

AGREEMENT FOR SALE

AGREEMENT FOR SALE made at Mumbai, this _____ day of _____, 2022

BETWEEN

Messrs. Agnel Developers LLP, a limited liability partnership, constituted under the Limited Liability Partnership, Act, 2008, having its principal place of business at 10th Floor, Shikhar, Near Adani House, Mithakali Six Road, Navrangpura, Ahmedabad 380 009 hereinafter referred to as “**Promoter**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners for the time being and from time to time of the said firm, the survivors or survivor of them, and the heirs, executors, administrators and successors of the last surviving partner) of the **One Part**,

AND

Mr., PAN No. AADHAR No. Indian Inhabitant/s having his / her / their address and **Mr.**, PAN No. AADHAR No., Indian inhabitant/s having his / her / their address 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 a/an: (i) individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns, (ii) limited company, or limited liability partnership, its successors and permitted assigns, (iii) partnership firm, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner its or their successors and permitted assigns, (iv) hindu undivided family, the karta and manager and the coparceners from time to time thereof and the survivors or survivor of them and the heirs, legal representatives, executors and administrators, of the last survivor of them, its or their successors and permitted assigns and (v) trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and its/their successors and permitted assigns) of the **Other Part**.

All capitalized terms in this Agreement shall have the meanings as respectively assigned to them in Article 1.1. However, any word or phrase defined in the body, or schedules, or annexures, of this Agreement, as opposed to being defined in Article 1.1, shall have the meaning assigned to such word or phrase in this Agreement.

WHEREAS:

(A). Maharashtra Housing and Area Development Authority (“**MHADA**”) is seized and possessed of and/or otherwise well and sufficiently entitled to all those pieces or parcels of land situate and lying at Pant Nagar, Ghatkopar (East), Mumbai 400 075 of Revenue Village bearing C.T.S. No. 194A/9/10 and 194A/9/11 of Village Ghatkopar admeasuring Acres equivalent to **18,280** sq. mtrs. (hereinafter referred to as ‘**Larger Land**’) and more particularly described in the **First Schedule** hereunder. A photocopy of the Property Register Card is annexed hereto and marked **Annexure ‘A’**;

(B). MHADA has leased out portions of the Larger Land to various Societies under below mentioned Lease Deeds and conveyed the buildings standing thereon to the Societies under the below mentioned Sale Deeds upon and subject to the covenants and conditions contained therein:

Sr. No .	“Said Societies”	Leased Area (sq. mtrs.)	Lease Term with effect from	Lease Deed Date and Reg No.	Sale Deed Date and Reg No.	Buildings	Tene-ments
1.	Pant Nagar Ashtavinayak Co-operative Housing Society Limited	981.00	99 years from 01 st April 1981	11 th April 1997 Regn. No. PBDR3/665 of 1997	11 th April 1997 Regn. No. PBDR3/667 of 1997	244 to 251	64
2.	Pant Nagar Satyavijay Co-operative Housing Society Limited	721.84	99 years from 01 st April 1981	10 th April 1997 Regn. No. PBDR-3/615 of 1997	10 th April 1997 Regn. No. PBDR-3/617 of 1997	252 to 257	48
3.	Pant Nagar Vishranti Co-operative Housing Society Limited	981.00	99 years from 01 st April 1981	30 th October 2003 Regn. No. 8334 of 2003	30 th October 2003 Regn. No. 8335 of 2003	258 to 265	64
4.	Pant Nagar Samadhan Co-operative Housing Society Limited	721.84	99 years from 01 st April 1981	13 th September 2005 Regn. No. 7307 of 2005	13 th September 2005 Regn. No. 7274 of 2005	266 to 271	48
5.	Pant Nagar Sagar Co-operative Housing Society Limited	981.00	99 years from 01 st April 1981	30 th December 2003 Regn. No. 36 of 2004	30 th December 2003 Regn. No. 37 of 2004	272 to 279	64
6.	Pant Nagar Shree Sainath Co-operative Housing Society Limited	721.84	99 years from 01 st April 1981	21 st June 2006 Regn. No. 5580 of 2006	21 st June 2006 Regn. No. 5581 of 2006	280 to 285	48

7.	Pant Nagar Chandrodaya Co-operative Housing Society Limited	981.00	99 years from 01 st April 1981	30 th October 2003 Regn. No. 8333 of 2003	30 th October 2003 Regn. No. 8332 of 2003	286 to 293	64
8.	Pant Nagar Yashodham Co-operative Housing Society Limited	721.84	99 years from 01 st April 1981	21 st June 2006 Regn. No. 5583 of 2006	21 st June 2006 Regn. No. 5584 of 2006	294 to 299	48
9.	Pant Nagar Adarsh Co-operative Housing Society Limited	981.00	99 years from 16 th April 1980	30 th October 2003 Regn. No. BDR-3-8334/2003	30 th October 2003 Regn. No. BDR-3-8335/2003	300 to 307	64
	Total	7792.36 (“Demised Land”)				64 Buildings	512

(C). MHADA has also leased to EWS Tenants Association, a public trust and society registered under the Bombay Public Trusts Act, 1950, vide registration no. Bom-4782-GBBSD, having its registered office at Building no. 294 to 299, Samta Nagar colony, Pant Nagar, Ghatkopar (East), Mumbai 400 075 (hereinafter referred to as “**EWS Tenants Association**”). A portion of the Larger Land, that is, lands admeasuring approximately 8,413.7 sq. mtrs., forming part of the Larger Land, (“**EWS Land**”) upon and subject to the covenants and conditions contained in the Lease Deed dated 4th November 2006, executed by and between MHADA as the ‘Lessor’ of the One Part and the EWS Tenants Association as the ‘Lessee’ of the Other Part, registered in the Office of the Sub-Registrar of Assurances at Kurla-2, vide Serial no. BDR-7/6548 of 2006 (“**EWS Lease Deed**”). A portion of the Larger Land, that is, lands admeasuring approximately 8,413.7 sq. mtrs., forming part of the Larger Land is shown delineated by a blue coloured boundary line on the plan, the Project Land is shown and delineated by a red coloured boundary line (includes Phase 1 land and Phase 2 land) and Future Development (Phase 3 land) shown and delineated by green coloured boundary line annexed hereto and marked **Annexure ‘B’**.

(D). The Societies granted development rights to the said M/s. Agnel Developers LLP (being the predecessor-in-title to the Promoter), for redevelopment of the buildings situate on a portion of the Larger Land for the consideration and on the terms and conditions contained therein.

Sr. No.	Date	Development Agreements	Society	Land Area (sq. mtrs.)	Buildings/Additional Allotment	Regn. No.
1.	26 th February 2005	DA 1	Pant Nagar Satyavijay Co-operative Housing Society Limited	721.84	252 to 257	BDR-3/2438 of 2005
			Pant Nagar Adarsh Co-operative Housing Society Limited	981.00	300 to 307	
			Pant Nagar Shree Sainath Co-operative Housing Society Limited	721.84	280 to 285 (wrongly mentioned as 281 to 285 in the DA)	
			Pant Nagar Sagar Co-operative Housing Society Limited	981.00	272 to 279	
			Pant Nagar Chandrodaya Co-operative Housing Society Limited	981.00	286 to 293	
			Pant Nagar Vishranti Co-operative Housing	981.00	258 to 265	

			Society Limited			
			Pant Nagar Yashodham Co-operative Housing Society Limited	721.84	294 to 299	
2.	15 th September 2005	DA 2	Pant Nagar Samadhan Co-operative Housing Society Limited	721.84	266 to 271	BDR-7/6339 of 2005
3.	15 th September 2005	DA 3	Pant Nagar Ashtavinayak Co-operative Housing Society Limited	1358.92	244 to 251	BDR-7/6336 of 2005
4.	26 th February 2005, 15 th September 2005 and 15 th September 2005.	DA 1, DA 2 and DA 3	Societies	3264+5123+2298 = 10685	Transit Camp Plot + Drainage Pump Plot* + Open Spaces**	BDR-3/2438 of 2005, BDR-7/6339 of 2005 and BDR-7/6336 of 2005
			Total	18,855.28		

(Leased lands 7792.36 + Asthavinayak Additional Area 378.10 sq. mtrs. + 10685 sq. mtrs. Transit Camp Plot + Drainage Pump Plot* + Open Spaces = 18855.46 sq. mtrs.)

* Drainage Pump Plot admeasuring 5123 sq. mtrs., erroneously mentioned as 3390 sq. mtrs in the recitals of DA 1, DA 2 and DA 3.

** Open Spaces admeasuring 2298 sq. mtrs., erroneously mentioned as 1527 sq. mtrs in DA 2 and DA 3.

(E). In pursuance of the said Development Agreements referred to hereinabove, the following powers of attorney were executed:

- i. Power of Attorney dated 08th April 2005 registered with the Sub Registrar, Kurla-1 under serial no. BDR-3/02561 of 2005 executed by EWS Tenants Association in favour of Mr. Rajen Vasant Dhruv, partner of Ms. Agnel Developers read with

Substituted Power of Attorney dated 19th March, 2019 registered with the Office of Sub Registrar of Assurances under Serial no. KRL-4/2971 of 2019 executed by Mr. Rajen Vasant Dhruv in favor of Mr. Vinod Pillai and Mr. Anup Singh to be attorneys of EWS Tenants Association

- ii. Power of Attorney dated 20th October 2005 registered with the Sub Registrar, Kurla-2 under serial no. BDR-7/6340 of 2005 executed by Pant Nagar Samadhan Co-operative Housing Society Limited in favour of Mr. Rajen Vasant Dhruv, partner of Ms. Agnel Developers read with Substituted Power of Attorney dated 19th March, 2019 registered with the Office of Sub Registrar of Assurances under Serial no. KRL-4/2973 of 2019 executed by Mr. Rajen Vasant Dhruv in favor of Mr. Vinod Pillai and Mr. Anup Singh, to be attorneys of EWS Tenants Association
- iii. Power of Attorney dated 20th October 2005 registered with the Sub Registrar, Kurla-2 under serial no. BDR-7/6337 of 2005 executed by Pant Nagar Ashtavinayak Co-operative Housing Society Limited in favour of Mr. Rajen Vasant Dhruv, partner of Ms. Agnel Developers read with Substituted Power of Attorney dated 19th March, 2019 registered with the Office of Sub Registrar of Assurances under Serial no. KRL-4/2972 of 2019 executed by Mr. Rajen Vasant Dhruv in favor of Mr. Vinod Pillai and Mr. Anup Singh to be attorneys of EWS Tenants Association.;

(F). Pursuant to the above, M/s. Agnel Developers LLP (being the predecessor-in-title to the Promoter) constructed a new building nine wings and each having stilt and eight upper floors on an area of land admeasuring 9,303.57 sq. mtrs. (hereinafter referred to as the “**Societies Rehabilitated Portion**”) out of the Larger Land. Thereafter, pursuant to and in accordance with the terms and provisions of the registered Deed of Partnership dated 28th August, 2018 read with the LLP Agreement dated 27th October, 2021, the Promoter became entitled to exclusive rights and entitlements in respect of the development of the Larger Land admeasuring 18,855.28 sq. mtrs. The Promoter has received all approvals and NOC for the area admeasuring 18,280.02 sq. mtrs.

(G). Now the Promoter has identified and earmarked portions of the Larger Land (less the Societies Rehabilitated Portion), that is, land admeasuring in the aggregate 9,551.71 sq. mtrs. (“**Entire Free Sale Land**”) in the following manner, that is: (i) area admeasuring 5713.85 sq. mtrs. in CTS. No. 194A/9/10 (Part) Plot G and more particularly described in the Third Schedule (hereinafter referred to as “**said Project Land**”) by constructing a complex thereon in the name and known as “*The Views*” to be developed in two phases over a period of time, that is, Phase 1 would comprise of Tower A and Tower B (hereinafter referred to as “**Phase 1**”) and Phase 2 would comprise of Tower C & D known as “*The Views II*” (hereinafter referred to as “**Phase 2**”). Phase 1 and the Phase 2 jointly herein are referred to as (“**said Project**”), (ii) the area admeasuring 3837.86 sq. mtrs shall be Balance Free Sale Area on CTS No. 194A/9/11 Plot H being part of future development as Phase 3 (“**Phase 3 Land**”) upon which the Promoter will be undertaking the development and construction thereon in future (“**Phase 3 Project**”) The development and construction of Phase 2 and Phase 3, forms part of the future development.

(H). The Promoter has evolved a scheme of development in regards to the Entire Free Sale Land which, inter alia, involves: (i) the construction of the said buildings and the Common Areas

& Amenities in respect of said Project and Phase 2, and the Phase 3 Project by utilisation of such part of the Aggregate Development Potential as the Promoter deems fit, in its discretion, and (ii) the allotments and sales, by the Promoter of the Premises in Phase 1, Phase 2, on an “ownership basis” under the applicable provisions, from time to time, of MOFA (as applicable) and of RERA, and/or the grant of leases, tenancies, licences, and/or any other alienation or disposed of such Premises, as the Promoter deems fit, in its discretion.

(I). The Promoter is constructing and providing certain common area, amenities, facilities and specifications more particularly described in the Statement annexed hereto and marked **Annexure “F”** (hereinafter referred to as the said “**Common Areas & Amenities**”) in Phase 1 and Phase 2. Furthermore, these Common Areas & Amenities constructed by the Promoter in the Project Land shall be used jointly by all the allottees, purchasers and occupants from time to time of Phase 1 and Phase 2 only in the manner as may be decided by the Promoter, and the Allottee/s shall not object to the same in any manner whatsoever. The Allottee/s shall be entitled to use such Common Areas & Amenities, subject to the rules, regulations / guidelines framed by the Promoter and / or the Entity & Organisation (defined hereunder) as the case may be. The Allottees has been informed and is aware that the Promoter shall be developing Phase 3 Project together with the common areas, amenities, facilities and specifications to be provided therein in future and the Allottee further agrees and acknowledges that he/she/they/it shall only be concerned with the Common Areas & Amenities in Project Land alone.

(J). The Project has received below approval from respective authorities. The copies of which are annexed and marked as “Annexure

Approval Name	Issued by	Reference no	Dated	Annexure
Intimation Of Approval	MHADA	MH/EE/(B.P)/GM/MHADA-1/404/2022	24 th June, 2022.	C1
Commencement Certificate		MH/EE/(B.P.)/GM/MHADA-1/404/2022	19-01-2022	C2
Airport Authority of India NOC		AAI/RHQ/WR/NOC/SNCR/WEST/B/11 0811/011	04-01-2019	C3
Environment Clearance		SEIAA-2019/CR-102/ SEIAA	21-05-2019	C4

The Project has received the Commencement Certificate dated 19th January, 2022 from MHADA subject to the compliance of conditions mentioned in IOA dated 13th October, 2020 and Revised IOA dated 10 February, 2022 and further amended IOA dated 24th June, 2022

(K) The Promoters have registered the Phase 1 of the said complex known as “*The Views*” being Tower A and Tower B and Phase 2 being Tower C and Tower D (hereinafter referred to as “**said Project**”) under the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as “**Act**”) with the Real Estate Regulatory Authority read with 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 (“**Rules**”) bearing Registration Number for Tower A and Tower B is P51900031165 and Registration Number for Tower C and Tower D is P51900033194, which are available at website link <http://maharera.mahaonline.gov.in>. The authenticated copy of the registration certificate is annexed hereto as **Annexure “C-5”**.

(L). The Promoters have commenced the construction of the Project on a portion of the said Project Land which consists of residential tenements, commercial offices / spaces, dwelling units and premises of all kinds for residential, and /or any other authorized use and together with various infrastructure, amenities and facilities including provisions for parking spaces (dependent / independent / stack / tandem / puzzle / mechanical parking spaces) comprised in the following building/s (“**said Buildings**”).

	Tower A	Tower B	Tower C	Tower D
Basement	2	2	2	2
Stilt	1	1	1	1
Floors (proposed)	21	21	21	21
Building Area (square mtrs built-up area)	11,976.88	11,976.88	11,976.88	11,976.88

(M). The authenticated copies of Legal Title Report dated 20th January, 2022 issued by Advocate Ajay Basutkar along with the list of encumbrances on the Project annexed hereto and marked as **Annexure ‘E’** respectively. The Authenticated copies of the Property Register Card showing the nature of the title of the said Project Land on which the premises/ units/apartment are constructed or are to be constructed in the Project have been marked as **Annexure ‘A’**. The Allottee/s have verified and are satisfied with all the title documents and deeds, which entitles the Promoters to allot premises/ units/Flats in the said Project. The Promoters have obtained financial assistance such as Term Loan dated 2nd December, 2021 from HDFC Ltd for INR 250 Crs against security being mortgage of development Rights and charge on receivables on the entire Project.

(N). In relation, inter alia, to the Project, the Promoter has entered into an agreement and : (i) appointed the Project Architect M/s. Ellora Project Consultants Private Limited and the Project Engineer (Structural Consultant) M/s. Mahimtura Consultants Private Limited in respect of the design and execution of the Project and has accepted their professional supervision till the completion of the Project.

(O). The subject matter of this Agreement is an agreement to allot and sell a Flat in the said Project.

(P). The Allottee/s confirm that they have chosen to invest in the Project after exploring all other options of similar properties available with other developers/ promoters and available in re-sale in the vast and competitive market in the vicinity and further confirm that the booking in this Project is suitable for their requirement and therefore has voluntarily approached the Promoters for purchase of the Flat.

(Q). At the time of booking, the Allottee/s has been informed by the Promoters, the payment schedule, installments to be paid as the payment schedule agreed between the parties and other payments related terms and conditions including but not limited to interest payable on delayed payments and delayed possession. Upon agreeing and accepting the above, the Allottee/s has/have applied to the Promoters for allotment of Flat details of which, including flat number, the floor number, carpet area, situated in respective Tower and car parking details are more particularly detailed and described in **“Annexure “D”** and Fourth Schedule. The Allottee/s has made such application for booking by executing an Application Form. On the basis of such above application, the Promoters has offered to the Allottee/s the Flat as per terms and conditions mentioned below. The copy of the floor plan of the Flat agreed to be purchased by the Allottee/s, as sanctioned and approved have been annexed and marked and hatched in red colour thereto as **Annexure “H”**.

(R). The Allottee/s are offering to purchase with the full knowledge that the Promoter has obtained all necessary approvals from the competent authorities for the development of the said Project.

(S). The Allottee/s has/have approached, and applied to, the Promoter for allotment to the Allottee/s, of the Flat, with the benefit of the use of the Parking Space/s as amenity thereto. In this regard, the Allottee/s has/have demanded from the Promoter, and the Promoter has given to the Allottee/s, inspection of the documents and records relating to the Larger Land including the Project Land, and the Project, as well as all other documents specified under RERA including the current Plans and Approvals as required to be disclosed. The Allottee/s has/have satisfied himself/herself/themselves/itself in respect thereof, including the title of the Promoter to the Project Land, and the Promoter’s right to develop the Project Land and its status. The Promoter shall not be obliged to provide, and the Allottee/s is/are not entitled to require, any further investigation in respect of the Promoter’s title, and no further objection and/or requisition shall be raised by the Allottee/s in respect thereof.

(T). Prior to the execution of these presents, the Allottee/s has/haves paid to the Promoter such sums only as mentioned in **Annexure “G”**, being part payment of the Sale Consideration of the Flat agreed to be sold by the Promoters to the Allottee/s (the payment and receipt whereof the Promoter hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the Sale Consideration and Other Charges in the manner appearing in the payment schedule mentioned in **Annexure “ G”** and **Annexure ‘J’**, respectively as may be demanded by the Promoter.

(U). The Allottee/s has represented and warranted to the Promoters that the Allottee/s has the authority and eligibility to enter into and perform these presents and has clearly understood his rights, duties, responsibilities and obligations under these presents. The Allottee/s hereby undertake/s that he/she/they shall abide by all laws, rules, regulations, notifications and terms and shall be liable for defaults and/ or breaches of any of the conditions, rules or regulations as may be applicable to the said Project and the Flat.

(V). Based upon the agreements, confirmations and undertakings of and applicable to the Allottee/s herein, including to observe, perform and comply with all terms, conditions and provisions of this Agreement, the Promoter has agreed to allot and sell the Flat to the Allottee/s, strictly upon and subject to the terms, conditions and provisions hereof.

(W). Under the provisions of RERA and MOFA (as applicable), the Parties are required to execute an Agreement for Sale, being this Agreement, and to register the same under the provisions of the Indian Registration Act, 1908.

NOW IT IS HEREBY AGREED, BY AND BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE 1 - DEFINITIONS & INTERPRETATION

1.1 Definitions

1.1.1 “**Additional Areas**” means other areas that would form a part of the Project, including certain Common Areas & Amenities, such as staircases, lifts, refuge areas, pump rooms in basements, underground tanks, sewerage treatment plant, electric substation, parking and services areas etc. which would be available and/or developed with or without payment of premiums or other charges.

1.1.2 “**Aggregate Development Potential**” means the entire current, enhanced, future and estimated/projected/envisaged, FSI, Premium FSI, Prorata FSI, FAR, DR, DRCs, TDR, 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, 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, including by way of hand over and/or transfer, to any Governmental Authority or persons, of any or all of the Reservations or any part/s of the Larger Land including the Project Land. Aggregate Development Potential shall, at the Promoter’s discretion, be distributed and apportioned, from time to time in accordance with Applicable Law amongst any of the Buildings in the Project and the Other Projects, to any extent. The Promoter contemplates that an overall FSI/FAR of 5.03 on the net plot area shall, be available in respect of the Larger Land, and on the basis thereof the Promoter currently estimates the Aggregate Development Potential to be approximately Ninety Two Thousand sq. mtrs. on the Larger Land. It is clarified that Additional Areas are not included in, and are over and above, the aforesaid (estimated) Aggregate Development Potential.

1.1.3 “**Aggregate Payments**” means all amounts, charges, deposits, interest, damages, liabilities, contributions including fund contributions and corpus, etc., including the Purchase Price, Interest, Liquidated Damages, and Taxes payable, agreed to be paid, and/or required to be paid by the Allottee/s herein and in relation to, and/or in pursuance of, the agreement for allotment and sale herein;

1.1.4 “**Agreement**” means this Agreement, including all recitals and schedules herein and all annexures hereto, and also includes any modification hereof reduced to writing and executed by the duly authorised representative/s of the Promoter and by the Allottee/s; which writing shall be expressed to be supplemental to, or as a modification or amendment of, this Agreement.

1.1.5 “**Allottee/s Event of Default**” includes the occurrence of all or any of the following events:

1.1.5.1 the Allottee/s delaying, or committing default in making, and/or failing, refusing, or neglecting, to make payment of any of the Aggregate Payments, or any part/s thereof on or before respective due dates; and/or,

1.1.5.2 the Allottee/s committing any breach or default of, or not being in observance, performance, or compliance with any of the terms, conditions, covenants, undertakings, representations and/or warranties contained in this Agreement, and/or as given by him/her/them/it under this Agreement, and/or of any Approvals and/or Applicable Law, etc.; and/or,

1.1.5.3 the Allottee/s being convicted of any offense involving moral turpitude; and/or,

1.1.5.4 execution, or other similar process, being issued and/or levied against the Allottee/s, and/or any of the Allottee/s assets and properties; and/or,

1.1.5.5 the Allottee/s receiving any notice from Governmental Authority, and/or any foreign state or government, and/or any authorities of any foreign state or government, under any laws, rules, or regulations, and/or the Allottee’s involvement in any money laundering and/or illegal activity/ies, and/or the Allottee/s being declared to be proclaimed offender and/or a warrant being issued against him/her/them/it under any laws, rules, or regulations;

1.1.6 “**Applicable Law**” includes all laws, rules, regulations, development control rules and regulations including the Proposed DCR, orders, judgments, decrees, ordinances, guidelines, notices, notifications, schemes, Government Resolutions (GRs) and directions, the Approvals, and the terms and conditions thereof, as may be issued, or imposed, or required, or mandated, in any manner by any Governmental Authority, or courts of law, or judicial or quasi-judicial bodies or authorities, and as are, or may be, in force from time to time, and/or the Project, and/or Project Land, or any part/s thereof; all being of the Republic of India.

1.1.7 “**Approvals**” includes all approvals, permissions, sanctions, licences, and no objection certificates/letters, by whatever name called, obtained, in the process of being obtained, and to be obtained, under Applicable Law, as the Promoter may consider necessary and expedient, and/or as required by any Governmental Authority, inter alia, in relation to the development of the Project, and/or, inter alia, in relation to the Project Land, or any part thereof, and includes specifically: (1) the current Plans sanctioned in

respect of the Project, and (2) the Intimation of Approval, Commencement Certificate issued by the MCGM, MHADA, No Objection Certificate from Airport Authority of India and Environmental Clearance issued by MOEF in respect of the Project copies whereof are annexed hereto and marked **Annexures ‘C-1’, ‘C-2’, ‘C-3’ and ‘C-4’** respectively, together with all further intimation of approval, no objection certificates, environmental clearance, commencement certificates and other approvals, permissions, sanctions, licenses, no objection letters/certificates, and together with renewals, extensions, revisions, amendments and modifications thereof, from time to time, as the Promoter may consider necessary and expedient, in its discretion, and/or as required by the MHADA, MCGM, and/or any Governmental Authorities.

1.1.8 **“Booking Amount”** means the earnest money/deposit stated in **Annexure ‘G’** hereto and payable to the Promoter.

1.1.9 (i) **“Carpet Area”** means the net usable floor area of a Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat and is as per RERA, and (ii) **“Exclusive Areas”** means exclusive balcony appurtenant to the Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the Flat for exclusive use of the Purchaser/s and other areas appurtenant to the Flat for exclusive use of the Purchaser/s.

1.1.10 **“Legal Title Report”** shall have the meaning ascribed to in Recital (M).

1.1.11 **“Common Areas & Amenities”** shall have the meaning ascribed to in Recital (I)

1.1.12 **“Confidential Information”** shall have the meaning ascribed to it in Article 20.

1.1.13 **“Society Corpus”** shall mean the fund constituted or to be constituted for the matters specified in Annexure “J” herein

1.1.14 **“Day”** means the working day, in the State of Maharashtra as notified by State Government of Maharashtra from time to time.

1.1.15 **“Date of Offer of Possession”** means the date of offer of possession of the Flat in terms of Article (5) hereinbelow; which is currently estimated by the Promoter, to be the date stated in **Annexure ‘D’** hereto.

1.1.16 **“DRC”** means a Development Rights Certificate.

1.1.17 **“Development Documents”** shall have the meaning ascribed to it in Recitals (D) and (E) hereinabove

1.1.18 **“Entire Free Sale Land”** shall have the meaning ascribed to it in Recital (G) hereinabove.

1.1.19 “**Entity & Organisation**” means a co-operative society under the Maharashtra Co-operative Societies Act 1960, and/or any other entity, organisation, association, or body, referred to in, or permitted under, RERA;

1.1.20 “**EWS Land**” shall have the meaning ascribed to it in Recital (C) hereinabove.

1.1.21 “**EWS Land Assignment**” shall have the meaning ascribed to it in Article (14)

1.1.22 “**EWS Lease Deed**” shall have the meaning ascribed to it in Recital (C) hereinabove.

1.1.23 “**EWS Tenants Association**” shall have the meaning ascribed to it in Recital (C) hereinabove.

1.1.24 “**FAR**” or “**FSI**” means floor area ratio/floor space index based on which Aggregate Development Potential is determined.

1.1.25 “**Financial Year**” means a financial year as stipulated by Income Tax Act, 1961 and the Companies Act, 2013, presently being from 1st April of a calendar year and ending on 31st March of the immediately succeeding calendar year.

1.1.26 “**Flat**” means the proposed residential dwelling unit in the said Building described in **Annexure ‘D’** hereto, which is shown on the floor plan thereof annexed hereto and marked **Annexure ‘H’** and which is more particularly described in the **Fourth Schedule** hereto.

1.1.27 “**Flat Amenities**” shall have the meaning ascribed to it in Article (2.2.1) hereinbelow.

1.1.28 “**Force Majeure Event**” includes any: (1) acts of God, wars, police actions, or hostilities (whether declared or not), invasions, acts of foreign enemies, rebellions, terrorism, revolutions, insurrections, military or usurped powers, or civil wars, riots, commotions disorders, strikes or lockouts, munitions of war, explosive materials, ionising radiation or contamination by radioactivity, natural catastrophes, lockdown, pandemics and epidemics (2) breach, delay or default of the Allottee/s in complying with his/her/their/its obligations, duties and liabilities under this Agreement and/or Applicable Law, (3) hindrance, interference, or obstruction, suffered by the Promoter, in relation to the Project Land, or any part thereof, and/or the development of the Project Land, and/or the Project, (4) claim, dispute, or litigation, which affects the Project Land, or any parts thereof, and/or the Project, (5) notice, order, judgement, decree, rule, regulation, notification or directive, and/or policies of, Governmental Authorities and/or terms and conditions or any Approvals, which affects the Project Land, and/or the development thereof, and/or the Project, (6) prohibitory order being passed by any Governmental Authorities, which affects, or hinders, the Project Land, and/or the development thereof or any part thereof, and/or the Project, (7) delay or refusal in issue of any Approvals, including occupation certificate/s, as may be required in respect of the Project, and/or the Buildings, and/or the Common Areas & Amenities to be issued by any Governmental

Authority, and (8) non-availability, or short, or infrequent, supply, of steel, cement, other building materials, water or electric supply/connections, or drainage/sewage connections or labour, workers, TDR, etc.; not due to a default by the Promoter.

1.1.29 “**Governmental Authority**” means the Government of India, the State Government of Maharashtra, and any local or other government, and any ministry, department, agency, officer, commission, court, judicial or quasi-judicial body or authority, statutory or public authority or body, or other body or person exercising executive, legislative, judicial, regulatory or administrative functions of a government; and includes MHADA, the MCGM, the City Survey Office, the Real Estate Regulatory Authority constituted by the State Government of Maharashtra under the RERA, and any other concerned bodies or authorities.

1.1.30 “**Holding Charges**” means the separate/independent pre-estimated and fixed charges in addition to (and not in substitution of) Interest, calculated at the rate of Rs. 25/- (Rupees Twenty-five Only) per square foot Carpet Area (inclusive of Exclusive Area) (as per RERA) of the Flat, per month.

1.1.31 “**Indemnified Parties**” shall mean the Promoter, Promoter Affiliates and the PMC, and their respective directors, partners, shareholders, constituents, representatives, officers, employees, servants, agents, and all persons claiming under them, and their respective successors and assigns.

1.1.32 “**Informative Materials**” means all advertisements, publicity, or promotions, of whatsoever nature in respect of the Project Land, and/or the Project, in any media, including print, and/or electronic, and/or digital media, and includes writings, brochures, leaflets, pamphlets, handouts, presentations, advertisements, oral or written representations, made and/or published, and/or generated by, or on behalf of, the Promoter, and any other such information or materials as may be made, or published by, or on behalf of the Promoter; and includes publicity reports and show/sample flat with fixtures, fittings and amenities etc., provided therein.

1.1.33 “**Intellectual Property**” means the word mark “Adani” and any combination of words in which such name and word mark is used and any word, name, device, symbol, logos, corporate names, insignia, emblems, work marks, slogan, design, brand, service mark, service names, trade name, trade dress, patents, circuit layouts, business and domain names, copyrights, other distinctive feature or any combination of the aforesaid, whether registered or unregistered, and used in connection with the businesses and activities of the Promoter and/or in respect of the Project Land and/or the developments and projects to be undertaken thereon from time to time (with all amendments, upgrades, additions or improvements thereto), and product configuration, industrial design, or trade secret law or any other laws with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials and all recordings, graphs, designs, drawings, reports, analyses, other writings and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in

any part of the world, for the full term of such rights, including any extension to the terms of such rights.

1.1.34 “**Interest**” shall mean interest payable at the rate of two percent above the State Bank of India highest Marginal Cost of Lending Rate or such interest as applicable under the Ownership Act from time to time;

1.1.35 “**Larger Land**” shall have the meaning ascribed to it in Recital (A) hereinabove.

1.1.36 “**Maintenance Company**” means the Promoter and/or any agency to be appointed by the Promoter for managing the affairs and management post construction until such management is handed over to the association of the purchasers of the flats in the Buildings and Project.

1.1.37 “**MCGM**” means the Municipal Corporation of Greater Mumbai.

1.1.38 “**MHADA**” means the Maharashtra Housing and Area Development Authority, statutory authority constituted with effect from 5th December, 1977, vide Government Notification of the Public Works and Housing Department of the State Government of Maharashtra, bearing No. ARB-1077 (1) Desk-44 dated 5th December, 1977, and now constituted under, and governed by, the Maharashtra Housing and Area Development Act, 1976 and a designated Planning Authority for MHADA Layout as per Government regulation No. TPB4315/167/CR-5/2015/UD-11 dated 23rd May, 2018

1.1.39 “**MOFA**” means the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963

1.1.40 “**Other Charges & Deposits**” shall mean the charges and deposits including Society Corpus, which are set out in the statement annexed hereto and marked **Annexure ‘J’**, which are based on the Carpet Area (inclusive of Exclusive Area)(as per RERA) of the Flat, and any of which may, as determined by the Promoter, in its discretion, be calculated, or based, on the Carpet Area (inclusive of Exclusive Area)(as per RERA) of the Flat, or as a fixed or lumpsum charge, or otherwise on any other basis.

1.1.41 “**Other Projects**” means the proposed development of Phase 2 and Phase 3, comprising of building/s and structure/s, including for residential, commercial, retail, and recreational user/s, as determined by the Promoter in the Promoter’s discretion.

1.1.42 “**Parking Space/s**” means the parking space/s referred to in the Statement annexed hereto at **Annexure ‘D’**, and in the **Fourth Schedule** hereunder written. The Promoter shall be entitled in its discretion as it deems fit to allocate and distribute all parking spaces in respect of the Project between any Premises in the Project.

1.1.43 “**Parties**” means the Promoter and the Allottee/s and the term “Party” shall be construed accordingly.

1.1.44 “**Plans**” means the plans, drawings and layout as currently approved and sanctioned by MHADA and/or MCGM and concerned Governmental Authorities in respect of the Project, and includes plans, drawings and layouts as may, from time to time, be submitted by the Promoter in its discretion, in respect of the Project, and/or parts thereof, and/or as may be sanctioned and approved from time to time; together with any amendments, alterations, modifications, additions, extensions, renewals, etc. in respect thereof as the Promoter may consider necessary and expedient, in its discretion, and/or as required by any Governmental Authority.

1.1.45 “**Premises**” means an area, or space, designated by the Promoter, in its discretion, for residential, and/or commercial, and/or retail, and/or any other uses.

1.1.46 “**Project Completion**” mean the full completion, as determined by the Promoter in its discretion, of the Project. The Promoter estimates the date of 31st December, 2025 with an automatic grace period of one (1) year, subject to Force Majeure and / or in normal circumstances; provided always that the Promoter shall always be entitled to complete the Project on an earlier date in its discretion.

1.1.47 “**Promoter Affiliates**” means any company/ies, entity/ies, concern/s or person/s who/which is/are nominee/s of, and/or group, holding, or affiliate, or subsidiary company/ies, entity/ies, or concern/s, of the Promoter, and/or associated, or affiliated, with the Promoter by contract, or otherwise.

1.1.48 “**Promoter’s Bank Account/s**” means the bank account/s as may be designated and operated from time to time by the Promoter for payment and deposit by the Allottee/s of the Aggregate Payments, or any part/s thereof.

1.1.49 “**Purchase Price**” means the Sale Consideration and Other Charges & Deposits payable by the Allottee/s.

1.1.50 “**PMC**” shall mean any entity/ies, or organisation/s, or agency/ies, or person/s, engaged and appointed, from time to time, by the Promoter, and/or Promoter Affiliates, in its/their discretion, for the management, and/or maintenance, and/or repairs, of the Project Land, and/or the Buildings, and/or the Common Areas & Amenities, or any of them.

1.1.51 “**RERA**” means the Real Estate (Regulation and Development) Act, 2016.

1.1.52 “**Sale Consideration**” means the consideration payable by the Allottee/s in respect of the Flat, as stated in **Annexure ‘G’** hereto.

1.1.53 “**Taxes**” means all present, future, and enhanced taxes, charges, imposts, dues, duties, levies, cess, impositions, fines, penalties, etc, by whatever name called, imposed/levied under any Applicable Law, and/or by Governmental Authorities, attributable to, and/or in relation to, and/or arising from, and/or imposed or levied upon, the agreement for allotment and sale herein, and/or the Flat, and/or the Parking Space/s, and/or this Agreement, and/or upon the Purchase Price and/or any or all of the other

Aggregate Payments referred herein, and/or upon the Entity & Organisation to be formed in respect of the Project, and/or in respect of the documents and writings to be executed in their favour, as contemplated herein, and/or otherwise; and includes goods and services tax, education tax/cess/charges, , TDS, GST and its effect, Krishi Kalyan Cess, Swach Bharat Cess, Land under construction tax, local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any other taxes, imposts, impositions, levies, or charges, in the nature of indirect tax, or in relation thereto, that is/are imposed or levied by any Governmental Authority.

1.1.54 “**TDS**” means tax deducted at source, under the Income Tax Act, 1961.

1.1.55 “**TDS Certificate**” means a certificate evidencing payment of TDS, presently in Form 16B under the Income Tax Act, 1961.

1.1.56 “**Unsold Premises**” means unsold, un-allotted, un-earmarked units and areas etc. in the Project

1.2 The recitals, schedules and annexures in and to this Agreement form an integral part of this Agreement, and in the interpretation of this Agreement and in all matters relating to the agreement herein, this Agreement shall be read and construed in its entirety.

1.3 In this Agreement:

1.3.1 unless the subject or context otherwise requires, reference to the word “*include*”, “*includes*” or “*including*” shall be construed as without limitation;

1.3.2 reference to the terms “*herein*”, “*hereto*”, “*hereof*”, or “*thereof*”, and any other similar terms refer to this Agreement and not to the particular provision in which the term is used, unless the subject or context otherwise requires;

1.3.3 reference to any one gender, masculine, feminine, or neutral, includes the other two, and the singular includes the plural and vice versa, unless the subject or context otherwise requires;

1.3.4 reference to an “*amendment*” includes a supplement, modification, novation, replacement, or re-enactment, and the term “*amended*” is to be construed accordingly unless the subject or context otherwise requires;

1.3.5 bold typeface, headings and titles are used for convenience of reference only and shall not affect the construction of this Agreement, and/or limit, extend, or define any of the terms, conditions and provisions hereof;

1.3.6 when any number of Days is prescribed in any document, the same shall be reckoned exclusively of the first and inclusively of the last Day;

1.3.7 wherever the Allottee/s has confirmed, and/or accepted, and/or acknowledged, and/or agreed to, and/or given any undertaking in respect of, any act, deed, matter,

thing, item, action, or term or provision of this Agreement, the same means, and shall be deemed to mean, the irrevocable and unconditional confirmation, acceptance, acknowledgement, agreement, undertaking, declaration, representation and warranty on the part of the Allottee/s, in respect of, and/or in relation, to such act, deed, matter, thing, item, action, or provision;

- 1.3.8 wherever reference is made to the “*discretion of the Promoter*”, or “*Promoter’s discretion*”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the sole, absolute and unfettered discretion of the Promoter, which irrevocably binds the Allottee/s and all other concerned persons, and which shall not be called into question, and/or challenged, and/or disputed in any manner, on any grounds whatsoever, by the Allottee/s and all concerned persons;
- 1.3.9 wherever reference is made to the “*entitlement*” of the Promoter, and/or the Promoter being “*entitled*”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the full complete, absolute, exclusive and unfettered entitlement and liberty of the Promoter in its sole discretion, over, and/or in relation, to the act, deed, matter, or thing in question;
- 1.3.10 time is of the essence in respect of the performance by the Allottee/s of all his/her/their/its obligations, including financial obligations. If any time period specified herein is extended in writing by the Promoter in its discretion, such extended time period shall also be of the essence;
- 1.3.11 all Aggregate Payments shall be paid by the Allottee/s on or before the due dates for payment thereof, and/or as demanded by the Promoter, without any delay, demur, default, dispute, or deduction, whatsoever;
- 1.3.12 references to recitals, articles, clauses, schedules and annexures shall be reference to the recitals, articles, clauses, schedules and annexures contained in, or annexed to, this Agreement, as the case may be;
- 1.3.13 references to laws, rules or regulations, or to any provision/s thereof, shall include references to any such law, rules and regulations as they may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation, including rules or regulations, made from time to time under that provision;

ARTICLE 2 - FLAT, FLAT AMENITIES & PARKING SPACE

- 2.1 Subject to and upon the terms, conditions and provisions hereof, including payment by the Allottee/s of the Aggregate Payments, the Promoter hereby agree/s to allot and sell to the Allottee/s, and the Allottee/s hereby agree/s to purchase and acquire from the Promoter, on what is commonly known as “ownership basis” in terms of RERA and MOFA (as applicable), the Flat and in terms of Article (5) of this Agreement, the use, as an amenity attached to the Flat, of the Parking Space/s, solely and exclusively for the parking of the Allottee/s light motor vehicle/s, for no other purposes whatsoever, including not for

storage, or any commercial purpose, or for parking of any other vehicles, and not for parking of any large, or extra-large, vehicles. It is understood by the Allottee/s that the benefit of the use of the Parking Space/s is made available to the Allottee/s by virtue of the Allottee/s holding the Flat in the said Building and it is expressly clarified and agreed that such right shall get automatically transferred with the transfer of the Flat.

2.2 Flat Amenities:

2.2.1 The Promoter shall install and/or provide the Flat Amenities listed in the Statement annexed hereto and marked **Annexure "I"**, in, and/or in respect of, and/or in relation to, the Flat.

2.2.2 The Allottee/s has been informed and is aware that (i) all natural materials, including, marble, granite, natural timber etc., contain veins and grains with tonality differences, and while the Promoter shall pre-select such natural materials for installation in the said Building, and/or the Flat, and/or that form a part of the Flat Amenities their non-conformity, natural discoloration, or tonal differences/variations at the time of installation will be unavoidable, (ii) the warranties of equipment, appliances and electronic items installed in the Flat by the Promoter shall be as per the standard warranties provided by the manufacturer only and accordingly any defect in such equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system/equipment installer/manufacturer only with the Promoter having no liability or obligation for the same) and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non comprehensive annual maintenance contracts shall be obtained by the Allottee/s. The equipment, appliances and electronic items which form a part of the Flat Amenities shall be maintained, serviced and repaired by third party manufacturers, suppliers and dealers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, appliances and electronic items are maintained, serviced and repaired with, in any manner by any person other than the authorized third party manufacturers, suppliers and dealers then the warranties above shall be rendered void and the in any event whatsoever, Promoter shall never be held liable or responsible in respect thereof.

2.2.3 For betterment thereof and/or for quality control purposes and/or due to non-availability or short supply, any of the Flat Amenities and/or materials or items used, or comprised therein, may be altered, amended, or substituted, and/or materials or items of a similar nature materials or items may be provided.

2.3 Dimensions/areas marked in the plans are for bare units and are subject to variation to the extent of 3% (three percent), on account of structural and/or other engineering tolerances and various finishes such as plaster, paint and tiles which are applied to various surfaces while finishing of the Flat. The Allottee accept the same and agree that he/she/they/it shall not claim any adjustment, or reduction, in the Sale Consideration on account of such variation (if any). If there is variation in the area within the cap of (+/-) 3% (three percent) then, neither Parties shall not have any claim or demand against each other. However, if the Carpet Area (as per RERA) of the constructed Flat increases or

decreases over and above the variation/tolerance referred above, the Sale Consideration shall vary accordingly, that is: (i) if there is a reduction in the carpet area (as per RERA) over 3%, then the amount towards such differential area over and above 3% shall be adjusted by Promoter at the time of offering possession of the Flat, and (ii) if there is an increase in the carpet area (as per RERA) over 3%, then the amount towards such differential area over and above 3% shall be payable by Allottee to the Promoter prior to taking possession of the Flat. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this article, shall be made at the same rate per square meters on pro-rata/proportionate basis.

ARTICLE 3 - SALE CONSIDERATION

- 3.1 The Allottee/s agree/s and undertake/s to pay to the Promoter, the Sale Consideration in instalments, strictly in accordance with the schedule of payment set out in the Statement annexed hereto and marked **Annexure “G”**, and in terms of and subject to the terms and provisions of this Article (3), or within fifteen (15) Days from the date of a written demand being made by the Promoter, as directed by it.
- 3.2 The Allottee has paid to the Promoter a sum of **Rs./- (RupeesOnly)** out of the Sale Consideration excluding taxes (the payment and receipt whereof, Promoter doth hereby admits and acknowledges and acquits, releases and discharges the Allottee from the payment thereof) being the earnest money / part consideration on or before the execution of this Agreement and agrees to pay the balance sum of **Rs./- (RupeesOnly)** plus taxes as applicable in the manner as more particularly set out in **Annexure “G”** hereto annexed, for the Flat only, time being of the essence of this Agreement.
- 3.3 The Promoter shall be entitled to securitise the Purchase Price 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.
- 3.4 In case of any financing arrangement entered by the Allottee with any bank or financial institution with respect to the purchase of the Flat, the Allottee undertakes to direct such bank or financial institution to and shall ensure that such bank or financial institution does disburse/pay all such amounts forming part of the Purchase Price as due and payable to the Promoter on the respective dues date through an account payee cheque/demand draft/pay order/wire transfer/any other instrument in favour of the Designated Account, as the case may be. Any payment made into favour of any other account other than the Designated Account and/or any other account as may be instructed in writing by the Promoter as mentioned above shall not be treated as payment towards the Flat and shall be construed as a breach on the part of the Allottee.
- 3.5 The Allottee hereby agrees and undertakes to and it shall be obligatory and mandatory upon the Allottee to, in addition to the Sale Consideration, be liable to bear, pay and discharge his/her/its/theirs Other Charges & Deposits as set out in the Statement annexed hereto and marked **Annexure ‘J’** within 15 Days from the Date of Offer of Possession. The Other Charges & Deposits are non-refundable, and shall not carry any interest. The Promoter shall never be liable, at any time, to render account of such amounts/payments

to the Allottee/s, and/or to the Entity & Organisation. Without prejudice to any other right of the Promoter under this Agreement, the Promoter shall at their sole discretion be entitled to adjust the deposit(s) and/or advance maintenance charges and/ or any other amounts by whatsoever name called collected under this Agreement against any amounts due and/or maintenance charges and/or towards cost, charge, expense, taxes, duties, cess and other outgoings in respect of the Premises and/or the said Project and/or any part or portion thereof payable by the Allottee under this Agreement to the Promoter and/or its nominees and/or the competent authority. The amounts mentioned as Other Charges & Deposits are provisional and based on estimates. If there are any additional charges and/ or increase in the existing charges due to actual cost incurred or demand by statutory authority and/or any additional amenities, facilities or services as may be provided by the Promoter, as the Promoter may provide in the interest of or for better development of the said Project and/ or otherwise, any shortfall shall be paid by the Allottee/s no later than fifteen (15) Days from the Date of Offer of Possession. The Allottees agree and acknowledge that the Property Tax in respect of the Property after receipt of Occupation Certificate will be solely borne by the Flat Purchaser and shall be separately collected until the assessment is completed and till the Entity or Organisation is formed. The said Property Tax amounts shall be adjusted against the Society Corpus as collected from the Allottee.

- 3.6 The Purchase Price is exclusive of all Taxes (excluding stamp duty & registration charges) and any other present or future levies/taxes, cess, rates, taxes and assessments levied or imposed or penalty payable or levied or which may be levied and imposed or any new head of levy or taxes levied by concerned local or government body or authority in respect of the Flat or the transaction contemplated herein, as are or may be applicable and/or payable hereunder or in respect of the Flat or otherwise, now or in future. The Allottee confirms and agrees that the Taxes shall be solely borne and paid by the Allottee and the Allottee agrees to pay the same when they are levied, charged, become due and payable, without any demur, objection or set off, upon all the amount and charges payable under this Agreement, including the Purchase Price installments and the Promoter shall never have any liability or obligation in respect thereof. If any taxes (whether retrospective, or prospective, in nature) arise hereafter, including after the Date of Offer of Possession, the Allottee/s shall be solely liable to pay or reimburse (as directed by the Promoter in its discretion) such taxes including any interest and/or penalties and/or other amounts, charges and costs, if any, in respect thereof within fifteen (15) Days from the date of written demand made on the Allottee/s by the Promoter. The Allottee/s shall fully indemnify and keep indemnified and saved harmless the Indemnified Parties in respect of the matters stated above the non-payment or delayed payment, of the Taxes referred to above;
- 3.7 The Allottee shall also fully reimburse the expenses that may be incurred by Promoter consequential upon any legal proceedings that may be instituted by the concerned authority/ies against Promoter or vice versa on account of such liability arising out of non-payment of any of the Aggregate Payments by the Allottee.
- 3.8 The Allottee acknowledges and accepts that stamp duty and registration fees in relation to this Agreement is being borne and paid by the Promoter in compliance with the

Government Resolution No.TPS-1820/NO. 27/PR.CR. No.80/ 20/ Navi – 13 issued by the Maharashtra Government's Town Planning Department Government Resolution on 14th January 2021 read with Circular No.424/2021 dated 25th February, 2021

- 3.9 The Aggregate Payments should be made by way of cheque payable at par/Demand Draft/NEFT/RTGS towards the heads stated as under in the below mentioned accounts only:

Account Name	Towards	Bank Name	Account No.	IFSC
AGNEL DEVELOPERS LLP	Sale Consideration	HDFC Bank	59207506503865	HDFC0000835
AGNEL DEVELOPERS LLP	Other Charges & Deposits	AXIS Bank	918020099532765	UTIB0003414
AGNEL DEVELOPERS LLP	Taxes	AXIS Bank	918020099532765	UTIB0003414

- 3.10 The Promoter shall not accept payment by cash and/ or deposit of cash in the Designated Account of the Promoter and such payment shall not be accepted and continue to appear as outstanding against the said Flat. The Promoter shall accept payments towards the said Flat from the account/s of the Allottee/s only via Demand Drafts, cheque(s), RTGS and/or NEFT. It is clarified that payments received from any third parties / non- allottee/s will be returned to the remitter and such payment shall continue to appear as outstanding against the Flat. The Payments will be accepted by demand draft payments from the bank where the Allottee/s has/have taken a loan for the said Flat and guardian as per the application status making a payment on behalf of a minor's booking. The Promoter shall not accept payments from third parties under the following criterion:

- 3.10.1 Payments made by Allottee's/s' family member/ friend (parents, spouse, siblings etc.);
- 3.10.2 Payments made by a Company on behalf of the Allottee/s (where such Allottee/s is a shareholder of such Company);
- 3.10.3 Individual making payment on behalf of the company being the Allottee/s (in case of Company booking)
- Demand draft will not be accepted unless accompanied by a letter from the bank stating that the funds are from Allottee/s account only, the exception being DDs/Banker's cheque received from the mortgagor bank of the Allottee/s.

- 3.11 Allottee agrees that intimation forwarded by Promoter to the Allottee that a particular stage of construction is initiated and/or completed shall be valid and binding upon the Allottee, save and except for such intimation from the Promoter as provided under this Article, it shall not be obligatory for the Promoter to send reminders regarding the payments to be made by the Allottee as per the terms of this Agreement, and the Allottee shall make all payments to the Promoter on or before the due dates, time being the essence of this Agreement.

- 3.12 The Allottee/s is/are aware of the applicability of TDS with respect of the Flat. Further, the Allottee/s is aware that the Allottee/s has/have to deduct the applicable TDS at the

time of making of actual payment of any amount to the Promoter under this Agreement or credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Allottee/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961 to the Promoter and the TDS amount, shall be acknowledged/credited by Promoter only upon Allottee/s submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site. Provided further that, if any such certificate is not produced, the Allottee/s shall pay equivalent amount as interest free deposit to the Promoter, which deposit shall be refunded by the Promoter to the Allottee/s, upon the Allottee/s producing such certificate. It is hereby agreed that until receipt of the certificate as aforesaid, the Promoter shall not be liable to handover possession of the Flat to the Allottee/s.

- 3.13 In the event any additional charges are payable by the Allottee/s to the Promoter due to any utility services and/ or any direct/ indirect taxes/duties, impositions, charges, both present and future, as levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the Flat and/or the transaction contemplated herein and/or in respect of the Purchase Price and/or the other amounts which amounts are over and above the Other Charges & Deposits, then the same shall be payable by the Allottee/s in addition to the Purchase Price of the said Flat within seven (7) days from the date the Promoter has demanded the same.
- 3.14 Time for payment of the aforesaid installments and other amounts payable under this Agreement shall be of the essence of this Agreement and the Allottee shall, without prejudice to its other rights available in law and under this Agreement, be liable to pay Interest on all delayed payments, from the due date till the date of receipt of amounts or realization of the cheque by the Promoter, whichever is later. Part payments shall not be accepted.
The aforesaid conditions will form part and parcel of fundamental terms of this Agreement.
- 3.15 The Promoter shall not be liable to refund any amounts paid by the Allottee towards TDS, local body tax (LBT), GST and/or any other taxes, cess, dues, duties, imposition, premium, surcharge, fees, levies or any other charges levied by state and/or central government and/or MHADA/ MCGM and/or corporation and/or concerned local authority and/or any other competent authority (levied prospectively or retrospectively) together with such interest and/or penalty levied thereupon by the state and/or central government and/or corporation and/or concerned local authority and/ or any other competent authority on the Purchase Price and/or on other amounts specified herein and/or arising out of this transaction and/or to pay to the Promoter any interest, penalty, compensation, damages, costs or otherwise. The said amounts shall be accepted by the Allottee in full satisfaction of all his/her/ their/its claim(s) under this Agreement and/or in or to the Premises.
- 3.16 The Purchase Price is escalation-free. In the event, there is any escalation/increase, due to increase on account of development charges, taxes 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, including but not limited to internal development charges, external development charges, infrastructure development charges, increase in premiums, betterment charges, transfer charges premiums and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the competent authority/ Local Bodies/Government then the Promoter will raise a demand on the Allottee for the same together with the said notification / order / rule / regulation / notice / letter published / issued in that behalf to that effect and the Allottee shall pay the same to the Promoter as per the next milestone of the payment plan. The above amounts shall be collected from the Allottee under the head of Other Charges and Deposits

3.17 The Allottee hereby agrees and undertakes that he/she accords his/her/their irrevocable consent that any payment made by the Allottee to the Promoter hereunder shall, notwithstanding any communication to the contrary be appropriated in the manner below:

3.17.1 firstly, towards Taxes and statutory dues in relation to the Flat and/or this Agreement;

3.17.2 secondly, towards costs and expenses for enforcement of this Agreement and recovery of the Purchase Price;

3.17.3 thirdly, towards interest on any delayed amounts payable hereunder;

3.17.4 fourthly, towards the Other Charges & Deposits; and

3.17.5 Finally towards Sale Consideration.

3.18 The Promoter shall, in the interest of the Allottee/s, and the Project, take decisions regarding management and allocation of funds/monies, and the type, mode, quality of services to be provided, in respect of the Project, and the management and administration thereof;

3.19 The Allottee is aware and agrees that in the event of dis-honour of any payment instruments or any payment instructions by or on behalf of the Allottee/s for any reason whatsoever with respect to any of the Aggregate Amounts payable by the Allottee in connection with the Flat, then the same shall be treated as an Event of Default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. The Promoter shall intimate the Allottee/s of the dishonour of the cheque and the Allottee/s would be required to promptly tender a Demand Draft of the outstanding amounts including interest from the due date till the date of receipt by the Promoter of all the amounts including the Dishonour Charges of Rs. 1500/- (Rupees One Thousand Five Hundred only) (for each dis-honour) by way of reasonable pre-estimate of damages. Any taxes on the above amounts shall also be borne and paid by the Allottee. This is without prejudice to the right of the Promoter to charge Interest for delay and/or to terminate this Agreement or any other remedies provided under the Applicable Laws. In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter

shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee/s comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonor of any payment cheque, the Promoter has no obligation to return the original dishonored cheque.

- 3.20 The Promoter shall have the first lien and charge on the said Flat for all its dues and other sums unpaid due and payable by the Allottee/s to the Promoter.
- 3.21 The Allottee/s agree/s that until the completion of the matters set out in Articles 13 and 14, the Promoter, and/or any persons engaged by it, including the PMC shall maintain, manage and secure the Project. During such time, the Allottee/s shall pay, and the Promoter and/or the PMC shall collect, all contributions towards maintenance charges, outgoings and Other Charges.
- 3.22 The Allottee/s irrevocably confirms that the Promoter may, at its sole discretion, waive in writing any breach by the Allottee/s under this Agreement. It is expressly agreed by the Allottee/s that exercise of discretion by the Promoter in the case of any Allottee of the said Flats shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of any other allottee or for a subsequent breach.
- 3.23 On and from the Date of Possession (whether or not the Allottee/s has/have taken possession of the Flat or not) the Promoter shall utilize the amounts specified in the Society Corpus towards, *inter alia*, payment of property tax and utilize the amounts specified in the Other Charges and Deposits towards, the Allottee/s share of the outgoings, maintenance charges, comprising of general maintenance, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premia, parking charges, costs for running generator, costs charges and expenses of cleaning and lighting the passages, landings, staircases, costs of maintenance, management and upkeep of Common Areas & Amenities, and operation and maintenance and repairs of lifts, water pumps, utility charges, salaries of all staff including managers, security, sweepers, liftmen, gardeners and such other charges expenses necessary or incidental for maintenance and upkeep of the Project Land and Project and Phase 2, including the said Building and other charges and levies of like nature, payable in respect of the Project / Project Land and Phase 2, including the said Building and the Flat, to all Governmental Authorities and/or any private bodies, security agencies, house-keeping agencies, and other persons. In the event, either the Society Corpus and/or the Other Charges & Deposits is exhausted, then the Promoter shall raise bills periodically to the allottees/purchasers/ of the Premises in Phase 1 and Phase 2, and for this purpose, the Allottee/s shall, no later than seven (7) Days from the date of bill/invoice raised by the Promoter, pay the dues to Promoter. After a period of twelve (12) months from the date of receipt of the Occupation Certificate/s in respect of the Flat and/or the said Building, or any part thereof, and the Allottee/s shall duly pay and discharge the above amounts regularly within seven (7) Days of the date of the bill/invoice in respect thereof.

ARTICLE 4 - DEVELOPMENT: PROMOTER'S RIGHTS & ENTITLEMENTS

In addition to rights, entitlements, powers, authorities and discretions of the Promoter, and the information and disclosures referred to, contained and made elsewhere in this Agreement, the

Promoter has informed, and put the Allottee/s to notice, of the following matters and the Allottee/s agrees to and accepts the same, inter alia, on the basis and strength of which the Promoter has entered into this Agreement:

4.1 Project

- 4.1.1 The Promoter intends to develop the Project as it deems fit in its discretion. In this regard the Promoter shall have the right, in its discretion, for the beneficial interest of the Project, without adversely affecting the Flat to make any variations, alterations, amendments, or deletions, in respect of the layout and planning thereof, including the Plans and Approvals thereof, and/or for relocating/realignment, or modification, of any Common Areas & Amenities, and/or any plans, and/or approvals in respect of the Project, and/or vary the location of accesses and/or the areas, locations, orientation and dimensions thereof; as the Promoter deems fit, in its discretion for better planning, and/or if the same is/are required by Governmental Authorities. The Promoter will obtain the prior consent in writing of the Allottee/s in respect of material variations or modifications which will adversely affect the Flat, except any alteration or addition required by any Government Authorities or due to change in Applicable Law, when no prior consent is required.
- 4.1.2 The Project is, and shall be, undertaken and implemented, by the Promoter by utilising such part/portion of the Aggregate Development Potential as contemplated by the Promoter, and in terms of the Plans and Approvals sanctioned in phase-wise manner, from time to time, with the overriding and irrevocable power, authority and discretion of the Promoter to complete the same, as it deems fit, in its discretion, on or before Project Completion subject to changes in circumstances, and/or Force Majeure Events and/or market conditions, demand and supply, and/or otherwise for any other reasons or circumstances howsoever.
- 4.1.3 All specifications, images, plans, designs, facilities, amenities, dimensions, elevations, any other information contained in the brochures pertaining to the Project are in respect of the Project. The same may be subject to changes, revisions, alterations, etc., in accordance with the Approvals and Applicable Law. Unless otherwise stated, all the images, visuals, materials and information contained in the brochures pertaining to the Project are purely imagery/artistic concepts and may not be the actuals. None of the above may be construed to form the basis or serve as an inducement or invitation for any advance and/or deposit to be made by a prospective allottee under the relevant provisions of Applicable Law and the amenities/specifications and features mentioned in this Agreement shall be considered as final.
- 4.1.4 The construction technology used in the Project is similar to aluminium form work shuttering or any other technology / method and any modification to internal walls, partition wall etc. is prohibited, and any nature of internal modifications of walls/windows/doors of Premises including the Flat is prohibited as the same can be detrimental to the structure of the said Building.
- 4.1.5 With respect to the part/portion of the Aggregate Development Potential contemplated to be utilised by the Promoter in the Project:

4.1.5.1 the Aggregate Development Potential, presently contemplated by the Promoter, to be utilised in the Project is roughly estimated to be approximately being Forty Eight Thousand sq. mtrs. However, as the Promoter intends to construct the Buildings upto a maximum of 21 (twenty one) habitable floors above stilt and 2 basement thereof, it is intended that proportionate paid FSI, out of the Aggregate Development Potential, shall, from time to time be utilised and loaded and form part of the Project development, and the Plans and Approvals in respect thereof shall be obtained from time to time by the Promoter;

4.1.5.2 the Promoter has and shall always have the full and free right to allocate and distribute the Aggregate Development Potential, as the Promoter deems fit, in its discretion amongst any or all of the Buildings in the said Project and/or Phase 2 and/or Phase 3;

4.1.5.3 if, either prior to Project Completion, or thereafter, any FSI, Development Rights or other development potential, of whatsoever nature or by whatever name called arises, and/or becomes available, and/or may be loaded or utilized upon, and/or in respect of the Larger Land/Entire Free Sale Land and/or any part thereof and/or the Project Land or part thereof, which may, for better and beneficial planning, and/or for convenience at the Promoter's discretion, form a part of the Aggregate Development Potential, and be utilised in the Project and/or any of the Other Projects, then in such case the Promoter shall be entitled to prepare, amend, modify or revise and have sanctioned, such plans in respect thereof, and obtain any Approvals in respect thereof, and shall always be available to and shall always be for the benefit of the Promoters and the Promoters shall have the right to deal or use the FSI as it may deem fit, without any objection or interference from the Allottee/s or Entity & Organisation. There shall be no change in the planning of the Flat by virtue thereof; and,

4.1.5.4 in relation to the above, the Promoter shall be entitled, for better and beneficial planning, and/or for convenience to vary, alter and change the location, size (horizontal or vertical) etc. of any of the Buildings and/or the number of floors therein, and/or to provide for any further or additional development and construction to which the Allottees agrees and shall at all time provide its consent thereto and shall not raise any objection whatsoever.

4.1.6 The Allottee/s confirm/s and acknowledge/s that the Other Projects and/or the plans, layout plans, approvals etc. in respect thereof, to be implemented in future are not the subject matter of this Agreement and there shall be no right, entitlement, or interest of any allottee/s of the Project in respect thereof.

4.1.7 Governmental Authorities has/have set out, and may set out, any terms, conditions and restrictions which may apply to, and have to be complied with, by the Promoter, and/or the purchasers and allottees of Premises in the Project;

4.1.8 The Promoter shall, until Project Completion, be and remain exclusive owner and holder and shall have, entire right, title, interest, benefit, claim and demand in respect of the said

Project including all Premises therein, and all the part/portion of the Aggregate Development Potential so utilised therein; and the Allottee/s interest being solely limited to the Flat;

- 4.1.9 The Promoter has the right, in the Promoter's discretion, to receive, collect to itself, appropriate, apply and utilise the entire consideration/purchase price received from the Allottee/s of the Flats/Premises in the Project in such manner and to such extent as the Promoter, in the Promoter's discretion deems fit.
- 4.1.10 All purchasers and allottees, from time to time, of the Premises in the Project and Phase 2, shall be and be deemed to be on the same footing, and have and shall always have the same rights, interests and entitlements as all the other (including initial) allottees and purchasers of the Premises, planned from time to time in respect of the Project, they shall be admitted as members of the Entity & Organisation in terms of Article (13) and as a result thereof there may be a modification and variation to the undivided share appertaining to the Flat in the Common Areas & Amenities. All purchasers and allottees of the Project and Phase 2 shall be admitted as and made members thereof;
- 4.1.11 The Promoter may, for the purpose of clarity, and/or for maintaining correctness thereof, and/or to comply with Applicable Law, alter the terms and conditions of any agreements for allotment and sales, in respect of Premises in the Building in Phase 1 and Phase 2.
- 4.1.12 No persons or parties, including the Entity & Organisation formed in respect of the Project shall be involved in, or be entitled to interfere, obstruct or in any manner deal with any matters relating to the Project, and/or the Other Projects, and/or the utilisation and/or the dealing with the Aggregate Development Potential in the said Project or Entire Free Sale Land, or any part/s thereof. The Entity & Organisation to be formed in respect of the Project, by the Promoter, shall strictly function within the frame work of its constitution as framed, from time to time, by the Promoter.

4.2 General

- 4.2.1 The Promoter will be undertaking an entirely separate development upon the Phase 3 Land, as an independent and separate project, as the Promoter determines, in its discretion, for any uses, including uses, inter alia, related to, and/or associated with (whether exclusively or jointly), hospitality, leisure, and/or social activities, businesses and services, and together with various amenities, facilities, infrastructure and services related thereto. Such development may occur at any time in future that the Promoter determines in its discretion. In this regard, the Promoter shall have absolute, exclusive and overriding right, authority and entitlement (but shall not be bound) to sub-divide Phase 3 Land from the Entire Free Sale Land and/or to amalgamate the same with any adjoining lands, as may be desired by the Promoter and/or as may be required by any Governmental Authorities. Further the entire revenues, receipts and benefits arising from such development shall belong solely and absolutely to the Promoter and the Promoter shall be entitled to deal with the same as it deems fit in its sole, absolute and unfettered discretion

- 4.2.2 The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Larger Land including the Project Land/ future development and any common rights of ways with the authority to grant such rights to the Allottee/s and/or users and owners of flats in the Building being constructed on the Project Land (present and future) at all times and the right of access to the Larger Land and the Project Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Entire Land and the Project Land, if necessary to connect the drains, pipes, cables etc. under, over or along the Project Land appurtenant to each and every building to be constructed on the Project Land (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Allottee/s /other occupants of units in building constructed on the Project Land till such time the Project Land is handed over to the Entity & Organisation as applicable.
- 4.2.3 The Promoter and/or its agents, contractors and workmen shall be fully and freely entitled to continue all remaining/balance development and construction work in respect of the other Buildings in the Project and/or construct and develop Phase 2 upon the balance portion of the Project Land and Phase 3 Project upon the Phase 3 Land even after the Allottee/s take/s possession of the Flat and the Parking Space/s. The Allottee shall not protest, object to, or obstruct the execution of such work, or claim any compensation and/or damages and/or complain about any inconvenience and/or nuisance which may be caused to him or any other person due to such construction works. The Promoter shall make the necessary provisions for the above in the agreements to be executed with the prospective purchasers in respect of the allotment and sale of the Premises in the said Building constructed on the said Project Land, the Allottee expressly consents to the same.
- 4.2.4 The Allottee/s confirm/s and accept/s that the Common Areas and Amenities are for the benefit and enjoyment of the allottees, purchasers and occupants of the Premises in the Project and Phase 2, and will be under the ownership, charge and control of Entity & Organisation. The proportionate costs, charges and expenses in respect of the maintenance, repairs and replacement of the Common Areas and Amenities shall be shared by the allottees, purchasers and occupants of the Premises in the Project and Phase 2 in proportion to the respective built-up areas of the Premises as determined by the aforesaid Entity & Organisation.
- 4.2.5 Without prejudice to the generality of the foregoing provision, the Promoter may in its discretion, inter alia, be entitled to:
- 4.2.5.1 club, amalgamate, or sub-divide any parts or portion of the Phase 3 Land and Project Land, into one layout, and/or separate, or combined layout/s, including the Project and the other Projects, and to do, execute and perform all acts, deeds, matters and things in relation thereto;

4.2.5.2 deal with, sell, transfer, alienate, encumber, grant development rights, or sub-development rights, and/or enter into joint ventures, collaborations, or partnerships, or otherwise deal with in any manner, the Entire Free Sale Land including the Project Land, and/or the Aggregate Development Potential, or any part thereof, and/or the Project, and/or Phase 2 and/or Phase 3 and grant/vest any rights, benefits, privileges, easements, powers, authorities and discretions, and/or connect/join any amenities, and/or facilities and/or any infrastructure, or any part/s or portion/s thereof for the more beneficial and optimum use and enjoyment thereof;

4.2.5.3 designate, allocate, reserve and/or relocate, realign, modify, and amend from time to time, any common areas, amenities, infrastructure, facilities, shared services, open spaces, parking spaces, gardens, recreational facilities, internal roads, entrances and accesses, in respect of the Project and the Other Projects, including in pursuance of Applicable Law, and/or by virtue of any approvals, and/or as may be required by the Governmental Authorities;

4.2.5.4 direct, designate, hold and control all infrastructure facilities, including public space advertising and all promotional signage, hoarding, and all other nature of signage whatsoever, and designate and allocate any Premises, areas, and spaces, upon or in the Project Land to any persons, including third party service providers, and/or Promoter Affiliates, for the purpose of facilitating the provision and proper maintenance of utility services including without limitation, electricity, water and telecommunication related services;

4.2.5.5 allot and/or grant on lease or otherwise howsoever any areas or spaces in the Entire Free Sale Land (including in respect of the Project) to Adani Electricity or any Governmental Authorities, utility service providers for the purpose of installing power sub-stations with a view to service the electricity requirement of the Entire Free Sale Land including the Project Land, or any part thereof and/or any neighboring areas; and,

4.2.5.6 hand over and/or transfer any part/s or portion/s of the Entire Free Sale Land including the Project Land and DP Road, to any persons, parties, government, or statutory authorities, or bodies, with or without any development or construction thereon, in accordance with Applicable Law, and/or any Approvals, and/or develop any and all areas affected by the Reservations as may be imposed, or applicable, and/or as the case may be, in the Promoter's discretion.

4.2.5.7 hand over and/or transfer any Premises in the Project to MHADA or any government, or statutory authorities, or bodies, in accordance with Applicable Law, and/or any Approvals, and deal with and/or utilize any development potential, benefits, potential, yield, and/or advantage made available by MHADA or any government, or statutory authorities, or bodies in respect of such hand over and/or transfer either on the Project Land and/or the Phase 3 Land or any part thereof, and/or deal with or develop, in its sole discretion any land allotted and/or made available in respect of such hand over and/or transfer of Premises in the Project.

4.3 Allottee/s Confirmations

The Allottee/s hereby confirm/s personally and as a prospective member/s of the Entity & Organisation, as follows, which are and shall always be the essence of this Agreement, that is:

4.3.1 all the matters, and the rights, powers, authorities, discretions, and entitlements of the Promoter, as recorded and contained in this Agreement including this Article (4);

4.3.2 neither the Allottee/s, nor the Entity & Organisation formed in respect of the Project, have, or shall ever have, any right to make, or raise, any objection to the rights, powers, authorities, discretions and entitlements of the Promoter as contained in this Agreement including this Article (4), and no consent or permission in that regard shall be required to be obtained or given by them;

4.3.3 neither the Allottee/s, nor the Entity & Organisation formed in respect of the Project, have, or shall ever have, any right to require sub-division of any part/portion of the Project Land, and/or the amalgamation thereof with any other lands/properties;

4.3.4 the Allottee/s shall not object to, hinder, obstruct or interfere with the Promoter exercising its rights and powers herein or any grounds.

4.3.5 the Allottee/s acknowledges and confirms that the Promoter's liability is limited to the Project Land and to what is committed to be constructed and delivered in the Project. The Promoter at its sole discretion can independently deal with the Phase 3 Land and the said Project Land in any manner whatsoever.

4.3.6 The Allottee/s confirms that the name and address of the Real Estate Agency /Broker/ Channel Partner and his/their Registration number is (if applicable). The Promoters shall not be liable to the Allottee/s for any details, information and representations provided by such Real Estate Agent /Broker/ Channel Partner, which are incorrect and not provided in this Agreement.

ARTICLE 5– POSSESSION:

5.1 Subject to the provisions of this Article (5), Force Majeure and reasons beyond the control of the Promoter, the Promoter shall endeavour to offer in writing the said Flat and the Parking Spaces, to the Allottee/s, on, or by, the Date of Offer of Possession.

5.2 The Promoter shall, at the Promoter's discretion, address a communication (in writing) to the Allottee/s offering an inspection of the Flat, on a specific date and time fixed by the Promoter. The Allottee/s shall thereupon be bound and liable to undertake such inspection within 7 days of communication for inspection. along with the Promoter/its representative, and to satisfy himself/herself/themselves/itself that the Flat has been constructed as per the Approvals and the Flat Amenities have been provided as per this Agreement. The Allottee/s shall thereupon be bound and liable to undertake such inspection along with the Promoter/its representative, and to satisfy

himself/herself/themselves/itself that the Flat has been constructed as per the Approvals. If, during the course of such inspection, the Allottee/s points out to the Promoter/its representative any defects or deficiencies in respect of the Flat, the Promoter/its representative shall, if such objection/s raised by the Allottee/s is/are valid, enter the same, if valid, upon an Inspection Sheet which shall be signed by the Allottee/s and the Promoter/its representative. Thereupon, the Promoter shall endeavour to rectify and remedy such defects or deficiencies prior to the Date of Offer of Possession. Other than the defects or deficiencies entered upon the Inspection Sheet, the Promoter shall not be liable to make good remedy or rectify any other defects or deficiencies noticed or pointed out by the Allottee/s at the Date of Offer of Possession. Notwithstanding anything to the contrary stated hereinabove, if the Allottee/s fail/s to attend at the inspection he/she/they/it shall be deemed to have fully accepted the construction, state and condition of the Flat, Carpet Area and Exclusive Areas shall not be entitled to raise any objection, dispute or difference whatsoever in respect thereof.

- 5.3 The Promoter shall on or by the Date of Offer of Possession, address a communication (in writing) to the Allottee/s calling upon the Allottee/s to, no later than fifteen (15) Days from the date thereof, make payment of all the then balance/remaining Aggregate Payments and complete all formalities in respect thereof, including: (a) executing and accepting any terms or conditions of the Promoter, and (b) paying a security deposit (as determined by the Promoter) to the Promoter, which shall be adjusted towards the actual cost of electricity, water, utilities, debris removal and other direct expenses that may be incurred by the Promoter in relation to the Flat. The Promoter, upon receiving payments made by the Allottee/s as per this Agreement shall offer in writing the possession of the Flat, to the Allottee/s in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such written communication, failing which the Allottee/s shall be solely responsible/liable for all loss or damage that may be suffered by the Promoter on account of such Allottee/s Event of Default.
- 5.4 If the Date of Offer of Possession has occurred and the Allottee/s has/have not complied with any of his/her/their/its obligations under this Agreement, including this Article (5), and/or the Allottee/s refuse/s to take possession of the Flat, then the same shall be a Allottee/s Event of Default. The Flat shall lie at the risk and cost of the Allottee/s. The maintenance charges and the defect liability period shall commence from the Date of Offer of Possession. In addition to payment of interest for delayed payments, the Allottee/s shall be liable to pay Holding Charges from expiry of Date of Offer of Possession till the Allottee/s takes actual possession of the Flat. The Allottee/s agrees and acknowledges that the Promoter' obligation of delivering possession of the Flat shall come to an end and the Promoter shall not be responsible and/or liable for any obligation towards the Allottee/s for the possession of the Flat. Under such circumstances it shall be deemed that the Allottee/s has taken possession of the Flat. During the period of the said delay by the Allottee/s, the Flat shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee/s in relation to its deterioration in physical condition.
- 5.5 The Allottee/s confirms that if and when he/she/they/it is/are permitted to enter upon the Flat, after the Date of Offer of Possession, the Allottee/s shall have and/or be deemed to

have taken full, complete and detailed inspection thereof and approved the same in all respects and it shall be deemed to have been completed in all respects in accordance with the terms and conditions of this Agreement and consequently, the Promoter shall be discharged from its liabilities, responsibilities and obligations with regard to the same.

- 5.6 Notwithstanding anything to the contrary in this Agreement the Promoter shall always be entitled, in its discretion to complete any part/portion or floor of the Building and apply for and obtain part occupation certificate/s thereof, whereby, on the Date of Offer of Possession, the Allottee/s shall be obliged, and undertake/s, to take possession of the Flat for occupation on the basis of such occupation/part occupation certificate which relates to the Flat. Thereafter, the Promoter shall, without any hindrance or objection by the Allottee/s, be entitled to carry out by itself or through its contractors or otherwise all remaining development and work in respect of the Project.
- 5.7 If, on, or prior to, the Date of Offer of Possession, there are any Aggregate Payments and/or Taxes that are due and payable by the Allottee/s, and/or there are any other obligations herein of the Allottee/s to be performed, the Allottee/s shall be entitled to possession of the Flat and the use of the Parking Spaces as aforesaid, only upon he/she/they/it having made all payments thereof to the Promoter and/or complied with such obligation.
- 5.8 The Promoter has notified the Allottee/s and the Allottee/s is/are aware that the Common Areas & Amenities are to be shared by all allottees, purchasers, owners and occupants of Premises in the Project and Phase 2, and that the same will be completed on or before the full completion of the Project and Phase 2, whereby the amenities and facilities comprised therein shall or may not be available for use or enjoyment till such time. The Allottee/s further agrees and acknowledges that he/she/they/it shall only be concerned with the completion of the construction of the Flat.
- 5.9 The Promoter shall endeavor to take all such steps and precautions necessary to achieve construction, completion as contemplated herein. However, if on account of Force Majeure Event/s, there is any delay or anticipated delay in the Date of Offer of Possession, then the Promoter shall not be responsible or liable in any manner, and the same shall both automatically and forthwith stand extended for a period that is equivalent to the period that the Force Majeure Event continues and has continued and an additional period of thirty (30) Days thereafter for remobilization, in which case, the Date of Offer of Possession shall automatically stand revised to and substituted by the revised Date of Offer of Possession as communicated by the Promoter. The Allottee/s shall not object, raise any disputes, and/or protest, and/or hold the Promoter liable for the aforesaid delay and extension of time, and shall not be entitled to, and shall not, make, or raise, any claim, for any damages, compensation, reimbursement of expenses or any other payments, the Allottees' sole right and remedy in such a case being as provided in Article (5.10) hereinbelow.
- 5.10 If, for any reason whatsoever (excluding on account of any Force Majeure Event/s), there is a delay, or anticipated delay, and there is, or will be, a consequent extension of the Date of Offer of Possession, then the sole remedy of the Allottee/s, on being notified (in

writing) by the Promoter of the same, shall be to either: (i) continue with this Agreement, and accept the revised/extended Date of Offer of Possession as estimated and decided by the Promoter in its discretion (unless the Force Majeure Event is of such nature that the Promoter is not in a position, in its discretion, to estimate such revised dates in which case the Promoter shall be entitled to extend such dates from time to time), or (ii) to terminate this Agreement by giving a written notice to the Promoter; provided that the aforesaid right of termination shall be exercised by the Allottee/s by addressing and delivering to the Promoter the aforesaid written notice no later than fifteen (15) Days from being notified in writing by the Promoter, as aforesaid, of such delay, failing which the Allottee/s shall have deemed to have irrevocably opted and elected to continue with this Agreement, and shall be deemed to have waived his/her/their/its aforesaid option to terminate this Agreement, and shall have accepted, and be deemed to have accepted, all future revisions/extensions of the Date of Offer of Possession, from time to time, without any liability or obligation whatsoever on the part of the Promoter.

- 5.11 If the Allottee/s has opted to terminate this Agreement, and has terminated the same in strict accordance with Article (5.10), then the Promoter shall refund to the Allottee/s, the installment of the Purchase Price, received and realised by the Promoter. However, taxes, levies, cess, interest amounts (if any) paid by the Allottee/s and such other amounts as mentioned herein shall not be refunded and no interest shall be payable on these amounts. The date of the Allottee/s aforesaid notice of termination shall be and be deemed to be the date on which this Agreement has stood terminated and cancelled, provided that the Promoter may, in its discretion, require the Allottee/s, as a condition precedent to the aforesaid refund/payments to execute and register a Deed of Cancellation recording such termination and cancellation of this Agreement.
- 5.12 In case the Promoter is forced to discontinue the construction of the Flat and/ or Project (entire or part) due to Force Majeure reasons and/ or due to operation of any law or statutory order or otherwise, then the Promoters shall be liable to refund the amounts paid by the Allottee/s without any liability towards interest or compensation or loss of profit or costs or damages, subject to deduction of applicable taxes, within 6 (six) months from the happening of such eventuality.
- 5.13 Subject to the Allottee/s having complied with his/her/their/its obligations under this Agreement, including this Article (5), if within a period of sixty (60) months from the Date of Offer of Possession, the Allottee/s bring to the notice of the Promoter, any defects in the materials used in the construction of the Flat which would result in the failure of a component part thereof or result in damage in the Flat, the same shall be rectified/repared by the Promoter at its own costs. Additionally, the Promoter shall not be liable in case of the following
- 5.13.1 Structural defects caused or attributable to the Allottee/s including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the Premises other than for its intended purpose.

5.13.2 Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.

5.13.3 Structural defects induced anyhow by failure of waterproofing system(s) of the Premises or the building.

5.13.4 Structural defects, wear and tear, loss or damage induced by Force Majeure situations, such as war, flood, act of God, explosions of any kind by terrorist etc.

5.13.5 Structural defects occurring in the Flat or Flat that has undergone civil renovations.

5.13.6 defects due to minor changes/cracks the said Building/the Flat on account of any variation in temperature/weather, misuse, unauthorised or non-permitted alterations, renovations or repairs and loss or damage caused by any willful act or negligence, defects due to the failure of the Allottee/s and/or the Entity & Organisation (as the case may be) to undertake proper and effective care and maintenance of the said Building/the Flat as prudent persons would

5.14 In spite of all the necessary steps and precautions taken while designing and constructing the Project, concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further the Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and/or alterations etc. carried out by the Allottee/s and any other purchasers/owners/occupants of the Premises in the Building. The Allottee/s agree/s and covenant/s not to hold the Promoter liable and/or responsible in respect thereof.

ARTICLE 6 – FIT- OUT

6.1 The Allottee/s: (i) shall carry out and undertake, at his/her/their/its sole cost, all his/her/their/its interior decoration and internal fit-out works in the Flat, with the express permission of, and in accordance with the rules and regulations formulated by, the Promoter and/or the Entity & Organisation (as and when formed), from time to time, and shall be in observance of all the rules, regulations and bye-laws framed by the Promoter or Entity & Organisation (“**Fit-Out Manual**”) applicable for commencement of interior fit out work in the said Flat, and ensure that his/her/their/its interior decoration and internal fit-out works do not prejudice, affect or hinder in any manner the efforts and actions of the Promoter to obtain the balance/remaining Approvals in respect of the Project, and (ii) undertake/s not to cause any damage to the Flat and/or the Buildings (including while undertaking the fit-out works in his/her/their/its Flat), and in the event any damage is caused, the Allottee/s agree/s and undertake/s to reimburse the Promoter all costs related to the remediation and rectification thereof. The Allottee/s shall be solely responsible to obtain any requisite permission, if any, from competent authorities for the interior work in the Flat and the Promoter shall not be responsible for the same. The Allottee/s shall keep the Promoter informed about the status of the requisite permissions.

The Allottee/s also accept/s acknowledge/s that as on the Date of Offer of Possession, the construction works in the Flat shall have been completed, but that there shall, or may, be project development and construction works ongoing at such time, including in respect of the Building and other remaining development in respect of the Project, as well as the Common Areas & Amenities.

- 6.2 The Fit-Out Manual will be shared at the time of handing over possession of the Flat. Without prejudice to the aforesaid, if the Allottee/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Flat and/or the Building, the Promoter shall be entitled to call upon the Allottee/s to rectify the same and to restore the Flat and/or Building to its original condition within 30 (thirty) days from the date of intimation by the Promoter in that behalf. If the Allottee/s does not rectify the breach within the such period of 30 (thirty) days, the Promoter may carry out necessary rectification and restoration to the Flat or the Building (on behalf of the Allottee/s and all such costs and charges and expenses incurred by the Promoter shall be reimbursed by the Allottee/s. If the Allottee/s fail(s) to reimburse to the Promoter any such costs and charges and expenses within 7 (seven) days of demand by the Promoter, the same would be deemed to be a charge on the Flat. The Allottee/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoter or which the Promoter may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Flat or the Building(s) and (ii) for all costs and expenses incurred by the Promoter for instituting any legal proceedings for recovery of such costs and charges and expenses incurred by it for rectification and restoration to the Flat, or the Building/s, Project or the Entire Free Sale Land not in line with the terms and conditions under the Fit- Out Manual.
- 6.3 The Allottee/s undertakes that he will not alter / demolish/ destroy or cause to demolish/ destroy any structure of the said Flat or any addition(s) or alteration(s) of any nature in the same or in any part thereof. The Allottee/s shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the said Flat in any form. The Allottee/s shall also not to change the colour scheme of the outer walls and painting of exterior side of the door and windows and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing/hedging/grills without the prior permission of the Promoter. The Allottee/s shall not partly / fully remove any walls of the Flat including load bearing walls/ structure of the same, which shall remain common between the Allottee/s and the owners of adjacent premises.

ARTICLE 7 - RECREATIONAL FACILITIES IN THE PROJECT

- 7.1 The Common Areas & Amenities, as currently planned include a Fitness Center and certain recreational facilities for the benefit of all allottees, purchasers, owners and occupiers of Premises in the entire Project and Phase 2. Subject to the Allottee/s complying with, observing and performing all the terms, conditions and provisions of this Agreement, including making payment of the Aggregate Payments including Other Charges and Deposits (at the time of Offer of Possession), the Allottee/s will be entitled to apply for and take up membership of Fitness Center and after completion of Project

and Phase 2, the Allottee/s may access, use, and enjoy the same, in respect of which the Allottee/s will be liable to comply with certain terms and conditions, and make payment of certain fees and charges as stated in Article (3.5).

- 7.2 The Promoter has informed the Allottee/s of the following facts, matters and circumstances that shall pertain to the fitness centre and recreational facilities, which the Allottee/s has/have fully accepted, agreed and confirmed that is:

7.2.1 the Fitness Center and recreational facilities shall be constructed and shall have the equipment, infrastructure, amenities and facilities as the Promoter deems fit, in its discretion;

7.2.2 the use, benefit and enjoyment of the Fitness Centre and recreational facilities shall be, inter alia, for all allottees, purchasers, owners and occupiers of Premises in the entire Project and Phase 2 (collectively, “**Users**”), and all such Users shall use and enjoy the same on the same basis and consistently, without any preferential, exclusive or additional/further right or benefit;

7.2.3 The management and operations of the Fitness Centre and recreational facilities shall, until handed over by the Promoter to the Entity & Organisation formed and constituted by the Promoter in respect of the Project and Phase 2, shall be under the sole, exclusive and absolute control of the Promoter, and/or the PMC (if appointed by the Promoter), who shall be entitled to inter alia, frame, and implement, the aforesaid rules and regulations in respect thereof.

7.2.4 The entitlement to use the Fitness Centre and recreational facilities is and shall be personal to the Allottee/s, and is not transferable or assignable in any manner; provided that on the completion of any permitted sale and transfer of the Flat by the Allottee/s, or their assigns to any persons (“**Premises Transferees**”), the Premises Transferees shall solely be entitled to use and enjoy the fitness centre and recreational facilities in the place and stead of the Allottee/s (who shall automatically and forthwith cease to be entitled to access, and enjoy the same), subject to the Premises Transferees making the necessary applications for membership and completing all formalities as may be required of them, at such time. Under no circumstances, shall the Allottee/s or any Premises Transferees be entitled to use, enjoy or access the fitness centre and recreational facilities after he/she/they/it have sold and transferred the Flat.

7.2.5 There may be recreational, social and other related events, performances, activities, parties, gatherings, etc. held in the Fitness Centre, and/or in the recreational facilities during the day or night, by the Promoter, and/or the PMC, and/or Users. The Allottee/s, for himself/herself/themselves/itself and as a prospective member of the Entity & Organisation, to be formed in respect of the Project shall not be entitled to raise any disputes, differences, or objections in and/or hinder, restrict, obstruct or interfere;

7.2.6 The fitness centre shall be operated and maintained out of the Maintenance Amount/Deposit referred to in the Other Charges & Deposits and any shortfall, if any, shall be taken from the Society Corpus, which shall be proportionately levied, and paid

by all the allottees, purchasers and owners of Premises in the Project and Phase 2. However, if, prior to the operations, administration, management, charge and control of the fitness centre and recreational facilities is handed over to the Entity & Organisation to be formed in respect of the Project and Phase 2, the actual charges and expenses required to be made for maintenance thereof, may exceed the amount so received collectively from all the aforesaid purchasers, allottees and occupants, then the Promoter, and/or the PMC, shall be entitled to call for and demand such additional amounts from all Users, and/or the Entity & Organisation. In the event of substantial number of such Users, as determined by the Promoter, in its discretion, delay or default in payment of such additional amount demanded by the Promoter and/or the PMC, the Promoter and/or the PMC shall not be obliged to operate, and/or manage, and/or maintain the fitness centre and recreational facilities, and it/they may, in its/their discretion, stop or suspend the same till receipt of such amounts as it/they determine/s necessary, in its/their discretion.

7.2.7 In addition to the charges and expenses referred to in Article (7.2.6), there would be charges including one-time, or per day, or per use, charges, in respect of any of the amenities, or facilities, or services available, and/or provided in and from the fitness centre and recreational facilities, as determined by the Promoter from time to time, and the person/s who avail/s of such amenities, or facilities, or services shall be entitled to use the same upon payment thereof.

ARTICLE 8 – COMMON AREAS & AMENITIES

- 8.1 The nature, extent and description of the Common Areas & Amenities proposed to be comprised in the said Project and Phase 2 are set forth in the Statement annexed hereto at Annexure 'F', which may be completed, at the Promoter's discretion, on or before the full completion of the Project and Phase 2
- 8.2 The Allottee/s has been informed and is aware that the warranties of plant, machinery, equipment, appliances and electronic items installed by the Promoter in the Project shall be as per the standard warranties provided by the manufacturer only, and accordingly any defect in such plant, machinery, equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system / equipment installer/manufacturer only (with the Promoter having no liability or obligation for the same), and it is agreed and acknowledge that, beyond manufacturer warranties, comprehensive/non comprehensive annual maintenance contracts shall be obtained by the Entity & Organisation. The equipment, machinery and various other facilities which form a part of the Common Areas & Amenities shall be maintained, serviced and repaired by third party manufacturers, suppliers and dealers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, machinery and various other facilities are maintained, serviced and repaired with, in any manner by any person other than the authorized third party manufacturers, suppliers and dealers then the warranties above shall be rendered void and the Promoter shall never be held liable or responsible in respect thereof.

ARTICLE 9 - OTHER RIGHTS & POWERS OF THE PROMOTER

- 9.1 The Promoter may / has availed of and/or may avail of financial assistance, including any infrastructure loans, from bank/s, financial institution/s, and/or person/s against security of any of its rights and entitlements under the Development Documents including the Project or any part thereof, or any receivables, which have been, or may be, mortgaged, or charged to such banks and/or financial institutions and/or other persons as security for repayment of the financial assistance taken from them. As part of any such arrangement by the Promoter, all or any of the responsibilities and/or obligations and rights of the Promoter under this Agreement may be transferred to any other person. The Promoter agrees that on or prior to the Date of Offer of Possession, the Promoter shall obtain a letter releasing mortgage or charge of such bank/s, and/or financial institution/s, and/or person/s, over the Flat alone, enabling the Promoter to complete the allotment and sale thereof to the Allottee/s, free of the same. In respect of the Project the Promoter agrees to have released such mortgage or charge prior to the execution and registration of the Deed of Conveyance in favour of the Entity & Organisation as provided in Article (13). The Promoter agrees that post the execution of this Agreement, any mortgage or charge created by the Promoter shall not affect the right and interest of the Allottee/s under this Agreement. The Allottee/s whenever asked in support of by the Promoters in this regard, shall give and grant to the Promoters, his/her/their/its specific, full, free and unqualified consent and permission for doing the same, and strict compliance of this condition on the part of the Allottee/s shall be of the essence of allotment of the said Flat. Failure on the part of the Allottee/s to implement and comply with this essential condition will be treated as a breach of this Agreement.
- 9.2 The person/s in whose favour the Promoter has granted or created, or agreed to grant or create, any mortgage, charge or security interest in respect of any Unsold Premises in the Project, may itself/himself/themselves, or jointly with the Promoter, be admitted as and made members of the Entity & Organisation to be formed in respect of the Project, without it, him or them or the Promoter being made subject or liable to any separate, special, new or additional condition/s and required to pay any separate, special, additional or extra amount or consideration whatsoever for the same (whether by way of transfer fees, charges, premium, donation or otherwise) and the Allottee/s for himself/herself/themselves/itself or as member/s of the Entity & Organisation shall not raise any objection or dispute whatsoever to or in respect of the same.
- 9.3 The Promoter shall not be liable to bear or pay any contributions, maintenance / deposits/ Society Corpus, expenses, transfer fees, non-occupancy charges / Holding Charges, donations, premiums or any other amounts, charges or liabilities whatsoever to the Entity & Organisation to be formed in respect of the Project in respect of any Unsold Premises.
- 9.4 The Promoter and/or Promoter Affiliates shall in its discretion, control the placement, installation and provision of any types of temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon and in the Project Land and the Buildings till such time as the MHADA Land Lease, EWS Land Assignment, and Deed of Conveyance in favour of the Entity & Organisation as provided in Article (14) is executed and registered and be fully entitled to appropriate to itself all amounts and revenue arising therefrom. Further the Promoter

and/or the Promoter Affiliates shall always have full complete and unrestricted access to such hoardings, and signage. Without prejudice to the generality of the foregoing provisions the Promoter and/or Promoter Affiliates shall have full rights, in its/their discretion, to install its/their name/s and any other Promoter Intellectual Property at one or more places or in or upon the Project Land and/or upon the Buildings and/or any Common Areas & Amenities, and/or at the entrances and exits thereof. The Promoter and Promoter Affiliates have, shall always have and reserve/s, to themselves full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage.

- 9.5 The Promoter shall be entitled in its discretion to construct temporary structures, including labour camps, and offices, upon any part of the Project Land. The Promoter's right to maintain and access labour camps, site offices and temporary structures shall subsist irrespective of whether Project Completion has occurred.
- 9.6 The Promoter shall have the right, in its discretion to promote, manage and undertake all public events held in or upon any Common Areas & Amenities and / or Phase 3 Land, to apply the net revenues generated therefrom towards costs incurred by the Promoter in undertaking its diverse obligations in relation to the Project, Phase 2 and Phase 3 till the completion of the said Project, Phase 2 and Phase 3.

ARTICLE 10 - COVENANTS AND OBLIGATIONS OF ALLOTTEE/S

- 10.1 The Allottee/s is/are fully and completely informed and is/are aware that all Informative Materials in relation to the Project, and/or all matters related or incidental thereto, have been, and always will be, merely for the sake of convenience and shall not, and cannot, be referred to, or relied upon in any manner, whereby the terms, conditions, and provisions of this Agreement shall solely and exclusively apply and control, and whereby all Informative Materials are, and shall be of no consequence, or be referred to, or relied upon, in any manner by the Allottee/s.
- 10.2 On and after the Date of Offer of Possession, the Allottee/s shall: (a) use the Flat, and permit the Flat to be used only for residential purpose, as sanctioned by the Governmental Authorities, and (b) use the Parking Space/s, and permit the same to be used, solely for parking the Allottee/s' own light motor vehicle/s. The Allottee/s shall not use and/or permit to be used the Flat and/or the Parking Space/s or any part thereof for any other, and/or any illegal or immoral purposes.
- 10.3 If the same is possible and feasible, based, inter alia, on the stage of development and construction, and subject to safety conditions, the Allottee/s shall be entitled to visit and view the Project Land, the Building, and/or the Common Areas & Amenities, after taking a prior appointment with the Promoter. The Allottee/s shall adhere to any safety and security conditions as stipulated by the Promoter and shall visit and inspect at his/her/their/its sole discretion. Alternatively, the Promoter may provide photographic updates of construction progress at periodic intervals as determined by the Promoter, in its discretion, and/or the Allottee/s may be given an opportunity for inspecting the Flat, prior to the Date of Offer of Possession; at the discretion of the Promoter. The Allottee

is aware and accepts that the Common Areas & Amenities, may be developed simultaneously or in subsequent phases.

- 10.4 The Allottee/s, with the intention to bind all persons in whosever's hands the Flat may come, hereby agree/s, confirm/s undertake/s and covenant/s with the Promoter as follows:

10.4.1 to maintain the Flat at the Allottee/s' own costs and expenses in good and tenable repair, order and condition and to carry out all internal maintenance and repairs to the Flat such that the same is in the same state and condition, as it was on the Date of Offer of Possession in terms of Article (5) hereinabove, and not to do or suffer or permit to be done anything therein including any changes or alterations thereto, and/or to any part of the Buildings, including Building, and/or any of the Common Areas & Amenities and/or which are, or may be, contrary to the terms of this Agreement, and/or rules, regulations, or bye-laws, of the Promoter, and/or the PMC, and/or any Governmental Authorities, and/or the Entity & Organisation in respect of the Project (as and when formed and registered by the Promoter).

10.4.2 to submit plans and specifications in respect of permissible alterations to the Flat and after obtaining Promoter's prior written approval in respect thereof to rectify and make good any unauthorised alterations and/or damage thereto within seven (7) Days from the date of receipt of a written notice from the Promoter, and/or from any Governmental Authorities, in that regard;

10.4.3 to bear and pay all increases in the Taxes, as well as all water charges, insurance premia and other levies, imposed on account of any change permitted (as provided herein) to be made in the user of the Flat by the Allottee/s;

10.4.4 The Allottee/s shall not publish any defamatory content or make any bad faith derogatory statements, or indulge in slander or libel to any third party against the Promoter and/or the said Project and in the event the Allottee/s publishes any such defamatory content then the Allottee/s shall be liable to bear and pay damages to the Promoter in relation to such defamatory content and to indemnify and keep indemnified the Promoter against all losses which it may suffer or incur by reason of such action being taken against the Promoter in relation to same.

10.4.5 to observe, perform and comply with all the rules, regulations and bye-laws which the Promoter, and/or any Governmental Authorities may specify and those which the Entity & Organisation (as and when formed and registered by the Promoter in respect of the Project) may adopt or frame at its inception, and any modification thereof, from time to time;

10.4.6 The Allottee/s shall not let, sub-let, transfer, sell, assign or part with any interest or benefit under this Agreement or part with the possession of the Flat, in any manner whatsoever, until the Date of Offer of Possession has occurred and the Allottee has taken possession of the Flat in terms and in accordance with this Agreement and until all dues payable by the Allottee/s to the Promoter under this Agreement are fully paid and the

Allottee/s has complied with all his/her/their/its obligations under this Agreement (**“Lock in Period”**). It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Promoter. Till such time that the Promoter hands over the management and control to the Entity & Organisation, any sale/transfer of the Flat shall require written approval from the Promoter and the Promoter shall have the sole discretion whether to grant consent or not, or to grant consent with conditions together with an entitlement to charge processing charges at the rate of 2% plus applicable taxes thereof on the agreement of resale, as a facilitation fee to ensure that the inherent nature of the Project is not compromised by bringing in any member or resident who does not subscribe to the guidelines, bye laws and/or objectives of the Project and upon the handing over of the management and control to the Entity & Organisation, then the Entity & Organisation; provided however that if the sale/transfer is in favour of the spouse or child, parents or brother or sister of the either Allottee/s, the Allottee/s shall be solely responsible at their cost, for execution/ registration of such documents to effect such transfer post approval of the Promoter and no facilitation fee shall be applicable but the prior written approval from the Promoter in the manner stipulated above shall be required to be obtained. It is agreed by and between the Promoter or Entity & Organisation and the Allottee/s 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 Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes. Allottee/s undertakes that it shall not divide/ sub-divide the Flat in parts without the prior consent of Promoter or Entity & Organisation, except the partitions, additions, and alterations as provided in the Agreement. It is further agreed by Allottee/s they shall make sure that in the event the Flat is transferred/ sold or Allottee/s gives temporary possession to any third party, such person shall from time to time, sign all applications, papers and documents and do all the acts, deeds, which Promoters require necessary for safeguarding its interest in the Project.

10.4.7 The Allottee shall observe and perform all the rules and regulations which the Entity & Organisation (to be formed and constituted in respect of the Project) may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance, and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the Governmental Authorities. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Entity & Organisation to be formed and constituted in respect of the Project regarding the occupancy and use of the Flat and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

10.4.8 The Promoter shall be fully entitled, and at liberty, to undertake periodical inspection of the Flat through its authorized representative/s or the Project Architect and/or the Project Engineer.

10.4.9 On and after the Allottee/s is/are permitted to enter upon the Flat, after the Date of Offer of Possession in terms of Article (5), to make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other

allied work in the Flat. In case such debris is not removed by the Allottee/s, the Allottee/s shall pay/reimburse to the Promoter, the cost incurred in the removal of such debris;

10.4.10 Upon and after the Allottee/s is/are permitted by the Promoter to enter upon the Flat as provided herein and until the execution of the MHADA Land Lease, EWS Land Assignment, and Deed of Conveyance/ Lease Deed in favour of the Entity & Organisation as provided in Article (13) and (14), the Promoter, and/or Promoter Affiliates, and/or any Governmental Authorities and their respective officers, agents, or representatives, including the PMC, the Project Architect and any engineers, surveyors, contractors, agents and employees, with or without workmen and others, have and shall have at all reasonable times, the right to enter into and upon the Flat, the Project Land, the Buildings, the Common Areas & Amenities, and the Flat and the Parking Spaces, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to the Project,

10.4.11 Not to store in the Flat any goods, objects or materials which are or may be of hazardous, combustible or dangerous nature, or are or may be so heavy as to damage the construction or structure of the Building, or the storing of which goods, objects or materials is objected to or prohibited by the Promoter, and/or the PMC, and/or any Governmental Authorities, and shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or may be likely to damage the lifts or the entrances, staircases, common passages or any other structure, or part, of the Building, no common parts of the Building will be used by the Allottee/s for keeping / chaining pets / animals, dogs, birds or no storage of cycles, motorcycles, waste / refuse, nor the common passages shall be blocked in any manner and to be liable for all damage that may be caused thereto by the Allottee/s; The Allottee/s shall be responsible for the care, health, safety, security, well-being etc. of their pets (if any) and are forbidden to leave them in the common areas of the Building and the Project.

10.4.12 not, without the prior written permission of the Promoter, and/or the PMC:

10.4.12.1 to carry out or undertake any painting, decoration, or other work, to the exterior of, or outside, the Flat;

10.4.12.2 to affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Building and/or in any part of the Project Land, and/or the Buildings, and/or the Common Areas & Amenities;

10.4.12.3 to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/balconies or other open space/s (if any) forming part of or appurtenant to the Flat as also the Parking Space/s, and/or affix/install grills to the windows only as approved by the Promoter to maintain uniformity or grill/s or safety door/s to the main door/s of the Flat;

10.4.12.4 to hang clothes, garments or any other thing from the windows or balcony/ies of, or appurtenant to, the Flat;

10.4.12.5 to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the Buildings, and/or any of the Common Areas & Amenities, (as and when ready) and/or any other part of the Project, and to make payment of any additional or increased premiums in respect thereof, as may arise on account of any breach by the Allottee/s;

10.4.12.6 to throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the Flat, in the compound or any portion of the Project Land, and/or the Buildings, and/or the Common Areas & Amenities;

10.4.12.7 to do or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the allottees, purchasers, owners or occupiers of any other Premises in the Project;

10.4.12.8 to demand or claim any partition or division of the Allottee/s' ultimate interest as provided herein, in the Project Land, and/or the Buildings, and/or the Common Areas & Amenities, and/or any part thereof, it being expressly agreed, understood and confirmed by the Allottee/s that his/her/their/its interest therein will, if the allotment and sale herein is completed, be impartible, and will be held only through the Entity & Organisation formed by the Promoter in respect of the Building, of which he/she/they/it shall be admitted a prospective member, in terms of Article (13);

10.4.12.9 not to fix or install any window antenna on the roof or terrace or external façade of the Building except at the places earmarked specifically for such antenna's prior sanctioned by the Promoters and/or the Entity & Organisation.

10.4.12.10 not to fix or install air conditioners or heaters in the Flat, save and except at the places which have been specified in the Flat for the installation nor in any way disturb the external façade of the Flat.

- 10.5 Open terraces, if any, forming part of and attached/appurtenant to any of the Premises in the Project are intended for and shall be exclusively used and occupied by the respective purchasers, allottees, and owners of the concerned Premises who shall never be entitled to enclose such open terraces without the prior permission in writing of the Promoter and Governmental Authorities, and in case such permissions are granted by the Promoter, the Governmental Authorities, the concerned purchasers, allottees and owners of such Premises in the Project shall observe, perform and comply with all the terms and conditions as may be stipulated in respect thereof and also for the consequences arising from any breach or violation thereof. Allottee/s shall not use the said Flat in the manner, so as to cause blockade or hindrance to common passages, verandah or terraces.
- 10.6 The Allottee/s shall plan and distribute the electrical load in conformity with the electrical systems installed by the Promoters and shall sign and execute all documents, agreements,

etc. for the purpose of obtaining electricity, power back-up facility, etc. as and when required by the Promoters.

- 10.7 The Allottee/s are aware that tiles and natural stone are susceptible to staining and variations in shade and shall not make the Promoters be held liable in any manner whatsoever, for the same.
- 10.8 That it is agreed and accepted by the Allottee/s that upon creation / incorporation of the Entity & Organisation, the common equipments pertaining to power back-up, etc. shall be transferred in favour of the said Entity & Organisation and that unless agreed the Promoters shall thereafter be in no manner held responsible or liable for maintenance, upkeep, refurbishing or replacement of the same, as the liability of the Promoters is limited to installation of the said equipment only for the first time.
- 10.9 The Allottee/s shall, if and whenever requested by the Promoter hereafter, and within seven (7) Days of receiving the Promoter's written intimation in this regard, sign, execute and deliver to the Promoter in such form as may be desired by, it, any applications, consents, deeds, writings, etc. recording the confirmations and consents given and granted in this Agreement, and shall attend the office of the Promoter for this purpose.
- 10.10 Notwithstanding that the Allottee/s may contemplate availing of, or has/have availed of, a loan in respect of the purchase of the Flat, and/or the Allottee/s has/have mortgaged, or will mortgage the Flat with such bank or financial institution (which is to be subject to the issuance by the Promoter's no objection/consent letter to such bank or financial institution) to secure such loan it shall be sole and entire responsibility of the Allottee/s to ensure that the payment of the Aggregate Payments, including the Purchase Price and every part thereof is completed, and the Promoter shall never be liable or responsible for the repayment of any loan availed of by the Allottee/s and/or any such mortgage; and the Allottee/s agrees to indemnify and keep indemnified and saved harmless the Indemnified Parties of, from and against all claims, costs, charges, expenses, damages and losses which they or any of them may suffer or incur by reason of any action that such banks/financial institution may initiate in relation to such loan or mortgage. Notwithstanding anything to the contrary herein, the Allottee/s hereby agree/s and undertake/s that the Promoter shall always and have first lien and charge over the Flat in respect of, and to secure, the Aggregate Payments due and payable by the Allottee/s and the remaining unpaid / outstanding outgoings to the bank or financial institutions shall remain subservient to the rights of the Promoter including interest thereon and accordingly, without prejudice, the Allottee/s irrevocable obligation and liability to make payment thereof, any mortgage, charge, security interest, etc., created over, and/or in respect of the Flat shall always be subject to the Promoter's aforesaid first lien and charge, and subject to all the Promoter's rights, powers and entitlements under this Agreement.
- 10.11 The Allottee/s agrees and undertakes that the Promoters shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Flat by the concerned authorities due to non-payment by the

Allottee/s of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.

- 10.12 And the Allottee/s irrevocably agree/s, confirm/s and undertake/s that the covenants and obligations herein, on their part and strict observance and performance thereof, are made, given and to be observed and performed both in his/her/their/its personal capacity, and as prospective member/s of the Entity & Organisation.

ARTICLE 11 - GENERAL CONDITIONS, GOVERNING THE TRANSACTION

The Allottee/s hereby agree/s, undertake/s confirm/s and covenant/s as material, vital and integral terms and conditions of the agreement herein is and shall always be subject to the following:

- 11.1 the Project shall always be called/known by the name “The Views” more particularly stated in **Annexure ‘D’** hereto, which name shall not be changed without the prior written permission of the Promoter, and thus shall, at all times, be binding upon the Allottee/s, all purchasers and allottees of Premises in the Buildings, and the Entity & Organisation formed in respect of the Project.
- 11.2 all schemes and resolutions affecting or pertaining to the Project, the Project Land, or the Buildings, the Common Areas & Amenities, or any part/s thereof, made or to be made by the Promoter and/or any Governmental Authorities, or other persons, or private body/ies, as also all the terms, conditions, covenants, provisions, stipulations and restrictions contained in any Approvals.
- 11.3 all the terms, conditions, covenants, stipulations and provisions contained in all the agreements, deeds, documents and writings executed and/or to be executed by and between the Promoter, and/or its predecessors, in respect of the Project Land, and/or between the Promoter and Promoter Affiliates, and/or between the Promoter, or Promoters Affiliates.
- 11.4 all terms, conditions, easements, restrictions, covenants, rights, interests and benefits, affecting, and/or for the benefit of the Project Land, or any part thereof, including in respect of repairs and maintenance and/or to contribute to the repairs and maintenance of roads, ways, passages, sewers, drains, gutters, fences, boundary walls and other amenities, facilities, infrastructure and utilities in respect thereof. In this regard, the Promoter shall not be liable or required to show the creation of, or define, or apportion, any burden.
- 11.5 all terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings or writings given, or to be given, to Governmental Authorities, and in respect of Approvals, and/or special rights and privileges and building agreement/s made or executed or to be made or executed in respect of the Premises in the Project.

ARTICLE 12- REPRESENTATIONS OF THE PROMOTER

Subject to the disclosures made herein by the Promoter, and what is stated in the Legal Title Report, the Promoter hereby represents and undertakes as follows:

- 12.1 The Promoter holds rights and entitlements to develop Project Land;
- 12.2 The Promoter shall apply for and obtain all necessary Approvals from time to time in respect of the Project;
- 12.3 The Promoter has not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the Flat; and,
- 12.4 The Promoter is not restricted in any manner whatsoever from agreeing to allot and sell the Flat in the manner contemplated herein.
- 12.5 The Promoters has the right to enter into this Agreement and has 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.
- 12.6 The Promoter state that there are no encumbrances upon the Land or the Project except those disclosed in the list of encumbrances in Recital M and Title Certificate mentioned in **Annexure 'E'** respectively and the Agreement herein.
- 12.7 The Promoter state that there are no litigations pending before any Court of Law with respect to the Project, Land or Larger Land except those disclosed in the list of encumbrances and Legal Title Report mentioned in **Annexure 'E'** and the Agreement herein.
- 12.8 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) has been received or served upon the Promoters in respect of the said Land except those disclosed in the Legal Title Report.
- 12.9 The Promoters confirms as follows:-
 - 12.9.1 In case during the course of construction and/or after the completion of the Project, further construction on any portion of vacant land or building or terrace becomes possible, the Promoters shall have the exclusive right to take up or complete such further construction.
 - 12.9.2 In the event of paucity or non-availability of any material the Promoters may use alternative materials/ article but of similar good quality. The decision of the Promoter on such changes shall be final
 - 12.9.3 Drinking Water, Sewerage and Drainage Source: Water Supply, Sewerage and Drainage Connection would be made available from such source as may be provided or permitted by the competent authorities.
 - 12.9.4 Fire Fighting: Fire fighting facilities would be made available as per the approved plans as may be provided or permitted by the competent authorities
 - 12.9.5 Emergency and evacuation facilities: Emergency facilities would be made available if required as per the approved Plans.

ARTICLE 13 - ENTITY & ORGANISATION

- 13.1 The Promoter, in its discretion, and subject to Force Majeure Events, intends as follows:
- 13.1.1 The Promoter shall, in the Promoter's discretion, as prescribed under RERA, form and register Entity & Organisation/s in respect of the Project and Phase 2. The nature and type, of the Entity & Organisation shall be determined by the Promoter in its discretion.
- 13.1.2 The Entity & Organisation to be formed and constituted in respect of the Project shall be known by such name as the Promoter may decide, which name shall not be changed by the Allottee/s, and/or any other purchasers of the Project and/or Phase 2 and/or the Entity & Organisation/s without the prior written consent of the Promoter;
- 13.1.3 The Allottee/s shall co-operate with the Promoter and shall sign and execute application forms, papers, declarations, documents and other writings for registration the Entity & Organisation to be formed and constituted in respect of the Project and for taking up membership thereof including the bye-laws of the proposed Entity & Organisation, and to deliver the same to the Promoter no later than seven (7) Days from the date the same have been forwarded by the Promoter to the Allottee/s, and to attend the office of the Promoter so as to enable the Promoter to respectively register the Entity & Organisation. An application form, declaration and other forms for the purpose of enrolling Allottee/s as a member of the Entity & Organisation shall be duly filled and executed. No objection shall be taken by the Allottee/s with respect to any changes or modifications, if any, are to be 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. The Promoter, shall not be liable for any claims or penalties for delay in forming the Entity & Organisation, on account of any delay of the purchasers and allottees in complying with the above.
- 13.2 The Promoter will have the right to decide upon which Premises are to be developed first in the said Project and in the Phase 2 as well. All the Premises may not be constructed simultaneously. The said Project will be completed in various construction phases/slabs and availability of Common Areas and Amenities, facilities, services will be dependent on the construction phase.
- 13.3 The Promoter proposes to maintain the Common Areas and Amenities and provide upkeep for the said Larger Lands, until the formation of the Entity & Organisation (as may be applicable), as per the terms of this Agreement. With this view in mind, the Promoter shall appoint a Maintenance Company ("**Maintenance Company**") for the maintenance and up-keep of the same for a period of 2 (two) years. Even after formation of the Entity & Organisation, such Maintenance Company can continue to be appointed for maintenance and up-keep on such terms and conditions as the Promoter may deem fit, and the Allottee/s hereby gives their unequivocal consent for the same. For this purposes the Promoter shall provide suitable provisions in the

documents and deeds executed for the purpose of formation of the Entity & Organisation (as may be applicable).

- 13.4 It is in the interest of Allottee/s to help the Maintenance Company in effectively keeping the Flat, and Project and Phase 2 secured in all ways. Allottee/s hereby agree/s that for the purpose of security, the Maintenance Company shall be free to restrict the entry of visitors, which the security appointed by the Maintenance Company, feel suspicious. The Allottee/s hereby agrees to abide by all the rules and regulations framed by the Maintenance Company as may be framed by the Maintenance Company from time to time for the upkeep and maintenance of the Buildings in the Project and the Balance Project.

ARTICLE 14 - ASSIGNMENT; TRANSFER

- 14.1 The Promoter, in its discretion and as prescribed under the applicable laws, and subject to Force Majeure Events, shall transfer and convey the buildings in respect of the Project and Phase 2 and the Common Areas & Amenities, to the Entity & Organisation/s under one or more deed/s of conveyance / lease deed by MHADA / MCGM as applicable (hereinafter referred to as “**Deed/s of Conveyance**”), which deed/s of conveyance shall be executed at the discretion of MHADA/ MCGM and its officers from completion of each of the buildings in respect of the Project and Phase 2 and/or on the happening of all the following events, whichever is later, that is (a) the receipt of the Occupation Certificate/s in respect of the last of the Building/s; and, (b) the receipt of the entire purchase price and consideration by the Promoter from all the purchasers and allottee/s of the Premises in the Building/s and on the terms and conditions contained herein and in the manner as described in this Agreement. The Deed/s of Conveyance shall be subject to this Agreement and all other agreements for sale executed with the other purchasers and allottees in the Project and the rights, interest, easements, powers, authorities, privileges, authorities, vested and reserved herein/therein unto the Promoter. If necessary, the Promoter shall make MHADA as a confirming party to the Deed/s of Conveyance. The aforesaid deed/s of conveyance/s shall contain covenants to be observed and performed by the Entity & Organisation formed in respect of the Project and Phase 2 viz: (a) to pay the share of taxes in respect of all taxes assessment, dues, cesses and outgoings, in respect of the said Project and/or Phase 2, and/or the Entire Free Sale Land and/or any portion thereof, (b) to bear and pay any contribution of costs, charges and expenses as may be levied by the Promoter, (c) not be entitled to any part or portion of the Aggregate Development Potential which shall always stand vested in the Promoter and the Promoter shall always be entitled to utilize and exploit the same on the said Project and the Other Projects and the Entity & Organisations formed in respect of the Project and Phase 2 shall not have any objection in this regard, (d) to do all other acts, deeds, matters and things as may be necessary to enable the Promoter to continue / resume the development of the remaining phases in respect of the Project and the Other Projects any of its members. The entire development of the Entire Free Sale Land shall deemed to be completed upon the development of the Entire Free Sale Land by utilization of the entire Aggregate Development Potential in accordance with any scheme introduced by the Government, MHADA, MCGM, or any other statutory bodies/authorities and on

completion of the Common Areas and Amenities and the sale of built-up areas therein and receipt of all sale and other proceeds and deposits and amounts payable under these presents and the agreements to sell and / or let-out made with purchasers and / or lessees, licensees, etc. and formation of all Entity & Organisations formed in respect of the Project and Other Projects and execution of lease deed/s / conveyance, EWS Land Assignment and MHADA Land lease. It is clarified that it shall be the sole responsibility of Entity & Organisation and all allottees and purchasers of the Premises in the Project and the Other Projects to adhere to and comply with all the terms, conditions and covenants stipulated by MHADA under the MHADA Land Lease, and EWS Land Assignment, and shall be solely responsible to obtain further renewals of the leases granted under the MHADA Land Lease, and EWS Land Assignment and the Promoter shall never be held liable or responsible in respect thereof.

14.2 The Allottee/s agree and confirm, personally and as prospective member/s of the applicable Entity & Organisation, that he/she/they/it, is/are not entitled to and shall never raise any objection or dispute and/or claim any compensation, if the area of the Project Land and/or any or all of the buildings in the Project and Phase 2, and/or the remaining development of the Project and Phase 2, that is proposed to be transferred as provided in this Article (14), shall be at variance with, or may be less than, the area contemplated, or referred by herein, including virtue of any Reservations, encroachments, spaces for sub-station (by electricity supply company), if any, and/or the Reservations being handed over and transferred to and/or acquisition of any portion of the Project Land by MHADA, and/or MCGM and/or other Governmental Authorities, during the course of development of the Project Land, or for any other reason whatsoever.

14.3 Upon the Promoter completing, in its discretion, the development of all phases of the Project and the Other Projects, which shall mean and include construction of all the buildings therein and the Common Areas & Amenities, the Entity & Organisations in respect of the Project (Phase 1) and Phase 2 being formed and constituted and the entity & organization/Promoter/Promoter's nominees in respect of Phase 3 (if required), the Promoter shall: (a) cause the EWS Tenants Association to assign in favour of each of the Entity & Organisations proportionate undivided share in the leasehold rights under the EWS Lease Deed in respect of the part/portion of the EWS Land under a Deed of Assignment for the then unexpired residue of the term and upon the terms, conditions and covenants as mentioned thereunder ("**EWS Land Assignment**"), and (b) cause MHADA to execute in favour of the Entity & Organisations a lease deed in respect of portions of the Entire Free Sale Land (which excludes the EWS Land) upon the terms, conditions and covenants stipulated by MHADA (hereinafter referred to as "**MHADA Land Lease**").

14.4 The Promoter shall, on or prior to execution and registration of the MHADA Land Lease, EWS Land Assignment, and the Deed/s of Conveyance/s make full and true disclosure of the nature of its rights and entitlements to the Entire Free Sale Land including the Project Land, the Buildings, the Other Projects and the Common Areas

& Amenities to the Entity & Organisation, as well as encumbrances thereon, if any, including any right, title, interest or claim of any person/s in, to or upon the same;

- 14.5 All the documents, writings, to be executed, as referred in this Article (14), and all other related documents and writings to be executed in relation thereto and/or in pursuance thereof, including bye-Laws, rules and regulations of the Entity & Organisation formed in respect of the Project formed in respect of the Project and all writings, forms, applications, etc. in relation to the proposed formation and registration thereof, shall all be prepared and approved by the Advocates and Solicitors appointed by the Promoter, and the same shall contain such terms, conditions, covenants, stipulations and provisions, including those contained in this Agreement including reserving the rights, powers, authorities and benefits of the Promoter, as the Promoter deems fit, in its discretion.
- 14.6 The Allottee/s is/are fully and completely informed and is/are aware that the Societies are the lessees of the Societies' Land which form part of the Larger Land, including the Entire Free Sale Land upon and subject to the covenants and conditions contained in the Societies' Lease Deeds and that the Promoter shall in accordance with the Approvals, cause MHADA to rectify and amend the Societies' Lease Deeds in respect of the Societies' Land to reflect the Societies Rehabilitation Portion, which may then form part of the Entire Free Sale Land or part thereof or future development and the Allottee/s does not have any right, title or interest in and to such lands and will not raise any objection and/or requisition in respect thereof;
- 14.7 The Allottee/s shall pay all charges and expenses with respect to matters set out in Article 13 and 14, including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, Share Money, Legal Charges, Society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease, as the case may be, as and when called upon by the Promoter and/or Entity & Organisation, as the case maybe.

ARTICLE 15 - UNSOLD PREMISES

- 15.1 The Promoter after the formation of the Entity & Organisation, shall be absolutely entitled to hold and shall have absolute authority and control as regards the Unsold Premises in the Project and Other Projects. All Unsold Premises in the Building and Project, including without limitation, Parking Space and other spaces in the basement and anywhere else in the Building, Project and Other Projects shall continue to remain in overall possession of the Promoter, and the Promoter shall be entitled to enter upon the Project, Other Project and Entire Free Sale Land or any part thereof, to enable the Promoter to complete any unfinished construction work and to provide amenities and facilities as the Promoter may deem necessary.
- 15.2 Even after the Promoter developing the said Project and the Other Projects, the Promoter shall continue to have a right to hold, let, sub-let, dispose of and/or otherwise deal with in any manner whatsoever the remaining Unsold Premises in such manner as they deem fit and the sale proceeds thereof shall belong absolutely to the Promoter and the

purchaser/s and Allottee/s of such Unsold Premises. The Promoter may become a member of the Entity & Organisation to the extent of all Unsold Premises in the Project in the Building and said Project Land and as and when such Unsold Premises are sold to the persons of the choice at the discretion of the Promoter the entire realizations shall belong to the Promoter alone in respect of these Unsold Premises. The Promoter shall be liable to pay only the municipal taxes at actual in respect of the Unsold Premises, then held by them respectively. Such purchaser/s and Allottee/s (including the Promoter) shall not be required to pay any transfer fees, charges, premium and/or donation and/or compensation and/or cost in any form whatsoever to the proposed Entity & Organisation or any other entity save and except the membership fee, share money and entrance fee per member for such remaining unsold flats/ premises.

- 15.3 The Promoter shall be entitled to enter in separate Agreements with the Allottee/s of different Premises in the Project on terms and conditions decided by the Promoter in its sole discretion and shall without any delay enroll such Allottee/s as member/s of the Entity & Organisation.
- 15.4 The Allottee/s and / or Entity & Organisation shall not claim any reduction in the Purchase Price and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Promoter shall not be liable to pay or contribute any amount on account of non-occupancy charges or for any other charges or fund provided for under the bye-laws, rules and regulations or resolutions of the Entity & Organisation.

ARTICLE 16 – TERMINATION

- 16.1 The Allottee/s agree/s and confirm/s that, without prejudice to all the rights, powers, authorities, discretions, entitlements and remedies of the Promoter under this Agreement, and Applicable Law, the Promoter shall be entitled, in its discretion, to terminate and cancel this Agreement in the circumstances set out in Article (16.2) and/or (16.3) hereinbelow.

A. TERMINATION DUE TO DELAY OR DEFAULT OF THE PROMOTER

- 16.2 If due to Applicable Law, and/or any action of Government Authorities, and/or any legal action, circumstances, or reasons, and/or any Force Majeure Event, the Promoter, in its discretion, is of the opinion that the Project, including construction of any of the Buildings, and/or the Common Areas and Amenities, shall or may be suspended, or stopped, for twelve (12) months, or more, or any part of the Project has, in fact, been stopped or suspended for the aforesaid period of twelve (12) months, then the Promoter shall be entitled, in its discretion, to terminate and cancel this Agreement by delivering a written notice of termination to the Allottee/s. The Allottees at their sole discretion may opt to continue with the allotment thereto and the Promoter shall be bound to pay delayed interest as applicable being 2 (two) % above the State Bank of India highest Marginal Cost of Lending Rate or such interest as may be applicable under the Ownership Act from time to time. However, in the event the Allottee opt and decides to terminate and not continue with the Project then the delivery of such notice to the Allottee/s, this Agreement and any writings as may have been executed in pursuance hereof, shall automatically and forthwith

stand cancelled and terminated, without any further act, deed, matter or thing having to be done, executed, or performed, by the Parties; provided that the Promoter may, in its discretion, direct the Allottee/s to execute and register a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement, which the Allottee/s shall be bound and liable to do. Pursuant to the aforesaid termination, and subject to the Allottee/s executing and registering the aforesaid Deed of Cancellation, if called upon by the Promoter, and thereupon the Promoter shall refund to the Allottee/s solely the Purchase Price installments and unutilized Other Charges & Deposits received and realised by the Promoter. The aforesaid refund amount less the brokerage/commission paid to estate agent/s in relation to the allotment of the Flat, shall be paid by the Promoter upon resale of the said Flat to any other party and upon realization of the purchase price and such other amounts from the new allottee/ purchaser. It is agreed and clarified that other than the aforesaid refund amount to be paid, the Promoter shall not be liable to make payment of any further or other damages, compensation amounts, or liabilities to the Allottee/s, and shall not be liable to refund any of the Taxes paid by the Allottee/s.

B. TERMINATION DUE TO DEFAULT OF THE ALLOTTEE

16.3 If the Allottee/s commits an Event of Default, the Promoter shall be fully and freely entitled, in its discretion, and without prejudice to all its rights and remedies herein, and under Applicable Law, to deliver to the Allottee/s a fifteen (15) Day prior notice in writing of its intention to terminate and cancel this Agreement and specifying therein the breach or default of the terms and conditions on account of which the Promoter intends to terminate this Agreement, and if the Allottee/s fails, refuses and neglects to remedy or rectify such Event of Default, to the satisfaction of the Promoter, by the expiry of the aforesaid notice period of fifteen (15) Days, then this Agreement and any writings that may have been executed in pursuance hereof shall automatically and forthwith stand cancelled and terminated without any further act, deed, matter or thing being required to be done, executed and performed; provided that the Promoter, in its discretion, may require the Allottee/s to execute and register a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement, which the Allottee/s shall be liable to do.

16.4 On and after such termination, the Promoter shall deduct and appropriate from and out of the Purchase Price and the Other Charges & Deposits paid by the Allottee/s, and received and realised by the Promoter: (i) Amount equivalent to 15% of the Sale Consideration ('Forfeiture fees') (ii) tax liabilities paid and/or due and payable by Allottee/s in respect of Apartment, (iii) the amount of Interest payable by the Allottee/s to the Promoter in terms of this Agreement from the date of default in payment till payment and/or realization by the Promoter as stated herein, (v) amount of penalty (including taxes) for dishonor of cheque (if any) by the Allottee/s under this Agreement, (vi) all amounts or amounts equivalent to any subvention cost (if the Allottee/s has opted for subvention plan), benefits, discounts, rebate, concession, gift card, white goods (inclusive of taxes) etc. granted to the Allottee/s by the Promoter in respect of the booking of the Allottee/s irrespective of whether such benefits have been utilized by the Allottee/s until the date of cancellation of the said Flat, (v) stamp duty and registration amounts paid by the Promoter for the said Flat; and the net balance thereof, shall, subject to the Allottee/s executing and registering

the aforesaid Deed of Cancellation if directed by the Promoter, be paid to the Allottee/s, by the Promoter within thirty (30) Days from the date on which such amounts are required to be paid to the Allottee/s, subject always to receipt by the Promoter of purchase price and consideration (excluding Taxes) that is sufficient to defray the installment/s thereof. It is agreed and clarified that other than the aforesaid amount, the Promoter shall not be liable to bear, pay and discharge to the Allottee/s any other amounts, charges, liabilities, compensation or damages.

- 16.5 The Allottee/s further agrees that the Promoter shall refund the balance amounts either by way of (i) personal hand delivery of cheque(s) (whether the Allottee/s encashes the Cheque/s or not) to the Allottee/s or (ii) courier of cheque(s) to the Allottee/s at the aforementioned address mentioned in the Agreement for Sale, or (iii) through any other means as the Promoter may deem fit. The Promoter may at its discretion also make refund through RTGS to the Allottee/s as per account details for refund as mentioned in the Application form or Agreement signed by the Allottee/s. In case of Allottee/s who have availed home loan and mortgaged the said Flat to any Bank/ Financial Institution, such refund to Allottee/s shall be processed post intimation to any Bank/ Financial Institution and release of amounts to such Bank/ Financial Institution as per agreements, documents, papers etc. signed between the Allottee/s and such Bank/ Financial Institution and the Allottee/s.

C. TERMINATION BY THE ALLOTTEE FOR NO DEFAULT / DELAY BY THE PROMOTER

- 16.6 If the Allottee/s terminates the said Agreement for no default / delay by the Promoter whatsoever, at the Allottees own will and option, then the Promoter shall be fully and freely entitled, in its discretion, to forfeit the entire Sale Consideration paid by the Purchaser till date and without prejudice to all its rights and remedies herein, and under Applicable Law, then this Agreement and any writings that may have been executed in pursuance hereof shall automatically and forthwith stand cancelled and terminated without any further act, deed, matter or thing being required to be done, executed and performed; provided that the Promoter, in its discretion, may require the Allottee/s to execute and register a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement, which the Allottee/s shall be liable to do.

- 16.5 It is agreed and confirmed by the Allottee/s that the termination and cancellation of this Agreement, under any of the terms, conditions and provisions of the Agreement, including under Article (16.2) or (16.3) or (16.4), the following shall forthwith apply and bind the Allottee/s, that is:

16.5.1 the Allottee/s shall cease to have any right, title, interest, claim, or demand in or to the Flat and the Parking Space/s, under this Agreement, and the Promoter shall be fully and freely entitled, without any objection, or obstruction, to allot and sell, deal with and/or otherwise encumber, alienate or dispose off the same, in such manner, for such consideration and on such terms and conditions as the Promoter deems fit, in its discretion;

16.5.2 the Allottee/s shall never be entitled to make or raise any claim in respect of the appreciation in value or price of the Flat and/or the Parking Space/s as a result of any increase in market price, or as a result of any accretion or improvement that may have been made or installed at the request of the Allottee/s, or otherwise arising howsoever; and,

16.5.3 any mortgage, charge, lien or security interest created by the Allottee/s over the Flat, and/or the Allottee/s interest under this Agreement, shall automatically stand terminated, cancelled, released and discharged, without any act, deed, matter or thing required to be done, executed or performed.

ARTICLE 17 - INSURANCE AND SAFETY

Upon completion of construction of each of the buildings in the Project and the Other Projects, and subsequently upon completion of construction of the Common Areas & Amenities, the same shall be respectively insured by the Entity/Organisation formed in respect of the Project and the Other Projects, at their respective costs, risk and liability, to such extent, as they respectively deem fit, against risks including third-party liability, acts of God, etc.,

ARTICLE 18 – INDEMNITY

The Allottee/s hereby agree/s/covenants and undertake/s to indemnify and keep indemnified and saved harmless at all times, the Indemnified Parties, and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of: (a) any failure, breach, default, non-observance, or non-performance, or non-compliance by the Allottee/s of any of the terms, conditions and provisions of this Agreement, and/or (b) any accident or injury caused to, or suffered by, the Allottee/s, or his/her/their/its family members, guests, servants, agents, representative/s, and any person/s residing in, or occupying, or entering upon, the Project, including any persons visiting the Allottee/s or his/her/their/its family, guests or visitors or staff, and all persons claiming through or under them or any of them.

ARTICLE 19 - NO LIABILITY

19.1 Neither the Promoter, nor any Promoter Affiliates, nor the PMC, nor any of their respective directors, officers, employees, agents, or contractors, shall be liable to the Allottee/s, and/or any persons claiming through or under the Allottee/s, or otherwise, for and/or in respect of:

19.1.1 any harm, injury, loss or damage to any person/s, or property caused by, or through, or in any way associated with, a failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to the Project or any part thereof, and whether or not the same is caused by any Force Majeure Events, or otherwise however;

19.1.2 any harm, injury, loss, damage, or inconvenience suffered by, and/or caused to, any person/s, or property, due to, or related to, or caused by, or in the course of the use, or entry into the Flat, and/or the access to any part of the Project; and,

19.1.3 for the security, safekeeping and insurance, of the Project, or any part thereof, and of any person/s therein, and/or of the contents and possessions thereof.

ARTICLE 20 - GENERAL PROVISIONS

20.1 Interest; Other Charges

Without prejudice to all the Promoter's rights and remedies herein, and under Applicable Law, the Allottee/s shall be liable to pay, to the Promoter, Interest on all outstanding, overdue, and/or unpaid, Aggregate Payments calculated from the due date for payment thereof till payment in full (with accrued Interest). In addition to the Allottee/s's liability to pay Interest as aforesaid, the Allottee/s shall also be liable to pay and reimburse to the Promoter, all costs, charges, expenses and damages whatsoever, which may be incurred, borne, suffered, or paid, by the Promoter, including in relation to any suits, actions, proceedings, or notices filed, instituted or issued by or against it, for the purpose of enforcing any of its claims, rights and/or benefits under this Agreement and/or for enforcing obligations, payments of and recovering from the Allottee/s such outstanding amounts, charges and liabilities, including Interest as aforesaid under this Agreement.

20.2 Allottee/s Obligation of Confidentiality

20.2.1 The Allottee/s shall during the subsistence of this Agreement and at all times thereafter, keep strictly confidential all information imparted by the Promoter to the Allottee/s, and obtained by the Allottee/s under, and/or in connection with this Agreement on, before, or after, the date of execution of this Agreement, relating to the Project Land, and/or the Project and/or Phase 3, and/or current or projected plans or affairs of the Promoter, or Promoter Affiliates, including: (i) this Agreement and the terms hereof, (ii) all documents, records, writings, Plans, Approvals, the Informative Materials, etc., product information and unpublished information related thereto, and any other commercial, financial or technical information relating to the Project Land, and/or the Project, or any part/s thereof, and (iii) the existence of any discussions, or negotiations, any proposal of business terms, and any due diligence materials, and other transaction documents, in each case to the extent relating to the transaction contemplated under this Agreement (hereinafter referred to as "**Confidential Information**"), and shall not, without the prior written permission of the Promoter, which may be granted, or refused, in the Promoter's discretion, disclose, or divulge, directly, or indirectly to any third party, except to the Allottee/s advisors and officers (subject always to similar duties of confidentiality), any Confidential Information, except where any Confidential Information:

20.2.1.1 is required by Applicable Law to be disclosed;

20.2.1.2 is required to be disclosed by any Governmental Authority with relevant powers to which the Allottee/s is subject or submits;

20.2.1.3 is or shall (otherwise than by breach or default of this Agreement) be in the public domain;

20.2.1.4 is required in connection with any financing which the Allottee/s may require or has already obtained in terms and in accordance with this Agreement.

20.2.2 Without prejudice to the generality of the foregoing provisions, the Allottee/s agree/s and undertake/s that no press releases, statements, interviews, publicity, advertisement, notices, disclosures, and/or any other publicity, whether in print or digital media (including social media), of, or concerning, or related to, the agreement for allotment and sale herein, and/or any Confidential Information, shall be directly or indirectly issued, given, made, motivated, distributed, generated, or disseminated, in any manner, and by the Allottee/s, without the prior written permission of the Promoter, which permission may be refused by the Promoter, in its discretion.

20.3 Intellectual Property

20.3.1 The Allottee/s acknowledge/s that all Intellectual Property is and shall always be exclusively owned and held by the Promoter alone and that the Allottee/s shall never have any right, title, interest or licence in respect thereof;

20.3.2 The Allottee/s shall not reproduce/replicate/publish or use in any manner howsoever, whether for commercial purposes, personal reasons, or otherwise, any Intellectual Property, and/or any Plans, Approvals, Informative Materials and/or any such materials which may be created or intended/proposed to be created or marketed by the Promoter, and disclosed to the Allottee/s, prior to, or during the subsistence of, the Agreement;

20.3.3 The Allottee/s shall immediately bring to the notice of the Promoter any improper or wrongful use or any unauthorised replication/reproduction of Intellectual Property, by any persons or parties, which has come to its/their knowledge;

20.3.4 The Allottee/s shall not assist, and/or co-operate, with any person, in any manner howsoever, in the commission of any acts, deeds, matters or things, the commission whereof would amount to a breach or default of the provisions of this Article (20.3).

20.4 Promoter's Overriding And Paramount Right Over The Flat & Parking Space/s

20.4.1 Without prejudice, and in addition, to all its other rights and remedies under this Agreement, and the position that the Flat and the Parking Space/s are, and continue to be, exclusively owned and held by the Promoter and is merely agreed to be allotted and sold herein, the Promoter shall always be and be deemed to have first, overriding and paramount charge and lien over the Flat and the Parking Space/s in respect of all

outstanding and unpaid Aggregate Payments payable by the Allottee/s to the Promoter. The Allottee/s shall not transfer its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee/s under this Agreement, to the Promoter. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Promoter.

20.4.2 Nothing contained in this Agreement is intended to be, and/or shall be construed as, a grant, transfer, demise or assignment in law of any part of the Project Land, and/or the Buildings, and/or the Common Areas & Amenities to the Allottee/s. So far as the Allottee/s right/s, interest and benefit/s are concerned, the nature and scope of this Agreement is limited to an agreement for allotment and sale of the Flat strictly upon and subject to the terms, conditions and provisions herein. The Project Land, the Buildings, and the Common Areas & Amenities, are and shall always remain property of the Promoter until the transfer/s thereof, as provided in Articles (13) and (14), and in terms thereof. The Allottee/s shall also not have any claim, save and except, in respect of the Flat hereby agreed to be allotted and sold, and the benefit of the use of the Parking Space/s thereto.

20.5 Notices

20.5.1 All notices, intimations, demands, correspondence and other communications to be served on the Allottee/s or the Promoter, as the case may be, contemplated under, and/or in pursuance of this Agreement, shall be deemed to have been duly, effectively and sufficiently delivered, if dispatched to the Allottee/s or the Promoter by Courier or Registered Post A.D. or by hand delivery, or by any other means to the postal address, and/or by e-mail, at the e-mail address of the Allottee/s and the Promoter, respectively, as recorded in the Statement annexed hereto and marked **Annexure D**

20.5.2 It shall be the duty of the Allottees and 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.

20.5.3 In the case there are more than one Allottee/s all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottee/s.

20.6 Waiver

20.6.1 Neither this Agreement, nor any term or provision hereof, shall be changed, waived, discharged, or amended, orally, except that any term of this Agreement may be amended and the observance of any such term may be waived (either generally or in a particular instance and either retroactively or prospectively) by the Parties; provided

however that no such waiver shall extend to or affect any obligation of a Party not expressly waived by the other Party, or impair any right consequent therein.

20.6.2 Neither the failure to exercise, nor any delay in exercising, any right, power, privilege or remedy, by a Party, under this Agreement, shall in any way impair or affect the exercise thereof by such Party, or operate as a waiver thereof by the Promoter in whole or in part.

20.7 Promoter's Rights Cumulative

The rights, powers, privileges and remedies of the Promoter under this Agreement, are and shall be cumulative, and are not exclusive of any rights, powers, privileges or remedies of the Promoter, as may be available under Applicable Law, or otherwise.

20.8 Severability

Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof. If for any reason whatsoever, any provision of this Agreement is, invalid, illegal or unenforceable as declared by a court of competent jurisdiction or pursuant to the provisions of the Ownership Act, then the Promoter will prepare and provide the provision/s to be substituted, which provision/s shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

20.9 Entire Agreement

This Agreement constitutes and contains the entire, composite and complete agreement between the Parties with respect to the agreement herein for allotment and sale of the Flat, and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement, and supersedes all prior letters of intent, term sheets, writings, correspondence, e-mails, communications, negotiations, Informative Materials etc. (whether oral or written), issued, and/or executed and/or exchanged between the Parties, and/or their respective agents, representatives and officers; none of which shall be referred to and/or relied upon by the Allottee/s.

20.10 Registration

The Promoter and the Allottee/s shall, as required under RERA, immediately after the execution of this Agreement but in any event, not later than four (4) months from the date hereof, at the Allottee/s' own costs, expenses and initiation, present and lodge this Agreement for registration with the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances at Mumbai, and admit execution hereof. If the Allottee/s fail/s or neglect/s to present and lodge this Agreement for registration and/or admit execution thereof, for any reason whatsoever, the Promoter will not be liable or responsible for the non-registration of this Agreement and for the consequences arising therefrom, nor shall the Promoter be liable to pay any penalty for their late attendance to complete the registration formalities.

20.11 Binding Effect

It is agreed that forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s this Agreement with all the annexures and schedules along with the payments due as stipulated in the schedule of payment set out in the Statement annexed hereto and marked **Annexure 'G'** and secondly, appears for registration of the same before the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, as and when intimated in writing by the Promoter. If the Allottee/s fail to execute and deliver to the Promoter this Agreement within thirty (30) Days from the date of its receipt by the Allottee/s and/or appears before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within fifteen (15) Days from the date of its receipt by the Allottee/s, this Agreement and the application of the Allottee/s shall be treated as cancelled and the Promoter shall refund to the Allottee/s within sixty (60) Days from the cancellation of allotment all sums deposited by the Allottee/s with the Promoter in connection therewith less the Liquidated Damages, without any Interest or compensation whatsoever, provided however that taxes and outgoings, including GST, if any, already paid (including on the forfeited amount) or due and payable by the Allottee/s in respect of the Flat shall be borne by the Allottee/s and the Promoter shall not be liable to refund/reimburse the same. The Allottee/s shall not raise any objection in future whatsoever.

20.12 Costs

20.12.1 All costs, charges and expenses, excluding stamp duty and registration charges payable upon and in respect of this Agreement shall be borne and paid solely by the Allottee/s.

20.12.2 All costs, charges and expenses, stamp duty, registration charges, Taxes etc arising, and/or payable, in respect of all deeds, documents, instruments and writings incidental or related to this Agreement, and/or to be executed in pursuance hereof, that is, the assignment of leasehold rights of the Project Land under the MHADA Land Lease, EWS Land Assignment, and the transfer and conveyance of the Buildings, the Common Areas & Amenities by the Promoter to the Entity & Organisation, and all other related and incidental deeds, documents and writings including all costs, charges and expenses for preparing and engrossing the same, professional fees or charges payable to the Promoter's Advocates & Solicitors and towards stamp duty and registration fees, shall be proportionately borne and paid by the Allottee/s and by the purchasers and allottees of the other Premises in the Project. The Promoter shall not be liable to bear and pay any such liabilities, or contribute towards the same.

20.13 Successors and Assigns

20.13.1 No rights, liabilities or obligations under this Agreement shall be assigned by the Allottee/s without the prior written consent of the Promoter;

20.13.2 The Promoter shall always be entitled, in its discretion, to assign (by way of lease, mortgage, sale or otherwise), this Agreement, and/or all, or any of, its rights and obligations under this Agreement, to any Promoter's Affiliates. On such transfer, the assignee or transferee of the Promoters shall be bound by the terms and conditions herein contained.

20.14 Laws

This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with Applicable Law.

20.15 Arbitration

Any disputes or differences arising between the Parties under and in pursuance of this Agreement, and/or the transaction contemplated hereby, shall be referred to the arbitration of a sole arbitrator jointly appointed by the Parties. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification, or re-enactment thereof, or any statute enacted to replace the same in force from time to time. The arbitration proceedings shall be held in English language and the seat and place of arbitration shall be at Mumbai.

20.16 Jurisdiction

This Agreement shall be governed in all respects by Applicable Law and subject to the provisions of Article (20.15) (Arbitration), courts at Mumbai shall have exclusive jurisdiction.

20.17 Survival

This Article (20.17), Article (16) (Termination), Article (20.5) (Notices), Article (20.16) (Jurisdiction), Article (20.15) (Arbitration) and Article (20.2) (Confidentiality), and all other rights and obligations of the Parties that are held after, and/or are required to be observed and performed upon and after the termination of this Agreement, shall survive the termination of this Agreement, and the Parties shall continue to respectively hold such rights, and be bound, liable and obliged to comply with their obligations in respect thereof.

20.18 Method of Calculation of Proportionate Share wherever referred to in this Agreement

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 Flat to the total carpet area of all the Flats in the Project.

20.19 Compliance

20.19.1 That Allottee/s shall comply with all the legal requirements as required for the purchase of immovable property, viz the Flat as and when applicable. The Allottee/s has specifically agreed with the Promoters that the allotment of the Flat shall be subject to strict compliance of code of conduct and rules that may be determined by the Promoters for occupation and use of the Flat and such other conditions as per the applicable laws and further the Allottee/s do hereby confirm and agree to abide by all the rules and regulations of the Entity & Organisation as would be formed later on amongst all Allottee/s. The Allottee/s shall abide by all the laws of the land, local laws, rules, notifications etc., at all times, as may be applicable on the Flat and shall be solely responsible for the consequences of non-compliance of the rules and laws of the land, penalty imposed in case of the breach of the same, shall be borne by the Allottee/s alone.

20.19.2 If the Allottee/s is the resident outside India or having Non Resident Indian (NRI) or Overseas Citizen of India (OCI) status, such Allottee/s clearly and unequivocally confirms he shall be individually and solely responsible for compliance with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India (RBI) Act and Rules / Guidelines made / issued there under and all other applicable laws including that of remittance of payments, acquisition/sale or transfer of immovable property/s in India. The Allottee/s shall also furnish the required declaration the Promoters in the prescribed format, with such permission/approvals/no objections to enable the Promoters to fulfill its obligations under this Agreement. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority / Promoters, or in case of any implications arising out of any default by the Allottee/s, it shall be the sole liability and responsibility of the Allottee/s. The Promoters shall accept no responsibility in this regard and the Allottee/s shall keep the Promoters fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate in writing to the Promoters immediately and comply with all the necessary formalities, if any, under the applicable laws. In event of non-fulfillment of the permission as mentioned above, the amount paid towards Purchase Price paid in part if any will be refunded without interest, by the Promoters (excluding taxes) as per the cancellation under Article (16) process mentioned in this Agreement and the allotment cancelled forthwith and the Promoters will not be liable in any manner on such account. In case of Non-Resident Indians (NRI) and Persons of Indian Origin (PIO), all refunds, if any, shall, however, be made in Indian Rupees and Allottee/s alone shall be liable to get all the necessary permission for getting the refund of the amount paid towards the Purchase Price as mentioned above from the concerned authorities. In case of foreign remittance, the net amount credited to bank shall be taken as amount received and necessary bank charges shall be borne by the Allottee/s. The date in which such credit is made to the bank account of Allottee/s will be considered as date of payment and no other date. Allottee/s shall provide to the Promoters copy of the SWIFT message to trace the remittance in India.

20.19.3 The Allottee/s declares and confirms that the monies paid/payable by the Allottee/s under this Agreement towards the Flat is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002 and rules/directions/ orders enacted pursuant to the same, from time to time (collectively “**Anti - Money Laundering Regulations**”). The Allottee/s authorizes the Promoters to give his/ their personal information to any statutory authority as may be required from time to time. The Allottee/s further affirms that the information/ details provided herein is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Allottee/s further un-equivocally agrees and confirms that in case the Promoters becomes aware and/or in case the Promoters is notified by the statutory authorities of any instance of violation of Anti-Money Laundering Regulations, then the Promoters shall at its sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Allottee/s shall not have any right, title or interest in the Flat neither have any claim/demand against the Promoters. In the event of such cancellation/termination, the monies paid by the Allottee/s shall be refunded by the Promoters to the Allottee/s subject to the forfeiture clause and in accordance with the terms of the Application Form and Agreement only after the Allottee/s furnishing to the Promoters a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee/s.

20.19.4 The Allottee/s shall observe all the rules, regulations and bye-laws applicable to the allotment of the Flat and agree/s that it will be used only as per the regulations and designs concerning to the Building as approved by the said statutory authorities.

20.19.5 The Allottee/s agrees and confirms that their right, title, interest in the Flat shall be limited to and governed by what is specified by the Promoters

20.20 Show/ Sample/Mock up Flat

20.20.1 The Promoter hereby clarifies and the Allottee/s agree/s and understand/s that the Promoter shall make Show/Sample/Mock up Flat solely at its own discretion.

20.20.2 The Allottee/s agree/s and understand/s that all the materials and fittings which are exhibited in the Show/Sample/ Mock up Flat may vary as to its make, colour, shade, shape and appearance from the ones provided in the actual Flat agreed to be constructed.

20.20.3 The Allottee/s agree/s and understand/s that the interiors, furniture, kitchenette and fixtures in the Show/Sample/ Mock up Flat are provided only to give a vision of a furnished unit as per the advice of the interior designer. The layout of the Show/Sample/ Mock up Flat may be changed at some places as per the advice of the interior designer

20.20.4 The Allottee/s also agree/s and understand/s that the dimensions and the area of the Flat, which is agreed to be constructed, shall vary from the Show/Sample/ Mock up Flat based on the floor, block and location of the Flat.

20.21 Branding

20.21.1 It is agreed by the Allottee/s that the name of the Project and the Balance Project is “The View”; provided however that the individual buildings may be changed at the sole discretion of the Promoter and the Allottee/s shall not be entitled to raise any objection to the same.

20.21.2 The Allottee/s acknowledges, agrees and undertakes that the Allottee/s shall neither hold the Promoter or any of its sister concerns or affiliates liable or responsible for any representation/s or commitment/s or offer/s made by any third party to the Promoter nor make any claims/demands on the Promoter or any of its sister concerns or affiliates with respect thereto.

20.22 The Promoter and Allottee/s respectively state/s that they are respectively assessed to Income Tax and their respective Permanent Account Numbers are as mentioned in the Statement annexed hereto and marked **Annexure ‘D’**.

THE FIRST SCHEDULE ABOVE REFERRED TO **Description of Larger Land**

All these pieces or parcels of land admeasuring approximately 18,280.01 square meters situate lying and being at Old Survey no. 236-A (Part), CTS nos. 194A/9/10 and Plot G and 194A/9/11 and Plot H both of Village Ghatkopar, situate at Pant Nagar, Ghatkopar (East), Mumbai 400 075. bounded on

by North partly by Nalla and proposed 7.5 m wide road adjoining samta school

by South partly by E.E.H. and partly by 12.2 m wide roads of pant nagar layout

by East partly by E.E.H. and partly by Nala

by West by 12.2 m wide roads of pant nagar layout

THE SECOND SCHEDULE ABOVE REFERRED TO **Description of Entire Free Sale Land**

All these pieces or parcels of land admeasuring approximately 3442.27 (Plot H) plus 6154.96 (the Views) Sq. mtrs being part of Larger Property admeasuring 18,280.01 square meters situate lying and being at Old Survey no. 236-A (Part), CTS nos. 194A/9/10 and Plot G and 194A/9/11 and Plot H both of Village Ghatkopar, situate at Pant Nagar, Ghatkopar (East), Mumbai 400 075. bounded on

by North – By partly by Proposed 7.5 m wide road and partly by Nalla

by South by Partly 12.2 m wide road and partly by Eastern Express Highway

by East – Partly by Nalla and partly by Eastern Express Highway

by West - Partly by 12.2 m wide roads and buildings of EWS Tenants Association and 9 Societies.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Description of the Project Land)

All these pieces or parcels of land admeasuring approximately 5713.85 Sq. mtrs being part of Larger Property admeasuring 18,280.01 square meters situate lying and being at Old Survey no. 236-A (Part), CTS nos. 194A/9/10 and Plot G and 194A/9/11 and Plot H both of Village Ghatkopar, situate at Pant Nagar, Ghatkopar (East), Mumbai 400 075.

bounded on

by North – By Proposed 7.5 m wide road

by South by 12.2 m wide existing Pantnagar layout road and 18.3 m wide road

by East – Proposed 18.3 m wide road.

by West - Partly by 12.2 m wide roads and buildings of EWS Tenants Association and 9 Societies.

THE FOURTH SCHEDULE ABOVE REFERED TO:
(Description of the Flat)

All that the proposed residential flat bearing no., admeasuring approximately square meters Carpet Area (as per RERA), that is, approximatelysquare feet Carpet Area (as per RERA), on, floor, of the Building / Tower together with **1(One)** Car Parking Space/s bearing no.on the **Basement Level** ... of the Building in the Project known as “The Views” being developed on a portion of the Project Land, more particularly described in the First Schedule hereinbefore written.

The Carpet Area (as per RERA) of the Balcony (if any) is square mtrs. that is, approximatelysquare feet Carpet Area (as per RERA)

IN WITNESS WHEREOF, the Parties hereto, have hereunto, and to the counterpart hereof, set and subscribed their respective hands, the day and the year first hereinabove written.

SIGNED AND DELIVERED by the within
named Promoter **AGNEL DEVELOPERS
LLP**, Through Its Authorized Signatory,

1. Mr. Samkit Savla

2. Mr. Kunal Panchamiya

in the presence of

SIGNED AND DELIVERED by the within
named Allottee/s,

Mr.

Mrs.

in the presence of

RECEIPT

Received on or before execution hereof, of and from the within named Allottee/s, the sum of **Rs.**/- (RupeesOnly) being the Booking Amount agreed to be paid by the Allottee/s, to us as within-mentioned vide **CHEQUE /RTGS** as mentioned in **Annexure ‘G’**.

We say received,
For AGNEL DEVELOPERS LLP

Authorised Signatory

Annexure ‘A’
(Property Register Card)

Annexure ‘B’
(Plan)

Annexure ‘C-1’
(Intimation of Approval)

Annexure ‘C-2’
(Commencement Certificate)

Annexure ‘C-3’
(NOC from Airport Authority of India)

Annexure ‘C-4’
(Environment Clearance)

Annexure ‘C-5’
(MahaRERA Registration Certificate)

Annexure 'C-5'

(MahaRERA Registration Certificate)



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : **P51900031165**

Project: THE VIEWS , Plot Bearing / CTS / Survey / Final Plot No.:194A/9/10 AND 194A/9/11 at Mumbai City, Mumbai City, Mumbai City, 400075;

1. **Agnel Developers** having its registered office / principal place of business at **Tehsil: Mumbai City, District: Mumbai City, Pin: 400075.**

2. This registration is granted subject to the following conditions, namely:-

- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of 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;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
- The Registration shall be valid for a period commencing from 11/10/2021 and ending with 31/12/2025 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid



Dated: 11/10/2021
Place: Mumbai

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : **P51800033184**

Project: THE VIEWS II , Plot Bearing / CTS / Survey / Final Plot No.:Survey no 236 A Part 194A 9 10 AND Plot G 194A 9 11 AND Plot H at Mumbai City, Mumbai City, Mumbai City, 400075;

1. **Agnel Developers** having its registered office / principal place of business at Tehsil: **Mumbai City, District: Mumbai City, Pin: 400075.**
2. This registration is granted subject to the following conditions, namely:-
 - ◊ The promoter shall enter into an agreement for sale with the allottees;
 - ◊ The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of 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;
 - ◊ The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - ◊ The Registration shall be valid for a period commencing from 08/02/2022 and ending with 31/12/2025 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - ◊ The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - ◊ That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasan Premchand Prabhu
(Secretary, MHREERA)
Date:09-02-2022 15:28:55

Dated: 09/02/2022

Signature and seal of the Authorized Officer

Annexure ‘D’
(Flat and Allottee/s Details)

Sr.		Particular
(1).	Project	“The Views” to be developed and constructed on portion of Project Land more particularly described in the First Schedule of the Agreement for Sale.
(2).	Building	Tower ...
(3).	Flat	Flat bearing No. admeasuring approximately ...square meters Carpet Area (as per RERA), that is, approximately ... square feet Carpet Area (as per RERA) and The Carpet Area (as per RERA) of the Balcony is square mtrs. that is, approximately square feet Carpet Area (as per RERA) on .. floor of Tower ... of the said Building
(4).	Parking Space/s	1(One) Car Parking Space/s bearing noon the Basement Level ... in the Project known as “The Views”
(5).	Sale Consideration for Flat
(6).	Date of Offer of Possession of the Flat	On or before 31 st December 2025.
(7).	Postal address of the Allottee/s
(8).	Postal address of the Promoter	Hallmark Business Plaza, 602, Sant Gyaneshwar Marg, Bandra East, Mumbai – 400051
(9).	E-mail address of the Allottee/s.
(10).	E-mail address of the Promoter.	Care.mumrealty@adani.com
(11).	Permanent Account Numbers	Promoter - ABMFA8897J Purchaser –

Annexure 'E'

Ajay Basutkar
Advocate

20th January 2022

To:
MahaRERA

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to the demarcated portion of the lands admeasuring approximately 9,304.21 square meters ("**Development Portion**"), being a part of MHADA leasehold larger lands admeasuring 18,280.01 square meters bearing Survey no. 236-A (Part), CTS nos. 194A/9/10 and Plot G and 194A/9/11 and Plot H both of Village Ghatkopar, situate at Pant Nagar, Ghatkopar (East), Mumbai 400 075.

(1) We have investigated the title of the rights and entitlements of Messrs. Agnel Developers LLP, a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, ("**Agnel**")

(A) **Description of the Property** - Development Portion, that is, MHADA leasehold lands admeasuring approximately 9,304.21 bearing Survey no. 236-A (Part), CTS nos. 194A/9/10 and Plot G and 194A/9/11 and Plot H both of Village Ghatkopar, situate at Pant Nagar, Ghatkopar (East), Mumbai 400 075 ("**Entire Lands**").

(B) **Documents of allotment of Development Portion**

Registered Development Agreement dated 26th February, 2005, ("**DA-I**") and Registered Development Agreement dated 15th September, 2005 ("**DA-II**") Registered Development Agreement dated 15th September, 2005 ("**DA-III**") and Registered Power of Attorney dated 8th April, 2005, Registered Power of Attorney dated 15th September, 2005 and Registered Power of Attorney dated 20th October, 2005.

(C) 7/12 extract provides S. No. 236-A area admg. 89 Acres 15 Gunthas i.e. 4, 32, 525 sq.yds. is shown in the name of Bombay Housing Board as per the Mutation Entry No.2044 dated 16th October, 1958.

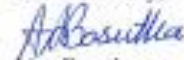
(D) **Search Reports** for 40 years from 1979 to 2019.

(2) **On Perusal** of the above mentioned documents and all other relevant documents relating to title of Agnel to develop the said Development Portion as detailed in Annexure 'A', we are of the opinion that Agnel is entitled to undertake the development of the Development Portion, and to allot and sell flats and premises therein on what is popularly known as "ownership basis" in accordance with applicable laws and regulations, subject to what is stated in Annexure A.

(3) **The Owner** of the land bearing CTS no.194A/9/10 and 194A/9/11 is Pant Nagar Ashtavinayak CHSL, Pant Nagar Satyavijay CHSL, Pant Nagar Vishranti CHSL, Pant Nagar Samadhan CHSL, Pant Nagar Sagar CHSL, Pant Nagar Sainath CHSL, Pant Nagar Chandrodaya CHSL, Pant Nagar Yashodham CHSL and Pant Nagar Adarsh CHSL.

This Legal Title Report and Annexure 'A' reflecting the flow of title and other matters in respect of Agnel's rights and entitlements to the Development Portion is as of 28th October, 2020, and Annexure 'A' is enclosed herewith and our detailed report on title will be annexed to the agreements for sale.

Yours faithfully,



Ajay Basutkar
Advocate

Encl: As above.

Room No. 5, 2nd Floor, Bahu Mansion, Nadirshaw Sukhia Street, Fort, Mumbai - 400 001.
T: +91 (22) 4973 8087 M: +91 98192 41616 E: ajay@ablegal.co.in

FORMAT 'A'
(Circular No. 28/ 2021)

Annexure A


Flow Of The Title Of The Said Development Portion

- (1). 7/12 extract provides S. No. 236-A area admg. 89 Acres 15 Gunthas i.e. 4, 32, 525 sq.yds. is shown in the name of Bombay Housing Board as per the Mutation Entry No.2044 dated 16th October, 1958.
- (2). Mutation Entry No. 2044 dated 16th October, 1958.
- (3). Search Report for 40 years from 1979 to 2019
- (4). Any other relevant title:
 - (A) The development of the Entire Lands which form a part of a larger lay-out of MHADA, the area of which has been amended from time to time under various lay-out approvals and permissions issued by MHADA.
- (5) Litigations
 - (i). L.C. Suit No. 2707 of 2009 – before the Hon'ble City Civil Court at Bombay
 - (ii). L.C. Suit No. 2708 of 2009 – before the Hon'ble Bombay City Civil Court
 - (iii). LC Suit No. 3444 of 2013 – before the Hon'ble Bombay City Civil Court
 - (iv). Writ Petition No. 2808 of 2017 – before the Hon'ble Bombay High Court
 - (v). L.C. Suit No. 5240 of 2007- before the Hon'ble Bombay City Civil Court

No adverse orders have been passed in relation to above litigations. In our opinion, the above matters will not hamper this Project.

Dated this 20th January 2022

Yours faithfully,


Ajay Basutkar
Advocate

Annexure ‘F’

(Common Areas & Amenities)

The aforesaid Common Areas & Amenities are the internal development works as defined under the RERA.

Annexure ‘G’

(Sale Consideration & Payment Schedule)

Receipt

Cheque date	Amount (Inclusive of Taxes)	Cheque no./RTGS	Bank Name

Annexure ‘H’

(Floor Plans)

Annexure ‘H-1’

(Parking Space)

Annexure ‘I’

(Flat Amenities)

Annexure ‘J’

(Other Charges & Deposits)