

entitled to such unsold apartments/units and to undertake the marketing, sale etc. of such unsold apartments/units. After the receipt of the Occupancy Certificate, the Promoter 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 Association and/or Apex Body for the sale/allotment or transfer of the unsold apartments/units in the Real Estate Project or in the New Development. It is clarified that even after the formation of the Apex Body, the Promoter shall continue to be entitled to such unsold apartments/units and to undertake the marketing, sale etc. of such unsold apartments/units. It is agreed that the Promoter shall be entitled to allow their permanent employees, consultants and caretaker to use and occupy their unsold apartments without any restrictions;

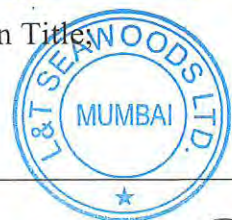
23.3. Until the assignment/ sub-lease of the Property to be Transferred to the Apex to the Apex Body, the Promoter shall have the exclusive right to control advertising and signage/hoarding(s) and all other forms of signage whatsoever within the Larger Land;

23.4. The Promoter shall be entitled to construct site offices/sales lounge on the Larger Land or any part thereof (including the Cluster G Area) and shall have the right to access the same at any time without any restriction whatsoever until the entire development/construction on the Larger Land is fully completed and Property to be Transferred to the Apex is assigned/sub-leased to the Apex Body.



Date : 23rd April 2024

11.	The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.	-	~~The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.~~
13	The Promoter hereby represents and warrants to the Allottee as follows: i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project; ii. The Promoter has 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; iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;	24 at Page 33 & 34	The Promoter hereby represents and warrants to the Allottee/s as follows: (i) The Promoter has clear and marketable title with respect to the Larger Land as declared in the title report annexed to this Agreement and has the requisite rights to carry out development/construction upon the Larger Land and also has actual, physical and legal possession of the project land Cluster G Area for the implementation of the Project Building; (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out construction / development of the Project Building and shall obtain requisite approvals from time to time to complete the construction / development of the Project Building; (iii) There are no encumbrances upon the ~~the project land or Project~~ Larger Land or the Building save and except stated in this Agreement and the disclosures made in the Report on Title;



Date: 23rd April 2024

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing 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 said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in

(iv) There are no litigations pending before any Court of law with respect to ~~the project land or Project~~ Larger Land or the Building except those disclosed ~~in the title report~~ herein and/or as disclosed to the MahaRERA under the RERA on its website;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Building and the ~~Project, project land and said building/wing~~ Larger Land 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 said building/wing~~ Building shall be obtained by following due process of law. The Promoter has 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~~;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to ~~the project land, including the Project and~~ Said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Apartment to the Allottee/s in the manner contemplated in this Agreement;

(ix) At the time of execution of the deed for assignment/sub-lease ~~conveyance deed~~ of the structure to the Association, ~~of allottees~~ the Promoter shall handover lawful, vacant, peaceful, physical



Date: 23rd April 2024

the manner contemplated in this Agreement; ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees; x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities; xi. 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 said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.		possession of the common areas within the structure of the Structure Real Estate Project (excluding basements and podiums) to the Association of allottees. It is clarified that the Common Areas And Facilities And Amenities that are to be handed over to the Apex Body shall be held by the Promoter and shall be handed over to the Apex Body upon its formation; (x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Real Estate Project to the competent Authorities till three months from obtaining occupation certificate; or assignment/sub-lease of the structure of the Real Estate Project (excluding basements and podiums) to the Association; or assignment /sub-lease of the Property to be Transferred to the Apex to the Apex Body, whichever is earlier; (xi) 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 said property Larger Land) has been received or served upon the Promoter in respect of the project Larger Land and/or the Real Estate Project. It is clarified that all representations and warranties shall be subject to the qualified disclosures made herein.
	25 at Page 34 & 35	<u>REPRESENTATION AND WARRANTIES OF THE ALLOTTEE</u>

Date : 23rd April 2024



(i) The Allottee/s are not prohibited from acquiring the Said Apartment and the Said Car Parking Space under any applicable law or otherwise;

(ii) The Allottee/s has/have not been declared and/or adjudged to be an insolvent, bankrupt and/or ordered to be wound up or dissolved, as the case may be;

(iii) 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;

(iv) The Allottee's assets/properties is/are not attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;

(v) The Allottee/s has/have not received any notice 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/them;

(vi) The Allottee/s has/have not compounded payment with his/her/its/their creditors;

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

(viii) The Allottee/s will not cause nuisance and/or cause hindrances in the completion of the Real Estate

Date: 23rd April 2024

			Project and /or proposed buildings/projects at Cluster G-and /or New Development and/or anytime thereafter and will not default in making payment of the Installments and/or any other amounts due and payable by the Allottee/s mentioned in this Agreement; (ix) 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 Promoter provide such security as may be required by the Promoter towards the payment of the Consideration and the Installments.
14	The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.	26 at Page 35 to 45	26. COVENANTS OF THE ALLOTTEE The Allottee/s for himself/themselves/itself with intention to bring all persons into whosoever hands the Said Apartment may come, hereby covenants with the Promoter as follows :- (i) To maintain the Said Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Said Apartment is taken; and shall not do or suffer to be done anything in or ~~to the building in which the Apartment is situated~~ Real Estate Project, which may be against the rules, regulations or bye-laws; or change/alter or make addition in or to the ~~to the building in which the Apartment is situated~~ Real Estate Project and in the Said Apartment ~~itself~~ or any part thereof, without the consent of the local authorities, if required. Further, to the extent that the same applies to the Allottees/s, the Allottee/s shall observe and perform, and not commit any breach or

