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Friday, September 15, 2023

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गावाचे नाव: वारकोपर

दस्तिवेषणाचा अनुक्रमांक: करल2-17725-2023

दस्तऐवजाचा प्रकार : करारनामा

झार करणान्याने नाव: प्रनीत निकेश शाह

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भुंबर्घ खननगर जिल्हा

1) देवकाना प्रकार: DHC रक्कम: रू.1900/-

हें अर्थाहेशाने अर्डेर कमांकः 0923142204251 दिनांकः 15/09/2023

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ा): नाद:-पुनीत तिलेश शाह वप:-40; पता:-प्लॉट नं: 562, माळा नं: -, इमारतीचे नाव: शांतीवन मोसायदी, ब्लॉक तं: न्यू लिंक रोड, रोड नं: जंधेरी पिक्षम, मुंबई, महाराष्ट्र, मुज्यहें. निन कोड:-400053 पेंन नं:-BKYPS1689A 2): नाव:-पर्ल्यो कुमारी वप:-40; पता:-प्लॉट नं: 562, माळा नं: -, इमारतीचे नाव: शांतीवन मोसायदी, ब्लॉक नं:

हैस्टर्न : इंग्डिंग चर्य: स्वोट केम जवार, में क्यांत्र में माळा नं में स्वाराह केम जवर केम जवर केम के के प्रकार केम ११००० के के स्वाराह केम प्रकार के में स्वाराह में के स्वाराह अस्तर के के के के स्वाराह के के के स्वाराह के मुण्ड है एतिकाबाबाकिक क्रिक में हा प्राप्त है है कि क्ष्या के साथ के हिम्म के हिम्म के स्वाप कि है है 2): नाव:-आवर्गान डेव्हलपर्स प्रायव्हेट निर्मे हेड वर्ष एव प्राय एव के हे अव्हेन्यू रियव्ही एलएलपी (पूर्वीचे नाव एव

मि .IAEMUM, प्राप्तिम नेवर्ट, एक के ही होकस, ज्लोक नंः वेलार्ट इस्टेट, रोड नंः मुंबर्ट, महाराष्ट्र, MUMBAL. मि प्राधिकृत व्यक्त हे हरीस कुमार तर्फे कबुलीयवाबावानिता कु मु म्हणून दीपक प्रधान वय:-61, परा:-प्लार नः ऑफिस.

1): नाव:-एल बेंड दी बल्ट्रेन्यू रिवस्ती एलएलची (पूर्वीच नाव एल वेंड दी एशिवन रियल्टी ग्रोजेक्ट एलएलची) कं

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(मारक क्रमिम र्त भाइर्ड्डम कि किई क्षिमकार महाराज्ञान (३) बाजारमाव(माडेपस्साच्या 12352472.965 (Z)मोबदला 07838661 प्राक्ष्य ामाझक्रिम्(१) माम्भाभ

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(९)अवसरकी किया जुडी देण्यात असेल तेव्हा.

र्विताव्यासाम्बद्धः अवेशः सम्बद्धः दसकाराने नाव किया दिवाणी न्यायालयाचा म-गण्डर नद्वितिष्य-गण्ड म्कक रुव्यंत्रः (१)

(८)टस्तर्यहेन करने मेगा-गा-गा-में मार्क प्रक्रिक्ट

ात्रम ह **हा** ह**ी हिए से एन** व दिवागी न्यावालयाचा हुकुमनामा किवा आदेश

17725/2023 कांम्डी क्वाञ्चर विष्ठांह स्मर्श(01) 15/09/2023 कांन्डी एग्फ्नडी करक एक्रिक्स (9) £202/60/91 प्रहात के हो कि हो। अवस्था मुंबई, महाराष्ट्र, प्रवास के कि कि कि कि कि कि कि कि कि

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मुद्रांक शुल्क आकारवाना निवडलेला अनुष्येद :- : (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it. :-: निष्मि । अन्तर्भ विवास विवास विवास :-: 17/9(41)

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या व्यवहाराचे विवरण पत्र है-मेल डॉरे बृहम्बुव्हें महानगरपातिकेस पाठीबणेत आलेला अहि. आवा हे रस्तऐबज रावल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यवत्ता नाही.

No need to spend your valuable time and energy to submit this documents in person. It is necessary to update Relevant records of Property Property tax after registration of document. Details of this transaction have been forwarded by Email ( dated 15/09/2023 ) toMunicipal Corporation of Greater Mumbail. Integrated Governance enabling You to Do Business Easily

सह दुय्यम निबंधक कुर्ला-२ F-फिक् कांश्वेनी माण्डु इस

# Payment Details

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



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#### Contents

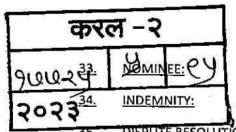
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- 2. CONSTRUCTION:
- 3. AGREEMENT AND PAYMENT:
- 4. OUTGOINGS:
- <u>5.</u> PROPERTY TAXES:
- 6. BUILDING PROTECTION DEPOSIT:
- 7. COMPLIANCE OF LAW BY PROMOTERS:
- TIME IS OF THE ESSENCE:
- 9. DISCLOSURES TO THE ALLOTTEE & RIGHTS AND ENTITLEMENTS OF 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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S.N. Shah

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DISPUTE RESOLUTION AND GOVERNING LAWS:

#### <u>36.</u> **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

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

LIST OF ANNEXURES

5.N Shah

An A Whoh ! Palleri



## AGREEMENT FOR SALE

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

BETWEEN

L&T Avenue Realty LLP (formerly known as L&T Asian Realty Project LLP), a limited light to perform the registered under the Limited Liability Partnership Act, 2008, having its registered office at L & Thouse, Pallard 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 FIRST PART;

AND

Aryamaan Developers Private Limited, 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. Punit Nilesh Shah, PAN BKYPS1689A, Mrs. Pallavi Kumari, PAN ARGPK8783R, 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 of 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

WHEREAS:-

SA SCHURBAN DIST. BY 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 sanctioned 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";

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B. The Chain of Title of the Promoter-2 to the Larger Land (as defined herein below) hasbeen annexed hereto and marked as ANNEXURE "B" (Chain Of Title);

The copy of Certificate of Title is ued by the Advocate of the Promoter-1 has been annexed hereto and marked as ANNEXURE "C";

- D. By and under the Letter dated 30<sup>th</sup> November, 2010 bearing reference no. AA/MUM/Pra.Sha./Ishvi/6008 addressed by Public Works Department, Mumbai (Sa.Ba.) Department to Aryamaan, the Public Works Department granted it's 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;
- E. The SRA had, thereafter issued (i) Intimation of Approval bearing no. SRA/ENG/2720/N/STGL/AP dated 5<sup>th</sup> December, 2011 and (ii) Intimation of Approval bearing no. SRA/ENG/3838/N/STGL/AP dated 24<sup>th</sup> 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 'O' of Free Sale Buildings 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 projection fungible FSI as per sanctioned plans (hereinafter referred to "Phase I B Free Sale Buildings"), and Wing 'A' and 'B' of Free Sale Buildings no 13 now to be known as "Centrona Zest-B" respectively having an FSI of 24,945, to square meters including fungible FSI as per sanctioned plans (hereinafter referred to "Phase I B Free Sale Buildings").
- G. The SRA further issued themmendement Certificate bearing reference no. SRA/ENG/2720/N/STGL/AP dated 28<sup>th</sup> April, 2017 and Commission Ement Certificate bearing reference no. SRA/ENG/3838/N/STGL/AP dated 31<sup>st</sup> May, 2017 in respect of the Fee Sale Buildings further the Commencement Certificate dated 28<sup>th</sup> April, 2017 was re-endorsed on 21<sup>st</sup> April, 2018 and sale Feetingry, 2022;

  H. Aryamaan has on single feeting ref. no.
- H. Aryamaan has obtained the fatutory 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 22<sup>nd</sup> January, 2021, registered with the Office of the Sub-Registrar of Assurances at Kurla, under Serial no.KRL5-1847-2021 registered on 15<sup>th</sup> 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;
- J. 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;
- L. 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

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concerned authorities, from time to time. A copy of the proposed layout (subject to suitable modificati to time), which also indicate future development for the said Development Land, is indexed bereto and marked a ANNEXURE "E". The Promoter-1 shall be entitled and be at liberty to carry out construction, remaining towers on the Development Land, in such manner as the Promoter-1 may to more 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 enter into agreement/s with the allottee(s)/s of the apartments/units, and the project Land; and to enter into agreement/s with the allottee(s)/s of the apartments/units, and to receive the enterconsideration
- O. The Promoters has entered into a standard Agreement as Architects and Consultants Architects and such Agreement is as per the Agreement prescribed by the Council of Architect reserves the right to change the Architect at the sole discretion of the Promoters;
- The Promoters has appointed a structural Engineer for the preparation of the structural engineer the building/s. The Promoters reserves the right to change the structural Engineer at the sole discret Promoters. The Promoters accepts the professional supervision of the architect and the structure completion of the building/s. The Promoters reserves the right to change the structural Engineer 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 leach 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 -8	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

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 (Diriginafter 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 favour of the Security Trustee therein, acting for and on behalf of IndusInd Bank Limited subject to repayment of the same with 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 Chakan Developers Private Limited has represented that by and under the Indenture of Mortgage dated 12th June, 2018 executed by and between Aryamaan 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/ are desirous of purchasing a residential apartment/unit and has/have approached the Promoters and requested to allot to him/her/them an apartment/unit in the Building and the Promoters hereby agree to sell to the Allottee/s the apartment/unit (hereinafter referred to as the "said Apartment/said Units") and more particularly described in the FIFTH SCHEDULE hereunder written;

The subject of the plans and specifications of the said Apartment/said Unit, agreed to be purchased by the Allottee, as subject of approved and/or being sanctioned/approved by the local authority, are annexed hereto and collectively marking as ANNEXURE "H";

The larget area of the said Apartment/said Unit (hereinafter referred to as the said Carpet Area") is more partially described in the FIFTH SCHEDULE hereunder written and "carpet area" means the carpet area, as

consideration on the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of the classification of 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 shall be entitled to deal with, develop, dispose of, alignate 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 sales Apartment/said Unit with the Allottee/s, being in fact these presents and also to register and Agreement under t Registration Act, 1908;

DD. This Agreement shall be subject to the provisions of RERA, the RERA Rules a Orders, Circulars, Notifications and Rulings made thereunder and/or by the Authority/Appellate Tribunal from time to time:

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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;

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

#### THE RECITALS FORM PART OF THE AGREEMENT:

The Parties hereby agree and confirm that all the recitals of this Agreement for this Agreement as if the same were set out and incorporated verbatim in the atige pa construed and read accordingly.

#### 2. CONSTRUCTION:

The Promoters are well and sufficiently entitled to develop the Development Land described in the TRIBO 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, Real Estate Project, and the either as a separate real estate project or as a part of 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

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Gariations/amendments to the layout/plans/building plans as may be permitted under the Applicable raws without the consent of the Allottee/s.

3. AGREEMENT AND PAYMENT:

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 Amenities 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 special control of the right to use car parking space(s) more particularly stated in FIFTH SCHEDULE successive 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 in the common area of basements/podium/stilt will be finalized by the Promoters only completion of the Real Estate Project in all respects ("the said Car Parking Space"). The Allottee/s is parking Space by the Promoters, from time to time. It is clarified that the Promoters has provided a mandaged resolved area of car parking for the visitors/guests of the allottees of the Project.

mandated residived area or can parking in the consideration of this Agreement, a sum more particularly application fee ("Earnest Amount") and hereby agree/s to pay to the Promoters the balance amount of the Consideration more particularly in SIXTH SCHEDULE payable by the Allottee/s strictly in the manner and as 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.

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

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referred to as "the Bank Account"). In case of any financing arrangement ( ) 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 9 / 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 Consideration 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 Allottee/s and to the bank/NBFC/financial institution.

The Consideration payable in instalments in accordance with Clause 3.3 above as well as SIXTH 3.7 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 revised in expinection with the development and construction of and carrying out the Project), up to the date of that ding over the possession of the said Apartment/said Unit to the Allotee/s, all of which strait be borne and paid by the Allottee/s alone. Any and all taxes, including GST, Stamp Duty, Ing anutax, legar imposs etc. arising from sale or transfer of the said Apartment/said Unit to the Allerted For the transaction dentemplated herein shall be borne and paid by the Allottee/s alone.

The Allottee/s shall deduct tax at source ("TDS") from each installment of the consideration and any Other charges as required under the Income tax Act, 1961 and any applicable law. The filottee/s shall duly cause the TDS Certificate to be issued in accordance with the Incom Tax Act 1961 within the time stipulated under the Income Tax Act, 1961. In the event of any loss of tax credit to the Promoter-1 due to the Allottee/s's failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoter-1 from the Allottee/s. The Allottee/s agrees and undertakes to pay all such taxes, as may be applicable, in present and future, in respect of the said Apartment/said Unit. The Allottee/s hereby indemnify and shall keep indemnified, the Promoter-1 of all claims, expenses, penalty and charges towards GST and / or any other charges/taxes, as may be introduced by the Government and / or the Local Bodies and the Allottee/s shall be solely liable to bear and pay the same, as and when called upon to do so, by the Promoter-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.

Notwithstanding anything contained herein, each payment made by the Allottee/s shall be allocated at 3.9 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 3.10 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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charges, cost, or evies imposed by the competent authorities etc., the Promoter-1 shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

The Allottee/s he eby confirm that, from the date of entering into this Agreement, it shall be the obligation of the Allottee/s to bear and pay any additional development charges for layout conditions and furniment 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 Aliottee/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.
- 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) upon confirmation by the Promoter-1. If there is any reduction in the carpet area beyond the abovementioned variation cap, then the Promoter-1 shall refund the excess money paid by the Allottee/s within forty-five (45) days with annual interest at the rate specified under the RERA/RERA sum the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter-1 shall demand additional amount from the Allottee's as per the next milestone of the Payment Plan. All these monetary adjustments shall be made to the said suse, the term "carpet area" shall have the same meaning as described in the Act. However, twithstanding the foregoing, it is expressly clarified that no adjustment will be made to the said anside attached if the difference between the actualcarpet area of the Said Apartment/said Unit and the monetary adjustment will be made to the said meaning as described in the Act. However, and the said apartment area mentioned under this Agreement is less than or equal to 3% (three percent).

Ibs 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 terminatethis Agreement.

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

#### OUTGOINGS:

From the Handover date as referred in Clause 19.1 here (a) 4.1 bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment/said 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 until a conveyance of the structure of the said Residential Building(excluding basements and podiums) is executed in favour of the Association as aforesaid. On such conveyance being executed folding structure of the Building (excluding basements and podiums), the deposits (aft. deduction provided or in this Agreement), if any, shall be paid over by the Promoters to the Association.

Agreement), if any, shall be paid over by the Promoters to the Association.

(b) Likewise, until the Apex Body is formed and the Property to the Transferred to the Allottee/s shall pay to the Promoters Outgoings pertaining to the Property to the Transferred to the Apex. It is agreed that the betterment charges referred 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, electric cables, electric sub-station (if any), making and maintaining of the water 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.

(c) The Promoters shall retain an amount equivalent to 3 (three) months of maintenance charges as '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 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.

4.2 The Allottee/s shall on or before delivery of possession of the said Apartment/said Unit keep deposited 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.

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;

4.4 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.

### 5. PROPERTY TAXES:

Until 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 the 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 30<sup>th</sup> April of each financial year, based on the estimate provided by the Promoter-1/facility management agency, which shall be provided on or before 15<sup>th</sup> April of the relevant financial year. If the Allottee/s or the society/Association fail to make the property tax on or before 30<sup>th</sup> 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:

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

disk by the Allottee/s, if any, and subject to the possession policy and permissible changes policy of the

The Allottee's hereto agrees and acknowledges that, in order to claim the return of the said Building 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 / nominees 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.

COMPLIANCE OF LAW BY PROMOTERS:

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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 of the said Apartment/said Unit/Project.

### 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 Allottee/s and the structure of the said Residential Building (excluding basements and podium) to the association of the allottees within three ments 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 THEPROMOTERS

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 titleto the Development Land and 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:

- 9.2.1 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.
- 9.2.2 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 byour inerest, he layout of the Project, IOD, CC, building plans, floor plans, designs and specifications common area facilities and amenities (including as mentioned in the EIGHTH SCHEDULI have under written).
- 9.2.3 The Allottee/s has/have satisfied himself/herself/itself/themeewes with respect to the internal fixtures and fittings to be provided in the said Apartment/said that as fixed in the SEVENTH SCHEDULE hereunder written.
- 9.2.4 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the designs and materials for construction of the said Residential Building.
- 9.2.5 At present, the Promoter-2 estimates that the full and maximal development potential of the Larger 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
- 9.2.6 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.
- 9.2.7 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 Land.
- 9.2.8 The Promoters has informed the Allottee that SRA has sanctioned the said Project/Building/said

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Property with deficient open space.

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Allottee will not be entitled to make any claim against the Promoters and/or SRA for 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 misuse 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;

### FIXTURES, FITTINGS, AMENITIES AND COMMON AREAS:

10.1 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided in the said 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.

10.2 The facilities, amenities and services ("Amenities") and common areas specified in the EIGHTH 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 demand letter, take steps to provide access to public utilities such as water. However, the Promoters shall not be responsible for water supply and/or delays on the part of utility provider/s. The Promoters sowever, make alternate arrangements to provide uninterrupted potable water, for initial 3 Handover Date or till such time the relevant authority/utility provider does not supply which er is earlier. Location of Amenities, if indicated on the Project Layout, is tentative and

E INDEX PROMOTERS:

Hers propose to utilize 12513.42 sq. meters of FSI for the Project by availing TDR and/or FSI 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

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name called, arising out of and/or available in respect of the Development Land including fungible FSI, paid FSI, that f, or may be, available, or additional FSI, special FSI, compensatoryFSI, incentive FSI acquired, under any Applicable Law, or otherwise howsoever r, and/or arising pursuant to and/or by way of hand over and/or transfer, to any Governmental Authority or tope total, of say reservations or any the discretion part/s of the Development Land. The use of Floor Space Index shall 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 F31 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.

- 11.2 It is agreed that if the FSI as disclosed is not consumed in full in the construction of the Building/ Project and if before the transfer of the said 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.
- 11.3 The Promoters shall be entitled to consume additional FSI available under the Development Control Regulations or by any special concession granted and any reservations on the Development and as may be permissible under the applicable lays. Regulations or by any special concession granted by the Municipal occurrance any other authority in respect of the FSI available inlieu of any reservations on the Development and. The respect

#### RIGHTS AND ENTITLEMENTS OF THE PROMOTERS:

- It is expressly agreed that the rights of the Allottee/s under this Agreement are apply settled to the said 12.1 Apartment/said Unit agreed to be sold by the Promoters to the Allottee/s, and attacher apartments/units shall be the sole property of the Promoters and the Promoters shall be entitled to sell and dispose of the same without any reference or recourse or consent or concurrence from the Allottee/s in any manner whatsoever.
- The Allottee/s hereby grant/s his/her/its/their irrevocable authority, permission and consent to the 12.2 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 12.3 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.
- The Allottee/s shall not interfere in any manner in any work of development or construction and the 12.4 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 amenities to be provided in the Project / the Development Land.
- The Promoters shall be entitled to make variations in the amenities and specifications, re-locations, 12.5 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 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.

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The Promoters shall also be entitled to designate/allot/lease any space in the Development Land/ Project Land to the Maharastara 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 providers will be entitled to operate from and out of such designated spaces even after the Project Land is transferred to the Apex 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 Land/Development Land or any part thereof and to publish advertisements and other literature and notices relating to the development schemes and the construction of the Building and/or sale of the Building and apartments/units in the newspapers and other media.

12.10 Pto Recomoters shall be entitled to construct site offices/sales lounge on the Project Land/Development subland and shall have the right to access the same at any time.

As any witer the circumstances may require or the Promoters may deem fit, the Promoters may oduced security measures for protection of the said Residential Building, their occupants that their property, which shall be adhered to by the Allottee/s. These safety measures may be decembered by the Organization/ Association, as and when formed.

2 In the property shall have a first lien and charge in respect of the said Apartment/said Unit till such time 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, sontrol and regulate the Building or other such buildings in the Project /Development Land including power and authority to collect the said outgoings, charges and other amounts for such period from the date of the Occupation Certificate of the Building or the Project/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

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appointment of such external agency for management and maintenance. We Allottee/s shall pay such charges and outgoings proportionate to their share and in accordance with the Applicable Laws.

12.17 The Promoters shall be entitled to call upon the Allottee/s is satisfy the Promoters either through the Allottee/s's banker's commitment or in such othermanner as marginal ermined by the Promoters, with regard to the Allottee/s's financial and other capabilities to bay the Consideration amount, taxos, other charges and all other amounts as per the said Agreement/said Unit to the Promoters and to complete the sale and transfer of the said Apartment.

- 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 orotherwise 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 (asdefined hereinafter), in favour of the Apex Body, the Apex Body shall be responsible for the operation and an agreement and/or supervision of the common areas of the Property to be Transferred to the Apex, in accordance withthe provisions of this Agreement, the Allottee/s shall extend necessary to operation and shall so necessary acts, deeds, matter, things as may be required in this regard in accordance with the provisions of this Agreement.
- Post formation of the Organization/Association, the Promoters spall continue to be entitled to such unsold apartments/units and to undertake the marketing, sale attent such adaptments/units. After the receipt of the Occupancy Certificate, the Promoters shall now be liable of required to bear and/or pay any amount by way of contribution, deposits, transfer fees/entrees 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.
- 12.22 The Allottee/s is/are fully aware that the Development Land is under development as a "layout proposal" 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 of 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.
- 12.23 In addition to the above, the Promoters may complete any wing, part, portion or floor of the Building / e Residential Buildings and obtain part Occupation Certificates and give possession of the said

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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 abstract in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them;

12.24 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:

- 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;
- 13.2 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;

The Proposers represent and warrant that there are no encumbrances upon the Project or Project Land (Payel police). Land except those disclosed in the title report and as disclosed to the Authority under DERA or its evaluate;

The Promoter's epresent and warrant that there are no litigations pending before any Court of law with spect to the Project or Project Land /Development Land except those disclosed herein and/or as this court in the Recount of the

Associated the project of 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;
- 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 authorities;

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- 13.11 The Promoters represent and warrant that no notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification the luding 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 little report and as disclos 94624 Authority under the RERA on its website.
- 13.12 As per the plans , a 6 mtr. Wide driveway (internal road) at the boundary of Pase I Plot was provided 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 on boundary of internal road 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 disclosures made herein.

# 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 this agreement and 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;
- No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the 14.3 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
- He/she/it/they has/have not been convicted of any offence involving moral turpitude and/or sentenced 14.8 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.

#### **OBLIGATIONS OF THE ALLOTTEE/S:** 15.

The Allottee/s hereby agree/s and confirm/s that the Consideration shall be paidin accordance with the 15.1 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

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entitle the Promoters to enforce default remedies as set out hereunder.

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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 is/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 structure 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 Project land to be executed in favour of the Apex Body.

The Allottee/s shall be entitled to avail of a loan from a bank/financial institution and to mortgage the

- said Apartment/said Unit by way of security for repayment of the said loan to such bank/financial institution only with the prior written consent of the Promoters. Subject to the Allottee/s complying with its/his/their obligations hereunder, the Promoters shall grant its no-objection, whereby the Promoters express its 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 diable for apayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such porrowings including interest and cost and provided further that such mortgage created in favour of such ank/in provided institution in respect of the said Apartment/said Unit shall not in any manner jeopardize he Promoters right to receive the Consideration and other charges and to develop the balance of the roject 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 Sternand the other terms and conditions contained herein. The Promoters shall issue the said no-objection fetter 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 Promoter's including possession'letter, electric meter, transfer forms and other papers, necessary and expedient for formation and
- 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.

registration of the Organization/Association/Apex Body as mentioned hereinafter.

15.7 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 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 bound to pay taxes levied by the Government/concerned local authority/any other public authority with respect to said Apartment/said Unit purchased by the Allottee/s as stated above.

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- The Allottee/s also agree/s to reimburse to the Promoters the amounts which may be paid by the Promoters to the Government/concerned local authority / any other public view on the Allottee/s's 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 and 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 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 amenities to be provided in the said Development Land till the same is transferred to the said society/Association /Apex Body and the Allottee/s shall have no right or interest in the enjoyment and control of the 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 good tenantable repair and condition from the date of possession of the said Apartment/said Unit and shall not do a suffer to be 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 so/lety /Association and the Apex Body/Federation (as the case may be) or change/alter or make adoption in or to the Project in which the said Apartment/said Unit is situated and the said Apa
- Not to store in the said Apartment/said Unit any goods which are of hazardous, combustive or dangerous nature or are so heavy as to damage the construction or structuring the said the said ding in which the said Apartment/said Unit is situated or storing of which goods is objected with 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 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 /Association as the case may be;
- 16.6 Not to encroach upon external and/or internal ducts/void areas attached to the said Apartment/said Unit by constructing permanent and/or temporary work by enclosing and/or using it, the duct area is strictly provided for maintenance of service utilities such as plumbing pipes, cables, etc. (For breach of

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nentioned hereinabove, the Allottee/s shall be solely responsible for all the

Not to do or permit to be done any act or thing which may render void or voidableany insurance of the said Development Land and/or Project or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

- 16.8 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said 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;
- 16.10 Not change user in respect of the said Apartment/said Unit without prior written permission of the Promoters or relevant authority;
- 16.11 Pay to the Promoters within 15 (fifteen) days of demand by the Promoters, his/her/its/their share of security deposit demanded by concerned local authority of Government for giving water, electricity or any other service connection to the Building in which the said Apartment/said Unit is situated; However, Allottee/s has agreed that the Promoters shall not be responsible for power fluctuation, power failure, delay in / interruption of gas supply, power supply, water supply by the concernedauthority and /or any other such utility service provider, if any.
- 16.12 To bear and pay increase in local tax, water charge and such other levies, if any which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment/said Unit by the Allottee/s other than the purpose for which it is sold;
- 16.13 The Allottee shall not transfer/sell/sub-let/assign or part with the Allottees interest or benefit under this strement or part with possession of the saidApartment/said Unit, till the payment of the entire The Shaderation and other dues and amounts, payable in respect of the said Apartment/said Unit to the Promoters and with the written consent of the Promoters. In the event the Allottee intends to transfer/ sub-Ethessign the said Apartment/said Unit after handover of possession of the said gartmant/sall Unit but before the formation of the society / Association of the allottees, the Allottee is all require the prior written consent of the Promoters and the Allottee/s shall pay, to the Promoters, signment/facilitation charges (being pre-determined facilitation and processing charges) calculated at 3% (talteed of cent) of the Consideration of the said Apartment/said Unit, at the on-going sale value or STEURBAN DIST. 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;
- 16.16 The Allottee/s shall not be entitled to change the name of the Project and/or the Development. The Allottee/s shall not remove the signage of the Promoters anywhere from the Project/said Development Land.
- 16.17 The Allottee/s further agrees that, the Promoters are not responsible for providing any mobile network, cable tv, DTH or similar services.
- 16.18 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

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(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 ellotment of the said Apartment/said Unit with the full knowledge of all laws, rules, regular to sometimes 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/then 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 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 Development and the Promoters alone shall have full control, absolute authority and say over the unallotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities, Amenities and/or any other common facilities or theamenities to be provided till the same is transferred to the Apex Body and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoters in this regard till the same is transferred to the Apex Body.
- The Allottee/s shall make payment towards formation and registration of the saidsociety/Association /Apex Body and for meeting all legal costs, charges and expenses including professional ests of the Advocates of the Promoters in connection with preparation of the conveyance ett. It being served 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
- 16.23 Not to change exterior elevation or the outlay of the Building;
- 16.24 Not to fix any grill to the said Apartment/said Unit, Building or windows except in accordance with the design approved by the Promoters;
- 16.25 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;
- 16.27 Not to relocate the original location of main door and shall not cover or fill ducts and also not to change the location of toilet, kitchen, any plumbing lines in the said Apartment/said Unit and A/c units at any point of time;
- 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 otherwise whatsoever;
- 16.30 Not to use the said Apartment/said Unit as a guest house or let out for the purpose of guest house or setup office or the likes or any other purpose other than for residence, without prior written consent of the Promoters;

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Not to display at any place in the Building any bills, posters, hoardings, advertisement, name boards, seen 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 place/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;

- 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;
- 16.34 Not to construct a loft and/or mezzanine floor in the said Apartment/said Unit irrespective of any approval, sanction or even if permissible under any statute and not to do any such act, deed or thing that shall tantamount to consumption/violation of Floor Space Index (FSI) of the said Apartment/said Unit or any part thereof;
- 16.35 Not to do any such act, deed or thing that shall amount to consumption of additional FSI or violation of Development Control Rules and Regulations for Greater Mumbai;

16 countries the passenger lifts in the Building or any part thereof for the period and in accordance with the fulles and equilations framed in that regard, from time to time. The Allottee/s shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the Building or pare the left including the said Apartment/said Unit;

Promoters shall be entitled to inspect all interior works carried out by the Allottee/s. In the event the Premoters find that the nature of interior work being executed by the Allottee/s is/are harmful to make said Abadement/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;
- 16.41 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 Promoters in this regard;
- 16.43 If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee/s at the Allottee/s's own cost, and that the Promoters will not be held responsible for the same and the Allottee/s shall duly

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indemnify the Promoters in this regard. All liabilities and damages orising out of such injury will be borne and paid by the Allottee/s alone and the Allottee/s duly indemnify/

- 16.44 During the execution of interior works, if any of the Atlottee's' contractor/workmen/agents/representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen/ agents / representative willbe removed or the said will not be allowed to re-enter the said Apartment/said Unit or the Building or any part of the said Bevelopment 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 hereinabove), is caused to the said Apartment/said Unit and/or other units/areasin Building or any part of the Building, neither the Promoters nor their contractor(s) will be held responsible for the cost of reinstating or repairing the same and that Allottee/s alone will be responsible for the same and the Allottee/sshall duly indemnify the Promoters in this regard;
- The Alottee/s confirm/s that the Promoters have given full, free and complete in specific of documents of title in respect of the said Development Land /said Larger Land and the Allettee/s common/s that he/she/it/they has/have entered into this Agreement after inspecting all relevant documents and the Allottee/s has/have inspected the Title Certificate. issued by the Advocates & Solidies of the Framoter-1 and Promoter 2;
- The Allottee/s has/have confirmed and assured the Promoters prior to entering into this regement, that he/she/it/they has/have obtained legal advice and read and understood the ITPA as well as MOFA (to the extent applicable) and its implications thereof in relation to the various broken as MOFA (to the extent applicable) and its implications thereof in relation to the various broken as MOFA (to the extent applicable) and its implications thereof in relation to the various broken as MOFA (to the extent applicable) and its implications thereof in relation to the various broken as MOFA (to the extent applicable) and Its Agreement for the aliotinent of the said 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 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;
- 16.49 It is also understood and agreed by the Allottee/s hereto that any space in front of or adjacent to the terrace apartment known as pocket terrace in the Building, if allotted, alongwith the said 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 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 the Promoters to do so, without raising any objection of whatsoever nature for the same.
- 16.54 The Allottee/s clearly and unequivocally confirm/s that in case remittances related to the Consideration and all other amounts as payable under this Agreement of the said 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

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the provisions of the Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactinepts 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 to enable the Promoters to fulfil its obligations under this Agreement. Any implications arising but of any details 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 or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential / retail purpose 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 immediately and comply with all the necessary formalities, if any, under the applicable/relevant laws.

16.55 Notwithstanding what is contained herein to the contrary, it is expressly agreed between the parties that the Promoters shall be entitled 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 society/Association. The Allottee/s hereby declare and confirm for the sake of clarity that the ownership of all such area/s and construction by way of recreation centre, health club, library etc., shall belong to the Promoters alone exclusively and the Allottee/s shall have no right to the same, in any manner whatsoever.

16.56 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/said Unit or of the Building or Project or the said Development and or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Dange t/said Unit hereby agreed to be sold to him/her/it/them and all open spaces, parking spaces, Mobbies strictases, 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 prother body and until the Property to be transferred to Apex Body as herein mentioned;

#/s shall not enclose the car parking space/s, if any, allotted to them, in any manner

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: -
  - 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 any structural changes which may affect 5 N Shah the R.C.C. frame structure of the Building.

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(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 facade and/or common areas of the Building.
(vi) Allottee/s shall not change the outside colour scheme or coating of the endloing?
{vii} Allottee/s shall not install any grills outside the windows and hence undertake not to install or affix any grills outside the windows/window sills.
{viii} Allottee/s shall not keep any plants in pots or any other objects on the outer side of the windows or on the parapets/chajjas and shall not do anything which may cause discoloration or disfiguration or any damage to the Building.
(ix) Allottee/s shall not cover any chajjas/terraces/balconies or construct any structure or poles or pergolas or trellis on the chajjas/terraces/ balconies.
{x} Allottee/s shall not fix external unit of split A.C. outside the elevation. Any such external unit of split A.C. shall be located only on the inner side of the duct/space specifically provided for split Â.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 source the building, due to any act or omission on the part of the Allottee/s in carrying out such manges and you will internify

(xii) Allottee/s will use only the service elevator for carrying all furniture

consequences arising due to such act or omission.

and keep the Promoters indemnified of, from and against all costs

(xiii) Allottee/s will inform the Promoters, in writing, the names and number of works on will be authorized to enter the said Apartment/said Unit, in case of anywork to be affined out or the retaken.

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

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

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The Allottee/s are awar, 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 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 alloutgoings, 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 non-payment thereof.
- The Allottee/s agree and undertake to follow and abide by the rules and regulations that have been made as also those which shall be made hereafter, from time to time, by the Promoters and/or the society/Association /Apex Body incharge of maintaining and/or providing common facilities in the Project. The Allottee/s shall maintain proper code of conduct and discipline in the Project and give every possible co-operation to the Promoters and/or any other person or body that may have been appointed by the Promoters, in that behalf, in maintaining cleanliness and good atmosphere in the Project, for the better enjoyment of the common facilities by all the occupants of the Project.

The Allottee's hereby declare, confirm and covenant that, in the event the Allottee's transfer'sell the said Apartment's said Unit and/or their right, title and/or interestin respect thereof, in favour of any decision, for the extent and as permitted hereunder, they shall obtain an undertaking to the similar effect form any all sudhpurchasers/transferees and in the event of their failing to do so, the Promoters or the tojety /Association shall be entitled to refuse the transfer of the said Flat, infavour of such prospective purchasers for his ferees.

Further, the Allottee/s undertake that, if they give the said Apartment/said Unit on Lease/Leave and Licent, 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 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.
- 16.71 Not to object to the permission granted/to be granted by the Promoters to other flat allottee/s for the use of their respective appurtenant spaces and the car parking spaces.

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- from MCGM and Not to raise any objection and or claims about the unavailability 16.72 shall not raise any objection and/or claims regarding liability to bear and pay for a for water supply through tankers made for his/her/their convenience. The Allo ternate arrangements that the water connection from the MCGM shall be subject to availability and bye laws of the MCGM and agree not hold the Promoters responsible to the same. The Allottee/s is/are aware that alternate arrangementsfor water supply through tailers will 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 15.73 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 his employees or agents. Further, the Allottee/s shall ensure that the labourer, contractors appointed by the Allottee/s shall also strictly follow the same.
- Not to do any act, deed, matter or thing during the course of fit-out/furnishing the said 16.74 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, staircases etc. and shall be responsible to make good such leakages, damages (if any caused) entirely at his/her/their costs and expenses.
- Not to, make any structural/internal masonry/dummy flooring/plumbing changes in any manner 16.75 whatsoever.
- OF THE SUB REGIONS the flooring while laying the flooring ige owerack Not to obstruct/close the drain out points of the aluminum y 16.76 materials, in order to avoid any water seepage and retention in
- the Aromoters without Shall on completion of the fit-outs of the said Apartment/said Upin submits 16.77 aid Apartment said Unit have been PASSAIG A DATUME AND BUT BUT delay a completion letter stating therein that the fit-outs of carried out in accordance with the approved plans.
- Not to do or permit to be done any act or thing which may render void or voice because insurance of the 16.78 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.
- If any allottee/s/occupants in the Real Estate Project including the Allottee/smake any internal 16.79 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 16.80 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 16.81 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 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 Allottee/shereby undertakes and covenants to not raise any objection and/or claim in this regard and/or restrict any of the aforesaid. This Clause is the essence of this Agreement.

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g(eq(s) and confirm(s) that the Promoters shall at all times have the right to propose for fire tender movement between the Project and the remaining portions of the Project Sand/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 unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Allottee/s shall be refunded by the Promoters to the Allottee, (in case of joint Allottee/s whose name appears first), in accordance with the terms of this Agreement for Sale only after the Allottee/s furnishing to the Promoters a noobjection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee/s.

# SSESSION OF THE SAID APARTMENT/SAID UNIT, FORCE MAJEURE:

he Rightours shall give possession of the said Apartment/said Unit to the Allottee/s on or before the ossession date more particularly stated in SIXTH SCHEDULE (the "Possession Date") provided all amounts dugand payable by the Allottee/s herein including the Consideration have been paid in full and he Allotted's have/has otherwise complied with the terms and conditions of this Agreement. The romoters finall 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 Day Sugurgardiffic refore the Extended Possession Date. Further, the Promoters shall endeavour to make available 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.

18.3 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:

18.4 Any force majeure events -war (national or war between other nations or group), civil commotion, strikes or any act of God, epidemics, pandemics, lockdown or by reason of any national or international happening or events and the resultant repercussions or it affects directly or indirectly to the date of offer of possession;

18.5 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, 18.6 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 18.7 authority/court, which adversely affect the development of the said Development Land /the Project;

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

18.9 Any other circumstances that may be deemed reasonable by the authority under RERA;

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.

18.11 Any delay caused on the part of any statutory authority which may contribute to the delay in completion

of the said Building.

#### 19. PROCEDURE FOR TAKING POSSESSION:

The Promoters shall send the intimation to offer the possession to the Allottee/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.

- 19.2 The Allottee/s shall take possession of the said Apartment/said Unit within 15 (Fifteen) days of the written notice from the Promoters to the Allottee/s intimating that the said Apartment /said Unit is ready for use and occupancy.
- 19.3 From the Handover date, the Allottee/s shall be liable to pay, from time to time, all Outgoings and charges mentioned in Clause 4 and anywhere else in this Agreement, to the Promoters on such date when the same are due and payable in the hands of the Allottee/s.
- 19.4 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 Date, in such 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, he manage 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.
- 20.2 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

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Chapartment/said Unit inspite of receiving the Possession Notice and several communications from the respect thereof, within the period stated by the Promoters and as specified in this en Such compensation shall be payable in addition to the Outgoings and other charges 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 to take possession on time.

#### DEFECT LIABILITY PERIOD:

- 21.1 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 21.2 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 the said Building to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee/s and/or other allottees of the Building shall have no claim(s) of whatsoever nature against the Promoters in this regard. If any major alterations, additions or changes are carried out by the Allottee/s herein, then in such case the Promoters herein shall be released and discharged from the obligation to etificar repair the structural defect which may arise out of such internal additions or alterations made SURPREMISTRES.

MOTERS FOR DEFECTS CAUSED DUE TO REPAIR / RENOVATION BY ALLOTTEE/S:

ottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such east restriction or due to any renovation and /or alterations etc. carried out by the Allottee/s and any other articles/s occupantsof the other apartments/Units in the Building. The Allottee/s agree/s 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:

- 23.1 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 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, on 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) in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the treach(s) mentioned by the Promote within the period of notice then at the end of such notice period, the Promoters shall be entitled terminate this Agreement by issuance of a written notice to the Allertee 150 2 Provided further that upon such termination and cancellation of 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 decitive 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/s repaying the loan and producing no lien certificate from the concerned bank / financial institution/ NBFC/housing finance company in respect of any loan availed by the Allottee/s on the said Apartment/said Unit, if any. Further, upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoters and/or the said Apartment/said Unit and the Promoters shall be entitled 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 clause 23.2 hereinabove, and any other rights and remedies available to the Promoters, if the or more of the events or circumstances set out in Clause 23.4 hereinbelow ("Event of Default's half have happened, then the Promoters shall call upon the Allottee/s by way of a written notice to certify the same within appened of 15 (Fifteen) days from the date thereof. If the Allottee/s fails to reciff 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

(i) If the Allottee/s delay(s) or commit(s) default in making payment of Allo in all ment/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 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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करले"-२ १५७२५ ू.७ २०२३ If the Alottee/s has/have availed any housing loan from any bank/NBFC/FI for purchase of the Said 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 Allatee/s agrees 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 it 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 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 thereupon be liable to immediate ejectment there from as trespasser.

## 24. SOCIETY /ASSOCIATION AND APEX:

The Allottee/s along with other allottee(s) of other apartments/units in the Building shalljoin in forming and registering the society or association or a limited company or condominium to be known by such name as the Promoters may decide (Herein referred to as the "society/Association"). The Allottee/s shall from time to time for this purpose of formation of society /Association resign and execute the application subjects reation 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 companies of medifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association and may be required by the Registrar of Co-operative Societies or the Registrar of Companies,

4.2 Line 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.
- 24.4 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.
- 24.6 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

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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 nortion thereof under the existing Development Control Regulations or Building Bye-Laws or Rules or Regulations or under any subsequent regulations or other relevant provisions of law and/or to receive the full consideration money becoming due in any of the events mentioned above.

941024 24.7 The Promoters shall have the right to incorporate and register an apex body (nerematter referred to as "Apex Body") in respect of the Property/said Developmen Qro Qr3 art thereof) within a period of three months from the date of receipt of the occupancy conficute of the last building which is to be 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 podiums constructed in 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 remaining said Apartments/said Unit, if any

At the time of registration of the Deed of Conveyance /transfer/assignment/sub- lease for the said Building (excluding basements and podiums), the Allottee/s shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable by the society /Association on such transfer/assignment of leasehold rights / sub-lease in respect of the said 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 Allottee/s or the society/Association shall pay to 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 companion 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 trace on the send Apartment /said Unit and if any such mortgage or charge is made or created then notwithstanding accounting container 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 fail/s 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 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 damages and not by way of penalty and deducting all the expenses incurred by the Promoters. Also, the Allottee/s shall not be entitled to seek/refund of any amount paid towards GST/tax/stamp duty, pass through charges, etc.

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#### ENTIRE AGREEMENT:

TREAS Rememerations with its schedules and annexures, constitutes the entire Agreement between the Parties with he subject matter hereof and supersedes any and all understandings, any other agreements, application eæer, correspondences, arrangements whether written or oral, if any, between the Parties in t/said Unit.

# STAMP DUTY AND REGISTRATION:

28.1 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 resequences of any legal proceeding that may be instituted by the authorities concerned against the vice versa for non-payment and/or under payment of stamp duty by the Allottee/s.

> shall pay to the Promoters, his/her/its/their share of stamp duty and registration charges as the tof conveyance or any document or instrument of transfer in respect of the Building the Project and to be executed in favour of the Organization/Association /Apex Body as and when demanded by the Promoters.

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

#### **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 beregistered 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:**

- 32.1 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:
- 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 S.N. Shih the Promoters or the Allottee/s, as the case may be.

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In case there are Joint Allottees, all communications shall be sent by the Promoters to the Allottee whose 32.3 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.

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#### 33. NOMINEE:

The Allottee/s hereby nominate/s the person identified in the STATH SCHEDULE nereunder written (said 33.1 Nominee") as his/her/their nominee in respect of the said Apart and 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.

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

#### 34. INDEMNITY:

The Allottee/s hereby indemnify and keep indemnified the Promoters and hold the Promoters harmless against all actions, suits, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoters directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoters under this Agreement; (b) any breach and/or default by the Allottee/s in the performance of any and/or all of his/her/its/their obligations under this Agreement; (c) any injury to any property (ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/or occupation of the said Apartment/said Unit and directly or indirectly as a result of the negligence, act and/or outside.

tenants, guests, invitees and/or any person or entity under his/her/its/their coefficient and up the said Apartment said compliance with any of the restrictions regarding the use and/or occupation of the said Apartment said or indirectly as a result of the negligence, act and/or omission of the Allottee/s or his/ber/its/swarragence, servants, tenants, guests, invitees and/or any person or entity under his/her/its/their control; and Id Allottaeks's non-

The rights and obligations of the Parties under or arising out of this Agreement sha 35.1 enforced in accordance with the laws of India and reference to the level and accordingly and the courts at Mumbai shall have exclusive jurisdiction in respect the sale

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.
- Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in 36.4 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.
- No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall 36.5

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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.

Phylunderstood and so agreed by and between the Parties hereto that all the provisions contained n 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.
- 36.8 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.

the Parties hereto have hereunto set and subscribed their respectivehands the day and

#### **SCHEDULES**

#### FIRST SCHEDULE-(Description of Larger Land)

All the deceable of 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 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 I Plot/Development Land)

All that piece and parcel of lands admeasuring approximately admeasures approximately 10,735,48 square meters and forming part of the Second Schedule, more particularly described in the First Schedule written hereinabove.

#### 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 First Schedule 5-N shah written hereinabove.

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### FIFTH SCHEDULE- (Description of the said Apartment)

Apartment bearing No. 1802 admeasuring 51.620 sq. mtrs. carpet area i.e. approximately 555.640 square feet, alongwith ancillary areas admeasuring NIL sq. mtrs. approximately NIL 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 pearing No(s) 08.

30					(क)	(cm - 4
				SIXTH SCHEDULE	30027	82 84
-	T		In		2023	
Sr. No.	Terms and Expressions	ivieaning/	Description			
1	Consideration	Rs. 1,33,8	36,870/- (Ru	pees One Crore Thirty	Three Lakh Eigh	ty Six thousand Ei
		hundred S	Seventy Only			
2	Earnest Money			/- (Rupees Six Lakh Six 10% of the Consideration	100	
3	Payment Plan	Sr No.	' Particular	s .	1 5	Amount (Rs.)
	Secretary and Se	1	Earnest M	ioney (5%)	Last John Town	6,69,343.50
		2	Instalmen		13/6 0500	6,69,344.00
		3	Execution	of Agreement £	4) 5 1	6,69,343.50
	9	4	On Start o	f Excavation		6,69,343.50
		5	On Compl	etion of Raft etion of Basements etion of Plinth	ליות האולים	6,69,343.50
		6	On Compl	etion of Basemen	BAN DIST.	6,69,343.50
		7	On Compl	etion of Plinth		6,69,343.50
		8	On Compl	etion of 4th Floor Slab		6,69,343.50
	i	9	On Compl	etion of 8 <sup>th</sup> Floor Slab		10,04,015.25
		10		etion of 12 <sup>th</sup> Floor Slab		6,69,343.50
		11	8 11	letion of 16th Floor Slab		10,04,015.25
		12		letion of 22nd Floor Slab	-	6,69,343.50
	ii	13		letion of Terrace Floor S		6,69,343.50
		14	On comp	letion of the internal orings of the said Apart	walls, internal	6,69,343.50
		15	On compl doors of	etion of the electrical fi the said apartment, in ies up to the floor le	ttings, windows, cluding staircase	6,69,343.50
		16	external por wing in	pletion of the externa plaster, entrance lobby/ which the said apartme ittings of the said Apartr	s of the building ent is located and	6,69,343.50
			and envir pumps, waterpro other red	etion of the lift wells, ele onment requirements, on completion of lifts ofing, paving of areas ap uirements, as may be p nt of Sale.	elevation, water , terraces with purtenant and all	13,38,687.00
	*	17	On Intima	    ation of receipt of Occup 		6,69,343.00
		1	Total	2.02	7.5 131. 3	1,33,86,870.00

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-A-	Bank Account		2/400-247
	करल -२	Bank Account No. Tower/Project	
ψu	Ry 83 6	251002070522 LNT Centrona -13B-Collection	on A/c
033	Rebate for early	NIL 9, of equal installments payable by the Allottee/s.	
+	payments-et-the-		
1	sole discretion of the		
	Promoters	•	**
6	Other Charges		Amoins
		(i) Share Application Money	Rs. 600/-
	THE SUB REGIS	and the state of t	
/	OF ENDINE WAY	Advance Adhoc Maintenance Charges towards the respective Phase I Residential Building for 12	Rs. 38,514/-
HESS	1 6 mg 4	Months	D- 20 514/
# = = = = = = = = = = = = = = = = = = =		Advance Adhoc Maintenance Charges towards the Property to be Transferred to the Apex for 12	Rs. 38,514/-
1/5	(A)	Months	
	SUBURBANDIST. PA	(iii) Society Formation Charges	Rs. 15,000/-
	ANDIS.		
		1827	1
7	Property tax	Rs. [NIL] (Rupees [NIL Only])	
	/LUC	institute (maples [internity])	
8	Building	Rs. [NIL] (Rupees [NIL Only])	
	Protection Deposit		
9	Possession Date	On or before 30th day of December' 2026 (the "Possession Date"	')
10	Nominee	The Allottee/s hereby nominate/s the person	
		NAME OF NOMINEE: NIL	
	2	ADDRESS OF NOMINEE: NA	
	943	RELATIONSHIP OF NOMINEE WITH THE ALLOTTEE/S: NA	
	200	PAN NO. / AADHAR CARD NO. OF NOMINEE: NA	
11	Notices to be served, at the	ALLOTTEE/S Name of Allottee/s: Mr. Punit Nilesh Shah, Mrs. Pallavi Kumari,	Mrs. Sadhana Nilosh
	respective	Shah.	
	addresses:	Address: 562, Shantivan Society, New Link Road, Andheri West, Maharashtra, India.	Mumbai - 400053,
		Notified Email ID: jigar.shah301@gmail.com, punit_nick@yahoo	o.com.
		PROMOTER-1	
		Name: L&T Avenue Realty LLP (formerly known as L&T Asian Re Registered Address: L&T House, Narottam Morarjee Marg, Balla	
		400001	
		CRM Office Correspondence Address: L&T Realty, CRM Office, Gr Tower, L&T Campus, Gate No.3, Jogeshwari – Vikhroli Link Road (	
		400072.	Svery, Fowar, Wurit
		Notified Email ID: feedback@larsentoubro.com	
		PROMOTER-2	
(36)		Name: Aryamaan Developers Private Limited Address: Near Transit Camp, Eastern Express Highway, Ghatkopar	r East, Kamraj Nagar,
$\mathcal{U}_{\cdot \cdot}$	I Har nu	Mah 1. Mestate	
The same of the sa	W	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	

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	PAN Nos.	(i) (ii)	Promoter Allottee's		AAEFL7465N BKYPS1689A	ARGPK8783R	~~ ^	5P .	
		SEVENT	TH SCHEDULE	- Descriptio	n of the Apartmen	कर July tracilities	88	ey	
			:	 Specification	ns of Apartment	२०२३			
	Vitrified tiles floor	ing in Living	g, Alcove, Pa	ssage & Bedi	rooms (Kajaria/Nito	co/RAK or equival	ent make	) • •	
2000	Matt finished vitrif	ied tiles flo	oring in Toile	ts (Kajaria/N	Nitco/ RAK or equiv	alent make)	scales — necteo	e 2000 sen sen s	
1000000	Ceramic Tile dado i	in Kitchen (	Kajaria/Nitco	/ RAK or eq	uivalent make)				
2000	Vitrified Tiles Dado	in Toilets (	Kajaria/Nitco	/ RAK or eq	uivalent make)				
100000	Paint finish for Ceil	ling							
-	Granite platform, S	Stainless Ste	eel sink (FRA	NKE / NIRALI / HINDWARE / NEELKANTH / JAYNA Or Equivalent)					
The state of the	Sanitary ware and	CP fittings i	n Toilets of r	eputed bran	ds. (Jaguar/Grohe/	'American Standa	rd/Kerovi	t) ^	
	Glazed Aluminum	windows					*		
U. Accorded	Fire Rated Metal D	oors as Ma	in doors				*		
W. Control	Wooden doors for	Bedrooms				16. 192	20072	5.0.000 NO.	
ALC: NO.	WPC doors for Toil	ets							
				Facilities i	n Apartment		-102-3500 to 1		
00000	Water inlet and ou	tlet provisi	on and one	electric poin	nt for Washing mac	hine in Kitchen	Westerner		
	Exhaust Fan in Toil	et & Alcov	e (KHAITAN	/ USHA / BAJAJ / HAVELLS Or Equivalent).					
1000	Video Door Phone	(ONETOU	CH/ALBA URI	MET / GODR	EJ / HONEYWELL /				
The second second	Concealed flush ta	nk (Jaguar)	/Grohe/Ame	rican Standa	rd/ Gabreit or Equi	valent)	SUB REGIO		
2000	Intercom Facility		######################################			3 1 g xx	SUB REGIS	24	
100000000000000000000000000000000000000	Provision of Split A	C in Living	area & Bedro	oms		HE E		4 12	
100000	Geyser in Toilets (E	Bajaj, Racolo	d, AO smith o	r equivalent	t)	是		1:	
1	Provision for Interr	net & FTTH	(Fibre to the	Home)		BI SUBUR	TO FATE	ALCO	
W. C. C.	Hot & Cold water in	n Shower ir	Toilets						
				EIGHTH	SCHEDULE				
		i. Descri	ption of the (	common Are	eas And Facilities A	and			

Amenities

Specifica	tions & Facilities of Common Area
Elevators of reputed brand Lifts. (OTIS, FU.	ITEC, Toshiba, Hitachi, Schindler, Thyssenkrupp)
Firefighting system with Hydrant & Sprinkl	ers
CCTV Camera at tower entrance and inside	lifts
Power backup for lift and emergency lighti	ng
Vitrified flooring in Typical Lift Lobby Area	.(Kajaria/Nitco/Orient Bell/RAK make)
	B

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	Very mac prop off for every Tower
20	フロマソ 8ツ ä. The Ley Common Areas and Amenities
30	Common Amenities for Entire project
<u> </u>	Rainwater Harvesting System
	STP treated water for landscaping and flushing
	Indoor Amenities for Entire project
	Convenience Store
	Salon
	Laundromat
	Indoor Games room
	Library and TV Lounge
	Indoor Kid's Play Area & Creche
	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
	Multipurpose Court
	Multipurpose Lawn
	Open Air Gym
	Swing Plaza for adults
	Reflexology Area
	Sit-out Area
	Jogging Track
	Toddler's Play Area

SIGNED AND DELIVERED

by the within named PROMOTER-1

(without any fixed equipment)

L&T Avenue Realty LLP

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

Through its Director / Authorized Signatory

J Harresh Kumar

In the presence of..

1. Ashish. S. Thewar Annews 2. Karan. B. Kachore ar







#### 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),

Hareesh laumar In the presence of.

1. Ashish S. Theward L. Karan . B. Kacharde







by the within named "Allottee/s"

Mr. Punit Nilesh Shah

Mrs. Pallavi Kumari

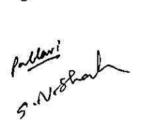
Mrs. Sadhana Nilesh Shah

in the presence of ...

1. Ashish . S. Therear Ethreun







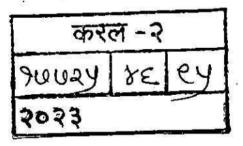


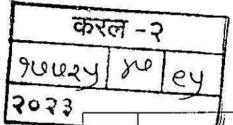








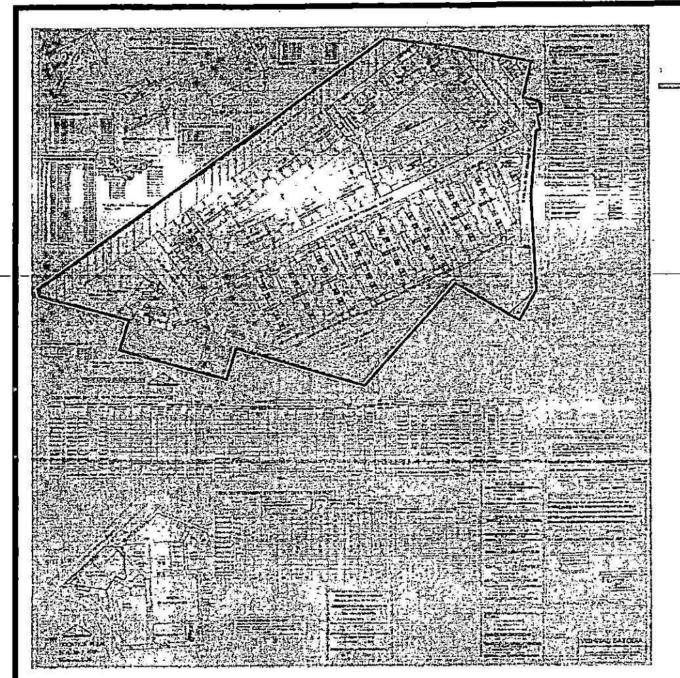




## LIST OF ANNEXURES

SR. INC	- PARTICULAR
1	ANNEXURE "A"- COPY OF THE PLAN DELINEATING THE SAID L'ARGERLAND
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
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

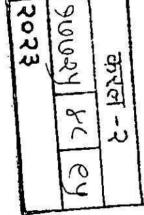












DRAWING AS PER SRA APPROVAL 2022
FUTURE DEVELOPMENT SUBJECT TO SUITABLE MODIFICATION

# करल -२ १५७२५ ४-८ ९५

#### 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 12<sup>th</sup> 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 9<sup>th</sup> 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. 5 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

or Americ, & Pikha Street, Ope. City Bank, P.M. Road, Fort, N 91, 92011314, carrystalaines and produced

(CircularNo.: - 28 / 2021)

To Maha RERA HousefinBhavan, Plot No. C-21, E-Block,BandraKurla Complex, Bandra (E), Mumbal-400051

#### LEGALTITLE REPORT

Sub: Title clearance certificate with respect Free Sale Plot of Phase IA & Phase IB Sale Plot Phase (\*) adm. 2073\$,48 Sq. Mtrs. and forming part of all that pled rcel of lands admeasuring approx mately 70,554.42 sq. metersaltuate at hyi being at of Village Ghatkopar, Mumbai-400077 bearing C.T.S. No. 194 B (part), Village Gharkopar, Taluka Kuria, registration Sub-District of Kuria, District and regis District of Mumbal Suburbanand larger plot, bounded as follows:

On or towards the East:
On or towards the West:
On or towards the West:
On or towards the North:
On or towards the South
Sing City Project
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&YAsian Rei Project LLP.

# ANNEXURE-C

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0735.48 Sq. Mtrs. and forming part of juring approximately 70,554.42 sq. meterssituate at lying r

CT.S. No. 194 B (part), Villege Ghatkopar, Taluta Kurla, registration Sub-District of Kurla, District and registration District of Mumbal Suburban.

- stigated 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 Privational Referred as "Aryamaan" and Krola Chakan Developers Privat Umited, referred as "Krola" and L&T Astan Realty Project LLP referred : "L&T" registered under serial No. KRL-S-1847/2021.
15/2/2021	Power of Attorney registered with the Office of the Sub-Registrar of Assurances at Kurla, under Serial no. 1851 of 2021 executed b Aryamaan in favour of L&T.
15/2/2021	Power of Astorney registered with the Office of the Sub-Registrar of Assurances at Kuria, under Serial no. 1849 of 2021 executed by Xrbia i favour of 1.8.7
18/1/2021	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 for commencement of the construction



			•
	work of the Free Sale Building	31/5/20	17 Commencement Certificate bearing reference no. SRA/ENG/3838/N/STGL/AP in respect of the Free Sale Building no. 13
/12/2020	The Maharashtra Real Estate Regulatory Authority constituted under the		SKW ENG/3838/N/STGWAY at respect of the Free Sale building no. 13
	RERA, has granted its written permission and consent to (a) Arysmaan, Krbla and L&T jointly as joint promoters undertaking the development of	28/4/20	58A further issued Commencement Certificate bearing reference no. SRA/ENG/2720/n/STGV/AP in respect of Free Sale Building no. 12
890	Phases A Free Sale Buildings, and (b) Aryamaan and L&T Jointly that undertaking development of the Phase-I B Free Sale Buildings. The RERA	27/4/20	Executive Engineer Water Works granted it's no objection for supplying water to the proposed Free Sale Building no. 12
1/11/2019	Authority Consent received through email dated 1" December 2020  Updated Title Certificate Issued by M/sPurnanand& Co. Advocate &	25/4/20	217 Executive Engineer Water Works granted it's no objection for supplying water to the proposed Free Sale Building no. 13
A.	Solicitors	15/4/20	3)7 Letter bearing Reference not. SRA/ENG/2720/N/STGL/AP and SRA/ENG/3838/N/STGL/AP to Shrt, Vishwas Satodia (Architect), granting
0/4/2019	Letter dated 7*Decamber, 2011 bearing file no. SEAC-2010/CR.287/IC.2 addressed by the Secretary, Environment Department & MS. SEIAL, the Secretary granted environment clearance to re-develop the Larger Land		Its approval to the plans amended in respect of the Free Sale Building no.  12 and Free Sale Building no. 13.
	as per the slum rehabilitation scheme, which permission was revalidated	5/4/20	17 Tide Certificate Issued by M/s. Purnan and 8 Co. Advocate & Solicitors
	vide Letter dated 20 <sup>th</sup> April, 2015	. 24/1/20	17 Intimation of Approval bearing no. SRA/ENG/3838/N/STGL/AP In respect of Free Sale Building no. 13
9/4/2016	SRA issued a Letter bearing Reference on, SRA/ENG/2720/N/STGL/AP to Shrl. Vishwas Satodia (Architect), granting its approval to the amended plans.	24/1/20	
6/2/2018	Ioint Development Agreement between Aryamaan, referred as party of the one part and Xrbia, referred as party of the second part registered under serial No. XRI-5-3717/2018	2/3/20 79/1/201	
/11/2017	Cycler dtd-21/9/2011 issued by SRA as modified by Dirder dtd- 24/11/2017, SRA has sanctioned a proposal lay out /sub-division of larger land on the rerms and conditions contained in the 2011		22 upper floors including LMR and CRKWT on 13th September, 2017, all in accordance with the approved amended plans dated 16th January, 2017
	Undertaking. As per sentitioned Layout area (1) Rehab Plot	16/1/20	Company of the Compan
	adm.approximately 18.412.94 Sq. Mts. (II) Free Sale Plot adm. approximately 21,902.21 Sq. Mts.		piene amended in respect of the Rehab Building no. 1, Rehab Building no. 2, Rehab Building no. 3, Rehab Building no. 4 and Rehab Building

\$ 000 P Revised Letter of Intent bearing no. 5R 1600A

ct of Rehab Building no. I, (ii) Con 2/6/5013

respect of the re-development of the larger Land under Slum rehability formed themselves into Slum Societies and passed necessary resolution 3. The Slum dwellers occupying the Slums being desirous of Developing the Larger Land

being re-development under regulation 33(10) of the D.C. Regulations. consequently it was declared and consused as "Slumares" under Slum Act and capable of 2. The Larger Land was affected by and was 1026 entroached upon by slum/slum dwellers and

.("bore larger teletred to as Larger Land").

been confirmed as C.T.S. No. 194 8 (part) , situate lying and being at of Village Ghatkopa (part) and as per the Mora Plan did-4/6/2013 Issued by City Survey Office, the same has that place and parcel of lands adm.approximately 70,556.62 Sq. Mts. Bearing C.T.S. No. 194 wise well and sufficiently entitled as the absolute and exclusive owner thereof, to all If the Public Works Department of Covernment of Mahatashira is selted and possessed of or

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A 54 and Report for 30 years from 1992 to 2022 Taken from Sub-registrat ' Office at M

Owner or Land. Property card showing the name of Public works Department, Go te enthrenadeM lo in:

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

FOWN OF THE STITE OF THE SAID PROPERTY/LARGER LAND:

Mortgagot 1' Mt. Rahul Wahat referred, as Mortgagot 2' Krbia, Mortgagot 3' In fav theindenture of Mortgege dtd-12/6/2018 between Aryamaanand Xible, reletted as developers to the Land, has dear and marketable and free from encumbrances except

vi)On the basis of the above said and subject to what it stated herein, we state that LETES a

No lithation on the fitte of the said Property

A) Helpston

raid Property /Langer Land.

Cortificate dated 23/11/2019 issued by M/s. Purnanands. Co. Advocate & Solicitorator the aist bassbot bins CtOS/a/2 bases atsollists cheffich moon ballat oals aved aw (w

Authorit Suburban.

hijesach report for 30 years from 1992 till2021 taken from the Sub-Registrar-soffice at

Maharashira as owner of Land.

Property card showing the name of The Public Works Department of Government of Artuaucocomu pue controverstuadoudo trentest // lu

Sodery whereby authorized Anyamann to do all acts deeds and things including delegate from the Attorney with power for development of the property.	
Power of Attorney executed by hiniRamabal Co-operative Housing	5002/11/62
Fower of Afforney executed by Sant Namdeo Housing Sodety whereby authorised Anyaman to do all acts deeds and things including delegate from the Attorney with pewer for development of the proporty.	5002/01/61

Assessed & Aft. X.A. 104

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are report reflecting the flow of the title of the L&T Autan Realty Project CLPic enclosed

Cardificate dated 23rd November, 2019.

eliff begolsne sit of the observations and encumbrances set out in the enclosed fiftle Qualifying comments/remarks - The title of LAJ halan Realty Project LLP in respect of the The Public Works Department of Government of Maharashua.

owners of the Larger Land (Lesses of the Larger Land

of Security Trustice.

Ayanasa, agreed to create mongage in respect of phase 1 B Free Sale Buildings in favour -\000,00,00,000 strious leadont quimixem e of qu salitites treds success s insig-1-13140/2018 In consideration of indusind Sank Limited, as Original Lender agreed to favour of 1081 Trust easing Services Cémited as Security Trustee registered under sensing. KRL. Deed of Mortgage cum Charge did-2/31/2018 between Arysmaan, referred as Borrower In

loan facility to the extent of Rs. 280,00,000,000.

Initestructure. Finance Company Umitted, as the Original Lender had agreed to grant a term TICL (India) Umited as Security Trustee registered under serial No. KRL-1-7695/7018 L&T



The Slum Sodery and Aryamaan have respectively entered 12/10/2005 neged arrow sidug aff to emen of through busy viragor SRA/ENG/1255/N/STGL/ Issued by the SRA. Letter, of Intent bearing nos. SRA/ENG/1560/N/STGL/LOI 0102/1/20 intimation of Approval bearing no. SRA/EHG/2541/N/51GL/AP in resc 37/1/2011 of Rehab Building no. 2 . Intimation of Approval bearing no. SRA/ENG/2542/N/STGL/AP in respect 1102/6/12 5.on Building no. 3 Intimation of Approval breading no. SAA/ENG/25A3/N/STGL/AP in re-TTOZ/6/TZ e .on galbiluð derlafi la Intimation of Approval bearing no. SRA/ENG/25/4/N/STGL/AP in rest 1102/5/12 S .on Enibling dans lo milmetion of Approval bening no. 58A/ENG/25A5/N/5TGL/AP in respect ITOZ/S/IZ of Free Sale Building no. 12 indimation of Approval bearing no, SAA/ENG/2770/N/STGL/AP in respect 1107/21/5 respect of Rehab Building no. 5, all dated 7" June, 2012 ncoment Certificate beating no. SRA/ENG/2545/N/STGL/A or StayENG/2544/N/STGL/AP in respect of Rehab Building no. 4 and (v) spect of Achab Building no. 3, (N) Commencement Continueste peaning ent Certificate beacing no. SRA/ENG/2543/N/516L/AP in 10. SRA/ENG/2542/W/STGL/AP in respect of Rehab Building no. 2, (iii) sement Certificate beating Incoment Centificate bearing no. SAMENG/2541/N/STGL/AP In

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.(harainafter collectively referred to as the Sium Societies 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 Juniformabel Co-operative Housing Society on 14/9/2007 and for Sant Namdoo Co-operative. Housing Society on 15/9/2006 which has been amended from time to time. As on date, there are 1,912 eligible slum dwellers occupying the targer tand.
- Pursuant to the proposals prepared and submitted by Aryamaan, through its Architects, for redevelopment of the Sium Societies as a sium rehabilitation scheme under the Sium Act and applicable D.C. Regulations, the SRA issued an amalgamated Letter of Intent bearing No. SRA/ENG/1560/N/STGL/LOI and SRA/ENG/1253/N/STGL/LOI 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 therein.

- 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. 80R-13-7676/2011.
- 13. By Order dtd-11/4/2012 passed by the Hon'ble High Court of Bombay in Notice of Motion No. 481 of 2011 filled in Writ Petition No. 1152 of 2000 the Hon'ble Court granted its approval to Aryamaan to re-elign, the recreational ground area (R.G. Area) adm. 10.555 Sq. Mits. out of the larger land to undertake the shim rehabilitation scheme.
- 14. Aryamaan executed in favour of SRA the Undertaking dtd-20/21/2012 registered with the office of the Sub-registrar of Assurances under serial No. KRL-1-11333/2012 under which it inter alla indemnified SRA against any damage litigation, danger which might be caused due to occupation of transit accommodation by the slum dwellers to demoitsh 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 forfelt Rs. 1,92,000/-and Rs. 49,000/- in case Aryamaan Falis 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. 2, (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

B. In accordancewith the Persus of the Pago Cgl., Anyandan executed the Resistered Undertaking /Indemn's Bond (Ind. 17/51010 or an education of the Chief Executive Officer Stum Rehabilitation uses in Onter-Life Indertaking therein to not misuse the pocket terrace/part terrace and treatment in the large land, and indemnifying the SRA against any damage that is caused to occupiers of the larger land, and to hand over

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9. Aryamaan in accordance with sium rehabilitation scheme formulated by it and the approvals obtained and to be obtained by it in respect thereof is constructing and developing upon portion of the Rehab Plot (five) (5) and Rehab Building No. 1, Rehab Building No. 2, Rehab Building No. 3, Rehab Building No. 4, and Rehab Building No. 5, (hereinaRes collectively referred to as Rehab Buildings\*) over the Phase 1 Plot.

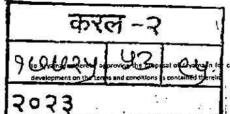
the set back area to the MCGM.

- 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) Indimation of Approval bearing No. SRA/ENG/2542/N/STGL/AP dtd-21/9/2011 in respect of Rehab Building No. 2, (III) Intimation Approval bearing 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/2544/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.
- 11. The SRA had issued in respect of the Fran Salo 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 Cerufficate in respect to Rehab Sulkling no. 1, Rehab Building no. 2, Rehab Building no. 3 and Rehab Building no. 4 were re-endorsed on 19<sup>th</sup> 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 OHWT on 13<sup>th</sup> September, 2017, all in accordance with the approved amended plans dated 15<sup>th</sup> January,

- 16. Arysmain through its Architects prepared and submitted to SNA, a revised proposal for redeveloping the Larger Land by implementing the slum rehabilitation scheme, whereupon the SNA, granted its in-principal approval to the slum rehabilitation scheme and issued its Revised tetter of intent bearing no. SNA/ENG/1260/N/STGL/LOI & SRA/ENG/1263/N/STGL/LOI dated 9th January, 2017 (hereinafter referred to as the "Revised LOI") permitting amalgamation of the aforesald plots and the schemes that is, Juni Rama Society Plot and Sans-Namdeo Society Plot.
- 17. By and under the Letter dated 13th January, 2017 bearing reference no. SRA/ENG/SOG/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/subdivision of the sium 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.
- The SRA also issued the intimation, of Approval bearing reference no SRA/ENG/3838/N/STGL/AF dated 24th January, 2017 in respect of Free Sale Building no. 1:



The SRA ston Louist a Jetter dated 15th April. 201 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. 23.

- 20.8y and under a Letter dated 25th April, 2017 bearing reference no. HE/134/EEWWIPERI/NOC addressed by the Executive Engineer Water Works (Planning & Research), MCGM to Aryamaan, the Executive Engineer, Water Works granted it's no objection for supplying water to the proposed Free Sale Building so. 13 subject to the terms and conditions as contained therein.
- 21. By and under a tetter dated 27th April, 2017 bearing reference no. HE/142/EEWW(PARI/NOC addressed by the Executive Engineer Water Works (Planning & Research), MCGM to Anyamaan, the Exergitive Engineer Water Works granted its no objection for supplying water to the proposed Free Sale Bullding 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/3B38/N/STGL/AP dated 31st May, 2017 in respect of the Free Sale Building no. 13 to Aryamsan, for commencing construction upto the plinth with 2 level basement and on the terms and conditions as contained therein.



aan, as per the provisions of RERA, has registered Phase I A Free Sale Building Phase I 8 Free Sale Buildings, as separate projects as under;

Sr.	Project	New Project Name	Registration Number
2/01 = 440	+ Phase	-IA Free Sale Building	
1	Chembur Central IVY A - (12A)	Centrona Zen A	P51800006239
2.	Chembur Central IVY 8 - (128)	Centrona Zen B	P51800006139
3.	Chembur Central Orchid C - (13C)	Centrona Nova A	P51800005455
4.	Chembur Central Orchid D - (130)	Centrona Nova B	P51800004566
	Phas	a-IB Frag Sale Suliding	100 S 500 mm
1	Chembur Central Orchid A - (13A)	Centrona Zest A	P51800003446
2.	Chembur Central Orchid B - (138)	Centrona Zest B	P51800003201

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- 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 ShrL Vishwas Satodia (Architect), granting its approval to the amended plans.
- 30. Letter dated 70 December, 2011 bearing file no. SEAC-2010/CR.787/TC.2 addressed by the Secretary, Environment Department & MS, SEIAA, the Secretary granted environment dearance 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, Xrbla 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. Aryamean 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 (

- 23. By order dtd-21/9/2011 as modified by Order dtd-24/11/2017, SRA has sanctioned a sal lay out /sub-division of larger land on the terms and conditions contained in the 2011 undertaking. As per sanctioned Layout area (I) Rehab Plot is adm.approximately 18,412,94 Sq. Mts. (ii) Free Sale Plot is adm. approximately 21,902.21 Sq. Mts.
- 24. Joint Development Agreement dtd-6/2/2018 executed by and between Aryamaan, referred as Developer of the one part and Xrbla, referred as joint Developer of the other part registered under serial No. XRL-5-1717/2018 Aryamaan and Xrbia agreed to Joint construct and complete phase 1 A free Sale Rulldings, being free Sale, Building No. 12 and Wing Cand Wing O of Free Sale Building No. 23 at or for the consideration and on the terms and conditions contained therein.
- 25. Subsequently the Power of Attorney dtd-6/2/2018 was executed by Aryamaan in layour of and Xrbis, registered under serial No. KRL-5-1718/2018.
- 26. Indenture of Moregage dtd-12/6/2018 between Aryamaan, and Xrbia, referred as Mortgagor 1' Mr. Rahul Nahar referred as Mortgagor 2' Xrbia, Mortgagor 3' in favour of Vistra ITCL (India) Limited as Security Trustee registered under serial No. KRL-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 rum Charge dtd-2/11/2018 between Aryamaan, referred as Borrower In Favour of IDBI Trusteeship Services Limited as Security Trustee registered under serial No. KR1-1-13140/2016 In consideration of Indusind Sank Umited, as Original Lender agreed to grant a various credit facilities up to a maximum principal amo 150 00 00.000/- Arvamaan, 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 SRA 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 S2% and Aryamaan &Xrbia 46% in respect of Phase IA Development of a portion phase-1 Plot being an area adm. 4,15,583 Sq. Mts. (proposed RERA carpet area) and by construction thereon Free Sale Building No. 12, Inclusive of Wing A and B and known as Chembur Central IVY and Free Sale Building No. 13 Inclusive Wing C and D tnown as Chembur Central Orchid C and Chembur Central Orchid D and Phase 1 8 Development of a portion of Free Sale Phase-1 Plot being an adm. 2,32,2905q. Sq. Ft. (proposed RERA carpet area) by construction thereon Free Sale Soliding.
- 34. Power of Attorney dated 15/2/2021, registered with the Office of the Sub-Registrar of Assurances at Kurla, under Serial np. 1851 of 2021 executed by the ARYAMAAN in favour of tat:
- 35. Power of Attorney dated 15/2/2021, registered with the Office of the Sub-Registrar of Assurances at Kuria, under Serial no. 1849 of 2021 executed by the XRBIA in favour of LET.

The title of LET 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 23" November, 2019.

Date: 4/9/2021

Date- 4/9/7021

riv Free Sale Plot of Phase IA & Phase IB ("Free Sale Plot Phase !") adm. 10725.48 Sq. Mtrs. and forming part of all that piece and parcel of lands admeasuring approximately 70,554.42 cq. meters situate at lying and being at of Vitings Ghathoper, Mambal-400077 bearing CTS, No. 154 B (part), Vidage Ghathoper, Taluka Kurla, registration Sub-District of Ruris, District and registration District of Mumbal Suburban and breer olds bounded as follows:

On or towards the East t SAA Project being developed by Heelan Reahors
On or towards the Worst t Rajou House
On or towards the South t Santan Egyrtstevely Highway
Rising City Project

As per your Instruction 1 here taken bearth in respect of abovementaried property at the effice of Sub-register. Sendra and Kurfa. Icon 1992 to 2021 (50, years). (here found the followings ouring the period of Search.

1991-2001-на (5РП)

2002-2009-84

2011-2017-40

2018-Entry

nt Agreement did-6/2/2018 assouted by and between Arya rioper of the one part and Krois, referred to Joint Developer of the other part logistered under serial No. RRL-5-1717/2018 Aryaman and Arbit agreed to John construct and complete phase 1 A Free Sale Building & being Free Sale Building Mo. 12 and Wing C and Wing O of Free Sale Building No. 13 et or for the consideration and on the terms and conditi

Subsequently the Power of Altomey did-6/2/2018 was executed by Aryamana in favour of and Arbia, registered under serial No. RRL-\$-1718/2018.

Indenture of Mortgage dtd-12/6/2018 between Arysmakin, and XVbls, referred as Mortgagor L' Mr. Rabul Nahur Inferred in Mortgagor Z' Xchia, Mortgagor X' in Favour of Visita ITCL [India) Limited as Security Trustec regulared under serial No. Edit-1-7055/2018 LET Infrastructure: Finance Company Umited, as the Original Lamber had spreed to grant a term ion facility to the extent of Rs. 280,00,00,000/-

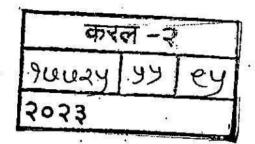
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a various credit facility footo a construin principal enfount 150,000,000 sgread to g Aryamaan, a 2019-2020-4 2021-fetre Joint Devi LAT . serial no. KRI.5-1847/2021, LET secured the S2N and Aryanuan. B Xrola of the company of a portion plasses Mor being so area adm. proposed ALAA carpeteres) and by construction they on San Assets. 45% in res carper area) and by construction thereon for a fall of the state of th No. 12. Inches 15 Includes Wing C and D known as Chember Cantral Drahld C and Chembur Cantral Cronte D and Mass 1 9 Development of a pontion of free Sale Phase-1 Mot being an adm. 2,32,290 Sq.

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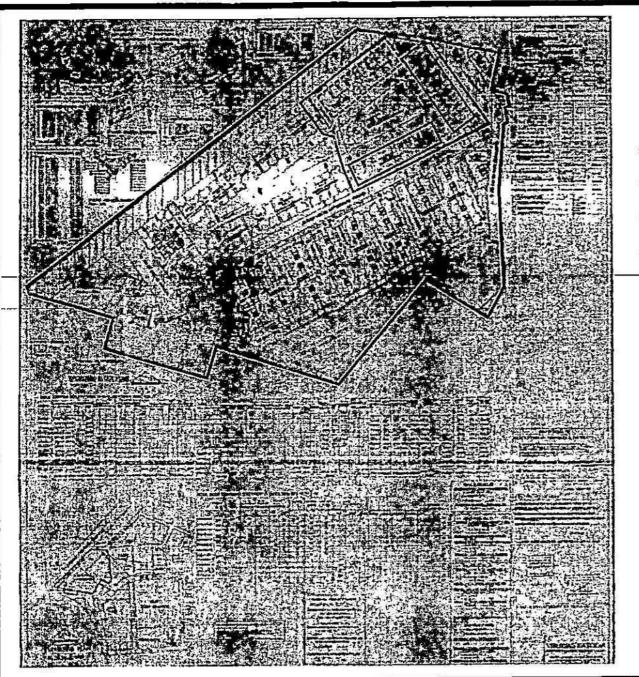
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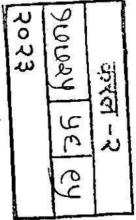




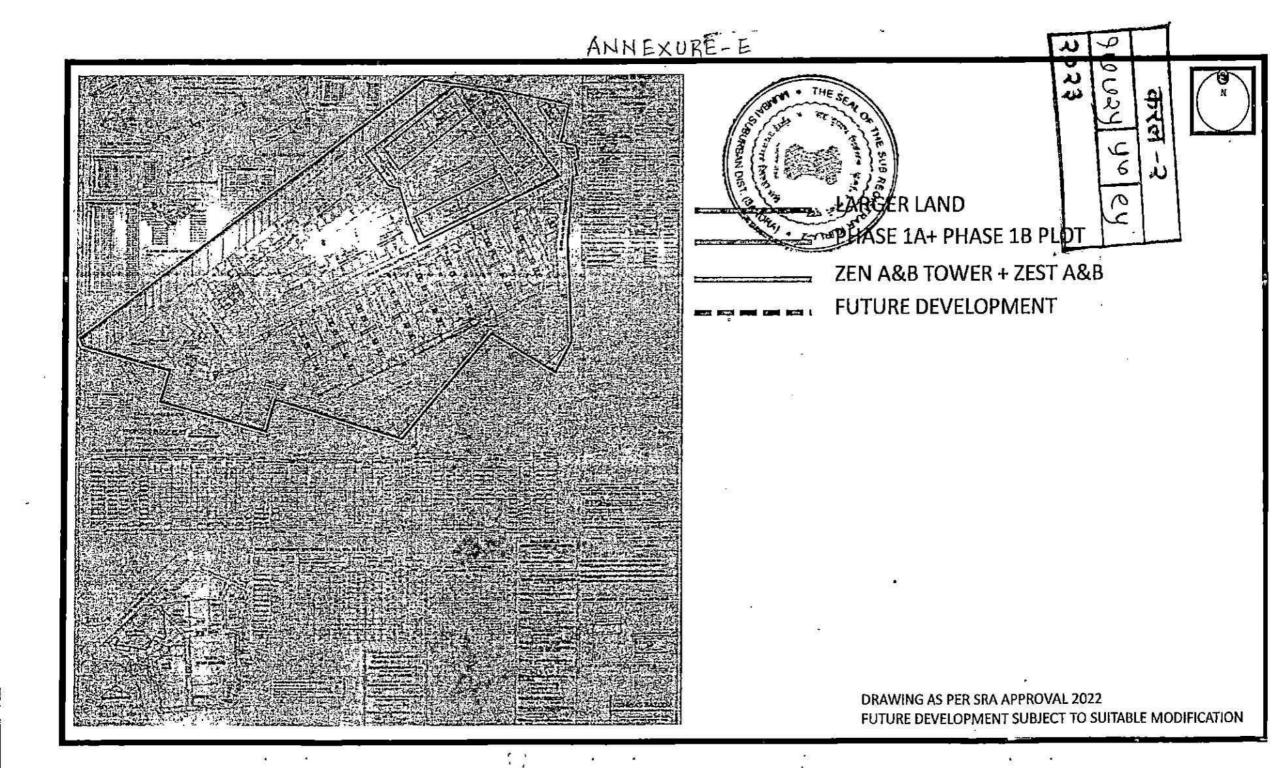


LARGER LAND
PHASE 1A+ PHASE 1B PLOT
PHASE 1A
PHASE 1B





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





करल -२ १७७२५ ५८ ९५

Maharashtra Real Estate Regulatory 2012 3ty

REGISTRATION CERTIFICATE OF PROJECT

[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:

- 1. L&T Asian Realty Project Lip having its registered office / principal place of business at *Tehsil: Mumbai City, 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 allottee or the association of the
    allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate
    (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates
    of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be
    maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose
    as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
    - 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.

EN SLOURBAN DIS

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

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

# ANNEXURE- G

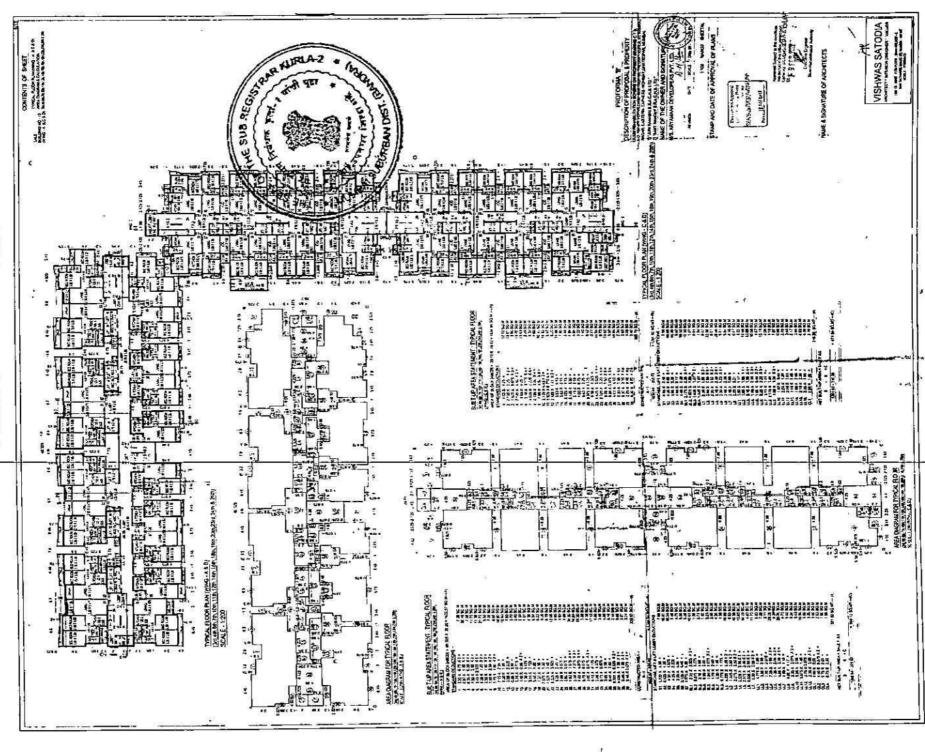


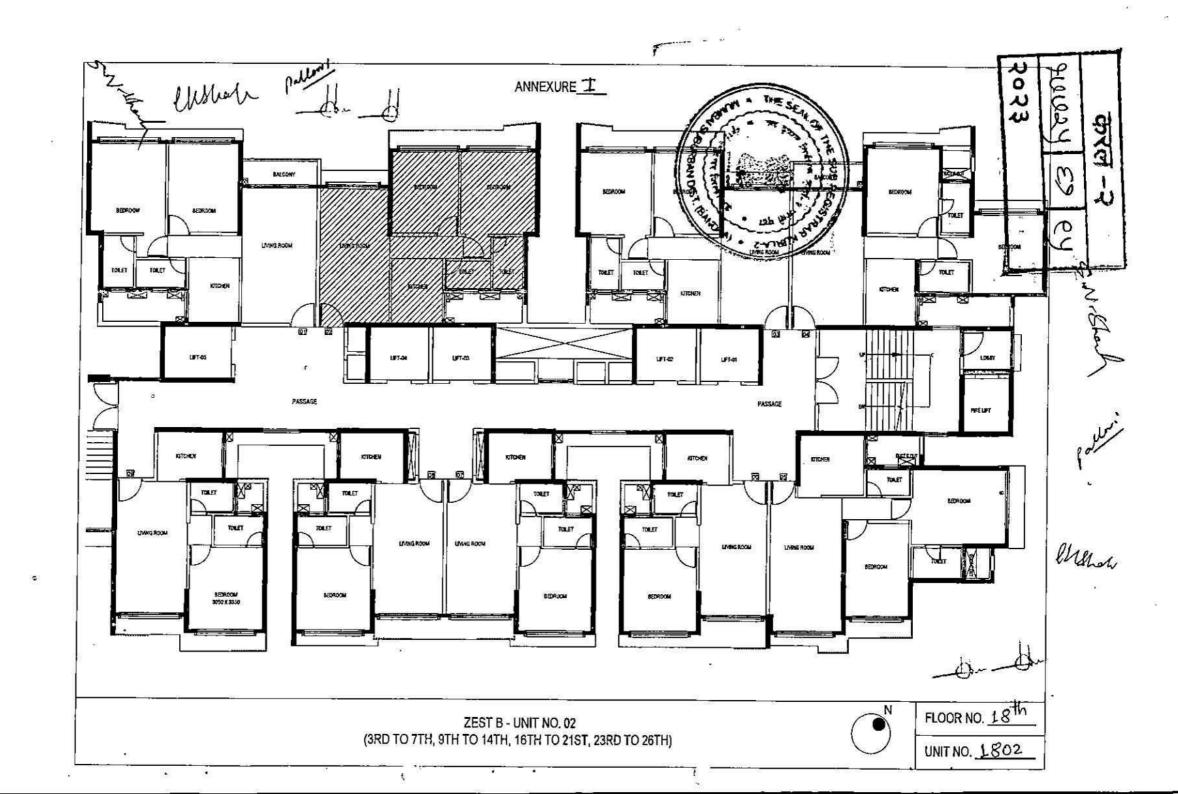
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Annexure - H





SLUM REHABILITATION AUTFORTY
Administrative Building, Anant Kanekar Marg, Bandra Pach, Mulhbal

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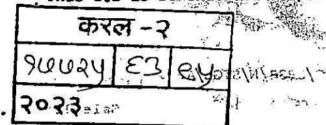
III

Executive Engineer (SRA)

FOR CHIEF EXECUTIVE OFFICER (SLIJM REHABILITATION AUTHORITY)

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A") No. SRA/ENG/3838/N/STGL/AP 3-1 MAY 2017 COMMENCEMENT CERTIFICAT Sale Bldg No. 13 M/s Aryaman Developers Pvt.Ltd. 1. Hotal. Zaver Road. Mumbai- 400 080. Sir. 200 With reference to your application No. Permission and grant of Commencement Certificate under section A Commencement Marashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot No. Eastern Express Highway, Ghatkoper, Mumbai- 400 077. Ghatkoper of vilage T.P.S. No. \* N\* Situated at For "Sant Namdeos SRA CHS & Juni Ramabai ward\_ 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/LOW dt2/4/10 & 9/1/17 dt 24/01/2017. IDA U/R No. SRA/ENG/3838/N/STGL/AP and on following conditions. The land vacated in consequence of endorsement of the setback line/road widening line shall form part 1: 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. 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. This Certificate is liable to be revoked by the C.E.O. (SRA) if :-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. 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 complied with. 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. SHRI. S.D. MAHAJAN. The C.E.O. (SRA) has appointed\_ Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the sald Act. Plinth C.C With 2 Level Basement of This C.C. is granted for work up to Sale Bldg No. 13. For and on behalf of Local Authority The Slum Rehabilitation Authority

This C.C is re-endorsed as per approved amended plans dated 1B/01/2021



Executive Engineer Sium Rehabilitation Authority

SRA/ENG/3838/N/STGL/AP

SRA/EN3/3838/N/SIGE/TO THE THE STATE OF THE 09/02/2022 of sale building No- 13.

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Executive Engineer Slum Rehabilitation Authority

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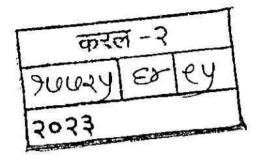
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#### **GOVERNMENT OF INDIA**

#### MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

[Refer Rule 20 of the LLP Rules, 2009]

FRESH CERTIFICATE OF INCORPORATION CONSEQUENT UPON CHANGE OF



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 signed by DS MINISTRY OF CORPORATE AFFAIRS 10 Date:Frt Apr 20 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

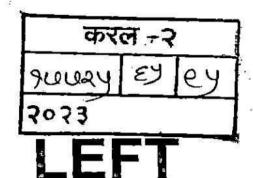


Central Registration Centre

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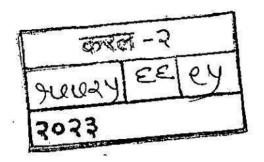
L&T Avenue Realty LLP

L&T HOUSE BALLARD ESTATE, , NA, MUMBAI, Mumbal 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 16<sup>TH</sup> 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 Maharashtra at Mumbai."

For L&T ASIAN REALTY PROJECT LLP

(U. C, PATH)
DESIGNATED PARTNER
DIN: 05181797

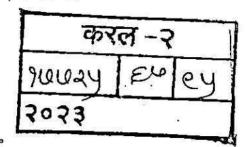
Date: March 14, 2023



Alex

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

Registered Office: L&T House, N. M. Marg Ballard Estate Murnbal - 400 001, INDIA



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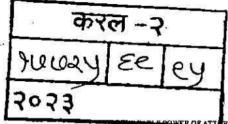
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TO ALL TO WHOM THESE PRESENTS SHALL COME, We Are Private Limited, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013 having its registered office at Near Transit Comp. Eastern Express Highway, Ghatkoper East, Kamraj Nagar, Mumbai 400 077, SEND GREETINGS.

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 the the lands admeasuring approximately 70,554.42 sq. meters bearing C. S Nos. 194 (Part) and ax per the Mora Plan dated 4th June, 2013 issued by City Survey Officer, the san or has been confirmed as C. S Nos. 194 B (Part), situate, lying and being at of Village Ghauters February 400077, more particularly described in the First Schedule hereunder february hereinstructures referred to as "Larger Land"), which has been approved and sanction and which is affected by various reservations and was fully energ

The slum dwellers occupying the slums, being desirous of developing ed themselves into two (2) societies being Juni Ramabei Co-operative Housing Society and Sant Namdeo Co-operative Housing Society ("Slum Societies"), and passed t s and executed requisite docum ents in our favour for assigning and granting development rights in respect of the Larger Land, Pursuant thereto, we comm ruction after obtaining the requisite permissions/approvals from the sutherity/ies.

nder 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 with Supplementary Agreement dated 6th February, 2018, both executed by and between lves, as the "Developer" of the One Part and Xrbia Chakon Developers Private Limited as the "Joint Developer" of Other Part and hereinafter referred to as "Nirbia" ("Xirbia Joint Development Agreement 7. Aryumaan and Xrhiu agreed to jointly construct and complete the development of the Property being building no. 12 comprising of Wing 'A' and Wing 'B' and building no. 13 comprising of Wing 'C' and Wing 'D' (as defined in the Xrbis Joint il), at or for the consideration and on the terms and conditions as Development Agreen d by us to Xrbia by and under a l'on

STATE OF THE PARTY T. W. are failed Estate sample of the recipient of through any of its partners. Details tank, ing and to the strings, or banefathers everally, to be our judged lawful attorpage 30 or canalter relies to us, in our name, and/or in its their name/s, and for and no our behalf, and to exercise all or any of the matters and things, and to exercise all or any of the local Development Agreement,

all or any of the following acts, deeds, matters and things, and to exercise all or any of the following powers, authorities and discretions in terms of the Joint Development Agree

(1). To correspond and deal with and/or to appear and represent us before all concerned ment, semi-government, local and public bodies and authorities, including the SRA, if red, in all matters and work, and to procure, apply for and obtain from them all necessary s, sunctions, approvals, exemptions, cicarances, orders and no objection certificates for and in respect of Phase-I Development/Free Sale Development, the development of the Phase-I Development/Free Sale Development and acquisition, utilisation and consumption of the Aggregate Development Potential (as defined and described in the Joint Develo execute and to fulfill and comply with all the terms and conditions thereof an important of the development of Phase-I Development/Free Sale Development of Phase-I Development/Free Sale Development of the sale in respect of the development of Phase-I Development/Free Sale Developing (if required) all applications, statements, forms, affidavits, declar nities and other necessary papers, documents and writings, and su concerned authorities, and generally to do and perform all necessary acts things as may be required by the Attorney/s to fully and effectually to of the Phase-I Development/Free Sale Development as aforesaid.

To make, sign, execute, submit, address, and register (if sequ forms, declarations, documents, undertakings, papers, writings, indemnity bonds, letters, as, 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, Mumbai Airport, and the Airports Authority of India, the International Civil Avintion Organization ("ICAO")), or the State Government of shtra (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 Planning Act, 1966, the SRA, Municipal Corporation of Orester Mumbel ("MCGM") and all the concerned offices and departments of the MCGM, MHADA, the Town Planning Authorities, the Chief Fire Officer cerned Fire Brigade Authorities, the Maharaahtra State Electricity Board, Adam Electricity Mumbai Limited, Tala Power Limited, Bombay Suburban Electric Supply, the Mahanagar Telephone Nigaro Limited (hereinafter referred to as "MINL"), the Competent Authority or Authorities under the Urban Land (Ceiling and Regulations) Act. 1976 (since

(3). repealed). Collectors of Land Revenue and Assessors and Collectors of Municipal Rates and Taxes. Commissioner of Police, the Pollution Control Seats. Environmental and

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Dof Allarmy detect Res ry, 2018 registered with the Office of Sub Registrar of Assurance 202 ander Schal no. KRL-50718 of 2018, to effectively discharge the terms and co er of Xrbia Joint Development Agreement which now stands revoked by and under a Deed of Revocation dated 15 2 20 2 1 registered v
Assurances under Serial no. 3201.01.5 2 202. \_ registered with the Office of Sub Registrar of

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By a Joint Development Agreement dated 25 1 2001, entered into between 15 2021 (hereinafter referred to as the "Joint Development Agreen ng with Xibia, jointly granted exclusive rights and entitlements to develop Phase IA Free Sale Buildings (as defined in the Joint Development Agreement and herein as "Phase (A Free Sale Buildings"), 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 Sale Buildings"), over a portion of the Larger Land admeasuring 10,735.48 square meters n on the plan hereto assected as Assecture I hatched by Red colour wash (hereinafter Discovery and "Land") for consideration and on the terms and conditions as contained

nice and in terms of the Joint Development Agrees ent, and on the execu d upon the said Land and commenced the development thereof.

of Let That enjoyed upon the said Land and commenced the development thereof.

If you refine of the Joint Development Agreement, we have agreed to execute in favour of able power of atterney 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 herein as "Phase I Development/Free Sale Development", 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 stamp duty prescribed under Article 5(g-a)(i) of Schedule-I to the Maharashtra Stamp Act. 1958, and accordingly, this Power of Attorney has been duly stamped with fixed stamp duly of Rs. 5004 (Rupces Five Hundred Unity) in secondance with Article 48(g) of Schedule-I to shire Stemp Act. 1958

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETTI ON WE ARE Developers Private Limited, a company incorporated and registered under the provisions of nics Act, 1956, and existing under the Companies Act, 2013, having its registered office at Near Transit Comp. Eastern Express Highway, Ghatkopur East, Kamraj Nagar, Mumbu 400 077, do hereby nominate, constitute and appoint the said L&T Asian Realty Project L.I.P. a limited liability partnership formed and registered under the Limited Liability membro Act, 2008, having its regimered office at L&T House, Ballard Estate, N.M. Joshi

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logically destrictes, the City Survey & Land Records Authorities. Utility service provider and an other development pulnorises, and/or any other government, aomi-government, and TO THE AUGUS - or tocal or public body or bodies (hereinsfier collectively referred to is the "Authorities"] whatsoover as may be necessary to carry our and for implement any of

To prepare, sign and submit to the SRA, and all concerned officers and depart of SRA, the MCGM and the Authorities, building plans, layout plans, sub-division plans, amaigamation plans, and other plans, drawings, designs and specifications for and in respect of the development the Phase-1 Development/Free Sale Development as aforesaid and to have ne approved and sanctioned, and perform all acts, deeds, matters and things in ection therewith, as may be deemed fit and proper by the Attorney in accordance with the Joint Development Agreement, and to apply to the SRA, MCGM and/or other concerned authors to the Control of the Internation's of Approval. Commencement Certificate, Occupancy, and Supplying Commencement Certificates which the property of the Commencement, and such other certificates and no objection certificates which the industry for commencing, carrying out and campleting the development of the tright. Development of oils thereof and/or the building/s constructed thereon.

the deposit, and other and the required, with the SRA, MCDM, Civil Aviasion and another any other authority in connection with any of the aforesaid 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 Joins Development Agreement). surveyed by the City Survey & Land Recurds Authorities, the MCGM, and/or other concerned prines, and to get demarcated and certify the boundaries and areas thereof, and also of the portion's of the Free Sale Plot which may now or hereafter be notified for, designated as. and/or affected by any set-back, reservation, acquisition, and/or requestion, as also 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 MCGM and all other Authorities

To surrender, hand over and/or transfer to the MCGM, the Collector, and/or any other Authority concerned, the portions of the Free Sale Plot (as defined and described in the Joint Development Agreement) which may now or hereafter be notified for, designated as. untifor affected by any act-back, reservation, acquisition, requisition, and/or ar whether under the sanctioned Development Plan of Greater Mumbal, or otherwise howsover. reupon to carry out and effect the necessary amendments and mutations in the records of the aforesaid authorities and the Ciry Survey & Land Records Authorities, and to apply for and obtain from the MCGM, the Collector, and/or such other Authorities, the compe and solutium in fieu thereof, whether by way of money, con

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development rights, transferable development rights and/or any and/or otherwise howsoever, and to utilise, appropriate and करल - ५

uction upon and development of the Free Sale Plot (as TOZAM described in the Development Agreement), and deal with the same, as may be legally permissible. For Joint Development Agreement), and deal with the same, as mand with and appear and repre the purposes hereof to deal, correspo cities concerned, including the MCOM, the Collector and the City Survey Records Authorities, and to sign, execute, register, submit and file all necessary appli objections, claims, forms, statements, declarations, affidavits, agreements, nities, plans, pleadings, proceedings and other documents, papers and ever, and to do and perform all other necessary acts, deeds, things and matters

(8). To deal, correspond with, and to appear and represent us before the Collector a Revenue Authorities, the MCGM and SRA in and perors an asset a Taxes, Utiling officers, including the Assessor & Collector of Municipal Rates & Taxes, Utiling providers and all other Authorities concerned, in respect of, and to pay and discontinuous and other assessments and other assessments. Revenue Authorities, the MCGM and SRA in and before all its concerned departm all other charges, levies, dues, payments and outgoings whatsoever, pres or which may hereafter become due and payable, in respect of or on acc Plot, and to apply for and obtain reduction in and/or refund of the am correspond with, and to appear and represent us before the Authorities, bodie the purpose of determining, fixing, revising undfor reviewing the ratable, capital, as value/s of the Free Sale Plot, and the rents, rates, taxes, ceases, N. A. aswess assessments, land revenue, and all other charges, levies, duca, payments and or sucver payable now or hereafter in respect thereof. To make, sign, execute, regi file all necessary letters, forms, undertakings, declarations, affidavits, in ons, petitions, complaints, applications, and other documents, pleading writings, and to arrive at any arrangements, compromises or settlements with the co Authorities in respect thereof, and if the Attorney so deems fit and proper, then to dichallenge any values, rates, rents, utility services, taxes, cesses, N. A. assessments of other assessments, land revenue and all other charges, levies, dues, payments and ou ever, which may be lixed, determ ned, charged, levied, and/or imposed, or pr ight to be fixed, determined, charged, levied, and/or imposed, by any of such Au To apply for and/or have suspended or disconnected any or all service an as installed in respect of the Free Sale Plot or any part's thereof, including ater. electricity, gas and telephone connections, and for such purposes, to do, execute and all neversary acts, deeds, things and matters, including to sign, execute and submit to the MCGM, Adani Electricity Mumbai Limited, Tata Power Limited and/or any other or electricity and power providers, MTNI, and/or any other concerned telepho ions services providers, Mahurugar Gas Limited, and all other co service and utility providers and suppliers and Authorities, All necessary applicat nities, undertakings, affidavits, declarations, docu-



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(13). To do and perform all acts, deeds, maners and things ervation of the Free Sale Plot, and for securing and sufer BAR the Free Sale Plot including (but not limited to): (i) appointing and engaging security guards in respec and/or by installing security equipment, (ii) by strengthening, conting the boundary walls and fences thereof, (iii) effecting insurance in resp tofthe building, in such manner as the Attorney may deem fit and proper, and, (iv) to remo and/or have removed encroachments (if any) from any partion of the Free Sale Plot and Ph l land. es, to deal with, correspond with and represent us before and to and for such purpo ams (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 requir discretion of the Attorney;

(14). To ask, demand, sue for, recover and receive of and from all persons, claims, dues and all other sams of money whatsvever and howseever payable on the sams of money whatsvever and howseever payable on to become owing and ect of the Free Sale Plot, and/or the buildings to be consti thereof, and to sign, execute and past receipts and discharges for and

(15). For the purposes hereof, and/or in respect of, and/or in o things relating to the Free Sale Plot, and/or the construction and develop thereupon, including for the purposes of recovery or enforcement of any debt, sumright, title, benefit, interest, property, claim, and/or demand whatsoever, now o payable, or to become owing, due or payable, in any manner, by any person/s, by or on may account whatsoever, in respect of the Free Sale Plot, and/or the const development to be effected upon the Free Sale Plot, to accept service of any writ. or other legal process or notice, and to issue acknowledgements for and to reply to ence, institute, prosecute, conduct, continue, resist, uppose and defer all milts, actions, complaints, petitions, and/or other legal, judicial and que dicini ceedings whatsoever including the Pending Proceedings and Future Proceedings defined in the Joint Development Agreement), and by or against any person/s wh pever. including the Authorities and for these purposes, to appear before and to represent als, administrative and quasi-judicial bodies and authorities what revenue and criminal) and all officers whomsoever, including before all auth es and officers of or under the Authorities, and such suits, actions, complaints, octific end/or proceedings to refer to arbitration, withdraw, settle, compromise, adjust, comp nit to judgment/execution, discontinue or become non-suited thereis, and also dings, including proceedings in execution, attachment, distri otherwise in pursuance of any decrees, orders, awards or otherwise, for the purpo therwise, and to appoint, engage and/or retain, on such terms and o mey shall think fit, advocates, solicit



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sub-lease, licence or otherwise) or otherwise, to the o ng, but not fimited to, Adani 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 on the same is/are constructed and installed, in such manner and on such terms, one, covenants and provisions as may be required by or agreed upon by the Attorney, finate, vary, and/or amend any agreements, dends and for the surpose occurrence. Proceedings of children electricity of es, to cancel, term nitings which may have been executed heretofore in respect of any cighting execution, solumnation/s or distribution kinsk/s on the Free Sale Plot, and to sign, peculic gentlesser (st. ordured) and submit all necessary applications, forms, statements. davlış: dociarası undertakings, indemnities, agreements, sub-lease, and/or licence Tungets, and divergences, documents, instruments and writings, and to pay all necessary ary urts, deeds, things and matters.

(11). To deal and correspond with, and represent us before, any owners or necepiers of adjoining lands or properties, in relation to any joint or common covenants affecting the Free Sale Plot and such adjoining lands and properties.

(II). To enter into any arrangements, agreements or understandings with the ow occupiers of any other mijoining or neighbouring lands and properties, including in respect of boundary walls of the Free Sale Plot, if any, owned by and/or shared with such owners and occupiers, including the demolition, repairs or re-construction thereof, and/or for acquiring such or rights and/or easements, in, through, over und/or in respect of adjoining und/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 Auomey may think fit and proper but hout 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 essary acts, deeds, things and matters, including to enter into, sign, seal, execute and register (if required) all necessary agreements, deeds, documents, instr



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naments there are specific charts from verify, declare, deliver and file ull mas, authorizations, warrants, plaints, complaints, writ es. Vakalate netitions, review, reference and revision applications and petitions, and all other petitions and en, defences, written statements, appeals, undertakings, pleadings, applications, neti is, accounts, declarations, affidavits, consent terms and other documents, papers and ngs whatsoever, as the Astorney shall think fix and proper. It is hereby clarified that all never the Attorney are authorised and empowered to do, execute and perform by virtue of the powers, authorities and discretions bereinshove 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 appeals and/or ther proceedings and matters arising therefrom and/or consequent thereto and/or related reto, that are or may be filed/initiated by third parties against any of the Author including the SRA, the Government and State of Maharashtra and MCGM, in respect of the The maintained by the Free Sale Plot and/or the development the first state of the Free Sale Plot and/or the Free Sale Plot and/or the Green the Free Sale Plot and/or the development thereof, may be hindered and/or the first whatsoever, and (ii) occurrents/normals/or the first whatsoever, and (ii) occurrents/normals/ mer whatsoever, and, (ii) occupants/encroschments (if any), on or affecting and those I land; Feed Sale Plot pr

sary steps for the formation and registration of the Societies and for which to sing and execute all necessary applications, papers, writings, instrudocuments, and make representations before all concerned Governmental Authorities as and on occessary and required;

(17). To deal with and pay the brokerage costs and charges in respect of the units constructed in Physic-IB Free Sale Development (as defined and described in the Joint Development Agrocment).

sters 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 extent applicable (hereinafter referred to "RERA"), including to prepare all inform documents, records, writings, plans, forms, letters, declarations, agreements for sale etc., to ad, provided and submitted to the concerned Real Entite Regulatory Authority (hereinafter referred to as the "RERA Authority") and to be uploaded on the website of the RERA Authority and to sign and execute all necessary declarations, applications, paper writings, deeds, insumments and documents and to appear and make representations before RERA Authority as and when necessary and req



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allowers and transfer the 30 to Premises (as defined and described in the Joint Devi ₹6 and and described in the Joint Pevel

COXC uted by L&T in respect by L&T of the Age e Premises (as defined and to have the same the terms, conditions charge, collect, receive, and appropriate the sale

ns, charges, taxes and benefits which may be rece in our name, and to hand over and deliver the quiet, vacant, and peacetry explains of the Aggregate Premises (as defined and described in the Joint Devel sports Aggregate and the Car-parking Spaces (as defined and described in the Joint Deve afent Vita to the allonees, purchasers and acquirers thereof, as end when the s purposes, to do, execute and perform all necessary acts, deeds, things Attorney may deem fit and proper in its sole, absolute and unfettered discretion

(20). To cause the lease/sub-lease of the Rehab Plot (as defined and described in the Joint Development Agreement) and/or the Phase - I Free Sale Plot from time to time in accomwith law in favour of the co-operative housing society/ica formed/to be formed by the altottees ascra/sub-lessees 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, nents, writings, instruments, deeds of lease, deeds of sub-lease, deeds of assign ds of transfer, undertakings, indemnities, affidavits, letters, declarations, applications ons, statements, returns, forms, replies and other documents, papers and writings, as may be required to be given by and/or to the Authorities and/or any other person/s, as deemed occessary by the Attorney at its sole discretion and to admit execution of all or any of them before all concerned Offices of the Sub-Registrar of nces and to make payment of all monics, sums, charges, premiums deposits and other nts as may be required in this regard to the SRA and to all other authorities and persons and to apply for and receive refund thereof and to issue and pass effectual receipts and discharges for the same

at the realisting to beginning (21). To compl deed of leaveldeed of sub-SUBJERANDIST CONTRACTOR करल - ५ to be carried out for the therein in respect of the Project(as defined and described 40 Bell Joint Development

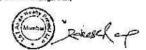
> (27). For the purpose of the Joint Development Agreement, sad/or of these presents, and/or es related, and/or incidental to the same, to make, enter into, endorse, authenticate, execute, sign, seal and deliver, and/or to present and lodge for registration with/before the crited Sub-Registrates of Assurances, and to admit execution of, and to complete the registration of, all letters, plans, forms, applications, agreements, indentures, representations, undertakings, indemnities, declarations, affidavita, receipts, returns, states ces, instruments, deeds, documents and writings whatsoever, including any ents and writings whatsoever which have been or may hereafter be entered into and executed by us with or in favour of the Attorney, or otherwise ho and also to submit the same to the MCGM, and/or any of the other Auth required or deemed fit by the Attorney.

(28). For the purposes of these presents, to engage, retain, employ, and engineers, designers, surveyors, advocates, solicitors, accountants, con consultants, professionals, experts and persons as may be required, an remuneration, costs, charges and expenses

(29). In addition to the power hereby granted, in the event L&T exercises its step-in right as defined in the Joint Development Agreement, then in 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 complete the development of Phase I Land in accordance with Joint Development ment i.e.

- a) To deal and interact with the Aggregate Slum Dwellers (as defined and described in the Joint Development Agreement) and the Stum 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 shum dwellers 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 pad/or Mahs RF.RA and/or any other concerned Authorities in respect of Sevelopment of the Larger Plot;
- c) to sign and execute all documents, deeds, applications, forms, writings, undertakings, indemnities etc. and to submit the same and to deal with and represent us before the SRA und/or Maha RERA und/or other concerned tharities in respect of the development of the Larger Plot;



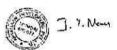


Chippliction and pur ers of the Phase IA Premises and Phase III Premises (as nost with Joint Development Agreement) respectively, as the case may be, rent, utility bills, and all taxes and outgoings as required S COLOCAMORE

- (22). To put up and erect, and/or permit to be put up and erected advertisement and sign ds 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 structed thereon or any part/s thereof, and/or the Free Sale Development, issue affected in any manner, then to comply with the provisions of such statutes, laws, codes, rules. regulations, 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 pplications, tratements, forms, returns and other papers, writings and documents, and to apply for and obtain all necessary approvals, permissions, sanctions, exemptions, orders electronics and no objection certificates and other certificates. id by objection certificates and other certificates in respect of the Free Sale Mot. ent thereof and/or the alienation or disposal thereof or any part/s thereof.

rendering, handing over and transferring any portion's of the Free Sale PLATE ME MCGM, the Collector, and/or any of the other Authorities, and/or if and as may be d by any of th Authorities, and/or as may be required or deemed fit by the Attorney, in whatsoever, to effect, carry out and complete any muta naments in propect of the Free Sale Plot, or any part's thereof, in the records of any of the cerned, 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 us before the Authorities concerned, and to sign, execute, endorse, register (if aired) and submit all letters, applications, forms, plans, declarations, affidavits, representations, undertakings, indomnities, and other papers, documents and writings whatwever, and to pay all necessary fees, premia, deposits, charges and other and

(25). To do and perform all acts, deeds, matters and things, including to execute all documents, deeds and writings, that may be required or necessary for effectuating and implementing the purposes herein mentioned or those incidental or related thereto, and for ting and implementing the terms, conditions and provisions of any agreements. acts, deeds, documents, instruments, assurances and writings whatsoever, entered into 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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e) To deal with and settle all the eligible, ineligible slum dwelfers and all other occupants and hutments, as per Annexure-II on the Rehab Plot (as defined in the Joint Development Agreement), if required. To verify the eligibility and ligibility 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 Develop Agreement), occupants and hutments to a transit accommodation during the development and construction of the Rehab Buildings (as defined and described in the Joint Development Agreement), if required

the above purposes to correspond with and represent us before all persons. ment authorities, the slum rehabilitation authorities and to do, without fimitation, all acts, doeds, matters and things as may be ary and required in respect thereof, in the sole and unfettered discretion of our Attorney, et our tentific rick and fosts in all respects.

Managements granted to LAT under this wer 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 pursuance of the Joint Development Agree and is irrevocable during subsistence of the Junt Development Agreement.

Generally, to do and perform all sets, deeds, matters and things necessary for and/or incidental and/or related to all or any of the purposes aforesaid, and for giving full effect in 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, CONFIRM AND PEGLARET

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

(b). The powers, authorities and discretions hereby given, conferred and granted at be limited or restricted to such acts, deeds, things, tretters and trans expressly mentioned, but the same are intended to expressly mentioned, but the same are intended to expressly or so other acts, deeds, things, matters and transactions not herein precisely or mentioned or defined, which in the course of the development of the expressly mentioned, but the same are intended to extend and shall in all cases extend to all Development/Free Sale Development, and/or in the course of any m relating, incidental, and/or concerning thereto, and/or in the course of a of their rights, interests, und/or benefits under, incidental and/or p Development Agreement, and/ur their powers, authorities and discregranted and conferred, may by the Attorney he deemed to be requisite a done, executed or performed.

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

(d). All the powers, authorities and discretions hereby given and granted to and conferred 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 be at the cost of L&T. L&T shall however be entitled for reimbursement of cost if any, agreed to be paid by Aryamaan or Xrbia as the case may be, under the Joint Development Agree





करल - ५ The Second Schedule Hereinahove Referred To 9 Ly9 36 30 २०२१ (Description of Phase I Sale Plot)

All that piece and parcel of lands approximately admeasures 10,735.48 square meters on which proposed Sale Building no. 12 (comprising of Wing 'A' and Wing 'B') now named as Chembur Central IVY and Sale Building no. 13 (comprising of Wing 'A' to Wing 'D') now named as Chembur Central Orchid forming part of the Larger Land, more particularly described in the Pirst Schedule written hereinabove and shown on the plan hereto annexed as Annexure I hatched by Red colour wash.

Signed And Delivered for and on behalf of the withinna Aryamaan Developera Private Limit by its authorized Director, Mr. Jatin Yogesh in pursuance of resolutions passed at the meeting of its Board of Directors held 16<sup>th</sup> December, 2020,

in the presence of ..

11 shoped Kilken At GICH



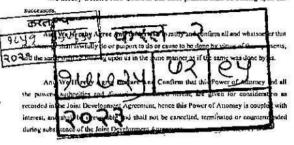




4 Morry 1

DIRECTOR

FOR LAT ASIAN REALTY PROJECT LLP Roles Authorised Signatory We hereby Declare And Confirm that these presents shall be binding upon



IN WITNESS WHEREOF we Arganizate Developers Private Limited, have set respective hands and seals at Mumbai the  $15^{\frac{1}{10}}$  Cab day of 2021.

#### The First Schedule Hereinahove Referred To

(Description of the Larger Land)

All that piece and parcel of lands admeasuring approximately 70.554.42 sq. metres bearing C. S. Noz. 194-B (flart), situate, lying and being at of Village Chatkopar, Mumbai 400077 and bounded as follows:

On or towards the East:

SRA Project being developed by Neelam Realtons

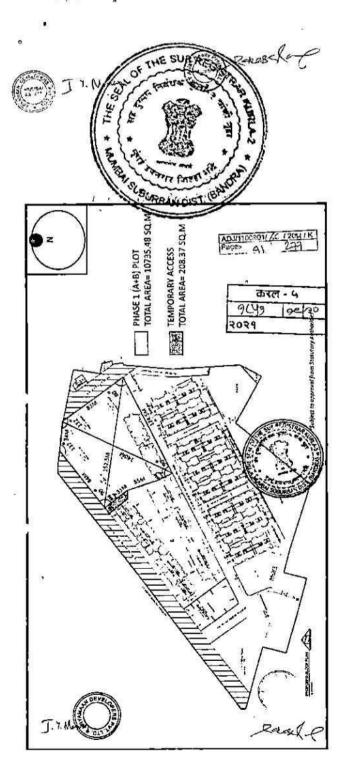
On or towards the West:

Rajput House

On or towards the North

Hastern Expressway Highway and Rising City Project







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## L&T Asian Realty

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DPY OF THE RESOLUTION PASSED BY THE PARTNERS OF LAY PAT THEIR MEETING HELD ON JANUARY 20, 2020	२०२१	1
	1	

EXECUTION AND REGISTRATION OF JOINT DEVELOPMENT AGREEMENT AND OTHER RELATED DOCUMENTS FOR DEVELOPMENT OF A RESIDENTIAL PROJECT AT VILLAGE GHATEGRAR MEMBER.

- (2)
- (3)



Date January 20, 2023

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Agreement and any other relevant documents for the above-mentioned transaction and to do all such acts, deeds, things, matter esc. as may be necessary to give effect to the said resolution.

RESOLVED FURTHER THAT, Mr. Jaun Yogesh Mehta is further authorize to lodge, submit, register and admit the execution of the same before applicable 5ub-Registrar of Assurances, Mumbas and further to take such further steps as is required in order to give effect to the above resolution.

RESOLVED FURTER THAT, a certified copy of the resolution be given to any concerned or interested in the matter."

### //CERTIFIED TO BE A TRUE COPY//

For Aryamaan Developers Private Limited

Darban Nilinkumar Dhami Director DIN: 05125076

Place: Mumbal Date: 16th December, 2020

OF THE SUB RECKS TO Tel: 072-26262229 • E-TO BURBAN DIST. BANKE

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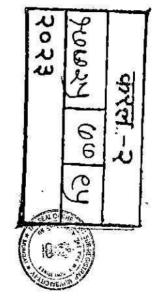
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OW ALL MEN BY THESE PRESENTS that We, (1) Mr. Bharat Rastog! - Joint mts), (3) Mr. Ritesh Ghal – Haad CRM & facility nts), (2) Mr. I

KROWN BE "CENTRONA ZESTA", "CENTRONA ZEST-B", "CENTRONA ZENA",

npany is desirous of sciling / transferring the residential inter premises constructed / being constructed/ to be least to accept the purchasers of transferrers, for which



- To pay necessary fees / charges for the purpose of registration of documentation:
- To collect and receive the original/ certified true copies / provinces and documents, instruments, agreements, writings, etc. executed and registered, from the office of Sub Registers, the Registrach Assurances or any other Officer's.

- There by rathly and confirm that all acts, deeds and things done by our money/s shall be deemed to have been acts. dead a<u>mid Therefor there personally and see undertake to rathly and confirm all the Galactypes</u> or said attorney/s shall do or purport to do or cause to be done/87 of these presents.

IN WITNESS WHEREDS, we have executed this Power of Attornay on This 22 were of Attornay on This 22 were

GRED AND DELIVERED

[1] Sharat Rastogi

loint General Manager - F&A

for Larsen & Toubro Limited

For Larsen & Toubro Limited Senior DGM (F&A)













its on behalf of the said Company.

WHEREAS II Is not possible for us to personally attend the office of Sub-ture of Assurances for the purpose of registration of documents:

ominete, contillute and appoint following persons, having being employed with arsen & Toubro Ltd., having their office at CRM Office, Ground Floor, A. M. Naik fower, L&T Campus, Gate No. 3, Jogeshwarf—Vilthroll Link Apad (JNAN)., Powal. KNOW YOU ALL THESE PRESENTS WITNESSETH that We. ause to be done all or any of the following acts, deeds, matters and things 100 072 and its registered office at L&T House, Ballard Estate, N.M. Ros

19610 1/36 T बवड ि Mr. Chirag Chavda - Deputy Manager rishneshwar Singh - Assistant Manager ndhya Nair – Senior Manager

To lodge and present the documents execute Registrar for Assurances in respect of the said P

Abundilo







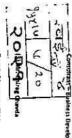


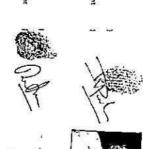
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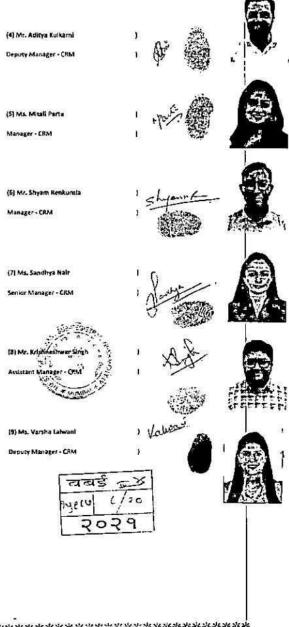
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मी, यह सम्मित काता है कि मीमित द्वीरान भगीदांग भगिनियत 2008 की भारत 12(1) के कार्यक्र आब L&T ASIAN REALTY PROJECT LLP

मेंग हुम्लाइर ते आज 3rd dayof June, Two Tho sand Eleven को दिया गया।

Form 16
[Refer Service 12:1] (b) of the Act|
Certificate of Incorporation

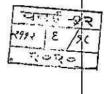
LLP Identity Number : AAA-5055

benetity certify that LAT ASIAN REA; TT 1 (0) Sect CCP 6 in to section (12(1) of the Limited Listuary fund pretty Act 2008

Given under my hand at Deini tha 3id day ut Jupa. Two Thousand Eleven

(Samosh Kumar)

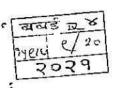
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## D L&T Asian Realty

COPY OF THE RESOLUTION PASSED BY THE PARTNERS OF LAT ASIAN REALTY PROJECT LLP ("LLP") AT THEIR MEETING HELD ON MAY 6, 2021

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

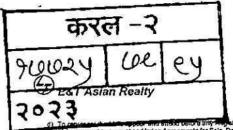
"RESOLVED THAT the approval be end is hereby accorded for Sale and transfer, Residential Premises and any other premises constructed being constructed to be constructed at C. S Nos. 194 8 (Part), shattle, lying and being at Vittage Shattopar, Mumbal 400077 ("the said Project") on the terms and conditions which have been

RESOLVED FURTHER THAT the following officials be and are hereby severally authorized, so long as they remain associated with the L&T Group.

Sr. No	Name	Designation
,	Mr. Bharail Rosiogi	JGM - F&A, L&T Limited
3 -	Mr. Ritesh Ghai	Sr. DGM - F&A L&T Limited  Head - CRM & Facility  Management, L&T Limited
4	Mr. J Hareesh Kurnar	Head - CRM, L&T Limited
5	Mr. Soumik Chakraborty	Head - Marketing
0	ths. Megha Chandratre	Sr. DGM - Architecture

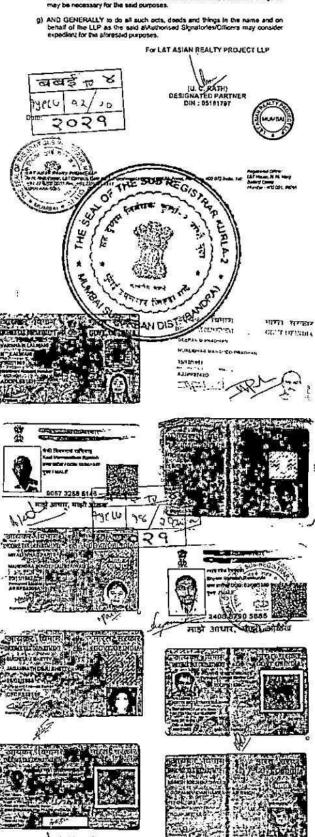
to do or cause to be done, for and on behalf of and in the name of the LLP  $\alpha\alpha$  or any of the following acts, deeds and things:

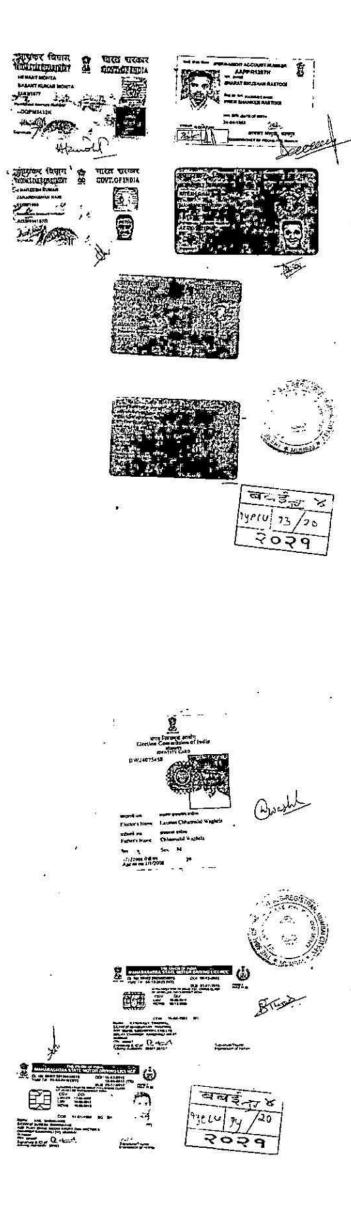
- a) To sign and execute agreements of any description including agreements for sale, sale deed, deed of transfer and such other documents, required to be executed in respect of this premises in the said Project.
- b) To sign and execute all documents anciliary to disd riskings for the completion of transactions mentioned hereinabove including but out problem, when manadum of Understanding, Albument Latters, Posstrasin latters, out in the completion of t
- c) To apply for and obtain all consents, concessions, licences and approvate of any and all nature from any person or stationy exhemiter. Courte in connection with the ternasculors mentioned hereinabove end for more apply district, and affidivities and enter into such agreements and the such updating on the said cerson or stationy exhemits.

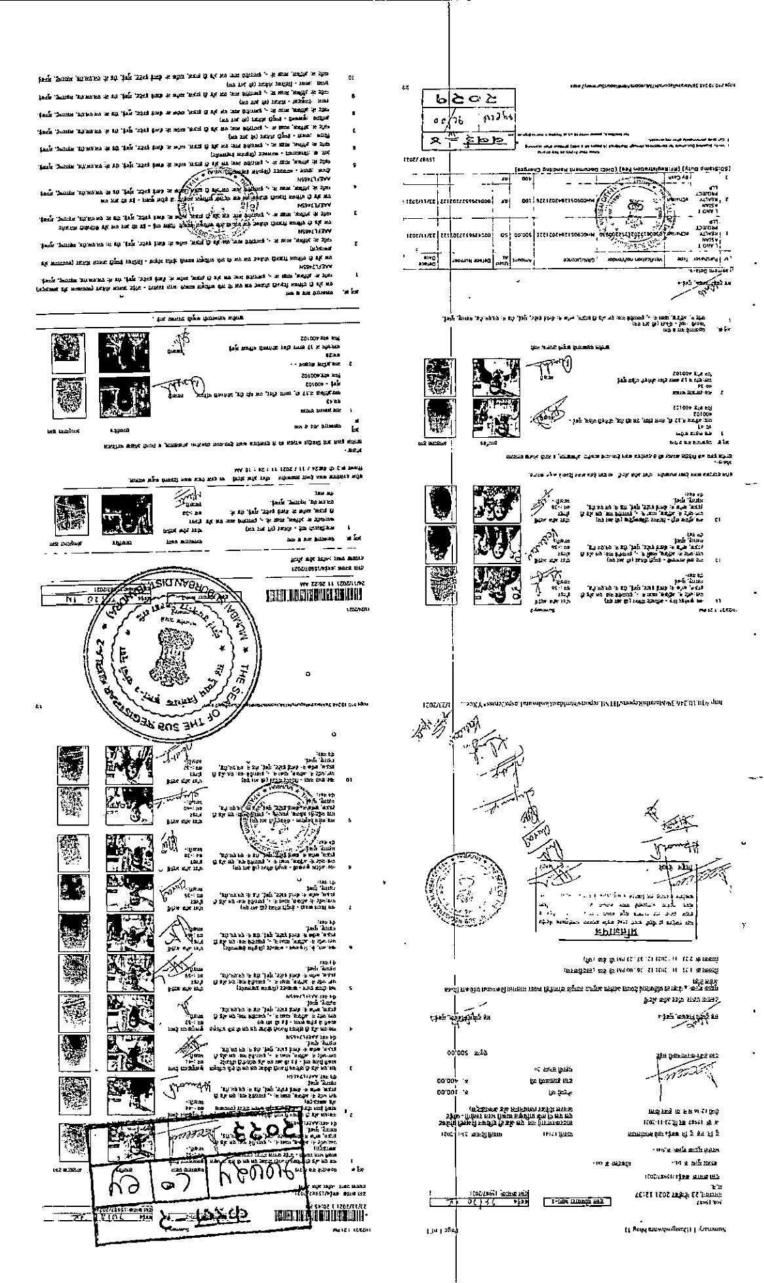


To represent the present and lodge Agreements for Sale, Doed Of Transfer, Sale Dead, or any other deads or documents writings, etc., for registration in fevour of the purchasers' transferses and for this purpose to appear before the Registrar, Sub-Registrar of Assurances to admit execution of the aforesaid documents.

- e) To nominate officers of the LLP or Holding Company / utimate Holding Company, by executing Power of Attorney, for admitting execution of the occumental agreements executed by them, before the concerned Registrer and/or Sub-Registrar of Assurances.
- To appear before vanous authorities whether State or Central and whethor Municipal, Revenue or Judicial or such other local authorities, as the case may be, and to make such applications, undertakings, efficiently, writings, as may be operating in connection with the said regimens.
- g) To make, sign, execute and file applications, viskalatnames, written statements, moording of pleas or any other documents expedient or necessary to be made, signed and executed or to be presented or filed in relation to compliants/Appelais/proceedings concerning file sale Project, for and on behalf of the LLP, before the Maharasantin Roal Estate Regulating Authority, Maliarasantia Roal Estate Appelato Tribunal, Conclusion Forum, District Consumer Oisputes Redessate Forum, State, Consumer Disquite Rodessate Commission, National Company Law Tribunal-Might Court, Supreme Court and such other Courter/Tribunals/Authoritics/Forums and to do such acts, deods and Drings as made to receive the selection of the sel











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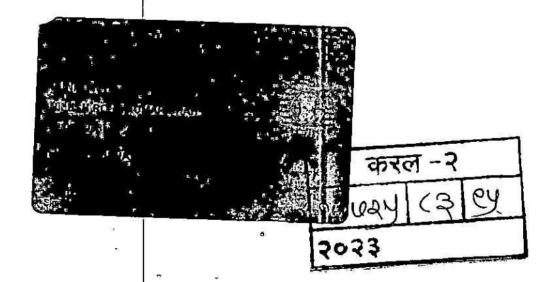
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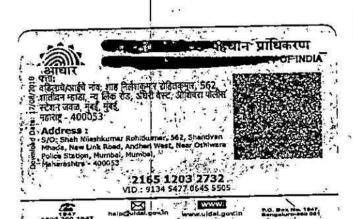




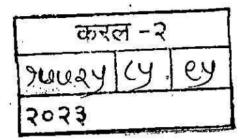
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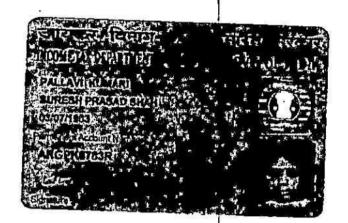
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# भारतः सरकार

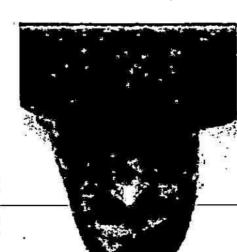
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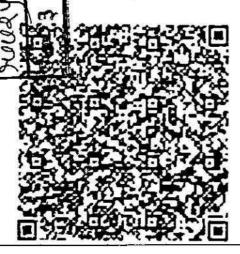
Pallavi Kumari Shah जार हामक् किम्लम

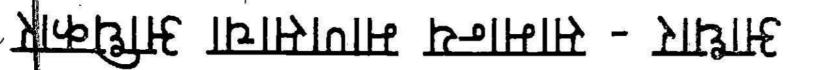
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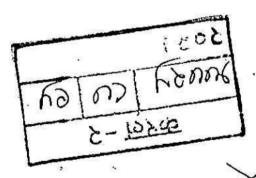






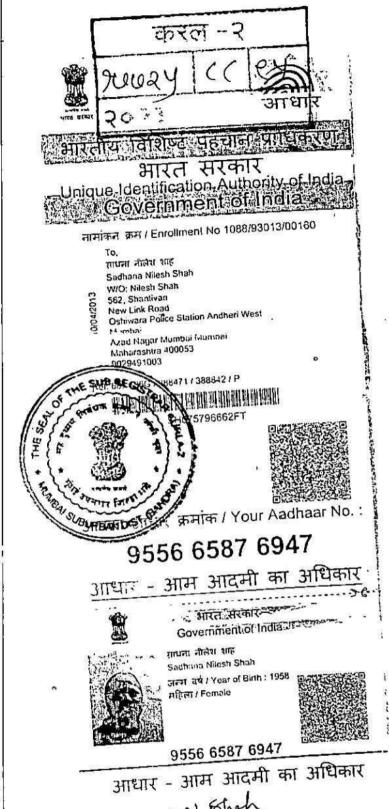




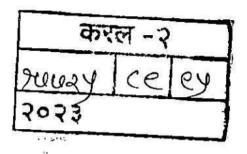








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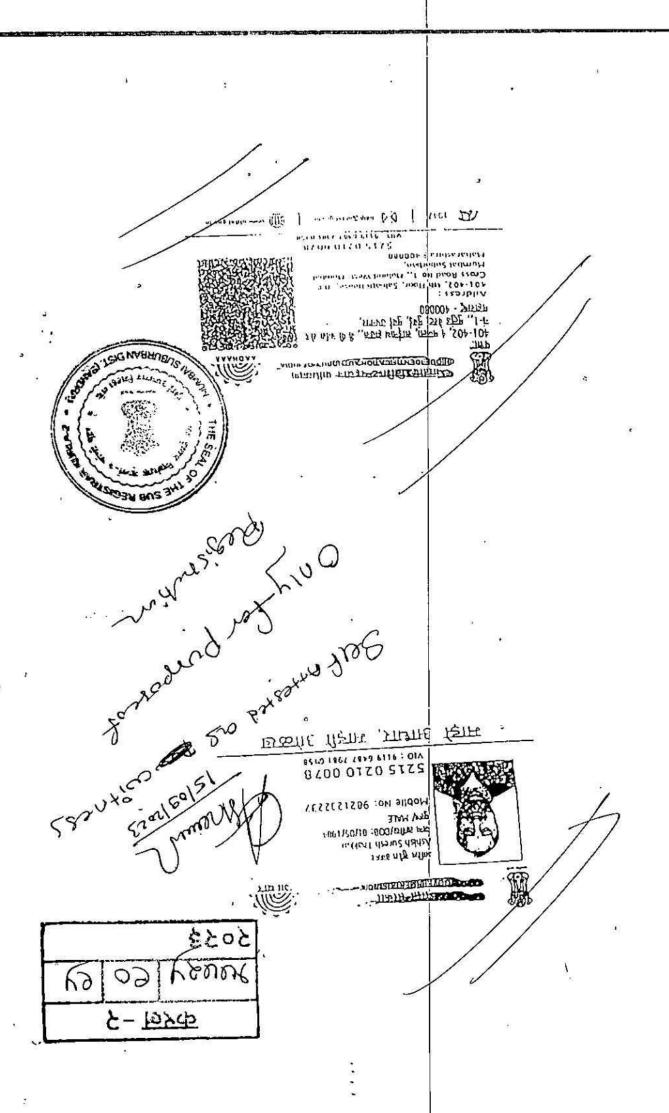


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Receipt of Document Handling Charges

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Received from L AND T AVENUE REALTY LLP (FORMERLY KNOWN AS L AND T ASIAN REALTY PROJECT LLP), Mobile number 9867798744, an amount of Rs.1900/-, towards Document Handling Charges for the Document to be registered on Document No. 17725 dated 15/09/2023 at the Sub Registrar office Joint S.R. Kurla 2 of the District Mumbai Sub-urban District.

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Payment Details

Bank Name	PUNB	Payment Date	14/09/2023
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This is computer generated receipt, hence no signature is required.

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. निग्न तर्रह न्यांग्जर होड कत्प्रीय/स्प्रति/। राजात हिगानर्पक मिंग होता इन्ति | लाउन होता है होता है होता है उन्ह कित .लिहार राइहाकर विप्रविप्त हे कराथ लहुक कंचता कायदेशीर बाबीसाठी खालील दस्त निव्यादक व , तिकार वीडलेख्या काणदपञांची आणि दस्ताची सत्यता, दस्तातील संपूर्ण मजबूर, निव्यादक व्यक्ती साक्षीदार व असलेका तरहतीनुसारच नॉदणीस दाखल केलेला आहे. निकांट ५०१९ क्रियक विश्वति । इ एप्रिकेट इस

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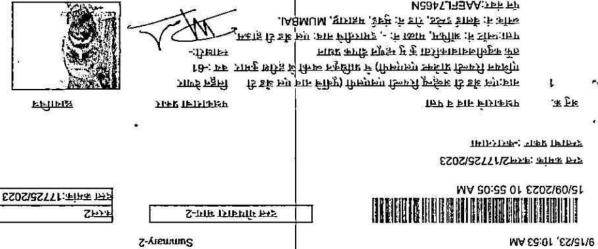
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**ज्ञामद्र १** ।





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वरील दस्ताएं बच करन देणार तथाक्षतीत करारनामा बादस्त एवज क्रन दिल्याचे क्युल करतात.

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

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