

## Contents

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

34. INDEMNITY:

35. DISPUTE RESOLUTION AND GOVERNING LAWS:

36. GENERAL PROVISIONS:

SCHEDULES

FIRST SCHEDULE- (Description of Larger Land)

SECOND SCHEDULE- (Description of Free Sale Plot)

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

FOURTH SCHEDULE- (Description of the Project)

FIFTH SCHEDULE- (Description of the said Apartment)

SIXTH SCHEDULE

SEVENTH SCHEDULE- Description of the Apartment Facilities

EIGHTH SCHEDULE

i. Description of the Common Areas And Facilities And Amenities

ii. The Key Common Areas and Amenities

LIST OF ANNEXURES.

## AGREEMENT FOR SALE

This AGREEMENT FOR SALE ("Agreement") is made at Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

### BETWEEN

**Elevated Avenue Realty LLP**, a limited liability partnership registered under the Limited Liability Partnership Act, 2008, having its registered office at 4th Floor, the Metropolitan, E Block, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra, India, 400051, (PAN - AAFL7465N) and having its Corporate Office at A. M. Naik Tower, L&T Campus, Gate No. 3, Jogeshwari - Vikhroli Link Rd, Powai, Mumbai 400 072, hereinafter called "**PROMOTER-1**" (which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include the partner or partners for the time being and from time to time of the said LLP, the survivors or survivor of them and the heirs, executors and administrators of such surviving partner and their assigns) of the **FIRST PART**;  
AND

**Aryamaan Developers Private Limited**, a Private limited Company incorporated and registered under the provisions of the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at Near Transit Camp, Eastern Express Highway, Ghatkopar East, Kamraj Nagar, Mumbai 400 077, (PAN - AAFA4831M), hereinafter called "**PROMOTER-2**" / "**ARYAMAAN**" (which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include its successors and assigns) of the **SECOND PART**;

### AND

**Xrbia Chakan Developers Private Limited**, a Private Limited Company incorporated and registered under the provisions of the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at Mantri House, Fergusson College Road (F.C. Road), Pune 411 004, (PAN - AAECG7846F), hereinafter called "**PROMOTER-3**" / "**XRBI**" (which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include its successors and assigns) of the **THIRD PART**;

### AND

**Mr. Jayant Namdeorao Khobragade, PAN AJQPK3886P**, having its registered office/place of business/ residing at **B- 602 ,IFS Apartments, Sector 56, GH 24, Sector 56, Gurgaon, Haryana- 122011, India**, 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 the case of an individual or individuals, his, her or their respective heirs, executors and administrators and permitted assigns; in case of a body corporate, its successors and permitted assigns; in case of a Partnership Firm, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their permitted assigns; in case of a Hindu undivided family, the karta and the members/coparceners for the time being and from time to time of the undivided family and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their permitted assigns; in case of a trust, the trustees for the time being and from time to time of the trust and the survivors or survivors of them and the heirs, executors and administrators of the last survivor of them and their permitted assigns) of the **FOURTH PART**.

The Promoter-1, the Promoter-2 and the Promoter-3 are jointly referred to as "Promoters". The Promoter-1, the Promoter-2, the Promoter-3 and the Allottee/s are hereinafter collectively referred to as "the Parties", and individually referred to as a "Party".

**WHEREAS:-**

- A. Pursuant to the proposals prepared and submitted for redevelopment of the Slum Societies as a slum rehabilitation scheme under the Slum Act and applicable D. C. Regulations, the SRA issued Annexure II and thereupon issued an amalgamated Letter of Intent bearing nos. SRA/ENG/1560/N/STGL/LOI and SRA/ENG/1253/N/STGL/LOI dated 12<sup>th</sup> April, 2010, (hereinafter referred to as the “**2010 LOI**”) in the name of Promoter-2. Thereafter, SRA has granted its in-principal approval to the slum rehabilitation scheme and issued its Revised Letter of Intent bearing no. SRA/ENG/1560/N/STGL/LOI & SRA/ENG/1253/N/STGL/LOI dated 9<sup>th</sup> January, 2017 (hereinafter referred to as the “**Revised LOI**”) in the name of Promoter-2 for all that piece and parcel of lands admeasuring approximately 70,554.42 sq. metres bearing C. S Nos. 194 B (Part), situate, lying and being at of Village Ghatkopar, Mumbai 400077, and more particularly described in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as “**Larger Land**”), which has been approved and sanctioned for residential use, and which is affected by the Reservations. Copy of the plan delineating the said larger land is annexed hereto and marked as **ANNEXURE “A”**;
- B. The Chain of Title of the Promoter-2 to the Larger Land (as defined herein below) has been annexed hereto and marked as **ANNEXURE “B” (Chain Of Title)**;
- C. The copy of Certificate of Title issued by the Advocate of the Promoter-1 has been annexed hereto and marked as **ANNEXURE “C”**;
- D. By and under the Letter dated 30<sup>th</sup> November, 2010 bearing reference no. AA/MUM/Pra.Sha./Ishvi/6008 addressed by Public Works Department, Mumbai (Sa.Ba.) Department to Aryamaan, the Public Works Department granted its no objection to implement the slum rehabilitation scheme in respect of land admeasuring 41,808 square meters, on the terms and conditions as recorded and contained therein;
- E. The SRA had, thereafter issued (i) Intimation of Approval bearing no. SRA/ENG/2720/N/STGL/AP dated 5<sup>th</sup> December, 2011 and (ii) Intimation of Approval bearing no. SRA/ENG/3838/N/STGL/AP dated 24<sup>th</sup> January, 2017 for development of free sale buildings (“**Free Sale Buildings**”) on free sale plot admeasuring approximately 21,902.21 square meters (hereinafter referred to as “**Free Sale Plot**”), more particularly described in the **SECOND SCHEDULE** hereunder written;
- F. The scheme of development in respect of the Rehab Plot and the Rehab Buildings as broadly set out above and as detailed and described in this Agreement is hereinafter referred to as the “**Rehab Development**” and, the scheme of development in respect of the Phase-I Plot and the Complex which includes the Free Sale Buildings, Infrastructure and Common Amenities & Facilities including the Multi-level Car Park Building, as broadly set out above and as detailed and described in this Agreement is hereinafter referred to as the “**Free Sale Development**” or “**Phase I Development**”. The Rehab Development and Free Sale Development are hereinafter, wherever the context may so require, collectively referred to as the “**Entire Project**”. Further Phase-I Development comprises of: (a) five (5) Rehab Buildings, that is Rehab Building no. 1, Rehab Building no. 2, Rehab Building no. 3, Rehab Building no. 4 and Rehab Building no. 5 (hereinafter referred to “**Rehab Buildings**”), Free Sale Building no. 12 (comprising of Wing ‘A’ and Wing ‘B’) and Wing ‘C’ and Wing ‘D’ of Free Sale Building no. 13 now to be known as “Centrona Zen-A”, “Centrona Zen-B”, “Centrona Nova-A” and “Centrona Nova-B” respectively having an FSI of 45,787.50 square meters including fungible FSI as per sanctioned plans (hereinafter referred to “**Phase I A Free Sale Buildings**”), and Wing ‘A’ and ‘B’ of Free Sale Building no. 13 now to be known as “Centrona Zest-A” and “Centrona Zest-B” respectively having an FSI of 24,945.35 square meters including fungible FSI as per sanctioned plans (hereinafter referred to “**Phase I B Free Sale Buildings**”);
- G. The SRA further issued Commencement Certificate bearing reference no. SRA/ENG/2720/N/STGL/AP dated 28<sup>th</sup> April, 2017 and Commencement Certificate bearing reference no. SRA/ENG/3838/N/STGL/AP dated 31<sup>st</sup> May, 2017 in respect of the Free Sale Buildings. Further the Commencement Certificate dated 28<sup>th</sup> April, 2017 was re-endorsed on 21<sup>st</sup> April, 2018 and on 9<sup>th</sup> February, 2022. The Commencement Certificate dated 31<sup>st</sup> May, 2017 was re-endorsed on 18<sup>th</sup> January, 2021, 16<sup>th</sup> February, 2022 and 13<sup>th</sup> July, 2023 in respect of the Free Sale Buildings
- H. Aryamaan has obtained the statutory approvals for the revised plan dated 18<sup>th</sup> January, 2021 bearing ref. no. SRA/ENG/2720/N/STGL/AP in respect of Free Sale Building No, 12 and SRA/ENG/3838/N/STGL/AP in respect of Free Sale Building No. 13, in respect of Phase I Development including the construction of the Multi-Level Car Park Building from SRA for commencement of the construction work of the Free Sale Building (hereinafter referred to as the “**Sanctioned Plans**”). A copy of the sanctioned layout for the said Phase I A Free Sale Buildings and Phase I B Free Sale Buildings is annexed hereto and marked as **ANNEXURE “D”**. The Promoter-2 shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupancy Certificate or Building Completion Certificate of the Building; The allottee/s is aware that all the relevant plans, approvals, etc. are uploaded on RERA website of the Real Estate Project. However, the Promoters have shown to the Allottee(s), all the relevant plans approvals, plans, etc. and the Allottee/s has satisfied with the same;
- I. Aryamaan, Xrbia, and L&T Asian Realty Project LLP have entered into and executed the Joint Development Agreement dated 22<sup>nd</sup> January, 2021, registered with the Office of the Sub-Registrar of Assurances at Kurla, under



Serial no.KRL5-1847-2021 registered on 15<sup>th</sup> February, 2021 (hereinafter respectively referred to as the “**Joint Development Agreement**”, as per the terms and conditions mentioned therein;

- J. In accordance with the Joint Development Agreement the Promoter-1 has undertaken to develop *inter-alia* a part/portion of the Larger Land admeasuring approximately 10,735.48 square meters (“**the Development Land**”) and more particularly described in the **THIRD SCHEDULE** hereunder written under the applicable Development Control Regulations;
- K. The SRA had, thereafter issued amended IOA dated 9th February, 2022 bearing no. SRA/ENG/3838/N/STGL/AP and SRA/ENG/2720/N/STGL/AP for development of free sale buildings on free sale plot. Further, the SRA had issued an amended IOA dated 13<sup>th</sup> July,2023 bearing no. SRA/ENG/3838/N/STGL/AP for development of free sale buildings on free sale plot
- L. The Promoters-1 is constructing and developing the **Centrona Nova-B** Project on the part of 10,735.48 sq. mtrs being the Development Land. The Promoter-1 shall construct the remaining Free Sale Buildings, on the remaining part of the Development Land (more particularly described in THIRD SCHEDULE hereunder written) in phased manner, in accordance with the plans approved/ that may be approved by the concerned authorities, from time to time. A copy of the proposed layout (subject to suitable modification from time to time), for the said Development Land, is annexed hereto and marked as **ANNEXURE “E”**. The Promoter-1 shall be entitled and be at liberty to carry out construction/development of the remaining towers on the Development Land, in such manner as the Promoter-1 may deem fit and proper, as per its’ sole discretion, provided the Promoters shall not make any change in the location, area and dimensions of the said Apartment sold to the Allottee/s;
- M. The Promoter-1 shall carry out balance development on the Development Land in further phases, in accordance with the approved plans as may be sanctioned by the concerned authorities, from time to time.
- N. By virtue of the aforesaid Joint Development Agreement, Power of Attorney dated 15<sup>th</sup> February, 2021, registered with the Office of the Sub-Registrar of Assurances at Kurla, under Serial no. 1851 of 2021 executed by the Promoter-2 in favour of L&T Asian Realty Project LLP and Power of Attorney dated 15<sup>th</sup> February, 2021, registered with the Office of the Sub-Registrar of Assurances at Kurla, under Serial no.1849 of 2021 executed by the Promoter-3 in favour of L&T Asian Realty Project LLP, the Promoter-1 have sole and exclusive right to sell the apartments, inter alia, in the Project and to enter into agreement/s with the allottee(s)/s of the apartments, and to receive the sale consideration in respect thereof. The Promoter-1 are entitled and enjoined upon to construct the Project. Further, the Promoters are in possession of the Project Land;
- O. The Promoters has entered into a standard Agreement as Architects and Consultants registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. The Promoters reserves the right to change the Architect at the sole discretion of the Promoters;
- P. The Promoters has appointed a structural Engineer for the preparation of the structural designs and drawings of the building/s. The Promoters reserves the right to change the structural Engineer at the sole discretion of the Promoters. The Promoters accepts the professional supervision of the architect and the structural engineers till the completion of the building/s. The Promoters reserves the right to change the structural Engineer at the sole discretion of the Promoters;
- Q. The construction and development of the residential building known as “**Centrona Nova-B**” (“**the said Residential Building**”) on the portion of the Development Land admeasuring 792.95 sq.mts of thereabouts more particularly stated in **FOURTH SCHEDULE** hereunder written (“**the Project Land**”), has been registered as the Real Estate Project with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (“**RERA Rules**”). The Authority has duly issued the Certificate of Registration for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as **ANNEXURE “F”** hereto. The Promoter-1 has an option to increase the floors/residential levels of the said Building, subject to the approvals from the Authorities (defined herein), if required; The “**Project/the Real Estate Project**” named as “**Centrona Nova-B**” with each building in the Project is referred to as “**the said Building**”;

As per Sanctioned Plans:-

RERA Project	Podium &	Stilt / Plinth	Upper floors incl Fire Check (Upto)
Centrona Nova-B	1Basement+ Ground + 5 Podiums + Landscaped terrace in Central MLCP Structure	Ground	26 Habitable Floors

As per Proposed Layout (Subject to Approval):-

RERA Project	Podium &	Stilt / Plinth	Upper floors incl Fire Check (Upto)
Centrona Nova-B	3 level Basement & Central Structure with Ground + Landscaped terrace	Ground	26 Habitable Floors

- R. The Promoter-2 has represented that by and under the Deed of Mortgage Cum Charge dated 2nd November, 2018 executed by and between Aryamaan as the "Borrower", in favour of IDBI Trusteeship Services Limited, as "Security Trustee" and registered with the Office of Sub Registrar of Assurances under Serial no. KRL- 1/13140 of 2018 (hereinafter referred to as the "Aryamaan Mortgage"), in consideration of IndusInd Bank Limited as the "Original Lender" having agreed to grant a various credit facilities up to a maximum principal amount of Rs. 150,00,00,000/- (Rupees One Hundred and Fifty Crores Only), Aryamaan agreed to create mortgage in respect of Phase I B Free Sale Buildings in favour of the Security Trustee therein, acting for and on behalf of IndusInd Bank Limited subject to repayment of the same with interest and on the terms and conditions as contained therein. Aryamaan had also executed a DSRA Agreement, Escrow Agreement, Facility Agent Agreement, Master General Terms Agreement and a Multi-Facility Loan Agreement to obtain the credit facility from IndusInd Bank. As per the No due certificate dated 4<sup>th</sup> October 2023, IndusInd Bank has confirmed that the loan facilities availed to the Promoter -2 have been repaid in full and the same stands closed in their books. Further, a Release Deed dated 2<sup>nd</sup> November 2023 has been executed between IDBI Trusteeship Services Limited and Promoter -2 and the same is registered with the Office of Sub Registrar of Assurances under Serial no. KRL1- 21862-2023.
- S. The Promoter-3 has represented that by and under the Indenture of Mortgage dated 12th June, 2018 executed by and between Aryamaan as the "ADPL", Xrbia, as the "Mortgagor 1", Mr. Rahul Nahar, as the "Mortgagor 2", Xrbia Developers Limited, as "Mortgagor 3" in favour of Vistra ITCL (India) Limited, as "Security Trustee" and registered with the Office of Sub Registrar of Assurances under Serial no. KRL-1/7095 of 2018 ("Xrbia Mortgage"), in consideration of L&T Infrastructure Finance Company Limited as the "Original Lender" had agreed to grant a term loan facility to the extent of Rs. 280,00,00,000/- (Rupees Two Hundred and Eighty Crores Only), the Mortgagors therein have agreed to create mortgage in favour of the Security Trustee therein, acting for and on behalf of L&T Infrastructure Finance Company Limited subject to repayment of the same with interest and on the terms and conditions as contained therein;
- T. The copies of Property Register Card showing the nature of the title of the Promoters to the Said Development Land, on which the apartments are constructed or are to be constructed, have been annexed hereto and marked as **ANNEXURE "G"**;
- U. The Allottee/s is/ are desirous of purchasing a residential apartment and has/have approached the Promoters and requested to allot to him/her/them an apartment in the Building and the Promoters hereby agree to sell to the Allottee/s the apartment (hereinafter referred to as the "said Apartment") and more particularly described in the **FIFTH SCHEDULE** hereunder written;
- V. The copies of the plans and specifications of the said Apartment, agreed to be purchased by the Allottee, as sanctioned/approved and/or being sanctioned/approved by the local authority, are annexed hereto and collectively marked as **ANNEXURE "H"**;
- W. The carpet area of the said Apartment (hereinafter referred to as the said Carpet Area") is more particularly described in the **FIFTH SCHEDULE** hereunder written and "carpet area" means the carpet area, as defined in RERA;
- X. Upon demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the Larger Land and the plans, approvals, designs and specifications prepared by the Promoters' Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made thereunder (hereinafter referred to as "the RERA") as well as the

Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (“**MOFA**”), to the extent applicable;

- Y. While sanctioning the various plans, the concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the Project and upon due observance and performance of which only the completion or occupancy certificate in respect of the Building shall be granted by the concerned local authority. The Promoters have proposed construction of the Building in accordance with the said proposed plans;
- Z. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all Applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- AA. The Promoter-1 has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase and acquire from the Promoter-1, the said Apartment at or for a total consideration more particularly stated in **SIXTH SCHEDULE** hereunder written (hereinafter referred to as the “**said Consideration**”) and upon the terms and conditions mentioned in this Agreement. Prior to the execution of these presents, the Allottee/s has/have paid to the Promoters earnest money more particularly stated in **SIXTH SCHEDULE** hereunder written, being part payment of the Consideration exclusive of GST and other applicable taxes in respect of the said Apartment agreed to be sold by the Promoters to the Allottee/s as advance payment or application fee and the Allottee/s has/have agreed to pay to the Promoters, the balance of the Consideration in the manner hereinafter appearing;
- BB. It is agreed between the Promoters and the Allottee/s that the Allottee/s will have right only as per this Agreement in respect of the said Apartment in the Building in which the Allottee/s has/have agreed to acquire and the Promoters shall be entitled to deal with, develop, dispose of, alienate or encumber the Development Land more particularly described in the **THIRD SCHEDULE** hereunder written or sub develop or assign right of development of the Development Land or any part thereof or any development thereon as the Promoters may desire without any further or other reference or recourse to the Allottee/s and the Allottee/s do hereby confirm the same;
- CC. As per the RERA Act/ Rules, the Promoters are required to execute a written Agreement for Sale of the said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908;
- DD. This Agreement shall be subject to the provisions of RERA, the 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;
- EE. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottee/s hereby agree/s to purchase the said Apartment alongwith ancillary areas (if applicable) alongwith car parking space/s more particularly described in the **FIFTH SCHEDULE** hereunder written. The Promoters hereby also agrees to allocate to the Allottee/s and the Allottee/s hereby agrees to accept and the garage/covered/mechanized /stilt parking (if applicable) as provided hereinafter;

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

**1. THE RECITALS FORM PART OF THE AGREEMENT:**

The Parties hereby agree and confirm that all the recitals of this Agreement form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and shall be interpreted, construed and read accordingly.

**2. CONSTRUCTION:**

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

- 2.1 The Promoter-1 shall *inter alia* construct a residential building on the Project Land together with common areas and facilities in accordance with the plans, designs and specifications obtained by the Promoter-2 as approved by the concerned local authority from time to time. The Promoters have an option to increase the floors/residential levels of the said Building, subject to the approvals from the Authorities (defined herein), if required. The Project shall have facilities, amenities and services and common areas, that may be usable by the Allottee/s on a non-exclusive basis with the other allottee/s as provided in **EIGHTH SCHEDULE** on the terms and conditions as may be applicable.

**Provided that** the Promoters shall, in terms of RERA/RERA Rules, obtain prior consent in writing of the Allottee/s in respect of variations or modifications in the Project which may adversely affect the said Apartment of the Allottee/s, except any variations or modifications or alteration or addition required by



any Government authorities or due to change in law or any change as contemplated by any of the disclosures already made to the Allottee/s, for which no consent of the Allottee/s is/are required.

- 2.2 The Allottee/s is/are aware that, subject to obtaining of requisite approvals from the concerned authorities, the Promoters shall have right to increase the floors/residential levels above the residential floor of the Building more particularly stated hereinabove, for which the Promoters have the right to register with RERA the apartments/units above residential floor more particularly stated hereinabove, either as a separate real estate project or as a part of the Real Estate Project, and the possession/completion date of such separate real estate project may be at a different date. The Allottee/s give the explicit consent to the Promoters for the development/construction of such additional floors/residential levels above the residential floors of the Building more particularly stated hereinabove, either as a separate/independent real estate project/ new phase or as part of the Real Estate Project with the separate timelines to complete the same in terms provisions of RERA, and the Allottee/s agree, confirm and undertake that the Allottee/s shall not raise any objection in this regard, at any time.
- 2.3 It is clarified that the current layout as sanctioned and disclosed to the Allottee/s may be subject to minor changes or revisions as per the requirements of the Architect or Engineer of the Project or as may be required by the concerned local authority/the Government, and/or as may ultimately be approved and/or amended and sanctioned by the Municipal Corporation and/or other bodies and/or authorities concerned or such other alterations which may be made. The Promoters shall intimate the Allottee/s in writing, in respect of such minor changes or additions and the Allottee/s hereby give their consent for the same. Provided however, that the Promoters shall be permitted to make such variations/amendments to the layout/plans/building plans as may be permitted under the Applicable Laws without the consent of the Allottee/s.

### 3. AGREEMENT AND PAYMENT:

- 3.1 The Allottee/s hereby agree/s to purchase from the Promoters, the Promoters hereby agree to sell to the Allottee/s, apartment more particularly stated in **FIFTH SCHEDULE** (hereinafter referred to as "**the said Apartment**"). The Allottee/s has/have applied to the Promoters for allotment of the said Apartment. The said Apartment is more particularly described in the **FIFTH SCHEDULE** hereunder written and hatched in red colour as shown in the Floor Plan thereof hereto annexed and marked as **ANNEXURE "I"** for the consideration more particularly stated in the **SIXTH SCHEDULE** (hereinafter referred to as "**the Consideration**") exclusive of GST and other applicable taxes. Along with said Apartment, ancillary area (if applicable) more particularly mentioned in the **FIFTH SCHEDULE** ("**the said Ancillary Area**") shown on the Plan at **ANNEXURE "I"** hatched in blue colour has been provided. The amenities, fixtures, fittings appurtenant to the said Apartment are more particularly described in the **SEVENTH SCHEDULE** hereunder written ("**Apartment Facilities**"). The nature, extent and description of the (a) Common Areas And Facilities And Amenities and (b) The Key Common Areas And Amenities which are more particularly described in the **EIGHTH SCHEDULE** hereunder written.
- 3.2 The Allottee/s is further desirous of using car parking space in the Project. Acceding to the aforesaid request of the Allottee/s, and pursuant to the discussions and negotiations between the Allottee/s and the Promoters, the Promoters has agreed to allocate to the Allottee/s without any additional consideration the right to use car parking space(s) more particularly stated in **FIFTH SCHEDULE** exclusively for the use of the Allottee/s's own vehicle and/or for parking guests/visitors' vehicle of such Allottee/s and for no other purpose whatsoever, and the exact location and identification of such car parking space/s in the common area of basements/podium/stilt will be finalized by the Promoters only upon completion of the Real Estate Project in all respects ("**the said Car Parking Space**"). The Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the use of the said Car Parking Space by the Promoters, from time to time. It is clarified that the Promoters has provided a mandated reserved area of car parking for the visitors/guests of the allottees of the Project.
- 3.3 The Allottee/s has/have paid on or before execution of this Agreement, a sum more particularly mentioned in **SIXTH SCHEDULE** (not exceeding 10% of the Consideration) as earnest money or application fee ("**Earnest Amount**") and hereby agree/s to pay to the Promoters the balance amount of the Consideration more particularly in **SIXTH SCHEDULE** payable by the Allottee/s strictly in the manner and as per the payment instalments mentioned in **SIXTH SCHEDULE** ("**Payment Plan**").
- 3.4 The Allottee/s shall pay the above Consideration into the bank account more particularly stated in **SIXTH SCHEDULE** as agreed between the Promoters. Such Consideration towards the said Apartment shall be paid in instalments, in accordance with the progress of the construction of the Building and in the

manner as set out in the Clause 3.3 above as well as **SIXTH SCHEDULE**, time being the essence of the contract. The Promoter-1 shall issue a notice/demand note to the Allottee/s intimating the Allottee/s about the stage-wise completion of the Building as detailed in Clause 3.3 as well as **SIXTH SCHEDULE** (the payment at each stage is individually referred to as “**the Instalment**” and collectively referred to as “**the Instalments**”). The payment of the corresponding instalment (as per the Payment Plan) shall be made by the Allottee/s within 15 (fifteen) days of the Promoter-1 making a demand for the payment of the Instalment, time being the essence of the contract. A notice/ intimation forwarded by the Promoter-1 to the Allottee/s that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed.

- 3.5 It is agreed between the Parties that for the amount which becomes due and payable by Allottee/s on the basis of achieving certain milestones, then irrespective of the proposed date on which such milestone was to be achieved, as per proposed schedule of progress disclosed to Allottee/s, the amount shall become payable by the Allottee/s on the date on which such milestone is actually achieved. The Promoter-1 shall be entitled to construct the Building/Project faster and complete it earlier than what is disclosed as the proposed schedule of progress and in such scenario the Promoter-1 reserves the right to change/ revise the payment instalment schedule and accordingly, the Allottee/s shall be obligated to make the balance payment of the Consideration as per the revised payment schedule.
- 3.6 The Consideration shall be paid only to the Promoter-1 or its notified bank(s) and all payments shall be made by way of demand drafts/ pay orders/ cheques/ RTGS/ECS/ NEFT, in the name more particularly stated in **SIXTH SCHEDULE** which is the bank account as agreed between the Promoters (hereinafter referred to as “**the Bank Account**”). In case of any financing arrangement entered by the Allottee/s with any bank / NBFCs/financial institution with respect to the purchase of the said Apartment, the Allottee/s undertakes to direct such bank / NBFCs/financial institution to, and shall ensure that such bank/NBFC/ financial institution does disburse / pay all such amounts due and payable to the Promoter-1 through an account payee cheque / demand draft / pay order / wire transfer drawn in favour of /to the account as mentioned hereinabove. Any payments made in favour of / to any other account other than as mentioned hereinabove shall not be treated as payment towards the said Apartment. The Allottee/s shall satisfy the Promoter-1 either through its banker’s commitment or in such other manner as shall be determined by the Promoter-1 with regard to the security for the payment of each Instalment of the Consideration. The Promoter-1 shall be entitled to change the account (as set out hereinabove) by giving a written notice to the Allottee/s to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid financial institution in such new account. Such written notice shall be effective only if it is issued jointly by the Promoter-1 and signed by both of them. If such bank/NBFC/financial institution defaults in disbursing/paying the sanctioned amounts or part thereof and/or reduces the eligibility of the loan as sanctioned or part thereof as payable to the Promoter-1 in the manner detailed in the **SIXTH SCHEDULE** hereunder written, then the Allottee/s agree(s) and undertake(s) to pay such amounts to the Promoter-1 in the manner detailed in the **SIXTH SCHEDULE** hereunder written, otherwise, the same shall be construed as a default on the part of the Allottee/s and the Promoter-1 shall be entitled to exercise the provisions of Clause 23.2 herein below. The Allottee/s further agree(s) and confirm(s) that in the event the Allottee/s enter(s) into any loan/financing arrangement with any bank/NBFC/financial institution, then such bank/NBFC/ financial institution shall make/release the payments, from the sanctioned loan, towards the Consideration directly to the bank account as aforesaid , based on the payment schedule as described herein, upon receiving the demand letter/notice from the Promoter-1 addressed to the Allottee/s and to the bank/NBFC/financial institution.
- 3.7 The Consideration payable in instalments in accordance with Clause 3.3 above as well as **SIXTH SCHEDULE** excludes Taxes (consisting of tax paid or payable by the Promoter-1 by way of Goods and Service Tax (GST), and Cess or any other taxes and/or cesses which may be levied, in connection with the development and construction of and carrying out the Project ) up to the date of handing over the possession of the said Apartment to the Allottee/s, all of which shall be borne and paid by the Allottee/s alone. Any and all taxes, including GST, Stamp Duty, and any tax, levy or imposts etc. arising from sale or transfer of the said Apartment to the Allottee/s or the transaction contemplated herein shall be borne and paid by the Allottee/s alone.
- 3.8 The Allottee/s shall deduct tax at source (“**TDS**”) from each instalment of the Consideration and any Other charges as required under the Income tax Act, 1961 and any applicable law. The Allottee/s shall duly cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 within the time stipulated under the Income Tax Act, 1961. In the event of any loss of tax credit to the Promoter-1 due to the Allottee/s’s failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoter-1 from the Allottee/s. The Allottee/s agrees and undertakes to pay all such taxes, as may be applicable, in present and future, in respect of the said Apartment. The Allottee/s hereby indemnify and shall keep indemnified, the Promoter-1 of all claims, expenses, penalty and



charges towards GST and / or any other charges/taxes, as may be introduced by the Government and / or the Local Bodies and the Allottee/s shall be solely liable to bear and pay the same, as and when called upon to do so, by the Promoter-1. The Allottee/s agrees and confirm that in the event of delay / default in making payment of the TDS or any such taxes or amounts under this Agreement as called upon by the Promoter-1, then without prejudice to any other rights or remedies available with the Promoter-1 under this Agreement, the Promoter-1 shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee/s and the Allottee/s shall forthwith pay the adjusted amount due and payable by the Allottee/s to the Promoter-1.

- 3.9 Notwithstanding anything contained herein, each payment made by the Allottee/s shall be allocated at the discretion of the Promoter-1. It will be the sole discretion of the Promoter-1 to appropriate any amounts received from the Allottee/s towards the payment of any Instalments of the Consideration or any amount that may be owed by the Allottee/s to the Promoter-1.
- 3.10 The Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority /Local Bodies/Government from time to time AND on account of any increase in the cost of construction of the Building due to depreciation of the Rupee by more than 5% (five percent) beyond the prevailing exchange rate with the US Dollar (\$) or any other foreign currency, as on the date of start of construction of the Building, and the Allottee/s shall pay such proportionate share, as demanded by the Promoter-1. Further the Promoter-1 undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter-1 shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- 3.11 The Allottee/s hereby confirm that, from the date of entering into this Agreement, it shall be the obligation of the Allottee/s to bear and pay any additional development charges for layout conditions and fulfilment thereof and the same shall be borne and paid by the Allottee/s alongwith the other Allottee/s in the Project and the Promoters shall not be responsible or liable to pay the same.
- 3.12 The Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, out-of-pocket expenses and/or incidental charges in connection with the documents to be executed for the sale of the said Apartment including on this Agreement all of which shall be borne by the Allottee/s, in addition to the Consideration.
- 3.13 The Promoter-1 may allow, in their sole discretion, a rebate for early payments of equal instalments payable by the Allottee/s by discounting such early payments more particularly stated in the **SIXTH SCHEDULE** for the period by which the respective Instalment has been preponed (rates to be determined by the Promoter-1 in their sole discretion). The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee/s by the Promoter-1.
- 3.14 The Promoter-1 shall confirm the final carpet area that has been allotted to the Allottee/s after the construction and development of the Building is complete and the occupancy certificate in respect thereof is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent) or such other larger percentage provided under applicable laws. The Consideration payable for the carpet area shall be recalculated (if required) upon confirmation by the Promoter-1. If there is any reduction in the carpet area beyond the abovementioned variation cap, then the Promoter-1 shall refund the excess money paid by the Allottee/s within forty-five (45) days with annual interest at the rate specified under the RERA/RERA 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 Allottee/s, the Promoter-1 shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3.1 of this Agreement. For the purpose of this clause, the term "carpet area" shall have the same meaning as described in the Act. However, notwithstanding the foregoing, it is expressly clarified that no adjustment will be made to the Consideration if the difference between the actual carpet area of the Said Apartment and the carpet area mentioned under this Agreement is less than or equal to 3% (three percent).
- 3.15 The Allottee/s authorize/s the Promoter-1 to adjust/appropriate all payments made by him/her/it/them under any head(s) of dues against lawful outstanding, if any, in his/her/its/their name/s as the Promoter-1 may in their sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoter-1 to adjust his/her/its/their payments in any manner. The amount/s paid by the Allottee/s to the Promoter-1 shall be appropriated firstly towards taxes payable by him/her, then towards interest

payable for all outstanding instalments towards the Consideration in respect of the said Apartment, cheque bounce charges (if any), then any administrative expenses and lastly, towards consideration/outstanding dues in respect of the said Apartment.

- 3.16 The Promoter-1 have agreed to sell to the Allottee/s and the Allottee/s has/have agreed to acquire from the Promoter-1 the said Apartment on the basis of the carpet area only and the Consideration agreed to be paid by the Allottee/s to the Promoter-1 agreed on the basis of the carpet area of the said Apartment.
- 3.17 The Promoter-1 has specifically informed the Allottee/s that in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee/s to the Promoter-1, then the Allottee/s shall be liable to provide the source of the amount paid by the Allottee/s to the satisfaction of such authorities or agency. The Allottee/s hereby indemnify/ies the Promoter-1 and continue/s to keep the Promoter-1 indemnified against all the expenses, charges and payments arising out of failure of providing satisfactory reply to the statutory or Government or Semi-Government Authority or agency or Revenue Authorities or any other statutory authorities for any amount paid by the Allottee/s either from his/her/its/their own account or made through third party. In the event the Allottee/s is/are not able to satisfy the statutory authorities about the source of the payment made to the Promoter-1 then, the Promoter-1 shall be entitled to withhold the possession of the said Apartment or exercise the option to terminate this Agreement.
- 3.18 The Promoters shall be entitled to securitize the Consideration and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/NBFCs/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Consideration and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter-1, the Allottee/s shall be required to make payment of the Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

#### 4. OUTGOINGS:

- 4.1 (a) From the Handover date as referred in Clause 19.1 hereinbelow, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of Outgoings including local taxes, betterment charges or development tax or security deposit for the purpose of providing the provision for water connection, provision for the drainage connection and/or provisions for the electricity connection and any other charges of similar nature or such other levies by the concerned local authority and/or Government and also including charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and maintenance charges, charges and fees payable to any third party/agency engaged by the Promoters as per this Clause and all other expenses necessary and/or incidental to the management and maintenance of the said Development Land and the Project (collectively referred to as "**the Outgoings**"). In determining such proportionate share of the Allottee/s in the Outgoings the discretion of the Promoters shall be conclusive and binding upon the Allottees/s. Until an organization/association for individual Project and/or Building(s) (hereinafter is referred to as "**the Association**") is formed and the said structure of the Building (excluding basements and podiums) is conveyed/transferred/assigned/sub-leased to the Association, the Allottee/s shall pay to the Promoters, the Outgoings. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters until a conveyance of the structure of the Building (excluding basements and podiums) is executed in favour of the Association as aforesaid. On such conveyance being executed for the structure of the Building (excluding basements and podiums), the deposits (after deduction provided for in this Agreement), if any, shall be paid over by the Promoters to the Association.
- (b) Likewise, until the Apex Body is formed and the Property to be Transferred to the Apex is so transferred and handed over, the Allottee/s shall pay to the Promoters Outgoings pertaining to the Property to be Transferred to the Apex. It is agreed that the betterment charges referred to hereinabove shall include the pro-rata charges which the Allottee/s may be called upon to pay to the Promoters in respect of installation of pipe line, water mains, sewerage line, sewerage mains, electric cables, electric sub-station (if any), making and maintaining of internal roads and access, drainage, lay out and all other facilities from time to time, till the charge of the Property to be Transferred to the Apex handed over to the Apex Body.
- (c) The Promoters shall retain an amount equivalent to 3 (three) months of maintenance charges as 'deposit' towards any shortfall/deficit in payment of the same. The amounts so paid by the Allottees, towards maintenance charges to the Promoters, shall not carry any interest and remain with the Promoters until the hand over of charge in favour of the society or a limited company or Association of Allottees, as aforesaid. Upon handover of charge of the common areas of the Building and/or Common Areas and facilities to the society and/or Association of Allottees, the Allottees shall pay the monthly /

quarterly maintenance charges to the society / Association of Allottees, as applicable, at that time. Upon the handover of charge, the aforesaid deposits (less deduction provided for in this Agreement), in respect of those apartments/buildings for which occupancy certificate has been granted, shall be paid / handed over by the Promoters to the society or the limited company or Association of Allottees, as the case may be.

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

- 4.2 The Allottee/s shall on or before delivery of possession of the Apartment keep deposited with the Promoters ("**Other Charges**"), certain amount more particularly stated in **SIXTH SCHEDULE** (hereinafter referred to as the said "**Other Charges**"). The amounts for the items specified in the table referred above, paid by the Allottee/s to the Promoters shall not carry any interest. The Ad-hoc Maintenance Charges towards the Property to be Transferred to the Apex Body will remain with the Promoters until the Property to be Transferred to the Apex Body is conveyed and handed over to the Apex Body which shall not carry any interest.
- 4.3 The Allottee shall make payment towards formation and registration of the Society as well as Apex Body and for meeting all legal costs, charges and expenses including professional costs of the Advocates of the Promoters in connection with preparation of the conveyance/lease deed etc., it being agreed that the Promoters shall not be required to give details of these expenses;
- 4.4 The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Society / Association / Apex Body or towards the out goings, and shall utilize the amounts only for the purposes for which they have been received.

## **5. PROPERTY TAXES:**

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

## **6. BUILDING PROTECTION DEPOSIT:**

- 6.1 The Allottee/s shall, on or before the Handover Date, pay to the Promoter-1, the Building Protection Deposit set out in the **SIXTH SCHEDULE** hereto.
- 6.2 The Building Protection Deposit shall be returned to the Allottee/s after completion of fit-out / interior work by the Allottee/s, if any, and subject to the possession policy and permissible changes policy of the Promoter-1.
- 6.3 The Allottee/s hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Allottee/s shall notify the Promoter-1 about completion of all fit-out or interior works in the said Apartment. On receiving this notification, the Promoter-1's representatives / nominees shall inspect the Apartment, its immediate vicinity and attached Common Areas and Amenities like lift lobbies, etc. for compliance with possession policy and policy on permissible changes. If all changes made by the Allottee/s are in adherence to permissible changes policy then the Building Protection Deposit shall be returned.
- 6.4 In the event any violations are observed by the Promoter-1's representatives / nominees then the same



shall be intimated to the Allottee/s and the Allottee/s shall get the same rectified within 15 (fifteen) days from the date of the said intimation at his/her/its cost and risk.

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

#### **7. COMPLIANCE OF LAW BY PROMOTERS:**

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

#### **8. TIME IS OF THE ESSENCE:**

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

#### **9. DISCLOSURES TO THE ALLOTTEE & RIGHTS AND ENTITLEMENTS OF THE PROMOTERS**

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

##### **9.1 TITLE:**

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

##### **9.2 APPROVALS:**

- 9.2.1 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the approvals and permissions issued in respect of the development of the said Project Land.
- 9.2.2 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the drawings, plans and specifications in respect of the said Tower, the Project, the layout thereof, the layout of the Project, IOD, CC, building plans, floor plans, designs and specifications, common areas, facilities and amenities (including as mentioned in the **EIGHTH SCHEDULE** hereunder written).
- 9.2.3 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the internal fixtures and fittings to be provided in the said Apartment, as listed in the **SEVENTH SCHEDULE** hereunder written.
- 9.2.4 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the designs and materials for construction of the said Project Land on the Larger Property.

- 9.2.5 At present, the Promoter-2 estimates that the full and maximal development potential of the Larger Property may permit utilisation of the Full Development Potential on the Larger Property. The aforesaid development potential may increase during the course of development of the said Project Land, the Development Land, and the Promoters shall be entitled to all such increments and accretions.
- 9.2.6 The Promoters currently envisages that the Project Included Amenities, shall be provided in the layout of the Project and the Development Land. Whilst undertaking the development of the Project and the Development Land to its full and maximal potential, there may be certain additions/modifications to the Project included Amenities and/or relocations/realignments/re-designations/changes, and the Allottee hereby consents and agrees to the same.
- 9.2.7 The Allottee/s has/have carried out his/her/its/their independent due diligence and search in respect of the development of the said Residential Building, the said Project Land and the Project being undertaken by the Promoters and pursuant thereto, find no inconsistency in the development/construction of the said Residential Building, the said Project and the Development Land.

## **10. FIXTURES, FITTINGS, AMENITIES AND COMMON AREAS:**

- 10.1 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided in the Apartment with particular brand, or price range (if unbranded) to be provided by the Promoters in the Building and the Apartment are as set out in **SEVENTH SCHEDULE** hereunder written. In the event fittings/amenities of the said specifications are not available in the market wherefrom other materials are procured, the Promoters may provide fittings/amenities of similar brand or make or as close to the said specifications as the circumstances may permit or their near substitutes.
- 10.2 The facilities, amenities and services ("**Amenities**") and common areas specified in the **EIGHTH SCHEDULE** hereunder written shall be made available to the Allottee/s on a non-exclusive basis in a phase wise manner on such terms and conditions as may be applicable. It is clarified that the Allottee/s shall not be entitled to any other amenities other than those provided in the **EIGHTH SCHEDULE** hereunder written. In case there are any additional Amenities which are not provided for in the **EIGHTH SCHEDULE**, the use and allocation thereof shall be at the sole discretion of the Promoters whose decision shall be final and binding. The Promoters shall, post issuance of possession demand letter, take steps to provide access to public utilities such as water. However, the Promoters shall not be responsible for water supply and/or delays on the part of utility provider/s. The Promoters shall, however, make alternate arrangements to provide uninterrupted potable water, for initial 3 months from Handover Date or till such time the relevant authority/utility provider does not supply water, whichever is earlier. Location of Amenities, if indicated on the Project Layout, is tentative and subject to change.

## **11. FLOOR SPACE INDEX PROMOTERS:**

- 11.1 The Promoters propose to utilize 12,556.50 sq. meters of FSI for the Project by availing TDR and/or FSI available on payment of premium and/or FSI available as incentive FSI and/or staircase area by implementing various schemes as mentioned in the Development Control Regulation and/or based on expectation of increased FSI which may be available in future on modification to the Development Control Regulations applicable to the Project. The FSI to be utilized for the Project shall be approximately 12,556.50 mtrs. The Promoters shall also be entitled, and/or reserve the rights, to increase the floors/residential levels of the said Buildings beyond the floors/ the residential levels, subject to the approvals from the Authorities, with option to either make the increased floors as part of the Project or register the floors beyond the floors/ the residential levels of Buildings as separate project, and the Allottee/s shall not have or raise any objection for the same. The Promoters shall utilize the remaining FSI available from time to time, on the Development Land anywhere on the Development Land. The Promoters shall also be entitled to avail TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future in case of modification to the Development Control Regulations, which are applicable to the Project. The Promoters have disclosed the Floor Space Index of 12,556.50 sq. mtrs., as of date, as proposed to be utilized by them for construction and development of the Project and Allottee/s has/have agreed to purchase the said Apartment based on the proposed construction and development and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall



belong to Promoters only. The Promoters shall utilize the remaining available Floor Space Index that may become available anywhere on the Development Land. The Promoters shall load the TDR/FSI available on payment of premium and Future FSI and / or FSI available as incentive FSI to the maximum extent possible on the Larger Land. The Promoters shall be entitled to the enhanced, future and estimated/projected/envisaged Floor Space Index, Premium Floor Space Index, development rights, development rights certificates, transferable development rights and other development potential, benefits, potential, yield, and/or advantages, and/or as may be available on any account whatsoever, and/or any other rights, benefits and/or any floating rights of any nature whatsoever, and by whatever name called, arising out of and/or available in respect of the Development Land including fungible FSI, additional FSI, special FSI, compensatory FSI, incentive FSI, paid FSI, that is, or may be, available, or acquired, under any Applicable Law, or otherwise howsoever, and/or arising pursuant to and/or by way of hand over and/or transfer, to any Governmental Authority or persons, of any reservations or any part/s of the Development Land. The use of Floor Space Index shall be at the discretion of the Promoters and be distributed and apportioned and utilized in respect of the Development Land. The Floor Space Index that may be generated on account of increased FSI due to change in Development Plan/ Development Control Regulations, government policy etc. shall also be used by the Promoters as deem fit and proper in respect of the Development Land as a separate phase, without affecting the Project.

- 11.2 It is agreed that if the FSI as disclosed is not consumed in full in the construction of the Building/ Project and if before the transfer of the said Development Land to the Apex Body, any further construction on the said Development Land is allowed in accordance with the Rules and Regulations of the local competent authority, then the Promoters would be entitled to put up additional or other constructions in accordance with this Agreement and the RERA and without any hindrance by the Allottee/s and to sell the additional premises thus available on ownership basis or in any other manner and to receive and appropriate the price in respect thereof.
- 11.3 The Promoters shall be entitled to consume additional FSI available under the Development Control Regulations or by any special concession granted by the Municipal Corporation and/or any other authority in respect of the FSI available in lieu of any reservations on the Development Land. The Promoters shall be entitled to any increased/additional FSI which may be available, in future, in respect of the Development Land as may be permissible under the applicable laws.

## **12. RIGHTS AND ENTITLEMENTS OF THE PROMOTERS:**

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

pumps, recreation areas and their dimension as the Promoters deem fit and as permitted under the relevant statutory rules and regulations and as per Applicable Laws.

- 12.6 The Promoters shall have the right to designate and allot any space in the Development Land/Project Land to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services (including without limitation, electricity and telecommunication related services) availed by the allottees of all apartments and occupants of the Building.
- 12.7 The Promoters shall also be entitled to designate/allot/lease any space in the Development Land/ Project Land to the Maharashtra State Electricity Distribution Company Ltd, (MSEDCL) or the Bombay Electric Supply and Transport Undertaking (BEST) or The Tata Power Company Limited (TATA) or such other entity as the Promoters may appoint for the purpose of installing a power sub-station with a view to service the electricity requirement in the Project Land/Development Land. The aforesaid designated spaces may be given to the relevant service provider either on leave and license basis or on leasehold basis and the Allottee/s shall have no objections regarding the same. It is clarified that the service providers will be entitled to operate from and out of such designated spaces even after the Project Land is transferred to the Apex Body.
- 12.8 It is expressly agreed that the Promoters shall always have a right and be entitled to put a hoarding/s on the Project Land/ Building/ Development Land/Larger Land including on the terrace and on the parapet wall of the Building and the said hoarding/s may be illuminated or comprising of sign/neon sign etc and for that purpose the Promoters are fully entitled to and authorized to construct or allow temporary or permanent construction or erection for installation either on the exterior of the Building or on the Project Land/ Development Land/Larger Land as the case may be and further the Promoters shall be entitled to use and allow third parties to use any part of the Building and the Project Land/ Development Land / Larger Land for installation of cables, satellite, communication equipment, cellular telephone equipment, radio, turnkey equipment, wireless equipment etc. The Allottee/s agree/s not to object or dispute the same. It is expressly agreed by the Allottee/s that the Promoters, at their discretion, are entitled to transfer, assign and/or deal with or dispose of their rights under this clause to any person or persons.
- 12.9 The Promoters shall be entitled to put up appropriate signboards in the Project /Project Land/Development Land or any part thereof and to publish advertisements and other literature and notices relating to the development schemes and the construction of the Building and/or sale of the Building and apartments in the newspapers and other media.
- 12.10 The Promoters shall be entitled to construct site offices/sales lounge on the Project Land/Development Land and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the Larger Land or any portion thereof is conveyed/ assigned to the Organization/ Association/ Apex Body and shall continue until the entire Larger Land has been developed.
- 12.11 As and when the circumstances may require or the Promoters may deem fit, the Promoters may introduce safety and security measures for protection of the Building, their occupants and their property, which shall be adhered to by the Allottee/s. These safety measures may be introduced by the Organization/ Association, as and when formed.
- 12.12 The Promoters shall have a first lien and charge in respect of the Apartment till such time that the Allottee/s has/have made full and complete payment of all monies payable under this Agreement.
- 12.13 The Promoters may at any time assign or transfer in whole or in part their rights and obligations in respect of the Project as per applicable laws.
- 12.14 The Allottee/s declare/s that he/she/it/they shall not have any objection to the Promoters creating a mortgage or charge of the Project/Project Land/Building in favour of any bank or financial institution or any other person. Provided that the mortgage shall be cleared by the Promoters at their own expenses and it will not affect the rights or interest of such Allottee/s. For the purpose of availing any loan in respect of the Project, the Promoters shall be entitled to create such security as they may deem fit including creation of a charge over the receivables from the Project.
- 12.15 The Promoters may complete any part, portion or floor of the Building and obtain part Occupation Certificate and give possession of apartment/s therein to the allottee/s of such apartments and the Allottee/s herein shall not be entitled to raise any objection thereto. If the Allottee/s take/s possession of the Apartment in such partly completed Building, part or portion or floor and the Promoters or its agents or contractors shall carry on the remaining work with the Allottee/s occupying his/her/their

Apartment, then the Allottee/s shall not object to, protest or obstruct in the execution of such work.

- 12.16 The Promoters have the sole and absolute authority regarding any contracts, arrangements, memoranda and/or writings executed for the Project including appointment of any agency, firm or corporate body or person or any other organization or association to maintain and manage, control and regulate the Building or other such buildings in the Project /Development Land including power and authority to collect the said outgoings, charges and other amounts for such period from the date of the Occupation Certificate of the Building or the Project/Larger Project as the Promoters may determine, for such consideration and on such terms and conditions as the Promoters may deem fit. With regard to the appointment of such external agency for management and maintenance the Allottee/s shall pay such charges and outgoings proportionate to their share and in accordance with the Applicable Laws.
- 12.17 The Promoters shall be entitled to call upon the Allottee/s to satisfy the Promoters either through the Allottee/s's banker's commitment or in such other manner as may be determined by the Promoters, with regard to the Allottee/s's financial and other capabilities to pay the Consideration amount, taxes, other charges and all other amounts as per the Agreement to the Promoters and to complete the sale and transfer of the said Apartment.
- 12.18 In the event of the Promoters having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, etc. payable to any sanctioning authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Allottee/s to the Promoters in proportion to the carpet area of the Apartment or otherwise as may be determined by the Promoters and non- payment of the same, shall constitute a breach of this Agreement.
- 12.19 Pursuant to conveyance of the habitable floors of the Building i.e. structure excluding the basements, stilts and podiums, in favour of the Organization/Association, Organization/Association shall be responsible for the operation and management and/or supervision of the Building (excluding the basements, stilts and podiums), in accordance with the provisions of this Agreement, the Allottee/s shall extend necessary co-operation and shall do necessary acts, deeds, matter, things as may be required in this regard in accordance with the provisions of this Agreement.
- 12.20 Pursuant to conveyance of the Property to be Transferred to the Apex (as defined hereinafter), in favour of the Apex Body, the Apex Body shall be responsible for the operation and management and/or supervision of the common areas of the Property to be Transferred to the Apex, in accordance with the provisions of this Agreement, the Allottee/s shall extend necessary co- operation and shall do necessary acts, deeds, matter, things as may be required in this regard in accordance with the provisions of this Agreement.
- 12.21 Post formation of the Organization/Association, the Promoters shall continue to be entitled to such unsold apartments and to undertake the marketing, sale etc. of such unsold apartments. After the receipt of the Occupancy Certificate, the Promoters shall not be liable or required to bear and/or pay any amount by way of contribution, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Organization/Association for the sale/allotment or transfer of the unsold apartments in the Building or in the Development Land. It is clarified that even after the formation of the Apex Body, the Promoters shall continue to be entitled to such unsold apartments and to undertake the marketing, sale etc. of such unsold apartments.
- 12.22 The Allottee/s is/are fully aware that the Development Land is under development as a "layout proposal" and further residential/commercial development is proposed to be constructed on the remaining portion of the Development Land by the Promoters or its assigns and the Allottee/s has/have no objection in regard to the same. The Promoters shall also be entitled to make changes to the plans and layout of the Development Land, including changes to the type of buildings, height of buildings, change in the name of the Project/buildings, amenities (including the Amenities), common areas, general lay out, etc. and the Allottee/s irrevocably consents to all such changes. The Promoters shall also be entitled, and/or reserve the rights, to increase the floors/residential levels of the said Buildings beyond the floors/residential levels, subject to the approvals from the Authorities, with option to either make the increased floors as part of the Project or register the floors beyond the floors/ residential levels of the said Buildings as separate project, and the Allottee/s shall not have or raise any objection for the same. The Promoters shall be entitled to construct multiple buildings having maximum permissible height by way of constructing multiple floors on the balance portion of the said Larger Land/Development Land. For future development the layout of the said Larger Land may be modified/revised/amended without requiring the consent of Allottee/s and/or the society/limited company/ association of Allottee/s. The Allottee/s does hereby give his/her/it/their irrevocable consent for further development / construction of additional buildings by the Promoters and persons claiming through them on the Larger Land/Development Land (including all changes thereto as mentioned above or otherwise) as



contemplated by Section 7 and 7A of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Rules framed thereunder and/or section 14 of the Act.

- 12.23 In addition to the above, the Promoters may complete any wing, part, portion or floor of the Building / Residential Buildings and obtain part Occupation Certificates and give possession of the said Apartment to the Allottee/s hereof and the Allottee/s shall not be entitled to raise any objection thereto. If the Allottee/s take/s possession of the said Apartment in such partly completed wing, part or portion or floor, the Promoters or its agents or contractors shall carry on the remaining work with the Allottee/s occupying his/her/their/its Flat. The Allottee/s shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them;
- 12.24 The Promoters reserve the right to use the vehicular access road/pathway and/or part of the access road/pathway on the ground floor/level of the Project/Development Land/said Larger land and also the driveway of the parking/non-tower area on the Development Land, for the entry/exit of construction vehicles/other heavy vehicles, for completing the balance development of the Development Land and the Allottee/s shall not object, protest, dispute the same and/or cause any obstruction/hinderance for the use of the said access road/driveway by the Promoters, at any point in time.

### **13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:**

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

- 13.1 The Promoters have the requisite rights to carry out development upon the Project Land as declared in the title report annexed to this Agreement and also have actual, physical and legal possession of the same for the implementation of the Project;
- 13.2 The Promoters have lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- 13.3 The Promoters represent and warrant that there are no encumbrances upon the Project or Project Land /Development Land except those disclosed in the title report and as disclosed to the Authority under RERA on its website;
- 13.4 The Promoters represent and warrant that there are no litigations pending before any Court of law with respect to the Project or Project Land /Development Land except those disclosed herein and/or as disclosed to the Authority under the RERA on its website;
- 13.5 The Promoters represents and warrants that all approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and Building shall be obtained by following due process of law. The Promoters have been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project, Project Land, Building and common areas
- 13.6 The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- 13.7 The Promoters have not entered into any agreements for sale or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
- 13.8 The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- 13.9 At the time of execution of the conveyance deed of the structure to the Organization/Association, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Building (excluding basements and podiums) to the Organization/Association. It is clarified that those common areas that are to be handed over to the Apex Body shall be held by the Promoters and shall be handed over to the Apex Body upon its formation in accordance with the timeline mentioned hereunder;
- 13.10 The Promoters have duly paid and shall continue to pay and discharge their respective undisputed

governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities;

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

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

#### **14. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S:**

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

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



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

- 15.1 The Allottee/s hereby agree/s and confirm/s that the Consideration shall be paid in accordance with the Instalments payable by the Allottee/s under these presents on the due dates (time being of the essence of this Agreement), without any delay or default and any default by the Allottee/s in this regard shall entitle the Promoters to enforce default remedies as set out hereunder.
- 15.2 The Allottee/s shall use the said Apartment or any part thereof only for residential purpose. He/She/It/They shall use the garage or parking space only for purpose of keeping or parking his/her/its/their car.
- 15.3 The Allottee/s along with other allottee/s of apartments in the Building shall join in forming and registering the Organization/Association, as mentioned in this Agreement and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Organization/Association and for becoming a member, including the bye-laws of the proposed Organization/Association and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee/s, so as to enable the Promoters to register the common organization/Association of allottee/s(s).
- 15.4 At the time of registration of conveyance of the structure of the Building the Allottee/s shall pay to the Promoters, the Allottee/s's share of stamp duty and registration charges payable, by the said Organization/Association on such conveyance or any document or instrument of transfer in respect of the structure of the Building. At the time of registration of conveyance of the Development Land P, the Allottee/s shall pay to the Promoters, the Allottee/s's share of stamp duty and registration charges payable, by the said Apex Body on such conveyance or any document or instrument of transfer in respect of the Project land to be executed in favour of the Apex Body.
- 15.5 The Allottee/s shall be entitled to avail of a loan from a bank/financial institution and to mortgage the said Apartment by way of security for repayment of the said loan to such bank/financial institution only with the prior written consent of the Promoters. Subject to the Allottee/s complying with its/his/their obligations hereunder, the Promoters shall grant its no-objection, whereby the Promoters shall express its no-objection to the Allottee/s availing of such loan and mortgaging the said Apartment with such bank/financial institution, provided however, the Promoters shall not be liable for repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and provided further that such mortgage created in favour of such bank/financial institution in respect of the said Apartment shall not in any manner jeopardize the Promoters right to receive the Consideration and other charges and to develop the balance of the Project Land. Such mortgage created in favour of such bank/financial institution shall be subject to the Promoters first lien and charge on the said Apartment in respect of the unpaid amounts payable by the Allottee/s to the Promoters under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoters shall issue the said no-objection letter provided that the concerned bank/financial institution agrees to make payment of the Consideration of the said Apartment directly to the Promoters as per the schedule of payment of the Consideration amount provided in this Agreement. The Allottee/s agree/s to sign and deliver to the Promoters before taking possession of the said Apartment and also thereafter, all writings and papers as may be reasonably necessary and required by the Promoters including possession letter, electric meter, transfer forms and other papers, necessary and expedient for formation and registration of the Organization/Association/Apex Body as mentioned hereinafter.
- 15.6 The Allottee/s shall permit the Promoters and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Apartment or any part thereof for the purpose of making, repairing, maintaining, rebuilding, cleaning, lighting and keep in order and good condition services, drains, pipes, cables, water connection, electric connections, wires, part structures, and other conveniences belonging to, serving or used for the Building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires and for similar purpose and also for the purpose of cutting off the supply of water to the Apartment or any other apartment or the Building in respect whereof the Allottee/s or the occupier of any other said Apartment as the case may be shall be in default in paying his/her/its/their share of the water charges and maintenance bill issued by the Promoters and/or the said Organization/Association as the case may be.
- 15.7 The Allottee/s hereby agree/s/covenant/s that whenever any notice is received by the Allottee/s or by the Promoters from the Government/concerned local authority/any other public authority for payment of any GST or any other taxes/duties/levies with regard to Allottee/s's Apartment, then the Allottee/s undertake/s to pay the same immediately to the Promoters/Government as desired by the Promoters. The Allottee/s is/are aware that he/she/it/they is/are solely responsible, liable and bound to pay taxes

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

- 15.8 The Allottee/s also agree/s to reimburse to the Promoters the amounts which may be paid by the Promoters to the Government/concerned local authority / anyother public authority on the Allottee/s's behalf.
- 15.9 The Occupiers/Society formed by the Allottee/s shall be responsible for the disposal of wet waste which shall be treated in situ and also the same shall have to be maintained in operational condition as per the requirement of MCGM, if any.
- 15.10 Irrespective of disputes which may arise between the Promoters and the Allottee/s and/or the said Organization /Association and / or the Apex Body (asthe case may be) all amounts, contributions and deposits including amounts payable by the Allottee/s to the Promoters under this Agreement shall always be paid punctually by the Allottee/s to the Promoters and shall not be withheld by the Allottee/s for any reason whatsoever.

#### **16. COVENANTS OF THE ALLOTTEE/S:**

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

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

the terms mentioned hereinabove, the Allottee/s shall be solely responsible for all the consequences arising because of the same).

- 16.7 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Development Land and/or Project or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 16.8 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Larger Land /the said Development Land and the Building in which the Apartment is situated;
- 16.9 Not cause any hardship, annoyance or nuisance to any other allottee/s;
- 16.10 Not change user in respect of the said Apartment without prior written permission of the Promoters or relevant authority;
- 16.11 Pay to the Promoters within 15 (fifteen) days of demand by the Promoters, his/her/its/their share of security deposit demanded by concerned local authority of Government for giving water, electricity or any other service connection to the Building in which the said Apartment is situated; However, Allottee/s has agreed that the Promoters shall not be responsible for power fluctuation, power failure, delay in / interruption of gas supply, power supply, water supply by the concerned authority and /or any other such utility service provider, if any.
- 16.12 To bear and pay increase in local tax, water charge and such other levies, if any which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s other than the purpose for which it is sold;
- 16.13 The Allottee shall not transfer/sell/sub-let/assign or part with the Allottees interest or benefit under this Agreement or part with possession of the said Apartment, till the payment of the entire Consideration and other dues and amounts, payable in respect of the said Apartment to the Promoters and with the written consent of the Promoters. In the event the Allottee intends to transfer/ sell/ sub-let/assign the said Apartment after handover of possession of the said Apartment but before the formation of the society / Association of the allottees, the Allottee shall require the prior written consent of the Promoters and the Allottee/s shall pay, to the Promoters, assignment/ facilitation charges (being pre-determined facilitation and processing charges) calculated at 3% (three per cent) of the Consideration of the said Apartment, at the on-going sale value or the sale value, whichever is higher, without demur and protest.
- 16.14 The Allottee/s shall observe and perform all the rules and regulations which the society/Association /Apex may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Development Land Project/Building and the apartments therein and for the observance and performance of the Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said society/Association /Apex regarding the occupancy and use of the said Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement. The Allottee/s shall adhere to, comply with and follow the fit out manuals and house rules issued by the Promoters for carrying out interior/internal works. The said fit out manual and house rules will be given to the Allottee/s on handover/possession of the said Apartment;
- 16.15 Till a conveyance of the Property is executed in favour of the Apex Body or Federation, the Allottee/s shall permit the Promoters and their successors, surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land or any part thereof to view and examine the state and condition thereof;
- 16.16 The Allottee/s shall not be entitled to change the name of the Project and/or the Development. The Allottee/s shall not remove the signage of the Promoters anywhere from the Project/said Development Land.
- 16.17 The Allottee/s further agrees that, the Promoters are not responsible for providing any mobile network, cable tv, DTH or similar services.
- 16.18 The Allottee/s has/have confirmed and assured the Promoters prior to entering into this Agreement, that he/she/it/they has/have obtained legal advice and read and understood the RERA as well as MOFA (to the extent applicable) and its implications thereof in relation to the various provisions of this Agreement. The Allottee/s is/are entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the transaction, the said Development Land and the Building. The Allottee/s hereby undertake/s that he/she/it/they shall comply with and carry out, all the requirements, requisitions, demands and repairs which are required by any Development Authority/ Municipal Corporation /Government or any other competent authority in respect of the said Apartment at his/her/its/their own cost and keep the Promoters indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs;
- 16.19 The Allottee/s are aware that various utilities such as water, electricity, etc. may still be in the process of being installed by the relevant utility service providers when possession is offered to the Allottees. The Amenities shall be completed in phased manner and shall be handed over and ready for use, as and



when the same are completed. The Amenities may be completed after possession is offered. Non completion of Amenities shall not be a ground for refusing to take possession. The Allottee/s confirm that they will not have any objection to the same.

- 16.20 The Allottee/s shall not interfere or obstruct in any manner in any work of New Development and the Promoters alone shall have full control, absolute authority and say over the unallotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities, Amenities and/or any other common facilities or the amenities to be provided till the same is transferred to the Apex Body and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoters in this regard till the same is transferred to the Apex Body.
- 16.21 The Allottee/s shall make payment towards formation and registration of the said society/Association /Apex Body and for meeting all legal costs, charges and expenses including professional costs of the Advocates of the Promoters in connection with preparation of the conveyance etc., it being agreed that the Promoters shall not be required to give details of these expenses;
- 16.22 Not to change the external colour scheme or the pattern of the colour of the Building;
- 16.23 Not to change exterior elevation or the outlay of the Building;
- 16.24 Not to fix any grill to the said Apartment, Building or windows except in accordance with the design approved by the Promoters;
- 16.25 The Allottee/s shall not make any changes to the said Apartment which may result in the area of the said Apartment increasing or decreasing in any manner whatsoever and the Allottee/s covenant/s that the area of the said Apartment shall remain the same as it was at the time of handing over possession of the said Apartment;
- 16.26 The Allottee/s at no time shall demand partition of his/her/its/their interest in the said Apartment and/or Building and/or the said Development Land and shall not ask for any independent rights, access in the Building and/or said Development Land. It is being hereby agreed and declared by the Allottee/s that his/her/its/their said interest is inseparable/indivisible;
- 16.27 Not to relocate the original location of main door and shall not cover or fill ducts and also not to change the location of toilet, kitchen, any plumbing lines in the said Apartment and A/c units at any point of time;
- 16.28 Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Apartment or the Building or any part thereof in any manner whatsoever;
- 16.29 Not to carry out any unauthorized changes/addition in the said Apartment and cover/fill up/raise the level of the area of the flowerbed/s, balconies, deck, if any, with debris, blocks, tiles or any such material and shall not enclose the flowerbed/s, balconies and/or deck area within any room in the said Apartment and shall not conceal the pipes passing through the portion of the flowerbed/s, balconies and/or deck and shall not do any such filling which could lead to excess load on the slab of the flowerbed/s or balconies or deck portion which is adjoining any room of the said Apartment or otherwise whatsoever;
- 16.30 Not to use the Apartment as a guest house or let out for the purpose of guest house or setup office or the likes or any other purpose other than for residence, without prior written consent of the Promoters;
- 16.31 Not to display at any place in the Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards nor stick or affix pamphlets, posters or any paper on the walls of the Building or common areas and facilities therein or in any other place in the said Development Land / said Larger Land or the Building or on the window, doors and corridors of Building provided however that the name/sign plate/board of the Allottee/s may be permitted to be displayed on or near the main entrance of the Apartment and where the car parking slot/s allotted to the Allottee/s is/are situated;
- 16.32 To park all vehicles including visitors' vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoters and not at any other place. The Allottee/s shall use the Car Parking Space (allotted parking lots) only for purpose of keeping or parking cars. The Allottee/s agree/s that there shall be no unauthorized usage of allotted car parking space/garage;
- 16.33 Not to obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Apartment or in or on the common stairways, corridors and passageways in the Building and/or any part of the layout of the said Development Land;
- 16.34 Not to construct a loft and/or mezzanine floor in the said Apartment irrespective of any approval, sanction or even if permissible under any statute and not to do any such act, deed or thing that shall tantamount to consumption/violation of Floor Space Index (FSI) of the said Apartment or any part thereof;
- 16.35 Not to do any such act, deed or thing that shall amount to consumption of additional FSI or violation of Development Control Rules and Regulations for Greater Mumbai;
- 16.36 To use the passenger lifts in the Building or any part thereof for the period and in accordance with the rules and regulations framed in that regard, from time to time. The Allottee/s shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the Building or any part thereof including the said Apartment;
- 16.37 The Promoters shall be entitled to inspect all interior works carried out by the Allottee/s. In the event the Promoters find that the nature of interior work being executed by the Allottee/s is/are harmful to

- the said Apartment or to the structure, facade and/or elevation of the Building or any part of the Building then, the Promoters can require the Allottee/s to stop such interior work and the Allottee/s shall stop such interior work at once, without raising any dispute;
- 16.38 The Allottee/s will ensure that the debris from the interior works are dumped in an area earmarked for the same and will be cleared by the Allottee/s, on a daily basis, at no cost to the Promoters and no nuisance or annoyance to the other allottee/s or occupiers of the Building. All costs and consequences in this regard will be to the account of the Allottee/s;
- 16.39 The Allottee/s shall ensure that the execution of interior works in the Apartment is carried on only between 9 a.m. to 2 p.m. and 4 p.m. to 7 p.m. on all days of the week except Sundays;
- 16.40 The Allottee/s will further ensure that the contractors and workers (whether engaged by the Allottee/s) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same. Any damage caused to the structure / wall / ceiling / flooring due to which there are any complaints of any leakages/seepage in the adjoining or flat below the said Apartment, then the Allottee/s shall at his/her/its/their sole costs and expenses rectify the same;
- 16.41 The Allottee/s shall ensure that the contractors and workers, do not use or spoil the toilets in the said Apartment or in the Building or any part of the Building or anywhere else on the said Development Land and use only the toilets earmarked by the Promoters for this purpose;
- 16.42 All materials brought into the said Apartment for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee/s and that the Promoters will not be held responsible for any loss/theft/damage to the same and the Allottee/s duly indemnify/indemnifies the Promoters in this regard;
- 16.43 If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee/s at the Allottee/s's own cost, and that the Promoters will not be held responsible for the same and the Allottee/s shall duly indemnify the Promoters in this regard. All liabilities and damages arising out of such injury will be borne and paid by the Allottee/s alone and the Allottee/s duly indemnify/indemnifies the Promoters in this regard;
- 16.44 During the execution of interior works, if any of the Allottee/s' contractor/workmen/agents/representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen/ agents / representative will be removed forthwith and will not be allowed to re-enter the said Apartment or the Building or any part of the said Development Land/said Larger Land. Further, the Allottee/s shall be responsible for acts of such persons and the Allottee/s shall duly indemnify the Promoters in this regard;
- 16.45 The Allottee/s shall ensure that common passages/ common areas are not obstructed or damaged during works or thereafter;
- 16.46 If, after the date on which the Allottee/s has/have taken possession of the said Apartment, damage, of whatsoever nature (not due to defect in construction envisaged hereinabove), is caused to the said Apartment and/or other units/areas in Building or any part of the Building, neither the Promoters nor their contractor(s) will be held responsible for the cost of reinstating or repairing the same and that Allottee/s alone will be responsible for the same and the Allottee/s shall duly indemnify the Promoters in this regard;
- 16.47 The Allottee/s confirm/s that the Promoters have given full, free and complete inspection of documents of title in respect of the said Development Land /said Larger Land and the Allottee/s confirm/s that he/she/it/they has/have entered into this Agreement after inspecting all relevant documents and the Allottee/s has/have inspected the Title Certificate. issued by the Advocates & Solicitors of the Promoter-1 and Promoter 2;
- 16.48 The Allottee/s has/have confirmed and assured the Promoters prior to entering into this Agreement, that he/she/it/they has/have obtained legal advice and read and understood the RERA as well as MOFA (to the extent applicable) and its implications thereof in relation to the various provisions of this Agreement. The Allottee/s is/are entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the transaction, the said Development Land and the Building. The Allottee/s hereby undertake/s that he/she/it/they shall comply with and carry out, all the requirements, requisitions, demands and repairs which are required by any Development Authority/ Municipal Corporation /Government or any other competent authority in respect of the said Apartment at his/her/its/their own cost and keep the Promoters indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs;
- 16.49 It is also understood and agreed by the Allottee/s hereto that any space in front of or adjacent to the terrace apartment known as pocket terrace in the Building, if allotted, along with the said Apartment shall belong exclusively to the respective allottee/s of the terrace apartment and such terrace spaces are intended for the exclusive use of the respective terrace allottee/s;
- 16.50 The amenities/furniture and fixtures displayed in the sample apartment are only for display and the Promoters are not required to provide the same to the Allottee/s.
- 16.51 The Allottee/s shall not be entitled to enclose the verandah, balcony or common passage or make any



- alterations or changes in the elevation of outside colour scheme of the said Apartment and/or the outside glass panels.
- 16.52 With reference to the electrical appliances and white goods (if any), provided (if any) by the Promoters, the Allottee shall maintain the same at his/her own cost. The Promoters shall not be liable for any break downs or defects thereof, in any manner. In case of any problem/issue, the Allottee/s shall directly pursue the concerned manufacturer/agency for getting the same repaired/replaced/ resolved.
- 16.53 Post possession of the said Apartment by the Allottee the Allottee/s agree/s that if the Promoters needs to lay any air conditioner, ducting line, electricity cable and/or any other cable for telephone, television, CCTV cameras, dish antennas or any other services from the walls of the said Apartment to any other premises in the Building, then in that event, the Allottee/s shall allow the Promoters to do so, without raising any objection of whatsoever nature for the same.
- 16.54 The Allottee/s clearly and unequivocally confirm/s that in case remittances related to the Consideration and all other amounts as payable under this Agreement of the Apartment are made by non-resident/s/foreign national/s of Indian origin, it shall be the sole responsibility of the Allottee/s to comply with the provisions of the Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India and/or any other applicable/relevant laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Promoters with such permission/approvals/no objectionsto enable the Promoters to fulfil its obligations under this Agreement. Any implications arising out of any default by the Allottee/s shall be the sole responsibility of the Allottee/s. The Promoters accepts no responsibility in this regard and the Allottee/s shall keep the Promoters fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there isa change in the residential status of the Allottee/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate in writing to the Promoters immediately and comply with all the necessary formalities, if any, under the applicable/relevant laws.
- 16.55 Notwithstanding what is contained herein to the contrary, it is expressly agreed between the parties that the Promoters shall be entitled to utilize and enjoy, either personally or through any nominee/s, all area or areas forming part of the said Development Land and/or said Larger Land, as properly as may be available, from time to time, including areas reserved for public utility including recreation, etc., by utilizing the same as the Promoters may deem fit and the Promoters will be entitled inter alia to construct recreation centre, health club etc., and carry on such other activity or activities, as the Promoters may desire, on professional and/or commercial basis and the ownership of such construction and structures including right to own, manage, run and conduct such area/s or structure/s or with right to transfer or assign benefit thereof and to recover and appropriate consideration received there from including from the day to day business thereof, shall be that of the Promoters alone exclusively and the Allottee/s shall have no right thereto, either in his/her individual capacity or through the society/Association. The Allottee/s hereby declare and confirm for the sake of clarity that the ownership of all such area/s and construction by way of recreation centre, health club, library etc., shall belong to the Promoters alone exclusively and the Allottee/s shall have no right to the same, in any manner whatsoever.
- 16.56 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the Building or Project or the said Development Land or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/it/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the Building (excluding the basements and the podiums) is transferred to the society /Association or other body and until the Property to be transferred to Apex Body as herein mentioned;
- 16.57 The Allottee/s shall not enclose the car parking space/s, if any, allotted to them, in any manner whatsoever.
- 16.58 In the event of any tax liability, levies and any other imposts/impositions that maybe levied by the Central / State Government or any local or statutory authorities or bodies in relation to the Agreement for Sale and/or the consideration payable under the said Agreement and/or in respect of the said Apartment, then in such an event, the Allottee/s shall, within 7 (seven) days of receipt of a written demand, made to you by the Promoters, pay and/or reimburse such amount of tax/imposts/impositions (as the case may be) to the Promoters, without any delay or demur and the Allottee/s shall indemnify and keep us fully indemnified the Promoters in respect of the non-payment or delayed payments thereof.
- 16.59 The Allottee/s shall enter upon, occupy, possess and enjoy the said Apartment as per the terms of the Agreement for Sale. The Allottee/s agree, confirm and undertake to comply with the following terms, during the period of any work of making furniture and/or work of interior refurbishing etc., carried out in the said Apartment: -
- {i}Any internal work in the said Apartment including making of furniture and fixtures and/or interior decorations shall be at the Allottee/s own costs, charges and expenses and strictly in accordance with the terms and conditions of this Agreement for Sale and subject to the compliance of all statutory rules and regulations. Allottee/s shall, at his/its/their own cost and expenses, make good the damage, if any, caused to the Building, common areas, passage and staircase, etc. during the course of furnishing the

said Apartment.

{ii} Allottee/s shall, under no circumstances, carry out any work related to interior / furniture in the common areas such as lift landing, staircase, parking spaces, any open spaces and / or refuge areas etc.

{iii} Allottee/s shall not, in any manner whatsoever, make any structural changes which may affect the R.C.C. frame structure of the Building.

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

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

{vi} Allottee/s shall not change the outside colour scheme or coating of the Building.

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

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

{ix} Allottee/s shall not cover any chajjas/terraces/balconies or construct any structure or poles or pergolas or trellis on the chajjas/ terraces/ balconies.

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

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

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

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

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

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

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

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

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

{xix} In case of any complaints are received from occupants of the Building, in respect of leakage, nuisance, etc. from the said Apartment, the Promoter's staff, security and authorized personnel will have the right to visit the said Apartment, after giving reasonable notice to the Allottee/s.

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

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

16.62 The Allottee/s have agreed to pay proportionate share in the taxes, ground rent (if any), water taxes, electricity charges, all expenses for maintenance of the said Apartment and the Project and all outgoings,

whatsoever, as may be determined by the Promoters, until the society/Association /Apex Body takes charge and control of management of the Project. The account of such amounts and corpus funds shall be rendered to the society /Association or Apex Body as the case may be.

- 16.63 The Allottee/s are aware that all electricity bills, from date of Possession Notice, shall be paid by the Allottee/s and the Allottee/s will not hold the Promoters responsible for any consequences arising of non-payment thereof.
- 16.64 The Allottee/s agree and undertake to follow and abide by the rules and regulations that have been made as also those which shall be made hereafter, from time to time, by the Promoters and/or the society/Association /Apex Body in charge of maintaining and/or providing common facilities in the Project. The Allottee/s shall maintain proper code of conduct and discipline in the Project and give every possible co-operation to the Promoters and/or any other person or body that may have been appointed by the Promoters, in that behalf, in maintaining cleanliness and good atmosphere in the Project, for the better enjoyment of the common facilities by all the occupants of the Project.
- 16.65 The Allottee/s hereby declare, confirm and covenant that, in the event the Allottee/s transfer/sell the said Apartment and/or their right, title and/or interest in respect thereof, in favour of any person, to the extent and as permitted hereunder, they shall obtain an undertaking to the similar effect from any all such purchasers/transferees and in the event of their failing to do so, the Promoters or the society /Association shall be entitled to refuse the transfer of the said Flat, in favour of such prospective purchasers/transferees.
- 16.66 Further, the Allottee/s undertake that, if they give the said Apartment on Lease/Leave and License, they shall inform the Promoters in advance in writing and also obtain the necessary POLICE VERIFICATION of the licensee/lessee and submit a copy of the same to the Promoters /society/Association.
- 16.67 The Allottee/s are aware that, the Promoters can permit one or more FTTH operators or service providers to provide fiber to the home service or the service delivered through FTTH such as voice, data (internet), Video and other value added services within the Project, with a service agreement for maximum 15 years and a minimum period of 1(one) year from the date of signing of such agreement/MOU (memorandum of understanding) with the operators or the service providers. Such arrangement shall continue for the same period as mentioned in such agreement/ MOU, even after formation of the society/Association /Apex. All the services delivered through the FTTH network will be by the respective service providers as per the applicable terms and conditions, including tariffs, by the service provider. The Allottee/s shall approach the concerned service provider for delivery of services or any issues related to services delivered through the FTTH network.
- 16.68 As regards the formation of the society /Association /Apex Body, the same shall be formed upon receipt of all dues from all the Allottee/s in the Project.
- 16.69 Not park at any other place and shall park all cars in the car parking space/s only as may be permitted/allotted by the Promoters.
- 16.70 Shall cause the Society to paint the said Tower at least once in every 5 (five) years maintaining the original colour scheme even after the conveyance to the Society and the land comprised in the Property in favour of the Apex Body and shall bear his/her/it's/their respective share of expenses to paint, repair, water proof and refurbish the said Tower and to do all other acts and things for the upkeep and maintenance thereof and to bear and pay the proportionate costs, charges and expenses thereof as the Promoters may determine and to extend all co-operation, assistance and facilities for the same.
- 16.71 Not to object to the permission granted/to be granted by the Promoters to other flat allottee/s for the use of their respective appurtenant spaces and the car parking spaces.
- 16.72 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 Promoters responsible for the same. The Allottee/s is/are aware that alternate arrangements for water supply through tankers will be made for the Allottee/s' convenience. Expenses incurred for the same will be charged in the maintenance bill till the MCGM water connection is received.
- 16.73 Shall accept, follow and abide by the Fit-Out Guidelines framed by the Promoters from time to time for



maintenance and management of the said Apartment and other rules and regulations, the Property, the said Building and the Project and/or the security thereof or of the aesthetics and ambience of the said Building/the Project, it being clearly agreed that in the event the Allottee/s violate(s) the Fit- Out Guidelines and such other rules/regulations made from time to time, the Allottee/s shall be liable to make good and/or compensate for any loss and/or damage whatsoever, caused by the Allottee/s and/or by his employees or agents. Further, the Allottee/s shall ensure that the labourer, contractors appointed by the Allottee/s shall also strictly follow the same.

- 16.74 Not to do any act, deed, matter or thing during the course of fit-out/furnishing the said Apartment resulting in leakage/damage to the said Apartment 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.
- 16.75 Not to, make any structural/internal masonry/dummy flooring/plumbing changes in any manner whatsoever.
- 16.76 Not to obstruct/close the drain out points of the aluminum window tracks while laying the flooring materials, in order to avoid any water seepage and retention in the slab.
- 16.77 Shall on completion of the fit-outs of the said Apartment, submit to the Promoters without delay a completion letter stating therein that the fit-outs of the said Apartment have been carried out in accordance with the approved plans.
- 16.78 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Property, the entire Project on the said Development Land, the said Building and the Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- 16.79 If any allottee/s/occupants in the Real Estate Project including the Allottee/s make any internal structural/non-structural changes to any Apartment in the said Building, the Project including the said Apartment, the Promoters shall stand discharged of all its expressed and implied warranties under this Agreement.
- 16.80 The Allottee/s agree(s), confirm(s) and covenant(s) that the issuance of the Occupation Certificate with respect to the said Building/the Project by the competent authority(ies) shall mean and shall be construed that the Promoters has carried out the development and construction of the said Building/the Project in conformity with the sanctioned plans, approvals and permissions issued by the competent authority(ies) and the Allottee/s shall not raise any dispute(s), claim(s) and/or demand(s) with respect to the development and construction of the said Building/the Project.
- 16.81 The Allottee/s is/are aware that the said Development Land/ Property and Project, is a single integrated common layout. The Allottee/s is/are further aware that the buildings/towers/structures/areas/spaces comprised in the Property and the Project, would require to be renovated, repaired, redeveloped, restored and/or reconstructed at some point in the future, especially having regard to the life of buildings / structures / areas and/or events (including force majeure circumstances) that may necessitate any or all of the aforesaid. In light of what is stated hereinabove, the Allottee/s and all his/her/its/their successors /assigns (in any manner howsoever) with intention to become bound by the terms of this Agreement including this Clause, hereby covenant with the Promoters and all their assigns and/or any other persons as may be authorised by the Promoters, that the Promoters, its workmen, staff, employees, representatives and agents and their assigns and/or any other persons as may be authorised by the Promoters, shall always be entitled and authorised (without being obliged), even after the society Conveyance, and the Apex Body Conveyance, to repair, reconstruct, redevelop, restore and/or renovate in any manner howsoever and whatsoever, without any restriction or interference whatsoever and the Allottee/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 the essence of this Agreement.
- 16.82 The Allottee/s agree(s) and confirm(s) that the Promoters shall at all times have the right to propose joint open space for fire tender movement between the Project and the remaining portions of the Project and/or the Development Land and the Allottee/s hereby consent(s) to the same.
- 16.83 Not to demand that a compound wall be constructed around the Project.
- 16.84 These covenants shall be binding on the Allottee/s and shall be operative even after the formation of the society/Association /Apex Body.

## **17. ANTI-MONEY LAUNDERING:**

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

## **18. POSSESSION OF THE SAID APARTMENT, FORCE MAJEURE:**

- 18.1 The Promoters shall give possession of the said Apartment to the Allottee/s on or before the possession date more particularly stated in **SIXTH SCHEDULE** (the "**Possession Date**") provided all amounts due and payable by the Allottee/s herein including the Consideration have been paid in full and the Allottee/s have/has otherwise complied with the terms and conditions of this Agreement. The Promoters shall be entitled to a grace period of 6 (six) months beyond the Possession Date ("**Extended Possession Date**"). The Promoters shall endeavour to complete the construction of the Building/Project on or before the Extended Possession Date. Further, the Promoters shall endeavour to make available the "**Key Common Areas and Amenities**" as defined in **EIGHTH SCHEDULE** hereunder in the Project within a period of 1 (one) year from the Extended Possession Date.
- 18.2 The Promoters may offer the possession of the Building i.e upto 18<sup>th</sup> floor on or before the Possession Date herein and for the further floors above 18<sup>th</sup> residential floors or other phases on or before such date, as may be updated on the RERA website.
- 18.3 Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of Building in which the Apartment is situated is delayed on account of any or all of the following factors:
- 18.4 Any force majeure events -war (national or war between other nations or group), civil commotion, strikes or any act of God, epidemics, pandemics, lockdown or by reason of any national or international happening or events and the resultant repercussions or it affects directly or indirectly to the date of offer of possession;
- 18.5 Any approval/permission, notice, order, rule, regulation, notification or directive of the Government, and/or any local or public or private body or authority and/or any other competent authority or any Court, or Tribunal or any quasi-judicial body or authority;
- 18.6 Any delay on the part of any statutory/regulatory authority in giving any permissions, approvals, licenses, sanctions that may be necessary in connection with the development of the said Development Land/ the Project;
- 18.7 Any notice, order, rule, notification of the Government and/or other public or competent authority/court, which adversely affect the development of the said Development Land /the Project;
- 18.8 Any stay order/injunction order issued by any Court of Law, competent authority, regulatory authority, statutory authority etc., which adversely affect the development of the said Development Land /the Project.
- 18.9 Any other circumstances that may be deemed reasonable by the authority under RERA;
- 18.10 Any delay caused due to changes in any law, rules, regulations, government policies, bye-laws etc. of various statutory bodies/authorities affecting the development of the said Development Land.
- 18.11 Any delay caused on the part of any statutory authority which may contribute to the delay in completion of the said Building.

## **19. PROCEDURE FOR TAKING POSSESSION:**

- 19.1 The Promoters, shall send the intimation to offer the possession to the Allottee/s in writing within 7 days or within such other period of receiving Occupancy certificate in respect of the Apartment is located. The Promoters upon the full and timely payment made by the Allottee/s as per the Agreement, the Promoters shall offer possession of the said Apartment to the Allottee/s (the "**Possession Notice**") in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such

intimation/notice (“**Handover Date**”) and the Promoters shall give possession of the said Apartment to the Allottee/s. The Allottee/s agree(s) to pay the Outgoings as determined by the Promoters or association of allottees, as the case may be from the Handover date.

- 19.2 The Allottee/s shall take possession of the said Apartment within 15 (Fifteen) days of the written notice from the Promoters to the Allottee/s intimating that the said Apartment is ready for use and occupancy.
- 19.3 From the Handover date, the Allottee/s shall be liable to pay, from time to time, all Outgoings and charges mentioned in Clause 4 and anywhere else in this Agreement, to the Promoters on such date when the same are due and payable in the hands of the Allottee/s.
- 19.4 In the event, the Promoters completes the construction of the said Apartment and obtain the occupancy certificate/part occupancy certificate, prior to the Possession Date, in such an event, the Allottee shall take the possession of the said Apartment upon receiving intimation from the Promoters by making the balance payment towards the Consideration, as per the Payment Plan in **SIXTH SCHEDULE** hereunder.
- 19.5 In the event, the Allottee/s intends to take early possession/charge of the said Apartment for carrying out any interior work/fit-out work, then the Allottee/s shall be liable to pay, all Outgoings and charges (including maintenance charges) from the date of handing over the said Apartment for interior/fit-out work. Further, in such an event, the Allottee/s shall take inspection of the said Apartment before handing over the same for interior/fit-out work, to rectify defects/snags (if any). The Allottee/s shall be allowed to take inspection only once and upon inspection of the said Apartment, the Promoters shall rectify defects/snags (if any) reported by the Allottee/s, prior to handing over the said Apartment for interior/fit-out work and thereafter, the Promoters shall not be under any obligation to rectify any further work/defects/snags in the said Apartment.

**20. FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF THE SAID APARTMENT:**

- 20.1 Upon receiving a written intimation from the Promoters as per Clause 19.1, hereinabove, the Allottee/s shall within the time stipulated in Clause 19.2 hereinabove, take possession of the said Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fail/s to take possession within the time provided in Clause 19, such Allottee/s shall continue to be liable to pay Outgoings and all other charges as applicable with respect to the said Apartment, as applicable and as shall be decided by the Promoters or the society /Association from the Handover date. Moreover, from the Handover Date, the upkeep, maintenance and internal condition of the said Apartment, shall be the responsibility and at the cost of the Allottee/s alone. The Promoters shall not be responsible for any wear and tear to the said Apartment which may occur after the Handover date. The Promoters shall not in any manner whatsoever be obligated to look after the upkeep, maintenance, and internal condition of the said Apartment on and from the Handover date.
- 20.2 It is clarified that though the Promoters are under no obligation to look after the upkeep, maintenance, and internal condition of the said Apartment, it may, at its sole discretion, incur expenses for the upkeep and maintenance of the said Apartment even after the Handover Date. The Allottee/s shall be liable to pay from the Handover Date to the Promoters, compensation at the rate of INR 40/- per sq. ft. per month, for the upkeep/cleaning/ maintenance of the said Apartment, undertaken by the Promoters, in the event the Allottee/s fails to take the possession of the said Apartment in spite of receiving the Possession Notice and several communications from the Promoters in respect thereof, within the period stated by the Promoters and as specified in this Agreement. Such compensation shall be payable in addition to the Outgoings and other charges payable by the Allottee/s. The Allottee/s agree that the said rate of compensation is a genuine and reasonable pre-estimate of the cost/damages incurred by the Promoters in case of the Allottee/s failure to take possession on time.

**21. DEFECT LIABILITY PERIOD:**

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



material being used or regarding workmanship, quality or provision of service.

- 21.2 It is clarified that the Promoters 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 (including the Allottee/s appointing vendors/contractors) and/or any other allottee/s in the Building or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the Building. The Allottee/s is/are aware that any change(s), alteration(s) including breaking of walls and/or failure to adhere to the fit out manual and house rules may adversely impact the Building and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to all allottee/s of the said Building to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee/s and/or other allottees of the Building shall have no claim(s) of whatsoever nature against the Promoters in this regard. If any major alterations, additions or changes are carried out by the Allottee/s herein, then in such case the Promoters herein shall be released and discharged from the obligation to rectify or repair the structural defect which may arise out of such internal additions or alterations made by the Allottee/s.

**22. NO LIABILITY OF PROMOTERS FOR DEFECTS CAUSED DUE TO REPAIR/RENOVATION BY ALLOTTEE/S:**

The Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection or due to any renovation and /or alterations etc. carried out by the Allottee/s and any other allottee/s/ occupants of the other apartments in the Building. The Allottee/s agree/s and covenant/s not to hold the Promoters liable and/or responsible for any such defects arising out of inherent properties of concrete and/or caused due to any renovations and/or alterations etc. carried out by the Allottee/s and any other allottee/s/occupants of the Building.

**23. DEFAULT AND CONSEQUENCES THEREOF:**

- 23.1 If the Promoters fails to abide by the time schedule of Extended Possession Date for handing over the Apartment to the Allottee/s, other than due to the force majeure condition as stipulated in Clause 18.2, the Promoters agree to pay to the Allottee/s, (upon receipt of a written notice from the Allottee/s who do/does not intend to withdraw from the Project), interest as specified in RERA rules, on the portion of the Consideration paid by the Allottee/ee/s, for every month of delay, till the handing over of the possession. Provided however that once the Promoters obtains the occupation certificate, the Allottee/s shall not be entitled to withdraw from the Project. Similarly, the Allottee/s agree/s to pay to the Promoters, interest at the specified as specified in the RERA Rule, on all the delayed payments which become due and payable by the Allottee/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoters. Further, the Allottee agree/s to pay to the Promoters, Rs 1000/- (Rupees One Thousand only) per transaction, as charges towards dishonour of cheque/s issued towards payment of the Consideration, along with the applicable taxes, thereon.

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

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

**Provided** further that upon such termination and cancellation of this Agreement in the manner as stated in this Clause and without prejudice to the other rights, remedies and contentions of the Promoters, the Promoters shall be entitled to forfeiture of the Earnest Amount as per the terms of the Booking Application Form and/or any other amount which may be payable to Promoters as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty. Also the Allottee/s shall not be entitled to seek/refund of any amount paid towards GST/tax/stamp duty, pass through charges, etc. Upon registration of the deed of cancellation in respect of the said Apartment and upon resale of the said Apartment i.e. upon the Promoters subsequently selling and transferring the said Apartment to another allottee/s and receipt of the consideration thereon, the Promoters shall after adjusting the Earnest Amount and/or any other amount which may be payable to the Promoters, refund to the Allottee, whose name appears first, the balance amount, if any, of the paid-up portion of the

Consideration and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoters and exclusive of any indirect taxes, stamp duty and registration charges. Such refund, however, shall be made on the Allottee/s repaying the loan and producing no lien certificate from the concerned bank / financial institution/ NBFC/housing finance company in respect of any loan availed by the Allottee/s on the said Apartment, if any. Further, upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoters and/or the said Apartment and the Promoters shall be entitled to deal with and/or dispose off the said Apartment in the manner it deems fit and proper.

23.3 Without prejudice to the right of the Promoters to charge interest at the under Clause 23.2 hereinabove, and any other rights and remedies available to the Promoters, if one or more of the events or circumstances set out in Clause 23.4 hereinbelow ("Event of Default") shall have happened, then the Promoters shall call upon the Allottee/s by way of a written notice to rectify the same within a period of 15 (Fifteen) days from the date thereof. If the Allottee/s fails to rectify such Event of Default within the notice, then the same shall be construed as a default ("**Default**").

23.4 The following shall be construed as an '**Event of Default**' on the part of the Allottee/s:

- (i) If the Allottee/s delay(s) or commit(s) default in making payment of any Installment/s as mentioned in Clause 3.4 hereinabove and more particularly state in **SIXTH SCHEDULE** or any other amount payable under this Agreement, including but not limited to taxes, cess, duties etc. or otherwise, including as set out in this Agreement;
- (ii) If the Allottee/s fails to take possession of the said Apartment within the stipulated time, despite receipt of the Possession Notice;
- (iii) If the Allottee/s commit(s) breach of any terms, conditions, covenants, undertakings and/or representations and/or warranties as given by him/her/it in this Agreement and/or any other writings and/or the terms and conditions of layout, /Commencement Certificate, N.O.C. and other sanctions, permissions, undertakings and affidavits etc.;
- (iv) If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc.;
- (v) If the Allottee/s is/are, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence for more than 6 (six) months;
- (vi) If a Receiver and/or a Liquidator and/or Official Assignee and/or Insolvency Resolution Professional is appointed for the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s;
- (vii) If the Allottee/s has/have received any notice from the Government of India (either Central, State or Local) or any foreign Government for the Allottee's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them; and/or
- (viii) If any of the aforesaid have been suppressed by the Allottee.
- (ix) If the Allottee/s has/have availed any housing loan from any bank/NBFC/FI for purchase of the Said Apartment, such bank/NBFC/FI has intimated the Promoters about the default of servicing/repayment of pre-EMI towards the housing loan amount disbursed.
- (x) The Allottee/s agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project / the Larger Property or the Promoters or its representatives. In the event the Allottee/s does or omits to do any such act, deed or thing then the Promoters shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement sending the Allottee/s Notice of Termination

23.5 On the occurrence of an Event of Default/Default, the Promoters shall, without prejudice to any and all other rights and remedies available to it under law, be entitled (but not obliged) to exercise its rights as mentioned at Clauses 23.2 hereinabove. All the rights and remedies of the Promoters, including aforesaid rights and remedies of the Promoters are cumulative and without prejudice to one another.

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

**24. SOCIETY /ASSOCIATION AND APEX:**

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

24.2 The society/Association so formed shall admit all allottees of the Building as members in accordance with its constituent document.

24.3 The Promoters shall submit relevant application for the purpose of formation of a society or an association or a limited company as the case may be of the Allottee/s along with the other allottee/s of the said Building to the competent authority in accordance with the applicable provisions read with the RERA and RERA Rules and regulation made thereunder.

24.4 The Promoters shall be entitled, but not obligated to, join as a member of the society in respect of the unsold apartments/units in the Building.

24.5 The Promoters shall, within three months from the date of issuance of the Occupancy Certificate in respect of the Building and sale of all apartments thereto or within one month from the registration of the society/Association, as aforesaid, whichever is later, convey/transfer/assign/sub-lease to the Association or cause to be transferred to such society /Association all the right, title and the interest of the Promoters in the habitable floors of the said structure of the Building (excluding basements, stilts and podiums) in which the said Apartment is situated vide a registered Deed of Conveyance. However, the Promoters shall be entitled to (but not obligated to) convey/transfer/assign/sub-lease to the Association, all the right, title and the interest of the Promoters in the structure of the Buildings (excluding basements and podiums) within three months from the date of issuance of the Occupancy Certificate for all the Buildings, subject to the Promoters’ right to dispose of the remaining Apartments, if any.

24.6 If for any reason, prior to the completion of the Building and the disposal of all apartments, car parking spaces and other premises therein and the receipt by the Promoters of the Consideration of money receivable by them, a Deed of Conveyance or any other transfer deed is executed in favour of the society/Association, then in that event the Promoters shall continue to have the right to construct and complete the Building and dispose of unsold premises / apartments therein and/or to make additional constructions on the said Development Land and/or to sell and/or otherwise utilize or consume by carrying on construction on the same and for the said purpose utilize the unconsumed F.S.I. and/or the additional FSI which may arise or become available by way of TDR in respect of the same (as permissible under the RERA) and/or avail of any other benefits whatsoever which may arise or become available in respect of the said Development Land or portion thereof under the existing Development Control Regulations or Building Bye-Laws or Rules or Regulations or under any subsequent regulations or other relevant provisions of law and/or to receive the full consideration money becoming due in any of the events mentioned above.

24.7 The Promoters shall have the right to incorporate and register an apex body (hereinafter referred to as “**Apex Body**”) in respect of the Property/said Development Land (or part thereof) within a period of three months from the date of receipt of the occupancy certificate of the last building which is to be constructed in the layout of the said Development Land and/or sale of all apartments which is to be constructed in the layout of the Land (whichever is later). The Promoters shall thereafter, within three months, convey/transfer/convey/assign/sub-lease to the Apex body all the right, title and the interest of the Promoters in the entire undivided or inseparable land underneath all buildings of the said



Development Land jointly or otherwise, on the said Development Land (hereinafter referred to as the "Property to be Transferred to Apex"). It is clarified that all common areas which are part of the Property to be Transferred to the Apex shall (subject to what is stated in SIXTH SCHEDULE hereunder written in respect of Amenities) be shared by all the allottee/s and/or members within the said Development Land. There will be certain common areas which shall also be shared between the allottees within the said Development Land and the owners of any other structures/buildings. However, the Promoters shall be entitled to (but not obligated to) convey/transfer/assign/sub-lease to the Apex Body, all the right, title and the interest of the Promoters in the entire undivided or inseparable land underneath all buildings (forming part of the Apex) along with structures of basements and podiums constructed in a layout jointly or otherwise on the said Development Land, within three months from the date of issuance of the occupancy certificate of the last building which is to be constructed in the layout of the said Development Land, subject to the Promoter's right to dispose of the remaining Apartments, if any

- 24.8 At the time of registration of the Deed of Conveyance /transfer/assignment/sub- lease for the said Building (excluding basements and podiums), the Allottee/s shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable by the society /Association on such transfer/assignment of leasehold rights / sub-lease in respect of the said Buildings (excluding basements and podiums) in favour of the society /Association by the Promoters. At the time of registration of the conveyance of the Property to be Transferred to the Apex infavour of the Apex Body by the Promoters, the Allottee/s or the society/Association shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable by the said Apex Body on such document to be executed in favour of the Apex Body.
- 24.9 Notwithstanding the foregoing instead of forming Societies and Apex Bodies, the Promoters may, at their sole discretion, submit the Project and/or the Development to a condominium as per the provisions of the Maharashtra Apartments Ownership Act, 1970.

**25. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

**26. BINDING EFFECT:**

If the Allottee/s fail/s to execute and deliver to the Promoters, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall be entitled (but not obligated) to serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s may be treated as cancelled at the discretion of the Promoters and the Consideration paid by the Allottee/s (excluding the advance amount and any other amount payable by the Allottee/s to the Promoters) shall be returned to the Allottee, whose name appears first, without any interest or compensation whatsoever, after forfeiture of the Earnest Amount as per the terms of the Booking Application Form and/or any other amount which may be payable to Promoters as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty and deducting all the expenses incurred by the Promoters. Also, the Allottee/s shall not be entitled to seek/refund of any amount paid towards GST/tax/stamp duty, pass through charges, etc.

**27. ENTIRE AGREEMENT:**

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

**28. STAMP DUTY AND REGISTRATION:**

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

Promoters. The Allottee/s shall also fully reimburse the expenses that may be incurred by the Promoters in consequences of any legal proceeding that may be instituted by the authorities concerned against the Promoters or vice versa for non-payment and/or under payment of stamp duty by the Allottee/s.

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

**29. SEVERABILITY:**

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

**30. FURTHER ASSURANCES:**

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

**31. PLACE OF EXECUTION:**

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

**32. NOTICES AND JOINT ALLOTTEE/S:**

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

32.2 It shall be the duty of the Allottee/s and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in 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 Promoters or the Allottee/s, as the case may be.

32.3 In case there are Joint Allottees, all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him/her/it/them which shall for all intents and purposes be considered as properly served on all the Joint Allottee/s.

**33. NOMINEE:**

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

33.2 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.

**34. INDEMNITY:**

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

**35. DISPUTE RESOLUTION AND GOVERNING LAWS:**

35.1 The rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India and reference to the term 'laws' shall be construed accordingly and the courts at Mumbai shall have exclusive jurisdiction in respect of the same.

35.2 In the event of any dispute, the Parties shall attempt to settle such dispute amicably by way of mediation. In the event that any dispute is not resolved, even after mediation then the same shall be referred to the competent authority under the provisions of RERA and shall be resolved as provided in the RERA.

**36. GENERAL PROVISIONS:**

36.1 This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the Parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoters, any agent, employee or representative of the Promoters or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, social media/sms/ whatsapp messages, videos, illustrations, provided to the Allottee/s or made available for the Allottee/s's viewing. This Agreement shall form the only binding agreement between the Parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the Apartment between the Parties hereto.

36.2 This Agreement may only be amended in writing with the consent of all the Parties hereto.

36.3 The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.

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

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

36.6 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 allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

36.7 If there is more than one Allottee named in this Agreement, all obligations hereunder of such Allottees shall be joint and several.

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

36.9 This Agreement shall always be subject to the provisions of RERA and the rules and regulations made thereunder and to the other applicable laws.



- 36.10 The Allottee/s and/or Promoters shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.
- 36.11 For the purpose of this transaction, the details of the PAN of the Promoters and the Allottee/s are more particularly stated in SIXTH SCHEDULE hereunder written.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands the day and year hereinabove written.

## SCHEDULES

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

All that piece and parcel of lands admeasuring approximately 70,554.42 sq. metres bearing C. S Nos. 194 B (Part), situate, lying and being at of Village Ghatkopar, Mumbai 400077 and bounded as follows:

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

### SECOND SCHEDULE- (Description of Free Sale Plot)

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

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

All that piece and parcel of lands admeasuring approximately 10,735.48 square meters and forming part of the **Second Schedule**, more particularly described in the First Schedule written hereinabove.

### FOURTH SCHEDULE- (Description of the Project)

All that piece and parcel of lands admeasuring approximately 792.95 square meters and forming part of the **Third Schedule**, more particularly described in the First Schedule written hereinabove.

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

Apartment bearing No. **2303** admeasuring **37.040** sq. mtrs. carpet area i.e. approximately **398.700** square feet, alongwith ancillary areas admeasuring **2.870** sq. mtrs. approximately **30.890** ( Sq. ft.), on **23rd** floor in Tower **NOVA B** of the Project known as "Centrona Nōva-B", alongwith **NIL** car parking space/s.

## SIXTH SCHEDULE

Sr. No.	Terms and Expressions	Meaning/Description
1	Consideration	<b><u>Rs. 1,05,24,955/- (Rupees One Crore Five Lakh Twenty Four thousand Nine hundred Fifty Five Only)</u></b>
2	Earnest Money	A sum of <b><u>Rs. 10,46,976/- (Rupees Ten Lakh Forty Six thousand Nine hundred Seventy Six Only)</u></b> (not exceeding 10% of the Consideration) as earnest money or application fee

3	Payment Plan	<b>Sr No.</b>		<b>Particulars</b>	<b>Amount (Rs.)</b>
		1		Application Money	4,95,049.50
		2		Earnest Money	5,57,445.99
		3		Execution of Agreement	5,26,247.75
		4		On Start of Excavation	5,26,247.75
		5		On Completion of Raft	5,26,247.75
		6		On Completion of Plinth	10,52,495.50
		7		On Completion of 4th Floor Slab	5,26,247.75
		8		On Completion of 8th Floor Slab	7,89,371.63
		9		On Completion of 12th Floor Slab	5,26,247.75
		10		On Completion of 16th Floor Slab	7,89,371.63
		11		On Completion of 22nd Floor Slab	5,26,247.75
		12		On Completion of Terrace Floor Slab	5,26,247.75
		13		On completion of the internal walls, internal plaster, floorings of the said Apartment	5,26,247.75
		14		On completion of the electrical fittings, windows, doors of the said apartment, including staircase and lobbies upto the floor level of the said Apartment.	5,26,247.75
		15		On completion of the external plumbing and external plaster, entrance lobby/s of the building or wing in which the said apartment is located and Sanitary fittings of the said Apartment.	5,26,247.75
		16		On completion of the lift wells, electro, mechanical and environment requirements, elevation, water pumps, on completion of lifts, terraces with waterproofing, paving of areas appurtenant and all other requirements, as may be prescribed in the Agreement of Sale.	10,52,495.50
17		On Intimation of receipt of Occupation Certificate	5,26,247.75		
<b>Total</b>				<b>1,05,24,955.00</b>	
4	Bank Account	<b>Bank Account No.</b>	<b>Tower/Project</b>		
		251002070524	LNT Centrona -13D-Collection A/c		
5	Rebate for early payments at the sole discretion of the Promoters	NIL % of equal Installments payable by the Allottee/s.			
6	Other Charges	<b>Sr. No.</b>	<b>Particulars</b>	<b>Amount</b>	
		(i)	Share Application Money	Rs. 600/-	
		(ii)	Advance Adhoc Maintenance Charges towards the respective Phase I Residential Building for 12 Months	Rs. 29,820/-	
			Advance Adhoc Maintenance Charges towards the Property to be Transferred to the Apex for 12 Months	Rs. 29,820/-	
(iii)	Society Formation Charges	Rs. 15,000/-			
7	Property tax /LUC	Rs. [NIL] (Rupees NIL Only)			

8	Building Protection Deposit	Rs. [NIL] (Rupees [Nil Only])
9	Possession Date	On or before <b>30th</b> day of " <b>June</b> " <b>27</b> (the " <b>Possession Date</b> ")
10	Nominee	The Allottee/s hereby nominate/s the person. NAME OF NOMINEE: <b>NIL</b> ADDRESS OF NOMINEE: <b>NA</b> RELATIONSHIP OF NOMINEE WITH THE ALLOTTEE/S: <b>NA</b> PAN NO. OF NOMINEE: <b>NA</b> AADHAR CARD NO. OF NOMINEE: <b>NA</b>
11	Notices to be served at the respective addresses:	<b>ALLOTTEE/S</b> Name of Allottee/s: <b>Mr. Jayant Namdeorao Khobragade</b> Address: <b>B- 602 ,IFS Apartments, Sector 56, GH 24, Sector 56, Gurgaon, Haryana- 122011, India</b> Notified Email ID: <b>educationjayant@gmail.com</b> <b>PROMOTER-1</b> <b>Name: Elevated Avenue Realty LLP</b> <b>Registered Address:</b> 4th Floor, the Metropolitan, E Block, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra, India, 400051. <b>CRM Office Correspondence Address:</b> L&T Realty, CRM Office, Ground Floor, A.M. Naik Tower, L&T Campus, Gate No.3, Jogeshwari – Vikhroli Link Road (JVLR), Powai, Mumbai 400072. Notified Email ID: <b>feedback@larsentoubro.com</b> <b>PROMOTER-2</b> Name: Aryamaan Developers Private Limited Address: Near Transit Camp, Eastern Express Highway, Ghatkopar East, Kamraj Nagar, Mumbai 400 077 <b>PROMOTER-3</b> Name: Xrbia Chakan Developers Private Limited Address: Office No. 125/126, Patil Plaza, Mitramandal Chowk, Parvati, Pune 411004
12	PAN Nos.	(i) Promoter's PAN - <b>AAEFL7465N</b> (ii) Allottee's PAN - <b>AJQPK3886P</b>

**SEVENTH SCHEDULE: Description of the Apartment Facilities**

<b>Specifications of Apartment</b>
Vitrified tiles flooring in Living, Alcove, Passage & Bedrooms (Kajaria/Nitco/RAK or equivalent make)
Matt finished vitrified tiles flooring in Toilets (Kajaria/Nitco/ RAK or equivalent make)
Ceramic Tile dado in Kitchen (Kajaria/Nitco/ RAK or equivalent make)
Vitrified Tiles Dado in Toilets (Kajaria/Nitco/ RAK or equivalent make)
Paint finish for Ceiling
Granite platform, Stainless Steel sink (FRANKE / NIRALI / HINDWARE / NEELKANTH / JAYNA Or Equivalent)



Sanitary ware and CP fittings in Toilets of reputed brands. (Jaguar/Grohe/American Standard/Kerovit)
Glazed Aluminum windows
Fire Rated Metal Doors as Main doors
Wooden doors for Bedrooms
WPC doors for Toilets
<b>Facilities in Apartment</b>
Water inlet and outlet provision and one electric point for Washing machine in Kitchen
Exhaust Fan in Toilet & Alcove (KHAITAN / USHA / BAJAJ / HAVELLS Or Equivalent).
Video Door Phone ( ONETOUCH/ALBA URMET / GODREJ / HONEYWELL / Commax Or Equivalent )
Concealed flush tank (Jaguar/Grohe/American Standard/ Gabreit or Equivalent)
Intercom Facility
Provision of Split AC in Living area & Bedrooms
Geyser in Toilets (Bajaj, Racold, AO smith or equivalent)
Provision for Internet & FTTH (Fibre to the Home)
Hot & Cold water in Shower in Toilets

#### **EIGHTH SCHEDULE**

**i. Description of the Common Areas and Facilities And Amenities**

<b>Specifications &amp; Facilities of Common Area</b>
Elevators of reputed brand Lifts. (OTIS, FUJITEC, Toshiba, Hitachi, Schindler, Thyssenkrupp)
Firefighting system with Hydrant & Sprinklers
CCTV Camera at tower entrance and inside lifts
Power backup for lift and emergency lighting
Vitrified flooring in Typical Lift Lobby Area - .(Kajaria/Nitco/Orient Bell/RAK make)
Vehicular Drop-off for every Tower

**ii. The Key Common Areas and Amenities**

<b>Common Amenities for Entire project</b>
Rainwater Harvesting System
STP treated water for landscaping and flushing
<b>Indoor Amenities for Entire project</b>
Convenience Store
Salon
Laundromat
Indoor Games room
Library and TV Lounge
Indoor Kid's Play Area & Creche

Medical Room
Multipurpose Hall
Gymnasium
Yoga Room
Covered Swimming Pool
Kid's Pool
<b>External Amenities for Entire project</b>
Open Air Kid's Play Area
Box Cricket
Multipurpose Court
Multipurpose Lawn
Open Air Gym
Swing Plaza for adults
Reflexology Area
Sit-out Area
Jogging Track
Toddler's Play Area (without any fixed equipment)

SIGNED AND DELIVERED )  
by the within named **PROMOTER-1** )  
**Elevated Avenue Realty LLP,** )  
Through its Director / Authorized Signatory )  
\_\_\_\_\_ )  
In the presence of.. )  
1. )  
2. )

SIGNED AND DELIVERED )  
by the within named "**Promoter-2**" )  
**Aryamaan Developers Private Limited** )  
Through its Constituted Attorney, **Elevated Avenue Realty LLP,** )  
\_\_\_\_\_ )  
In the presence of. )  
1. )  
2. )

SIGNED AND DELIVERED )  
by the within named "**Promoter-3**" )  
**Xrbia Chakan Developers Private Limited** )  
Through its Constituted Attorney, **Elevated Avenue Realty LLP,**

\_\_\_\_\_ )

In the presence of. )

- 1.
- 2.

SIGNED AND DELIVERED )  
by the within named "**Allottee/s**" )  
**Mr. Jayant Namdeorao Khobragade** )

\_\_\_\_\_ )  
in the presence of ... )

- 1.
- 2.



LIST OF ANNEXURES

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