			Maintenance Charge and/or Ensaara Metropark Maintenance Charge within 15 (fifteen) days from the date of demand thereof. Any delay in payment of either the Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge shall make the Allottee liable to pay interest at the rate of 18% p.a from the date the said amount becoming due and payable by the Allottee, till the date of realization such amount.
		3.3.6	If the Allottee does not pay the Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge and interest thereon (if any) for a period of more than 2 (two) quarters consecutively then in that event the Body Corporate and/or the Apex Body (as the case may be) shall have the right to withhold or cut-off the amenities or facilities or services enjoyed by the Allottee in relation to the Unit, Project and/or Ensaara Metropark. However, the liability to pay Project Maintenance Charge and/or Ensaara Metropark Maintenance Charge along with interest thereon shall continue irrespective of the discontinuance of such amenities or facilities or services.
		3.3.7	In the event any of the utility providers are unable to provide any of its services in respect of the Unit Amenities and Facilities or Ensaara Metropark Amenities and Facilities, then in that event the Promoter, Body Corporate and/or Apex Body as the

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			case may be, shall not be liable or responsible to provide the same.
		3.4.1	...It is hereby expressly clarified, agreed and understood that if for any reason whatsoever, the Allottee commits any delay and/or default in payment of any of the amounts mentioned in this Agreement or in providing the challan and Form 16B evidencing the TDS deducted then in such event, without prejudice to the other rights and remedies available to the Promoter, the Allottee shall be liable to pay to the Promoter, Body Corporate or Apex Body, as the case may be, interest on the amount of the instalment/s and/or other amounts from their respective due dates till payment and/or realization.
		3.4.4	The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations framed there under ("Foreign Exchange Laws") or any statutory amendment(s), modification(s) made thereof and all other Applicable Laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the Foreign Exchange

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			Laws or any other Applicable Laws. The Allottee understands and agrees that in the event of any failure on his/her/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/it shall be liable for any actions under the Foreign Exchange Laws or other laws as applicable, as amended from time to time. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Wherever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the Foreign Exchange Laws or any other Applicable Laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the Unit applied for herein, in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.
		3.4.5	The Allottee shall be completely responsible for any notices or actions taken by any of the authorities due to non-compliances of the Foreign Exchange Laws by the Allottee and the Promoter shall not be in any case responsible for the same.
		5.1.1	For the purposes of management and maintenance of the Project, the Promoter shall at the appropriate time

Infrastructure Pvt. Ltd. Mumbai

			as per Applicable Law, form and register a Body Corporate comprising of all the unit allottees of the Project including the Allottee and upon such Body Corporate being constituted the internal management, maintenance and security of the Project shall be the sole responsibility of the Body Corporate.
		5.1.2	The Promoter or the Body Corporate either directly or by appointing a professional management company, shall be in charge of the maintenance, management and upkeep of the Project and all its limited common areas, amenities and facilities.
		5.1.3	The Project Maintenance Charge shall be paid by the Allottee to the Promoter or the Body Corporate (as the case may be) in accordance with Clause 3.
		5.2.1	The Allottee understands that as per the Township Regulations, the Promoter is responsible for the overall management and maintenance of Ensaara Metropark until an urban local body/Apex Body is constituted for the Ensaara Metropark by the Appropriate Authorities and accordingly Ensaara Metropark shall be managed and maintained by the Promoter directly or indirectly by the Apex Body/Ensaara Metropark Management Company. The Allottee hereby agrees and gives consent to the appointment of the Ensaara Metropark Management Company by the Promoter for purposes of management and maintenance of Ensaara Metropark.

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		5.2.2	The Promoter, Apex Body and/or the Ensaara Metropark Management Company shall be in charge of the maintenance, management and upkeep of the sewerage treatment plant, garbage disposal system, roads, street lights, landscapes, parks, security,housekeeping, that the Promoter may be required to install, build, operate and maintain under the guidelines prescribed under the Township Regulations and/or any other statute rules and regulations as may be framed by the appropriate authorities and for such annual fees, which fees shall be a minimum of 20%(twenty percent)(and escalation thereto) over and above the actual annual expenses that may be incurred by the Ensaara Metropark Management Company. The said fees shall be paid to the enssaara Metropark Management company on a quarterly basis.
		5.2.3	It is hereby expressly clarified, agreed and understood that until the formation and constitution of the urban local body as per the Township Regulations or if informed by the Promoter on part/all denotification from Township Regulations, the Promoter and/or the Ensaara Metropark Management Company shall be entitled to exercise their rights under this Agreement, notwithstanding the formation of the Apex Body. The Allottee is deemed to have given consent for confirming such agreement or contract that has

Ensaara Infrastructure Pvt. Ltd. Mumbai

			been/may be entered into by the Promoter with the Ensaara Metropark Management Company for the effectual management and maintenance of Ensaara Metropark. In the event of any act, deed, matter or thing committed or omitted to be done by the Ensaara Metropark Management Company in due course of such maintenance, management, control and regulation of Ensaara Metropark, only the Ensaara Metropark Management Company shall be held accountable, liable or responsible in any manner whatsoever to the Allottee, the Apex Body and/or the Body Corporate.
		7.1	**Formation of Body Corporate** The Promoter shall enable the formation of the Body Corporate within a period of three months of the majority of allottees having booked their unit in the Project.
		7.2	**In accordance with the applicable laws, the Promoter shall within (3 months) from the date of issuance of the occupancy certificate in respect of the Project, transfer and/or cause to be transferred in favour of the Body Corporate, the Project by executing the necessary documents in favour of the Body Corporate; it being agreed that any such transfer to the Body Corporate shall always be subject to the Promoter's right to recover any amounts unpaid together with interest accrued thereon, by any of the allottees in the Project and the Promoter,s right to sell and transfer any of the units**

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			remaining unsold at the time of the aforesaid transfer to the Body Corporate. Irrrespective of any such transfer, the Promoter shall not be liable to pay any Project Maintenance Charge in respect of any unsold units in the project.
		7.3	In accordance with the applicable laws, the Promoter shall within a period of three (3) months from the date of issuance of the occupancy certificate in respect of the last building constructed on the Ensaara Property, transfer and/or cause to be transferred in favour of the Apex Body/ The Ensaara Property(including the Project land) and the Ensaara Metropark Amenities and the facilities subject to receipt of the full consideration and other charges and deposits by the Promoter from all the allottees/purchasers of units/structures on the Ensaara Property. It being agreed that any such transfer to the Apex Body shall always be subject to the Promoter/s right to recover any amount unpaid together with interest accrued thereon, by any of the Allottees in the Ensaara Metropark irrespective of any such transfer, the Promoter shall not be liable to pay any Ensaara Metropark Charge in respect of any unsold units in the Project.
		7.4	At the time of registration of conveyance or lease of the Project, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the Body Corporate, on such conveyance or lease or any document or

Ensara Infrastructure Pvt. Ltd. Mumbai

			instrument of transfer in respect of the Project.
		11.1	Right of the Promoter to terminate Without prejudice to what is stated hereinabove, in the event of (i) 3 (three) defaults by the Allotee in payment of any of the amounts as stated in this Agreement and/or (ii) in executing documents in respect of incorporating the Body Corporate and other ancillary documents as maybe required from time to time, the Promoter shall provide a Rectification Notice of 15 (fifteen) days to the Allottee. If in the event the Allottee, within the Rectification Period fails and/or neglects to rectify the aforesaid delay/default, then the Promoter shall at its sole option cancel/terminate this Agreement by sending a written notice of termination to the Allottee.
		11.2.1	**Right of Allottee to terminate** Subject to Force Majeure, if the Promoter fails to give possession of the Unit to the Allottee on or before the Possession Date, the Allottee shall at its discretion, have an option to terminate this Agreement, then the consequences as stated in Clause 11.3.2 shall follow.
		11.3.3	It is also clarified that any amount paid by the Allottee which has been utilised towards payment of indirect tax to the Appropriate Authorities, shall not be refunded unless (and till such time) the Promoter receives credit for the same

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			from the Appropriate Authorities.
		11.3.4	The Allottee acknowledges and understands that the said amounts as stated in Clauses 11.3.1 and 11.3.2 hereinabove, shall be paid by the Promoter to the Allottee within the Refund Period only against the Allottee executing and registering a deed/agreement of cancellation in respect of this Agreement, with the concerned office of the sub-registrar of assurances, within the time period as stated by the Promoter in its notice addressed to the Allottee in that regard. The Allotee further acknowledges that in the event the Allottee fails and/or neglects to execute and register such deed/agreement of cancellation in respect of this Agreement, the Allottee shall be liable to pay interest on the refund amount till such time the Allottee executes and registers the deed/agreement of cancellation.
		11.3.5	On termination of this Agreement by the any Party in accordance with the provision of this Clause 11, the allotment/sale of the Unit Land shall stand cancelled immediately. The Allottee shall have no right whatsoever in respect of the Unit save and except a limited right to receive the amount as stated in Clauses 11.3.1 and 11.3.2 hereinabove, as the case maybe. Upon the refund of the amounts as contemplated in Clause 11 herein, the Promoter shall be released and discharged from all its obligations and

Mumbai

			liabilities under this Agreement and shall deal with the Unit as it may deem fit.
		12.5	Waiver Any delay, tolerance or indulgence shown by the Promoter in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance or giving of time to the Allottee by the Promoter, shall not be treated / construed as a waiver on the part of the Promoter of any subsequent breach, violation, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement by the Allottee, nor shall the same in any manner prejudice the rights of the Promoter. Any waiver given by the Promoter shall be in writing.
		12.14	Adherence by the Allottees The Allottee/s are aware and understand that the Promoter has entered into this transaction and has agreed to transfer the Unit Land and to construct the unit thereon relying solely on the Allottee agreeing, undertaking and covenanting to strictly observe, perform, fulfil and comply with all the terms, conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on the part of the Allottee to be observed, performed, fulfilled and complied with and, therefore, the Allottee hereby agree/s, undertake and covenant to indemnify, save, defend and keep harmless at all

Mumbai

			times hereafter, the Promoter and their successors and assigns, from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties, which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Allottee.
		12.17	**Counterparts** This Agreement may be executed in any number of counterparts, which will together constitute one Agreement.

Thanking You,

Promoter
For Luxora Infrastructure Private Limited

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