

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 Larger 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 Larger Land. The use of Floor Space Index shall be at the discretion of the Promoter and be distributed and apportioned and utilized in respect of the Larger 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 Promoter as they deem fit and proper in respect of the Larger Land, without affecting the existing development as a separate phase.

11.5 In continuation of the above, Allottee/s is/are hereby providing their irrevocable consent for the following:

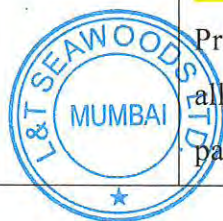
11.5.1 Subject to approval from competent authorities, the habitable floors of the Project may increase upto 41st floors/ 40th residential levels.

11.5.2 The Promoter proposes to consume Floor Space Index of approximately 8793.02 Sq. mtr as per existing approval for 18 floors /17 residential Level and Proposed FSI to be utilised for above 18 floors /17 residential level up to 41st floors/ 40th residential levels is 22844.63 Sq. mtr. Total FSI for the Project is 31637.65 sq. mtr



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		<p>11.5.3 Subject to clause 15 hereinbelow, Possession of the Said Apartment to the Allottee/s is on or before 31st January 2027.</p> <p>and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only</p>
<p>If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this</p>	<p>12 at Page 23</p>	<p>If the Promoter fails to abide by the time schedule for completing the Real Estate Project and handing over the Said Apartment to the Allottee/s, other than due to the force majeure condition as stipulated in Clause 15, the Promoter shall agrees to pay (upon receipt of a written notice from to the Allottee/s who does not intend to withdraw from the Real Estate Project) to the Allottee/s, interest as specified in the RERA Rule, on all the amounts the portion of the Consideration paid by the Allottee/s, for every month of delay, till the handing over of the possession. Similarly, the Allottee/s agrees to pay to the Promoter, interest as specified in the RERA Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the</p>



	Agreement from the date the said amount is payable by the allottee(s) to the Promoter.		terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
4.2	<p>Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:</p> <p>Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.</p>	13.1 at Page 23 & 24	<p>Without prejudice to the right of Promoter to charge interest in terms of sub Clause 4.1 12 hereinabove, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:</p> <p>Provided that, Promoter shall give notice of 15 (Fifteen) days in writing to the Allottee/s, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee of his intention to terminate this Agreement and of the specific breach(s) or breaches of terms in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach(s) or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement;</p> <p>Provided further that upon such termination and cancellation of this Agreement as aforesaid shall refund to the Allottee/s, (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.</p>



	<p>Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.</p>		
		<p>14 at Page 24 & 25</p>	<p><u>EVENTS OF DEFAULT BY ALLOTTEE/S</u></p> <p>14.1. Without prejudice to the right of the Promoter to charge interest at the under Clause 12 hereinabove, and any other rights and remedies available to the Promoter, if one or more of the events or circumstances set out in Clause 14 hereinbelow (“Event of Default”) shall have happened, then the Promoter 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”).</p> <p>14.2. The following shall be construed as an ‘Event of Default’ on the part of the Allottee/s:</p> <p>(i) If the Allottee/s delay(s) or commit(s) default in making payment of any Installment/s as mentioned in Clause 5 and Fourth 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;</p> <p>(ii) If the Allottee/s makes request for cancellation of this Agreement for Said Apartment;</p> <p>(iii) If the Allottee/s fails to take possession of the Said Apartment upon receipt of written intimation</p>



from the Promoter in terms of Clause 15 herein below;

(iv) 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.;

(v) If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc.;

(vi) If the Allottee/s is/are, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;

(vii) If a Receiver and/or a Liquidator and/or official assignee or any person is appointed for the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s;

(viii) If any of the assets and/or properties of the Allottee/s is/are attached for any reason whatsoever under any law, rule, regulation, statute etc.;

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

(x) 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;

(xi) If any of the aforesaid have been suppressed by the Allottee;

(xii) If the Allottee/s has/have availed any housing loan from any bank/NBFC/FI for purchase of the

			<p>Said Apartment, such bank/NBFC/FI has intimated the Promoter about the default of servicing/repayment of pre-EMI towards the housing loan amount disbursed.</p> <p>14.3. On the occurrence of an Event of Default/Default, the Promoter shall, without prejudice to any and all other rights and remedies available to it under law, be entitled (but not obliged) to exercise its rights as mentioned at Clauses 13 hereinabove. All the rights and remedies of the Promoter, including aforesaid rights and remedies of the Promoter are cumulative and without prejudice to one another.</p>
6	<p>The Promoter shall give possession of the Apartment to the Allottee on or before..... day of20___. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.</p> <p>Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of</p>	15 at Page 25	<p>The Promoter shall give possession of the Said Apartment to the Allottee/s on or before day of20___. If the Promoter fails or neglects to give possession of the Said Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Said Apartment with interest at the same rate as may mentioned in the Clause 12 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.</p> <p>Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Said Apartment on the aforesaid date, if the completion of Building in which the Said Apartment is to be situated is delayed on account of:</p> <p>(i) war, civil commotion, act of God</p>



Date: 23rd April 2024