LODHA
BUILDING A BETTER LIFE

Date: - 24th July 2024

Deviation with respect to Allotment Letter- Palava WaterFront -Wing D and E

<table>
<tr><th>Page No.</th><th>Relevant Clause</th><th>Description</th></tr>
<tr><td>[•]</td><td>3- Allotment of Parking Spaces</td><td>Allotment of Parking Spaces:
The Applicant shall be provided with [insert number] car parking spaces and [insert number] parking spaces for 2 wheelers vehicles. The details of the allotted parking spaces to be informed to the Applicant on or after the possession of the Unit.</td></tr>
<tr><td>[•]</td><td>4.5 – Forfeiture by the Company</td><td>In the event that the Company rejects the application on account of non-receipt of Booking Amounts or any part thereof or the Applicant not abiding by terms and conditions contained in the Application Form (including these terms and conditions), then this Application Form shall, without any further notice, be liable to be rejected and all amounts paid towards Booking Amount I and II (or 10 per cent of the Consideration Value and all other amount payable under this Application Form), or part thereof, shall stand forfeited.</td></tr>
<tr><td>[•]</td><td>4.7 – Cancellation by the Applicant</td><td>In the event that the applicant decides to cancel the booking, following terms shall apply:
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<tr><td>[•]</td><td>7.1- Plans and Specifications</td><td>The Company shall, subject to the terms hereof, construct the Building in accordance with the approvals and/or plans and amendments thereto, as approved by the concerned local authority. The unit shall be handed over along with Occupation certificate and provisions for civic infrastructure like water, sanitation and electricity as per timelines stated in Clause 10.1 hereinbelow.</td></tr>
</table>

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Annexure A

Sr. No.	Stages	Date of Completion
1	Excavation	
2	Basements (If any)	
3	Podiums (If any)	
4	Plinth	
5	Stilt (If any)	
6	Slabs of Super Structure	
7	Internal walls, Internal Plaster, Completion of Floorings, doors and Windows	
8	Sanitary, Electrical and water Supply Fittings within the said units	
9	Staircase, Lifts Wells and Lobbies at each Floor level Overhead and Underground Water Tanks.	
10	External plumbing and external plaster, elevation, completion of terraces with waterproofing.	
11	Installation of lifts, water pumps, Fire Fighting Fittings and Equipment, Electrical fittings, mechanical equipment, , Finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to Building/Wing, Compound Wall and all other requirements as may be required to Complete project as per specifications in agreement of sale, any other activities	
12	Internal Roads & Footpath	
13	Water Supply	
14	Sewerage (Chamber, lines, Septic Tank, STP)	
15	Storm Water Drains	
16	Treatment and disposal of sewage and sullage water	
17	Solid Waste management & disposal	
18	Water conservation/Rain water harvesting	
19	Electrical meter room, sub-station ,receiving station	
20	Others	

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Letter of Allotment

Dear [•], Date: [•]

It gives us immense pleasure to inform you that Unit no. [•], in [•] has been allotted to you, against your booking on [•] and receipt of associated payment.

The details of your chosen Unit and correspondence details as in our records are given below.

BookingId (CRN)	[•]	
Name, Address and Contact Details of Allottee (s)	[•]	
Unit Details	Unit No. & Wing	[•]
	Name of Building/Tower	[•]
	Type of Unit	[•]
	Carpet Area	[•]
	EBVT Area	[•]
	Net Carpet Area (Carpet + EBVT)	[•]
	Count of Car Parking(s) allotted	[•]
	Consideration Value(INR)*	[•]

*Consideration Value mentioned above does not include other charges payable before Possession

Please note that the terms and conditions as stated in the Application Form shall continue to be binding inrespect of theallotment of the aforesaid Unit and for ready reference are reproduced hereunder as Annexure.

Home Loan Assistance: Our in house Lodha Fincorp team will coordinate with the preferred bankers & assistyou in getting home loan at competitive rates. You can reach them at the following coordinates:

Mobile 1	Mobile 2	Email id
8879008097	8879009054	fincorp@lodhagroup.com

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We look forward to providing efficient & reliable service, as you begin this relationship with the Lodha Group.Best

Regards,
For MACROTECH DEVELOPERS LIMITED

AUTHORIZED SIGNATORY

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For assistance, please reach out to your Service Associate at 022 67161111 or write to service.support@lodhagroup.com. We shall be available during the following timings for on- call/email assistance: For Resident Indians: 10AM to 6PM IST from Monday to Friday

For Non-resident Indians: 12PM to 8PM IST Monday to Friday

ANNEXURE TERMS AND CONDITIONS

[Mention Promoter Company name] **(Company)**

[Lodha Comment: Please note that the terms: (i) Company; (ii) Applicant; (iii) Unit; (iv) Building; and (v) Date of Offer of Possession , need to be clearly defined in the ApplicationForm – as these terms are used through the Terms and Conditions.]

1. Application:

1.1 This application constitutes an offer by the Applicant to acquire a Unit in the Building/Project as mentioned in this Application Form, on the terms and conditions contained herein. The application does not confer or constitute any right in favour of the Applicant of allotment and / or agreement for acquisition of the Unit. This application and the terms hereof shall supersede all prior discussions/ correspondences/ letters/ emails (written or otherwise) between the Applicant and the Company.

1.2 In the event the application for allotment is made through the internet/ online, the Applicant shall mandatorily submit to the Company a printed copy of the Application Form duly signed on all pages along with a copy of the PAN card and residence proofand NRI/PIO/OCI documents (for overseas clients) at the sales office of the Companyat [ ] within 7 (seven) days from the date of the online booking. The Applicant undertakes to send the airway number of the courier *via* email to the Company within 72 (seventy two) hours from the date of booking. The Applicant agrees that the booking of the Applicant shall be liable to be cancelled in the event the Applicantfails to submit hard copy of the duly signed Application Form along with supporting documents within the aforesaid stipulated time.

1.3 The Applicant confirms that the Applicant has chosen to apply for allotment of the Unit after exploring the other options of properties of similar nature available with other developers in the vast and competitive market in the vicinity and after ascertaining the details of the Unit and the Project, has voluntarily approached the Company for allotment of the Unit.

1.4 The Applicant undertakes with respect to this Application Form and all the obligations setout therein that: (i) it is a person competent to enter into contract under the Indian Contract Act, 1872 shall be eligible to execute and be bound by the terms and conditions set out in this Application Form; (ii) the obligations expressed to be assumed by it under this Application Form are legal, valid and binding obligations enforceable in accordance with its terms and they have taken the necessary actions to make it legal, valid, binding and enforceable against it; and (iii) it is and shall be in compliance with applicable law, with respect to all its obligations as set out in this Application Form.

1.5 The Applicant agrees and acknowledges that on execution of this Application Form it has consented to the data provided in this Application Form and any data that has been provided prior to in connection with or pursuant to this Application Form being used by the Company and its Affiliates for the purpose of: (i) performing obligations under this Application Form or the agreement to sell that may be entered into by the Applicant

in respect of the Unit (**"Agreement to Sell"**); (ii) verifying your identity; (iii) responding to, handling, and processing queries, requests, applications, complaints, and feedback from the Applicant; (iv) managing your relationship with us; (v) processing payment or credit transactions; (vi) sending your marketing information about our goods or services including notifying you of our marketing events, initiatives and promotions, lucky draws, membership and rewards schemes and other promotions;

(vii) complying with any applicable laws, regulations, codes of practice, guidelines, or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority; (viii) any other purposes for which you have provided the information; (ix) transmitting to any unaffiliated third parties including our third party service providers and agents, and relevant governmental and/or regulatory authorities, in India or abroad (as applicable), for the aforementioned purposes; and (x) any other incidental business purposes related to or in connection with the above.

2. Booking Amounts:

2.1 Along with this Application Form, the Applicant shall pay to the Company theBooking Amount I as set out in the Schedule of Payments set out at Annexure A (**"Schedule of Payments"**). The Applicant hereby agrees and undertakes to make the payments in accordance with the Schedule of Payments, time being of essence.

2.2 The term 'Booking Amount' / 'Booking Amounts' refer to the instalments to be paid by the Applicant prior to registration of the Agreement to Sell, as set out in the Schedule of Payments.

3. **Allotment of Parking Spaces:**

Furture I/we have the pleasure to inform you that you have been allotted along with the said unit , garage/covered car parking space at ..... Level basement /podium /stilt/mechanical car parking unit bearning No. .....admeasuring .....sq. Ft. having .....ft. length x ..... ft. length x ft. breath x ..... ft. vertical clearance on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves

4. **Acceptance / Rejection of Application:**

4.1 The Company reserves the right to accept or reject this Application Form, at its sole discretion and without assigning any reason for the same.

4.2 Upon full and due realization of the Booking Amount(s) and fulfilment of necessary formalities by the Applicant, the Company will consider the application and communicate in writing to the Applicant, the acceptance or rejection thereof, within 30 (thirty) days from the date of receipt of Booking Amount I.

4.3 If no communication is received from the Company within 30 (thirty) days from the date of receipt of Booking Amount I (subject to timely payment of the Booking

Amounts in accordance with the Schedule of Payments), the Application Form shall be deemed to be accepted and the Unit shall be deemed to be allotted to the Applicant on the terms and conditions as stated in this Application Form. In such case, the Applicant shall be bound by the terms of the Application Form (including the obligation to make payments in accordance with the Schedule of Payments).

4.4 In the event, the Company rejects the Application Form for any reason other than non-receipt of the Booking Amounts / other instalments as per the Schedule of Payments and/ or for any other reason not directly attributable to the Applicant, the Company shall inform the Applicant of the same in writing within the period of 30 (thirty) days from the receipt of Booking Amount I. In such case, the amounts paid by the Applicant to the Company upto the date of the rejection letter shall be refunded to the Applicant in full without any interest within a period of 30 days from the date of the rejection letter.

4.5 In the event that the Company rejects the application on account of non-receipt of Booking Amounts or any part thereof or the Applicant not abiding by terms and conditions contained in the Application Form (including these terms and conditions), then this Application Form shall, without any further notice, be liable to be rejected and all amounts paid towards Booking Amount I and II (or 10 per cent of the Consideration Value and all other amount payable under this Application Form), or part thereof, shall stand forfeited.

4.6 The Applicant agrees that the amounts forfeited at Clause 3.5 above represent is a genuine/pre-estimate of the loss or damage that is likely to be suffered by the Company on account of default by the Applicant in making payments in accordance with the provisions of this Application form and the Agreement to Sell. The forfeited amount is arrived at having regard to the cost of construction, the cost of funds raised by the Company, the ability or inability of the Company to resell the Unit, including losses due to brokerage/marketing spend, delay in receiving money towards the Unit and the possibility of loss of value of the Unit on resale, among others. The Applicant waives his / her right to raise any objection to the forfeiture by the Company of the forfeited amount in the manner and under the circumstances set out herein.

4.7 In the event that the applicant decides to cancel the booking, following terms shall apply:

S. No.	Timelines for Cancellation request being received by Company from Applicant in writing	Amounts to be refunded
1	Within 15 days from issuance of the Application Form	Entire amount paid by Applicant will be refunded

2		After 15 days from issuance of the Application Form and prior to signing of Agreement for Sale	Entire amount paid by Applicant will be refunded through credit voucher*
3		On/After signing of Agreement for Sale by Applicant	Cancellation is not permitted (except for reasons as stated in the Agreement for Sale); Refund, if any, shall be as per the terms of the Agreement for Sale

*Subject to the terms and conditions thereto.

5. **Allotment of Unit and Agreement to Sell:**

5.1. Upon the Company accepting this Application Form under paragraph 3 above, the Company shall issue to the Applicant, an Allotment Letter allotting the Unit to the Applicant. The Applicant also agrees and undertakes to execute and register an Agreement to Sell in respect of the Unit as per the standard format of the Company under applicable provisions of law.

5.2. The Applicant has reviewed the standard draft of Agreement to Sell and hereby accepts the terms and conditions set out therein and undertakes to not raise any objections in this regard prior to execution of the Agreement to Sell and waives all rights in this regard. TheApplicant shall pay the applicable stamp duty related to the Agreement to Sell within 14 (fourteen) days of being called upon to do so by the Company and thereafter be available for execution of Agreement to Sell and registration thereto as per the time allotted by the Sub-Registrar of Assurances. All costs and charges of any nature whatsoever including towards stamp duty, registration and other expenses in respect of the Agreement to Sell shall be borne and paid by the Applicant alone.

6. **NRI/Non Resident/ Foreign National of Indian Origin/Foreign Companies:**

The Applicant agrees that in case the Applicant is a non-resident Indian/foreign nationalof Indian origin/ or any other such person or entity permitted to purchase then in that event, the Applicant shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 ("**FEMA**"), Reserve Bank of India Act, 1934 ("**RBI**") and/or rules/guidelines made/issued thereunder and/or all other applicable laws including that of remittance of payments, acquisition/sale,transfer of immoveable properties in India, that may be amended and updated from time to time. In case any permission required to be obtained by the Applicant under applicable law is refused or subsequently found lacking by any statutory authority, the same shall constitute breach of the terms hereof. The Applicant understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the RBI, he shall be liable for any action under the FEMA as amended from time to time. TheCompany shall not be held responsible/liable in this regard. The Applicant shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Applicant,

subsequent to the signing of this Application Form, it shall be the sole responsibility of the Applicant to intimate the same in writing to the Company immediately and comply with necessary formalities if any under the applicable laws.

7. **Plans and Specifications:**

7.1. The Company shall, subject to the terms hereof, construct the Building in accordance with the approvals and/or plans and amendments thereto, as approved by the concerned local authority. The unit shall be handed over along with Occupation certificate and provisions for civic infrastructure like water, sanitation and electricity as per timelines stated in clause 10.1 hereinbelow.

7.2. The Applicant is aware that while the Company has obtained some of the approvals, certain other approvals (or amendments to current approvals) may be received from time to time. Having regard to the above position, the Applicant has applied for the Unit and agrees to abide by the terms hereof without any objection or demur and waives his right to raise any objection, in that regard.

7.3. Without prejudice to the aforesaid, the Applicant hereby confirms that the Company may make amendments to the plans or layouts of the Project, the Building or the Unit as required for the execution of the Project or as may be directed by the competent authorities. This may include any change wherein the Company, if permitted by the relevant authorities, transferring the construction permissible on the property on which the Project is being developed ("**Property**") to any other property or transferring to the Property the construction permissible on any other property at any time prior to conveyance of the Property to the Federation / Ultimate Organisation, as the case may be. The Applicant gives his consent for such changes provided such changes shall not result in change in location of the Unit (with respect to its direction on a given floor), lowering of the Unit (with respect to its height above ground) or reduction in the Carpet Area more than 3 per cent of the Carpet Area. In case a change is proposed which adversely impact any of the aforesaid factors, separate written consent shall be obtained from the Applicant.

7.4. The Applicant is aware and agrees that the Company shall allow various balcony / verandah/ garden / open terraces (including the one located at the top of the Building) to be used, partly or wholly, by one (or more) unit Applicant(s) in the Building and such unit Applicant(s) shall have exclusive right to use the said areas as per the terms of the arrangement between the Company and the said unit Applicant(s). The Applicant agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. In terms of the above, the Company shall be at absolute liberty to allot/assign the said right to such person/s in the manner as the Company may deem fit and proper.

7.5. The Applicant is aware and acknowledges that the Carpet Area shall mean and include thenet usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service

shafts, exclusive balcony/ verandah/open terrace area or any exclusive open terrace area ("**EBVT Area**"). Further, the Applicant hereby agrees and acknowledges that the EBVT Area shall mean and include the floor area of the balcony (enclosed or open) and/or veranda and/or terrace and/or deck and/or elevation treatment and/or any other areas meant for the exclusive use of the Applicant, other than the Carpet Area.

7.6. The Applicant accepts and acknowledges that the Carpet Area and the EBVT Area is calculated, prior to application of any finishes / finishing material and is subject to tolerance of (+/-) 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of the Carpet Area and, or, EBVT Area as the case may be the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the person which raises the dispute in relation to the measurement of Carpet Area and, or, EBVT Area as the case may be.

7.7. Further, the Applicant hereby agrees and acknowledges that they are aware that some or all of the EBVT Area is excluded/not counted in FSI. The Applicant has studied and understood the plans approved by the concerned authorities and agrees to raise no claim in relation to the manner of approval of the EBVT Areas.

8. **Schedule of Payments:**

8.1. The Applicant shall make payments in accordance with and within the period set out in the Schedule of Payments stated in this Application Form, time being of the essence.

8.2. The Applicant shall, in relation of the Unit, make all payments to the Company from his/her own bank account only and not from and through the bank accounts of any third parties. The Applicant alone shall be responsible and liable in relation to the payments made by any third parties. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Unit shall be issued in favour of the Applicant only.

8.3. The Applicant undertakes that, any payments made by (i) the Applicant; and, or, (ii) a third party for and on behalf of the Applicant shall be in accordance with applicable law and inter alia the Prevention of Money Laundering Act, 2002 and the Benami Transactions (Prohibition) Amendment Act, 1998, or any statutory amendment(s), modification(s), notifications, guidelines made thereof any other law or regulation administered or any similar law enacted in the any relevant jurisdiction on and after the date of this Application Form.

8.4. The Parties agree that all over-due payments shall attract interest which shall be at State Bank of India's (SBI) highest Marginal Cost of Lending Rate (MCLR) + 2% (two per cent), calculated with monthly rests ("**Interest**"), from the dates they fall due till realization. It is clarified that payment of Interest will be without prejudice to the other rights and/or remedies available to the Company including the right to cancel/terminate the allotment and/or claim losses/damages incurred or suffered in that regard. The Parties confirm that, in addition to the Interest, in case of every instance of delayed

payment, either Party shall be entitled to recover from the other Party, responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2 % (twoper cent) of the amount of the delayed payment per instance (subject to minimum of INR 20,000/- (Rupees Twenty Thousand Only) per instance of delayed payment in 2021 and shall be revised on 1st April of each year as per rate of RBI's consumer price index).

8.5. In case of the dishonour of any cheque, the cheque bouncing charges equivalent to 2.5% (two point five per cent) of the value of the cheque in question will be payable by the Party which issued the cheque in question. The relevant Party must also ensure payment of the amount of the cheque in question and the cheque bouncing charges within 30 (thirty) days from the date of the dishonour of the cheque failing which, the cheque bouncing charges shall increase to 5% (five per cent) of the amount of the cheque issued.

8.6. The Consideration Value shall remain fixed as stated in this Application Form, save and except for proportionate share (in ratio of Carpet Area) of any increase in costs / charges levied by any statutory/ regulatory authority, after date of start of construction of the Building 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 per cent) beyond the prevailing exchange rate with the US Dollar ($) as on the date of start of construction of the Building. Such proportionate increase will be certified by any one of the Big 6 accountancy firms (EY, KPMG, PWC, Deloitte, BDO, Grant Thornton in 2021 and asmay vary over time) and the Applicant shall pay such proportionate share, as demanded.

8.7. It is clarified that the Consideration Value payable by the Applicant is exclusive of all goods and services tax, service tax, value added tax, sales tax, stamp duty, registrationcharges, customs and import duties, levy, impost, octroi, property tax, land under construction tax and, or, duty of any nature (**"Taxes"**), Maintenance Related Amounts and Reimbursements (collectively "**Charges**") which shall be payable by the Applicant in respect of and/or in connection with the allotment of the Unit. The Applicant agrees to pay without demur and objection, the said Charges as and when demanded by the Company, time being of the essence. A list of the said Charges payable by the Applicant is set out in at Annexure [●] of this Application Form.

8.8. Various Maintenance Related Amounts and Reimbursements including but not limited to common area maintenance (**"CAM"**) charges, land under construction tax, electricity deposit reimbursement and property tax are provisional and based on estimates at the time of sales launch of the development. The CAM charges are subject to inflation, increases, etc. as per market factors (currently estimated @ 7.5 to 10 per cent per annum). Further, these charges are subject to the revision every 12 months after the Date of Offer of Possession by 7.5 to 10 per cent per annum.

8.9. The Applicant hereto agrees and acknowledges that subject to the terms and conditions as may be formulated by the Company from time to time, the Applicant shall be liable to pay the applicable club usage charges. The number of members of the family of the Applicant eligible for club membership shall be as under:

Area	No. of club members
1BHK	
2 BHK	
3 BHK	
4 BHK or larger	

8.10. It is clarified and the Applicant accords their consent that any payment made by the Applicant to the Company hereunder shall be appropriated in the manner below:
Firstly, towards the Cheque Bouncing Charges in case of dishonour of any chequeissued by the Applicant;
Secondly, towards Interest due as on the date of payment;
Thirdly, towards costs and expenses for enforcement of this Agreement and recoveryof the Consideration Value and all other amounts payable under this Application Form, including, but not limited to, Reimbursements, Maintenance Related Amounts and all Indirect Taxes thereto payable in respect of the Unit or any other administrative or legal expense incurred by the Company on account of delay in payment by the Applicant and consequential actions required to be taken by the Company; and **Fourthly**, towards outstanding dues including Consideration Value, and any other amount payable in respect of the Unit or under the Application Form, including, but not limited to, Reimbursements, Maintenance Related Amounts and allIndirect Taxes thereto.
Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Applicant with regards to appropriation/ application of the payment made hereunder shall be valid and binding upon the Company.

8.11. As a part of the Company's 'Go Green' initiative, the Applicant shall endeavour to make payment of the amounts in respect of the Unit through RTGS/NEFT. However, if the Applicant makes payments by Cheque/Pay Order/Demand Draft, then the Applicant shall ensure that the same is delivered to Company's Head Office at least 3 (three) working days before and the amounts are realized by the Company on or before the relevant due date of payment, in order to avoid levy of interest due to delayin realization of the proceeds thereof.

9. Encumbrances

The Unit is free from all encumbrances and no encumbrances shall be created on theUnit.

10. Possession

10.1. In the event the Applicant is allotted the Unit and provided that the Applicant is not inbreach of any of the terms of the Allotment Letter/Agreement to Sell, the Company shall endeavour to make available the possession of the Unit on the Date of offer of

Possession mentioned herein. The Company shall, without being liable to the Applicant, be entitled to a grace period of 18 (eighteen) months beyond the Date of Offer of Possession and any extension as may be applicable on account of provisions of Clause 8.2 hereof.

10.2. Notwithstanding any other provisions hereof, the Company shall, without being liable to the Applicant in any way including in respect of payment of Interest, be entitled to reasonable extension of time for making available possession of the Unit or completion of Building beyond the Date of Offer of Possession mentioned herein, if the same is delayed for reasons beyond the control of the Company including on account of:-

(a) War,civil commotion or act of God;

(b) Any notice, order, rule or notification of the Government and/or other public or competent authority /court.

11. **Safeguard of exclusivity:**

Keeping in mind and to safeguard the exclusivity of the said Project, the Applicant shall not let, sub-let, transfer, assign or part with Applicant's interest or benefit under the Application Form/Allotment Letter or part with the possession of or interest in the Unittill the Unit is handed over to the Applicant. Any transfer of the Unit after such time shall be subject to the prior written consent of the Company and the terms and conditions, in that regard. Any such application for transfer shall only be considered if

(i) the Applicant has paid to the Company all amounts (including Consideration Value, Maintenance Related Amounts, Reimbursements, and taxes thereof) payablein respect of the Unit; (ii) the Applicant is not in breach of any of the terms and conditions of the Allotment Letter/Agreement to Sell; and (iii) valid no objection letter is obtained from the ultimate organisation and federation separately (in the absence of the ultimate organisation/federation, from the Company).

12. Set Off/Adjustment:

The Applicant hereby grants to the Company his unequivocal and irrevocable consent to recover / set off / adjust the amounts payable by the Applicant to the Company including the Consideration Value, Maintenance Related Amounts, Reimbursements, Interest and/or Liquidated Damages against any other amounts payable by the Applicant to the Company or by the Company to the Applicant pursuant to the Application Form/ Agreement to Sell and in relation to the Unit. The Applicant agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Applicant, in that regard, shall be deemed to have been waived.

13. **Disbursal from Banks/ Financial Institution:**

In the event the Applicant obtains a loan from any bank or financial institution for payment of the Consideration Value (or part thereof) in respect of the Unit, the Applicant shall solely be responsible and liable to ensure that the payment of the Consideration Value and all other amounts payable under this Application Form, including, but not limited to, Reimbursements, Maintenance Related Amounts and allIndirect Taxes thereto, as and when due, is made by the Bank without any objectionor demur. Any delay or default by such bank or financial institution for any reason whatsoever in disbursal of such amounts, as and when due, shall constitute a breachof the terms of allotment/ Agreement to Sell.

14. Securitization And Charge On Property

14.1. The Applicant hereby agrees and acknowledges that the Company shall, at all times, have the absolute, unconditional and unfettered right to sell, assign, transfer, securitize, dispose-off, utilise or deal with the Consideration Value and all other amounts payable under this Application Form, including, but not limited to, Reimbursements, Maintenance Related Amounts or any part/ portion thereof (whetheror not the Company is in full receipt of the same as of a particular date), in the manner that the Company may, in its sole and absolute discretion, deem fit. The Applicant hereby further agrees and acknowledges that the Company may, from time to time, raise finance through any instrument, modes, avenues, options or markets available to the Company, whether in India or worldwide, as permissible under applicable Laws, which may include but not be limited to, procuring such financing from; any private or public institution; issuance of a security, bond, or any instrument,of any nature whatsoever, debt or equity, including redeemable or convertible (fully or partially or optionally) or non-convertible, in the primary / secondary market (whether through private placement or by way of a public offer); from any financial institutions, banks, funds and, or, any other vehicle, instrumentality, entity, body corporate or person, onshore or offshore, as the case may be. Accordingly, the Applicant hereby grants his irrevocable consent to the Company to sell, assign, transfer, securitize, dispose-off, utilise or deal with, in a manner suitable to the Company (without requiring specific consent from the Applicant), the Consideration Value and all other amounts payable under this Application Form, including, but not limited to, Reimbursements, Maintenance Related Amounts and/or part thereof and any amounts received/ receivable by the Company hereunder including without limitation, the right to directly receive from the Applicant such amounts pertaining to the Consideration Value and all other amounts payable under this Application Form, including, but not limited to, Reimbursements, Maintenance Related Amounts and,or, part thereof and, or, any amounts payable by the Applicant herein.

14.2. It is further agreed that any such securitization shall not lead to an increase in the Consideration Value and all other amounts payable under this Application Form, including, but not limited to, Reimbursements, Maintenance Related Amounts paid bythe Applicant for the Plot and any payment made by the Applicant to the Company and, or, any bank or financial institution / bond holders / investors/ funds / vehicle /

instrumentality / entity / corporate body etc. nominated by the Company, in writing, shall be treated as being towards the fulfilment of the obligations of the Applicant under this Agreement to the extent of such payment.

15. Defect Liability:

If within a period of 60 (sixty) months from the Date of Offer of Possession or such shorter period as permissible under Applicable Law, the Applicant brings to the notice of the Company any structural defect in the Unit or the material used therein (wear and tear and misuse excluded), wherever possible, such defects (unless caused by or attributable to the Applicant) shall be rectified by the Company at its own costs.In case it is not possible to rectify such defects, then the Applicant shall be entitled to receive from the Company reasonable compensation for rectifying such defect, based on the estimated cost of rectifying such defect as may be determined by the Project Architect of the Company. The Company shall not be in any way liable to repair or provide compensation for structural defects where the Applicant has made any structural changes in the Unit or in the materials used thereon.

16. Governing Law

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA authority as per the provisions of the Real Estate (Regulations and Development) Act, 2016, Rules and Regulations, thereunder

17. **Declaration of free will:**

The Applicant hereby expressly admits, acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise given or made orrepresented, including those contained / given in any advertisement or brochure, by the Company and/or its agents to the Applicant and/or the Applicant's agents, other than suchterms, conditions and provisions as are contained or incorporated in this Application Formeither expressly, impliedly or by law, shall be deemed to form part of this Application Form or to have induced the Applicant to make this application *vide* this Application Form. The Applicant further declares that he has executed this Application Form after reading and understanding and being explained the contents of

this Application Form and undertakes not to raise any objection and waives his right to raise such objection in that regard. Further, the Applicant confirms and undertakes not to seek any amendment, modification and/or change in the terms and conditionsof the Application Form/Allotment Letter/Agreement to Sell and hereby waives his rights in that regard.

18. **Right to contact:**

18.1. The Applicant is aware that in connection with/relation to the project(s) of the Company and/or its Group and/or the Unit, the Company and/ or its representatives shall, from time to time be communicating with the Applicant. Further, the Applicant is aware that the Company shall be providing the Applicant, on acceptance of the Application, with an email id for the purpose of communication (including the demand letters for the payments) in connection with/in relation to the Unit/Project. The Applicant hereby accords his unconditional consent/ no objection to such communication (written, email, voice, SMS or otherwise) by the Company and/or its representatives with the Applicant and undertakes to access such email id regularly.

18.2. The Applicant confirms that the communication sent by the Company through email shall constitute a valid mode of communication and the Applicant waives his right to raise any objection whatsoever in that regard. The Applicant further confirms and acknowledges that the communication sent by the Company through email/ electronically generated would not require and shall not bear any signature thereon.

18.3. The Applicant shall be bound to notify promptly to the Company any change in the preferred address for all correspondence and/or in the Applicant's e-mail address and in absence of any such notification by the Applicant, all communication (including the demand letters for the payments) shall be deemed to have been duly served, if sentto the Applicant, on the address /email address mentioned in this Application Form.

19. Special Conditions:

The Applicant agrees there may be special conditions in the Agreement to Sell.

For MACROTECH DEVELOPERS LTD.

Authorised Signatory