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AGREEMENT FOR SALE OF PREMISES

THIS AGREEMENT is made at Mumbai this ____ day of _____,

BETWEEN

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

AND

«**M_1st_name**»«**Name_1**»,«**M_2nd_name**»«**Name_2**»,«**M_3rd_name**»«**Name_3**», having his/her/their address at «**Add1**», hereinafter referred to as "**the Allottee/s**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the coparcenery and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and the heirs, executors and administrators of the last surviving Trustee and his or her assigns and in case of a body corporate/company its successors and permitted assigns) of the **OTHER PART**.

WHEREAS:

- A. The Promoter is the owner of and/or is seized and/or possessed of and/or is otherwise well and sufficiently entitled to all those pieces and parcels of land admeasuring in the aggregate approximately 2,09,076.40 square meters, being Sub-Plot B, which is more particularly described in the **First Schedule** hereunder written and is delineated by red colour boundary line on the plan annexed and marked as **Annexure "1"** hereto ("**the Larger Property**"). The details pertaining to the title of the Promoter to the Real Estate Project (defined below), the pertinent approvals and permissions issued in respect of the Real Estate Project, litigation proceedings (if any) in respect of the Larger Property, covenants (if any) affecting the Larger Property, impediments (if any) attached to the Larger Property, encroachments (if any) on the Larger Property, permission to be obtained which affects the Promoter's title to the Real Estate Project, and mortgages/charges on the Real Estate Project (if any), are elucidated in the Title Certificate dated __, 2023, issued by M/s. IC Legal, Advocates

& Solicitors, copies whereof are annexed and marked as **Annexure "3"** hereto ("Title Certificate").

- B. The details pertaining to the title/rights/entitlement of the Promoter to the Real Estate Project (defined below) is as follows,-
- (i) There are no tenants / occupants on the Real Estate Project (defined below) and the Promoter is in exclusive possession thereof;
 - (ii) There are no illegal encroachments on the Real Estate Project (defined below); and
 - (iii) There is no mortgage or lien or charge on the Real Estate Project (defined below).
- C. The Promoter is entitled to develop the Larger Property by consuming maximum Floor Space Index ("FSI") as more particularly set out in this Agreement and by constructing buildings thereon as mentioned in this Agreement.
- D. The Promoter is undertaking the development of the Larger Property ("**the Whole Project**") in a phase-wise manner as mentioned at Recital E below.
- E. The principal and material aspects of the development of the Whole Project as disclosed by the Promoter are briefly stated below-
- (i) The Whole Project shall be developed in a phase wise manner.
 - (ii) The Promoter proposes to utilize a total FSI of 4 on gross plot area of the Larger Property plus compensatory fungible FSI plus free of FSI areas aggregating up to approximately 13,54,815 square meters plus parking area/s and the amenities ("**Full Development Potential**") in the course of the phase wise development of the Whole Project.
 - (iii) The Promoter has disclosed to the Allottee/s the designated/proposed use of the various buildings/structures/towers/wings on the Larger Property specifying and identifying the Whole Project including *inter alia*, the Real Estate Project (defined below), Elysian Tower A (defined below), Elysian Tower B (defined below), the Exquisite Residential Component (defined below), the Esquire Residential Component (defined below), the Commerz Buildings (defined below), the Commerz III Building (defined below), the Non-Residential Unit/s (defined below), the Non-Residential Component (defined below), the Basements to Podiums Areas in the Whole Project (defined below), the Exclusive Amenities for Elysian Towers D and E (defined below), the Exclusive Amenities for Elysian Towers A, B and C (defined below), Tower Amenities (defined below), the Exclusive Amenities for Exquisite (defined below), the Exclusive Amenities for Esquire (defined below), the Whole Project Included Amenities (defined below), the Exclusive Amenities for the Commerz Buildings (defined below), the Exclusive Amenities for the Commerz III Building, (defined below) the Exclusive Amenities for the Non-Residential Unit/s (defined below), and the Non-Residential Exclusive Amenities (defined below) and

the phase/s in which the Promoter proposes to develop the Whole Project by utilizing the Full Development Potential ("**Approved Layout With Phasing/User Superimposed**" or "**ALPS**") and the layout whereof is annexed to this Agreement as **Annexure "1"**.

- (iv) The Allottee/s has/have also perused copies of the amended layout approval dated 22nd December 2021 bearing reference no. CHE/9107/BPWS/AP/337/4 ("**Approved Layout**") issued by Municipal Corporation of Greater Mumbai ("**MCGM**"), which is annexed to this Agreement as **Annexure "2"**.
- (v) The ALPS annexed as **Annexure "1"** hereto discloses *inter-alia*,-
- (a) The Real Estate Project (defined below);
 - (b) The Promoter is also developing Tower A of Residential Building No. 3 in the Whole Project and has separately registered the said tower as a project with MahaRERA bearing Registration No. P51800027667 along with its common areas, facilities and amenities, and the same is referred to as the "**Elysian Tower A**", which is shown in purple colour wash on the attached ALPS.
 - (c) The Promoter is also developing Tower B of Residential Building No. 3 in the Whole Project and has separately registered the said tower as a project with MahaRERA bearing Registration No. P51800031456 along with its common areas, facilities and amenities, and the same is referred to as the "**Elysian Tower B**", which is shown in green colour wash on the attached ALPS.
 - (d) The Promoter has already constructed a residential building known as "**Exquisite**" being residential building No. 1 consisting of 3 (three) wings and the same is referred to as the "**Exquisite Residential Component**", which is shown in blue colour wash on the attached ALPS. The common areas, facilities and amenities exclusively for the Exquisite Residential Component are hereinafter referred to as "**Exclusive Amenities for Exquisite**" and are more particularly shown in blue colour hatch on the attached ALPS.
 - (e) Further, the Promoter has already constructed a residential building known as "**Esquire**" being residential building No. 2 comprising of towers A, B and C and the same is referred to as the "**Esquire Residential Component**" which is shown in red colour wash on the attached ALPS. The common areas, facilities and amenities exclusively for the Esquire Residential Component are hereinafter referred to as "**Exclusive Amenities for Esquire**" and are more particularly shown in red colour hatch on the attached ALPS.
 - (f) Further, the Promoter has already constructed a hotel cum office building known as "**Commerz**" being commercial building No. 1

comprising of wing 'A' and wing 'B' and commercial building known as "Commerz II", being commercial building No. 2 comprising of wing 'A' along with their respective common areas, facilities and amenities on a portion of the Larger Property and the same shall collectively be referred to as the "Commerz Buildings" and Commerz and Commerz II Building are shown in sky blue colour wash on the attached ALPS. The portion of the Larger Property upon which the Commerz Buildings is/are developed shall hereinafter referred to as the "Commerz Buildings Portion of the Larger Property". The common areas, facilities and amenities on the Commerz Buildings Portion of the Larger Property are hereinafter referred to as "Exclusive Amenities for Commerz Buildings".

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

- (III) Proposed Reservation building (identified as 'proposed education complex' on the attached ALPS) ("**Reservation/Other Users Building**") as permitted in accordance with the provisions of the Development Control Regulations for Greater Mumbai, 1991 as may be amended from time to time and as per the Development Control and Promotion Regulations, 2034 as amended from time to time ("**DCPR 2034**") and proposed to have up to 20 (twenty) upper floors. The Promoter shall be entitled to modify the user of the Reservation/Other Users Building and instead, develop the same for other non-residential or residential users as it deems fit and proper in which case, the Reservation/Other Users Building shall be constructed upto a maximum of 69 upper floors. The Promoter shall be entitled to modify the user of the Reservation/Other Users Building/s from the presently approved 'proposed education complex' to any other non-residential, residential or mixed users in accordance with applicable law. The portion of the Larger Property on which the Reservation/Other Users Building/s is proposed to be developed and as may be designated by the Promoter is "**Reservation/Other Users Building/s Portion of the Larger Property**". The Promoter may provide certain area, facilities and amenities for the Reservation/Other Users Building/s and/or on the Reservation/Other Users Building/s Portion of the Larger Property that shall be exclusive to the users/occupants thereof that are hereinafter referred to as the ("**Exclusive Amenities for the Reservation/Other Users Building/s Portion of the Larger Property**"). The Reservation/Other Users Building/s, the Exclusive Amenities for the Reservation/Other Users Building/s and the Reservation/Other Users Building/s Portion of the Larger Property are hereinafter collectively referred to as "**the Reservation/Other Users Building/s Component**".
- (IV) The Promoter may develop the Exclusive Amenities for Elysian Towers D & E (defined below) on a portion of the Larger Property including the Land Under Further Development and which shall be exclusively made available to and usable by the Allottee/s and other allottees in Tower D and E of the Real Estate Project (save and except for such amenities specified in the **Fourth Schedule-Part B** hereunder written as being made available to all allottees/users/occupants in Elysian and the Reservation/Other Users Building/s Component).
- (V) Apart from the Exclusive Amenities for Elysian Towers D and E (defined below), the Exclusive Amenities for Elysian

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

- (vi) The common areas, facilities and amenities in the Real Estate Project (defined below), Elysian Tower A, Elysian Tower B, the Exquisite Residential Component, the Esquire Residential Component that may be usable by the Allottee/s and other allottee/s in the Real Estate Project (defined below), Elysian Tower A, Elysian Tower B, the Exquisite Residential Component, the Esquire Residential Component on a non-exclusive basis ("**Whole Project Included Amenities**") are listed in the **Fifth Schedule** hereunder written and depicted in the legend on the attached ALPS at **Annexure "1"** hereto.
- (vii) Commerz, Commerz II, Exclusive Amenities for Commerz Buildings and its designated parking, Commerz III Building, Exclusive Amenities for Commerz III Building and its designated parking, Non-Residential Unit/s, Exclusive Amenities for Non-Residential Unit/s, and such other buildings/structures/towers/wings as sanctioned by the competent authorities for non-residential user/s on the Larger Property, are hereinafter collectively referred to as "**the Non-Residential Component**" and the portions of the Larger Property on which the Non-Residential Component is developed, is being developed and shall be developed in future as the Promoter may in its sole discretion deem fit and such areas as may be designated as such by the Promoter are hereinafter collectively referred to as "**the Non-Residential Portions of the Larger Property**". The Promoter may provide common areas, facilities and amenities to the Non-Residential Component and/or on the Non-Residential Portions of the Larger Property that shall be exclusive to the users/occupants thereof ("**Non-Residential Component Exclusive Amenities**"). The Allottee/s and other allottees in the Real Estate Project shall not be entitled to use or access the Non-Residential Component Exclusive Amenities.
- (viii) Residential Building No.3 is presently envisaged to comprise of Tower A, B, C, D and E. Residential Building No.3 comprising of the Real Estate Project, being Towers C, D and E and Elysian Tower A and Elysian Tower

B shall hereinafter collectively be called "Elysian".

- (ix) Elysian Tower A, Elysian Tower B and Tower C of the Real Estate Project shall be provided with certain common areas, facilities and amenities ("**Exclusive Amenities for Elysian Towers A, B and C**") which shall be exclusively made available to and usable by the Allottee/s and other allottees in Elysian Tower A, Elysian Tower B and Tower C of the Real Estate Project (save and except for such amenities specified in the **Fourth Schedule-Part A** hereunder written as being made available to all allottees/users/occupants in Elysian and the Reservation/Other Users Building/s Component). The Exclusive Amenities for Elysian Tower A, Elysian Tower B and Tower C of the Real Estate Project are identified and shown shaded in purple colour hatch on the ALPS.
- (x) Similarly, Towers D and E of the Real Estate Project shall be provided with certain common areas, facilities and amenities ("**Exclusive Amenities for Elysian Towers D and E**") which shall be exclusively made available to and usable by the Allottee/s and other allottees in Tower D and E of the Real Estate Project (save and except for such amenities specified in the **Fourth Schedule-Part B** hereunder written as being made available to all allottees/users/occupants in Elysian and the Reservation/Other Users Building/s Component).
- (xi) The Whole Project/parts thereof shall have upto 6 (six) podium levels, ground level, lower ground level and upto 3 (three) basement levels, in which there shall be car parking areas, service areas, utility areas, amenity areas, Non-Residential Units, or any other areas/spaces/structures, all of the aforesaid for user/s/purposes as the Promoter may deem fit in its sole discretion ("**Basements to Podiums Areas in the Whole Project**"). Certain parts/portions of the Basements to Podiums Areas in the Whole Project shall be comprised in the Real Estate Project, as decided by the Promoter.
- (xii) The Promoter may at its sole discretion (without being obliged to do so), connect the upcoming Metro Station at the Western Express Highway with a foot over-bridge (FOB) to the Larger Property ("**FOB Connection/s**") and may further extend and create accesses/pathways/roadways from such FOB Connection/s through various portions of the Larger Property ("**FOB Accesses/Pathways/Roadways**"). The Promoter shall retain title to the FOB Accesses/Pathways/Roadways and the Allottee/s may be entitled to use the same on a non-exclusive basis, if and when completed and ready on such terms as may be prescribed by the Promoter, MMRDA, MCGM and other statutory authorities. The construction and provision of the FOB Connection/s and the FOB Accesses/Pathways/Roadways shall be undertaken by the Promoter in accordance with the terms and conditions stipulated by MMRDA, MCGM and other statutory authorities from time to time.
- (xiii) The Promoter shall be entitled to designate any spaces/areas in the Non-Residential Component of the Whole Project, the Reservation/Other Users

Building/s Component (including on the terrace, basement levels, lower ground levels, ground levels and podium levels thereof) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc. in the Whole Project/part/s thereof.

- (xiv) The name of the Non-Residential Component, the Reservation/Other Users Building/s Component and any branding/designation of the entire development of the Larger Property / Whole Project (or any part/s thereof) shall be as decided by the Promoter from time to time.
 - (xv) The nature of development of the Larger Property will be phase wise and would constitute a mixture of users as may be permissible under applicable law from time to time.
 - (xvi) The scheme and scale of development proposed to be carried out by the Promoter on the Larger Property shall be in accordance with applicable law as amended from time to time.
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- (xvii) The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Larger Property and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
 - (xviii) The Promoter shall be entitled to confer title of particular tower/wing to the Exquisite Society (defined below), the Esquire Society (defined below), Elysian Tower A Society (defined below), Elysian Tower B Society (defined below) and the Other Real Estate Project Societies (defined below), as mentioned at Clause 10.2 below.
 - (xix) The details of formation of the Apex Body (defined below), and conferment of title upon the Apex Body with respect to a portion of the Larger Property and the Whole Project Included Amenities and, retention of title by the Promoter with respect to the Non-Residential Component, Non-Residential Portions of the Larger Property, the Non-Residential Exclusive Amenities, the Reservation/Other Users Building/s Component, the Basements to Podiums Areas in the Whole Project, the FOB Accesses/Pathways/Roadways, and also, the undivided right, title and interest in the layout R.G. on the Larger Property proportionate to all the aforesaid, is more particularly mentioned at Clause 10 below.

- (xx) The statutory approvals may require the Promoter to hand over certain stipulated percentage of the Larger Property to the concerned authorities or develop the same as public amenity. The Promoter shall determine and identify the portion and location of the Larger Property to be handed over for complying with the terms and conditions of statutory approvals. The portion of the Larger Property left over after handing over the stipulated percentage if any, to the MCGM or statutory authority and/or developing as a public amenity, set back land, reservations and also exclusive of the Non-Residential Component, Non-Residential Portions of the Larger Property, Non Residential Exclusive Amenities, the Reservation/Other Users Building/s Component, the Basements to Podiums Areas in the Whole Project , the FOB Accesses/Pathways/Roadways, and also, the undivided right, title and interest in the layout R.G. on the Larger Property proportionate to all the aforesaid, would be available for transfer to the Apex Body as mentioned at Clause 10.4 below.
 - (xxi) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Property, as provided under the Proviso to Rule 4(4) of the RERA Rules (defined below).
 - (xxii) The Promoter is entitled to amend, modify and/or substitute the plans relating to the Land Earmarked For Further Development, in full or in part, as may be required by the applicable law from time to time.
- F. The Real Estate Project is known as '**Elysian Tower C to E**'. The Real Estate Project constitutes Tower C, Tower D and Tower E of Residential Building No.3 i.e. Elysian.. Towers C, Tower D and Tower E of Elysian are presently being developed as a phase of the Whole Project and is registered as a 'real estate project' ("**the Real Estate Project**") by the Promoter with the Maharashtra Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**") and the other Rules, Regulations, Circulars and Rulings issued thereunder from time to time. The Authority has duly issued the Certificate of Registration No.[●] dated [●] for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as **Annexure "4"** hereto.
- G. The principal and material aspects of the Real Estate Project as being registered with the Authority, are briefly stated below,-
- (i) Towers C, Tower D and Tower E *inter alia* of Residential Building No.3 i.e. Elysian constitutes the Real Estate Project in accordance with the provisions of RERA and the RERA Rules. The Real Estate Project is being constructed and developed upon a portion of the Larger Property and is identified in pink colour wash on the plan annexed and marked as **Annexure "1"** hereto and is more particularly described in the **Second Schedule** hereunder written.

- (ii) The construction and development of Residential Building No.3 i.e. Elysian (which includes *inter alia* the Real Estate Project) is presently sanctioned in the manner stated *inter-alia* in the IOD and CC (both defined below), which shall be amended, modified, revised, varied, changed from time to time by the Promoter, and presently, it is contemplated that the Real Estate Project shall be constructed as more particularly described in the **Second Schedule** hereunder written.
- (iii) The name of the Real Estate Project shall at all times be 'Elysian Tower C to E'.
- (iv) The Real Estate Project is proposed to *inter alia* comprise of apartments, flat/s, premises;
- (v) The details of the FSI that has been sanctioned in the construction and development of the Real Estate Project is more particularly set out in the **Second Schedule** hereunder written.
- (vi) The Allottee/s agree(s) that the Promoter shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats/premises in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the allottee/s of such apartments/flats/premises and to the exclusion of other allottee/s in the Real Estate Project ("**Limited Areas and Facilities**"). The Allottee/s agree(s) to use only the Limited Areas and Facilities specifically identified for the Allottee/s in the said Premises and appurtenant to the said Premises and as more particularly described in the **Seventh Schedule** hereunder written. The Allottee/s agree(s) to not use the Limited Areas and Facilities identified for other allottee/s nor shall the Allottee/s has/have any claim(s) of any nature whatsoever with respect to the Limited Areas and Facilities identified for other allottee/s and/or the usage thereof.
- (vii) The common areas, facilities and amenities in the said Tower (defined below) in the Real Estate Project that may be usable by the Allottee/s and other allottee/s within the said Tower on a non-exclusive basis ("**Tower Amenities**") in the Real Estate Project are listed in the **Third Schedule** hereunder written.
- (viii) The Exclusive Amenities for Elysian Towers A, B and C that may be usable by the Allottee/s and other allottee/s of Elysian Tower A, Elysian Tower B and Tower C of the Real Estate Project on a non-exclusive basis are listed in the **Fourth Schedule-Part A** hereunder written. **Fourth Schedule-Part A** also contains the list of those amenities which shall be used by the Allottee/s and all other allottee/s of Elysian and together with allottees/users/occupants of the Reservation/Other Users Building/s Component on a non-exclusive basis.

- (ix) The Exclusive Amenities for Elysian Towers D and E that may be usable by the Allottee/s and other allottee/s of Towers D and E of the Real Estate Project on a non-exclusive basis are listed in the **Fourth Schedule-Part B** hereunder written. **Fourth Schedule-Part B** also contains the list of those amenities which shall be used by the Allottee/s and all other allottee/s of Elysian together with allottees/users/occupants of the Reservation/Other Users Building/s Component on a non-exclusive basis.
 - (x) The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
 - (xi) The Promoter shall be entitled to designate any spaces/areas, including on the terrace levels, basement levels, lower ground levels, ground level, podium levels of the Real Estate Project and in the basement levels, lower ground levels, ground level, podium levels of the Whole Project and in/on the Basements to Podiums Areas in the Whole Project, for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee/s and other allottees of apartments/flats in the Real Estate Project and/or other allottees, users, occupants in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc at such location(s) as the Promoter deems fit and the Allottee/s shall not challenge the same in any manner whatsoever.
 - (xii) The details of formation of the Society (defined below) and, conferment of title upon the Society with respect to the said Tower and the other towers of the Real Estate Project are more particularly specified in Clause 10.1 and Clause 10.2 below.
 - (xiii) A copy of the Intimation of Disapproval (“IOD”) No. CHE/9107/BP (WS) /AP dated 29th March, 2007 which lastly got amended on 22nd December, 2021 and Commencement Certificate (“CC”) issued by the MCGM on 03rd November, 2014 as amended on 30th May, 2016, 13th September, 2021 and subsequently amended on 24th November, 2021, are hereto annexed and marked as **Annexure “5”**.
- H. The Allottee/s is/are desirous of purchasing a residential premises more particularly described in the **Seventh Schedule** hereunder written in the Real Estate Project (hereinafter referred to as the “said Premises”) and in the tower more particularly mentioned in the **Seventh Schedule** hereunder written (hereinafter referred to as the

“said Tower”). The said Tower is shown in pink colour wash on the plan annexed and marked as **Annexure “1”** hereto. The authenticated copy of the plan of the said Premises, is annexed and marked as **Annexure “6”** hereto.

- I. The Promoter had entered into a prescribed agreement with an Architect, registered with the council of Architects and also appointed Structural Engineers for preparing structural designs, drawings and specifications of the Real Estate Project and the Allottee/s accept(s) the professional supervision of the said Architect and the said Structural Engineers (or any replacements / substitutes thereof) till completion of the Real Estate Project.
- J. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee/s of the said Premises to receive the sale price in respect thereof.
- K. The Allottee/s has/have demanded inspection/information from the Promoter and the Promoter has granted inspection of the following documents and information to the Allottee/s and/or the Allottee/s’s Advocates/consultants:
- (i) All title documents by which the Promoter has acquired right, title and interest to develop the Larger Property;
 - (ii) All the approvals and sanctions of all relevant authorities for the development of the Larger Property, Real Estate Project and the Whole Project including layout plans, building plans, floor plan, change of user permissions, IODs, CCs, Traffic, NOC, MOEF EC NOC etc. and such other documents as required under Section 11 of RERA;
 - (iii) All the documents mentioned in the Recitals hereinabove;
 - (iv) Title Certificate;
 - (v) Authenticated copies of the Property Register Cards for C.T.S. Nos. 95/4/B/1, 95/4/B/2, 95/4/B/3 and 95/4/B/4 of Village Dindoshi and CTS No. 590/A/A/1 of Village Pahadi Goregaon (East) i.e. the Larger Property, which is annexed and marked as **Annexure “7”** hereto.
- L. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- M. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- N. Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project, the Whole Project and the Larger Property, and such title being clear and marketable; (ii) the approvals

and permissions (including IOD and CC) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project, the Whole Project and the Larger Property and construct the Real Estate Project under various provisions of the Development Control Regulations for Greater Bombay 1991, DCPR 2034 and applicable law and sell the premises therein. The Allottee/s hereby undertake(s) not to hereafter raise any objection and/or make any requisitions with respect to the title of the Promoter to the Larger Property. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction. [Note: this granular specification of what all has been disclosed to the Allottee and recording his/her satisfaction, is absent in the Model AFS. However, this is factually correct in our case as all these details are always specifically disclosed to the Allottee prior to execution of the AFS]

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

- U. This Agreement shall be subject to the provisions of RERA, RERA Rules and all other Rules, Regulations, Office Orders, Circulars, Notifications and Rulings made thereunder and/or by the Authority/Appellate Tribunal from time to time.
- V. The list of Annexures attached to this Agreement are stated hereinbelow:

Annexure "1"	Copy of the ALPS and the plan indicating the Larger Property and the Real Estate Project;
Annexure "2"	Copy of the Approved Layout;
Annexure "3"	Copy of the Title Certificate;
Annexure "4"	Copy of the updated RERA certificate;
Annexure "5"	Copy of the IOD and CC;
Annexure "6"	Copy of the plan of the said Premises;
Annexure "7"	Copy of the Property Register Card for C.T.S. Nos. 95/4/B/1, 95/4/B/2, 95/4/B/3 and 95/4/B/4 of Village Dindoshi and CTS No. 590/A/A/1 of Village Pahadi Goregaon (East); and
Annexure "8"	Copy of the typical floor plan wherein the said Premises shall be situated;

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

1. INTERPRETATION

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

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

PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of any variations or modifications which may adversely affect the said Premises of the Allottee/s, except, any 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. Adverse effect with reference to this clause shall mean the change in location of the said Premises within the said Tower.

3. PURCHASE OF THE SAID PREMISES AND SALE PRICE

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

- 3.2 The Promoter shall provide to the Allottee/s, permission to park the Allottee/s's own vehicle and also for parking guests/visitors' vehicle and for no other purpose whatsoever, in the car parking space/s as a common area and more particularly mentioned in the **Seventh Schedule** hereunder written being constructed in/on the Basements to Podiums Areas in the Whole Project and shall charge no consideration thereon. The exact location and identification of such car parking space/s will be finalized by the Promoter at the time of handing over possession of the said Premises and the same shall be duly accepted by the Allottee/s without raising any grievances.
- 3.3 The Sale Price for the said Premises (inclusive of the proportionate price of the Limited Areas and Facilities, if any) is mentioned in the **Seventh Schedule** hereunder written ("**the Sale Price**"). It is expressly agreed between the Parties that for the purpose of this Agreement, 20% (twenty percent) of the Sale Price is earnest money and is referred to herein as the "**Earnest Money**".
- 3.4 The Allottee/s has/have paid before execution of this Agreement, part payment of the Sale Price of the said Premises as more particularly described in the **Seventh Schedule** hereunder written and hereby agree(s) to pay to the Promoter the balance amount of the Sale Price in accordance with Clause 5.1.1 of this Agreement.
- 3.5 In addition to the Sale Price, the Allottee/s shall also bear and pay the taxes, consisting of tax paid or payable by way of GST (if applicable), Service Tax, Value Added Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the Premises and/or this Agreement. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST (if applicable), Service Tax, Value Added Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof. [Note: while this specific language is absent in the Model Form AFS, the intent of Model Form AFS is clear that Total Price is exclusive of taxes and all taxes are to be paid by the Allottee. Hence this addition is in accordance with the Model Form AFS]
- 3.6 The Sale Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority / Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification /

order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

[The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.] **[Note: this clause in the Model Form is omitted since the Promoter will not offer any rebate]**

- 3.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s prior to the possession of the said Premises in terms hereof, subject to a variation cap of 3% (three per cent). The total Sale Price payable on the basis of the carpet area of the said Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3%, then, the Promoter shall refund the excess money paid by the Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to the Allottee/s, the Promoter shall demand additional amount from the Allottee/s towards the Sale Price, which shall be payable by the Allottee/s prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter/Allottee/s, as the case may be, under this Clause 3.7, shall be made at the same rate per square meter as agreed in Clause 3.1 above.
- 3.8 The Allottee/s authorize(s) the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake(s) not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.
- 3.9 On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount (whether the Sale Price or any other amount payable in terms of this Agreement), the Allottee/s shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default. **[Note: while this clause is absent in the Model Form AFS, this clause merely prescribes the procedure to be followed for payments to be made by the Allottee]**
- 3.10 The Promoter shall be entitled to securitise the Sale Price 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/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Price and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Sale Price and other amounts payable in accordance

with this Agreement, in the manner as intimated. [Note: while this clause is absent in the Model Form AFS, this clause is in accordance with the Model Form and not in contradiction to it. Only the sale price is being securitised and thus Clause 17 of Model Form AFS (Promoter not to create mortgage on Premises) is complied with]

- 3.11 The Sale Price is only in respect of the said Premises (inclusive of the proportionate price of the Limited Areas and Facilities, if any). The Promoter has neither charged nor recovered any price, fee, compensation and/or consideration for the said car parking space/s.
- 3.12 The Allottee/s shall deduct tax at source ("TDS") from each instalment of the Sale Price as required under the Income-tax Act, 1961. The Allottee/s shall duly cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 at the earliest. In the event of any loss of tax credit to the Promoter due to the Allottee/s's failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoter from the Allottee/s. [Note: while this clause is absent in the Model Form AFS, deduction of TDS is a mandatory statutory compliance]
- 3.13 The Allottee/s agree(s) and confirms(s) that special conditions, if any, as may be applicable to the said Premises and this Agreement shall be as more particularly detailed in the Eleventh Schedule to this Agreement and which shall if applicable, form an integral part of this Agreement and be binding on the Allottee/s. [Note: this clause provides for certain additional terms that may be agreed between the Promoter and the Allottee on a case to case basis, such as with respect to fixtures, fittings, amenities etc. This clause is not in derogation of the Model Form AFS]

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

The Allottee/s agree(s), declare(s) and confirm(s) that,- [Note: all these disclosures are in accordance with the Model Form AFS and are made to ensure the entire scheme of development contemplated by the Promoter is fully placed before the Allottee, so that the Allottee can give an informed consent. The disclosures made below are required to ensure that the test of what is an 'informed consent' as expounded by the Hon'ble Supreme Court and Hon'ble Bombay High Court is duly satisfied]

4.1 Title:

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

4.2 Approvals:

- 4.2.1 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 Real Estate Project, the Whole Project and the Larger Property.
- 4.2.2 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the drawings, plans and specifications in respect of the said Tower, the Real Estate Project, the layout thereof, the layout of the Whole Project, IOD, CC, building plans, floor plans, designs and specifications, common areas, facilities and amenities (including as mentioned in the **Third and Fourth Schedule** hereunder written), and the entitlement of the Promoter to provide and designate the Limited Areas and Facilities, and the Non-Residential Exclusive Amenities.
- 4.2.3 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the internal fixtures and fittings to be provided in the said Premises, as listed in the **Sixth Schedule** hereunder written.
- 4.2.4 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the designs and materials for construction of the Real Estate Project on the Larger Property.
- 4.2.5 At present, the Promoter estimates that the full and maximal development potential of the Whole Project, Larger Property and the Adjoining Properties (defined below) as mentioned at Recital E above may permit utilisation of the Full Development Potential on the Larger Property. The aforesaid development potential may increase during the course of development of the Whole Project, the Larger Property and/or the Adjoining Properties, and the Promoter shall be entitled to all such increments and accretions as mentioned in this Agreement.
- 4.2.6 The Promoter currently envisages that the Whole Project Included Amenities, shall be provided in the layout of the Whole Project and the Larger Property. Whilst undertaking the development of the Whole Project and the Larger Property to its full and maximal potential as mentioned at Recital E above, there may be certain additions/modifications to the Whole Project Included Amenities and/or relocations/realignments/re-designations/changes, and the Allottee/s hereby consent(s) and agree(s) to the same.
- 4.2.7 As mentioned at Recital N above, the Allottee/s has/have carried out his/her/it's/their independent due diligence and search in respect of the development of the said Tower, the Real Estate Project and the Whole Project being undertaken by the Promoter and pursuant thereto, find no inconsistency in the development/construction of the said Tower, Real Estate Project, the Whole Project and the Larger Property, and also in compliance of applicable laws including but not limited to the DCPR 2034.

4.3 Construction & Finishing:

- 4.3.1 The Promoter had appointed/will appoint, third party contractor(s) for construction and execution of the Real Estate Project. In case of defect(s) in construction or workmanship, the Promoter and the Allottee/s shall collectively approach the third party contractor(s) for the rectification of the defect(s).
- 4.3.2 In spite of all the necessary steps and precautions taken while designing and constructing the Real Estate Project, the concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and /or alterations etc. carried out by the Allottee/s and any other allottee/s/occupants of the other apartments/flats in the Real Estate Project. The Allottee/s agree(s) and covenant(s) not to hold the Promoter liable and/or responsible for any such defects arising out of inherent properties of concrete and/or caused due to any renovations and/or alterations etc. carried out by the Allottee/s and any other allottee/s/occupants of the Real Estate Project and the Allottee/s shall not raise any claim(s) against the Promoter in this regard.
- 4.3.3 All materials including marble, granite, timber etc., contain veins and grains with tonality differences and though the Promoter had pre-selected such natural materials for installation in the Real Estate Project, their non-conformity, natural discolouration or tonal differences at the time of installation is unavoidable and the Promoter shall not be responsible and/or liable for the same and the Allottee/s shall not raise any claim(s) against the Promoter in this regard.

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

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

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

- 4.4.2.1 On a portion of the Larger Property, the Promoter has already constructed the Exquisite Residential Component, the Esquire Residential Component, the Exclusive Amenities for Exquisite, the Exclusive Amenities for Esquire, the Commerz Buildings and the Exclusive Amenities for Commerz Buildings.
- 4.4.2.2 On a portion of the Larger Property, the Promoter is constructing and developing Elysian Tower A, Elysian Tower B, the Real Estate Project the Commerz III Building, the Exclusive Amenities for Commerz III Building, the Non-Residential Unit/s, the Exclusive Amenities for the Non-Residential Unit/s, the Exclusive Amenities for Elysian Towers A, B and C, the Exclusive Amenities for Elysian Towers D and E, the Reservation/Other Users Building/s Component, the Basements to Podiums Levels in the Whole Project, the Non-Residential Exclusive Amenities, the FOB Accesses/Pathways/Roadways.
- 4.4.3 The Promoter shall be exclusively entitled to utilise, exploit and consume the entire inherent development potential of the Larger Property and/or Adjoining Properties (including by way of FSI and Transfer of Development Rights ("TDR") nomenclatured in any manner including additional/incentive/special/premium/fungible/compensatory FSI), as well as any further/future development potential capable of being utilised on the Larger Property or any part thereof and Adjoining Properties or any part thereof (including FSI/TDR nomenclatured in any manner and purchased TDR), whether balance or increased, at present or in future, and as may arise due to any reason including change in applicable law or policy. Such development potential shall vest with the Promoter and has been reserved by the Promoter unto itself, and may be utilised by the Promoter as the Promoter deems fit. The Promoter shall always be the owner and will have all the rights, title, interest in respect of the unsold premises, unallotted/unassigned car parking spaces, common areas facilities and amenities open spaces, lobbies, staircases, terrace, swimming pool, gymnasium, or any similar facility/ies and all other areas, etc. The Allottee/s will not have any right, title, interest, etc. in respect of the common areas and such other areas as may be designated as common areas by the Promoter and all other areas, save as specifically stated in this Agreement and the Allottee/s has/have agreed to purchase the said Premises based on the unfettered rights of the Promoter in this regard.
- 4.4.4 As mentioned and as disclosed at Recital E and G hereinabove and as disclosed in the ALPS and as part of the Land Under Further Development, the layout for the Whole Project and other plans and approvals shall be amended, modified, revised, varied, changed from time to time to utilize the Full Development Potential of the Whole Project. The Allottee/s agree(s), accept(s) and confirm(s) that the fundamental entitlement of the Promoter to utilise, exploit and consume the Full Development Potential of the Whole Project (both inherent and further/future) as stated at Recital E above, would

require the Promoter to amend, modify, vary, alter, change, substitute and rescind the plans in respect of the Whole Project or any part thereof (including layout plans, building plans, floor plans) and undertake such modified/altered/new construction and development in accordance therewith. Consequently and after negotiations and discussions between the Allottee/s and the Promoter, the Allottee/s agree(s), accept(s) and confirm(s) that in the course of development of the Whole Project as disclosed at Recital E including in the ALPS and until completion of the development thereof in the manner stated in this Agreement, the Promoter shall be entitled to do the following as it may in its sole discretion deem fit, subject however to the said Premises not being adversely affected -

- 4.4.4.1 Develop the Whole Project and the Larger Property and construct the building(s) thereon including the Real Estate Project, Elysian Tower A, Elysian Tower B, the Non-Residential Component, the Reservation/Other Users Building/s Component, the Basements to Podiums Areas in the Whole Project, the FOB Accesses/Pathways/Roadways, and any other buildings/structures/areas on the Land Under Further Development;
- 4.4.4.2 Apply for and obtain approvals and permissions in phases, including amendments to existing approvals and permissions and part occupation certificates;
- 4.4.4.3 Amend, modify, vary, alter, change, substitute, rescind, re-design and re-locate the existing layout plans, building plans, floor plans (including increase/decrease of floor levels), design, elevation for the purpose of exploiting and consuming the full and maximal development potential of the Whole Project and the Larger Property (both inherent and further/future) at present and in future;
- 4.4.4.4 To apply for and obtain amended/substituted/revised/modified layout plans, building plans and floor plans sanctioning construction of the Real Estate Project and the Whole Project upto such floors as may be permissible whilst exploiting the full and maximal development potential of the Whole Project and the Larger Property as stated in this Agreement;
- 4.4.4.5 Make amendments, modifications, variations, alterations, changes, deletions and revisions with respect to the development of the Whole Project;
- 4.4.4.6 To construct, develop and raise buildings, structures, towers and wings on the Larger Property, with and without common podium levels and other common levels;
- 4.4.4.7 To construct, develop and raise additional levels, floors and storeys in buildings, structures, towers and wings on the Whole Project and

the Larger Property and the Allottee/s shall not have any claim(s) against the Promoter in this regard;

- 4.4.4.8 To construct lesser number of upper floors (from what is disclosed in the ALPS at Annexure "1" hereto) in respect of the said Tower and/or the Real Estate Project and/or Elysian Tower A, Elysian Tower B, and/or the Non-Residential Component or any part thereof, and the Allottee/s shall not have any claim(s) against the Promoter in this regard;
- 4.4.4.9 Construct site offices/sales lounge on the Whole Project and the Larger Property (or part thereof) and to access the same at any time;
- 4.4.4.10 To (by itself or through its workmen, staff, employees, representatives and agents) enter into and upon the Whole Project and the Larger Property and any construction thereon including the the said Tower, the Real Estate Project, Elysian Tower A, Elysian Tower B, the Non-Residential Component and the Basements to Podiums Areas in the Whole Project, including to view and examine the condition and state thereof;
- 4.4.4.11 To use the common areas, facilities and amenities, internal access roads and all facilities, amenities and services in the layout of the Whole Project and the Larger Property;
- 4.4.4.12 To market, sell, transfer, mortgage, alienate and dispose of or grant rights with respect to the units/premises/spaces/areas in/on the Whole Project and the Larger Property and all its right title and interest therein; provided however that for any mortgage of the said Premises by the Promoter, prior consent of the Allottee/s will be required;
- 4.4.4.13 To allot and grant car parking spaces in/on the Basements to Podiums Areas in the Whole Project to allottee/s of units/premises in/on the Whole Project and the Larger Property;
- 4.4.4.14 To grant or offer upon or in respect of the Whole Project and the Larger Property or any part thereof, to any third party including allottee/s therein, all such rights, benefits, privileges, easements including right of way, right to draw water, right to draw from or connect to all drains, sewers, installations and/or services in the Whole Project and the Larger Property.
- 4.4.4.15 The Promoter has informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences (including FOB Accesses/Pathways/Roadways) in the layout of the Larger Property

and/or the Adjoining Properties. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s alongwith other allottee/s of flats/units/premises in the said Tower and/or the Real Estate Project and/or in the Whole Project, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottee/s of flats/units/premises in the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agree(s) to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the allottee/s of flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the land described in the **First Schedule** and the **Second Schedule** hereunder written and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the Larger Property and/or the Adjoining Properties.

- 4.4.4.16 The Promoter is entitled to designate any common areas, facilities and amenities in the Whole Project, which may be usable on a non-exclusive basis by the allottee/s of the Real Estate Project and such other person(s) as the Promoter may deem fit including other allottee/s/occupants in the building(s)/wing(s) on the Land Under Further Development.
- 4.4.4.17 Further, the Promoter is entitled to designate any common areas, facilities and amenities in the Whole Project, which shall not be available to the allottee/s of the Real Estate Project and shall be exclusively made available to and usable by such other person(s) as the Promoter may deem fit including other allottee/s/occupants in the building(s)/wing(s) on the Land Under Further Development.
- 4.4.4.18 The Promoter shall be entitled to construct in, over or around or above the terrace of the said Tower/the Real Estate Project any additional area or facility as may be permitted within the rules of the MCGM and/or any other authority and shall be solely entitled to operate and manage the same. It is clarified that such additional area or facility as mentioned hereinabove shall form part of the Non-Residential Exclusive Amenities.
- 4.4.5 As disclosed in this Agreement, the Promoter has presently contemplated to develop the lands adjacent/adjoining to the Larger Property (hereinafter referred to as the "Adjoining Properties"). The Promoter shall also be entitled to/required to club/amalgamate the development of the Larger Property (or part thereof) with the Adjoining Properties, whether as a

common integrated layout with the Larger Property (or part thereof) or otherwise, in a phase wise manner. For this purpose, the Promoter shall be entitled to/required to undertake the following as it may in its sole discretion deem fit,-

- 4.4.5.1 Amalgamate schemes of development, land plates, lands, land composition and land mix,
 - 4.4.5.2 Float FSI/TDR from the Larger Property onto the Adjoining Properties and from the Adjoining Properties onto the Larger Property and undertake consequent construction, development, sale, marketing and alienation,
 - 4.4.5.3 Provide common access and entry and exit points to the Larger Property (or part thereof) and the Adjoining Properties, which may be used in common by the occupants of units/premises constructed on the Larger Property (or part thereof) and the Adjoining Properties,
 - 4.4.5.4 The Promoter reserves its right(s) to amalgamate the Adjoining Properties with the Larger Property and all references in this Agreement to the Larger Property shall be construed as references to such amalgamated property unless the context otherwise requires.
- 4.4.6 The overall development of the Larger Property being dynamic in nature, may warrant changing or shifting the place/location on which amenities are provided, including the Whole Project Included Amenities, the Exclusive Amenities for Elysian Towers A, B and C, the Exclusive Amenities for Elysian Towers D and E, the Exclusive Amenities for the Reservation/Other Users Building/s Portion of the Larger Property, the Non-Residential Exclusive Amenities and/or the Basements to Podiums Areas in the Whole Project. The Promoter shall complete the construction of common areas and facilities as well as the amenities over a period of time and in a phase wise manner. The Allottee/s agree(s) and accept(s) that the Whole Project Included Amenities, the Exclusive Amenities for Elysian Towers A, B and C and the Exclusive Amenities for Elysian Towers D and E may not be provided simultaneously/contemporaneously with offering of possession of the said Premises and will be provided only subsequently.
- 4.4.7 The Promoter may appoint a single and/or multiple third party/agency for the purpose of operating and maintaining the said Tower, the Real Estate Project, Elysian Tower A, Elysian Tower B, the Esquire Residential Component, the Commerz Buildings, the Non-Residential Component, the Basements to Podiums Levels, the Whole Project and/or the Larger Property or any part thereof including any common areas facilities and amenities and limited common areas on such terms and conditions as it may in its sole discretion deem fit.

- 4.4.8 Subsequent to the conveyance to the Society, and the Other Societies (defined below) as stated at Clause 10.2 below and the Apex Body Conveyance (defined below) as stated at Clause 10.4 below and completion of development of the Whole Project and the Larger Property, the Promoter will retain air rights (including the air rights above the Real Estate Project, Elysian Tower A, Elysian Tower B, the Exquisite Residential Component, the Esquire Residential Component, the Non-Residential Component, the Reservation/Other Users Building/s Component, the FOB Accesses/Pathways/Roadways, the Basements to Podiums Areas in the Whole Project) for branding and designation of the Promoter with respect to the development of the Whole Project and the Larger Property. The conveyance to the Society as stated at Clause 10.2 below, shall be subject to the Promoter having an irrevocable license in perpetuity with respect to air rights and branding rights upon the Real Estate Project and the right to designate and brand the development of the Real Estate Project as an 'Oberoi Realty' project. The Apex Body Conveyance as stated at Clause 10.4 below, shall be subject to the Promoter having an irrevocable license in perpetuity with respect to air rights and branding rights in/upon the Whole Project and the Larger Property and the right to designate and brand the overall development of the Whole Project and Larger Property as an 'Oberoi Realty' project.
- 4.4.9 Until conveyance to the Society and the Other Societies as stated at Clause 10.2 below and the Apex Body Conveyance as stated at Clause 10.4 below, the Promoter shall always be entitled to put a hoarding on any part of the Real Estate Project, Elysian Tower A, Elysian Tower B, the Exquisite Residential Component, the Esquire Residential Component, the Non-Residential Component, the Reservation/Other Users Building/s Component, the FOB Accesses/Pathways/Roadways, the Basements to Podiums Areas in the Whole Project, the Larger Property including on the terrace and/or on the parapet wall and/or on the Larger Property, as the case may be, and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter is fully authorised to allow temporary or permanent construction or erection for installation on the exterior of the Real Estate Project, Elysian Tower A, Elysian Tower B, the Exquisite Residential Component, the Esquire Residential Component, the Non-Residential Component, the Reservation/Other Users Building/s Component, the FOB Accesses/Pathways/Roadways, the Basements to Podiums Areas in the Whole Project, the Larger Property as the case may be. Until such conveyance to the Society and the Other Societies as stated at Clause 10.2 below and the Apex Body Conveyance as stated at Clause 10.4 below, the Promoter shall be entitled to use and allow third parties to use any part of the Real Estate Project and/or the Larger Property respectively for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipments etc. and the Promoter shall be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof which shall belong to the Promoter.

- 4.4.10 The Promoter shall be entitled to designate any spaces/areas on the Whole Project and the Larger Property, the Real Estate Project, Elysian Tower A, Elysian Tower B, the Exquisite Residential Component, the Esquire Residential Component, the Non-Residential Component, the Reservation/Other Users Building/s Component, the FOB Accesses/Pathways/Roadways, the Basements to Podiums Areas in the Whole Project or any part thereof (including on the terrace and basement, lower ground, podium levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed by the occupants of the units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may in its sole discretion deem fit. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and may be utilised in common by occupants of units/premises in the Real Estate Project /on the Larger Property/on the Adjoining Properties, as the case may be. The Promoter and its workmen/agents/contractors/employees and any third party contracts shall be entitled to access and service such infrastructure and utilities over the Larger Property.
- 4.4.11 The Promoter shall be entitled to control advertising, marketing, signage, hoarding and all other forms of signage whatsoever within the Real Estate Project, Elysian Tower A, Elysian Tower B, the Exquisite Residential Component and the Esquire Residential Component till the time of the Apex Body Conveyance as stated at Clause 10.4 below. Such advertising and signage may comprise of hoardings, print media, electric signs, and may be constructed in a permanent or temporary manner and may be maintained, serviced, repaired and replaced and the Promoter and its nominees shall have access to such hoardings, print media and electric signage for this purpose.
- 4.4.12 The name of the Real Estate Project shall always be “Elysian Tower C to E”, and shall not be changed without the prior permission of the Promoter.
- 4.4.13 In the event any flats/premises/spaces/areas in the Real Estate Project are unsold/unallotted/unassigned on execution and registration of the conveyance to Society as stated at Clause 10.2 below, the Promoter shall continue to be entitled to such unsold areas and to undertake marketing etc. in respect of such unsold areas as stated hereinabove. The Promoter shall be required to pay a sum of Rs.1000/- (Rupees One Thousand only) per month in respect of each unsold premises towards the outgoings, maintenance and other charges by whatever name called and shall not be liable or required to bear and/or pay any other amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/Apex Body for the sale/allotment or transfer of the unsold areas in the Real Estate Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises).

- 4.4.14 The Promoter and their surveyors and agents and assigns with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project. The Allottee/s is/are aware that the main water/drainage pipes of the Real Estate Project may pass through certain areas within the said Premises. The Allottee/s agree(s) that he/she/it/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes.
- 4.4.15 Without prejudice to what is stated at Clause 7.3 below, in the event the Allottee/s intend(s) to sell, transfer, lease, license, assign and/or deal with or dispose of the said Premises and/or the Allottee/s' benefit/s under this Agreement, then the Promoter shall be entitled to a right of first refusal to the said Premises as well as the Allottee/s' right(s), title and interest under this Agreement ("ROFR"), which shall be exercised in the following manner:-
- 4.4.15.1 The Allottee/s shall address a letter ("Offer Letter") to the Promoter stating therein (i) the name and address of the proposed transferee (ii) the proposed sale price (such sale price shall be denominated in rupees i.e. INR) and hereinafter referred to as "Offer Price"), including the proposed amount and consideration and terms and conditions offered by such proposed transferee, (iii) the date of consummation of the proposed sale, (iv) a representation that the proposed transferee has been informed of the terms this Agreement and in particular, the terms embodied into this clause. The Offer Letter shall include a calculation of the fair market value of the said Premises and an explanation of the basis for such calculation.
- 4.4.15.2 In the event the Promoter wishes to exercise the ROFR upon the said Premises, the Promoter shall, at its sole option, be entitled to purchase the said Premises under the Offer Letter at the Offer Price, in which case, the Promoter shall address a letter to the Allottee/s within a period of 7 (seven) days from the date of the receipt of the Offer Letter ("Notice Period") informing the Allottee/s of the Promoter's intention to purchase/acquire the said Premises ("Acceptance Letter"), and till the receipt of the Acceptance Letter the Allottee/s shall not proceed with the sale/transfer of the said Premises. Upon issuance of the Acceptance Letter, the Allottee/s shall be bound to sell and/or transfer the said Premises to the Promoter or such persons/entities nominated by the Promoter at the Offer Price.

4.4.15.3 The Promoter may at its sole discretion, on a written request to that effect made by the Allottee/s prior to the exercise of the option by the Promoter as contemplated in Clause 4.3.15.2, dispense with the ROFR upon the Allottee/s making payment of such sum not exceeding 2% (two per cent) of (a) the Offer Price or (b) the price at which the Promoter is selling a flat of a similar nature at the relevant time, whichever is higher, together with GST (if applicable), Service Tax, VAT thereon as may be decided by the Promoter. Only after the Promoter issues the said letter conveying its decision and only upon the Promoter receiving the amount decided by the Promoter for such dispensation, shall the Allottee/s be entitled to sell the said Premises to the said proposed transferee on the same terms and conditions as were offered by the Allottee/s to the Promoter in the Offer Letter. It is expressly agreed that the ROFR is a covenant running with the said Premises and hence will continue with the new purchaser of the said Premises, and the Allottee/s undertake/s to expressly include the same vide a specific term in the new agreement for sale between the Allottee/s and the proposed transferee.

4.4.15.4 The Allottee/s agree(s) that if completion of the sale of the said Premises to the proposed transferee does not take place (i) within a period of 15 (fifteen) days from the date of the Allottee/s making payment of such sum not exceeding 2% (two per cent) together with applicable taxes thereon as decided by the Promoter in terms of Clause 4.3.15.3 above or (ii) within 15 (fifteen) days from the expiry of the Notice Period as contemplated in Clause 4.3.15.2 above, then the Allottee/s right to sell the said Premises to such proposed transferee shall lapse and the Allottee/s shall not claim any repayment of the aforesaid 2% (two per cent) together with applicable taxes. Thereafter, the ROFR of the Promoter in respect of the said Premises shall stand automatically reinstated and the provisions of Clause 4.3.15 and the process to be followed therein including payment of 2% (two per cent) shall once again apply to the Allottee/s for any subsequent proposed sale of the said Premises.

It is hereby clarified that, in the event of the Allottee/s proposing to give the said Premises on lease and/or leave and license basis only, then the provisions contained in Clauses 4.3.15.1 to 4.3.15.4 above shall not apply, except that, the Allottee/s shall be required to obtain the prior written permission of the Promoter before effecting any such lease and/or leave and licence arrangement

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

amounts to the Promoter and to complete the sale and transfer of the said Premises.

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

The Allottee/s agree(s) that since the scheme of development of the Whole Project and the Larger Property placed before the Allottee/s as disclosed at Recital E above and in the ALPS envisages the development of the Whole Project and the Larger Property in a phased manner to the Full Development Potential, the Allottee has/have, after understanding the nature of the scheme, agreed to the rights and entitlements of the Promoter as listed in this Agreement and this Clause 4.4 and in Recitals E and G hereinabove and in the ALPS and particularly in respect of the Land Under Further Development, and the retention of these rights by the Promoter unto itself until completion of development of the Whole Project and the Larger Property as stated herein and as may be permissible under applicable law and these rights and entitlements shall be the essence of this Agreement. The Allottee/s agree(s), undertake(s) and confirm(s) that he/she/it/they will not obstruct, hinder or interfere with the development of the Whole Project and the Larger Property and/or the Adjoining Properties and all infrastructure thereon including common areas facilities and amenities as envisaged by the Promoter under the scheme of development.

5. PAYMENTS

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

5.1.1 On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount, the Allottee/s shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default. It is clarified that the instalments of the Sale Price listed under schedule of payment stipulated in the **Eighth Schedule** hereunder are not listed in a serialised order. The Promoter will raise demand for payment of instalments of the Sale Price as mentioned in the **Eighth Schedule** as and when the corresponding milestone is achieved irrespective of whether any prior milestone has been achieved or not, and the Allottee/s agree/s not to raise any objection to the same. [Note: while the 7 day period is not in Model Form AFS, Clause 2.2 of the Model Form AFS states that time is the essence for both Promoter and Allottee and the Allottee shall make timely payments of all his dues. Thus specifying a 7 day period is in accordance with the Model Form AFS]

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

- 5.1.3 In case the Allottee/s enter(s) into any loan/financing arrangement with any bank/financial institution as envisaged at Clause 5.2 (*Loan & Mortgage*) below, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed herein. If such bank/financial institution defaults in disbursing/paying the sanctioned amounts or part thereof and/or reduces the eligibility of the loan as sanctioned or part thereof as payable to the Promoter in the manner detailed in the **Eighth Schedule** hereunder written, then the Allottee/s agree(s) and undertake(s) to pay such amounts to the Promoter in the manner detailed in the **Eighth Schedule** hereunder written, otherwise, the same shall be construed as a default on the part of the Allottee/s and the Promoter shall be entitled to exercise the provisions of Clause 5.1.6, Clause 5.1.7, Clause 5.1.8, Clause 5.1.9 and Clause 9 herein below. The Allottee/s further agree(s) and confirm(s) that in the event the Allottee/s enter(s) into any loan/financing arrangement with any bank/financial institution as envisaged at Clause 5.2 (*Loan & Mortgage*), the Allottee/s shall give his/her/their/its irrevocable consent to such bank/financial institution to make/release the payments, from the sanctioned loan, towards the Sale Price directly to the bank account of the Promoter, based on the payment schedule as described herein, upon receiving the demand letter/notice from the Promoter addressed to the Allottee/s and to the bank/financial institution, under intimation to the Allottee/s. **[Note: many Allottees take bank funding to pay the sale price and adding such a clause is very helpful for all parties and is also required by the bank]**
- 5.1.4 The timely payment of all the amounts payable by the Allottee/s under this Agreement (including the Sale Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottee/s that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter demonstrating despatch of such intimation to the address of the Allottee/s as stated at Clause 16 (*Notice*) including by e-mail, shall be conclusive proof of service of such intimation by the Promoter upon the Allottee/s, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.
- 5.1.5 In the event of delay and/or default on the part of the Allottee/s in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee/s, the said unpaid tax, levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.
- 5.1.6 The Promoter shall have a first and prior charge on the said Premises with respect to any amounts due and payable by the Allottee/s to the Promoter under this Agreement. **[Note: this is in accordance with the Model Form AFS since once the monies are paid by the Allottee, the charge of Promoter is automatically extinguished]**

- 5.1.7 If the Allottee/s fail(s) to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the Interest Rate (i.e. State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon) in terms of this Agreement, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate in terms of this Agreement.
- 5.1.8 Without prejudice to the right of the Promoter to charge interest at the Interest Rate in terms of this Agreement, and any other rights and remedies available to the Promoter, either (a) on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee/s committing 3 (three) defaults of payment of instalments of the Sale Price, the Promoter shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s (“Default Notice”), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s, of its intention to terminate this Agreement with detail(s) of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail(s) to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s (“Promoter Termination Notice”), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s. On the receipt of the Promoter Termination Notice by the Allottee/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Clause and without prejudice to the other rights, remedies and contentions of the Promoter, the Promoter shall be entitled to forfeit the Earnest Money as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty. Upon registration of the deed of cancellation in respect of the said Premises and upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to another allottee and receipt of the sale price thereon, the Promoter shall after adjusting the Earnest Money, refund to the Allottee/s, the balance amount, if any of the paid-up Sale Price and after also deducting interest on any overdue payments, incentives/discounts/benefits of any nature whatsoever if passed on to the Allottee/s under the transaction contemplated herein with respect to the said Premises, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose off the said Premises in the manner it deems fit and proper.

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

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

5.2 Loan & Mortgage:

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

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

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

6. CAR PARKING SPACE/S

6.1 The Promoter shall provide to the Allottee/s, without charging or levying any price or compensation or consideration or fee of any nature, permission to park the Allottee/s's own vehicle and also for parking guests/visitors' vehicle and for no other purpose whatsoever, in the Basements to Podiums Areas in the Whole

Project as a common area and more particularly mentioned in the **Seventh Schedule** hereunder written. The exact location and identification of such car parking space/s in the Basements to Podiums Areas in the Whole Project will be finalized by the Promoter only upon completion of the Real Estate Project in all respects.

- 6.2 The Promoter has allocated/shall be allocating other car parking spaces to other allottee/s of premises in the Real Estate Project, Elysian Tower A, Elysian Tower B, the Exquisite Residential Component, the Esquire Residential Component, the Non-Residential Component, the Reservation/Other Users Building/s Component, any other buildings/towers/structures/wings in the Whole Project in the Basements to Podiums Areas in the Whole Project and the Allottee/s shall not raise any objection in that regard.

7. ALLOTTEE/S' RIGHTS AND ENTITLEMENTS

7.1 Possession of the Premises:

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

- (a) war, civil commotion or act of God;
- (b) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

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

- (a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("**the Interest Rate**") for every month of delay from the Completion Date, on the Sale Price paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee/s; **OR [Note: though absent in the Model Form AFS, this is the Allottee's statutory entitlement u/s.18(1)(a) of the Act]**

- (b) the Allottee/s shall be entitled to terminate this Agreement by

giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Allottee Termination Notice**"). On the receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s the amounts already received by the Promoter under this Agreement with the Interest Rate to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper.

- 7.1.3 In case if the Allottee/s elects his/her/their/its remedy under sub-clause 7.1.2 (a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under sub-clause 7.1.2 (b) above. [Note: this is as per s.18 of the Act which requires the Allottee to elect either of the remedies viz. continue with interest, or, exit with refund and interest]
- 7.1.4 The Limited Areas and Facilities are listed in the **Seventh Schedule** hereunder written. The Tower Amenities that may be usable by the Allottee/s are listed in the **Third Schedule** hereunder written. The Exclusive Amenities For Elysian Towers A, B and C that may be usable by the Allottee/s are listed in the **Fourth Schedule-Part A** hereunder written. The Exclusive Amenities For Elysian Towers D and E that may be usable by the Allottee/s are listed in the **Fourth Schedule-Part B** hereunder written. The Whole Project Included Amenities that may be usable by the Allottee/s are listed in the **Fifth Schedule** hereunder written. The internal fittings and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Sixth Schedule** hereunder written. The disclosures pertaining to the Non-Residential Exclusive Amenities and the Limited Areas and Facilities have been made by the Promoter as mentioned at Recitals E and G above respectively.
- 7.1.5 Within 7 (seven) days of the obtainment of the Occupation Certificate from the MCGM, the Promoter shall give notice offering possession of the said Premises on a date specified therein to the Allottee/s in writing ("**Possession Notice**"). The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. It is clarified that the Promoter shall be liable to hand-over possession to the Allottee/s only on receipt of the requisite instalments of the Sale Price and all other amounts due and payable in terms of this Agreement including in accordance with the provisions of Clause 5 herein above.

- 7.1.6 The Allottee/s shall take possession of the said Premises within 15 (fifteen) days of the date mentioned in the Possession Notice.
- 7.1.7 Post receipt of the Possession Notice, the Allottee/s may undertake any fit out activities in the said Premises at his/her/its/their sole cost, expense and risk, after obtaining all the requisite approvals and permissions from the competent authorities and in accordance with the Fit-Out Guidelines (which shall be prepared by the Promoter which will be provided to the Allottee/s at the time of handing over possession of the said Premises) and after depositing such amount as may be specified by the Promoter as an interest-free deposit to secure compliance with the Fit Out Guidelines and, which will be refunded without interest upon completion of the fit outs in accordance with the Fit-Out Guidelines. The Allottee/s is/are aware that the said refund shall be subject to deduction of amounts towards damages, if any, to the said Tower/the Real Estate Project and its common areas etc., and/or any neighbouring flats/premises in the said Tower/the Real Estate Project and/or the equipment's installed therein and subject to the debris being completely removed from the said Tower, the Real Estate Project, the Whole Project and/or the Larger Property. **[Note: while absent in the Model Form AFS, this clause is in accordance with the Allottee Covenants at Clause 14 of the Model Form AFS. While undertaking such fit outs, the Allottee is required to comply with all approvals and requirements of law, which is what this clause states]**
- 7.1.8 Upon receiving the Possession Notice from the Promoter as per Clause 7.1.5 above, the Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the Premises within the time provided in Clause 7.1.6 above, such Allottee/s shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Promoter.
- 7.1.9 15 (fifteen) days from the date of receipt of the Occupation Certificate from the MCGM with respect to the said Premises, the Allottee/s shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project, the Whole Project and the Larger Property including *inter-alia*, club house membership fee, development charges, electricity, gas connection, water meter charges, legal charges, society formation charges, share application charges, corpus fund, local taxes including property taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the Whole Project and/or the Larger Property. Until the Society is

formed and the Society Conveyance is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee/s further agree(s) that till the Allottee/s's share is so determined by the Promoter at its sole discretion, the Allottee/s shall pay to the Promoter provisional monthly contribution as mentioned in the **Tenth Schedule** hereunder written. It is further clarified and agreed that the Allottee/s shall be liable to bear and pay such monthly contribution/maintenance charges from the date(s) specified in this Agreement irrespective of whether or not the Allottee/s has/have taken possession of the said Premises. For the purposes of this clause, the expression "Promoter" includes its nominee/s.

- 7.1.10 The Allottee/s shall, before delivery of possession of the said Premises in accordance with this Clause 7, deposit such amounts as mentioned in the **Ninth Schedule and Tenth Schedule** hereunder written with the Promoter. The amounts as more particularly mentioned in the **Ninth Schedule** hereunder written are not refundable and can be appropriated by the Promoter and no accounts or statement will be required to be given by the Promoter to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter. The Allottee/s shall make payments of such amounts as more particularly mentioned in the **Ninth Schedule and Tenth Schedule** hereunder to the bank account of the Promoter, as detailed in the **Seventh Schedule** hereunder written. The unspent balance, if any, of the amounts mentioned in the **Tenth Schedule** hereunder written, shall be delivered by the Promoter to the Society, without interest. For the purposes of this clause, the expression "Promoter" includes its nominee/s.
- 7.1.11 If within a period of 5 (five) years from the date of receipt of the Occupation Certificate of the said Tower, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect (at actuals) in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Allottee/s is/are aware and agree(s) and confirm(s) that the said Premises shall be of RCC structure with normal brick/block wall/dry wall with gypsum/putty/cement plaster. The Allottee/s is/are aware that the said Tower is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the said Tower at various places or in its entirety and hence any change(s) or alteration(s) as

mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this clause and the Allottee/s/the Society/the Other Societies/the Apex Body shall have no claim(s) of whatsoever nature against the Promoter in this regard. [Note: this addition only states what is impliedly provided in the Act viz. that the defect liability is not applicable in case such defect is caused by the Allottee]

- 7.1.12 The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for residential purpose. The Allottee/s shall use the car parking space/s only for purpose of parking vehicle and shall not park his/her/their vehicles at any other location on the Larger Property.
- 7.1.13 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Allottee/s, obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Premises.
- 7.1.14 Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the said Premises and handing over the said Premises to the Allottee/s after receiving the Occupation Certificate in respect thereof. Similarly, the Allottee/s shall make timely payments of all instalments of the Sale Price and other dues payable by him/her/them/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

7.2 Common Areas Facilities & Amenities:

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

made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottees/occupants of the Exquisite Residential Component, the Esquire Residential Component, the Commerz Buildings, the Commerz III Building, the Non-Residential Unit/s, the Non-Residential Component, Reservation/Other Users Building/s, and, shall not be available to the Allottee/s or any other allottees/occupants of apartments/flats in the Real Estate Project. The Allottee/s is/are also aware that the Allottee/s shall be permitted to use in common with other allottee/s of the said Tower, the Exclusive Amenities for Elysian Towers A, B and C or the Exclusive Amenities for Elysian Towers D and E, as applicable in respect of the said Tower.

- 7.2.2 In the event the Allottee/s is desirous of availing any of the optional fittings/furniture/fixtures/equipment in respect of the said Premises as set out in the **Seventh Schedule** ("**Optional Fittings/Furniture/Fixtures/Equipment**"), then the Allottee/s agree(s) and confirm(s) that the same shall be made available at his/her/their/its cost and expense as may be informed by the Promoter. The Allottee/s further agree(s) to promptly bear and pay the necessary costs, charges and expenses in this regard, together with all taxes including GST (if applicable), Service Tax, VAT and all other indirect taxes thereon.
- 7.2.3 The Whole Project Included Amenities and any other areas as may be designated by the Promoter including common open areas, common landscapes and driveways etc. in/on the Whole Project/Larger Property/Adjoining Properties shall be an integral part of the layout of the development of the Whole Project and the Larger Property including the neighboring buildings/towers on the Larger Property/the Adjoining Properties and neither the Allottee/s nor any person or entity on the Allottee/s's behalf shall, at any time claim any exclusive rights with respect to the same.
- 7.2.4 The Allottee/s undertake(s) to not raise any objection to or interfere with the use of the aforesaid areas by the aforesaid persons, notwithstanding that there may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common use, access and entry.
- 7.2.5 The Allottee/s shall be required to pay a 1 (one) time non-refundable membership fee with respect to the club house as specified in this Agreement.
- 7.2.6 It is also clarified that certain facilities shall have usage charges in addition to the said membership fees and the same shall be paid by the Allottee/s as and when demanded by the Promoter along with applicable taxes thereon.
- 7.2.7 The rights and entitlements of the Allottee/s under this Agreement are restricted to the right and entitlement to receive the said Premises, subject to the terms and conditions of this Agreement.
- 7.2.8 The Allottee/s shall at no time demand partition of the said Premises and/or the said Tower and/or the Real Estate Project and/or Elysian Tower A,

Elysian Tower B, the Exquisite Residential Component, the Esquire Residential Component and/or the Commerz Buildings and/or the Commerz III Building and/or the Non-Residential Unit/s and/or the Non-Residential Component and/or the Reservation/Other Users Building/s Component and/or the Basements to Podiums Areas in the Whole Project and/or the Whole Project and/or the Larger Property.

7.3 Transfer of the said Premises:

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

8. COVENANTS OF THE ALLOTTEE/S

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

- 8.1 Not to do or suffer to be done anything in or to the said Tower, the Real Estate Project, the said Premises, staircase, common areas or any passages which may be against the rules, regulations or bye-laws of the concerned authorities or change/alter or make addition in or to the said Tower, the Real Estate Project or to the said Premises itself or any part thereof and to maintain the said Premises (including sewers, drains, pipes) and appurtenances thereto at the Allottees/s' own cost in good repair and condition from the date on which the Allottee/s is/are permitted to use the said Premises and in particular so as to support, shelter and protect other parts of the said Tower and the Real Estate Project.
- 8.2 Not to raise any objection to the Promoter completing the construction of the Real Estate Project and the Whole Project (including additional floors on the Larger Property) in accordance with applicable law and this Agreement, without any interference or objection, whether prior to or subsequent to the Allottee/s taking possession of the said Premises.
- 8.3 Not to store anything in the refuge floor nor store any goods in the said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Tower and/or the Real Estate Project or storing of which goods is objected to by the concerned authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other part of the said Tower and/or the Real Estate Project.

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

the Whole Project and the Larger Property, the Allottee/s agree and covenant as follows:

- 8.12.1 Not to affix any fixtures or grills on the exterior of the said Tower/the Real Estate Project for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. The Allottee/s may fix grills on the inside of the windows. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertake(s) not to fix any grill having a design other than the standard design approved by the Promoter. If found that the Allottee/s has/have affixed fixtures or grills on the exterior of his/her/their premises for drying clothes or for any other purpose or that the Allottee/s has/have affixed a grill having a design other than the standard approved design, the Allottee/s shall forthwith become liable to pay a sum of Rs.1,00,000/- (Rupees One Lakh only) to the Promoter. Out of the said sum of Rs. 1,00,000/- (Rupees One Lakh only), the Allottee/s shall forthwith pay such amount as may be determined by the Promoter to enable the Promoter to rectify the same to be in compliance with design approved by the Promoter and carry out repairs to the damages that has been caused to the said Tower/the Real Estate Project because of the fixtures and/or grills or otherwise, and the Allottee/s shall forthwith hand over the balance amount to the Promoter. Upon conveyance to the Society and the Other Societies as stated at Clause 10.2 below, the Promoter shall hand over such balance amount to the Society exclusive of any interest thereon, and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.
- 8.12.2 Not to install a window air-conditioner within or outside the said Premises. If found that the Allottee/s has/have affixed a window air conditioner or the outdoor condensing unit which projects outside the said Premises, the Allottee/s shall forthwith become liable to pay a sum of Rs.1,00,000/- (Rupees One Lakh only). Out of the said sum of Rs.1,00,000/- (Rupees One Lakh only), the Allottee/s shall forthwith pay such amount as may be determined by the Promoter to enable the Promoter to rectify the same to be in compliance with design approved by the Promoter and carry out repairs to the damages that has been caused to the said Tower/the Real Estate Project because of the installation of a window air-conditioner or the outdoor condensing unit or otherwise, and the Allottee/s shall forthwith hand over the balance amount to the Promoter. Upon conveyance of the Society and the Other Societies as stated at Clause 10.2 below, the Promoter shall hand over such balance amount to the Society exclusive of any interest thereon, and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.

- 8.12.3 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or the refuge floor or any portion of the Larger Property and the said Tower/the Real Estate Project. If the Allottee/s or any members of the Allottees/s' family or any servant or guest of the Allottee/s commit(s) default of this sub-clause then the Allottee/s shall forthwith rectify any damage and default immediately at his / her own cost and shall also become liable to pay a sum of Rs.10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottees/s' family or any servant or guest of the Allottee/s commit(s) default of this sub-clause. Upon conveyance to the Society and the Other Societies as stated at Clause 10.2, the Promoter shall hand over such amounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.
- 8.12.4 Not to at any time cause or permit any public or private nuisance or to use the loud speaker etc. in or upon the said Premises, the said Tower, the Real Estate Project or the Larger Property or any part thereof or do anything which shall cause an annoyance, inconvenience, suffering, hardship or disturbance to the occupants or to the Promoter. The Allottee/s shall ensure that the Allottee/s's pets and/or domesticated animals, if any, in or upon the said Premises, the said Tower, the Real Estate Project or the Larger Property or any part thereof shall not enter the restricted areas/no entry zones as may be designated by the Promoter in the said Tower/the Real Estate Project/the Larger Property and/or pose a health or safety hazard and/or cause nuisance to the other occupiers of the said Tower/the Real Estate Project/the Larger Property and or the lifts installed in the said Tower/the Real Estate Project. If the Allottee/s or the members of the Allottee/s's family or any servant or guest of the Allottee/s commit(s) default of this sub-clause then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs. 10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s's family or any servant or guest of the Allottee/s commit(s) default of this sub-clause. Upon conveyance to the Society and the Other Societies as stated at Clause 10.2 below, the Promoter shall hand over such amounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.
- 8.12.5 Not to discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon

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

8.12.6 Not to do either by himself/herself/itself/themselves or through any other person anything which may or is likely to endanger or damage the said Tower and/or the Real Estate Project and/or the Larger Property or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Tower and/or the Real Estate Project and/or the Larger Property. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Tower and/or the Real Estate Project and/or the Larger Property. If the Allottee/s or members of the Allottee/s family or any servant or guest of the Allottee/s commits default of this sub-clause then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs.10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s family or any servant or guest of the Allottee/s commits default of this sub-clause. Upon conveyance to the Society and the Other Societies as stated at Clause 10.2 below, the Promoter shall hand over such amounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.

8.12.7 Not to display/permit to be displayed at any place in/upon the said Tower and/or the Real Estate Project and/or the Larger Property or any

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

- 8.12.8 To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises. The Allottee/s's labourers/contractors shall be responsible for the removal of debris such as marble pieces or any such wastage material etc. from the said Premises on a daily basis. The Allottee/s /labourers/contractors shall at their own cost remove such wastage materials/debris. Such wastage materials shall not be accumulated or placed in the common passages, corridors and basement or in any area within the said Tower and/or the Real Estate Project/Larger Property. If the Allottee/s or members of the Allottee/s family or any servant or guest of the Allottee/s or any person employed by the Allottee/s commit(s) default of this sub-clause then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs. 10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s family or any servant or guest of the Allottee/s commit(s) default of this sub-clause. Upon conveyance to the Society and the Other Societies as stated at Clause 10.2 below, the Promoter shall hand over such amounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.

The aforesaid amounts shall be payable by the Allottee/s in addition to the cost of rectification for the default committed. In the event the Allottee/s fail(s) to rectify the default within 15 (fifteen) days from

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

- 8.13 Not to violate and to abide by all rules and regulations framed by the Promoter / its designated Project Manager or by the Society or the Apex Body, for the purpose of maintenance and up-keep of the said Tower and/or the Real Estate Project and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises and to generally comply with building rules, regulations and bye-laws for the time being of the concerned authority and of government and other public bodies.
- 8.14 Not to violate and to observe and perform all the rules and regulations which the Promoter/ its designated Project Manager or the Society or the Apex Body may have at its inception and the additions or amendments thereof that may be made from time to time for protection and maintenance of the said Tower and/or the Real Estate Project and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned authority and of government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Promoter/its designated Project Manager or the Society regarding the occupation and use of the said Premises in the said Tower and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- 8.15 Not to object or cause any impediment to the right and authority of the Promoter and its workmen, staff, employees, representatives and agents and all other users/allottee/s of premises on the Larger Property to the access, ingress and egress into and upon the Larger Property including the said Tower, the Real Estate Project, the Whole Project, Elysian Tower A, Elysian Tower B, the Exquisite Residential Component, the Esquire Residential Component, the Commerz Buildings, the Commerz III Building, the Non-Residential Unit/s, the Non-Residential Component, the Reservation/Other Users Building/s Component, the said Basements to Podiums Areas in the Whole Project, the Tower Amenities, Exclusive Amenities for Elysian Tower A, B and C, the Exclusive Amenities for Elysian Towers D and E, the Exclusive Amenities for the Reservation/Other Users Building/, the Whole Project Included Amenities, the Exclusive Amenities for Exquisite, the Exclusive Amenities for Esquire, the Exclusive Amenities for Commerz Buildings, the Exclusive Amenities for Commerz III Building, the Exclusive Amenities for Non-Residential Unit/s, the Non-Residential Exclusive Amenities, and the FOB Accesses/Pathways/Roadways without any restriction or interference

whatsoever including for the purpose of maintenance repair and upkeep of the electricity, communication and utility lines, cables and meters etc or any other reason, notwithstanding that there shall or may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common access and entry.

- 8.16 Not to do or permit or suffer to be done anything in or upon the said Premises or any part of the said Tower and/or the Real Estate Project or any part of the Larger Property which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoter shall not be responsible to the Allottee/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the said Tower and/or the the Real Estate Project and the Allottee/s shall not hold the Promoter so liable.
- 8.17 Not to obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, in or on the common stairways, refuge areas, corridors and passageways in and of the said Tower/the Real Estate Project.
- 8.18 Not to, in any manner, enclose any flower beds/planters/ledges/pocket terrace/s/deck areas and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Premises and shall keep the same unenclosed at all time.
- 8.19 Not to affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Tower/the Real Estate Project or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter.
- 8.20 Not park at any other place and shall park all cars in the car parking space/s only as may be permitted/allotted by the Promoter.
- 8.21 Shall cause the Society to paint the said Tower at least once in every 5 (five) years maintaining the original colour scheme even after the conveyance to the Society as stated at Clause 10.2 below and the land comprised in the Larger Property in favour of the Apex Body as stated at Clause 10.4 below and shall bear his/her/it's/their respective share of expenses to paint, repair, water 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 Promoter may determine and to extend all co-operation, assistance and facilities for the same.

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

- 8.30 If any allottee/s/occupants in the Real Estate Project including the Allottee/s make any internal structural/non-structural changes to any premises in the said Tower, the Real Estate Project including the said Premises, the Promoter shall stand discharged of all its expressed and implied warranties under this Agreement.
- 8.31 To rectify and make good any breach or default of any of the covenants contained in this Clause 8, without prejudice to any rights and remedies available to the Promoter, at its sole cost expense and risk. It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this Clause 8 by the Allottee/s shall be of the essence of this Agreement.
- 8.32 The Allottee/s agree(s) and covenant(s) that the Exclusive Amenities for Exquisite, the Exclusive Amenities for Esquire, the Exclusive Amenities for Commerz Buildings, the Exclusive Amenities for Commerz III Building, the Exclusive Amenities for Non-Residential Unit/s, , the Non-Residential Exclusive Amenities and the Exclusive Amenities for Reservation/Other Users Building/s Portion of the Larger Property, Non-Residential Exclusive Amenities shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottees/occupants of the Exquisite Residential Component, the Esquire Residential Component, the Commerz Buildings, the Commerz III Building, the Non-Residential Unit/s, the Non-Residential Component and the Reservation/Other Users Building/s, and, shall not be available to the Allottee/s or any other allottees/occupants of apartments/flats in the Real Estate Project.
- 8.33 The Allottee/s agree(s) and covenant(s) that the Exclusive Amenities for Elysian Towers A, B and C shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottees/occupants of the Elysian Tower A, Elysian Tower B and Tower C of the Real Estate Project and shall not be available to any other allottees/occupants in Towers D and E of the Real Estate Project, the Exquisite Residential Component, the Esquire Residential Component and the Non-Residential Component.
- 8.34 The Allottee/s agree(s) and covenant(s) that the Exclusive Amenities for Elysian Towers D and E shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottees/occupants of Towers D and E of the Real Estate Project and shall not be available to the any other allottees/occupants in Tower C of the Real Estate Project, Elysian Tower A and Elysian Tower B, the Exquisite Residential Component, the Esquire Residential Component and the Non-Residential Component.
- 8.35 The Allottee/s agree(s) and covenant(s) that, the entry and exit points and access to the Real Estate Project shall be common to all other allottee/s, users

and occupants in the Whole Project and on the Larger Property including to access all other buildings, towers and structures in the Whole Project and on the Larger Property. The Allottee/s agree(s) and covenant(s) to not demand any separate independent access and/or entry/exit point exclusively for himself/herself/themselves and/or any other allottee/s, users and/or occupants in the Real Estate Project. Further, the Allottee/s also agree(s) and confirm(s) that the Non-Residential Component including their respective amenities may have entry and exit points and access in common with other allottee/s in the Whole Project and/or may have independent and exclusive entry and exit points and access that shall not be usable by the Allottee and that shall be retained by the Promoter and not conveyed to the Apex Body and the Allottee/s has/have no objection to such arrangement.

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

8.37 The Allottee/s is/are aware that the entire Larger Property and Whole Project, is a single integrated common layout. The Allottee/s is/are further aware that the buildings/towers/structures/areas/spaces comprised in the Larger Property and the Whole Project, would require to be renovated, repaired, redeveloped, restored and/or reconstructed at some point in the future, especially having regard to the life of buildings / structures / areas and/or events (including force majeure circumstances) that may necessitate any or all of the aforesaid. In light of what is stated hereinabove, the Allottee/s and all his/her/its/their successors / assigns (in any manner howsoever) with intention to become bound by the terms of this Agreement including this Clause 8.37, hereby covenant with the Promoter and all their assigns and/or any other persons as may be authorised by the Promoter, that the Promoter, its workmen, staff, employees, representatives and agents and their assigns and/or any other persons as may be authorised by the Promoter, shall always be entitled and authorised (without being obliged), even after the Society Conveyance, the Other Societies' Conveyance and the Apex Body Conveyance, to repair, reconstruct, redevelop, restore and/or renovate in any manner howsoever and whatsoever, the Non-Residential Component, the Non-Residential Exclusive Amenities, the Reservation/Other Users Building/s Component, the FOB Accesses/Pathways/Roadways, the Basements to Podiums Areas in the Whole Project or any part thereof, without any restriction or interference whatsoever and the Allottee/s hereby undertakes and covenants to not raise any objection and/or claim in this regard and/or restrict any of the aforesaid. This Clause is one of the essences of this Agreement.

- 8.38 The Allottee/s agree(s), confirm(s) and covenant(s) that the issuance of the Occupation Certificate with respect to the said Tower/the Real Estate Project by the competent authority(ies) shall mean and shall be construed that the Promoter has carried out the development and construction of the said Tower/the Real Estate Project in conformity with the sanctioned plans, approvals and permissions issued by the competent authority(ies) and the Allottee/s shall not raise any dispute(s), claim(s) and/or demand(s) with respect to the development and construction of the said Tower/the Real Estate Project.
- 8.39 The Allottee/s agree(s) and confirm(s) that the Promoter shall at all times have the right to propose joint open space for fire tender movement between the Real Estate Project and the remaining portions of the Whole Project and/or the Larger Property and the Allottee/s hereby consent(s) to the same.
- 8.40 Not to demand that a compound wall be constructed around the Real Estate Project.
- 8.41 The Allottee/s agree(s), covenant(s) and confirm(s) that the Allottee/s is/are aware that the car parking space/s (as mentioned in the **Seventh Schedule**) that the Allottee/s shall be permitted to use, shall be located within the Basements to Podiums Areas in the Whole Project. The Promoter hereby discloses to the Allottee/s that the Promoter is entitled to use portions of the Basements to Podiums Areas in the Whole Project (including below/appurtenant to the said Tower and/or the Real Estate Project) for the occupants of the Non-Residential Component or such other user/s / occupants as the Promoter may deem fit. The Allottee/s hereby accords his/her/their irrevocable consent for the same and confirms that he/she/it is aware that such portions of the Basements to Podiums Areas in the Whole Project shall not be available to the Allottee/s or any other allottees/occupants of apartments/flats in the Real Estate Project.
- 8.42 Considering that there shall be multiple car parking spaces for the Whole Project, the Promoter shall in due course formulate rules and regulations for operating and maintaining the entire Basements to Podiums Areas in the Whole Project. The Allottee/s shall be bound to adhere to such rules and regulations and shall fully cooperate with the Promoter and all other occupants while exercising its permission to use the car parking space/s allotted to the Allottee/s as mentioned in the **Seventh Schedule**. The Society/Apex Body shall duly adopt such rules and regulations as formulated by the Promoter in this regard and ensure that the same are duly enforced in the interests of each of the allottees. The non-adherence to such rules and regulations by the Allottee/s shall lead to forfeiture of the Allottee/s' rights to use the car parking space/s allotted to the Allottee/s as mentioned in the **Seventh Schedule**.
- 8.43 The Allottee/s also agree(s) and confirm(s) that various portions within the Basements to Podiums Areas in the Whole Project, may have common entry and exit points and access for the allottee/s / user/s / occupant/s of the Whole Project (including allottee/s of the Real Estate Project) and/or may have

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

9. EVENTS OF DEFAULT

- 9.1 If one or more of the events or circumstances set out in Clause 9.2 (“**Event of Default**”) shall have happened, then the Promoter shall call upon the Allottee/s by way of a written notice (“**Rectification Notice**”) to rectify the same within a period of 15 (fifteen) days from the date thereof (“**Cure Period**”). If the Allottee/s fails to rectify such Event of Default within the Cure Period, then the same shall be construed as a default (“**Default**”).
- 9.2 Subject to Clause 9.1 above, the following events shall be construed as a Default,-
- 9.2.1 If the Allottee/s delay(s) or commit(s) default in making payment of any installment or any other amount payable under this Agreement, including taxes, etc. or otherwise, including as set out in this Agreement;
- 9.2.2 If the Allottee/s fails to take possession of the said Premises in terms of Clause 7.1 above;
- 9.2.3 If the Allottee/s commit(s) breach of any terms, conditions, covenants, undertakings and/or representations and/or warranties as given by him/her/it in this Agreement (including in Clause 8 (*Covenants of the Allottee/s*) above and/or any other writings and/or the terms and conditions of layout, IOD, U.L.C. Permissions, N.O.C. and other sanctions, permissions, undertakings and affidavits etc.;
- 9.2.4 If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up or dissolved;
- 9.2.5 If the Allottee/s is/are, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- 9.2.6 If a Receiver and/or a Liquidator and/or Official Assignee or any person is appointed for the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s;
- 9.2.7 If any of the assets and/or properties of the Allottee/s is/are attached for any reason whatsoever under any law, rule, regulation, statute etc.;

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

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

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

9.3 Consequences of Default:

9.3.1 On the occurrence of a Default, then and in that event, the Promoter shall, without prejudice to any and all other rights and remedies available to it under law, be entitled (but not obliged) to exercise its rights as mentioned at Clauses 5.1.8 hereinabove

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

10. FORMATION OF THE SOCIETY & APEX BODY

10.1 Formation of the Society:

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

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

10.1.3. For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee/s if any changes or modifications

are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority. The Allottee/s also accept(s) and agree(s) that certain changes may be required to the application forms and other writings including the society register to be filled up, including deletion and substitution of the Allottee/s/other allottees in the said Tower consequent to sale and transfer of the said Premises/their respective premises, and the Allottee/s shall not object to the same.

- 10.1.4. The name of the Society shall be solely decided by the Promoter.
- 10.1.5. The Society shall admit all allottee/s of flats and premises in the said Tower as members, in accordance with its bye-laws and the Allottee/s shall give its consent for the same.
- 10.1.6. The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the said Tower, if any.
- 10.1.7. The Promoter has prior to hereof, formed a co-operative housing society comprising solely of the allottees of units/premises in the Exquisite Residential Component, in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("**Exquisite Society**").
- 10.1.8. The Promoter has prior to hereof, submitted application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in the Esquire Residential Component, in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("**Esquire Society**").
- 10.1.9. The Promoter shall similarly submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in other towers of the Real Estate Project in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("**Other Real Estate Project Societies**").
- 10.1.10. The Promoter shall similarly submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in Elysian Tower A, in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("**Elysian Tower A Society**").
- 10.1.11. The Promoter shall similarly submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in Elysian Tower B, in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960

and the Rules made thereunder, read with RERA and the RERA Rules (“Elysian Tower B Society”).

- 10.1.12. For the purposes of this Agreement, the Other Real Estate Project Societies, Elysian Tower A Society, Elysian Tower B Society, the Exquisite Society and the Esquire Society shall hereinafter be collectively referred to as “the Other Societies”. In case the Reservation/Other Users Building/s is for residential user, the Promoter shall be entitled to form society/ies for the Reservation/Other Users Building/s and such society/ies shall also form part of the Other Societies.
- 10.1.13. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society / the Other Societies’, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Society / the Other Societies’ and their respective members/intended members including the Allottee/s, as the case may be, and the Promoter shall not be liable towards the same.
- 10.1.14. Upon formation of the Society, the Society shall be responsible at its own costs, charges and expenses for the operation and management and/or supervision of the said Tower including the Tower Amenities and such portions of the Basements to Podiums Areas in the Whole Project (which are designated by the Promoter for the car parking spaces of the members of the Society) and the Promoter shall not be responsible for the same and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- 10.1.15. Upon formation of Elysian Tower A Society, Elysian Tower B Society and society with respect to Tower C of Elysian; the Elysian Tower A Society, Elysian Tower B Society and society with respect to Tower C of Elysian, shall be jointly responsible for the operation and management and/or supervision of the Exclusive Amenities for Elysian Towers A, B and C and the Promoter shall not be responsible for the same.
- 10.1.16. Upon formation of societies with respect to Towers D and E of Elysian, the Exclusive Amenities for Elysian Towers D and E; the societies with respect to Towers D and E of Elysian shall be responsible for the operation and management and/or supervision of the Exclusive Amenities for Elysian Towers D and E and the Promoter shall not be responsible for the same.

10.2 Conveyance to the Society:

- 10.2.1 Within 3 (three) months from the date on which (a) the Promoter has duly

sold all apartments/flats in the said Tower and the Promoter has duly received the entire sale price and other monies from all allottees in the said Tower and (b) the Full Occupation Certificate with respect to the said Tower is issued, the said Tower inclusive of the said Tower Amenities in the said Tower shall be conveyed by the Promoter to the Society vide a registered indenture of conveyance ("**Society Conveyance**"), provided however that the other towers in the Real Estate Project, the Whole Project Included Amenities, the Exclusive Amenities for Exquisite, the Exclusive Amenities for Esquire, the Exclusive Amenities for Commerz Buildings, the Exclusive Amenities for Commerz III, the Exclusive Amenities for Non-Residential Unit/s, the Exclusive Amenities for Elysian Towers A, B and C, the Exclusive Amenities for Elysian Towers D and E, the Non-Residential Exclusive Amenities, the Non-Residential Component, the Reservation/Other Users Component, the FOB Accesses/Pathways/Roadways (if any), the Central Club House (if any), the Basements to Podiums Areas in the Whole Project and the Larger Property shall be retained by the Promoter and shall not be conveyed to the Society. The Society shall be required to join in execution and registration of the Society Conveyance.

- 10.2.2 The Promoter shall execute and register similar conveyances to the Exquisite Society ("**Exquisite Society Conveyance**").
- 10.2.3 The Promoter shall execute and register similar conveyances to the Esquire Society ("**Esquire Society Conveyance**").
- 10.2.4 The Promoter shall execute and register similar conveyances of the Other Real Estate Project Societies ("**Other Real Estate Project Societies' Conveyance**").
- 10.2.5 The Promoter shall execute and register similar conveyances to Elysian Tower A Society ("**Elysian Tower A Society Conveyance**").
- 10.2.6 The Promoter shall execute and register similar conveyances to Elysian Tower B Society ("**Elysian Tower B Society Conveyance**").
- 10.2.7 For the purposes of this Agreement, the Other Real Estate Project Societies' Conveyance, Elysian Tower A Society Conveyance, Elysian Tower B Society Conveyance, the Exquisite Society Conveyance and, the Esquire Society Conveyance shall hereinafter be collectively referred to as the "**Other Societies Conveyance**".
- 10.2.8 Upon completion of conveyance with respect to Elysian Tower A Society Conveyance, Elysian Tower B Society Conveyance and conveyance with respect to Tower C of Elysian as above, the Exclusive Amenities for Elysian Towers A, B and C shall be conveyed by the Promoter jointly to Elysian Tower A Society, Elysian Tower B Society and the society formed in respect of Tower C of Elysian vide a registered indenture of

conveyance.

- 10.2.9 Upon completion of conveyance with respect to Towers D and E of Elysian as above, the Exclusive Amenities for Elysian Towers D and E shall be conveyed by the Promoter jointly to the societies formed in respect of Towers D and E of Elysian vide a registered indenture of conveyance.

It is clarified that the provisions of Clauses 10.2.8 and 10.2.9 shall not apply to such amenities as specified in the **Fourth Schedule-Part A** and **Fourth Schedule-Part B** hereunder written as being made available to all allottees/users/occupants in Elysian and the Reservation/Other Users Building/s Component and which shall be conveyed jointly to the respective societies of Elysian at the time of Apex Body Conveyance.

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

10.3 Formation of the Apex Body:

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

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

10.4 Conveyance to the Apex Body:

- 10.4.1 Within a period of 6 (six) months of registration of the Apex Body, the

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

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

10.4.2 It is clarified and agreed that the Apex Body Conveyance shall not include the Commerz Buildings Portion of the Larger Property, the Commerz Buildings, the Exclusive Amenities for Commerz Buildings, the Commerz III Building Portion of the Larger Property, the Commerz III Building, the Exclusive Amenities for Commerz III Building, the Non-Residential Unit/s, the Exclusive Amenities for Non-Residential Unit/s, the portions of the Larger Property/Whole Project in/upon which the Non-Residential Unit/s are comprised, the Non-Residential Portion of the Larger Property, the Non-Residential Component, the Non-Residential Exclusive Amenities, the Reservation/Other Users Building/s, the Reservation/Other Users Building/s Portion of the Larger Property, the Exclusive Amenities for the Reservation/Other Users Building/s Portion of the Larger Property, the

FOB Accesses/Pathways/Roadways, the Basements and Podiums Areas as mentioned at Clause 10.4.1(n) above, and, the undivided right, title and interest in the layout R.G. on the Larger Property proportionate to all the aforesaid, which shall all be retained by the Promoter as the owner thereof and/or may be conveyed by the Promoter to such persons/entities as the Promoter may in its sole discretion deem fit and subject to the right and authority of the Promoter and its workmen, staff, employees, representatives and agents and all other users/allottees on the Larger Property to the access, ingress and egress into and upon any portion of the Larger Property including the said Tower, the Real Estate Project, the Whole Project, Elysian Tower A, Elysian Tower B, Exquisite Residential Component, the Esquire Residential Component, the Commerz Buildings, the Commerz III Building, the Non-Residential Unit/s, the Non-Residential Component, the Reservation/Other Users Building/s Component, the FOB Accesses/Pathways/Roadways, the Basements to Podiums Areas in the Whole Project that are retained by the Promoter as mentioned at Clause 10.4.1(n) above, the Tower Amenities, the Exclusive Amenities for Commerz Buildings, the Exclusive Amenities for Commerz III Building, the Exclusive Amenities for Non-Residential Unit/s, the Exclusive Amenities for Exquisite, the Exclusive Amenities for Esquire, the Exclusive Amenities for Elysian Towers A, B and C, the Exclusive Amenities for Elysian Towers D and E, the Exclusive Amenities for the Reservation/Other Users Building/s Portion of the Larger Property, the Whole Project Included Amenities and the Non-Residential Exclusive Amenities without any restriction or interference whatsoever. The relationship and contractual agreement between the Apex Body, the Promoter and such persons/entities as referred hereinabove shall be captured in such deeds, documents and writings as the Promoter may require to be executed and/or registered ("**Retention & Inter-se Agreements**").

- 10.4.3 It is clarified that the proportionate undivided right title and interest in the designated recreation ground areas/layout R.G. (after retention by the Promoter of proportionate undivided right, title and interest therein as mentioned at Clause 10.4.1(o) above) shall be conveyed only to the Apex Body and the Allottee/s shall not and/or cause the Society to claim any sole right(s), title, interest with respect to the same.
- 10.4.4 The Apex Body shall be required to join in execution and registration of the Apex Body Conveyance. Post the Apex Body Conveyance, the Apex Body shall be responsible for the operation and management and/or supervision of the Larger Property conveyed to the Apex Body including the Whole Project Included Amenities and the Promoter shall not be responsible for the same.
- 10.4.5 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the Apex Body Conveyance, the Retention & Inter-se Agreements and the transaction contemplated thereby, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors

engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable towards the same.

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

11. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S

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

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

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

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- 12.1 The Promoter has clear and marketable title and has the requisite rights to carry out development upon the Larger Property and also has actual, physical and legal possession of the Larger Property for the implementation of the Real Estate Project;
- 12.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- 12.3 There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee/s;
- 12.4 There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee/s;
- 12.5 All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits issued/to be issued by the competent authorities with respect to the Real Estate Project, have/shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;
- 12.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- 12.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Larger Property and the said Premises, which will, in any manner, affect the rights of Allottee/s under this Agreement;
- 12.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- 12.9 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till possession is offered to the Allottee/s in accordance with Clause 7.1 above and thereupon shall be proportionately borne by the Society;

12.10 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Larger Property) has been received or served upon the Promoter in respect of the Larger Property and/or the Real Estate Project except those disclosed to the Allottee/s.

13. NOMINEE

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

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

14. INDEMNITY

The Allottee/s shall indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all demands, notices, claims, actions, proceedings, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Allottee/s of any of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee/s in complying/performing his/her/their obligations under this Agreement.

15. CONSTRUCTION OF THIS AGREEMENT

In this Agreement where the context admits:

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

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

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

enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced.

- 15.2 any reference to the singular shall include the plural and vice-versa;
- 15.3 any references to the masculine, the feminine and/or the neuter shall include each other;
- 15.4 the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;
- 15.5 references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- 15.6 each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- 15.7 references to a person (or to a word importing a person) shall be construed so as to include:
 - 15.7.1 an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and
 - 15.7.2 that person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

16. NOTICE

- 16.1 All notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses as specified in the ~~Seventh~~ **Seventh Schedule** hereunder written.
- 16.2 It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.

17. COSTS & EXPENSES

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

18. ENTIRE AGREEMENT

- 18.1 This Agreement constitutes the entire agreement between the parties hereto and supercedes other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person. The show flat constructed by the Promoter and all furniture, items, electronic goods, amenities etc. displayed therein, and any marketing material including sales brochures, models, photographs, videos, illustrations, walk through, etc. provided to the Allottee/s or made available for the Allottees/s' viewing were merely an artists impression and creative imagination and shall not constitute a representation or warranty or declaration by the Promoter or any of its agents/employees/representatives and the Allottee/s shall not be entitled to make any claim upon the Promoter with respect to any item/component/facet that is not specifically agreed to be provided by the Promoter to the Allottee/s under this Agreement. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the said Premises and said car parking space/s between the parties hereto.
- 18.2 The Allottee/s is/are aware and agree(s) that this Agreement contains all the terms and conditions for allotment of the said Premises in favour of the Allottee/s.
- 18.3 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Tower, the Real Estate Project, the Whole Project or the Larger Property or any part thereof.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

20. WAIVER

No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by it of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of

such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

21. SEVERABILITY

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

22. METHOD OF CALCULATION OF PROPORTIONATE SHARE:

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

23. 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.

24. PLACE OF EXECUTION:

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

The Allottee/s and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

25. JOINT ALLOTTEES:

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

26. DISPUTE RESOLUTION:

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

27. GOVERNING LAW:

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

28. RIGHT TO AMEND

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

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

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

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

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

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

THE FIRST SCHEDULE ABOVE REFERRED TO

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

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

THE SECOND SCHEDULE ABOVE REFERRED TO

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

Tower C

ALL THOSE pieces and parcels of land admeasuring 1663.10 square meters Tower C, approximately on land bearing C.T.S. Nos. 95/4/B/4 of Village Dindoshi Goregaon (E), in P/South Ward, situated in the Registration Sub-District and District of Mumbai City and Mumbai Suburban forming part of the Larger Property and bounded as follows:

- On or towards the North : by C.T.S. No. 95/4/B/4 (pt) of Village Dindoshi Goregaon (E)
- On or towards the South : by C.T.S. No. 95/4/B/4 (pt) of Village Dindoshi Goregaon (E)
- On or towards the East : by C.T.S. No. 95/4/B/4 (pt) of Village Dindoshi Goregaon (E)
- On or towards the West : by C.T.S. No. 95/4/B/4 (pt) of Village Dindoshi Goregaon (E)

Tower D

ALL THOSE pieces and parcels of land admeasuring 1821.15 square meters Tower D approximately on land bearing C.T.S. Nos. 95/4/B/4 of Village Dindoshi Goregaon (E), in P/South Ward, situated in the Registration Sub-District and District of Mumbai City and Mumbai Suburban forming part of the Larger Property and bounded as follows:

- On or towards the North : by C.T.S. No. 95/4/B/4 (pt) of Village Dindoshi Goregaon (E)

On or towards the South : by C.T.S. No. 95/4/B/4 (pt) of Village Dindoshi Goregaon (E)
 On or towards the East : by C.T.S. No. 95/4/B/4 (pt) of Village Dindoshi Goregaon (E)
 On or towards the West : by C.T.S. No. 95/4/B/4 (pt) of Village Dindoshi Goregaon (E)

Tower E

ALL THOSE pieces and parcels of land admeasuring 1940.74 square meters for Tower E approximately on land bearing C.T.S. Nos. 95/4/B/4(PT) and 95/4/B/2 (PT) of Village Dindoshi Goregaon (E), in P/South Ward, situated in the Registration Sub-District and District of Mumbai City and Mumbai Suburban forming part of the Larger Property and bounded as follows:

On or towards the North : by C.T.S. No. 95/4/B/2(PT) and 95/4/B/4(PT) of Village Dindoshi Goregaon (E)
 On or towards the South : by C.T.S. No. 95/4/B/2(PT) and 95/4/B/4(PT) of Village Dindoshi Goregaon (E)
 On or towards the East : by C.T.S. No. 95/4/B/2(PT) and 95/4/B/4(PT) of Village Dindoshi Goregaon (E)
 On or towards the West : by C.T.S. No. 95/4/B/2(PT) and 95/4/B/4(PT) of Village Dindoshi Goregaon (E)

Real Estate Project Specifications:

Sr. No.	Details	Tower C	Tower D	Tower E
1	Basements (including Lower Ground Level)	Up to 3 levels	Up to 1 level	Up to level 1
2	Podiums	Up to 6 levels	Up to 5 levels	Up to 4 levels
3	Upper Floors	Up to 66 floors	Up to 66 floors	Up to 66 floors
4	Stilts	Up to 2 nos.	Up to 2 Nos	Up to 2 Nos

Real Estate Project FSI details:

Sr. No.	Details	Approximate Area in Square Meters
1	Total FSI sanctioned for the Real Estate Project	88,654.72
2	Total FSI proposed to be sanctioned for the Real Estate Project	281103.17

THE THIRD SCHEDULE ABOVE REFERRED TO

Tower C

Sr. No.	Tower Amenities
1.	Entrance Lobby with High Ceiling

2.	Lift, Lobby and Landings
3.	Corridors
4.	Staircase and Staircase Landings
5.	High Speed Elevators
6.	Servant's Toilet on Mid-Landings
7.	Refuge area

Tower D

Sr. No.	Tower Amenities
1.	Entrance Lobby
2.	Lift, Lobby and Landings
3.	Corridors
4.	Staircase and Staircase Landings
5.	Elevators
6.	Refuge area

Tower E

Sr. No.	Tower Amenities
1.	Entrance Lobby
2.	Lift, Lobby and Landings
3.	Corridors
4.	Staircase and Staircase Landings
5.	Elevators
6.	Refuge area

**THE FOURTH SCHEDULE ABOVE REFERRED TO
PART A**

Sr. No.	Exclusive Amenities for Elysian Towers A, B and C
1.	Landscaped Garden
2.	CCTV in select common areas
3.	Children's play area
4.	Jogging Track
5.	2 Squash Courts
6.	Futsal Court
7.	Tennis / Multipurpose Court
8.	Skating Rink
9.	Swimming Pool
10.	Kid's Pool

11.	Pool Deck
12.	Gymnasium
13.	Yoga / Activity Room
14.	Function Room
15.	Mini Theatre
16.	Indoor Games
17.	Cycling Track
18.	Golf Simulator
19.	Spa, Steam
20.	Changing Rooms
21.	Cricket Net (open)
22.	Toddler's Play Area
23.	Open-Air Amphi theatre
24.	Party Lawns
25.	Meditation Area
26.	Jacuzzi
27.	Reflexology Path
28.	Senior Citizen Area
<i>Space will be provided for the following common areas, facilities and amenities. These will be run by third party on chargeable basis</i>	
29.	Day Care
30.	Convenience Store
31.	Salon
32.	Launderette
33.	Doctor's Room/First Aid Room
<i>Amenities being made available to all the allottees of Elysian and the Reservation/Other Users Building/s Component</i>	
34.	Indoor Multipurpose Hall
<i>Space will be provided for the following common areas, facilities and amenities. These will be run by third party on chargeable basis, and will be made available to all allottees of Elysian and the Reservation/Other Users Building/s Component</i>	
35.	Café Lounge

PART B

Sr. No.	Exclusive Amenities for Elysian Towers D and E
1.	Landscaped Garden
2.	CCTV in select common areas
3.	Jogging Track

<i>Amenities being made available to all the allottees of Elysian and the Reservation/Other Users Building/s Component</i>	
4.	Indoor Multipurpose Hall
<i>Space will be provided for the following common areas, facilities and amenities. These will be run by third party on chargeable basis, and will be made available to all allottees of Elysian and the Reservation/Other Users Building/s Component</i>	
5.	Café Lounge

THE FIFTH SCHEDULE ABOVE REFERRED TO

Sr. No.	Whole Project Included Amenities
1.	Common Driveways and fire tender paths for the Real Estate Project, the Exquisite Residential Component, the Esquire Residential Component, Elysian Tower A and Elysian Tower B
2.	Common entry/exit gates with security cabins for the Real Estate Project, the Exquisite Residential Component, the Esquire Residential Component, Elysian Tower A and Elysian Tower B

THE SIXTH SCHEDULE ABOVE REFERRED TO

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

THE SEVENTH SCHEDULE ABOVE REFERRED TO

Sr. No.	Terms and Expressions	Meaning
1.	Said Premises	Flat No. [●] on the [●] floor of the said Tower.
2.	Said Tower	[●]
3.	Carpet area of the said Premises as per RERA	[●]
4.	Sale Price	Rs. [●]/- (Rupees [●] Only)
	(i) Sale price towards the carpet area of the said Premises	Rs. [●]/- (Rupees [●] Only)
	(ii) Proportionate sale price towards the Limited Areas and Facilities	Rs. [●]/- (Rupees [●] Only)
5.	Part Payment towards the Sale Price paid prior hereto	Rs. [●]/- (Rupees [●] Only)
6.	Bank Account of the Promoter	[●]
7.	Car parking space/s	Permission to park in [●] ([●]) car parking space/s.
8.	Booking Date	[●]
9.	Completion Date of the said Tower	[●]
10.	Limited Areas and Facilities	[●]
11.	Optional Fittings/Furniture/Fixtures/ Equipment (at such price to be determined by the Promoter)	[●]
12.	Said Nominee	Name: [●] Relationship with Allottee/s: [●] Address of Nominee: [●]
13.	Contact Details	Promoter's email address: [●] Promoter's phone number: [●] Promoter's fax number: [●] Allottee/s email address: [●] Allottee/s phone number: [●] Allottee/s fax number: [●]
14.	PAN	Promoter's PAN: [●] Allottee/s PAN: [●]

THE EIGHTH SCHEDULE ABOVE REFERRED TO

Sr. No.	Milestone	Percentage	Amount				
1.	At the time of Booking (being 50% of the Earnest Money)	10%	Rs. _____/- (Rupees _____ only)				
2.	To be paid on or before _____ upon Execution and Registration of the Agreement for Sale (Including balance portion of the Earnest Money)	15%	Rs. _____/- (Rupees _____ only)				
3.	To be paid on or before _____.	10%	Rs. _____/- (Rupees _____ only)				
4.	To be paid on or before _____.	10%	Rs. _____/- (Rupees _____ only)				
5.	<p>Proportionate ____ installments on casting of the relevant ____ slabs in the said Tower</p> <p>Out of which ____ relevant slabs have been casted and the relevant amount of Rs. _____/- towards the Sale Price is payable as below</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Particulars</th> <th style="width: 30%;">Amount</th> </tr> </thead> <tbody> <tr> <td>To be paid on or before _____ along with any further milestones raised till then</td> <td>Rs. _____/-</td> </tr> </tbody> </table>	Particulars	Amount	To be paid on or before _____ along with any further milestones raised till then	Rs. _____/-	25%	Rs. _____/- (Rupees _____ only)
Particulars	Amount						
To be paid on or before _____ along with any further milestones raised till then	Rs. _____/-						
6.	Completion of the walls, internal plaster, floorings and windows of the said Premises	5%	Rs. _____/- (Rupees _____ only)				
7.	Completion of the staircases, lift wells, lobbies up to the floor level of the said Premises	5%	Rs. _____/- (Rupees _____ only)				
8.	Completion of External Plumbing, External Plaster, elevation, terraces with water proofing of the said Tower	5%	Rs. _____/- (Rupees _____ only)				
9a.	Completion of the lifts, water pumps, of the said Tower	5%	Rs. _____/- (Rupees _____ only)				
9b.	Completion of the electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, paving of areas of the said Tower	5%	Rs. _____/- (Rupees _____ only)				
10.	At the time of handing over of the possession of the said Premises to the Allottee/s on/after receipt of the Occupation Certificate with respect to the said Premises and after completion/installation of the door to the said Premises and installation of sanitary fittings in the said Premises.	Balance amount	Rs. _____/- (Rupees _____ only)				

THE NINTH SCHEDULE ABOVE REFERRED TO

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

THE TENTH SCHEDULE ABOVE REFERRED TO

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

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

THE ELEVENTH SCHEDULE ABOVE REFERRED TO

SIGNED AND DELIVERED by the)
 within named "**Promoter**")
Oberoi Realty Limited through its Authorised)
 Signatory/s)
 1. _____)
 2. _____)
 pursuant to Board Resolution dated)
 _____)
 in the presence of...)
)
)
)
)

- 1.
- 2.

SIGNED AND DELIVERED by the)
 within named "**Allottee/s**")
1) <name_1>)
<name_2_no>)
<name_3_no>)
<name_4_no>)
<name_5_no>)
<name_6_no>)

in the presence of...)
 1.)
 2.)

Witness: