AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("**Agreement**") is made at Mumbai on this _____ day of _____, 201_

BETWEEN

L&T ASIAN REALTY PROJECT LLP, a limited liability partnership registered under the Limited Liability Partnership Act, 2008, having its registered office at L & T House, Ballard Estate, Mumbai – 400 001 (PAN - AAEFL7465N), 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

NIRMAL LIFESTYLE DEVELOPERS PRIVATE LIMITED, a private limited company registered under the Companies Act, 1956, having its registered office at Nirmal Lifestyle, L.B.S. Marg, Mulund (West), Mumbai- 400 080 (PAN - AACCN7366D), hereinafter called **"PROMOTER -2"** (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

[_____], _____, having its registered office/place of business/ residing at _____, 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 **THIRD PART**.

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

WHEREAS:-

A. The-Promoter-2 is absolutely seized and possessed of or otherwise well and sufficiently entitled to all those pieces or parcels of land bearing CTS. No. 706 B/A, CTS. No. 706 B/B, CTS. No. 706 B/C, CTS. No. 706 B/D, CTS. No. 706 B/E, CTS. No. 706 B/F, CTS. No. 706 B/G, CTS. No. 706 B/H, CTS. No. 706 B/J, CTS No. 710A, CTS. No. 712A, CTS. No. 723, CTS No.762A and CTS No.763A, admeasuring in the aggregate about 1,01,139.40 sq. mtrs. or thereabouts situate, lying and being at Village Nahur, Taluka Kurla, District Bombay Suburban, Registration District and Sub-District of Bombay City and Bombay Suburban District (hereinafter referred to as the "**said Properties**" and more particularly described in the **Part A** of the **First Schedule** hereunder written), by virtue of, *inter alia*, the following:

i. By and under the Deed of Conveyance dated 31st July, 2017, registered with the office of the Sub-Registrar of Assurances at Kurla- 1 under Serial No. 7648/2017, executed by and between Housing Development and Infrastructure Limited (formerly known as Housing Development and Improvement India Private Limited) (therein referred to as the "Vendor"), Nirmal Lifestyle Limited (therein referred to as the "Confirming Party") and Nirmal Lifestyle Developers Private Limited (therein referred to as the "Purchaser" and referred to as Promoter-2 herein), the Vendor granted, conveyed, transferred, assured and assigned unto the Purchaser, and the Confirming Party confirmed the grant, conveyance, transfer, assurance and assignment in favour of the Purchaser of, all the ownership, right, title and interest of the Vendor in a portion of the said Properties bearing CTS. Nos. 706 B/A (part), 706 B/B (part), 706 B/C, 706 B/D (part), 706 B/E, 706 B/F, 706 B/G, 706 B/H and 706 B/J admeasuring approximately 62,000 sq. mtrs., at and for the consideration and upon the terms and conditions more particularly set out thereunder;

ii. By and under the Deed of Conveyance dated 31st July, 2017, registered with the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. 7645/2017, executed by and between (1) Smt. Krishnabai Bhiwa Ulvekar (2) Shri. Rameshdeo Bhiwa Ulvekar (3) Smt. Shalini Rameshdeo Ulvekar (4) Shri. Omprakash Bhiwa Ulvekar (5) Smt. Minakshi Omprakash Ulvekar (6) Shri. Laxmikant Bhiwa Ulvekar (7) Smt. Sharda Laxmikant Ulvekar (8) Smt. Rekha Prabhakar Patil (9) Smt. Kusum Vinayak Joshi (10) Smt. Chhaya Kishan Mhatre and (11) Smt. Hemlata Shivshankar

Patil (therein referred to as the "Owners"), Nirmal Lifestyle Limited (therein referred to as the "Confirming Party") and Nirmal Lifestyle Developers Private Limited (therein referred to as the "Purchaser" and referred to as Promoter-2 herein), the Owners granted, conveyed, transferred, assured and assigned unto the Purchaser, and the Confirming Party confirmed the grant, conveyance, transfer, assurance and assignment in favour of the Purchaser of, all the ownership, right, title and interest of the Owners in a portion of the said Properties being all that piece or parcel of land or ground bearing Survey No. 65, Hissa No. 1 and 2 (part) i.e. old CTS. No. 718 (part) which corresponds with new CTS No. 706B/D (part), admeasuring 1089 sq. mtrs. or thereabouts situate, lying and being at Village Nahur, Taluka Kurla, Registration Sub-District Kurla and Registration District Mumbai Suburban, at and for the consideration and upon the terms and conditions more particularly set out thereunder;

iii. By and under a Deed of Conveyance dated 31st July, 2017 registered with the office of the Sub-Registrar of Assurances at Kurla- 1 under Serial No. 7644/2017 executed by and between Kishore J. Sheth, being the last surviving executor and trustee appointed under the last will and testament dated 4th September, 1980 of late Jaysukhlal Dahyalal Zaveri, (therein referred to as the "First Vendor"), Ashok Shantilal Zaveri and Narendra B Zaveri, being the last two surviving executors and trustees appointed under the last will and testament dated 7th September, 1978 of late Shantilal Zaveri, therein collectively referred to as the "Second Vendor") (hereinafter collectively referred to as the "Vendors"), M/s. Rose Enterprises (therein referred to as the "Confirming Party 1"), Nirmal Lifestyle Limited (therein referred to as the "Confirming Party 2") and Nirmal Lifestyle Developers Private Limited (therein referred to as the "Purchasers" and referred to as Promoter-2 herein), the Vendors have sold, transferred and conveyed to the Purchasers all ownership, right, title and interest of the Vendors under the said registered Agreement dated 16th July, 1980 made between the Vendors and M/s. Zaveri Enterprises as also under the Agreement dated 19th October, 1994 made between M/s. Zaveri Enterprises and M/s. Rose Enterprises, in respect of a portion of the said Properties bearing CTS No. 710 A (part) and 712 A (part) admeasuring approximately 5306 sq. mtrs., and the Confirming Parties have confirmed the same, at and for the consideration and on the terms and conditions mentioned therein;

iv. By and under a Deed of Conveyance dated 31st July, 2017 registered with the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. 7647/2017 executed by and between Nirmal Lifestyle Limited (therein referred to as the "Vendor") and Nirmal Lifestyle Developers Private Limited (therein referred to as the "Purchaser" and referred to as Promoter-2 herein), the Vendor has sold, transferred and conveyed

in favour of the Purchaser, all ownership, right, title and interest of the Vendor in respect of a portion of the said Properties being all that piece or parcel of land bearing Survey No. 67 (part) corresponding to CTS. No. 723 admeasuring approximately 1219.4 sq. mtrs. at and for the consideration and on such terms and conditions specified therein;

B. In respect of the balance portion of the said Properties admeasuring approximately 31,525 sq. mtrs. The Promoter 2 has derived title as follows:

i. By and under a Deed of Conveyance dated 7th December, 1965 executed between the owners, namely (1) Ratansey Karsandas and 3 others, being executors and executrix of the will of Mathuradas Vasanji, (2) Pratapsinh Shoorji Vallabhdas and 2 others, being the proving surviving executors and executrix of the will of Shoorji Vallabhdas and (3) Bhanji Shhorji and 9 others being heirs and legal representatives of Shivji Raghavji being the owners of properties known as "Bhandup Estate" (therein called "the Owners") and Kalicharan Lalchand Mehra, Omprakash Lalchand Mehra, Nandakishore Lalchand Mehra and Jugalkishore Mehra, (therein called "the Purchasers") and registered with the office of the Sub-Registrar of Assurances at Bandra on 1st February, 1966 under Serial No. 2556/1965 of Book No. 1, the Owners conveyed, granted and transferred the property situate, lying and being at Nahur, being Survey Nos. 52/9 (Part), 52/13 (Part), 54 (Part), 56 (Part), 64 (Part), 65 (Part), 66 (Part), 69 (Part), 70 (Part) and 71 (Part) admeasuring in aggregate 34,845 sq. yards or thereabouts to the Purchaser therein. In pursuance thereof, the said Kalicharan Lalchand Mehra and others became the owners of the said property. It appears that Omprakash Mehra and others agreed to sell the said property admeasuring 34,845 sq. yards equivalent to 29,134.94 sq. mtrs. to Harishchandra Yeshwant Potkar and others under an unregistered Development cum Sale Agreement. The said Harishchandra Yeshwant Potkar and others (Plaintiff Nos. 1 to 3) filed a suit being Suit No. 176 of 1981 in the High Court of Judicature at Bombay against the said Omprakash Mehra and others for specific performance of the Development cum Sale Agreement. During the pendency of this Suit the Plaintiff Nos. 1 to 3 executed a Deed of Assignment dated 6th September, 1985 in favour of M/s. Mayank Enterprises for the assignment of their right, title and interest of respect of the said Development cum Sale Agreement in favour of M/s. Mayank Enterprises. Thereafter, the Suit was amended and M/s. Mayank Enterprises was impleaded as Plaintiff No. 4. Pending the said Suit, Kalicharan Mehra and Omprakash Mehra expired on 26th May, 1982 and 16th January, 1986 respectively and thereafter the names of their respective legal heirs were brought on record as defendants in the said Suit. The Consent Decree dated 26th August, 1986 was passed in the said suit whereby land admeasuring 29,134.94 sq.

mtrs. equivalent to 34,845 sq. yards was transferred and conveyed in favour of M/s. Mayank Enterprises. The said Consent Decree dated 26th August, 1986 was lodged for registration under Serial No. 2877/1996 on 1st August, 1996 and has been registered with the office of the Sub-Registrar of Assurances under Serial No. 11341/1996. It appears that one (i) Mr. Dwarkanath Pandurang Bhoir and (ii) Kamlakar Ganpat Bhoir (the Plaintiffs therein) filed a suit being S.C. Suit No. 2462 of 1982 before the Hon'ble City Civil Court, Mumbai against the said Kalicharan Lalchand Mehra and 5 others in respect of the suit property therein i.e. admeasuring 2420 sq. yrds. equivalent to 2023.42 sq. mtrs., being a portion of the said Properties belonging to Kalicharan Mehra and 4 others. The said M/s. Mayank Enterprises was joined as a Defendant No.6. The Parties executed Consent Terms dated 13th January, 1994 whereunder, the Plaintiffs handed over vacant and peaceful possession of the land admeasuring 860 sq. yards. out of Survey No. 70 (part) to M/s. Mayank Enterprises as shown on the plan annexed thereto and the suit was disposed of in terms thereof. The Plaintiff also declared that they shall not claim any right of whatsoever nature over the suit property admeasuring 2420 sq. yards and/or any other portion of the land belonging to (i) Kalicharan Lalchand Mehra; (ii) Omprakash Lalchand Mehra; (iii) Nandkishore Lalchand Mehra and (iv) Jugalkishor Lalchand Mehra (the Defendant Nos. 1 to 4) purchased by them under the Deed of Conveyance dated 7th December, 1965.

ii. The adjoining properties were owned by M/s. Badridas Gauridatt Private Limited and there were certain disputes as to boundaries and possession of certain properties between M/s. Mayank Enterprises and Badridas Gauridatt Private Limited. By a Deed of Exchange dated 28th March, 1994 registered in the Office of the Sub- Registrar at Serial No. 1673/1994 made between Badridas Gauridatt Private Limited as the Party of the One Part and the heirs of Omprakash Mehra and others as the Confirming Party and M/s. Mayank Enterprises as the Party of the Other Part, the property described in the first schedule thereunder was transferred in exchange to M/s. Mayank Enterprises and the property described in second schedule thereunder was transferred in exchange to Badridas Gauridatt Private Limited. Further, Badridas Gauridatt Private Limited gave up the possession of the property described in the third schedule thereunder. The properties that came to be conveyed in favour of M/s. Mayank Enterprises under the said Deed are as follows: all that piece and parcel of land or ground situate lying and being at Village Nahur, Mulund (West) bearing Survey No. 64 (part) CTS. No. 762 (part) admeasuring 470.30 sq. mtrs. or thereabouts, Survey No. 64 (part) admeasuring about 348.67 sq. mtrs., Survey No. 65 (part) admeasuring 604.83 sq. mtrs., Survey No. 66 (part) admeasuring about 346.93 sq. mtrs., all 3 plots bearing CTS. No. 719

(part) and in all admeasuring 1300.43 sq. mtrs. or thereabouts and Survey No. 64 (part), CTS. No. 762 (part) admeasuring about 159.37 sq. mtrs. Further, under the said Deed of Exchange, Badridas Gauridatt Private Limited declared that they had removed themselves from the above described properties and have handed over the same to M/s. Mayank Enterprises, without claiming any right, title and interest in the said properties as and by way of adverse possession or otherwise and further declared and stated that the said properties belong to M/s. Mayank Enterprises and shall remain in possession of M/s. Mayank Enterprises;

iii. Subsequently, Mayank Enterprises (partnership firm) was converted into a private limited company in accordance with the provisions of Part IX of the Companies Act, 1956 and by reason of such conversion, all properties owned by Mayank Enterprises, including inter alia, the said portion of the said Properties admeasuring approximately 31,525 sq. mtrs. came to be vested absolutely in Nirmal Lifestyle Developers Private Limited i.e. the Promoter-2 herein;

C. The Promoter-2 acknowledges that a portion of the said Properties admeasuring in aggregate about 11,657.60 sq. mtrs. or thereabouts (including the two buildings namely Takshashila and Kalinga of Building No.1 and Building No.2 respectively, unbuildable plot occupied by slum, open land adjoining the bungalow and part open land near RG plot (which are already constructed thereon) bearing CTS. No. 706/B/B (part) and CTS 706/ B/D (part), CTS No. 710A (part), CTS Nos. 762A and 763A are part of the said Properties and to be excluded from the said Properties (hereinafter referred to as the "**said Excluded Property"**).

D. By and under the Joint Development Agreement dated 31st July, 2017, registered with the office of the Sub-Registrar of Assurances at Kurla- 1 under Serial No. 7650/2017, executed by and between the Promoters herein (hereinafter referred to as the "**Joint Development Agreement**"), the Promoters have agreed to jointly undertake development and construction on a portion of the said Properties, being all that piece and parcel of land admeasuring 92,672.70 sq. mtrs. or thereabouts bearing CTS Nos. 706/ B/A, CTS. No. 706/ B/B (part), CTS. No. 706/ B/C, CTS. No. 706/B/D (part), CTS. No. 706/B/E, CTS 706/B/F, CTS 706/B/G, CTS 706 B/H, CTS 706 B/J, CTS No. 710A (part), CTS. No. 712A, CTS. No. 723, of Village Nahur, Taluka Kurla, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban (which property to be developed shall be hereinafter referred to as **"the said Larger Property"** and more particularly described in the **Part B** of the **First Schedule** hereunder written, upon the terms and conditions more particularly mentioned therein. Further, the said Larger Property includes the Development Plan (DP) Road, Recreation Garden (RG) and Setback area to be handed over to MCGM;

E. A land parcel admeasuring about 9469.10 sq. mtrs. or thereabouts bearing CTS No. 706/B/F (part), CTS No. 706/B/J, CTS No. 706/B/G and CTS 706 B/H (hereinafter referred to as the "**said Sector II Property**") is part of the said Larger Property.

F. The said Larger Property excluding therefrom the said Sector II Property, DP Road, RG and Setback area (as mentioned above) is hereinafter referred to as "**the Apex Land**";

G. An under construction shopping mall and /or commercial structure and /or multilevel car parking level (hereinafter referred to as the "**Proposed Commercial Development**") is being constructed by the Promoter-2 on a portion of the Apex Land and the same shall be available for ingress and egress to the owners, users, occupants, visitors and/or their servants, agents and/or representatives of the Proposed Commercial Development (hereinafter referred to as the "**Proposed Commercial Development Property**").

H. In accordance with the Joint Development Agreement the Promoters have undertaken to develop *inter-alia* a part/portion of the Apex Land under the applicable Development Control Regulations;

I. Accordingly, the Promoter 1 have proposed to develop a portion of the Apex Land admeasuring 26,667 sq. mtrs. or thereabouts bearing CTS Nos. 706-B/B (Pt.), 706/B/C (Pt.), 706-B/D (Pt.), 706-B/E (Pt.), 706-B/F (Pt.), 710A (Pt.), 712A (Pt.) of Village Nahur, Taluka Kurla, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban phases (which property to be developed shall be hereinafter referred to as **"the Development Land"** and more particularly described in the **Second Schedule** hereunder written).

J. It is clarified that the Apex Land comprises of the Development Land and the Proposed Commercial Development Property;

K. The Promoters are intending to construct and develop a commercial /commercial buildings along with common areas and facilities, on the Development Land (hereinafter referred to as "the **Development"**). The Proposed Commercial Development and the Development are collectively referred to as "**the Larger Development**";

L. The Promoter 1 are undertaking the Development on the Development Land in a phase-wise manner as two or more real estate projects. The Development shall be known as **REJUVE 360**.

M. The approved amended layout plan for REJUVE 360 provides for a common layout wherein certain infrastructural and other common areas and facilities, including, podium, gardens and other open areas, club house, pathways/roads, entrance gates, drainage pipes, electricity sub-stations, water connections, sewage treatment plants (STPs), parking, water harvesting, etc., are provided for the common use of the Development.

N. The Promoters have proposed to construct and develop the first phase of REJUVE 360 on a portion of the Development Land admeasuring 1219 sq. mtrs. or thereabouts bearing CTS Nos. 706-B/D (Part), 706-B/E (Part), , 710 A(Part), 712 A(Part), of Village Nahur, Taluka Kurla, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban (hereinafter referred to as **"the Project Land"** and more particularly described in the **Third Schedule** hereunder written).

O. The first phase of REJUVE 360 shall be known as "**REJUVE 360 -Tower A"** which shall comprise construction and development of one residential building i.e. Tower A (hereinafter referred to as the "**Building**") together with common area and amenities specified hereafter proposed to be developed and constructed on the Project Land (hereinafter shall be referred to as the "**Project**")

P. The Promoter 2 has represented that it is absolutely and exclusively entitled to the said Properties, subject to the subsisting security created over the said Properties (i) in favour of IDBI Trusteeship Services Limited as a security trustee for and on behalf of the lender i.e. L & T Finance Limited, created by and under the Indenture of Mortgage dated 31st July, 2017 registered with the office of the Sub-Registrar of Assurances at Kurla-1 under serial no. 7649/2017, for securing the credit facility of Rs. 570,00,00,000/- (Rupees Five hundred seventy crores only) granted by L&T Finance Limited to Nirmal plus interest etc., relating thereto, (ii) in favour of IDBI Trusteeship Services Limited as a security trustee for and on behalf of the lender i.e. L&T Finance Limited, created by and under the Supplementary Indenture of Mortgage dated 26th February 2019 registered with the office of the Sub-Registrar of Assurances at Kurla-4 under serial no. 1932/2019, for securing the aforesaid credit facility of Rs. 570,00,00,000/- (Rupees Five hundred seventy crores only) and (iii) in favour of IDBI Trusteeship Services Limited as a security trustee for and on behalf of the

lender i.e. L&T Finance Limited, created by and under the Indenture of Mortgage dated 30th September 2019 registered with the office of the Sub-Registrar of Assurances at Kurla-1 under serial no. 13034/2019, for securing the credit facility of Rs. 310,00,00,000/- (Rupees Three Hundred and Ten Crores only) granted by L&T Finance Limited to Nirmal plus interest etc. relating thereto;

Q. By virtue of the aforesaid Joint Development Agreement/Power of Attorney, the Promoters 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 Promoters are entitled and enjoined upon to construct Project. Further, the Promoters are in possession of the Project Land;

R. The Promoter 1 has entered into a standard Agreement with Messers Daisaria & Associates, as Architects and Consultants registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

S. The Promoter-1 has appointed JW Consultants a structural Engineer for the preparation of the structural designs and drawings of the building/s and the Promoters accept the professional supervision of the architect and the structural engineers till the completion of the building/s;

T. The construction and development of the Project, "**REJUVE 360 - Tower A"** has been registered as the Real Estate Project "with the Real Estate Regulatory Authority **("Authority"),** under the provisions of Section 5 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 No. …… for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as **Annexure "A"** hereto;

U. The principal and material aspects of the construction and development of "**REJUVE 360 - Tower A"** are briefly stated below:

(i) The Building shall comprise of 2 basements, 1 Ground Floor, 7 podium , 3 stilts, 57 residential floors;

(ii) The Basements, Ground floor and the Podium, stilts shall be common and connected within all buildings of **REJUVE 360** (including the Building);

(iii) The Building shall comprise of residential apartments.

(iv) The Promoters propose to consume 70975.97 sqm Floor Space Index comprising of all elements of FSI including Base FSI, TDR, Premium, Incentive FSI, Fungible FSI and Staircase area for the construction and development of the Project. The remaining available Floor Space Index and all further Floor Space Index that may become available shall be used by the Promoters on the Development Land;

(v) The facilities, amenities and services (hereinafter referred to as the "**Amenities")** shall be made available to the Allottee/s on a non-exclusive basis along with other allottee/s in the manner and on such terms and conditions as may be applicable as provided under Clause 6.2 of this Agreement and specified in the **SIXTH SCHEDULE** hereunder written;

(vi) The common areas shall be available to the Allottee/s on a non-exclusive basis along with the other allottee/s in the manner and on such terms and conditions as may be applicable as provided under Clause 6.2 of this Agreement and specified in the Sixth Schedule hereunder written.

V. 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 bearing number _____ admeasuring ____ sq. mtrs. carpet area (equivalent to [ ] sq. ft.) on the ____ floor, in the Building (hereinafter referred to as the "**said Apartment**" and more particularly described in the **Fourth Schedule** hereunder written);

W. The carpet area of the said Apartment is _____ square meters and "**carpet area**" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment;

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 Apex Land and the plans, designs and specifications prepared by the Promoter's Architects Messers Daisaria & Associates 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. The authenticated copy of the Certificate of Title issued by MDP &Partners dated 08.11.2019 in respect of the said Properties is annexed and marked as **Annexure "B"** . Authenticated copies of the Property Register Cards or 7/12 Extracts showing the nature of the title of the Promoter-2 to the said Properties have been annexed hereto and marked as **Annexures "C (collectively)"**;

Z. The authenticated copy of the amended layout plan of the Project as proposed by the Promoters and as approved by Municipal Corporation Of Greater Mumbai and as per which the Promoter 1 propose to construct the Project is annexed hereto and marked as "**Annexure D"** (hereinafter referred to as "**the Project Layout**"). The Project Layout also shows open spaces proposed to be provided on the Project Land. The amenities area and other areas and footprints shown in the Project Layout, beyond the Project Land, are tentative and are subject to changes, including change of user, design, height, etc.**;**

AA. The authenticated copies of the plans of the said Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as **Annexure "E (collectively)"**;

BB. The Promoter-2 has obtained amended plan approval letter bearing no. CE/4813/BPES/AT/337/4/Amend dated 18.10.2019/ and C.C. dated 08.11.2019 issued by Municipal Corporation Of Greater Mumbai to commence construction of the Building which have been annexed hereto as **Annexure "F"** and 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;

CC. 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;

DD. 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;

EE. The Promoter 1 have agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase and acquire from the Promoer 1, the said Apartment at or for a total consideration of Rs. [●] (Rupees [●]) (hereinafter referred to as the "**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 a sum of Rs. [_____] (Rupees___ only) (being [●]% of the Consideration), 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 (the payment and receipt whereof the Promoters do hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter 1, the balance of the Consideration in the manner hereinafter appearing;

FF. 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 Second 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.

GG. Under section 13 of the RERA, 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;

HH. 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;

II. 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 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:

2.1. The Promoters are well and sufficiently entitled to develop the Project Land described in the Third Schedule hereunder written.

2.2. The Promoter 1 shall *inter alia* construct a residential building **"REJUVE 360 -Tower A"** consisting of 2 basements, 1 Ground Floor, 7 Podium , 3 stilts, 57 residential floors on the Project Land together with common areas and facilities in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. 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 Clause 6.2 hereinbelow on the terms and conditions as may be applicable

Provided that the Promoter 1 shall have to 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 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

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 Promoter 1 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.

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 no. _____ of the type _____ of carpet area admeasuring _____ sq. mtrs. (equivalent to ____- sq. ft) on the _____ floor of the Building Tower A of the Project (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 Fourth Schedule hereunder written and hatched in red color as shown in the Floor Plan thereof hereto annexed and marked as **Annexure "G**" for the consideration amounting to Rs. _____/- (Rupees_____ only) (hereinafter referred to as "**the Consideration**") exclusive of GST and other applicable taxes. Along with said Apartment, ancillary area admeasuring approximately [ ] (equivalent to approximately [ ] sq ft) shown on the Plan at **Annexure "E-1"** hatched in blue colour has been provided. The amenities, fixtures, fittings appurtenant to the said Apartment are more particularly described in the **Fifth Schedule** hereunder written **("Apartment Facilities").** The nature, extent and description of the common areas and facilities and amenities which are more particularly described in the **Sixth 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 Promoter, the Promoters have agreed to allot to the Allottee/s without any additional consideration the right to use [●] (nos) car parking space(s) exclusively for the use of the Allottee/s ("**the said Car Parking Space**") within the car parking area of the Project . 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 Promoter. It is clarified that the Promoters have 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 of Rs _____/- (Rupees _____ only) (not exceeding 10% of the

Consideration) as earnest money or application fee ("**Earnest Amount**") (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and hereby agree/s to pay to the Promoters the balance amount of Rs. _____/- (Rupees _____ only) of the Consideration payable by the Allottee/s strictly in the manner and as per the payment instalments mentioned hereunder **("Payment Plan")**

i. Amount of Rs..... /- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement

ii. Amount of Rs..... /- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs..... /- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs..... /- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift, wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs..... /- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

3.4. The Allottee/s shall pay the above Consideration into the bank account i.e. **"L&T Rejuve 360 - T1"** account no. 57500000058664, 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, time being the essence of the contract. The Promoters shall issue a notice to the Allottee/s intimating the Allottee/s about the stage-wise completion of the Building as

detailed in clause 3.3 (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 Promoters making a demand for the payment of the Instalment, time being the essence of the contract. A notice/ intimation forwarded by the Promoters 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 Promoters shall be entitled to construct the Building/Project faster and complete it earlier than what is disclosed as the proposed schedule of progress.

3.6. The Consideration shall be paid only to the Promoters and all payments shall be made by way of demand drafts/ pay orders/ cheques/ RTGS/ ECS/ NEFT, in the name of "L&T Rejuve 360 -T1 account no. 57500000058664, which is the bank account as agreed between the Promoters. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Apartment, the Allottee/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse / pay all such amounts due and payable to the Promoters through an account payee cheque / demand draft / pay order / wire transfer drawn in favour of /to the account of the Promoters 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 Promoters either through its banker's commitment or in such other manner as shall be determined by the Promoters with regard to the security for the payment of each Installment of the Consideration. The Promoters 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 Promoters and signed by both of them.

3.7. The Consideration payable in installments in accordance with Clause 3.3. above 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

construction of and carrying out the Project) up to the date of handing over the possession of the said Apartment to the Allotee/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 Promoters due to the Allottee/s's failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoters 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 Promoters 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 Promoters. 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, then without prejudice to any other rights or remedies available with the Promoters under this Agreement, the Promoters 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.

3.9. Notwithstanding anything contained herein, each payment made by the Allottee/s shall be allocated at the discretion of the Promoters. It will be the sole discretion of the Promoters to appropriate any amounts received from the Allottee/s towards the payment of any Installments of the Consideration or any amount that may be owed by the Allottee/s to the Promoter.

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. The Promoters 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 Promoters 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 Promoter 1 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 Promoters may allow, in their sole discretion, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments at [__] % per annum for the period by which the respective Instalment has been preponed (rates to be determined by the Promoters 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.

3.14. The Promoters 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. If there is any reduction in the carpet area beyond the abovementioned variation cap, then the Promoters 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 Promoters 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 Recital X hereinabove. 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 Promoter1 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 Promoter1 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 Promoters have agreed to sell to the Allottee/s and the Allottee/s has/have agreed to acquire from the Promoters the said Apartment on the basis of the carpet area only and the Consideration agreed to be paid by the Allottee/s to the Promoters agreed on the basis of the carpet area of the said Apartment.

3.17. The Promoters have 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, 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 Promoters and continue/s to keep the Promoters 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 Promoters then, the Promoters 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/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, 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. 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 plans 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.

5. Time is essence for the Promoters as well as the Allottee/s. The Promoter 1 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 (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 Promoter.

6. FIXTURES, FITTINGS, AMENITIES AND COMMON AREAS

6.1 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 Promoter 1 in the Building and the Apartment are as set out in **Annexure "H",** annexed hereto. In the event fittings/amenities of the said specifications are not available in the market wherefrom other materials are procured, the Promoter 1 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.

6.2 The facilities, amenities and services **("Amenities")** and common areas specified in the Sixth 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 and subject to the sharing and other conditions specified in the said Sixth Schedule hereunder written. It is clarified that the

Allottee/s shall not be entitled to any other amenities other than those provided in the Sixth Schedule hereunder written. In case there are any additional Amenities which are not provided for in the Sixth Schedule, the use and allocation thereof shall be at the sole discretion of the Promoter 1 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 delays on the part of utility provider/s. The Promoter 1 shall, however, make alternate arrangements to provide uninterrupted potable water, till such time the relevant utility provider does not supply water. Location of Amenities, if indicated on the Project Layout, is tentative and subject to change.

7. FLOOR SPACE INDEX PROMOTER:

7.1. The Promoters propose to utilize 70,975.97 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 70975.97 sq. mtrs. The Promoters shall utilize the remaining FSI available on the Development Land anywhere on the Development Land. The Promoters shall be 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 70975.97 sq.mtrs. 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 Apex 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.

7.2. 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 Apex Land to the Apex Body and further construction on the Apex Land is allowed in accordance with the Rules and Regulations of the local competent authority, then the Promoter 2 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.

7.3. The Promoter 2 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 Project Land. The Promoter 2 shall be entitled to any increased/additional FSI which may be available in the future in respect of the Project Land as may be permissible under the Applicable Laws.

8. RIGHTS OF THE PROMOTERS:

8.1. 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.

8.2. 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.

8.3. The Allottee/s hereby agree/s and confirm/s that the Promoters shall be entitled to complete the development of the Apex 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 Apex 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 Apex Land. The Promoters ensure that the driveway provided as per statutory requirement shall not be altered.

8.4. 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.

8.5. 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.

8.6. The Promoter 2 shall have the right to designate and allot any space in the Apex 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.

8.7. The Promoter 2 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.

8.8. 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/Apex 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/Apex 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 / Apex 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 Promote 2, 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.

8.9. The Promoters shall be entitled to put up appropriate signboards in the Project /Project Land/Development Land/Apex 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.

8.10. 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 Apex Land or any portion thereof is conveyed/ assigned to the Organization/ Apex Body and shall continue until the entire Apex Land has been developed.

8.11. 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, as and when formed.

8.12. 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.

8.13. 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.

8.14. 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.

8.15. 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.

8.16. 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 /Larger Project 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.

8.17. 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 Promoter, 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.

8.18. 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.

8.19. Pursuant to conveyance of the habitable floors of the Building i.e. structure excluding the basements, stilts and podiums, in favour of the Organization, Organization 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.

8.20. 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.

8.21. Post formation of the Organization, 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 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.

8.22. The Allottee/s is/are fully aware that the Larger Land is under development as a “layout proposal” and further residential/commercial development is proposed to be constructed on the remaining portion of the Larger 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/Larger Land, including changes to the type of buildings, height of buildings, amenities (including the Amenities), common areas,

general lay out, etc. and the Allottee/s irrevocably consents to all such changes. The Promoters shall be entitled to construct multiple buildings having maximum permissible height by way 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.

9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS :

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

9.1. 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;

9.2. 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;

9.3. The Promoter-2 represents and warrants 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;

9.4. The Promoter-2 represents and warrants 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;

9.5. The Promoter-2 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;

9.6. 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;

9.7. 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;

9.8. 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;

9.9. At the time of execution of the conveyance deed of the structure to the Organization, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Building (excluding basements and podiums) to the Organization. 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;

9.10. 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;

9.11. The Promoter 2 represents and warrants 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 Promoter 2 in respect of the Project Land, except those disclosed in the title report and as disclosed to the Authority under the RERA on its website.

9.12. The Promoter 2 shall make available a temporary internal road connecting LBS Marg to the proposed 18.3 metres wide DP Road, till the said 18.3 metres wide DP Road is free from all encroachments, for access to the said Larger Land from the LBS Marg. Once this 18.3 metres wide road is available for the access of the allottee/s the said temporary internal road connecting LBS Marg shall cease to be available for the use of the allottee/s of the Project and allottee/s of the Project shall not have any right pertaining to such temporary internal road connecting LBS Marg.

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

10. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S:

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

i. He/she/it/they has/have not been prohibited from entering into this Agreement and/or to undertake the obligations, covenants etc. contained herein;

ii. 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;

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. 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.;

v. 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;

vi. 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;

vii. He/she/it/they has/have not compounded payment with his/her/its/their creditors;

viii. 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;

ix. 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.

x. 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.

11. OBLIGATIONS OF THE ALLOTTEE/S:

11.1. 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.

11.2. 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.

11.3. The Allottee/s along with other allottee/s of apartments in the Building shall join in forming and registering the Organization 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 and for becoming a member, including the bye-laws of the proposed Organization 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 of allottee/s(s).

11.4. 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 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 Larger Land, the Allottee/s shall pay to the Promoters, the Allottee/s's share of stamp duty and registration charges payable, by the said Apex on such conveyance or any document or instrument of transfer in respect of the Project land to be executed in favour of the Apex

11.5. 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 Promoter. 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/sand/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' 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 Promoter' 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/Apex Body as mentioned hereinafter.

11.6. 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 as the case may be.

11.7. 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 Promoter/Government as desired by the Promoter. 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.

11.8. 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 / any other public authority on the Allottee/s's behalf.

11.9. Irrespective of disputes which may arise between the Promoters and the Allottee/s and/or the said Organization and / or the Apex Body (as the 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.

12. POSSESSION:

12.1. The Promoters shall give possession of the said Apartment to the Allottee/s on or before December day of 2025 (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 six months beyond the Possession Date.

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:

12.1.1. Any force majeure events -War (national or war between other nations or group), civil commotion, strikes or any Act of God 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;

12.1.2. 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;

12.1.3. Any delay on the part of any statutory/regulatory authority in giving any permissions, approvals, licenses, sanctions that may be necessary;

12.1.4. Any stay order / injunction order issued by any Court of Law, competent authority, regulatory authority, statutory authority

12.1.5. Any other circumstances that may be deemed reasonable by the Authority under RERA;

12.1.6. 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 Project Land.

13. PROCEDURE FOR TAKING POSSESSION:

13.1. The Promoter, shall offer the possession to the Allottee/s in writing within 7 days of receiving Occupancy certificate in respect of the Building in which the Apartment is located. The Promoters upon obtaining the Occupancy Certificate from the competent authority and 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 in writing (the **"Possession Notice"**) in terms of this Agreement to be taken with 15 days from the date of issue of such notice. 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 date of receipt of notice to the Allottee/s under this Clause;

13.2. The Allottee/s shall take possession of the said Apartment within 15 days of the issuance of the Possession Notice failing which possession the Allottee/s shall be liable to pay Outgoings etc. from the date of Possession Notice as if possession had been taken by the Allottee/s with effect from the date of the Possession Notice ;

13.3. From the date of receipt of the Possession Notice, the Allottee/s shall be liable to pay from time to time Outgoings and charges referred to in Clause ___ and ____hereinbelow to the Promoters on such date when the same are due and payable in the hands of the Allottee/s. Moreover, from the date of the Possession Notice, the upkeep, maintenance, and internal condition of the said Apartment shall be the responsibility of the Allottee/s alone. The Promoters shall not be responsible for any damage or wear and tear to the said Apartment which may occur after the date of the Possession Notice. 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 date of the Possession Notice.

14. FAILURE OF ALLOTEE/S TO TAKE POSSESSION OF THE SAID APARTMENT

14.1. Upon receiving a written intimation from the Promoter 1 as per clause 13.1, hereinabove, the Allottee/s shall within the time stipulated in Clause 13.1 hereinabove, take possession of the said Apartment from the Promoter 1 by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter 1 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 13, 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 /Organization. Moreover, from the date of the Possession Notice the upkeep, maintenance,

and internal condition of the said Apartment shall be the responsibility 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 date on which possession is offered. 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 date of the Possession.

15. If within a period of 5 (Five) years from the date of handing over the said Apartment to the Allottee/s, 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 said Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters 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 Promoter, compensation for such defect in the manner as provided under RERA. 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.

16. 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/sand any other allottee/s/occupants of the Building.

17. DEFAULT AND CONSEQUENCES THEREOF:

17.1. If the Promoter 1 fail to abide by the time schedule for handing over the Apartment to the Allottee/s, the Promoter 1 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. 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.

17.2. Without prejudice to the right of Promoters to charge interest in terms of Clause [_] hereinabove and any other rights and remedies available to the Promoters under this Agreement, on the occurrence of a Default (defined in Clause [ ] 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 Promoter, 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. 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/s, 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/ 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.

17.3. Without prejudice to the right of the Promoters to charge interest at the under Clause [_] hereinabove, and any other rights and remedies available to the Promoter, if one or more of the events or circumstances set out in Clause [ ] 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**").

17.4. 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 [_] hereinabove 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.

17.5. 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 [ ] hereinabove. All the rights and remedies of the Promoter, including aforesaid rights and remedies of the Promoters are cumulative and without prejudice to one another.

17.6. 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 ejectment there from as trespasser.

18. OUTGOINGS:

On and from the date of the Possession Notice, 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 giving water connection, drainage connection and/or electricity connection and any other charges of similar nature or such other levies by the concerned local authority and/or Government and also including water 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 Apex Land

and the Project (collectively referred to as **"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 the Organization is formed and the said structure of the Building (excluding basements and podiums) is transferred to it, the Allottee/s shall pay to the Promoter, such proportionate share of Outgoings pertaining to the Building as may be determined by the Promoter. 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 Organization as aforesaid. On such conveyance being executed for the structure of the Building (excluding basements and podiums), the deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Organization, as the case may be. 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 the 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 water 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. The Promoters shall be entitled, at its discretion to engage the services of any third party service provider 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 (in respect of the Property to be transferred to the Apex) proportionately to the Allottee/s or alternatively to the Organization.

18.1. The Allottee/s shall on or before delivery of possession of the Apartment keep deposited with the Promoters (Other Charges), the following amounts:-

Sr. No.	**Particulars**	**Amount**
(i)	Share Application Money	Rs. **[●]**
(ii)	Advance Adhoc Maintenance Charges towards the respective Phase I Residential Building for 18 Months	Rs. **[●]**

(iii)	Advance Adhoc Maintenance Charges towards the Property to be Transferred to the Apex for18 Months	Rs. **[●]**
(iv)	Club House Charges	Rs. **[●]**
(v)	Infrastructure charges	Rs. **[●]**

The amounts specified in the table above, paid by the Allottee/s to the Promoters shall not carry any interest. The Adhoc Maintenance Charges towards the Property to be Transferred to the Apex will remain with the Promoters until the Property to be Transferred to the Apex is conveyed and handed over to the Apex Body.

18.2. The Allottee/s shall pay to the Promoter, a sum of Rs. _____/- (Rupees ____ only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Organization/Apex Body and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

18.3. 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 Organization or towards the out goings, and shall utilize the amounts only for the purposes for which they have been received.

19. ORGANIZATION AND APEX:

19.1. 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 "**Organization"**). The Allottee/s shall from time to time for this purpose of formation of Organization 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 and for becoming a member, including the bye-laws of the proposed Organization 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 organization 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.

19.2. The Organization so formed shall admit all allottees of the Building as members in accordance with its constituent document.

19.3. The Promoter 1 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.

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

19.5. The Promoters shall, within three months from the date of issuance of the Occupancy Certificate in respect of the Building or within one month from the registration of the Organization, as aforesaid, whichever is later, cause to be transferred to such Organization 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.

19.6. 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 Organization, 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 Project 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 Project 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.

19.7. The Promoter 2 shall have the right to incorporate and register a separate association/organization in respect of the Proposed Commercial Development (or part thereof), for the members of the Proposed Commercial Development .

19.8. The Promoters shall have the right to incorporate and register an apex body (hereinafter referred to as **"Apex Body"**) in respect of the Apex 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 Apex Land. The Promoters shall 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 Apex Land, transfer/convey 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 Development Land and the Proposed Commercial Development Property and any other structures/buildings along with structures of basements, stilts and podiums constructed in a layout, jointly or otherwise, on the Apex Land (hereinafter referred to as the "**Property to be Transferred to Apex**") vide a registered conveyance. 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 Apex Land. There will be certain common areas which shall also be shared between the allottees within Development Land and the owners of the Proposed Commercial Development Property.

19.9. At the time of registration of the Deed of Conveyance for the said Building (excluding basements and podiums), the Allottee/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable by the Organization on such transfer in respect of the said Buildings (excluding basements and podiums) in favour of the Organization by the Promoter. At the time of registration of the conveyance of the Property to be Transferred to the Apex in favour of the Apex Body by the Promoter 1, the Allottee/s 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.

19.10. Notwithstanding the foregoing instead of forming Societies/Limited Companies 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.

20. 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:

20.1. 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 Project Land till the same is transferred to the said Organization/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 Organization/Apex Body;

20.2. 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 Organization 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;

20.3. 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;

20.4. 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;

20.5. 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 Organization as the case may be ;

20.6. 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).

20.7. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Apex Land and/or Project or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

20.8. 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 Apex Land Project Land and the Building in which the Apartment is situated;

20.9. Not cause any hardship, annoyance or nuisance to any other allottee/s;

20.10. Not change user in respect of the Said Apartment without prior written permission of the Promoters or relevant authority;

20.11. Pay to the Promoters within 15 (fifteen) days of demand by the Promoter, 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;

20.12. 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;

20.13. 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 Promoter. 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/Limited Company/ Association of the allottees, the Allottee shall require the prior written consent of the Promoters and the Allottee/s shall pay, to the Promoter, 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 resale value, whichever is higher, without demur and protest.

20.14. The Allottee/s shall observe and perform all the rules and regulations which the Organization/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 Apex 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 Organization/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;

20.15. Till the conveyance of the habitable floors of the Building i.e. structure excluding basements, stilts and Podiums, in which the said Apartment is situated is executed in favour of the said Organization, 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 Project Land or any part thereof to view and examine the state and condition thereof;

20.16. Till a conveyance of the Project Land on which the building in which the Apartment is situated is executed in favour of the Apex Body or Federation, 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 Larger Land or any part thereof to view and examine the state and condition thereof;

20.17. 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/Project Land/Apex Land.

20.18. The Allottee/s shall make payment towards formation and registration of the said Organization/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;

20.19. Not to change the external colour scheme or the pattern of the colour of the Building;

20.20. Not to change exterior elevation or the outlay of the Building;

20.21. Not to fix any grill to the said Apartment, Building or windows except in accordance with the design approved by the Promoter;

20.22. 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;

20.23. 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 Project Land and shall not ask for any independent rights, access in the Building and/or Project Land. It is being hereby agreed and declared by the Allottee/s that his/her/its/their said interest is inseparable/indivisible;

20.24. 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;

20.25. 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;

20.26. 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.,

20.27. 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;

20.28. 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 Project 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 situate**;**

20.29. 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;

20.30. 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 lay-out of the Project Land;

20.31. 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;

20.32. 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;

20.33. 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;

20.34. 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;

20.35. 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;

20.36. The Allottee/s shall ensure that the execution of interior works in the Apartment is carried on only between 8 a.m. to 2 p.m. and 4 p.m. to 7 p.m. on all days of the week except Sundays;

20.37. 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;

20.38. 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 Project Land and use only the toilets earmarked by the Promoters for this purpose;

20.39. 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;

20.40. 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;

20.41. 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 Project 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;

20.42. The Allottee/s shall ensure that common passages/ common areas are not obstructed or damaged during works or thereafter;

20.43. If, after the date on which the Allottee/s has/have taken possession of the said Apartment, damage, of whatsoever mature (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;

20.44. The Allottee/s confirm/s that the Promoters have given full, free and complete inspection of documents of title in respect of the Project 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;

20.45. 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 Project 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;

20.46. It is also understood and agreed by the Allottee/s hereto that the any space in front of or adjacent to the terrace apartment known as Pocket Terrace in the Building, if allotted, alongwith 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;

20.47. 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.

20.48. 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.

20.49. With reference to the electrical appliances and white goods (if any), such as air conditioners, modular kitchen, chimney, water purifier, water heater, etc. provided (if any) by the Promoter, 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.

20.50. 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.

20.51. In case of the Allottee/s being a Non-Resident Indian/Non- Resident Indians, he/she/they agree/s that in respect of all remittance for acquisition / transfer of the said Apartment and any refund, transfer to security etc. shall be made in accordance with the provisions of 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. It shall be the sole responsibility of the non-resident / foreign national of Indian origin / foreign national / foreign companies to abide by the same. The Promoters shall not have any responsibility in this regard and the Allottee/s alone shall be responsible for non-compliance with any such laws;

20.52. 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 Apex 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, club house, 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 Organization. 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 or club house, etc., shall belong to the Promoters alone exclusively and the Allottee/s shall have no right to the same, in any manner whatsoever.

20.53. 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 Project 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 Organization or other body and until the Property to be transferred to Apex and the Apex Land is transferred to the Apex Body /Federation as herein mentioned;

20.54. The Allottee/s shall not enclose the car parking space/s, if any, allotted to them, in any manner whatsoever.

20.55. In the event of any Tax liability, levies and any other imposts/impositions that may be 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.

20.56. 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 store room 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 any work 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 06.00 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 01.00 P.M. till 03.00 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 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.

20.57. 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.

20.58. 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.

20.59. 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 Organization/Apex Body takes charge and control of management of the Project. The account of such amounts and corpus funds shall be rendered to the Organization or Apex Body as the case may be.

20.60. 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.

20.61. 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 Organization/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.

20.62. 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 Organization shall be entitled to refuse the transfer of the said Flat, in favour of such prospective purchasers/transferees.

20.63. 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/Organization.

20.64. 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 Organization/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.

20.65. As regards the formation of the Organization /Apex Body, the same shall be formed upon receipt of all dues from all the Allottee/s in the Project.

These covenants shall be binding on the Allottee/s and shall be operative even after the formation of the Organization/Apex Body.

21. It is agreed between the Parties that, if the Allottee/s intend to visit the under construction Project then he/she/it/they shall make a written request to the Promoters for a site visit and the Promoters shall within seven(7) working days from receipt of request, intimate the Allottee/s the date and time for such visit. However, it shall be the sole discretion of the Promoters to allow /disallow such site visits . The Allottee/s shall accordingly be entitled to site visit on the date and the time as intimated by the Promoters accompanied by site staff of the Promoters and the Allottee/s agree/s to follow all the safety precautions during the site visit. It is further clarified that, no children below the age of 15 years shall be allowed to enter the site. The Allottee/s hereby undertake not to hold the Promoters responsible for any loss or damage or harm incurred or suffered by the Allottee/s or any person accompanying the Allottee/s, due to negligence or wrongful acts or otherwise, during the site visit.

22. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoters executes this Agreement they 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.

23. BINDING EFFECT:

Forwarding this Agreement to the Allottee/s by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s this Agreement with all the schedules along with the payments due as stipulated in the payment schedule hereinabove within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appear/s for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee/s fail/s to execute and deliver to the Promoter, 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 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 shall be treated as cancelled and the Consideration paid by the Allottee/s (excluding the advance amount and any other amount payable by the Allottee/s to the Promoter) shall be returned to the Allottee/s without any interest or compensation whatsoever.

24. STAMP DUTY AND REGISTRATION:

24.1. 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 Promoter. 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.

24.2. The Allottee/s shall pay to the Promoter, 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/Apex Body as and when demanded by the Promoter.

25. NOTICES:

25.1. All 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 notified Email ID at their respective addresses specified below:

Name of Allottee/s (Allottee/s's Address) Notified Email ID: _____

Promoter 1 Name (Address) Notified Email ID: _____

Promoter 2 Name (Address) Notified Email ID: _____

25.2. 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.

25.3. 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.

26. INDEMNITY:

26.1. The Allottee/s shall 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.

27. DISPUTE RESOLUTION AND GOVERNING LAWS:

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.

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.

28. GENERAL PROVISIONS:

28.1. 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, 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.

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

28.3. 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.

28.4. If any provision of this Agreement shall be determined to be void or unenforceable under RERA or the 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 the RERA or the 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.

28.5. 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.

28.6. 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.

28.7. 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.

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

28.9. 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.

28.10. This Agreement shall always be subject to the provisions of RERA and the rules and regulations made thereunder and to the other Applicable Laws.

28.11. 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.

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

SCHEDULES

First Schedule

Part A

Description of the said Properties

All those pieces or parcels of land bearing CTS No. 706 B/A, CTS No. 706 B/B, CTS No. 706 B/C, CTS No. 706 B/D, CTS No. 706 B/E, CTS No. 706 B/F, CTS No. 706 B/G, CTS No. 706 B/H and CTS No. 706 B/J, CTS No. 710A, CTS No. 712A, CTS No. 723, C.TS. No. 762A and C.TS No.763A admeasuring in the aggregate about 1,01,139.40 sq. mtrs. situate, lying and being at Village Nahur, Taluka Kurla, District Bombay Suburban, Registration District and Sub-District of Bombay City and Bombay Suburban District and bounded as follows:

On or towards the North by: land bearing CTS No. 554A, 554B, 554C, 554D and 554E

On or towards the South by: land bearing CTS No. 730B, 730C, 728B, 731B, 758A, 764/1

On or towards the West by: LBS Marg

On or towards the East by: land bearing CTS No. 709A

Part B

Description of the said Larger Property

All those pieces or parcels of land bearing CTS Nos. 706/ B/A admeasuring 5170.60 sq.mts, CTS No. 706/ B/B (part) admeasuring 36981.80 sq.mts , CTS No. 706/B/C admeasuring 750 sq.mts, CTS No. 706/B/D (part) admeasuring 20920.90 sq.mts, CTS No. 706/B/E admeasuring 5274.90 sq.mts, CTS. 706/ B/F admeasuring 10657.80 sq.mts, CTS 706/B/G admeasuring 646 sq.mts, CTS 706 B/H admeasuring 1715.10 sq.mts, CTS 706 B/J admeasuring 2357.50 sq.mts CTS No. 710A (part) admeasuring 5705.20 sq.mts, CTS No. 712A admeasuring 1273.50 sq.mts, CTS No. 723 admeasuring 1219.40 sq.mts, admeasuring in the aggregate about 92,672.70 sq. mtrs. situate, lying and being at Village Nahur, Taluka Kurla, District Bombay Suburban, Registration District and Sub-District of Bombay City and Bombay Suburban District and bounded as follows:

On or towards the North by: land bearing CTS No. 554A, 554B, 554C, 554D and 554E

On or towards the South by: Nirmal Nagar

On or towards the West by: LBS Marg

On or towards the East by: land bearing CTS No. 709A

Second Schedule

Description of the Development Land

All those pieces or parcels of land bearing CTS Nos bearing CTS Nos. 706-B/B (Pt.), 706/B/C (Pt.), 706-B/D (Pt.), 706-B/E (Pt.), 706-B/F (Pt.), 710A (Pt.), 712A (Pt.) admeasuring in the aggregate about 26,667 sq. mtrs. situate, lying and being at Village Nahur, Taluka Kurla, District Bombay Suburban, Registration District and Sub-District of Bombay City and Bombay Suburban District and bounded as follows:

On or towards the North by: 18.30 m DP Road

On or towards the South by: Proposed Rejuve 360 TOWER- B

On or towards the West by: Wing H (Proposed-Commercial Building)

On or towards the East by: Layout RG

Third Schedule

Description of the Project Land

All those pieces or parcels of land bearing CTS Nos Part 706-B/D, Part 706-B/E, Part 710 A, Part 712 A, admeasuring in the aggregate about 1219.21 sq. mtrs. situate, lying and being at Village

Nahur, Taluka Kurla, District Bombay Suburban, Registration District and Sub-District of Bombay City and Bombay Suburban District and bounded as follows:

On or towards the North by: 18.30 m DP Road

On or towards the South by: Proposed Rejuve 360 TOWER- B

On or towards the West by: Wing H (Proposed-Commercial Building)

On or towards the East by: Layout RG

Fourth Schedule

Description of the said Apartment

Apartment bearing no. ___admeasuring ____ square meters carpet area equivalent to _____ square feet carpet area eon the _____floor of "____" of the building known as "_____" under construction on the Project Land more particularly described in the Second Schedule hereinabove written.

Fifth Schedule

Description of the Apartment Facilities

Specifications of Apartment
Natural Imported Marble flooring in living , dining and passage (Natural marble may have inherent natural imperfection. This is natural and to be viewed as natural beauty
Vitrified tiles flooring in Master bedroom and other Bedroom-NITCO/KAJARIA/JOHNSON/RAK/EURO/Or Equivalent
Vitified tile flooring in kitchen -NITCO/KAJARIA/JOHNSON/RAK/EURO/Or Equivalent
Vitrified / ceramic antiskid tiles in toilet flooring-NITCO/KAJARIA/JOHNSON/RAK/EURO/Or Equivalent
Vitrified / ceramic tiles on Dado for all toilets-NITCO/KAJARIA/JOHNSN/RAK/EURO/Or Equivalent
Ceramic tiles below counter and vitrified tile Dado above kitchen platform upto two feet height-NITCO/KAJARIA/JOHNSON/RAK/EURO/Or Equivalent
Granite platform, stainless steel sink with faucet FRANKE / NIRALI/HINDWARE/NEELKANTH/JAYNA or Equivalent
Vitrified/ ceramic antiskid in Balcony / Utility Balcony-NITCO/KAJARIA/JOHNSON/RAK/EURO/Or Equivalent
Sanitary ware and CP fittings in toilets - KOHLER / JAQUAR / AMERICAN STANDARD / ROCA /GROHE Or Equivalent
Glass partitions in Master toilets
Mirror above basin in toilets
Powder Coated Aluminium framed windows

Wooden frames for main door, bedroom and toilet doors.
Main door in veneer finish, all internal doors in laminate finish
Facilities in Apartment
Exhaust Fan provisions in Kitchen and exhaust fan in all toilets
Sprinkler and Gas Leak detector in Kitchen
Provision for split A/C in Bedrooms. Split AC in Living room : Carrier/ LG / Samsung / Hitachi / Toshiba / Blue Star
Instant type Geyser in toilets -BAJAJ/ HAVELLS/ RACOLD/AO SMITH/JAQUAR or Equivalent (excluding servant toilets)
Hot and cold water in washbasin and shower in toilets (Excluding servant toilets)
Water inlet and outlet provision and one electric point for washing machine in kitchen/ dry balcony
Intercom facility, provision for voice and data
Facilities in Common areas
FTTH for following integrated application
- IP CCTV Surveillance
- Provision for plug in by multiple data and voice service provider
- IP VDP
- RFID boom barrier
High speed elevators of reputed brands
Separate Service Lift
Fierfighting system with hydrant and Sprinklers, FAPA system
Power backup for lift and emergency lighting
Rainwater harvesting system
STP Treated water for flushing and landscaping
Grand and well-appointed entrance lobby and Landing Lobby

Sixth Schedule

Description of the Amenities and Common Areas

Club House Amenities- Stilt 1 Level (Indoor)
Club House Reception
Multi-purpose Hall (Option - Multipurpose Hall with provision for Yoga/ Aerobics/ Zumba Activity)
Indoor Badminton Courts
Squash Court
Indoor Multi-games Room
Table Tennis Room
Billiards/ Snooker/ Pool Table

Spa & Wellness Centre *

Toddler's Soft Play Area
Business Lounge
State-of-the-art Gymnasium
Indoor Café*
Tennis Court
Pavilion
Herb Garden

Party Deck with Pool View
Kids Outdoor Play Area
Outdoor Fitness Station
Reflexology Path & Senior Citizen Area

Pool Deck & Cabana

Alfresco Dining Space with Barbeque

Swimming Pool with Kids' Pool

In-pool Lounge
Aqua Fitness Station

Hot Spring and Water Cascade

SIGNED AND DELIVERED)
by the within named **PROMOTER-1**)
L&T Asian Realty Project LLP)
Through its Director / Authorized Signatory)
_____)
In the presence of..)
1.
2.

SIGNED AND DELIVERED)
by the within named **"Promoter-2"**)
Nirmal Lifestyle Developers Private Limited)
Through its Designated Partner)
_____)
In the presence of..)
1.
2.

SIGNED AND DELIVERED)
by the within named "**Allottee/s"**)
_____)
_____)
in the presence of ...)
1.
2.

R E C E I P T

RECEIVED from [_____], the Allottee/s above named, a sum of Rs._____/- (Rupees_____ only) by RTGS/NEFT/Cheque/DDNo. _____ dated _____ and drawn upon _____Bank, towards advance payment or application fee as provided for hereinabove.

For _____

Promoters

Witness:

DATE	**CHEQUE No.**	**BANK**	**AMOUNT**
	TOTAL		[●]

LIST OF ANNEXURES

Annexure No.	Particulars
Annexure A	Authenticated Copy of the Registration of the Project with the Maharashtra Real Estate Regulatory Authority
Annexure B	Copy of the Certificate of Title issued by [_____]
Annexure C	Authenticated Copies of the Property Card or 7/12 Extract or any other relevant revenue record
Annexure D	Authenticated Copy of the Layout Plan as approved by [____]
Annexure E	Authenticated Copy of the plan of the said Apartment agreed to be purchased by the Allottee/s as approved by the concerned local authority
Annexure E1	Floor Plan showing Ancillary Area/s
Annexure F	Copy of I.O.D./ C.C. dated 08.11.2019 issued by [____]
Annexure G	Floor Plan
Annexure H	List of Specifications