on the outer side of the windows or on the parapets/chajjas and shall not do anything which may cause a scoloration or any damage to the Building.

(ix) Allottee/s shall not cover any chajjas/terraces/balconies or construct, any structure of poles or pergolas or trellis on the chajjas/terraces/balconies.

(x) Allottee/s shall not fix external unit of split A.C. outside the elevation Aig/such external unit of split A.C. shall be located only on the inner side of the duct/space specifically provided for Split A.C.

(xi) The Allottee/s alone shall be liable and responsible for any damage that may be caused to the said Apartment/said Unit or to the adjoining flat/s or on the upper or lower floors or to the Building, due to any act or omission on the part of the Allottee/s in carrying out such changes and you will indemnify and keep the Promoters indemnified of, from and against all costs, charges and expenses and consequences arising due to such act or omission.

{xii} Allottee/s will use only the service elevator for carrying all furniture and goods.

(xiii) Allottee/s will inform the Promoters, in writing, the names and number of workmen who will be authorized to enter the said Apartment/said Unit, in case of anywork to be carried out or undertaken.

(xiv) Allottee/s will be responsible for any theft/damage of material which are being brought to the Building / said Apartment/said Unit, by the Allottee/s or their contractor, agent, workers, etc. In case of any accident, of any nature, caused either to the Allottee/s workmen/agents or any other person, the Promoters shall not be responsible for the same.

{xv} Allottee/s' workers/labourers/agents shall be checked by the security staff while going in and coming out of the Building. Allottee/s' workmen and agents shall not do or permit to be carried out any work of interior decoration, renovation, furniture making or any other allied work between 7.00 P.M. till 9.00 A.M. in the said Apartment/said Unit and nuisance shall not be caused, at any time, to occupants of the other flats/premises in the Building. Allottee/s workmen shall leave the Building at 07.00 P.M. everyday.

{xvi} Allottee/s and their workmen and agents shall not do or permit to be carried out any work of interior decoration, renovation, furniture making or any other allied work, which would create any nuisance, disturbance on all days between 02.00 P.M. till 04.00 P.M. and the entire day on Sundays & Public Holidays and nuisance shall not be caused at any time to the occupants of other flats and other premises in the Building.

(xvii) Allottee/s are required to make suitable arrangements for removal of debris. In case the debris is not removed, we shall do the same and debit Rs.5,000/- (Rupees Five Thousand only) for each truck trip or at actuals, whichever is higher, for removal of debris, to the Allottee/s' account.

(xviii) Aflottee/s will not raise any objection to the terms and conditions contained in diverse agreements made or to be made between the Promoters and purchasers of the other flats and premises comprised in the Project.

{xix} In case of any complaints are received from occupants of the Building, in respect of leakage, nuisance, etc. from the said Apartment/said Unit, the Promoter's staff, security and authorized

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personnel will have the right to visit the said Apartment, after giving reasonable notice to the Allottee/s.

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

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The Allottee/s are tweethat various utilities such as water, electricity, etc. may still be in the process of being installed by the relevant utility service providers when possession is offered to the Allottees. The Amenities shall be completed in aphased manner and shall be handed over and ready for use, as and when the same are completed. The Amenities may be completed after possession is offered. Non completion of Amenities shall not be a ground for refusing to take possession. The Allottee/s confirm that they will not have any objection to the same.

- The Allottee/s have agreed to pay proportionate share in the taxes, ground rent (if any), water taxes, electricity charges, all expenses for maintenance of the said Apartment/said Unit and the Project and all outgoings, whatsoever, as may be determined by the Promoters, until the society/Association /Apex Body takes charge and control of management of the Project. The account of such amounts and corpus funds shall be rendered to the society/Association or Apex Body as the case may be.
- 16.63 The Allottee/s are aware that all electricity bills, from date of Possession Notice, shall be paid by the Allottee/s and the Allottee/s will not hold the Promoters responsible for any consequences arising of nen-payment thereof.

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person, to the extent and as permitted hereunder, they shall obtain an undertaking to the similar effect from any all suchpurchasers/transferees and in the event of their failing to do so, the Promoters or the society /Association shall be entitled to refuse the transfer of the said Flat, infavour of such prospective purchasers/transferees.

- 16.66 Further, the Allottee/s undertake that, if they give the said Apartment/said Unit on Lease/Leave and License, they shall inform the Promoters in advance in writing and also obtain the necessary POLICE VERIFICATION of the licensee/lessee and submit a copy of the same to the Promoters /society/Association.
- The Allottee/s are aware that, the Promoters can permit one or more FTTH operators or service providers to provide fiber to the home service or the service delivered through FTTH such as voice, data (internet), Video and other value added services within the Project, with a service agreement for maximum 15 years and a minimum period of 1(one) year from the date of signing of such agreement/MOU (memorandum of understanding) with the operators or the service providers. Such arrangement shall continue for the same period as mentioned in such agreement/ MOU, even after formation of the society/Association /Apex. All the services delivered through the FTTH networkwill be by the respective service providers as per the applicable terms and conditions, including tariffs, by the service provider. The Allottee/s shall approach the concerned service provider for delivery of services or any issues related to services delivered through the FTTH network.
- As regards the formation of the society /Association /Apex Body, the same shall be formed upon receipt of all dues from all the Allottee/s in the Project.
- 16.69 Not park at any other place and shall park all cars in the car parking space/s only as may be permitted/allotted by the Promoters.
- Shall cause the Society to paint the said Tower at least once in every 5 (five) years maintaining the original colour scheme even after the conveyance to the Society and the land comprised in the Property in favour of the Apex Body and shall bear his/her/it's/their respective share of expenses to paint, repair, water proof and refurbish the said Tower and to do all other acts and things for the upkeep and maintenance

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thereof and to bear and pay the proportionate costs, charges and expenses thereof as the Promoters may determine and to extend all co-operation, assistance and facilities for the same.

- Not to object to the permission granted/to be granted by the Promoters to officiallottee/s for the use of their respective appurtenant spaces and the car parking spaces.
- 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 be a 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 Promoters 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.
- Shall accept, follow abide by the Fit-Out Guidelines framed by the Promoters fromtime to time for maintenance and management of the said Apartment/said Unit and other rules and regulations, the Property, the said Building and the Project and/or the security thereof or of the aesthetics and ambience of the said Building/the Project, it being clearly agreed that in the event the Allottee/s violate(s) the Fit-Out Guidelines and such other rules/regulations made from time to time, the Allottee/s shall be liable to make good and/or compensate for any loss and/or damage whatsoever, caused by the Allottee/s and/or by the Allottee/s shall also strictly follow the same.
- 16.74 Not to do any act, deed, matter or thing during the course of fit-objfitinishing the isaid Apartment/said Unit resulting in leakage/damage to the said Apartment/said Unit or other flats/premises in the Real Estate Project or its common passages, stair presents and shall be responsible to make good such leakages, damages (if any caused) entirely at his/hei/their costs and shall be responsible.
- 16.75 Not to, make any structural/internal masonry/dummy flooring/plumbing changes in any manner whatsoever.
- 16.76 Not to obstruct/close the drain out points of the aluminum window tracks while laying the flooring materials, in order to avoid any water seepage and retention in the slab.
- 16.77 Shall on completion of the fit-outs of the said Apartment/said Unit, submit to the Promoters without delay a completion letter stating therein that the fit-outs ofthe said Apartment/said Unit have been carried out in accordance with the approved plans.
- 16.78 Not to do or permit to be done any act or thing which may render void or voidableany insurance of the Property, the entire Project on the said Development Land, the said Building and the Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- 16.79 If any allottee/s/occupants in the Real Estate Project including the Allottee/smake any internal structural/non-structural changes to any Apartment/said Unit in the said Building, the Project including the said Apartment/said Unit, the Promoters shall stand discharged of all its expressed and implied warranties under this Agreement.
- The Allottee/s agree(s), confirm(s) and covenant(s) that the issuance of the Occupation Certificate with respect to the said Building/the Project by the competent authority(ies) shall mean and shall be construed that the Promoters has carried out the development and construction of the said Building/the Project in conformity with the sanctioned plans, approvals and permissions issued by the competent authority(ies) and the Allottee/s shall not raise any dispute(s), claim(s) and/or demand(s) with respect to the development and construction of the said Building/the Project.
- The Allottee/s is/are aware that the said Development Land/ Property and Project, is a single integrated common layout. The Allottee/s is/are further aware that the buildings/towers/structures/areas/spaces comprised in the Property and the Project, would require to be renovated, repaired, redeveloped, restored and/or reconstructed at some point in the future, especially having regard to the life of buildings / structures / areas and/or events (including force majeure circumstances) that may necessitate any or all of the aforesaid. In light of what is stated hereinabove, the Allottee/s and all his/her/its/their successors /assigns (in any manner howsoever) with intention to become bound by the terms of this Agreement including this Clause hereby covenant with the Promoters and all their assigns and/or any other persons as may be authorised by the Promoters, that the Promoters, its workmen, staff, employees, representatives and agents and their assigns and/or any other persons as may be authorised

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by the Promoters, shall always be entitled and authorised (without being obliged), even after the society Conveyance, and the Apex Body Conveyance, to repair, reconstruct, redevelop, restore and/or renovate in any manner howsoever and whatsoever, without any restriction or interference whatsoever and the Alfolitee/shereby undertakes and covenants to not raise any objection and/or claim in this regard and/or restrict any prine are lessaid. This Clause is the essence of this Agreement.

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

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

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

17. ANTI-MONEY LAUNDERING:

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

POSSESSION OF THE SAID APARTMENT/SAID UNIT, FORCE MAJEURE:

The Roomoke's shall give possession of the said Apartment/said Unit to the Allottee/s on or before the possession date more particularly stated in SIXTH SCHEDULE (the "Possession Date") provided all the Allottee/s have/has otherwise complied with the terms and conditions of this Agreement. The Promoters shall be entitled to a grace period of 6 (six) months beyond the Possession Date ("Extended Possession Date"). The Promoters shall endeavour to complete the construction of the Building/Project on or before the Extended Possession Date. Further, the Promoters shall endeavour to make available the "Key Common Areas and Amenities" as defined in EIGHTH SCHEDULE hereunder in the Project within a period of 1 (one) year from the Extended Possession Date.

- 18.2 The Promoters may offer the possession of the Building i.e upto 18th floor on or before the Possession Date herein and for the further floors above 18th residential floors or other phases on or before such date, as may be updated on the RERA website.
- Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of said Apartment/said Unit on the aforesaid date, if the completion of Building in which the said Apartment/said Unit is situated is delayed on account of any or all of the following factors:
- Any force majeure events -war (national or war between other nations or group), civil commotion, strikes or any act of God, epidemics, pandemics, lockdown or by reason of any national or international happening or events and the resultant repercussions or it affects directly or indirectly to the date of offer of possession;
- Any approval/permission, notice, order, rule, regulation, notification or directive of the Government, and/or any local or public or private body or authority and/or any other competent authority or any Court, or Tribunal or any quasi-judicial body or authority;
- Any delay on the part of any statutory/regulatory authority in giving anypermissions, approvals, licenses, sanctions that may be necessary in connection with the development of the said Development Land/ the Project;
- Any notice, order, rule, notification of the Government and/or other public or competent authority/court, which adversely affect the development of the said Development Land /the Project;

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- 18.8 Any stay order/injunction order issued by any Court of Law, competent authority, regulatory authority, statutory authority etc., which adversely affect the development of the said Development Land /the Project.
- 18.9 Any other circumstances that may be deemed reasonable by the authority under RERA;
- 18.10 Any delay caused due to changes in any law, rules, regulations, government policies, bye-laws etc. of various statutory bodies/authorities affecting the development of the said Development Land.
- Any delay caused on the part of any statutory authority which may contribute to the delay in confidence of the said Building.

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19. PROCEDURE FOR TAKING POSSESSION:

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

- 19.3 From the Handover date, the Allottee/s shall be liable to pay, from time to the all Odicoms and charges mentioned in Clause 4 and anywhere else in this Agreement, to the Principles on such date when the same are due and payable in the hands of the Allottee/s.
- In the event, the Promoters completes the construction of the said Apartment/said Unit and obtain the occupancy certificate/part occupancy certificate, prior to the Possession Pate In Wich an event, the Allottee shall take the possession of the said Apartment/said Unit upon receiving intimation from the Promoters by making the balance payment towards the Consideration, as per the Payment Plan in SIXTH SCHEDULE hereunder.
- In the event, the Allottee/s intends to take early possession/charge of the said Apartment /said Unit for carrying out any interior work/fit-out work, then the Allottee/s shall be liable to pay, all Outgoings and charges (including maintenance charges) from the date of handing over the said Apartment/said Unit for interior/fit-out work. Further, in suchan event, the Allottee/s shall take inspection of the said Apartment/said Unit before handing over the same for interior/fit-out work, to rectify defects/snags (if any). The Allottee/s shall be allowed to take inspection only once and upon inspection of the said Apartment/said Unit, the Promoters shall rectify defects/snags (if any) reported by the Allottee/s, prior to handing over the said Apartment/said Unit for interior/fit-out work and thereafter, the Promoters shall not be under any obligation to rectify any further work/defects/snags in the said Apartment/said Unit.

20. FAILURE OF ALLOTEE/S TO TAKE POSSESSION OF THE SAID APARTMENT/SAID UNIT:

Upon receiving a written intimation from the Promoters as per Clause 19.1, hereinabove, the Allottee/s shall within the time stipulated in Clause 19.2 hereinabove, take possession of the said Apartment/said Unit from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fail/s to take possession within the time provided in Clause 19, such Allottee/s shall continue to be liable to pay Outgoings and all other charges as applicable with respect to the said Apartment/said Unit, as applicable and as shall be decided by the Promoters or the society /Association from the Handover date. Moreover, from the Handover Date, the upkeep, maintenance and internal condition of the said Apartment/said Unit, shall be the responsibility and at the cost of the Allottee/s alone. The Promoters shall not be responsible for any wear andtear to the said Apartment/said Unit which may occur after the Handover date. The Promoters shall not in any manner whatsoever be obligated to look after the upkeep, maintenance, and internal condition of the said Apartment/said Unit on and from the Handover date.

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It is clarified that though the Promoters are under no obligation to look after the upkeep, maintenance, and internal condition of the said Apartment/said Unit, it may, at its sole discretion, incur expenses for the upkeep and maintenance of the said Apartment/said Unit even after the Handover Date. The Allottee/s shall be liable to pay from the Handover Date to the Promoters, compensation at the rate of INR 40/- per sq. ft. per month, for the upkeep/cleaning/ maintenance of the said Apartment/said Unit, undertaken by the Promoters, in the event the Allottee/s fails to take the possession of the said Apartment/said Unit inspite of receiving the Possession Notice and several communications from the Promoters in respect thereof, within the period stated by the Promoters and as specified in this Agreement. Such Compensation shall be payable in addition to the Outgoings and other charges of payable by the Allottee/s. The Allottee/s agree that the said rate of compensation is a genuine and reasonable pre-estimate of the cost/damages incurred by the Promoters in case of the Allottee/sfailure

21. DEFECT LIABILITY PERIOD:

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

It is clarified that the Promoters shall not be liable for any such defects if the samehave been caused by reason of the default and/or negligence of the Allottee/s (including the Allottee/s appointing vendors/contractors) and/or any other allottee/s in the Building or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the Building. The Allottee/s is/are aware that any change(s), alteration(s) including breaking of walls and/or failure to adhere to the fit out manual and house rules may adversely impact the Building and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to all allottee/s of utilding to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee's addor other allottees of the Building shall have no claim(s) of whatsoever nature against the Promoter's playing this regard. If any major alterations, additions or changes are carried out by the Allottee/s are rein the building to rectify or repair the structural defect which may arise out of such internal additions or alterations made

ABILITY OF PROMOTERS FOR DEFECTS CAUSED DUE TO REPAIR/ RENOVATION BY ALLOTTEE/S:

The Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection or due to any renovation and /or alterations etc. carried out by the Allottee/s and any other allottee/s/ occupantsof the other apartments/Units in the Building. The Allottee/s agree/s and covenant/s not to hold the Promoters 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 Building.

23. DEFAULT AND CONSEQUENCES THEREOF:

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If the Promoters fails to abide by the time schedule of Extended Possession Date for handing over the said Apartment/said Unit to the Allottee/s, other than due to the force majeure condition as stipulated in Clause 18.2, the Promoters agree to pay to the Allottee/s, (upon receipt of a written notice from the Allottee/s who do/does not intend to withdraw from the Project), interest as specified in RERA rules, on the portion of the Consideration paid by the Allottee/s, for every month of delay, till the handing over of the possession. Provided however that once the Promoters obtains the occupation certificate, the Allottee/s shall not be entitled to withdraw from the Project. Similarly, the Allottee/s agree/s to pay to the Promoters, interest as specified in the RERA Rule, on all the delayed payments which become due and payable by the Allottee/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoters. Further, the Allottee agree/s to pay tothe Promoters, Rs 1,000/- (Rupees One Thousand only) per transaction, as charges towards dishonour of

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cheque/s issued towards payment of the Consideration, along with the applicable taxes, thereon.

23.2 Without prejudice to the right of Promoters to charge interest in terms of Clause 23.1 hereinabove and any other rights and remedies available to the Promoters under this Agreement, and the occurrence of a Default (defined in Clause 23.4 hereinbelow) the Promoters shall at their own option, may terminate this Agreement without any reference or recourse to the Allottee/s.

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

Provided further that upon such termination and cancellation of this Agreement in the manner as stated in this Clause and without prejudice to the other rights, remedies and contentions of the Promoters, the Promoters shall be entitled to forfeiture of the Earnest Amount as per the terms of the Booking Application Form and/or any other amount which may be payable to Promoters as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty. Also the Allottee/s shall not be entitled to seek/refund of any amount paid towards GST/tax/stamp duty, pass through charges, etc. Upon registration of the deed of cancellation in respect of the said Apartment/said Unit and upon resale of the said Apartment/said Unit i.e. upon the Promoters subsequently selling and transferring the said Apartment/said Unit to another allottee/s and receipt of the consideration thereon, the Promoters shall after adjusting the Earnest Amount and/or any other amount which may be payable to the Promoters, refund to the Allottee, whose name appears first, the balance amount, if any, of the paid-up portion of the Consideration and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoters and exclusive of any indirect taxes, stamp duty and registration charges. Such refund, however, shall be made on the Allottee se epaying the loan and producing no lien certificate from the concerned bank / financial institution | 1886 upon the termination of this Agreement, the Allottee/s shall have no quainf of any tradure of a solever on the Promoters and/or the said Apartment/said Unit and the Promoters shall be signified to deal with and/or dispose off the said Apartment/said Unit in the manner it deems fit and proper

- Without prejudice to the right of the Promoters to charge interest at the under dauge 23.2. New inabove, and any other rights and remedies available to the Promoters, if one or the events or circumstances set out in Clause 23.4 hereinbelow ("Event of Default") shall have happened, then the Promoters shall call upon the Allottee/s by way of a written notice to rectify the same within a period of 15 (Fifteen) days from the date thereof. If the Allottee/s fails to rectify such Event of Default within the notice, then the same shall be construed as a default ("Default").
- 23.4 The following shall be construed as an 'Event of Default' on the part of the Allottee/s:
 - (j) If the Allottee/s delay(s) or commit(s) default in making payment of any Installment/s as mentioned in Clause 3.4 hereinabove and more particularly state in SIXTH SCHEDULE or any other amount payable under this Agreement, including but not limited to taxes, cess, duties etc. or otherwise, including as set out in this Agreement;
 - (ii) If the Allottee/s fails to take possession of the said Apartment/said Unit within the stipulated time, despite receipt of the Possession Notice;
 - (iii) If the Allottee/s commit(s) breach of any terms, conditions, covenants, undertakings and/or representations and/or warranties as given by him/her/it in this Agreement and/or any other writings and/or the terms and conditions of layout, /Commencement Certificate, N.O.C. and other sanctions, permissions, undertakings and affidavits etc.;
 - (iv) If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc.;
 - If the Allottee/s is/are, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence for more than 6 (six) months;
 - (vi) If a Receiver and/or a Liquidator and/or Official Assignee and/or Insolvency Resolution Professional is appointed for the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s;
 - (vii) If the Allottee/s has/have received any notice from the Government of India (either Central, State or Local) or any foreign Government for the Allottee's involvement in any money

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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

(viii) If any of the aforesaid have been suppressed by the Allottee.

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f the Allottee's has have availed any housing loan from any bank/NBFC/FI for purchase of the add Apartment/said Unit, such bank/NBFC/FI has intimated the Promoters about the default of servicing/repayment of pre-EMI towards the housing loan amount disbursed.

The Allotee/sagrees not to do or omit to do or cause to be done by any partyknown to him any act, deed or thing or behave inappropriately or correspondor communicate in a manner that would in any manner affect or prejudice or defame the Building / Project / the Larger Property or the Promoters or its representatives. In the event the Allottee/s does or omits to do any such act, deed or thing then the Promoters shall, without prejudice to any other rights or remedies available in law, have the option to the terminate this Agreement sending the Allottee/s Notice of Termination °

23.5 On the occurrence of an Event of Default/Default, the Promoters 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 23.2hereinabove. All the rights and remedies of the Promoters, including aforesaid rights and remedies of the Promoters are cumulative and without prejudice to one another.

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

TY /ASSOCIATION AND APEX:

The Allottse's along with other allottee(s) of other apartments/units in the Building shalljoin in forming the society or association or a limited company or condominium to be known by such against the Promoters may decide (Herein referred to as the "society/Association"). The Allottee/s shall fee time to time for this purpose of formation of society/Association resign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the society/Association and for becoming a member, including the bye-laws of the proposed society/Association and duly fill in, sign and return to the Promoters within 7 (seven) days of the same being forwarded by the Promoters to the Allottee/s, so as to enable the Promoters to register the common society/Association of the allottees. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other competent authority.

- 24.2 The society/Association so formed shall admit all allottees of the Building as members in accordance with its constituent document.
- 24.3 The Promoters shall submit relevant application for the purpose of formation of a society or an association or a limited company as the case may be of the Allottee/s along with the other allottee/s of the said Building to the competent authority in accordance with the applicable provisions read with the RERA and RERA Rules and regulation made thereunder.
- The Promoters shall be entitled, but not obligated to, join as a member of the society in respect of the unsold apartments/units in the Building.
- The Promoters shall, within three months from the date of issuance of the Occupancy Certificate in respect of the Building and sale of all apartments/units thereto or within one month from the registration of the society/Association, as aforesaid, whichever is later, convey/transfer/assign/sub-lease to the Association or cause to be transferred to such society /Association all the right, title and the interest of the Promoters in the habitable floors of the said structure of the Building (excluding basements, stilts and podiums) in which the said Apartment/said Unit is situated vide a registered Deed of Conveyance. However, the Promoters shall be entitled to (but not obligated to) convey/transfer/assign/sub-lease to the Association, all the right, title and the interest of the Promoters in the structure of the Buildings (excluding basements and podiums) within three months from the date of issuance of the Occupancy Certificate for all the Buildings, subject to the Promoters' right to dispose of the remaining said Apartments/Said Unit, if any.

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- If for any reason, prior to the completion of the Building and the disposal of all apartments/ Unit, car parking spaces and other premises therein and the receipt by the Promoters of the Consideration of money receivable by them, a Deed of Conveyance or any other transfer deed is executed in favour of the society/Association, then in that event the Promoters shall continue to have the right to construct and complete the Building and dispose of unsold premises / apartments/ Unit therein and/or to make additional constructions on the said Development Land and/or to sell and/or otherwise utilize or consume by carrying on construction on the same and for the said purpose utilize the unconsumed F.S.I. and/or the additional FSI which may arise or become available by way of TDRin respect of the same (as permissible under the RERA) and/or avail of any other benefits whatsoever which may arise or become available in respect of the said Development Land or portion thereof under the existing Development Control Regulations or Building Bye-Laws or Rules or Regulations or under any subsequent regulations or other relevant provisions of law and/or to receive the full conclude any subsequent due in any of the events mentioned above.
- The Promoters shall have the right to incorporate and register an apex body (hereinafter re 24.7 "Apex Body") in respect of the Property/said Development Land (or part thereof) within a period three months from the date of receipt of the occupancy certificate of the last building which is to constructed in the layout of the said Development Land and/or sale of all apartments/units which is to be constructed in the layout of the Land (whichever is later). The Promoters shall thereafter, within three months, convey/transfer/convey/assign/sub-lease to the Apex body all the right, title and the interest of the Promoters in the entire undivided or inseparable land underneath all buildings of the said Development Land jointly or otherwise, on the said Development Land (hereinafter referred to as the "Property to be Transferred to Apex"). It is clarified that all common areas which are part of the Property to be Transferred to the Apex shall (subject to what is stated in SIXTH SCHEDULE hereunder written in respect of Amenities) be shared by all the allottee/s and/or members within the said Development Land. There will be certain common areas which shall also be shared between the allottees within thesaid Development Land and the owners of any other structures/buildings. However, the Promoters shall be entitled to (but not obligated to) convey/transfer/assign/sub-lease to the Apex Body, all the right, title and the interest of the Promoters in the entire undivided or inseparable land underneath all buildings (forming part of the Apex) along with structures of basements and posterior a layout jointly or otherwise on the said Development Land, within three months from the date of issuance of the occupancy certificate of the last building which is to be constructed in the layout of the said Development Land, subject to the Promoter's right to dispose of the temporal Apartments/said Unit, if any
- At the time of registration of the Deed of Conveyance /transfer/axiliament/sub-lease for the said Building (excluding basements and podiums), the Allottee/s shall pay the Promoters, the Allottees' share of stamp duty and registration charges payable by the society describing on such transfer/assignment of leasehold rights / sub-lease in respect of the said Buildings (excluding basements and podiums) in favour of the society /Association by the Promoters. At the time of registration of the conveyance of the Property to be Transferred to the Apex infavour of the Apex Body by the Promoters, the Allottees' share of stamp duty and registration charges payable by the said Apex Body on such document to be executed in favour of the Apex Body.
- 24.9 Notwithstanding the foregoing instead of forming Societies and Apex Bodies, the Promoters may, at their sole discretion, submit the Project and/or the Development to a condominium as per the provisions of the Maharashtra Apartments Ownership Act, 1970.

25. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

26. BINDING EFFECT:

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

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

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

28. STAMP DUTY AND REGISTRATION:

ENTIRE AGREEMENT:

All costs, charges and expenses, including stamp duty and registration charges of this Agreement and/or any other writing or documents in furtherance of this Agreement shall be borne and paid by the Allottee/s alone. If any stamp duty over and above the stamp duty already paid on this Agreement, including the penalty, if any, is required to be paid or is claimed by the Superintendent of Stamps/Collector of Stamps or concerned authority, the same shall be borne and paid by the Allottee/s alone. The Promoters shall not be liable to contribute anything towards the same nor shall the Allottee/s hold the Promoters liable and/or responsible towards the said liability. The Allottee/s shall indemnify the Promoters against any claim from the stamp authorities or other concerned authorities in respect of the said stamp duty including penalty if any, to the extent of the loss or damage that may be suffered by the Promoters. The Allottee/s shall also fully reimburse the expenses that may be incurred by the Promoters in consequences of any legal proceeding that may be instituted by the authorities concerned against the Promoters or vice versa for non-payment and/or under payment of stamp duty by the Allottee/s.

payable in respect of conveyance or any document or instrument of transfer in respect of the Building and the Rreier Land to be executed in favour of the Organization/Association /Apex Body as and when which hands on the Promoters.

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Really provision or this Agreement shall be determined to be void or unenforceable under RERA or the RERA Rules

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notice guidations made thereunder orunder other applicable laws, such provisions of the Agreement shall be deemed amanded to be used to conform to RERA or the RERA Rules and regulations made thereunder or the extent necessary to conform to RERA or the RERA Rules and regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

30. FURTHER ASSURANCES:

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

31. PLACE OF EXECUTION:

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

32. NOTICES AND JOINT ALLOTEE/S:

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

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- 32.2 It shall be the duty of the Allottee's and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in theabove address by registered post failing which, all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee/s, as the case may be.
- 32.3 In case there are Joint Allottees, all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him/her/it/them which shall for all intents and purposes be considered as properly served on all the Joint Allottee/s.

NOMINEE:

The Allottee/s hereby nominate/s the person identified in the SIXTH SEHEOUDE Bereunder written ("said 33.1 Nominee") as his/her/their nominee in respect of the said Apartment/said Unit. 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 Apartment/said Unit 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 Promoters shall only recognize the Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoters in writing) and deal with him/her/them in all matters pertaining to the said Apartment/said Unit, 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.

of the Court of law has been obtained by any regun....

The heirs and legal representatives of the Allottee/s shall be bound by any or all theory, or eds, or commissions, commissions etc. of and/or by the Nominee. 33.2

34. INDEMNITY:

The Allottee/s hereby indemnify and keep indemnified the Promoters and had the Promoter harmless against all actions, suits, claims, demands, proceedings, costs, damages, expenses, losses and liability intending its professional fees in relation thereto) of whatsoever nature incurred or suffered by the completes directly or any rectly in connection with: (a) the enforcement of or the preservation of any rights of the compters under (b) any breach and/or default by the Allottee/s in the performance of any and/or all this her/is their obligations under this Agreement; (c) any injury to any property (ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/or occupation of the said Apartment/said Unit and directly or indirectly as a result of the negligence, act and/or omission of the Allottee/s or his/her/its/their agents, servants, tenants, guests, invitees and/or any person or entity under his/her/its/their control; and (d) Allottee/s's noncompliance with any of the restrictions regarding the use and/or occupation of the said Apartment/said Unit.

DISPUTE RESOLUTION AND GOVERNING LAWS: 35.

- The rights and obligations of the Parties under or arising out of this Agreement shall be construed and 35.1 enforced in accordance with the laws of India and reference to the term 'laws' shall be construed accordingly and the courts at Mumbai shall have exclusive jurisdiction in respect of the same.
- In the event of any dispute, the Parties shall attempt to settle such dispute amicably by way of mediation. 35.2 In the event that any dispute is not resolved, even after mediation then the same shall be referred to the competent authority underthe provisions of RERA and shall be resolved as provided in the RERA.

GENERAL PROVISIONS: 36.

- This Agreement and all annexures as incorporated into this Agreement by reference, constitute the 36.1 entire agreement between the Parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoters, any agent, employee or representative of the Promoters or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, social media/sms/ whatsapp messages, videos, illustrations, provided to the Allottee/s or made available for the Allottee/s's viewing. 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 Apartment/said Unit between the Parties hereto.
- This Agreement may only be amended in writing with the consent of all the Parties hereto. 36.2
- The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the 36.3 remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.

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Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other allottee/s in the Project, the same shall be in proportion to the carpet area of the said Apartment/said Unit to the total carpet area of all the apartments/units in the Project.

36.5 cp (refailure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.

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 respectof the Project shall equally be applicable to and enforceable against any subsequent allottee/s of the said Apartment/said Unit, in case of a transfer, as the said obligations go along with the said Apartment/said Unit for all intents and purposes.

- 36.7 If there is more than one Allottee named in this Agreement, all obligations hereunder of such Allottees shall be joint and several.
- The Parties hereto agree that they shall execute, acknowledge and deliver to the other, such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 36.9 This Agreement shall always be subject to the provisions of RERA and the rules and regulations made thereunder and to the other applicable laws.
- 36.10 The Allottee/s and/or Promoters shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.
- 36.11 For the purpose of this transaction, the details of the PAN of the Promoters and the Allottee/s are more particularly stated in SIXTH SCHEDULE hereunder written.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respectivehands the day and

SCHEDULES

FIRST SCHEDULE-(Description of Larger Land)

All transpect and parcel of ands admeasuring approximately 70,554.42 sq. metres bearing

C. S No. 1940 (Ram) Situate, lying and being at of Village Ghatkopar, Mumbai 400077 andbounded as follows:

On or towards the East: SRA Project being developed by Neelam Realtors

On or towards the West: Rajput House

On or towards the North: Eastern Expressway Highway and

On or towards the South: Rising City Project

SECOND SCHEDULE- (Description of Free Sale Plot)

All that piece and parcel of lands admeasuring approximately admeasures approximately 21,902.21 square meters and forming part of the Larger Land, more particularly described in the First Schedule written hereinabove.

THIRD SCHEDULE- (Description of Phase 1 Plot/Development Land)

All that piece and parcel of lands admeasuring approximately admeasures approximately10,735.48 square meters and forming part of the Second Schedule, more particularly described in the First Schedule written hereinabove.

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FOURTH SCHEDULE- (Description of the Project)

All that piece and parcel of lands admeasuring approximately admeasures approximately 648.24 square meters and forming part of the Third Schedule, more particularly described in the FIGS Schedule written hereinabove.

8300 FIFTH SCHEDULE- (Description of the said Apartment)

Apartment bearing No. 1801 admeasuring 55.340 sq. mtrs. carpet area i.e approximately 595.680 square fee alongwith ancillary areas admeasuring 3.200 sq. mtrs. approximately 34.440 Sq. ft., on 18th floor in Tower Zest B of the Project known as "Centrona Zest-B" alongwith 1 SINGLE covered car parking space/s at P1 level car park bearing No(s) 07.

SIXTH SCHEDULE

Sr. No.	Terms and Expressions	Meaning	/Description	
1	Consideration	Rs. <u>1,59,7</u> <u>Six Only</u>	70,906/- (Rupees One Crore Fifty Nine Lakh Seventy	House of the same
2	Earnest Money		Rs. 7,90,639/- (Rupees Seven_Lakh Ninety thousand Set exceeding 10% of the Consideration) as earnest mone	
3	Payment Plan	Sr No.	Particulars	Amount (Rs.)
		1	Earnest Money (5%)	7,98,545.30
Ì		2	Instalment 1	7,98,545.30
		3	Execution of Agreement	7,98,545.30
ļ		4	On Start of Excavation	7,98,545.30
	ļ	5	On Completion of Raft	7,98,545.30
		6	On Completion of Basement 2 Slab	7,98,545.30
	1	7	On Completion of Plinth	7,98,545.30
		8	On Completion of 4 th Floor Slab	7,98,545.30
		9	On Completion of 8 th Floor Slab	11,97,817.95
		10	On Completion of 12th Floor Slab	7,98,545.30
		11	On Completion of 16th Floor Slab	11,97,817.95
		12	On Completion of 22nd Floor Slab	7,98,545.30
	Į.	13	On Completion of Terrace Floor Slab	7,98,545.30
		14	On completion of the internal walls, internal plaster, floorings of the said Apartment	7,98,545.30
		15	On completion of the electrical fittings, windows, doors of the said apartment, including staircase and lobbies upto the floor level of the said Apartment.	7,98,545.30
		16	On completion of the external plumbing and external plaster, entrance lobby/s of the building or wing in which the said apartment is located and Sanitary fittings of the said Apartment.	7,98,545.30

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-	करल - २ ६४ (₆ 3 २३	শ্ব	mechanical and envelopmenter elevation, water pump terraces with waterpressions.	the lift wells, electro, vironment requirements, os, on completion of lifts, roofing, paving of areas her requirements, as may reement of Sale.	15,97,090.60
A 78		17	On Intimation of receip	t of Occupation Certificate	7,98,545.30 1,59,70,906.00
4	Bank Account				
i.			251002070522	LNT Centrona -13B-Collecti	on A/c
5	Rebate for early payments at the sole discretion of the Promoters	NIL % of eq	ual Installments payable	by the Allottee/s.	**************************************
6	Other Charges	වූ ෝමා 🏅	Tracification		Artenia,
	₹ = =	(i)	Share Application Mon	ey	Rs. 600/-
1 3 X	E SUB REGISTRA	(ii)	Advance Adhoc Mainte respective Phase I Resi Months	enance Charges towards the dential Building for 12	Rs. 43,680/-
THE SE			Advance Adhoc Mainte	enance Charges towards the rred to the Apex for 12	Rs. 43,680/-
80 80 ×	SLEURBAN OIST	(iii)	Society Formation Cha	rges	Rs. 15,000/-
7	Property tax /LUC .	Rs. [NIL] (Rupees [NIL Only])			
8	Building Protection Deposit	Rs. [NIL] (Rupees [NIL Only])			
9	Possession Date	On or befor	re <u>30th</u> day of <u>December</u>	' 2026 (the "Possession Date	")
10	Nominee	The Allotte	e/s hereby nominate/s t	he person	
Ì	,		IOMINEE: <u>NIL</u>	*	
	ĺ	PATRICIA CONTRACTOR CO	F NOMINEE: <u>NA</u> HIP OF NOMINEE WITH '	THE ALLOTTEE /S - MA	
1					
11	Notices to be served at the respective addresses:	The control of the co			
		PROMOTER-1 Name: L&T Avenue Realty LLP (formerly known as L&T Asian Realty Project LLP) Registered Address: L&T House, Narottam Morarjee Marg, Ballard Estate, Mumbai – 400001 CRM Office Correspondence Address: L&T Realty, CRM Office, Ground Floor, A.M. Naik			
	A M	1 0-0	ah w. R. K	COLORO CORONIO MARKO MARKO MARKO	short

		Tower, L&T Campus, Gate No.3, Jogeshwari – Vikhro 400072. Notified Email ID: feedback@larsentoubro.com	ol Link Road (IVLR), Powai, Mumbai		
		PROMOTER-2 Name: Aryamaan Developers Private Limited Address: Near Transit Camp, Eastern Express Highw Mumbai 400 077	9UEX KY CJ		
12	PAN Nos.	(i) Promoter's PAN - AAEFL7465 (ii) Allottee's PAN - BNXPS6948	N BE, AAIPS4708A and ABIPS9236P.		

SEVENTH SCHEDULE- Description of the Apartment Facilities

Specifications of Apartment
Vitrified tiles flooring in Living, Alcove, Passage & Bedrooms (Kajaria/Nitco/RAK or equivalent make)
Matt finished vitrified tiles flooring in Toilets (Kajaria/Nitco/ RAK or equivalent make)
Ceramic Tile dado in Kitchen (Kajaria/Nitco/ RAK or equivalent make)
Vitrified Tiles Dado in Toilets (Kajaria/Nitco/ RAK or equivalent make)
Paint finish for Ceiling
Granite platform, Stainless Steel sink (FRANKE / NIRALI / HINDWARE / NEELKANTH / JAYNA Or Equivalent)
Sanitary ware and CP fittings in Toilets of reputed brands. (Jaguar/Grohe/American Standard/Kerovit)
Glazed Aluminum windows
Fire Rated Metal Doors as Main doors
Wooden doors for Bedrooms
WPC doors for Toilets
Facilities in Apartment
Water inlet and outlet provision and one electric point for Washing machine in Kitchen
Exhaust Fan in Toilet & Alcove (KHAITAN / USHA / BAJAJ / HAVELLS Or Equivalent).
Video Door Phone (ONETOUCH/ALBA; URMET / GODREJ / HONEYWELL / Commax Or Equivalent)
Concealed flush tank (Jaguar/Grohe/American Standard/ Gabreit or Equivalent)
Intercom Facility
Provision of Split AC in Living area & Bedrooms
Geyser in Toilets (Bajaj, Racold, AO smith or equivalent)
Provision for Internet & FITH (Fibre to the Home)
Hot & Cold water in Shower in Toilets

EIGHTH SCHEDULE

i. Description of the Common Areas And Facilities And

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<u> </u>	Specifications & Facilities of Common Area
Elevators of reputed brand	Lifts. (OTIS, FUJITEC, Toshiba, Hitachi, Schindler, Thyssenkrupp)
Firefighting system with Hy	drant & Sprinklers
CCTV Camera at tower entr	ance and inside lifts
ower backup for lift and e	mergency lighting
Vitrified flooring in Typical	Lift Lobby Area(Kajaria/Nitco/Orient Bell/RAK make)
Verlicular Drop-off for ever	Tower
85 87 BJ 119 119 119 119 119 119 119 119 119 11	ley Common Areas and Amenities
3	Common Amenities for Entire project
Rainwater Harvesting Syste	m
STP treated water for lands	caping and flushing
	Indoor Amenities for Entire project
Convenience Store	
Salon	
Laundromat	
Indoor Games room	
Library and TV Lounge	
Indoor Kid's Play Area & Cre	eche
Medical Room	
Multipurpose Hall	
Gymnasium	
Yoga Room	
Covered Swimming Pool	
Kid's Pool	
	External Amenities for Entire project
Open Air Kid's Play Area	
Box Cricket	THE SUB RECIE
Multipurpose Court	S CHARLE BUNK / SO !
Multipurpose Lawn	
Open Air Gym	= {
Swing Plaza for adults	:\:
Reflexology Area	18 Townson of 8
Sit-out Area	SLOW DIST. COMP.
Jogging Track	ARW DIST
Toddler's Play Area (without any fixed equipme	/

SIGNED AND DELIVERED

by the within named PROMOTER-1

L&T Avenue Realty LLP

(formerly known as L&T Asian Realty Project LLP)

Through its Director / Authorized Signatory

J Hareesh Human

In the presence of..

1. Ashish. S. Therwood African

2 Karan. B. Kachare





SIGNED AND DELIVERED

by the within named "Promoter-2"

Aryamaan Developers Private Limited

Through its Constituted Attorney, L&T Avenue Realty LLP

(formerly known as L&T Asian Realty Project LLP),

J Hareesh Human

2. Karan . B. Kachare

In the presence of.

1. Ashish S. Thewarear Amanul









by the within named "Allottee/s"

Mr. Jigar Shah

Mr. Nilesh Shah

Mrs. Sadhana Nilesh Shah





in the presence of .

1. Ashish, STherenar





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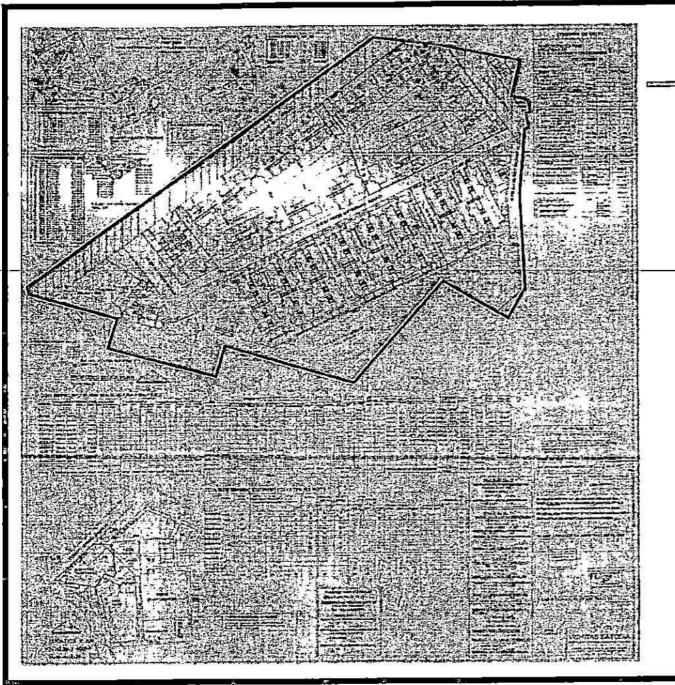


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LIST OF ANNEXURES

SR. NO.	PARTICULARS					
1	ANNEXURE "A"- COPY OF THE PLAN DELINEATING THE SAID LARGERLAND					
2	ANNEXURE "B"- CHAIN OF TITLE					
3	ANNEXURE "C"- FLOW OF TITLE					
4	ANNEXURE "D" - A COPY OF THE SANCTIONED LAYOUT FOR THE SAIDPHASE I A FREE SALE BUILDINGS					
5	ANNEXURE "E" - A COPY OF THE PROPOSED LAYOUT INDICATING FUTUREDEVELOPMENT FOR THE SAID DEVELOPMENT LAND					
6	ANNEXURE "F" - COPY OF THE REGISTRATION OF THE PROJECT WITH THEMAHARASHTRA REAL ESTATE REGULATORY AUTHORITY					
7_	ANNEXURE "G" - COPIES OF THE PROPERTY CARD					
8,	ANNEXURE "H" - COPIES OF THE PLANS AND SPECIFICATIONS OF THE SAID APARTMENT/SAID UNIT AS SANCTIONED AND APPROVED BY THE LOCAL AUTHORITY					
9	ANNEXURE "I" - THE SAID APARTMENT/SAID UNIT HATCHED IN RED COLOR AS SHOWN IN THE FLOOR PLAN ALONGWITH THE SAID ANCILLARY AREA (IF APPLICABLE) SHOWN ON THE PLAN HATCHED IN BLUE COLOUR					











DRAWING AS PER SRA APPROVAL 2022
FUTURE DEVELOPMENT SUBJECT TO SUITABLE MODIFICATION

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ANNEXURE "B" CHAIN OF TITLE

Public Works Department of Government of Maharashtra, is seized and possessed of or otherwise well and sufficiently entitled, as the absolute and exclusive owner thereof, to all that piece and parcel of lands admeasuring approximately 70,554.42 sq. metres bearing C. S Nos. 194 B (Part), situate, lying and being at of Village Ghatkopar, Mumbai 400077, and more particularly described in the FIRST SCHEDULE hereunder written (hereinafter referred to as "Larger Land"), which has been approved and sanctioned for residential use, and which is affected by the Reservations. Copy of the plan delineating the said larger land is annexed hereto and marked as Annexure "A";

- 2. The slum dwellers occupying the slums, being desirous of developing the Larger Landformed themselves into Slum Societies, and passed necessary resolutions, by majority in respect of the re-development of the Larger Land as a slum rehabilitation scheme under the said regulation 33(10) of the D.C. Regulations, and as contemplated under the Slum Act;
- 3. Pursuant to the proposals prepared and submitted for redevelopment of the Slum Societies as a slum rehabilitation scheme under the Slum Act and applicable D. C. Regulations, the SRA issued Annexure II and thereupon issued an amalgamated Letter of Intent bearing nos. SRA/ENG/1560/N/STGL/LOI and SRA/ENG/1253/N/STGL/LOI dated 12th April, 2010, (hereinafter referred to as the "2010 LOI") in the name of Promoter-2. Thereafter, SRA has granted its inprincipal approval to the slum rehabilitation scheme and issued its Revised Letter of Intent bearing no. SRA/ENG/1560/N/STGL/LOI & SRA/ENG/1253/N/STGL/LOI dated 9th January, 2017 (hereinafter referred to as the "Revised LOI") in the name of Promoter-2 for all that piece and parcel of lands admeasuring approximately 70,554.42 sq. metres bearing C. S Nos. 194 B (Part), situate, lying and being at of Village Ghatkopar, Mumbai 400077, and more particularly described in the FIRST SCHEDULE hereunder written (hereinafter referred to as "Larger Land"), which has been approved and sanctioned for residential use, and which is affected by the Reservations.



R.K. JHA & Associates rocate High court & Legal Consultants to

nesse, 6 Pitha Street, Opp. Chy Bank, P.M. Road, Fort. 2011714, Employed-Wickey McCombing N. G-2- Ground floor, Prospect Chamber An IVI Ph No. 022-72041614, Na. 97022991, 62

FORMAT - A

(CircularNo.: -28 / 2021)

LEGALTITUS REPORT

Sub: Title clearance certificate with respect Free Sale Plot of Phase IA & Phase IS (Free Sale Plot Phase 1") adm. 10735.48 Sq. Mitrs, and forming part of all that piece and parcel of lands admeasuring approximately 70,554.42 sq. meteralityate at lyin being at of Village Ghatkopar, Mumbai-400077 bearing C.J.S. No. 194 8 (part), Village Ghatkopar, Toluka Kurla, registration Sub-District of Kurla, District and registration District of Mumbal Suburbanand larger plot bounded as follows:

On or towards the East: SRA Project being developed by Neclam Realtors
On or towards the West: Rajput House
Eastern Expressway Highway
Rising City Project

(Hereinafter referred to as the "said Property").

1. We have investigated the title of the said Property on the request of L&TAsian R Project LLP.

	work of the Free Sale Building	0000
1/12/2020	The Maharashtra Real Estate Regulatory Authority constituted und RERA, has granted its written permission and consent to (a) Aryar Xrbia and L&T jointly as joint promoters undertaking the development of the Phase-I A Free Sale Buildings, and (b) Aryamaan and L&T jointly undertaking development of the Phase-I B Free Sale Buildings. The Authority Consent received through email dated 1st Occumber 2020.	nagn int o tha REFL
23/11/2019	Updated Title Certificate Issued by MJ.SPumanand& Co. Advoc Solicitors	te å
20/4/2019	Letter dated 7th December, 2011 bearing file no. SEAC-2010/CR.787 addressed by the Secretary, Environment Department & MS. SELA. Secretary granted environment clearance to re-develop the Larger as per the sium rehabilitation scheme, which permission was revail wide Letter dated 20th April, 2019	Lane
19/4/2018	SRA issued a Letter bearing Reference no. SRA/ENG/2720/N/STGL/ Shrt. Vishwas Satodia (Architect), granting its approval to the ame plans.	3 3
6/2/2018	Joint Development Agreement between Aryamaan, referred as of the one part and Xrbia, referred as party of the second part regis under serial No. KRI-5-1717/2018	37 15
24/11/2017	Order dtd-21/9/2011 issued by SRA as modified by Order 24/11/2017, SRA has sanctioned a proposal lay out /sub-divisiblerger land on the terms and conditions contained in the Undertaking. As per sanctioned Layout area (i) Rohab adm.approximately 18,412.94 Sq. Mis. (ii) Free Sale Plot approximately 21,502.21 Sq. Mis.	201 Plo
8	■ 24 14 14 14 14 14 14 14 14 14 14 14 14 14	0316

ANNEXURE-C

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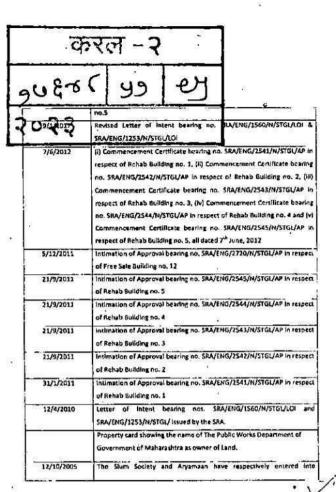
pole Cas ayase in adm. 10735.48 Sq. Mirs, and forming part and parcel of lands admeasuring approximately 70,554.42 : all that plece meterssituate at lying and being at of Village Ghatkopar, Mymbal-400077 beams C.T.S. No. 194 B (part), Village Ghatkopar, Taluka Kurla, registration Sub-District of Kurla, District and registration District of Mumbal Suburban,

- 3. We have investigated the title of the said Property based upon the following
- i) The documents of allotment of said Property plot

Date	Document
15/2/2021	Joint Development Agreement between Aryamaan Developers Private Umited referred as "Aryamaan" and Xibia Chakan Developers Private Umited, referred as "Xibia" and LET Asian Realty Project LLP referred as "UET" registered under serial No. Kftt-5-1847/2021.
15/2/2021	Power of Attorney registered with the Office of the Sub-Registrar of Assurances at Xurla, under Serial no. 1851 of 2021 executed by Aryamaan in favour of U&T,
15/2/2022	Power of Attorney registered with the Office of the Sub-Registrer of Assurances at Kurla, under Serial no. 1849 of 2021 executed by Xrbia in layour of L&T
8/1/2021	The statutory approvals for the revised plan bearing ref. no. SRA/ENG/2720/N/STGL/AP in respect of Free Sale Building No. 12 and SRA/ENG/3838/N/STGL/AP in respect of Free Sale Building No. 13, in respect of Phase I Development Including the construction of the Multi-Level Car Park Building from SRA fol commencement of the construction.



31/5/2017	Commencement Certificate bearing reference no. SRA/ENG/3838/N/STGL/AP in respect of the Free Sale Building no. 13			
28/4/2017	SRA further Issued Commencement Certificate bearing reference no. SRA/ENG/2720/N/STGL/AP in respect of Free Sale Building no. 12			
27/4/2017 Executive Engineer Water Works granted It's no objection for a water to the proposed Free Sale Building no. 12				
25/4/2017	Executive Engineer Water Works granted it's no objection for supplying water to the proposed Free Sale Building no. 13			
15/4/2017	Letter bearing Reference nos. SRA/ENG/2720/N/STGL/AP and SRA/ENG/3838/N/STGL/AP to Shri. Vishwas Satodia (Architect), granting its approval to the plans amended in respect of the Free Sale Building no. 12 and free Sale Building no. 13.			
5/4/2017	Title Certificate issued by M/s. Purnanand& Co. Advocate & Solidtors			
24/1/2017	Intimation of Approval bearing no. SRA/ENG/3838/N/STGL/ respect of Free Sale Building no. 13			
24/1/2017	Letter to Shri. Vishwas Satodia (Architect) granting its approval to the plan amended in respect of Free Sale Building no. 12.			
19/1/2017 and 2/3/2017	Commencement Certificate In respect to Rehab Building no. 1, Rehab Building no. 2, Rehab Building no. 3 and Rehab Building no. 4 were re- endorsed on 19th January, 2017 and Rehab Building no. 5 on 2nd March 2017 and were extended for full height of part portion being ground plu- 22 upper Boors including tMR and DHWT on 13th September, 2017, at in accordance with the approved amended plans dated 16th January 2017			
16/1/2017	Letters to Shri, Vishwas Satodia (Architect), granting its approval to the plans amended in respect of the Rehab Building no. 1, Rehab Building no. 2, Rehab Building no. 3, Rehab Building no. 4 and Rehab Building			





ITCL (India) Umited to Security Trustee registered under serial No. KRL-1-7095/2018 L&T Infrastructure: Finance Company Umited, as the Original Lender had agreed to grant a term loan facility to the extent of Rs. 280,00,00,000/-

and

Deed of Mortgage cum Charge dtd-2/11/2018 between Aryamaan, referred as Borrower in favour of IDBI Trusteeship Services Limited as Socurity Trustee registered under serial no. KAL-1-13140/2018 in consideration of industnd Bank Limited, as Original Lender agreed to grant a various credit facilities up to a maximum principal amount 150,00,00,000/-Aryamaan, agreed to create mortgage in respect of phase 1 8 Free Sale Buildings in favour of Security Trustee.

vii) Owners of the larger land /Lessee of the larger land

The Public Works Department of Government of Maharashtra.

Qualifying comments/remarks — The title of LST Asian Realty Project LLP in respect of the said property is subject to the observations and encumbrances set out in the enclosed Title Certificate dated 23rd November, 2015.

 The report reflecting the flow of the title of the L&T Asian Realty Project LLPIs enclosed harewith as Annexure.

Entl: Annexure

For R.K. Jha & Associates.

Date 04/03 | 2021

Advocates

and 29/11/2005	Development Document dated 12/10/2005 and 29/11/2005 undertaking the re-development of the Larger Land
13/10/2005	Power of Attorney executed by Sant Namdeo Housing Society wher authorized Aryamaan to do all acts deeds and things including deleg from the Attorney with power for development of the property.
29/11/2005	Fower of Attorney executed by JuniRamabal Co-operative Hous Society whereby authorised Aryamaan to, do all acts deeds and thi Including delegate from the Attorney with power for development of property.

II) 7/12extract orpropertycardissued and mutationentry

Property card showing the name of The Public Works Department of Government of Maharashtra as owner of Land.

iii)Search report for 30 years from 1992 till2021 taken from the Sub-Registrar'soffice at Mumbal Suburban.

b) We have also relied upon the Title Certificate dated 5/4/2017 and Updated Title Certificate dated 23/11/2019 Issued by M/s. Purnanand& Co. Advocate & Solicitors for the said Property / Larger Land.

vi Utigatio

No Litigation on the Title of the said Property

vi)On the basis of the above said and subject to what is stated herein, we state that L&Tas a developers to the Land, has clear and marketable and free from encumbrances except theindenture of Mortgage dtd-12/6/2018 between Aryamaanand Xrbia, referred as Mortgagor 1' Mr. Rahul Nahar referred as Mortgagor 2' Xrbia, Mortgagor 3' in favor of Vistra

FLOW OF THE TITLE OF THE SAID PROPERTY/LARGER LAND:

1) 7/12 extract/ P.R. Card as on date of application for registration,

Property card showing the name of Public works Department, Government of Maharashtra as owner of Land.

2) Mutation Entry No. .

N.A.

3) Search Report for 30Years from1992 to2021 Taken from Sub-registrar * Office at Mumbal Suburban.

4) Any other relevant title.

N.A.

5) Litigation if any.

No Utigation on the Title of the said Property

- The Public Works Department of Government of Maharashtra is seized and possessed of or otherwise well and sufficiently entitled as the absolute and exclusive owner thereof, to all that piece and parcel of lands adm.approximately 70,554.42 Sq. Mts. Bearing C.T.S. No. 194 (part) and as per the Mora Plan dtd-4/6/2013 issued by City Survey Office, the same has been confirmed as C.T.S. No. 194 8 (part), situate lying and being at of Village Ghatkopar, Mumbal-400077 [hereinafter referred to as larger land"].
- The Larger Land was affected by and was fully entroached upon by slum/slum dwellers and consequently it was declared and censused as "Slum area" under Slum Act and capable of being re-development under regulation 33(20) of the D.C. Regulations.
- 3. The Slum dwellers occupying the Slums being desirous of Developing the Larger Land formed themselves into Slum Societies and passed necessary resolutions, by majority in respect of the re-development of the Larger Land under Slum rehabilitation Scheme

under the said regulation 33(10) of the D.C. Regulations and as completed under the Sium

- 4. Juni Ramabal Co-operative Housing Society passed the Special General Body meeting dated 28/6/2005 and Sant Namdeo Housing Society its special General Body Meeting held on 14/12/2009, 14/5/2010 and 18/9/2011 approving and appointing Aryamaan as its developer to undertake the re-development of the Society Plot.(hereinafter collectively referred to as the Sium Societias Resolutions*)
- 5. The Slum Society and Aryamaan have respectively entered into Development Document dated 12/10/2005 and 29/11/2005 for undertaking the re-development of the Larger Land and Power of Attorney also executed by Juni Ramabal Co-operative Housing Society and Sant Namdeo Housing Society on 29/11/2005 and 13/10/2005 respectively whereby authorized Aryamaan to do all acts deeds and things including delegate from the Attorney with power for development of the property, which are all valid and subsisting and in full force and effect, create a valid, building and legal contractual obligation and liability on the parties thereto, and have not been amended modified.
- 6. The competent Authority /SRA pursuant to carrying out due certification of the requisite status of slum dwellers was pleased to Issue Annexure. If for JuniRamabai Co-operative Housing Society on 14/9/2007 and for Sant Namdeo Co-operative. Housing Society on 25/9/2006 which has been amended from time to time. As on date, there are 1,912 eligible slum dwellers occupying the Larger Land.
- Pursuant to the proposals prepared and submitted by Aryamaan, through its Architects, for redevelopment of the Sium Societies as a slum rehabilitation scheme under the Sium Act and applicable O.C. Regulations, the SRA Issued an amalgematedictier of intent bearing No. SRA/ENG/1560/N/STGL/LDI and SRA/ENG/1253/N/STGL/LDI dtd/12/4/2010.

Building No. No. 13, to Aryamaan, thereby approving the proposal of Aryamaan for carrying out the development of Free Sale Buildings on the terms and conditions as contained thereto.

- 12. In accordance with the terms of the 2010 LOI, Aryamaan executed the Undertaking did-13/9/2011 in favour of Chief Executive Officer, Sium Rehabilitation Authority registered with the office of the Sub-registrar Assurances under serial No. BDR-13-7476/2011.
- 13. By Order dtd-11/4/2012 passed by the Hon'ble High Court of Sombay in Notice of Motion No. 481 of 2011 filed in Writ Petidon No. 1152 of 2000 the Hon'ble Court granted its approval to Aryamaan to re-align, the recreational ground area (R.G. Area) adm. 10,555 Sq. Mts. out of the larger land to undertake the slum rehabilitation scheme.
- 14. Aryamaan executed in favour of SRA the Undertaking dtd-20/11/2012 registered with the office of the Sub-registrar of Assurances under serial No. KRL-1-11333/2012 under which it inter alia Indemnified SRA against any damage litigation, danger which might be caused due to occupation of transit accommodation by the sium dwellers to demolish the transit accommodation within 30 days from the receipt of the occupation certificate in respect of the Rehab Building, and that SRA shall be entitled to forfeit Rs. 1,92,000/-and Rs. 49,000/- in tase Aryamaan falls to comply with such conditions.
- 15. The SRA had issued in respect of Rehab Buildings: (i) Commencement Certificate bearing no. SRA/ENG/2541/N/STGL/AP in respect of Rehab Building no. 1, (ii) Commencement Certificate bearing no. SRA/ENG/2542/N/STGL/AP in respect of Rehab Building no. 2, (iii) Commencement Certificate bearing no. SRA/ENG/2543/N/STGL/AP in respect of Rehab Building no. 3, (iv) Commencement Certificate bearing no. SRA/ENG/2544/N/STGL/AP in respect of Rehab Building no. 4 and (v) Commencement Certificate bearing no. SRA/ENG/2545/N/STGL/AP in respect of Rehab Building no. 5, all dated 7th June. 2012 to 1

- 8. In accordance with the terms of the 2010 LOI, Aryamaan executed the Registered Undertaking /Indemnity Bond dtd-17/5/2010 registered with the Office of the Sub-registers of Assurances under serial No. 80R-3-5769/2010 in favour of the Office of the Sub-registers of Assurances under serial No. 80R-3-5769/2010 in favour of the Office of the Sub-registers of Assurances under serial No. 80R-3-5769/2010 in favour of the Office of the Succitive Officer. Summarises the pocket terrace/part terrace, still office by using it for other purposes the serial approval of the Office of the Summarises that is caused to occupiers of the larger land, and to hand over the set back area to the NGM.

 9. Aryamaan In accordance with slum rehabilitation scheme formulated thy it and the approvals obtained and to be obtained by it in respect thereof is other tracking developing upon portion of the Graph Pot (i) and Rehab Building No. 1, Rehab Building No. 2, Rehab Building No. 3, Rehab Building No. 5,
- 10. The SRA has issued the following in respect of Rehab Development (i) intimation of Approval bearing No. SRA/ENG/2541/N/STGL/AP dtd-31/1/2011 in respect of Rehab Building No. 1, (ii) intimation of Approval bearing No. SRA/ENG/2542/N/STGL/AP dtd-21/9/2011 in respect of Rehab Building No. 2, (iii) intimation Approval baring No. SRA/ENG/2543/N/STGL/AP dtd-21/9/2011 in respect of Rehab Building No. 3, (iv) intimation approval bearing No. SRA/ENG/2544/N/STGL/AP dtd-21/9/2011 in respect of Rehab Building No. 4, (v) intimation Approval bearing No. SRA/ENG/2546/N/STGL/AP dtd-21/9/2011 in respect of Rehab Building No. 5, to Aryamaan thereby approving the proposal of Aryamaan for carrying out the scheme of development on the terms and conditions as contained therein.

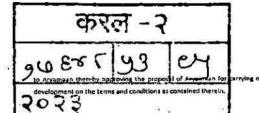
ALLE ST DAYS TO THE

 The SRA had issued in respect of the Free Sale Buildings (I). Intimation of Approval bearing No. SRA/ENG/2720/N/STGL/AP dtd-5/12/2011 in respect of Free Sale Building No. 12, and (II) Intimation Approval bearing No. SRA/ENG/N/STGL/AP dtd-24/1/2017 in respect of Free Sale



Aryamaan for commencing construction up to the plinth level on the terms and conditions as contained therein. Further, the Commencement Certificate in respect to Rehab Building no. 1, Rehab Building no. 2, Rehab Building no. 3 and Rehab Building no. 4 were re-endorsed on 19th January, 2017 and Rehab Building no. 5 on 2nd March, 2017 and were extended for full height of part portion being ground plus 22 upper floors including LMR and DHWT on 13th September, 2017, all in accordance with the approved amended plans dated 15th January, 2017.

- 16. Aryaman through its Architects prepared and submitted to SRA, a revised proposal for redeveloping the larger Land by implementing the sium rehabilitation scheme, whereupon the SRA, granted its imprincipal approval to the sium rehabilitation scheme and issued its Revised Latter of Intent bearing no. SRA/ENG/1550/N/STGL/LOI & SRA/ENG/1253/N/STGL/LOI dated 9th January, 2017 (hereinafter referred to as the "Revised LOI") permitting amalgumation of the aforesaid plots and the schemes that is, Juni Rama Society Plot and Sent Namideo Society Plot.
- 17. By and under the Letter dated 13th January, 2017 bearing reference no. SRA/ENG/SOC/N/STGL/LAY addressed by the Executive Engineer-E.S. (SRA) to Shri. Vishwas Satodia (Architect), the Executive Engineer granted its approval to the amended layout/sub-division of the skiro rehabilitation scheme in respect of the Larger Land, Further, the SRA also issued (I) S (five) Letters dated 16th January, 2017 to Shri. Vishwas Satodia (Architect), granting its approval to the plans amended in respect of the Rehab Building no. 1, Rehab Building no. 2, Rehab Building no. 3, Rehab Building no. 4 and Rehab Building no. 5 and (Ii) Letter dated 24th January, 2017 to Shri. Vishwas Satodia (Architect) granting its approval to the plan amended in respect of Free Sale Building no. 12.
- 18. The SRA also issued the intimation of Approval bearing reference no. SRA/ENG/3338/N/STGL/AP dated 24th January, 2017 in respect of Free Sale Building no. 13



- 19. The SRA also issued a Letter dated 15th April, 2017 bearing Reference non. SRA/ENG/2720/N/STGL/AP and SRA/ENG/3838/N/STGL/AP to Shri. Vishwas Satodia (Architect), granting its approval to the plans amended in respect of the Free Sale Building no. 12 and Free Sale Building no. 13.
- 20, By and under a Letter dated 25th April, 2017 bearing reference no. HE/134/EEWW(P&R)/NOC addressed by the Executive Engineer Water Works (Planning & Research), MCGM to Aryamann, the Executive Engineer Water Works granted ht's no objection for supplying water to the proposed Free Sale Building no. 13 subject to the terms and conditions as contained therein.
- 21. By and under a Letter dated 27th April, 2017 bearing reference no. ME/142/EEW/W(P&R)/NOC addressed by the Executive Engineer Water Works (Planning & Research), MCGM to Arysmaun, the Executive Engineer Water Works granted its no objection for supplying water to the proposed Free Sale Building no. 12 subject to the terms and conditions as contained therein.
- 22. The SRA further issued Commencement Certificate bearing reference no. SRA/ENG/2720/N/STGL/AP dated 28th April, 2017 in respect of Free Sale Building no. 12 and Commencement Certificate bearing reference no. SRA/ENG/3838/N/STGL/AP dated 31st May, 2017 in respect of the Free Sale Building no. 13 to Arysmaan, for commencing construction upto the plinth with 2 level basement and on the terms and conditions as contained therein.



28. Aryamaan, as per the provisions of RERA, has registered Phase I A Free Sale Buildings and Phase I B Free Sale Buildings, as separate projects as under:

Sr.	Project .	New Project Name	Registration Number
	- Phase	-IA Free Sale Building	
1.	Chembur Central IVY A - (12A)	Centrona Zen A	P\$1800006239
2.	Chembur Central (VY 8 - (128)	Centrona Zen B	251800006139
3.	Chembur Central Orchid C - (13C)	Centrona Nova A	P\$1800005456
4.	Chembur Central Orchid D - (13D)	Centrona Nova B	251800004556
0.5000	' 60 Phas	e-IB Free Sale Building	
1.0	Chembur Central Orchid A - (13A)	Centrona Zest A	P51800003446
2.	Chembur Central Orchid B - (138)	Centrona Zest B	P51800003201

- 29. Pursuant to further revision in the plan in respect of Free Sale Building no. 12, the SRA Issued a Letter dated 19th April, 2018 bearing Reference no. SRA/ENG/2720/N/STGL/AP to Shri. Vishwas Satodia (Architect), granting its approval to the amended plans.
- 30. Letter dated 7thDecember, 2011 bearing file no. SEAC-2010/CR.787/IC.2 addressed by the Secretary, Environment Department & MS. SEIAA, the Secretary granted environment clearance to re-develop the Larger Land as per the slum rehabilitation scheme, which permission was revalidated vide Letter dated 20th April, 2019.
- 31. The Maharashtra Real Estate Regulatory Authority constituted under the RERA, has granted its written permission and consent to (a) Aryamaan, Xrbia and L&T jointly as joint promoters undertaking the development of Phase-I A Free Sale Buildings, and (b) Aryamaan and L&T jointly that undertaking development of the Phase-I B Free Sale Buildings. The RERA Authority Consent received through email dated 1th December 2020.
- 32. Aryamaan has obtained the statutory approvals for the revised plan dated 18th January, 2021 bearing ref. no. SRA/ENG/2720/N/STGL/AP in respect of Free Sale Building No. 12 and SRA/ENG/3838/N/STGL/AP in respect of Free Sale Building No. 13, in respect of Phase I

- 23. By order dtd-21/9/2011 as modified by Order dtd-24/11/2017, SRA has sanctioned a proposal lay out /sub-division of larger land on the terms and conditions contained in the 2011 undertaking. As per sanctioned (ayout area (i) Rehab Plot is adm.approximately 16.412.94 Sq. Mts. (ii) Free Sale Plot is adm.approximately 21,902.21 Sq. Mts.
- 23. Joint Development Agreement did-6/2/2018 executed by and between Aryamasn, referred as Developer of the one part and Xrbia, referred as Joint Developer of the other part registered under serial No. KRL-5-1717/2018 Aryamaan and Xrbia agreed to Joint construct, and complete phase 1 A Free Sale Building 8, being Free Sale Building No. 12 and Wing C and Wing O of Free Sale Building No. 13 at or for the consideration, and on the terms and conditions contained therein.
- Subsequently the Power of Attorney dtd-6/2/2018 was executed by Aryamaan in favour of and Xrbia, registered under serial No. KRL-5-1718/2018.
- 26. Indenture of Mortgage did-12/6/2018 between Aryamaan, and Xrbls, referred as Mortgagor 1' Mr. Rahul Nahar referred as Mortgagor 2' Xrbls, Mortgagor 3' In favour of Vistre ITCL (India) Limited as Security Trustee registared under serial No. XRL-1-7095/2018 L&T Infrastructure Finance Company Limited, as the Original Lender had agreed to grant a term loan facility to the extent of Rs. 280,00,00,000/-
- 27. By under the Deed of Mortgage cum Charge dtd-2/11/2018 between Aryamaan, referred as Borrower in favour of IOBI Trusteeship Services Limited as Security Trustee registered under serial No. KRL-1-13140/2018 in consideration of Indusind Bank Limited, as Original Lender agreed to grant a various credit facilities up to a maximum principal amount 150,00,00,000/- Aryamaan, agreed to create mortgage in respect of phase 1.8 Free Sale Buildings in favour of Security Trustee.

Development including the construction of the Multi-Level Car Park Building from \$8A for commencement of the construction work of the Free-Sale Building.

- 33. Joint Development Agreement dated 15/2/2021 between Aryamaan and Xrbia, and L&T registered under serial no. KRL-5-1847/2021, L& T acquired the 52% and Aryamaan &Xrbia 48% in respect of Phase 1A Development of a portion phase-1 Plot being an area adm. 4,15,583 Sq. Mis. (proposed RERA carpot area) and by construction thereon free Sale Building No. 12, Inclusive of Wing A and 5 and known as Chembur Central IVV and Free Sale Building No. 13 Inclusive. Wing C and D known as Chembur Central Orchid C and Chembur Central Orchid D and Phase 1 B Development of a portion of Free Sale Phase-1 Plot being an adm. 2,32,290Sq. Sq. Ft. (proposed RERA carpat area) by construction thereon Free Sale Building.
- 34. Power of Attorney dated 15/2/2021, registered with the Office of the Sub-Registrar of Assurances at Xuria, under Serial no. 1851 of 2021 executed by the ARYAMAAN in favour of L&T.
- Power of Attorney dated 15/2/2021, registered with the Office of the Sub-Registrar of Assurances at Kurla, under Serial no. 1849 of 2021 executed by the XRBIA in favour of L&T.

The title of L&T Asian Realty Project LLP in respect of the said Property is clear and marketable subject to the observations and encumbrances set out in the enclosed Title Certificate dated 23rd November, 2019.

Date: 4/9/2021

RK Ina & Associates

ray Free Sale Plot of Phase IA & Phase ID |"Free Sale Plot Pl adm. 10735.48 Sq. Mirs. and forming part of all that piece and parcel of land admeasuring approximately 70,554.42 sq. meters should at lying and being at Yllage Ghatkoper, Mumbal-400077 bearing CTS, No. 194 B (part), Village Ghalkop

Taluka Kurta, registration Sub-District of Ruria, District and registration District sal Suburban and larger plot bounded as follows:

SRA Project being dieveloped by Noelam Realtons Raijout Nouse Eastern Expressway Highway Rising City Project

Kame of Party: L&T Asian Realty Project LLP.

As par your instruction 1 have taken fearch in respect of abovernantions of property Jub-registrar Bendre and Rurle from 1992 to 2023 [30 , years] I have found the fo the period of Search

1991-2003-ki (SPI)

2011-2017-Hd

2018-Entry

ent dtd-6/1/2018 executed by and bet-Developer of the one part and Krbis, referred as Joint Developer of the other part registers under settal No. KRI-5-1717/2018 Aryamsan and Xrbis agreed to Joint Construct and complete phase 1.A Free Sale. Building a, being figs Sale Building No. 12 and Wing C and Wing D of Free Sale Building No. 13 at or for the consideration, and on the terms and condition

equently the Fower of Attorney 6td-6/2/2018 was executed by Aryamaan In red under serial No. KR1-5-1718/2018.

itura of Mortgaga dtd-22/6/2018 between, Aryamsan, and Xrbia, referred as Mortgago endermas on mortgage consectes was potwern, Arramaan, and Ardia, reserved as Montpagor 2' Mr. Rabut Mahar referred as Montpagor 2' Arbia, Montpagor 3' in Proper of Mistra ITCL (India) thinted as Security Trustee registered under Lerial No. KRU-1-709S/IDIS LET Infrastructure. Shance Company Limited, as the Original Lender had agreed to grant a term loan factory to the extent of As. 280,00,00,000/-

by under the Deed of Mortgage sum Charge dtd-2/31/2018 between Aryanusm, referred as er in tryour of IDSI Trusteeship Services United as Security Trustee reg serial No. RRI-1-13140/2018 in consideration of Industrid Bank Limited, as Original Lender beyreed to grant a various credit factibles up to a meximum principal amount 150,00,00,000/-Anyaman, agreed to create mortgage. In respect of phase 1 8 Free Sale quadries in ferour of

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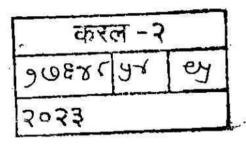
2021-Entry

Joint Development Agreement dated 15/2/2021 between Argamean lend Xrbia, and LAT replaced under serial no. EXL-5-1847/2023, LB T sequired the 52% and Argamean & Xrbia 48% in respect of Phase 1A Development of a portion phase-1 Plot being an area adm. 4.15,543 So. Mis. [proposed RERA curpet area) and by construction thereon Free Sare Building No. 12, Inclusive of Wing A and B and known as Chembur Central IVV and Free Sale Building No. 13 Inclusive of Wing A and B and known as Chembur Central IVV and Free Sale Building No. 13 Inclusive Wing C and D known as Chembur Central Ordeld C and Dembur Central Ordeld O and Phase 1 B Development of a portion of Free Sale Phase-1 Plot being an adm. 2,32,290 Sq. Sq. Ft. (proposed RERA carpet area) by construction thereon free Sale Building.

Power of Attorney dated 15/7/2022, registered with the Office of the Sub-Registrar of Assurances at Kurla, under Serial no. 1851 of 3021 executed by the ARYAMAAN in fevour of LAT.

Power of Attorney dated 33/2/2021, registered with the Office of the Sub-Registrar of Assurances at Rurfa, under Serial no. 1849 of 2021 executed by the XRBIA in fewour of ERT.

ert is subject to som and municipal records and withdrawal of regis by the office for bunding and re- writing computarized ledes are not maintened properly please note.

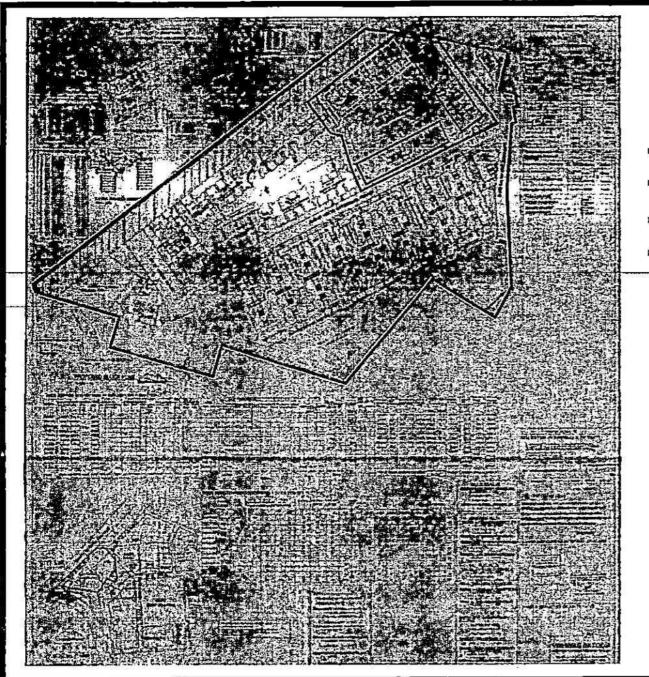




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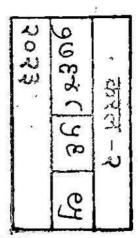
LARGER LAND

PHASE 1A+ PHASE 1B PLOT

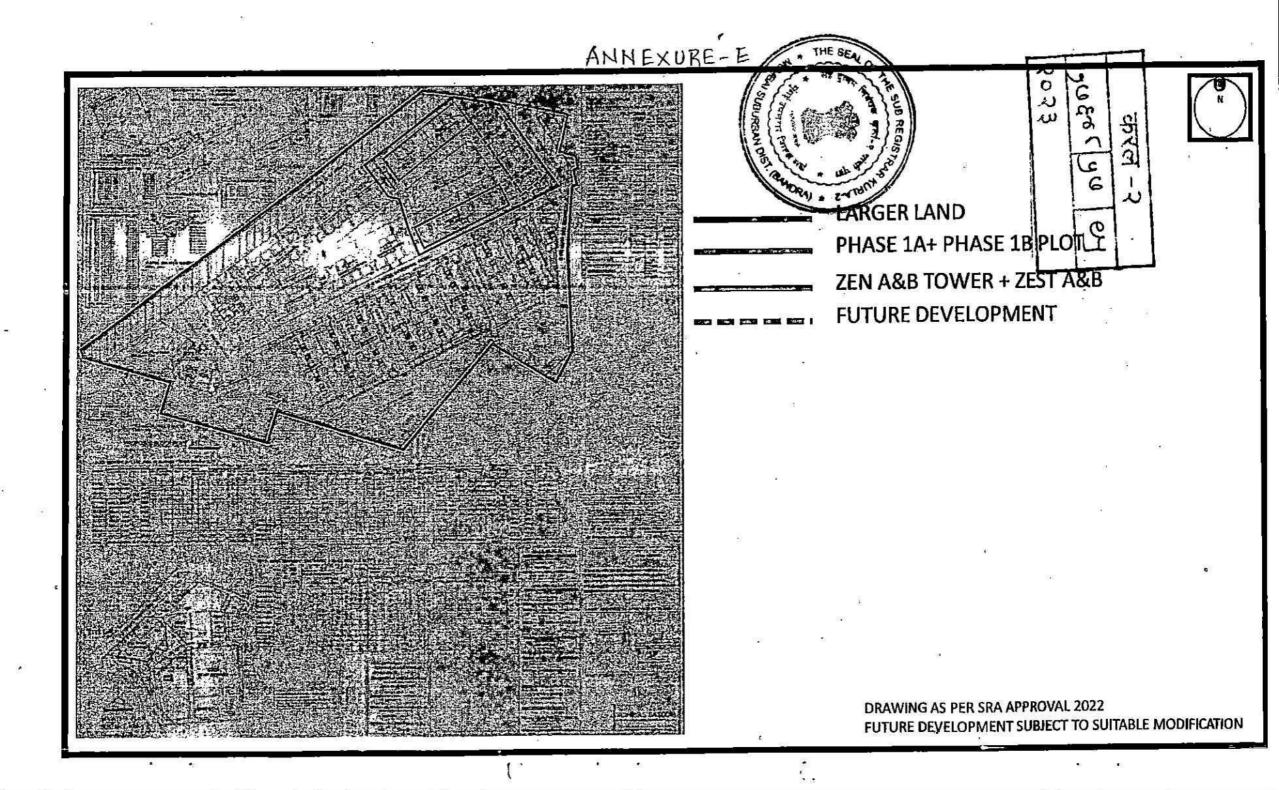
PHASE 1A

__ PHASE 1B





DRAWING AS PER SRA APPROVAL 2022
FUTURE DEVELOPMENT SUBJECT TO SUITABLE MODIFICATION





करल - २ १ ७८ हिंद | १८ | १५

Maharashtra Real Estate Regulatory Auditority

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 : P51800003201

Project: CENTRONA ZEST- B , Plot Bearing / CTS / Survey / Final Plot No.:194 Part at Kurla, Mumbai Suburban, 400077;

- L&T Asian Realty Project LIp having its registered office / principal place of business District: Mumbai City, Pin: 400001.
- 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 all title
 allottees, as the case may be, of the apartment or the common areas as per Rule (Regulation and Development) (Registration of Real Estate Projects, Registration 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 (I) 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 05/08/2017 and ending with 30/12/2026 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
- 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.

Signature valid
Digitally Signed by
Dr. Vasant Fremanand Prabhu
(Secretary, MahaRERA)
Date:09-09-2021 16:51:50

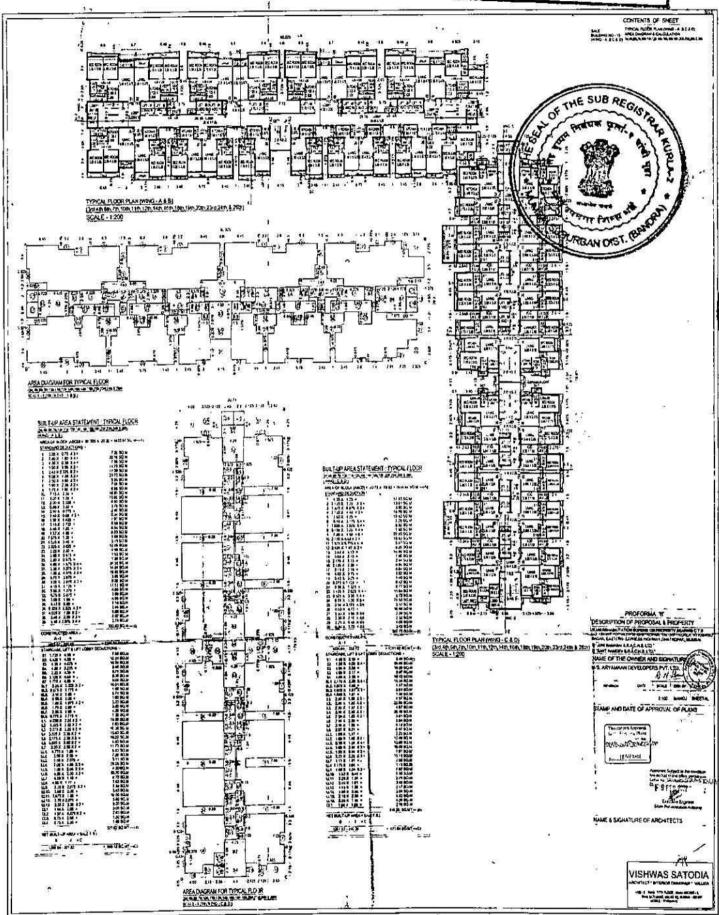
Dated: 09/09/2021 Place: Mumbai Signature and seal of the Authorized Officer Maharashtra Real Estate Regulatory Authority

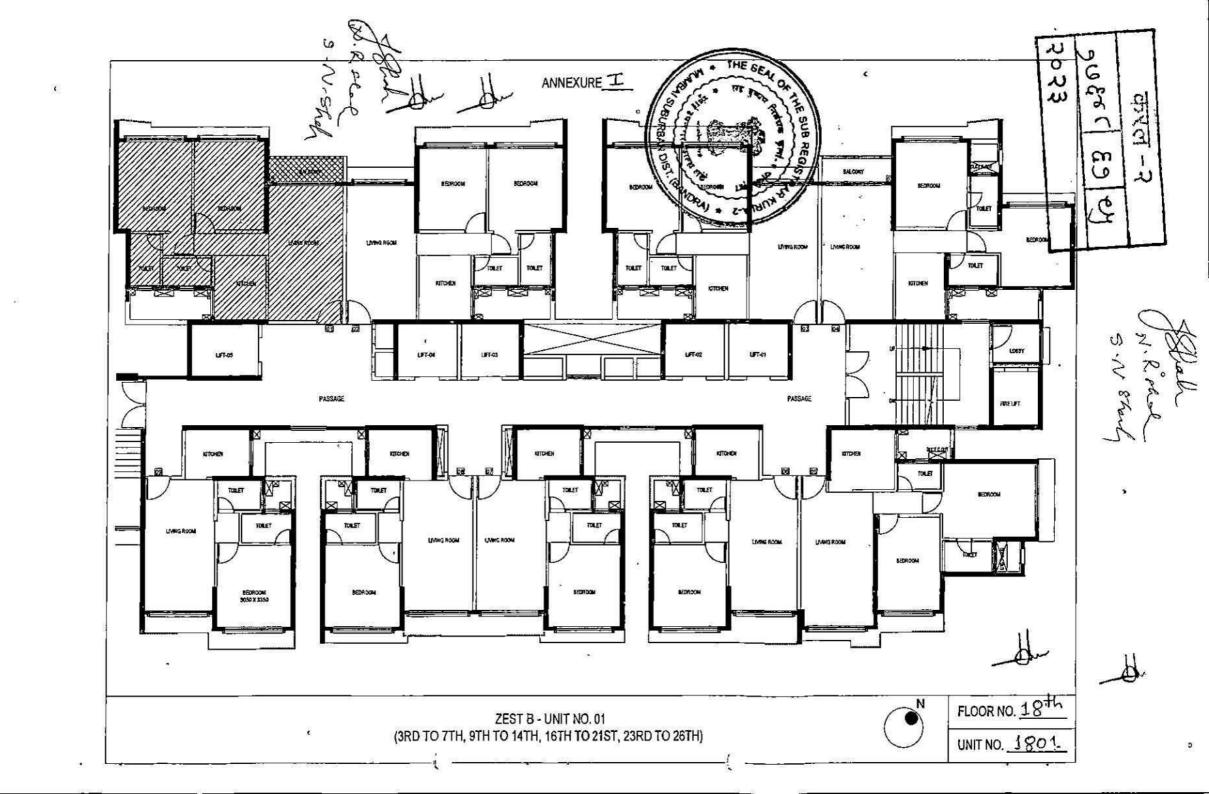
ANNEXURE- G

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Annexure - H





करल -श्र

SUB REGISTR

Bldg No.

SLUM REHABILITATION AUTHORITY

Administrative Building, Anant Kanekar Marg, Bandra (East), Mumbai 400 051 MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1968 (FORM "A")

No. SRA/ENG/3838/N/STGL/AP 3 1 MAY 2017

COMMENCEMENT CERTIFICATE

TO,				*		
. •	M/s	Aryaman	Devel	COOLE	Pvt_	Ltd.
	ANTONIO STORE	18	7 il . 7.00	Con Vite	91.43	

1. Hetal, Zaver Road, Mulund (W).

Mumbai- 400 080.

Sir.

barren

With reference to your application No. 200 dated 10 12017 for Development Permission and grant of Commencement Certificate under section 44 & 69 of the Makerashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 43 of Maharashtra Regional and Town:Planning Act, 1966 to erect a building on plot No.

C.T.S.No. 194(pt) of village Ghatkoper Tol-Kurla at kamraj Nagar, Eastern Express Highway, Ghatkoper, Mumbai- 460 077.

of vilage Ghatkoper

T.P.S. No.

ward Nº

Situated at For "Sant Namdeos SRA CHS &

Juni Ramabai SRA

The Commencement Certificate/Building Permit is granted subject to compliance of mentioned in LOI U/R No. SRA/ENG/1253/N/STGL/LOI & SRA/ENG/1560/N/STGL/LOI dt2/4/10 & 9/1/17 IDA U/R No. SRA/ENG/3838/N/STGL/AP dt24/01/2017.

and on following conditions.

- 1. The land vacated in consequence of endorsement of the setback line/road widening line shall-form part of the Public Street.
- That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.
- The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue.
 However the construction work should be commenced within three months from the date of its issue.
- 4. This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal Zone Management plan.
- If construction is not commenced 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 C.E.O. (SRA) 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 condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not compiled with.
 - (c) The C.E.O. (SRA) 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 and 45 of the Maharashtra Regional and Town Planning Act, 1966.
- 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 C.E.O. (SRA) has appointed SHRI. S.D.MAHAJAN.

Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C. is granted forwark up to Planth C.C. With: 2 Level Basement of

This C.C. is granted for work up to Sale Bldg No. 13.

te St. State 2 SW 30 Prestigen

For and on behalf of Local Authority
The Sium Rehabilitation Authority

2).05:17 Executive Engineer (SRA) III

CHIEF EXECUTIVE OFFICER (SLUM REHABILITATION AUTHORITY)

SBA/ENG/3838/N/STGL/AP ... 1 8 JAN 2021

This C.C is re-endorsed as per approved amended plans dated 18/01/2021

3088 (1 83 ey SBA/

Executive Engineer
Sium Rehabilitation Authority

SRA/ENG/3838/N/STGL/AP

. 8

6 FEB 2022

This C.C is re-endorsed as per approved amended plans dated.

110/61/2017

Slum Rehabilitation Authority

* 194(pt) of village Shark: . Tal- Kurla at kanrag . dat, steppyqoo; JUNF tohvar, the tkoper, Mungal- 400 077.

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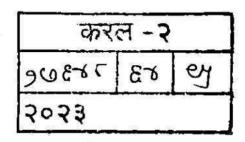


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GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

[Refer Rule 20 of the LLP Rules, 2009]

FRESH CERTIFICATE OF INCORPORATION CONSEQUENT UPON CHAN



LLP Identification Number: AAA-5055

In the matter of L&T ASIAN REALTY PROJECT LLP

I hereby certify that L&T ASIAN REALTY PROJECT LLP which was originally incorporated on Third day of June Two thousand eleven under the LLP Act, 2008 as L&T ASIAN REALTY PROJECT LLP having duly passed the necessary resolution in terms of Rule 20(1) of the LLP Rules, 2009. The name of the said Limited Liability Partnership (LLP) is this day changed to L&T Avenue Realty LLP and this certificate is issued under Rule 20(3) of the said Rules.

Given under my hand at Manesar this Twenty seventh day of April Two thousand twenty-three.

Digitally algored by DS MINISTRY OF CORPORATE AFFAIRS 10 Date:Fri Apr 28 18:11:05 IST 2023

Vikram Singh

Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

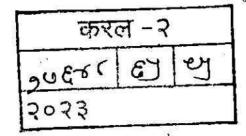


Central Registration Centre

Mailing Address as per record available in Registrar Office:

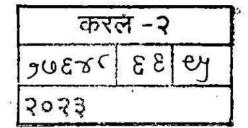
L&T Avenue Realty LLP

L&T HOUSE BALLARD ESTATE, , NA, MUMBAI, Mumbai City, Maharashtra, India-400001



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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE DESIGNATED PARTNERS OF L&T ASIAN REALTY PROJECT LLP HELD AT THE REGISTERED OFFICE OF THE LLP ON 16TH JANUARY 2023 AT 09:30 A.M.

CONSIDER CHANGE OF NAME OF LLP TO L&T AVENUE REALTY LLP:

"RESOLVED THAT pursuant to the provisions of Limited Liability Partnership Act, 2008, Limited Liability Partnership Rules, 2009 and other applicable provisions if any, including any enactments or amendments thereof and subject to the approval of the Registrar of Companies the existing name of the LLP be changed from L&T ASIAN REALTY PROJECT LLP to L&T AVENUE REALTY LLP or such other name as may be approved by the Registrar of Companies and agreed upon by the Partners of the LLP.

RESOLVED FURTHER THAT for the purpose of giving effect to this resolution, Designated Partners of the LLP be and is hereby authorized to make necessary application for obtaining approval to the change of name accordingly to the Registrar of Companies Maharashtra at Mumbai.

RESOLVED FURTHER THAT Designated Partners of the LLP be and is hereby also authorized, on behalf of the LLP, to do all such acts, deeds, matters and things as deem necessary, proper or desirable and to sign and execute all necessary documents, applications and returns for the purpose of giving effect to the aforesaid resolution along with filing of necessary E-Forms of Change of name with the Registrar of Companies

For L&T ASIAN REALTY PROJECT LLP

(U. C, RATH)

DESIGNATED PARTNER

DIN: 05181797

Date: March 14, 2023

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L&T Asian Realty Project LLP AMN Tower, Gate No. 3, Saki Vihar Road, Powal, Mumbel - 400 072, India. Tel: +91 22 6892 5000 LLPIN-AAA-5055

Registered Office; L&T House, N. M. Marg Ballard Estate Mumbal - 400 001 Tupoto

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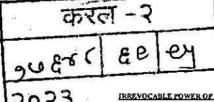
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IRREVOCABLE POWER OF AUTORNEY

ALL TO WHOM THESE PRESENTS SHALL COME, We, Aryamaan Developers Private Limited acc rated under the Companies Act, 1956, and existing the Companies Act, 2013 having its registered office at Near Transit Camp, Fastern Express Highway, Ghotkoper Fast, Kamrej Nagar, Mumbai 400 077, SEND GREETINGS. WHEREAS:

ent of Government of Maharashira, is solzed and posses The Public Works Departm of or otherwise well and sufficiently entitled, as the absolute and exclusive owner thereof, to ximately 70,554.42 sq. meters bearing C. S Nos. 194 (Part) and riog appro as per the Mora Plan dated 4th June, 2013 issued by City Survey Officer, the sa confirmed as C. S Nos. 194 B (Part), situate, lying and being at of Village Chauses 19400077, more particularly described in the First Schedule hereunder processing in the process of the control of the referred to as "Larger Land"), which has been approved and sanctic and which is affected by various reservations and was fully energ

(ii). The slum dwellers occupying the slums, being desirous of developing t d themselves into two (2) societies being Juni Ramabai Co-operative Housing Society and Sant Nameco Co-operative Housing Society ("Stom Societies"), and pass resolutions and executed requisite documents in our favour for assign development rights in respect of the Larger Land. Pursuant therete, we commconstruction after obtaining the requisite permissions/approvals from the competent

By and under the Joint Development Agreement dated 6th February, 2018, registered with the Office of Sub Registrar of Assurances under Serial no. KRL-5/1717 of 2018, read mentary Agreement dated 6th February, 2018, both executed by and between clives, as the "Developer" of the One Part and Xrbia Chakan Developers Private Limited. as the "Joint Developer" of Other Part and begeinafter referred to as "Krbia" ("Xrbia Joint Development Agreement'), Aryamaan and Xrbis agreed to jointly convinct and complete the development of the Property being building no. 12 comprising of Wing 'A' and Wing 'B' ilding no. 13 comp ising of Wing 'C' and Wing 'D' (as defined in the Xrbia Joint ent), at or for the consideration and on the terms and cond ed therein. Further, reuisite powers mer passed by us to Xrhia by and under a l'

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rally, to be our), to da ne, and/or to its/their name/s, and for and on our behalf

og acts, deeds, matters and things, and to exercise all or any of the ers, authorities and discretions in terms of the Joint Development Agreement,

To correspond and deal with and/or to appear and regresent us before all concerned emi-govern ont, local and public bodies and authorities, including the SRA, if required, in all matters and work, and to produce, apply for and obtain from them all necessary permissions, sanctions, approvals, exemptions, clear es, orders and no objection certificates for and in respect of Phase-I Development/Free Sale Development, the development of the se-I Development/Free Sale Development and acquisition, utilisation and consumption of the Aggregate Development Potential (as defined and described in the Joint Development Agreement) and to fulfill and comply with all the terms and conditions there Agreement) and to fulfill and comply with all the terms and conditions thereof and in respect of the development of Phase-I Development/Free Sale Development thereof as aforeraid, and for these purposes to sign, execute and register and family and if required) all applications, statements, forms, affidavits, doctors are uncontained indomnities and other necessary papers, documents and writings, and su may the same of the sam med authorities, and generally to do and perform all necessary acts. things as may be required by the Attorney/s to faily and effectually undertake of the Phase-I Development/Free Sale Development as aforesaid.

(2). To make, sign, execute, submit, address, and register (if requ forms, declarations, documents, undertakings, papers, writings, Indemnity bonds, letters, communications, representations, statements, terms, conditions, to or before the Central ent (in all its Ministries and Departments, including the Ministry of Environment & Forests, the Railway Ministry and Authorities, the Defense Ministry and Authorities, and the Ministry of Civil Aviation and the Civil Aviation Authorities, including the Airports Authority of India, National Airports Division, Mumbel Airport, and the Airports Authority of India, the International Civil Aviation Organization ("ICAO")), or the State Government of Maharushtra (in all its Ministries and Departments, including the Ministry of Environment & Forests), the Collector of Mumbai and other Revenue Authorities and officers, the authorities and officers under the Maharashtra Regional and Town Plenning Act. 1966, the SRA. Municipal Corporation of Greater Mumbel ("MCCM") and all the concerned offices and departments of the MCGM, MHADA, the Town Planning Authorities, the Chief Fire Officer and other concerned Fire Brigade Authorities, the Maharashtra State Electricity Board, Admi-Electricity Mumbai Limited, Tasa Power Limited. Bombay Suburban Electric Supply, the Mehanagar Telephone Nigam Limited (hereinafter referred to as "MTNL"), the Competent Authority or Authorities under the Urban Land (Coiling and Regulations) Act, 1976 (since

(3). repealed). Collectors of Land Revenue and Assessors and Collectors of Municipal and Taxes, Commissioner of Police, the Pollution Conflor's

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omey dates to ry, 2018 registered with the Office of Sub Registrar of As Serial no. KRL-50710 of 2015, in effectively discharge the terms and conditions at of Xrbia Joint Development Agreement which now stands revoked by and under a Deed of Revocation dated IS 2 2 2 2 1 registered with the Office of Sub Registrut of Assumnces under Serial no. 221 of 15 2 221

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By a Joint Development Agreement dated 22 1 2021, entered into between lives, Xrbin and L&T Asian Realty Project LLP (herein 15/2/2021. (hereinafter referred to as the "Joint Development Agreement"), we with Xrbin, jointly granted exclusive rights and entitlements to develop Phase IA Free Sale fluiddings (as defined in the Joint Development Agreement and berein as "Phase IA Free inle Halldings"), and we granted exclusive rights and entitlements to develop Phase-1 B Free Sale Buildings (as defined in the Joint Development Agreement and herein as "Phase IB Free Sele Buildings"), over a portion of the Larger Land admeasuring 10,735.48 square meters reference annexed as Annexure I hatched by Red colour wash (hereinafur to low and "I and") for consideration and on the terms and conditions as contained

Carry Control manner and in terms of the Joint Development Agreement, and on the execution d upon the said Land and commenced the development thereof.

by of terms of the Joint Development Agreement, we have agreed to execute in favour of L&T an irrevocable power of attorney containing, inter alia, powers and authorities in respect of the development of the Phase-I Development/Free Sale Development (as defined in the Joint Development Agreement) and berein as "Phase I Development/Free Sale nent", and accordingly we are executing this Power of Attorney in favour of L&T.

(vii). The Joint Development Agreement, being the principal instrument employed in respect of the aforesaid transaction, has been duly stamped with the requisite ad-valorem stump duty prescribed under Article 5(g-a)(i) of Schedule-I to the Maharashtra Stump Act. 1958, and accordingly, this Power of Attemey has been duly stamped with fixed stamp duty of Rs. 500/- (Rupees Five Hundred Only) in accordance with Article 48(g) of Schedule-I to the Maharashtra Stamp Act, 1958.

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH that We. Aryun Developers Private Limited, a company incorporated and registered under the provisions of the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at Near Transit Camp, Eastern Express Highway, Ghatkopar East, Kamraj Nagar, Mumbul 400 077, do hereby pominate, constitute and appoint the said L&T Asian Realty Project LLP, a limited liability partnership formed and registered under the Limited Liability ership Act, 2008, having its regimered office at L&T House, Ballard Estate, N.M. Joshi



cological Adaptives, the City Sur vey & Land Records Authorities, Utility service provider on at other dovelophent and rites, and/or any other gover or Local or Statutory authority or other Competent TARRY OF AUCTO or local or public body or bodies (hereinafter collectively referred to as the "Authorities") whatsoever as may be necessary to earry out and for implement any of the provisions of law.

To prepare, sign and submit to the SRA, and all concerned officers and depart of SRA, the MCOM and the Authorities, building plans, layout plans, sub-division plans, aninigamation plans, and other plans, drawings, designs and specifications for and in respect of the development the Phase-I Development/Free Sale Development as aforesaid and to have the same approved and sanctioned, and perform all acts, deeds, matters and things in on therewith, as may be deemed fit and proper by the Attorney in accordance with ameni Agreement, and in apply to the SRA, MCGM and/or other concerned the Joint Development Agreement, and in apply to the STCA, MCGM, Crivil Aviation and the property of the prope

to append any other authority in connection with any of the aforesed and in respect of the Phase-I Development; and to apply for and receive refund of the deposit so made and to sign and give all effectual and valid receipts and discharges for the same;

To have the Free Sale Plot (as defined in the Joint Development Agreement), surveyed by the City Survey & Land Records Authorities, the MCCM, and/or other concerned Authorities, and to get demarcated and certify the boundaries and areas thereof, and also of nues of the Free Sale Plot which may now or hereafter he notified for, designated as, and/or affected by any sot-back, reservation, acquisition, and/or requisition, as also ponton/s thereof which may now or hereafter be affected by statutory amenity space/s, and to finalise the areas thereof, and for these purposes, to sign and execute all necessary applications, plans, forms, letters and other documents and writings whatsoever as may be required by the City Survey & Land Records Authorities, the Collector, the MCCM and all other Authorities

To surrender, hand over and/or transfer to the MCGM, the Collector, and/or any other Authority concerned, the portion's of the Free Sale Plot (as defined and described in the Joint Development Agreement) which may now or hereafter be notified for, designated as, and/or affected by any set-back, reservation, acquisition, requisition, and/or amenity mace. ther under the sanctioned Development Plan of Greater Mumbai, or otherwise how-soever. and thereupon to carry out and effect the necessary am ndments and mutations in the reof the aforesaid authorities and the City Survey & Land Records Authorities, and to apply for and obtain from the MCGM, the Collector, and/or such other Authorities, the comp and solutium in lieu thereof, whether by way of money, comp





development rights, transferable development rights and/or an over, and to utilise, appropriate and

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tion upon and development of the Free Sale Plat (as RORA) described in the Joint Development Agreement), and deal with the same, as maes hereof to deal, correspond with and appear and reprerned, including the MCGM, the Collector and the City Survey & Land Records Authorities, and to sign, execute, register, submit and file all necessary applications, objections, claims, forms, statements, declarations, affidavits, agreen kings. indemnities, plans, plendings, proceedings and other documents ever, and to do and perform all other necessary acts, deeds, things and man

To deal, correspond with, and to appear and represent us before the Collecte Revenue Authorities, the MCGM and SRA in and before all its con officers, including the Assessor & Collector of Municipal Rates & Taxes, Uti ers and all other Authorities concerned, in respect of, and to pay and district the bills, rates, taxes, cosses, N. A. assessments and other assessment utility bills, rates, taxes, cesses, N. A. assessments and other asses all other charges, levies, dues, payments and outgoings whats or which may hereafter become due and payable, in respect of or on ac-Plot, and to apply for and obtain reduction in and/or refund of the amo nill, and to appear and represent us before the Authorities, bodi ose of determining, fixing, revising and/or reviewing the ratable, capital, a value/s of the Free Sale Plot, and the rents, rates, taxes, cesses, N. A. assess assessments, land revenue, and all other charges, levies, dues, payments and whatsoever payable now or hereafter in respect thereof. To make, sign, execute, re file all necessary letters, forms, undertakings, declarations, affidavits, inc tions, petitions, complaints, applications, and other docusents, ples citings, and to arrive at any arrang ents, compromises or settlements with the Authorities in respect thereof, and if the Attorney so deems fit and proper, then to dispute or challenge any values, rates, rents, utility services, taxes, resses, N. A. assessments ents, land revenue and all other charges, tovies, dues, payments and ever, which may be fixed, determined, charged, levied, and/or imposed, or proposed or sought to be fixed, determined, charged, levied, and/or imposed, by any of such A d utility alted in respect of the Free Sale Plot or any part's thereof, including water.

(9). To apply for and/or have suspended or disconnected any or all service a electricity, gas and telephone connections, and for such purposes, to do, execute as essary acts, deeds, things and matters, including to sign, execute and submit to MCGM, Adam Electricity Mumbai Limited, Tata Power Limited and/or any other electricity and power providers, MTNI, and/or any other concerned telep as services providers. Mahanagar Gas Limited, and all other of service and utility providers and suppliers and Authorities, all necessary application undertakings, affidavits, declarations, docu

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To do and perform all acts, deeds, matters and things ervation of the Free Sale Plot, and for securing and safeguard Rule Free Sale Plot including (but not limited to): (i) appointing and engaging security gu and/or by installing security equipment, (ii) by strengthening, conreconstructing the boundary walls and fences thereof, (iii) effecting insurance in respect of the building, in such manner as the Attorney may deem fit and proper, and, (iv) to rem e. undfat ems (if any) from any portion of the Free Sale Plot and Phase (land, and for such purposes, to deal with, correspond with and represent us before and to negotian with the occupants (if any) thereof, and/or to arrive at amicable settlements with the to initiate such action in law against them as may be necessary, and/or requi d at the

(14). To ask, demand, sue for, recover and receive of and from all persons. claims, dues and all other sums of money whatsoever and howsoever payable and in the things and properties, now awing or payable or to become owing and et of the Free Sale Plot, and/or the buildings to be or thereof, and to sign, execute and pass receipts and discharges for and i

(15). For the purposes hereof, and/or in respect of, and/or in conthings relating to the Free Sale Plot, and/or the construction and devel upon, including for the purposes of recovery or enforcement of any debt, sur right, title, benefit, interest, property, claim, and/or demand whatsoever, now or payable, or to become owing, due or payable, in any manner, by any person's, by ever, in respect of the Free Sale Plot, und/or the cons ent to be effected upon the Free Sale Plot, to accept service of any wri or other legal process or notice, and to issue acknowledgements for and to reply to mee, institute, prosecute, conduct, continue, resist, oppose and defend any and all suits, actions, complaints, petitions, and/or other legal, judicial and quasi-judicial ngs whatsoever including the Pending Proceedings and Future Proces dings (as defined in the Joint Development Agreement), and by or against any person/s w including the Authorities and for these purposes, to appear before and to represent us in all courts, tribunals, administrative and quasi-judicial bodies and authorities whose us and criminal) and all officers whomsoever, including before all authofficers of or under the Authorities, and such suits, actions, complaints, petiti dings to refer to arbitration, withdraw, settle, compromise, adjust, comp submit to judgment/execution, discontinue or become non-suited therein, and also t other proceedings, including proceedings in execution, attachment, distress, dis rwise in pursuance of any decrees, orders, awards or otherwise, for the purpo rationed or otherwise, and to appoint, engage and/or retain, on such terms and or y shall think fit, advocates, solicit



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arges, for primia, deposits, ar nts and levies whatsoever therefore, and to obtain refund

9149 Te 130 d to appear and represent us before the ROBS. refore (including, but not limited to, Adam Electricity Mumbai Limited), for any other public or private body, authority, and/or person, for removing, shifting or ing any existing electricity sub-station/s or distribution kinsk/s on the Free Sale Plot, and/or for obtaining electricity and power lines, cables and connections during the course of tion and development for and in respect of the buildings to be constr and to do and perform all necessary acts, deeds, matters and things for the same, including to truct and install or permit to be constructed and installed new electricity sub-station/s. and/or distribution kipsk/s on the Free Sale Plot, and to hand over and/or transfer (by way of se, licence or otherwise) or otherwise, to the concerned electricity/power pr (including, but not limited to, Adard Electricity Mumbai Limited), and/or su private body, authority, and/or person (as the case may be), the portion/s of the Free Sale Plot reen the same is/are constructed and installed, in such manner and on such terms,

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dy joint or common covenants affecting the Free adjoining lands or pr

nts or understandings with the owners and/or occupiers of any other sclipining or neighbouring lands and properties, including in respect of dary walls of the Free Sale Plot, if any, owned by end/or shared with such ow occupiers, including the demolition, repairs or re-construction thereof, and/or for ocquiring such or rights und/or easuments, in, through, over and/or in respect of adjoining and/or neighbouring lands and properties, and/or for any other purpose whatsoever, and to do and perform all or any of the aforesaid in such manner, for such consideration and on such other terms, conditions, covenants and provisions as the Attorney may think fit and proper but at adversely affecting the Free Sale Plot, and/or the development thereof, and/or the Aggregate Development Potential, and for these purposes, to do, execute and perform all acts, deeds, things and matters, including to enter into, sign, seal, execute and register (if required) all necessary agreements, deeds, documents, Instruments, assurances and



pleadings, applications, notices, defences, written statements, appeals, undertakings, nts, accounts, declarations, affidavits, consent terms and other documents, papers and war, as the Atturney shall think fit and proper. It is hereby clarified that all and whatsues or the Attorney are authorized and empowered to do, execute and perform by finue of the powers, authorities and discretions hereinabove contained in this clause, the Attorney shall be authorised and empowered to do, execute and perform in respect of: (i) any public interest litigations and other suits, actions and proceedings, and any opposis and/or edings and metters arising therefrom and/or consequent thereto and/or related reso, that are or may be filed/initiated by third parties against any of the Authorities, nent and State of Maharashtra and MCGM, in respect of the luding the SRA the Gover en of the Free Sale Plot, and/or the utilization of floor space index, development performance the free Sale Plot and/or the development thereof, may be hindered and/or the development thereof, may be hindered and/or the development thereof, may be hindered and/or tector and with the free Sale Plot and/or the development thereof, may be hindered and/or tector and hindered and/or the development thereof and the hindered and/or the development the hindered and the hi

sary steps for the formation and registration of the Societies and for the season and execute all necessary applications, papers, writings, instruments and ents, and make representations before all concerned Governmental Authorities as and

- (17). To deal with and pay the brokerage costs and charges in respect of the units constructed in Phase-IB Free Sale Development (as defined and described in the Joint Development
- [18]. To do all such acts, deeds, ma tters and things as may be required under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules thereunder, and to the extern applicable (hereinafter referred to "RERA"), including to prepare all information, documents, records, writings, plans, forms, letters, declarations, agreements for sale etc., to be furnished, provided and submitted to the concerned Real Estate Regulatory Authority after referred to as the "RERA Authority") and to be uploaded on the website of the RERA Authority and to sign and execute all occessary declarations, applications, paper writings, deeds, instruments and documents and to appear and make representations before RERA Authority as and when necessary and required to do so.



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(19). In accordance with the Joint Developm and described in the t Devel ters, writings, by LAT

s, agre the Aggregate Premises (as defined or as may be required, or prescribed ute such agreements (including or behalf, and to have the same ovisions of such agreements, letters, writings, e and/or to terminate and cancel the se sale proceeds in secondance with

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ration and other monies, deposits. ns, charges, taxes and begafits which may be received by or s contributions, charges, taxes and benefits which may be received by to the tender, and to give and pass receipts and discharges for the tomical in our name, and to hand over and deliver the quiet, vacant, and peaceful with the total of the Aggregate Premises (as defined and described in the Joint Developing in Agranged the Car-parking Spaces (as defined and described in the Joint Developing Agrant allottees, purchasers and acquirers thereof, as and when the same are to the allottees, purchasers and acquirers thereof, as and when the same as cy may deem fit and proper in its sole, absolute and unfe

Con our behalf e

(20). To cause the lease/sub-lease of the Rehab Plot (as defined and described in the Joint opment Agreement) and/or the Phase - I Free Sale Plot from time to time in accordance with law in favour of the co-operative housing society/ies formed/to be formed by the allottees ers/sub-lessoes of the Phase IA Premises and Phase IB Premises (as defined and described in the Joint Development Agreement) respectively and to undertake and do all acts. deeds, matters and things as may be required in this regard and to execute all deeds. ents, writings, instruments, deeds of lease, deeds of sub-lease, deeds of assignment, deeds of transfer, undertakings, indemnities, affidavits, letters, declarations, applications, ces confirm is, statements, returns, forms, replies and other doc papers and writings, as may be required to be given by and/or to the Authorities and/or any ther person/s, as deemed necessary by the Allomey at its solo discretion and to admit execution of all or any of them before all concerned Offices of the Sub-Registrar of Assumences and to make payment of all monics, sums, charges, premiums deposits and other amounts as may be required in this regard to the SRA and to all other authorities and persons: O and to apply for and receive refund thereof and to issue and pass effectual receipts and discharges for the same

(21). To comply with all the terms and conditions of the deed of lesse/deed of sub-leruted in favour of the co-operative housing society of formed of the alum

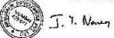
THE SUB REGISTER करल - ५ 20 36 Joint Develope te, enter into, endorse, authenticate lodge for registration with/before the nil execution of, and to complete the LEURBAN DIST nts, inder res, representations,

suments and writings whatsnever, include is and writings whatsnever which have been or may herrafter be d into and executed by us with or in favour of the Alterney, or otherwise howsoever, and also to submit the same to the MCGM, and/or any of the other Author aired or deemed fit by the Attorney,

(28). For the purposes of those presents, to engage, retain, employ, a designera, surveyors, advocates, solicitors, accountants, one consultants, professionals, expects and persons as may be required, an neration, costs, charges and expen

(29). In addition to the power hereby granted, in the event L&T exercises its Step-in right defined in the Joint Development Agreement, then is such an event only L&T can exercise following powers and authorities of said Larger Land, only to the extent it is necessary and required to so picte the development of Phase I Land in accordance with Joint Development Agreement i.e.

- a) To deal and interact with the Aggregate Stum Owellers (as defined and described in the Joint Development Agreement) and the Slum Societies and shall ensure their compliance with the terms and conditions, of the Joint Development Agreement and the agreements executed and/or to be executed between the individual slore dwelfers and us, as well as Applicable Law(as defined and described in the Joint Development Agreement), if required
- b) to obtain all necessary no objection certificates, consents, approvals, from the SRA and/or Maha RERA and/or any other concerned Authorities in respect of nt of the Larger Pint;
- c) to sign and execute all documents, deeds, applications, forms, writings, undertakings, indemnities etc. and to submit the same and in deal with and represent us before the SRA and/or Maha RERA und/or other concerned prities in respect of the development of the Larger Piet;





Controlloring and pur of Design land Development Agreement) respectively, as the case may be, SALE MINIST

(22). To put up and creek, and/or permit to be put up and erected advertisement and sign boards upon the said Land or any part's thereof.

(23). If as a result of any changes or amendments to any existing statutes, laws, codes, rules, regulations, and/or notifications, and/or any new statutes, laws, codes, rules, regulations. and/or notifications being passed or brought into force, the Free Sale Plot, and/or the buildings to be constructed thereon or any part/s thereof, and/or the Free Sale Development, is/are affected in any manner, then to comply with the provisions of such statutes, laws, codes, rules. tulations, and/or notifications (as the case may be) in all respects as regards the same, and to do, execute and perform all acts, deeds, things and matters required thereunder in respect of the same, including to sign, execute, affirm, verify, submit, file, and/or register all sts, forms, returns and other papers, writings and docum applications, stat apply for and obtain all necessary approvals, permissions, sarections, exemptions, orders, clearances and no objection certificates and other certificates in respect of the Free Sale Flot. nt thereof and/or the alienation or disposal thereof or any part/s thereof.

Auritani to surrendering, handing over and transferring any portion's of the Free Sale PISC IS MA MCGM, the Collector, and/or any of the other Authorities, and/or if and as may be red by any of the Authorities, and/or as may be required or deemed fit by the Attorney.

The any higher plassos what soever, to effect, carry out and complete any mutations, and/or his in respect of the Free Sale Plot, or any part/s thereof, in the records of any of the ed, including the MCGM, the Collector, and the City Survey & Land Records Authorities. For the purposes of this clause, to do, execute and perform all necessary acts, deeds, things and matters, including to deal and correspond with and to appear and represent us before the Authorities concerned, and to sign, execute, endorse, register (if required) and submit all letters, applications, forms, plans, declarations, affidavits, s, undertakings, Indeans ities, and other papers, documents and writings whatsoever, and to pay all necessary fees, premia, deposits, charges and other amounts thereof.

(25). To do and perform all sois, deeds, matters and things, including to execute all essay for effectuating and ts, deeds and writings, that may be required or nece implementing the purposes herein mentioned or those incidental or related thereto, and for effectuating and implementing the terms, conditions and provisions of any agreements. itings whatsoever, entered into ontracts, deeds, documents, instru ens, assumnces and w by us or on our behalf, with or in favour of any person(s), in respect of the Free Sale Development and/or any part(s) thereof.





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ore and deal with the slum rehabilitation authorities and all aboraties and bodies, in all matters concerning the alum me and the compliance with the terms, conditions and als of all 2010 LOI and Revised LOI (as defined in the Joint ent) and other approvals and permissions issued in ent Agree respect thereof with a view to ensuring that the same is undertaken and completed in accordance therewith;

e) To deal with and settle all the eligible, ineligible slum dwellers and all other pants and hutments, as per Annexure-II on the Rehab Plot (as defined in the Joint Development Agreement), if required. To verify the eligibility and eligibility of the Aggregate Slum Dwellers (as defined and described in the Joint Development Agreement) in accordance with the SRA rules, and relocate all the Aggregate Slum Dwellers (as defined in the Joint Development Agreement), occupants and humants to a transit accommodation during the development and construction of the Rehab Buildings (as defined and described in the Joint Development Agreement), if required

ent authorities, the sium rehabilitation authorities and to do, Red and perform without limitation, all acts, deeds, matters and things as may be early and required in respect thereof, in the sole and unfettered discretion of our Attorney, erish and fosts in all respects.

silius concessly clanified that the rights and entitlements granted to L&T under this able Power of Attorney shall not in any way derogate from or dilute our obligations to fulfill and comply with all its' obligations under the Joint Development Agreement.

(32). This Power of Attorney is executed in pursua ince of the Joint Development Agrees and is irrevocable during subsistence of the Joint Development Agreement.

Generally, to do and perform all acts, deeds, metiers and things necessary for and/or incidental and/or related to all or any of the purposes aforesaid, and for giving full effect to the Joint Development Agreement and the development of the Free Sale Plot, as amply, fully and effectually in all respects as we could ourselves do and perform if these presents had not





AND WE HEREBY CLARIFY, AGREE, CUNFIRM AND US

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(a). The powers, authorities and discretions hereby given a 2020 to and upon the said Attorney, shall be available for exercise and may be en successors in title and/or its assigns (from time to time), jointly or severally and a and that each of them is hereby authorised to exercise all or any of the powers, a hotitics and discretions hereby given and granted to and conferred upon them, and the refore. wherever the word "Attorney" is used in these presents, the same shall also mean a "Anomeys".

(b). The powers, authorities and discretions hereby given, conferred and grante be limited or restricted to such acts, deeds, things, matters and transactions as are herein expressly mentioned, but the same are intended to extend and shall in all cases extend to all other ests, deeds, things, matters and transactions not herein precisely or president mentioned or defined, which in the course of the development transactions and or in the course of any matter destor transactions. relating, incidental, and/or concerning thereto, and/or in the course of q of their rights, interests, and/or benefits under, incidental and/or proceeding of their rights. Interests, and/or benefits under, incidental and/or proceeding to the Auto-Development Agreement, and/or their powers, authorities and discrete their powers, authorities and discrete their powers. gramed and conferred, may by the Atterney be deemed to be requisite of done, executed or performed.

(c). All and whatsoever that shall be lawfully done, executed, and/or perfor Attorney under or by virtue of or for the purposes of these presents, shall be as good and effectual to all intents and purposes whetsoever, as if the same had been done, and/or performed by us.

(d). All the powers, authorities and discretions hereby given and granted to and ep upon the Attorney, shall be exercised by them in accordance with the provisions of the Joint Development Agreement as well as in accordance with the law in force for the time being and from time to time

(c). The exercise of the powers and authorities under this Power of Attorney shall cost of L&T. I,&T shall however be entitled for reimbursement of cost if any, agr paid by Aryamaan or Xrbia as the case may be, under the Joint Development Agr

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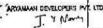


करल • ५ The Second Schedule Hereinabove Referred To 9 699 २०२१ (Description of Phase I Sale Plot)

All that piece and parcel of lands approximately admeasures 10,733.48 square on which proposed Sale Building on. 12 (comprising of Wing 'A' and Wing 'B') amed as Chambur Central IVY and Sale Building no. 13 (comprising of Wing 'A' to 'D') now named as Chembur Central Orchid forning part of the Larger Lards, more lightly described in the First Schedule written haveinabuve and shown on the plan annexed as Annexure I hardhod by Red colour wash.

Signed And Delivered for end on behalf of the withingsment Ary amaza Developers Private Limited by its authorized Director, Mr. Jalin Yogesl in pursuance of resolutions passed at the meeting of its Board of Directors held 16th Decumber, 2020, in the presence of ..





DESCRIPTION

11) sugal Kilkon Alt GICHLE

Accepted by the withins LaT Asian Realty Project I by its authorised signatory Mr. Rakesh Kaul. d by the Re Dated 20th January, 2020 Passed by fix Pariners in the presence of 11) George Killer Alls 12) Santeep Sant EILTh



FOR LAT ASIAN REALTY PROJECT UP od Signatory We hereby Declare And Confirm that these presents shall be binding upon our

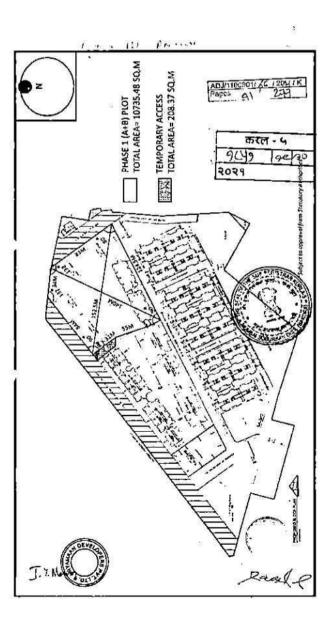
करल - ५ Aur Welfersky Agree And Underrake to ratify and confirm all and whatsoever that 9649 o or purport to do or cause to be done by virtue of these presents. 2 0 Roll the same shall be binding upon us in the same manner as if the same was done by us.

And We Hereby Agree Declare And Confirm that this Power of Attorney and all the powers, authorities and recorded in the Joint Devel interest, and shall be irrev during subsistence of the Ja US 2 IN WITNESS WHEREO respective hands and scals a २०२३ व विकास विकास स्थापन विकास स्थापन विकास

(Description of the Larger Land)

All that piece and parcel of lands admessaring approximately 70,554.42 sq. metres bearing C. S Nos. 194-B (Part), situate, lying and being at of Village Chatkoper, Mumbel 400077 and bounded as follows: On or towards the East: SRA Project being developed by Neelam Reattors On or lowerds the Wen; Rajput House On or towards the North: THE SUBTREGISTIONS OF THE SUBTREGISTION OF THE SUBTREGIST OF THE SUBT rds the South: FORBAI SUBURI J 7. News

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(4) मृ-मापन,पोटहिन्सा व साकतांच (कणन्यास)

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त्र करण वेशांना प्रयासकार । मी मात्रासकारा हुनुसनामा वि मार्ज अमिकादिये ताव व यहा

।।]-पुरुषोष्/संस र पृष्ठ

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दुष्पत जिल्हा : वद् दुन्ति,पूर्णा है स्था असेन्द्र : 1847/2021

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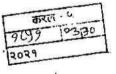
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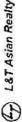
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COPY OF THE RESTULITION PASSED BY THE PARTNERS OF LAT AS LLP ATTHER MEETING HELD ON JANUARY 20, 2020

ERECTION AND REGISTRATION OF JOHN DEVELOPENT ADREMENT AND CRIER RELATED SOCUMENTS FOR DEVELOPMENT OF A REPORMINE PROJECT AT VILAGE SPAINTGRAE, MUNERAL

TRESOLVEO THAT DW LUF do estar rith a Lichi Devalopment Aproximaet with MSS. ARMAN DEVELOCIERE INHIVERED LAURED AND KROBA CHARMAN EDVELOPERS PRIVATE LINITE TO recenterpoints of the paste and percelled land soften sturing approximately 10,733 44 separes to saving CTS No. 194 (A1) of village Ginthodox, Munten — 413 GT7.

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or Long to Markey 1978 is interface a Mile Bred In Carlo Bally Migros ILC I (S.D. get Mehr) Markey (Wild) is the re-development of land bearen rig. Find need Type (Smethy 250 ct s. uns. our H. N. Mile (Skilwyer, Muntas, 2007). *RESOLVED THAY, the Agreement (TDA*) with Developers Provate Litture, No. 194 (pt), admessuring admessuring area 70,554 pt

RESOLVED FURTHER HALL, the Foard to Fred Script's Subfille RILTHER TO WHAT. When, Director of the Company to vign, seal and escente the joint Developmen Agentuation and any other referent declarations. See the above maniformed, transaction and sub-oil such acts, steeds, thugs, multipriet, as may be regersary to give effect to the seal resolution.

RESOLVED FURTHER THAT, Mr. Jeur lodgs, sebrill, register and admit the e Sulvergatur of Assurance, Mumbu and required in order to give effect to the above

RESOLVED FURTER THAT, a cerufied copy of the res concerned or intensited to the matter?

(CERTIFIED TO BE A TRUE COPY)

for Asyamaan Developers Private Lin

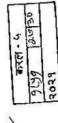


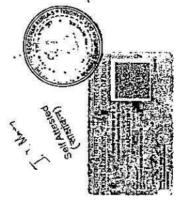




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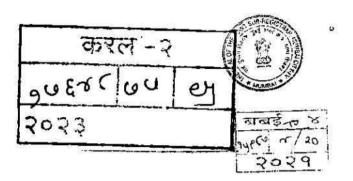
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POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that We, (1) Mr. Bharat Rastogi – Joint General Manager (Finance & Accounts), (2) Mr. Riceth Ghal – Head CRM & Facility Manager (Finance & Accounts), (3) Mr. Riceth Ghal – Head CRM & Facility Management, (4) Mr. I Haraesh Kumar Head – CRM, authorized representatives of LBT ASIAN REALTY PROJECT LLP ("the said Company") appointed vide Resolution dated 06rd May, 2021 ("said Resolution") passed by the said Company having its Registered Office at L&T House, Ballard Estate, N.M. Road, Mumbai 400 001; SENO GREETINGS:

WHEREAS the said Company is developing a Residential Project on land bearing C.

S.Nos. 194 B (Part) situate, hying and being at Village Ghatkopar, Mumbal – 400077
known as "CENTRONA ZEST-A", "CENTRONA ZEST-B", "CENTRONA ZEN-A",
"CENTRONA ZEN-B", CENTRONA NOWA-A and CENTRONA NOWA-B" ["the said
Projects"].

AND WHEREAS the said Company is destrous of selling / transferring the residential units / premises and any other premises constructed / being constructed/ to be constructed, in the said Projects, to prospective purchasers/ transferres, for which the said Company is required to authorite its officers to execute documents.



- To pay necessary less / charges for the purpose of registration of documents 1rd
- To collect and receive the original/ certified true copies / photocopies of documents. Instruments, agreements, writings, etc. executed and registered, from the office of Sub Registrar, the Registrar of Assurances or any other Officer/s.
- S. As our lawful attorney/s to do all such acts does, things and the statements necessary for effective registration of the documents.
- AND GENERALLY to do and execute all acts, deeds chatters and thirty. In and towards the said flat, regulate as fully and effectives and the country of particles and the country of t
- 7. We do hereby ratify and confirm that all acts, deeds and things done by our said attorney/s shall be deemed to have been acts, deeds and tirings done by us personally and we undertake to ratify and confirm all and we accept that our said attorney/s shall do or purport to do or cause to be done by virtue of these presents.

 14 CCU & 2 D

IN WITNESS WHEREOF, we have executed this Power of Attorney on this 13 day-

SIGNED AND DELIVERED
by the within named Donor/s
[1] Bharat Rastogl
John General Manager - F&A

(2) Hemant Mohta Senior DGM (F&A) For Larsen & Toubro Umited

For Larsen & Toubro Umited







AND WHEREAS the said Company has vide Board Resolution dated 06rd May, 2021 authorized each of us to severally sign and execute documents for sale/transfer of residential units /premises and other premises constructed / being constructed/ to be constructed, in the said Project, to intending purchasers/ third parties (copy of the said Board Resolution is annexed herewith). The said Company vide the said Board Resolution has further authorized us to nominate officers of the said Company, to appear before the Registrar of Assurances to admit execution of the documents on behalf of the said Company.

AND WHEREAS It is not possible for us to personally attend the office of Sub-Registrar of Assurances for the purpose of registration of documents:

NOW KNOW YOU ALL THESE PRESENTS WITNESSETH that Wa, do hereby nominate, constitute and appoint following persons, having being employed with Larsen & Toubro Ltd., having their office at CRM Office, Ground Floor, A. M. Naik Tower, L&T Cempus, Gate No. 1, logeshwari – Vithroll Unk Road (VVLR)., Powal, Mumbal 400 072 and its registered office at L&T House, Balland Estate, N.M. Road, Mumbal 400 001, to be our true and lawful Attorney/s for us and in our names and on our behalf, for appearing before the Registrer / Sub Registrar of Assurances to admit execution of the documents executed by us, jointly and/or severally, and to

Mr. Deepak Pradhan - Consultant (Business Development)
Mr. R.K. Vishwanathan - Consultant - (Business Development)
3. Mr. Chirag Chavda - Deputy Manager

So they are in employment / engagement with the Company and/or L&T Group

CSA CS 5 105, Mr. Aditya Kulikani - Deputy Manager
Tys. Ms. Initali Parte - Manager
Tys. Ms. Sayam Renkuntla - Manager
Tys. Ms. Sayam Renkuntla - Manager
Tys. Ms. Sandhya Natr - Senior Manager
Tys. Ms. Sandhya Natr - Assistani Manager

Ms. Varsha Lalwani – Deputy Manager
 Ms. Suchita Shetty – Senior Executive

To lodge and present the documents executed by us in the office of
Revistrar for Assurances in respect of the said Project.



(3) Altesh Ghall
Head CRM & Facility Management
for Larsen & Toubro Umited





(4) J Hargesh Kumar

Head - CRM

For Larsen & Toubro Umited





Authorized representatives of

LET ASIAN REALTY PROJECT LLP

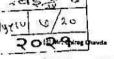
In the presence of:

1) Ramokast Thomas 957967

We Accept (Attorney Holders):



Consultant Business Development



Deputy Manager - CRM



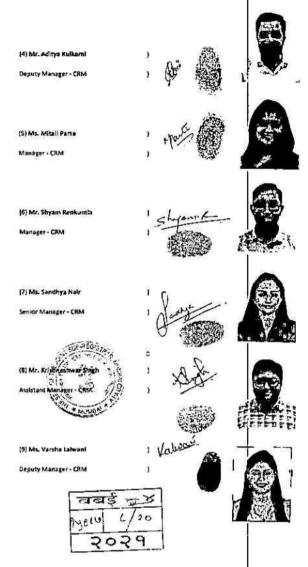


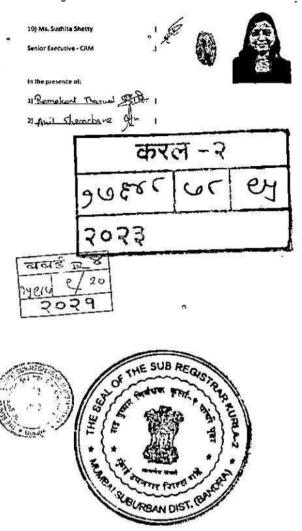










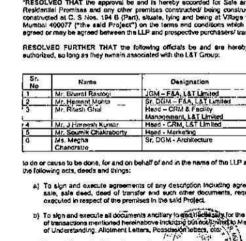




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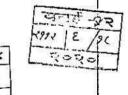
c) To apply for and obtain all consents, concessions, licensons and approvals of any end all nature from any person or sistable, yout only or Courts in connection with the transactions mentioned hardinative and to make epolyticina, positions, affidiavits and enter into such agreements and him purposed as the said person or statutory authority or Courts may recipion, and the said person or statutory authority or Courts may recipion, and the said and the said of the said and the said of the said

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COPY OF THE RESOLUTION PASSED BY THE PARTNERS OF LAT ASIAN REALTY PROJECT (LLP ("LLP") AT THEIR MEETING HELD ON MAY 5, 2021

AUTHORISATION TO OFFICIALS FOR EXECUTING THE AGREEMENTS/DOCUMENTS PERTAINING TO CENTRONA PROJECT. GHATKOPAR:



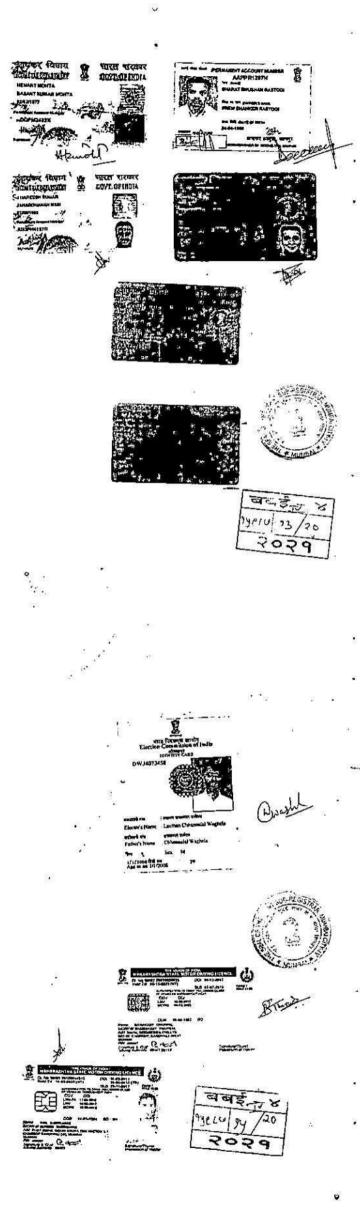
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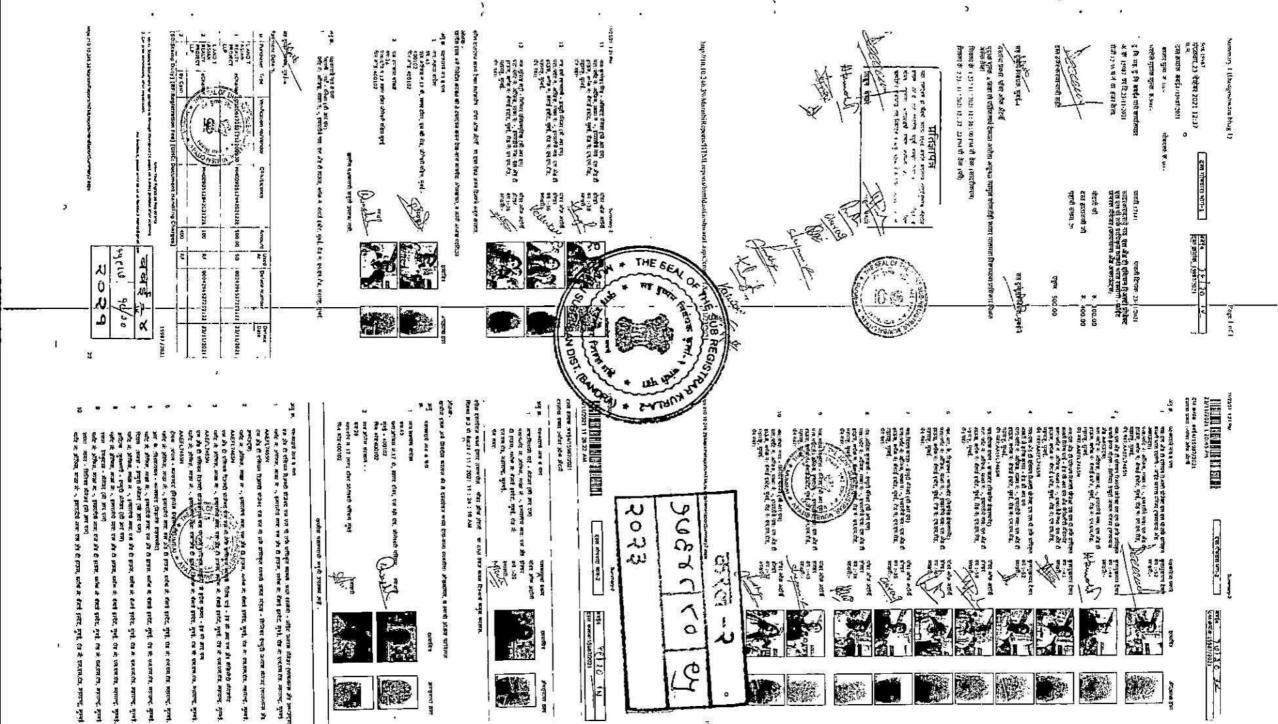
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to represent the LLP, appear and attend before any Registrar or Sub-Registrar of Assurances to present and loops Agreement for Sale, Doed Of Transfer, Sale of the purchasers' granting as and the purpose to appear before the Registrar, Sub-Registrar of Assurances to admit execution of the eforeach

- e) To nominate officers of the LLP or Holding Company / utimate Holding Company, by executing Power of Attorney, for admitting execution of the documents/agreements executed by them, before the concerned Registrar and/or Sub-Residuting of Assurances.
- To appear before various authorities whether State or Central and whether Municipal, Revenue or Judicial or such other local authorities, as the case may be, and to make such applications, undertakings, afficients, writings, as may be consisted accounted with the said humanes.
- (i) To make, sign, execute and file applications, vakalatnames, written stationents, recording of please or any other documents expedient or necessary to be made, signed and executed or to be presented or filed in relation to complaints/appenis/proceedings concerning the said Project, for and on behalf of the LLP, before the Maharashriar Roal Estate Regulatory Authority, Maharashtra Real Estate Appellate Tribunel, Conclaidon Forum, District Consumer Disputes Redressal Commission, National Consumer Disputes Rodressal Commission, National Company Law Tribunal, High, Court, Supreme Court and such other Courts/Tribunals/Authorities/Forums and to do such eds, deads and things as









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क्षणांका (सिंद - अतिसरेट सीनेज (से अन एक) स्वाद से अधिका, माना सः - इम्मानीये कार पम और दे शंका, सरीव से हैं गई है, मुंबो, देंग मा वमापमार्थन, मानापूर, मुन्यों, कर्ष : जामाप्यमं - केपूरी मेनेजा (से आप पम) प्योद से अधिका, माना सं: - इम्बानीये स्वाद पम और दे हाजन सामेज से हैं गई इस्टेट, मुंबो, तेंग मा प्रमाननिक, मानापूर, मुन्यों, मुनिज - ओद्दों - विभिन्न पश्चिमपुरीयम् (सी अप पम) प्योद से अधिका, माना सं: - इम्मानीये स्वाद पम और दे हाजन, सामेज में, बेमारे इस्टेट, मुंबो, तेंग्र में, स्वादमारिक, मानापूर, मुन्यों, प्रांत से अधिका, माना सं: - इम्मानीये स्वाद पम और दे हाजन, सामेज में, बेमारे इस्टेट, मुंबो, तेंग्र में, स्वादमारिक, मानापूर, मुन्यों

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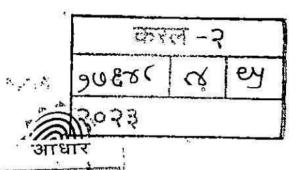
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नामांकन क्रम / Enrollment No 1088/93013/00161

To. जिसर नीलेश शाह

Jigar Nilesh Shah S/O Nilesh Rohit Shah 562, Shantivan New Link Road

Oshiwara Police Station Andheri West

Mumbai Azad Nagar Mumbai Mumbai Maharashtra 400053 9819299089

Ref: 649 / 11G / 460066 / 460074 / P



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आपका आधार क्रमांक / Your Aadhaar No. :

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आधार - आम आदमी का अधिकार



ध्यास्य भारतः सरकारमञ्जान Government of India:



जिगर नीलेश शाह Jigar Nilesh Shah जनम वर्ष / Year of Birth 1987



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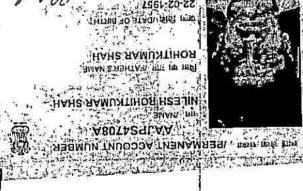
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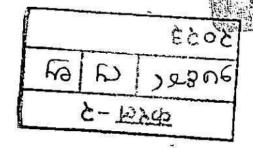


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ृक्षारेतं सरकार

Government of India

ਜੀਕੇश शाह Nilesh Shah ਯੂਜਸ ਬੁਖ / Year of Birth : 1957 ਪ੍ਰਦੇਖ / Male



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आधार । आम आदमी का अधिकार

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भारतीय दिशिष्ट पहचानः प्राधिकरण

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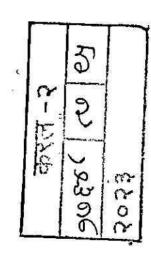
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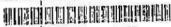
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साधना नीलेश शाह Sadhana Nilesh Shah W/O: Nilesh Shah WIC: Nilesh Shan 562, Shantivan New Link Road Oshiwara Police Station Andheri West 14 mbai Azad Nagar Mumbai Mumbai Maharashtra 400053 9029491003

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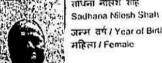
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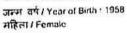
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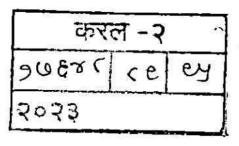




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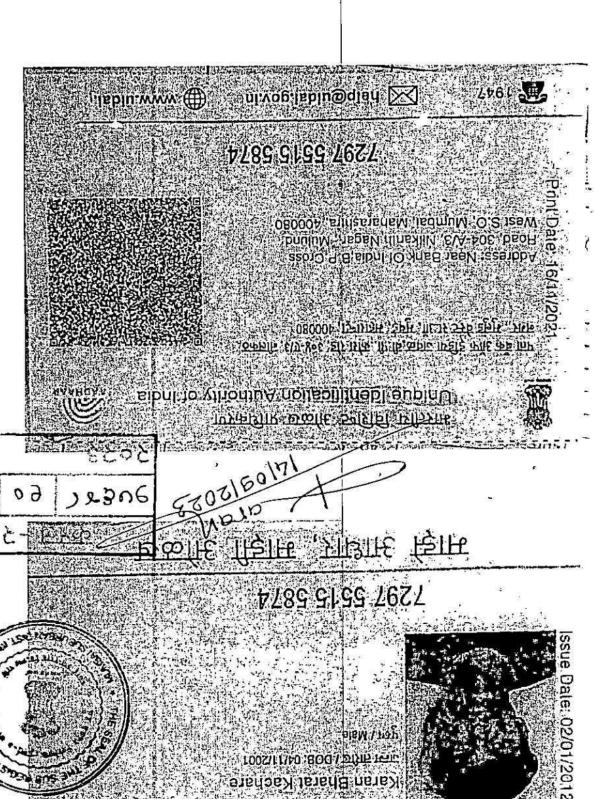
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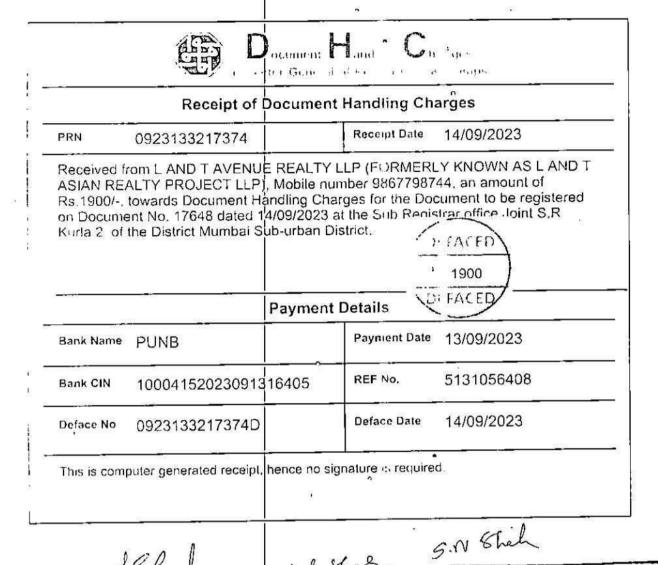
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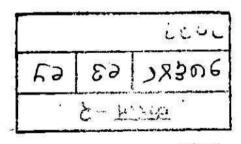


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पता:13/वी, जयस्वाल भवन, अंवाजी धाम मंदिरासमोर, एमजी रोड, मुलुंड बय:22 नाव:करण भरत कचरे 7. hom भिन कोड:400080 मिन्सिम, मुबद् पता:13/दी, जयम्बाल मवन, अंबाजी धाम मंदिराममीर, एमकी री 44:38 रहर मग्र मानीह हो। L अने अः तक्षकाराचे नाव व तना PHILIPPIN TOY कालील इसम बसे निवेदीत करतात की ने दम्मऐक्य करून देणा-याना व्यक्तिशः ओळखतात, व त्यांची ओळख -: PAIR 7x3ve 67 MA 03:90:11 6202 \ 40 \ 41; 西戶 計 8.末 1東的 दरील दस्ताएवच करन देणार तथाकशीत करार्नामा चा दस्त ऐदेन करन दिल्याचे क्रुल करवात. にという 495262918A::FF FP 28, N. 5 JABMUM ,श्रागंहम -:फिलाहर , के में माथि पिछंड़ के डिंग, डिंग कि के के कि माथि में के कि म्हिति : हार हिराम इ. - इंह फ्लाम , 262 : इंह्यानम 39-: FF नाव:साधना निलेश शाह मिह्न घेषार 7.4 A80YA29CAA:JFF FP महाराष्ट्र, मुम्बई, ,डेब्स, मधीम रिशंह कं डॉर, इरि कंत्री कून कं कॉक्ट ,डिधामसि -:[}|alb 99-: bb म्मिनिक : मार मिरामद ,- :म रकाम ,588 :में ऑक्साम्म नाव:निलेश शाह t प्राष्ट्र मेड्रीली 3846629XN名:JFF F草 JASMUM, ŞIYIŞH , मेडीप रिकंड ने डॉड, और केंद्र मेडी प्रियोध प्रियासि वय:-36 पता:प्लॉट ने: 562, माठा ने: -, द्मारतीने नाव: शादीवन भाष्ट्र मेगार जाब:जिगर शाह 3 M1E84AD-JAA:y pip デヴ कामराज नगर, मुंबई, महाराष्ट्र, MUMBAI. ,केपू अर्गिक्डाम :रंन हरि ,क्याडु मर्शमक् नेड्यडे ,खक्रम प्रकं डमशीडू ने कॉरू ने: ऑफिस , माठा ने: -, इमारतीये नान: -, ब्लॉक ने: कबुलीजवाबाकरिता कु मु म्हणून आर के विश्वनाथन में हे जाम है एरिड़ के किन्छ छक्टीाए के (मिलप्रअप डक्रिट्र डिक्डरी -Halbi नम्भाग दि और लग नार नीवियू) गिरुपरण किथरी कुर्द्ध है वेव :-65 जिहुन देगार जर अध्यायमान डेव्हलपरी प्राथक्ट मिने के मुख्य में एल जेंड N2347.7465N .IABMUM ,च्रांप्राहम ,देक्स :नं दरि ,ठर्म है दाल है :नं क्रॉब्ल ,मरुपहु ि डॉर म्य : भार मिरामर ,- : माराम , मर्भीह : मं डॉस्टामिय कुमार तर्फे क्वेनीजवाबाबादीता कु मु स्थून आर के किसनाथन (THIP) 99: ₽F एशियन रियन्टी ग्रोजेक्ट एतएलपी) ने प्राप्तिकृत व्यक्ति के हरीथ जायई म्ड्रेमी डि डर्स क्य वार्च विविष्णे (प्रिक्त्या क्षिप्रे प्रूक्ति हि डर्स क्यु:वार * FK पश्चकाराचे नाव व पना अक्ष किरियक्ष उसा समाजित हर्माधित उन्याना प्रसार :-सर्रारचाना हम्त क्रमाक :करन2/17648/2023 दस्य क्रमांक:17648/2023 2414 दस्य गोषवारा माग-2

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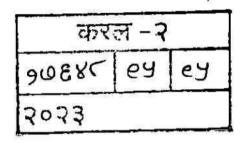
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