



the said Apartment and/or the Real Estate Project and/or proposed buildings/project at Cluster G and all outgoings, whatsoever, as may be determined by the Promoters, until the Association takes charge and control of management of the the Real Estate Project and/or proposed buildings/project at Cluster G. The account of such amounts and corpus funds shall be rendered to the Association or Apex Body as the case may be;

(lvi) 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;

(lvii) 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 Association /Apex Body in charge of maintaining and/or providing Common Areas And Facilities And Amenities in the Real Estate Project and/or proposed buildings/project at Cluster G and/or New Development and/or Larger Land. The Allottee/s shall maintain proper code of conduct and discipline in the Real Estate Project and/or proposed buildings/project at Cluster G and/or New Development 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 Real Estate Project and/or proposed buildings/project at Cluster G – and/or New Development, for the better enjoyment of Common Areas And Facilities And Amenities by all the occupants of the Real Estate Project and/or proposed

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buildings/project at Cluster G and/or New Development.

(lviii) 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 Association shall be entitled to refuse the transfer of the said Flat, in favour of such prospective purchasers/transferees;

(lix) Further, the Allottee/s undertake that, if they give the said Apartment on Lease/Leave and License, they shall inform the Promoters in writing and also obtain the necessary POLICE VERIFICATION of the licensee/lessee and submit a copy of the same to the Promoters/Association;

(lx) As regards the formation of the Association /Apex Body, the same shall be formed upon receipt of all dues from all the allottee/s in the Project;

(lxi) 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 Promoter. Subject to the Allottee/s complying with its/his/their obligations hereunder, the Promoter shall grant its no-objection, whereby the Promoter shall express its no-objection to the Allottee/s availing of such loan and mortgaging the Said Apartment with such bank/financial institution,



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provided however, the Promoter 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 Promoter's right to receive the Consideration and other charges and to develop the said Larger Land. Such mortgage created in favour of such bank/financial institution shall be subject to the Promoter's first lien and charge on the Said Apartment in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter 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 Promoter 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 Promoter before taking possession of the said Apartment and also thereafter, all writings and papers as may be reasonably necessary and required by the Promoter including possession letter, electric meter, transfer forms and other papers, necessary and expedient for formation and registration of the society/Association/Apex Body as mentioned hereinafter. The Allottee/s hereby indemnifies and agrees to keep indemnified the Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoter and its successors and assigns may suffer or incur by reason of any action that any bank/financial institution may initiate on account of the Loan or for the recovery of the Loan

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or any part thereof or on account of any breach by the Allottee/s of the terms and conditions governing the Loan.

(Ixii) 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 Real Estate Project and/or proposed buildings/project at Cluster G and/or New Development and/or 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 Promoter may deem fit and the Promoter will be entitled interalia to construct recreation centre, health club, club house, etc., and carry on such other activity or activities, as the Promoter 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 Promoter alone exclusively and the Allottee/s shall have no right thereto, either in his/her individual capacity or through the Association of the apartment allottee/s. The Allottee/s doth 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 or club house, etc., shall belong to the Promoter alone exclusively and the Allottee/s shall have no right to the same, in any manner whatsoever.



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			<p>The above covenants shall be binding on the Allottee/s and shall be operative even after the formation of the Association/Apex Body.</p>
-	-	27 at Page 45 & 46	<p><u>NON-RESIDENT/FOREIGN NATIONAL OF INDIAN ORIGIN</u></p> <p>It is abundantly made clear to the Allottee/s who is a non-resident/foreign national of Indian Origin, that in respect of all remittances, acquisitions/transfer of the Said Apartment, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottee/s agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.</p>
-	-	28 at Page 46	<p><u>BANK DETAILS</u></p>



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			<p>In case of termination and cancellation of this Agreement in the manner as stated in this Agreement or refund of any excess amount and/or deposit to the Allottees, if any, the Promoter shall have right to refund the balance considerations and/or excess amount and/or deposit to the Allottees (after deducting amount referred above) to the Bank account no. [] of [Name of the bank], having IFSC code no. [], and at [] branch of the Allottee/s by way of RTGS /NEFT.</p>
16	<p>Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned</p>	29 at Page 46	<p>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 said Plot and Building the Said Car Parking, the Real Estate Project and/or proposed buildings/project at Cluster G / the Cluster G Area and/or any other structures constructed thereon or any part thereof or on any part of the Larger Land. The Allottee/s shall have no claim save and except in respect of the Said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building Real Estate Project (excluding the basements and the podiums) are transferred to the Society/Limited Company or other body Association and until the project land Property to be Transferred to the Apex is transferred to the Apex Body Federation as hereinbefore mentioned.</p>
16	<p>Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot</p>		<p>Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The</p>

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