INFINITY NARAYANI ASSOCIATES

Registered Address : 43, Sunvilla, Yashodham, Gen. A. K. Vaidya Marg, Goregaon (E), Mumbai - 400 063.
E-mail : infinitynarayaniassociates@gmail.com

Date: 12/08/2023

Additional Clauses and Deviated Clauses to Model Agreement for Sale

Additional Clauses:

F.

The Promoter intends to shift the Society office and gym area which is presently proposed on the 1st level in the I.O.D plan to any other floor or on the terrace floor of the building. The Allottee acknowledges the same and grants its no objection for the same.

I. (v) (iv)

The Promoters shall have the exclusive right to put up signage, hoarding, and all other forms of advertisement board whatsoever within the said Land. The Promoters shall be entitled to place, select, decide and put hoarding/boards of their Logo and/or Brand Name or any other Logo and/or Brand name as decided by the Promoters from time to time, in perpetuity in the form of Neon Signs, MS Letters, and Vinyl & Sun Boards or any other form (**"Sign Board"**) on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project or the entire Real Estate Project Amenities as the one may be and shall be entitled to all the revenues arising from the same. The Promoters or its nominee shall have right of ingress and egress to such Sign Board at all the times for the purposes of repairs and maintenance or otherwise and the Allottee or the Society of the purchasers in the Real Estate Project shall not directly or indirectly obstruct the same. The Promoters shall have right to obtain separate electricity meter for such Sign Board and they shall pay the electricity bills for the same. The Promoters shall not be liable to pay any fees, charges or moneys for the same to the Society.

INFINITY NARAYANI ASSOCIATES MUMBAI

1. RECITALS

The above Recitals form an integral part of this Agreement as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended to be read or interpreted in derogation of RERA or Rules framed thereunder.

2. REAL ESTATE PROJECT (DESCRIPTION)

The Promoter shall construct the Real Estate Project being a New Building known as "GATEWAY RESIDENCES" consisting of Ground Floor [Commercial/ Restaurant] + 1st Floor Commercial and 11 or more residential floor on the project land in accordance with the plans, designs and specifications approved / to be approved by the MCGM and / or other competent authorities from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee/s on a non-exclusive basis and are listed in the **Third Schedule** hereunder written i.e. Real Estate Project Amenities.

PROVIDED THAT the Promoters shall have to obtain prior consent in writingof the Allottee in respect of any variations or modifications which may adversely affect the area of the said Premises, except for any alteration or addition required by any Government authorities, or, due to change in law or under order from any Court of Law, or changes made to exploit the full potential of the said Land or, any change as contemplated by any of the disclosures already made to the Allottee herein.

3. AMALGAMATION/CLUBBING:

The Promoter may club, amalgamate the development/redevelopment of the lands as may be permitted under the DCPR 2034. For this purpose, promoter is entitled to carry out the clubbing/amalgamation. Upon such clubbing or amalgamation land the magnitude and scope of the Real Estate Project and/or the said Land shall vary and modify in accordance with the actual acquisition of land/project.

The Promoters shall be entitled to make modifications, variations, additions or alterations as may be required by the Promoters from time to time, by obtaining minimum number of consents of concerned adversely affected allottees as may be specified under the law from time to time in the said Wing/ Building. It is clarified that the consent of those Allottees who are not affected by the modifications, variations, additions or alterations proposed and/or carried out by the Promoters as aforesaid shall not be required. It is further clarified that only if the said Premises are relocated anywhere else in the Real Estate Project, contrary to what is agreed herein, the Allottee shall be deemed to be adversely affected person for the purposes of consent. The Promoter shall also be entitled to make such changes within the Real Estate Project or in the Premises as may be required

INFINITY NARAYANI ASSOCIATES MUMBAI

by the Promoter or the concerned authorities or as may be necessary due to architectural and structural requirements.

4. DISCLOSURES AND TITLE:

a) The Allottee hereby declares and confirms that prior to the execution of this Agreement, the Promoters have made full and complete disclosure of their right, title and interest in the Real Estate Project and the said Scheme and the said Premises and the Allottee has taken full, free and complete disclosure of the right, title and interest of the Promoters to the said Scheme, the said Premises and the Allottee has taken full, free and complete inspection of all the information, documents, disclosures that have been uploaded by the Promoters on the MahaRERA website, and has/have also satisfied himself / herself / themselves of the particulars and disclosures, including the following:

i) Nature of the right, title and interest of the Promoters to the said Scheme and the development of the Real Estate Project and the encumbrances thereon;

ii) The drawings, plans and specifications duly approved and sanctioned till date by the sanctioning authorities in respect of the Real Estate Project, and the floor plan of the said Premises;

iii) Particulars of fixtures, fittings and specifications proposed to be provided in the said Premises as more particularly mentioned in the **Fourth Schedule** hereunder written;

iv) FSI utilized and/or to be utilized in the Real Estate Project;

v) The nature of the organization to be constituted of the Allottee of the Premises in the Real Estate Project;

vi) The Approvals to be obtained, in relation to the Real Estate Project;

vii) Nature of responsibilities of the Promoters and Allottee under this Agreement;

viii) Nature of inter-se roles, responsibilities and obligations of the Promoters shall be as per the terms of the Joint Development Agreement;

ix) The various amounts and deposits that are to be paid by the Allottee including the Sale Consideration, Other Charges, Usage Charges (as defined below), taxes, maintenance and outgoings;

x) The nature of the right, title and interest of the Allottee in the said Flat/Premises hereby agreed to be created.

INFINITY NARAYANI ASSOCIATES MUMBAI

b) The Promoters are entitled to amend, modify and/or substitute the plans, in full or in part, as may be required by them from time to time in accordance with law and / or as stated/disclosed herein.

c) The Allottee further confirms and warrants that the Allottee has independently investigated and conducted legal and technical due diligence in respect of the Real Estate Project and the said Premises and has satisfied himself/herself/themselves in respect of the title thereof and waives his/her/their right to dispute or raise objections in that regard, at any time in future The Allottee confirms that the Allottee has been suitably advised by his/her/their Advocate and that after fully understanding and accepting the terms hereof, the Allottee has decided and agreed to enter into this Agreement. The Allottee has accepted the right, title and interest of the Promoters in respect of the Real Estate Project, the said Scheme and the said Premises and doth hereby agree and undertake not to raise any dispute or objections to the same, any time hereafter. The Allottee hereby confirms that the Allottee has agreed to purchase the said Premises based on the terms and conditions stated hereunder and that the Promoters shall not be held liable for anything not stated in this Agreement.

d) The Allottee confirms and declares that it is aware that the Promoter has proposed commercial premises and for the use of the commercial premises premises the prospective purchaser of the commercial premises shall require to put up chimney, temporary shed and other required services attached to the building structure and the Allottee gives its unconditional consent thereto and undertakes not to raise any objection for the use and occupation of the same by the prospective purchaser of the commercial premises.

e) It is expressly agreed that the right of the Allottee under this Agreement or otherwise shall always be restricted only to the Premises agreed to be sold and such right will accrue to the Allottee only on the Allottee making full and final payment of the Sale Consideration, Other Charges, Usage Charges (as defined below), taxes, maintenance and outgoings payable in pursuance hereof to the Promoters in accordance with this Agreement and only on the Allottee performing and complying with the terms, conditions, covenants, obligations, undertakings etc. as contained herein without any breach of the same.

f) The Allottee agrees that in the event of any change in plan due to statutory requirements or otherwise which affects the allotted premises, then the Promoters shall have option to allot any other available Premises in the project, having the same Rera carpet area as per of Allottee's Choice), in lieu of the Premises hereby agreed to be sold. Provided that Sale Consideration shall be adjusted at the same rate as agreed herein and subject to payment of the differential amount that may become due payable by the Allottee.

INFINITY NARAYANI ASSOCIATES MUMBAI

5. TERMS FOR PURCHASE OF THE PREMISES WITH/ WITHOUT

PARKING SPACES AND SALE CONSIDERATION:

(d)

The payment of the Sale Consideration, Other Charges, Usage Charges (as defined below), taxes, maintenance and outgoings by the Allottee in accordance with the provisions of this Agreement, is the basis of the sale and is one of the principle, material and fundamental terms of this Agreement. Time for payment of each installment and other amounts due and payable from time to time, shall be the essence of Contract. The Promoters have agreed to allot and sell the said Premises to the Allottee at the Sale Consideration inter-alia because of the Allottee having agreed to pay the Sale Consideration, Other Charges, Usage Charges (as defined below), taxes, maintenance and outgoings in accordance with this Agreement.

5. (f)

The Other Charges are tentative and subject to finalization on or before handing over possession of the said Premises. The changes, if any, in the Other Charges as setout above shall be intimated by the Promoters to the Allottee on or before handing over possession of the said Premises to the Allottee. It is further clarified that the heads of Other Charges mentioned hereinabove are only indicative and not exhaustive and the Allottee agrees to pay to the Promoters, such other charges/amounts or such increase in the above mentioned other charges/ amounts as the Promoters may indicate without any delay or demur. The Allottee acknowledges that after utilization of the initiation maintenance paid in terms of this Agreement, the Promoters shall have right to revise the Other Charges, Maintenance and Outgoings and the Allottee agrees to make the payment of the same.

5. (h)

It is further agreed that if by reason of any enactment, amendment, notification, judicial pronouncement or for any other reason, this transaction or this Agreement attracts any other or additional taxes, duties, levies and cess, whether before or after the possession of the said Premises is handed over to the Allottee, then the Allottee alone shall bear and pay the same to the Promoters or such concerned authority forthwith on demand and the Promoters shall not be liable for payment of any taxes, duties, levies and cess in connection with or arising out of this transaction/ Agreement or any other instrument in connection herewith. The Allottee shall at all times hereafter keep the Promoters indemnified, saved and harmless against all losses, damages, penalties, fines, interest, cost of litigation and all consequences arising on account of non-payment of taxes as agreed herein.

5. (k)

INFINITY NARAYANI ASSOCIATES MUMBAI

The carpet area is subject to variation of +/- 3% (plus or minus three percent) on account of structural design and construction variances or for planning and other constraints. In case of any dispute on the measurement of carpet area, the same shall be physically measured after removing all finishes that have been applied/ fitted and the cost of removal and refitting of such finishes shall be solely borne and paid by the Allottee alone. The consideration payable on the basis of the re-measured carpet area of the said Premises shall be recalculated by the Promoter. If there is any reduction in the carpet area more than the tolerance limit of 3% (three percent), then the Promoters shall refund the proportionate excess money paid by Allottee on the date of handing over possession of the said Premises with interest at the Interest Rate from the date of such joint measurement. Provided that the Promoters shall cease to be liable to make the payment of any interest, if the Allottee fails to take possession in accordance with the Possession Notice. If there is any increase in the carpet area of the said Premises, the Promoters shall demand an additional amount from the Allottee towards the Sale Consideration and Other Charges, taxes, maintenance and outgoings which shall be payable by the Allottee on or prior to the date of handing over possession of the said Premises. Failure to make payments by the Allottee shall amount to be "default" and the Allottee shall be liable for consequences of default or breach in terms of this Agreement. It is clarified that the payments to be made by the Promoters or the Allottee, as the case may be, under this Clause shall be made at the same rate per square meter as agreed under this Agreement. After the possession of the said Premises is handed over to the Allottee, he/she shall have no dispute or claim of whatsoever nature with regard to the said Premises or otherwise.

5. (m)

The Promoters have agreed to provide parking for the Real Estate Project as per the statutory norms and shall be sold to the Allottees on first come first sold basis and shall be for the exclusive use of the Allottee/s and its rights allocated to the Premises sold to the Allottee. The car parking slot in the Mechanical/ Robotic Parking System (which may be in the form of a tandem parking, tower parking, puzzle parking or stack parking or any other form of automated or mechanical or robotic parking) as more particularly set out in the **Second Schedule** hereunder written (hereinafter referred to as "**said Car Parking Slot**"). The Allottee agrees and acknowledges that:

(i)The said Car Parking Slot is provided for exclusive use by the Allottee. The Allottee will be bound to abide by the rules and regulations as may be framed in regard to the said Car Parking Slot by the Promoters and shall pay such outgoings in respect of the said Car Parking Slot as may be levied by the Promoters. Further, the Allottee agrees not to dispute about the location of the said Car Parking Slot and/or the suitability thereof at any time in future.

INFINITY NARAYANI ASSOCIATES MUMBAI

(ii)The Promoters shall identify and allocate the Car Parking Slot on or before handing over possession of the said Premises. The decision of the Promoters with respect to such identification and allocation of Car Parking Slot shall be final and binding on the Allottee and the Allottee hereby gives his/ her irrevocable consent for the same and undertakes not to dispute such allocation at any time in future. The Allottee undertakes not to sell/transfer/lease or give on license or in any other manner part with the Car Parking Slot allotted to him/her. The rights of the Allottee in respect of the said Car Parking Slot shall be co-extensive and co-terminus along with this Agreement. The Allottee agrees that unauthorized use of the Car Parking Slot will tantamount material breach of the terms of this Agreement. For such breach, the Promoters shall have right *inter-alia* to levy such penalty or take such action as they may deem fit. The Allottee undertakes to pay such maintenance charges in respect of the Car Parking Slot as may be decided by the Promoters or the Society from time to time.

(iii)The Robotic/Automated Car Parking System is purchased by the Promoters from third party Vendor/s and the same is subject to normal wear and tear and is also susceptible to malfunctioning. It may require shut down for repairs and maintenance. The Allottee waives any and all claims, liabilities against the Promoters and / or its affiliates or their successors, MCGM and its officers in case he/she/it/they experience any malfunctioning or shut down for any period or for want of electricity etc. Further, the obligation of the Promoters to maintain such mechanical Car Parking Slot shall be limited to the extent of the warranty period or until offering in writing to hand over the Management of the Real Estate Project to the Society of allottees, whichever is earlier. The Allottee agrees not to withhold the maintenance to be paid towards the said Premises and/or the Car Parking Slot for any reason whatsoever.

5. (n)

The said Car Parking Slot if opted and purchased by the allottee shall be allotted by the Promoters to the Allottee/s within the Real Estate Project, upon handing over possession of the said Premises.

INFINITY NARAYANI ASSOCIATES MUMBAI

5.(o)

The Real Estate Project Amenities i.e. the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and other allottees of the Real Estate Project on a non-exclusive basis, are listed in the **Third Schedule** hereunder written. Other Charges, maintenance and outgoings as may be decided by the Promoters from time to time shall be payable by the Allottee and other allottees of the Real Estate Project whether they use the Real Estate Project Amenities or not. The Allottee categorically acknowledges to have been informed that the indoor amenities and facilities that may be usable by the Allottee and other allottees of the Real Estate Project comprised in **Fourth Schedule**, are approved/will be approved as Fitness Center/gymnasium and the Allottee accords his no objection to the same. The Developer may shift the Fitness Centre/Gymnasium from the present floor/location to some other floor/location within the Real estate Project and the Allottee has granted its unconditional consent for the same.

5. (p)

For the efficient management of the Real Estate Project Amenities, the Promoters may appoint one or more vendors and / or service providers on such terms and conditions as may be decided by the Promoters in their sole discretion to run and operate all or any of the Real Estate Project Amenities. The Allottee agrees to pay necessary charges and membership fees in relation thereto, for utilizing/availing such facilities and amenities ("**Usage Charges**"). It is clearly agreed and understood that for any deficiency of services, the concerned vendors and/or the service providers alone shall be responsible and the Allottee shall have no recourse to the Promoters. Upon the Promoters offering to hand over the Real Estate Project to the Society, the Society shall allow such vendors and / or the service providers to complete their full term on the same terms and conditions as comprised in the respective agreements with the vendors and/or the service providers.

5. (q)

It is further agreed that the Free Sale Component may be developed by the Promoters in a phase wise manner and hence all or any of the Real Estate Project Amenities may not be ready and operational at the time of handing over the possession of the said Premises to the Allottee. The Promoters may in their sole discretion complete and provide the Real Estate Project Amenities or any of them only after the completion of the entire Real Estate Project and obtainment of the part/full occupation certificate thereof, to which the Allottee accords his irrevocable consent. The Promoters reserve their right to substitute,

INFINITY NARAYANI ASSOCIATES MUMBAI

upgrade, modify, delete, relocate or enhance any or all the Real Estate Project Amenities. It is agreed that though the Real Estate Project Amenities shall form part of the Free Sale Buildings but they may be used by the Allottee only in accordance with the rules and regulations framed by the Promoters/ Society from time to time.

8. RECOURSE TO PARTIES: DELAY AND TERMINATION.

(a) If the Promoters fail to abide by the time schedule for handing over the said Premises to the Allottee on or about the Possession Date (subject to Force Majeure Events as stated herein), only in that event, the Allottee shall be entitled to either:

(i)Terminate this Agreement by giving written notice to the Promoters by registered post A.D. at the address provided by the Promoters ("**Allottee Termination Notice**"). It is clarified that except for the failure of the Promoters to hand over the possession of the said Premises on or about the PossessionDate (subject to Force Majeure Events), The Allottee has right to terminate this agreement at the default on the part of the Promotor. On the receipt of the Allottee Termination Notice by the Promoters, this Agreement shall stand terminated and cancelled forthwith. Within a period of 30 (thirty) days from the date of receipt of the Allottee Termination Notice by the Promoters, the Promoters shall refund to the Allottee subject to settlement/adjustment of the Bank loan, if any, availed by the Allottee from any Bank/ Financial Institution (FI) against the mortgage / security of the said Premises and applicable taxes and outgoings, the balance amounts of the Sale Consideration, if any, with interest applicable in accordance with the RERA rules prevailing at the relevant time ("**Interest Rate**") to be computed from the date the Promoters received Allottee Termination Notice. Provided that the Allottee shall collect the refund of balance, if any, of the Sale Consideration (paid to the Promoters till the date of receipt of Allottee Termination Notice) and interest within 15 (fifteen) days from the date of receipt of Allottee Termination Notice by the Promoters by simultaneously executing and registering deed of cancellation in respect of this Agreement. It is agreed that if the Allottee does not settle the bank loan and register the deed of cancellation within 15 (fifteen) days from the date of the Promoters receiving the Allottee Termination Notice, the Promoters shall cease to be liable to pay any interest thereafter to the Allottee and the Promoters shall be at liberty to sell and transfer the said Premises and assign the Car Parking Slot, if any, to any third party of its choice on such terms and conditions as the Promoters may deem fit in its sole discretion.

INFINITY NARAYANI ASSOCIATES MUMBAI

OR

(ii)Call upon the Promoters by giving a written notice by Courier or E-mail or Registered Post A.D. at the address provided by the Promoter ("**Interest Notice**"), to pay interest at the Interest Rate for every month of delay from the Completion Date, on the Sale Consideration or part thereof paid by the Allottee/s till the date of Interest Notice. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over the possession of the said Premises by the Promoter to the Allottee/s;

b) In case the Allottee elects his remedy under Clause 7(b)(i) above then in such a case the Allottee shall not be entitled to the remedy under Clause 7(b)(ii) above and vice-versa, save and except as deemed fit by the Promoter.

c) If the Allottee fails to make any payments on the due date as required under this Agreement, then, the Allottee shall pay to the Promoters interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

d) Without prejudice to the right of the Promoters to charge interest at the Interest Rate and any other rights and remedies available to the Promoters, in the event of the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including but not limited to his/her/its proportionate share of property taxes levied by concerned local authority, Other Charges, direct or indirect taxes, maintenance and outgoings etc.,) or breach of any of the provisions of this Agreement, the same shall constitute an event of default on the part of the Allottee ("**Event of Default**").

e) Upon occurrence of an Event of Default, the Promoters shall be entitled at his own option and discretion, to terminate this Agreement, without any reference to the Allottee; Provided that, the Promoters shall give notice of 15 (fifteen) days in writing to the Allottee ("**Default Notice**"), by Courier or Registered Post A.D. or Email at the address provided by the Allottee, of its intention to terminate this Agreement with details of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement.

f) If the Allottee fails to rectify the breach or breaches mentioned by the Promoters within the period of the Default Notice, including making full and final payment of any outstanding dues together with the interest at the Interest Rate thereon, then at the end of the Default Notice, the Promoters shall be entitled to terminate this

INFINITY NARAYANI ASSOCIATES MUMBAI

Agreement by issuance of a written notice to the Allottee ("**Promoters' Termination Notice**"), by Courier or Registered Post A.D. or Email at the address provided by the Allottees.

h) On the issuance of the Promoters' Termination Notice, this Agreement shall stand terminated and cancelled and the Allottee shall cease to have any right, title and/or interest in the said Premises and / or the Car Parking Slot, with effect from the date of expiry of the Promoters Termination Notice. Thereupon, the Promoters shall be entitled to **(i)** deal with and/or dispose of or alienate the said Premises and assign the Car Parking Slot, if any, in the manner as the Promoters may deem fit without any reference to the Allottee; and **(ii)** the Promoters shall be entitled to deduct from the Sale Consideration paid by the Allottee the following ("**the said Deductions**") (a) pre-quantified and agreed liquidated damages of the Sale Consideration ("**Pre-Quantified Liquidated Damages**") and any losses that may be caused to or suffered by the Promoters (b) brokerage, if any, paid to channel partner/agent (c) all other unpaid taxes and outgoings in respect of the said Premises up to the date of the Promoters Termination Notice, (d) the amount of interest payable by the Allottee on account of default committed by him/her/them (e) amount of stamp duty and registration charges and expenses incidental thereto on the deed of cancellation (f) in case the Allottee has opted for subvention scheme, the total amount of Pre-EMI interest paid and /or payable by the Promoters (in their discretion), if any, to the lending Bank/Financial Institution (g) any amount/ interest reimbursed by Promoters to the Allottee; (h) in case the Allottee has availed any loan then all amounts disbursed by the lending Bank/Financial Institution to the Promoters, which amounts may be refunded by the Promoters (in their discretion), if any, to such lending Bank/Financial Institution directly and the Allottee authorizes the Promoters to collect the original Agreement for Sale from such Bank/Financial Institution and shall not be required to take any consent/ confirmation from the Allottee at any time and refund the balance, if any, to the Allottee. At the option of the Promoters, the Allottee agrees to execute a deed of cancellation, for recording the termination of this Agreement in the form and manner as may be required by the Promoters.

i) Upon receiving the Promoters' Termination Notice, the Allottee/s shall have no claim of any nature whatsoever against the Promoters and/or the said Premises and the Promoters shall be entitled to deal with and/or dispose off the said Premises in the manner they deem fit and proper. The Promoters shall upon resale of the said Premises i.e. upon the Promoters subsequently selling and transferring the said Premises to another purchaser and receipt of the sale proceeds thereof, and after deducting the aforesaid dues and adjusting the Pre-Quantified Liquidated Damages, refund to the Allottee/s, the balance amount, if any, and also after deducting all the amounts as 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 as set out in Clause 7(i).

j) The Promoters shall within a period of 30 (thirty) days from the date of resale of the said Premises, refund the paid-up Sale Consideration, if any, after deducting the

INFINITY NARAYANI ASSOCIATES MUMBAI

said Deductions including the Pre-Quantified Liquidated Damages and after also deducting interest on any overdue payments, brokerage/referral fees, and other administrative charges as determined by the Promoters in terms of this Agreement, vide a cheque ("**said Cheque**") sent by registered post or such other mode as may be decided by the Promoter, at the last known address of the Allottee as and by way of full and final settlement. Further, after issuance of the Promoters' Termination Notice, the Promoter shall not be liable to pay to the Allottee any interest, compensation, damages, costs or expenses or any other amount and shall also not be liable to reimburse to the Allottee any incidental costs including but not limited to GST, stamp duty, registration fees etc.

k) The Promoters and the Allottee have agreed on the said Pre-Quantified Liquidated Damagestaking into account all the relevant factors including but not limited to the timelines given to the Allottee to pay the Sale Consideration. The understanding arrived at in this Clause forms the material and fundamental basis on which the Promoters have agreed to sell the said Premises to the Allottee.

l) Without prejudice to rights and remedies available to the Promoters under this Agreement or under the law, the Allottee agrees that if the Allottee has taken a loan from any bank/financial institution against the security of the said Premises with NOC of the Promoters and this Agreement is terminated by either party then in that case Allottee hereby undertakes to clear the entire mortgage, debt, or any other outstanding amount and to obtain necessary letter/ confirmation from such bank/financial institution stating clearance of mortgage, etc. and that the bank/financial institution shall have no recourse against the Promoters or the said Premises.

m) It is further agreed and understood that irrespective of the fact whether the Allottee has obtained sanction of housing loan/finance from a bank or financial institution in respect of the said Premises, in the event of any delay or failure in payment of the balance Sale Consideration/ Installment and/or interest payable by the Allottee to the Promoters under these presents for any reason or cause whatsoever, the Allottee alone shall personally be liable or responsible to pay the amount of Instalments with interest (if so delayed in payment of the Instalments amount) so due and payable under these presents and shall not claim any equity or extension or otherwise on the ground of having not obtained sanction of such finance and/or disbursement or delay in disbursement of such amounts by bank/ financial institution. The Allottee shall pay such amounts so due and payable to the Promoters from his/her/their/its own source of income. In the event of delay or default in payment of any one or more Installments or the entire Sale Consideration on being payable under these presents, by the Allottee and/or his/her/their/its Banker/ Financial Institution the Allottee personally shall be liable to pay such amount of interest as the Promoters are entitled to as contemplated under these presents. The Bank/Financial Institution shall not claim any equity or otherwise

INFINITY NARAYANI ASSOCIATES MUMBAI

against the Promoters or the said Premises. It is however clarified that on the either party cancelling the allotment of the said Premises and termination of this Agreement, the Promoters after deducting Pre- Quantified Liquidated Damages and the said Deductions and all the amounts agreed above together with litigation costs, if any, shall first offer the balance, if any, to the bankers/financial institutions who had disbursed the amount from the sanctioned limit against return of the Original of this Agreement and only thereafter the balance, if any, shall be refunded to the Allottee in terms of this Agreement.

n) The Promoters herein have specifically informed the Allottee that if in case, any inquiry is raised by any statutory or Government or Semi- Government Authority or any agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee to the Promoters, the Allottee alone shall be liable to provide the source of the amount paid by the Allottee to the satisfaction of such authorities or agency as the case may be. In case, the Allottee fails to provide information to the satisfaction of the concerned authorities and consequently any action is initiated by them, the Allottee alone shall be liable for all costs and consequences thereof. The Allottee hereby indemnifies the Promoters, its partners, directors, employees and officers and undertakes to continue to keep them indemnified against all the losses, damages, expenses, charges and payments (including the litigation costs, advocates and counsel fees).

o) The Allottee agrees that in the event of termination and/or determination of this Agreement, it will be obligation of the Allottee to claim the refund of TDS amount, if any, from the Income Tax Department and the Promoters shall not be responsible for the same.

9. PROCEDURE FOR TAKING POSSESSION:

(d)

The Allottee shall, before delivery of possession of the said Premises in accordance with this Clause, pay to the Promoters such amounts as mentioned in the **Second & Sixth Schedule**. The amounts mentioned in the Sixth Schedule Serial no. 1,2 & 3 only, shall be accounted only to the Society of the premises purchasers and not to the Allottee individually and shall not carry any interest. The Other Charges are tentative and are liable to be revised by the Promoters with the intimation to the Allottee. The Allottee shall make payments of such amounts as more particularly mentioned in the **Second & Sixth Schedule** to the bank account of the Promoters, as detailed in the **Second Schedule** hereunder written or as may be prescribed by the Promoters. For the purposes of this clause, the expression "**Promoters**" includes its nominee.

INFINITY NARAYANI ASSOCIATES MUMBAI

12. FACILITY MANAGER:

a) The Promoters shall have the right to undertake upkeep and maintenance of the Real Estate Project and the Real Estate Project Amenities and in this regard shall have the right to enter into contract, agreement with any third party / vendors/ agency for the purpose of maintenance and upkeep of the Real Estate Project and the Real Estate Project Amenities in full or in part and such decision shall be final and binding upon the Allottee. Tenure of Facility Manager shall be until the Promoters offer to handover the management of the Real Estate Project to the Society and/or until such other period as may be decided by the Promoters. Upon offering to hand over management of the Real Estate Project/ Wing to the Society, the Society shall be liable to undertake the maintenance of the Real Estate Project/Wing and the Real Estate Project Amenities or any part thereof. The Promoters may also formulate the rules and regulations for the maintenance and upkeep of the Real Estate Project and /or the Real Estate Project Amenities and the Allottee hereby agrees and undertakes to abide and follow and not to commit breach of any of the provisions of such rules, regulations and bye-laws.

b) The Promoters shall have the right to designate any space on the Larger Land and/or the Real Estate Project or any part thereof to third party service provider/s and/or vendor/s for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the Real Estate Project. The Promoters shall also be entitled to designate any space within the said land to utility provider either on leave and license or leasehold basis or in any other manner acceptable to utility provider for the purpose of installing power sub-stations with a view to service the electricity requirement in the Real Estate Project and / or in any other building.

c) Notwithstanding any other provision of this Agreement, the Promoters have right to and shall be entitled to nominate any person/company ("**Facility Manager**") to manage the operation and maintenance of the Real Estate Project, the Real Estate Project Amenities, common amenities and facilities in the Real Estate Project. The Promoters have the authority and discretion to negotiate with such Facility Manager and to enter into and execute formal agreement/s for maintenance and management of infrastructure with the Facility Manager. The cost incurred in appointing the Facility Manager shall be borne by the Promoters. The Allottee/s agrees that he/she/they shall not raise any dispute regarding the appointment of any such Facility Manager by the Promoters or towards charges payable to Facility Manager as determined by the Promoters. **It is agreed and understood by the Allottee/s that the charges of the services provided by the Facility manager, cost of maintenance and management of the Real Estate Project shall be borne and paid by the Allottee/s of the premises in the Real Estate Project alone from the time of handing over the possession by the Promoter to the Alottee.;**

d) **The Allottee agrees to abide by any and all terms, conditions, rules** and/or regulations that may be framed by the Promoters and/or the Facility Manager including without limitation, payment of the Allottee/s' share of the service charges

INFINITY NARAYANI ASSOCIATES MUMBAI

that may become payable with respect to the operation and maintenance of the common areas and facilities of the Real Estate Project Amenities.

e) The Promoters shall have right to enter into contract, agreement/s with the vendor/s and/or service provider/s in respect of the Real Estate Project Amenities or part thereof, as may be decided by the Promoters in their sole discretion. Upon formation of the Society and handing over of the management of the operation and maintenance of the Real Estate Project to the Society, the Promoters shall novate and assign the agreements executed with the vendor/s and/or service provider/s in this regard to the Society. The Promoters shall have right to terminate and/or replace vendors/service providers in their sole discretion.

f) The Allottee agrees to pay all the Usage Charges i.e. costs, expenses for the services rendered and/or utilities availed from the service provider/s and the vendor/s and / or received by the Allottee/s with respect to any of the Real Estate Project Amenities or part thereof. Any Usage Charges, management fees/ service charges payable to the service providers and/or vendors in terms of service agreements stated above shall be proportionately borne and paid by the Allottee in the manner as may be determined by the Promoters.

g) It is expressly agreed by and between the Parties that the Promoters have not given and shall not give any representation and / or warranty with respect to quality, sufficiency and / or adequacy of the services rendered and/or utilities availed from the service provider/s and/or the vendor/s and that the Promoters shall not in any manner be liable for any claim of any nature whatsoever, for any defects and / or any deficiency in the services provided or rendered by them under the agreements executed with the vendor/s and/or the service provider/s in this regard or even otherwise with respect to the services provided by the service provider/s and the utility availed from the vendor/s. Further, the Promoters shall not be liable for any warranty or guarantee offered by such vendors and/or service providers for any product or services, it will be strictly between the Allottee and such vendor and service provider.

16. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

(g)

The Promoter shall be entitled to formally re-name the Real Estate Project including each of the wings comprised in the Real Estate Project at a later date and which name shall not be changed by the Allottee/s and / or the Society, as the case may be.

h) The Allottee/s agrees and covenants that the Allottee/s shall not load in the said

INFINITY NARAYANI ASSOCIATES MUMBAI

Premises, either by way of fit-out or construction or in any other manner whatsoever, anything more than as may be specified by the Promoters from time to time. Prior to undertaking any interior fit-out, the Allottee/s shall submit the drawings with the Promoters and shall disclose the nature of work to be carried out in the said Premises and shall obtain specific written approvals of the Promoters to that effect. The Promoter shall have discretion to allow or reject any such request or part thereof. The Allottee shall incorporate any suggestions of the Promoter in the proposed fit out plan, if required. The Allottee/s shall be responsible to apply and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out/ interior work at his/her/its/their costs and expenses. The Allottee confirms that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee at any time.

i) Not to affix any fixtures or grills on the exterior of the Real Estate Project for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Premises and the Allottee/s shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottee/s shall fix the grills inside the windows only, which shall not protrude external wall of the said Building/ Wing. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If found that the Allottee/s has affixed fixtures or grills on the exterior of his / her / their / its premises for drying clothes or for any other purpose or that the Allottee/s has affixed a grill having a design other than the standard approved design, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his / her / their / its obligations as mentioned herein.

j) Not to install air conditioner/s at any place other than those earmarked for fixing the same so as not to affect the structure, façade and/or elevation of the Real Estate Project in any manner whatsoever. The Allottee/s shall not install a window Air-conditioner within or outside the said Premises. If found that the Allottee/s has affixed a window air conditioner or the outdoor condensing unit which protrudes outside the said Premises, the Allottee/s shall immediately rectify/dismantle the same forthwith so as to uniformity in the façade or outer look of the Premises/ Real Estate Project.

k) To keep the sewers, drains and pipes in the said Premises and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the Real Estate Project and the Allottee/s shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Pardis or other structural members in the said Premises without the prior written permission of the Promoter and concerned authorities.

l) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the Real Estate Project and not to cover / enclose the planters, ducts and service slabs or any of the part of the building within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do /

INFINITY NARAYANI ASSOCIATES MUMBAI

cause to be done any hammering for whatsoever use on the external / dead walls of the Real Estate Project or do any act to affect the FSI potential of the Larger Land.

m) Not to do or permit to be done any renovation / repair within the said Premises without prior written permission of the Promoter. In the event of the Allottee/s carrying out any renovation / repair within the said Premises, without prior written permission and /or in contravention of the terms of such prior written permission, as the case may be, then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the Real Estate Project on account of such renovation / repair.

n) Not to enclose and/or obstruct the common passages or any other common areas, if any, forming part of the said Premises or adjacent to the said Premises without the previous written permission of the Promoter and concerned authorities.

o) 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 Premises/ the Real Estate Project in any manner whatsoever without prior written consent of the Promoter and without obtaining necessary approvals from the concerned authorities. Not to change the façade or outer look of the Premises/ Real Estate Project.

p) To abide, observe and perform all the rules and regulations formulated by the Promoter and the rules, regulations and bye-laws which the Society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and the said Premises therein. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society / Promoter regarding the occupation and use of the said Premises in the Real Estate Project on the said Land and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses, maintenance and outgoings.

(aa) Not to violate and to abide by all rules and regulations framed by the Promoter and / or by the Society (post handing over management of the Real Estate Project), for the purpose of maintenance, management and up-keep of the Real Estate Project, the common areas and facilities, as the case may be, and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises.

(bb) The Allottee agrees not to do, omit to do or cause to be done any act, deed, matter or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Real Estate Project or the Promoter or its representatives. In the event the Allottee does or omits to do any such act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement by sending the notice of termination to the Allottee.

INFINITY NARAYANI ASSOCIATES MUMBAI

(cc) The premises in the Real Estate Project are proposed with deficient open space against as required as per DCPR, and the Allottee shall not blame the B.M.C and it's staff for the same.

(dd) The Allottee/s shall never in any manner enclose any flower beds, ducts, planters, ledges, pocket terrace/s, deck areas, ornamental projects, dry yards, service yards and any other areas in the Real Estate Project. These areas should be kept open and should not be partly or wholly enclosed including installing any temporary or part shed or enclosure and shall not include the same in the said Premises or any part thereof and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas carried by the Allottee without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the said Premises to its original state.

(ee) The Allottee/s shall not do either by himself / herself / itself or any person claiming through the Allottee/s anything which may or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations to common areas and amenities and facilities in the Real Estate Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the Real Estate Project.

(ff) The Allottee shall not display at any place in the Real Estate Project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards etc. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project or common area therein or in any other place or on the window, doors and corridors of the Real Estate Project.

(gg) The Allottee shall not affix, erect, attach, paint or caused to be affixed, erected, attached, painted or exhibited in or about any part of the Real Estate Project or the exterior wall of the said Premises/ Real Estate Project or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoter in such manner, position and standard design laid down by the Promoter.

(hh) The Allottee shall not park at any other place and shall park his/her car in the Car Parking Slot allocated to the Allottee.

INFINITY NARAYANI ASSOCIATES MUMBAI

(ii) To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises on a daily basis.

(jj) The Allottee/s shall permit the Promoter and his surveyors and/oragents and /or authorized representatives with or without workmen and others at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all

services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the said Premises or the Real Estate Project. The Allottee is aware that the main water/drainage pipes of the Real Estate Project may pass through certain areas within the said Premises. The Allottee/s agrees that he/she/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall they in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes in any manner howsoever. The Promoter, its workmen, staff, employees, representatives and agents, shall, at all times, be entitled to access such areas within the said Premises for the purpose of maintenance, repair and upkeep of the water pipes and the Allottee/s hereby gives his express consent for the same.

(kk) The Allottee/s is aware and acknowledges that the Promoter are entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the premises, flats and apartments, garages and allocate the car parking slots forming part of the Real Estate Project and the Allottee/s undertakes that he/she shall not be entitled to raise any objection with respect to the same.

(ll) The Allottee is aware that the Promoter or its agents or contractors etc., shall carry on the balance work in the said Land and the Real Estate Project, with the Allottee occupying the said Premises. The Allottee shall not object to, protest or obstruct in the execution of such work, on account of pollution or nuisance or on any other account, even though the same may cause any nuisance or disturbance to him/her. This is one of the principal, material and fundamental terms of this Agreement.

(mm) The Allottee/s has been appraised of the terms and conditions of the deeds, documents, approvals, permissions, no objections, etc., referred to in this Agreement and the same shall be fully binding on the

INFINITY NARAYANI ASSOCIATES MUMBAI

Allottee/s.

(nn) The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the Larger Land/ Real Estate Project in perpetuity.

(oo) The Promoter shall be entitled to construct site offices/sales lounge in the said Land or any part thereof and shall have the right to access the same at any time without any restriction whatsoever until the entire development on the said Land is fully completed, irrespective of whether the said Land or any portion thereof is transferred to the Society.

(pp) The Promoter shall have option to hand over possession of the said Premises even prior to completion of the Real Estate Project Amenities. The Allottee agrees to take possession of the said Premises in terms of Possession Notice. The Allottee acknowledges that the Real Estate Project Amenities shall be operational and would be handed over to the Society only after completion of the Real Estate Project in full and receipt of occupation certificate in respect thereof. The Promoter reserve their right to add, alter, delete, upgrade, modify, relocate, reduce or enhance
the Common Amenities. The Allottee consents and agrees for the same and shall not raise any dispute or claim at any time.

(qq) Notwithstanding what is agreed in the aforesaid clauses and without prejudice to remedies stipulated therein, failure on the part of the Allottee in observing and performing any of the covenants set out under this clause, shall amount material breach, entitling the Promoter toterminate this agreement.

(rr) The Allottee agrees to pay interest at the Interest Rate on all outstanding amounts viz. Other Charges, Usage Charges, maintenance and outgoings and shall also pay the interest and/or penalty on all outstanding statutory charges, taxes and outgoings at the rate levied/ imposed by the concerned authorities. In case, the Allottee fails to make the payment of outstanding dues and/or interest/ penalty thereon in terms of this clause, the Allottee shall be deemed to have committed material breach of the terms of this Agreement. The Promoter shall have right to call upon the Allottee to cure such breach within such period as may be deemed fit by the Promoters, failing which the Promoters shall have right to take such action as may be advised in accordance with law including but not limited to termination of this Agreement.

INFINITY NARAYANI ASSOCIATES MUMBAI

The Promoter shall be entitled to negotiate and enter into appropriate arrangement/ agreement with the Utility Providers (i.e. entities providing gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption) for supplying of these utilities to the allottees in the Real Estate Project including the Allottee herein. Upon arriving at such arrangement, the Allottee agrees to avail these or any of these utilities from the Utility Providers nominated by the Promoter and pay such amount as may be fixed by the concerned Utility Providers. It is further clarified that this Clause shall not be interpreted / construed to mean that the Promoter are obligated / liable to provide all or any of the Utilities whether or not the Promoter have entered into agreements / arrangements with any person, or otherwise the Promoter are in a position to provide all Utilities or any of them.

23. MORTGAGES OF THE FLAT/PREMISES

It is agreed that the Allottee shall be entitled to avail housing loan from a Bank/Financial Institution and to mortgage the said Premises by way of security for repayment of the housing loan availed from such Bank/Financial Institution with the prior written consent of the Promoter. The Promoter will grant their no objection to the Allottee/s availing of such loan from the Bank and mortgaging the said Premises with such Bank, provided however, the Promoter shall not incur any liability/obligation for repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of such Bank in respect of the said Premises of the Allottee/s shall not in any manner jeopardize the Promoters' right to receive full consideration and other charges and such mortgage in favour of such Bank shall be subject to Promoters' first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the Bank advising the Bank to make payment of the loan amount against the mortgage of the said Premises directly to the Promoter as per the schedule of payment of the Sale Consideration or as may be requested by the Promoter from time to time.

25. BORROWINGS BY THE PROMOTER:

Subject to terms and conditions of these presents, the Allottee agrees that the Promoter shall be entitled to raise construction finance, project finance or any other finance or loan against the said Property or the flats/ units/ premises proposed to be constructed in the Real Estate Project, underwriting by mortgaging, hypothecating receivables and/or developable property (including but not limited to mortgage by way of deposit of title deeds), from any Bank/

financial institution/ Non-Banking Financial Institution (Lenders) and without having to seek further consent from Allottee in any manner whatsoever, written or otherwise, but without the Allottee being responsible /liable towards its repayment and incurring any liability in any manner whatsoever (financial or otherwise).

26. The Allottee/s hereby represents and warrants to the Promoter that:

INFINITY NARAYANI ASSOCIATES MUMBAI

a. he / she / they / it is / are not prohibited from purchasing the said Premises under any applicable law or otherwise;

b. he / she / they / it 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;

c. 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 / their / its assets and / or properties;

d. none of his / her / their / its assets / properties is attached and / or no notice of attachment has been received under any law, rule, regulation or statute etc.;

e. no notice is received from the Government of India (either Central, State or Local) and / or from any other Government abroad for his / her / their / its involvement in any money laundering or any illegal activity and / or is not declared to be a proclaimed offender and / or no warrant is issued against him / her / them;

f. no execution or other similar process is issued and / or levied against him/ her / them and / or against any of his / her / their / its assets and properties;

g. he / she / they has / have not compounded payment with his / her / their / its creditors;

h. he / she / it / they is / are not convicted of any offence involving moral turpitude and / or sentenced to imprisonment for any offence;

i. he / she / it / they is / are not an undesirable element and will not cause nuisance and / or hindrances in the completion of the project and / or anytime thereafter and will not default in making payment of the Sale Consideration, Other Charges, Usage Charges, taxes, maintenance and outgoings or any other amount due and payable by the Allottee in terms of this Agreement;

j. The Allottee/s is/are in a good financial position to pay the Sale Consideration, Other Charges, Usage Charges, taxes, maintenance and outgoings or any other amount due and payable under this Agreement without any delay or default and shall as and when called upon by the Promoter provide such security as may be required by the Promoter towards all payments due and payable from time to time.

INFINITY NARAYANI ASSOCIATES MUMBAI

It is abundantly made clear to the Allottee who is or may become a non-resident/ foreign national of Indian Origin during the subsistence of this Agreement, that in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it aloneshall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottee agrees to indemnify and keep the Promoters indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

32. ENTIRE AGREEMENT

(ii)

All Brochures/ Leaflets/ Pamphlets/ ads/social media content/ walk through presentations/ master plan/layout plan or any other document including photographs, images, designs, plans, specifications, layout, height, dimensions, facilities, vegetation, features and communication as contained therein, which are merely an artistic impression and imagination and may vary to actual project on site. The actual and physical features, amenities and facilities in the Real Estate Project/s or the said Flat/Premises would be in accordance with plans and specifications approved by the authorities and as contained in this agreement.

41. STAMP DUTY AND REGISTRATION:

(b)

The Allottee/s and/or the Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribedby the Registration Act, 1908 and the Promoter or its Authorized Representative will attend such office and admit execution thereof.

(c)

The Purchaser is also an Investor (or person) within the meaning of Article 5 (g-a) (ii) of Schedule I of the Bombay Stamp Act 1958 and the subsequent Purchaser under a subsequent sale shall within a period of one year from the date of this agreement be entitled

INFINITY NARAYANI ASSOCIATES MUMBAI

for adjustment of duty if any paid on this Agreement. Provided that this clause shall automatically lapse if no such transfer as above is made within the said period of one year. Further provided that in the event of any change in the provisions of law in this respect, this clause shall stand amended mutatis mutandis.

45. INTERPRETATION:

In this Agreement where the context admits:

i. any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re- enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re- enactment or consolidation applies or is capable of applying toany transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

ii. any reference to the singular shall include the plural and vice-versa;

iii. any references to the masculine, the feminine and the neuter shall include each other;

iv. any references to a "company" shall include a body corporate;

v. the word "Business Day" would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed;

vi. the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to clauses, sections and schedules are to clauses, sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears;

vii. references to this Agreement or any other document shall be construed as references to this Agreement or that other

INFINITY NARAYANI ASSOCIATES MUMBAI

document as amended, varied, novated, supplemented or replaced fromtime to time;

viii. the expression "the Clause" or "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision)in which the expression occurs;

ix. each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;

x. in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;

xi. the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

xii. references to a person (or to a word importing a person) shall be construed so as to include:

1. an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/ separate legal entity);

2. that person's successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and

3. references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

xiii. where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.

INFINITY NARAYANI ASSOCIATES MUMBAI

xiv. Any reference to "writing" excludes text messaging via mobile phone or communication over any other form of social media.

Deviations in the Clauses:

9. PROCEDURE FOR TAKING POSSESSION:

(c)

Upon receiving the Possession Notice from the Promoters as agreed above, the Allottee shall take possession of the said Premises from the Promoters by executing the necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoters, and the Promoters shall give possession of the said Premises to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the said Premises within 15 (fifteen) days from the date of the Possession Notice, the Allottee shall become liable to bear and pay his/her/their proportionate share of maintenance and outgoings, including *inter-alia*, local /property / municipal taxes, betterment charges, other indirect taxes of every nature, or such other levies by the B.M.C or other competent authority or local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, managers, security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project. Until the Society is formed and the management thereof is offered to the managing committee of the premises purchasers, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters at their sole discretion.

17.

(n)

The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with his right, title, interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said

INFINITY NARAYANI ASSOCIATES MUMBAI

Premises and / or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cess, Sale Consideration, Other Charges, Usage Charges, maintenance and outgoings payable by the Allottee to the Promoters under this Agreement, are fully and finally paid together with interest . In the event, the Allottee is desirous of transferring the said Premises and/or its rights under this Agreement, then the Allottee shall be entitled to effectuate such transfer with the prior intimation to the Promoters **and all the obligations of the Allottee shall be deemed to be accepted by such Transferee/Assignee.**

17.

(o)

together with increases therein as may be due and payable from time to time.

