

**Deviation of Model Form highlighted in YELLOW COLOUR**

**Non-negotiable Clauses highlighted in GREEN COLOUR**

**DRAFT WITHOUT PREJUDICE**

All the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of RERA Act and the rules and regulations made thereunder (“Act”) and the exercise of such rights and obligations shall be subject to the provisions of the RERA Act and the rules and regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this said allotment letter / sale agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

**AGREEMENT FOR SALE**

THIS **AGREEMENT FOR SALE** is made and entered into at Mumbai on this \_\_\_\_ day of \_\_\_\_\_, Two Thousand and \_\_\_\_ (20\_\_\_\_)

**BY AND AMONGST**

**EQUINOX INDIA INFRAESTATE LIMITED (earlier known as INDIABULLS INFRAESTATE LIMITED)**, a company incorporated under the Companies Act, 1956 having its registered office at Office no 202, 2nd Floor, A-18, Rama House, Middle Circle, Connaught Place, New Delhi-110001, PAN No: [insert PAN details] by the hands of its [director / authorized signatory], Mr [·], duly authorised vide Board Resolution dated [·], hereinafter referred as “**Equinox**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and assigns or any person claiming under or through any of them) of the **FIRST PART**;

**AND**

**SPERO PROPERTIES AND SERVICES PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013, having its corporate office at One World Center, Tower 2A, 4th Floor, Senapati Bapat Marg, Mumbai - 400013, PAN No: [insert PAN details] by the hands of its [director / authorized signatory], Mr [·], duly authorised vide Board Resolution dated [·], hereinafter referred to as “**Spero**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns or any person claiming under or through any of them) of the **SECOND PART**.

**AND**

**ORICON ENTERPRISES LIMITED**, a company incorporated under the Companies Act, 2013, having its registered office at 1076, DR. E. Moses Road, Worli, Mumbai, Maharashtra, India, 400018, represented by GPA Holder the Promoter in turn represented by Mr [·], duly authorised vide Board Resolution dated [·], hereinafter referred to as “**Confirming Party**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns or any person claiming under or through any of them) of the **THIRD PART**.

**AND**

**For a Company**

**[Insert name of the Allottee Company]**, a company incorporated under the provisions of the Companies Act, [1956/2013], having its registered address at [insert address of the registered office of the Allottee company] and having CIN [insert CIN] and PAN [insert PAN details], by the hands of its [director / authorized signatory], Mr [·], duly authorised vide Board Resolution dated [·], hereinafter

referred to as the “**Allottee**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FOURTH PART**

**OR**

*For an LLP*

**[insert name of the Allottee LLP]**, a limited liability partnership firm incorporated under the provisions of the Limited Liability Partnership Act 2008, having its registered address at **[insert address of the registered office of the Purchaser LLP]** and having LLPIN: **[insert LLPIN]** and PAN: **[insert PAN details]**, acting through its **[designated partner / authorized signatory]** **[.]**, duly authorised vide Resolution dated **[.]**, hereinafter referred to as the “**Allottee**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FOURTH PART**

**OR**

*For a Partnership Firm*

**Messrs [insert name of the Allottee Partnership Firm]**, a partnership firm under the provisions of the Indian Partnership Act, 1932, having its principal place of business at **[insert address]**, represented by its partner **[●]**, duly authorised vide Resolution dated **[●]**, hereinafter referred to as the “**Allottee**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners from time to time, the last surviving partner and his / her / its heirs, executors, administrators and successors) of the **FOURTH PART**

**OR**

*For a Sole Proprietary Concern*

**Messrs [insert name of the Allottee Sole Proprietary Concern]**, a sole proprietary concern, acting through its sole proprietor, **[.]**, an adult, Indian Inhabitant, having **[office / place of business]** at **[insert address]**, hereinafter referred to as the “**Allottee**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the heirs, executors and administrators of the sole proprietor) of the **FOURTH PART**

**OR**

*For an individual*

**[insert name of the Allottee]**, an adult Indian inhabitant/s, having address at **[insert address]**, hereinafter referred to as the “**Allottee**” (which expression shall mean more than one Allottee or all the Allottees, where such individuals are plural in number and shall accordingly, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assigns) of the **FOURTH PART**

The expression “**Allottee**” shall, wherever there are more than one Allottees, mean all such allottees and accordingly, the singular term “Allottee” shall be read and understood to mean and include all such “Allottees”, jointly and severally.

Equinox and Spero are hereinafter referred to as the “**Promoter/s**”.

The Promoter/s, Confirming Party, and Allottee may, wherever the context so requires or permits, hereinafter collectively be referred to as the “**Parties**”.

**W H E R E A S:**

A. Equinox owns and possesses all that piece and parcel of the following:

- a. Land bearing Cadastral Survey Number 131 and Cadastral Survey Number 132 collectively admeasuring 33,504.22 square meters or thereabout of Lower Parel Division within the limit of Mumbai Municipal Corporation and falling in 'G' South ward situated at Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 ("**First Land**") having acquired the same vide Sale Deed dated December 16, 2010 registered with the Office of the Sub-Registrar of Assurances under Serial No. BBE2-09872 of 2010. The extent of the First Land is after having relinquished 434.61 sq.m as road set back vide Possession Receipt dated March 8, 2017.
- b. Undivided portion of the land bearing City Survey Number 1/ 132 admeasuring approx. 4540.5 square meters or thereabout situated at Ganpatrao Kadam Marg, Mumbai 400 013 ("**Second Land**") having acquired the same vide Deed of Conveyance dated January 31, 2015, registered with the Office of Sub- Registrar of Assurances under Serial No. BBE2-1080 of 2015. The extent of the Second Land is after considering the handover of road set back of 345 sq.m. to MCGM vide Possession Receipt dated March 8, 2017 and the execution of the Deed of Exchange dated February 8, 2018 for land measuring 472 sq.m., registered with the Office of Sub- Registrar of Assurances under Serial No. 1300 of 2018.
- c. Land bearing City Survey Number 133 (Pt) admeasuring 472 square meters or thereabout of Lower Parel Division within the limit of Mumbai Municipal Corporation and falling in 'G' South ward situated at Dr. E. Moses Road, Worli, Mumbai 400 018 ("**Third Land**") having acquired the same vide Deed of Exchange dated February 8, 2018, registered with the Office of Sub- Registrar of Assurances under Serial No. 1300 of 2018.

The First Land, the Second Land and the Third Land are hereinafter collectively referred to as "**Ownership Land**" and is more particularly described in the **First Schedule** hereunder written.

- B. The Confirming Party was the owner of immoveable property being (i) all that piece and parcel of land bearing Cadastral Survey No. 128 admeasuring 4191.50 sq.m. or thereabouts (as per the Property Register Card) (ii) all that piece and parcel of land bearing Cadastral Survey No. 129 admeasuring 1337.79 sq.m. or thereabouts (as per the Property Register Card) and (iii) all that piece and parcel of land bearing Cadastral Survey Number 130 admeasuring 2280.95 sq.m. or thereabouts (as per the Property Register Card) of Lower Parel Division within the limit of MCGM and falling in 'G' South ward situated at Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 in aggregate admeasuring 7810.24 square meters or thereabouts (as per the Property Register Cards) (collectively referred to as "**Development Land**" and is more particularly described in the **Second Schedule** hereunder written) having acquired the same vide Deed of Conveyance dated September 28, 1995, registered with the Office of the Sub-Registrar of Assurances under Serial No. 3263 of 1995 read with the following rectification deeds:
  - (a) Deed of Rectification dated January 15, 2001, registered with the Office of the Sub-Registrar of Assurances under Serial No. BBE-612 of 2001; and
  - (b) Deed of Rectification dated June 16, 2004, registered with the Office of the Sub-Registrar of Assurances under Serial No. BBE-2/4555 of 2004.
- C. The Ownership Lands and the Development Land are hereinafter collectively referred to as "**Project Land**".
- D. Under Joint Development Agreement dated 1st October, 2016 read with (a) Further Supplemental Agreement dated 16th April, 2018 entered into between the **Confirming Party** and Equinox, (b) Further Supplemental Agreement dated 29th September, 2018 entered into between the **Confirming Party** and Equinox, (c) Third Supplemental Agreement dated 26th December, 2018 entered into between the Confirming Party and Equinox; (d) Fourth Supplemental Agreement dated 27th May, 2019 entered into between the Confirming Party and Equinox; the Confirming Party has granted sole and exclusive development rights of the

said Development Land for development , marketing and sales of units in multi-storied building/s in accordance with the permissions/ approvals obtained by Equinox and in accordance with the terms and conditions mentioned therein.

- E. By and under a Deed of Conveyance dated 27th December 2019 executed between the Equinox (as the Vendor), Spero, which is a 100% owned /wholly owned subsidiary of the Equinox (as the Purchaser) and the Confirming Party and registered under Sr. No. BBE1-8188-2019, the Equinox conveyed to Spero, inter alia, its undivided right, title, interest in an area admeasuring 9,402 square meters out of the said Ownership Lands equivalent to 24.41% of the Ownership Lands and the right to utilize/ exploit certain FSI/TDR as specified therein, in the manner and for the consideration stated therein.
- F. By and under a Deed of Assignment of Development Rights cum Sale dated 27th December 2019 executed between the Confirming Party (as Vendor No. 1), Equinox (as Vendor No. 2), and Spero (as the Purchaser/Assignee) and registered under Sr. No. BBE1-8189-2019, the **Confirming Party** conveyed to Spero, inter-alia, all its undivided right, title, interest in an area admeasuring 1,879 square meters out of the Development Land equivalent to 24.41 % of the Development Land and the Equinox granted/transferred to Spero, inter alia, exclusive development rights in respect of 5,598 square meters of base FSI from the Development Land to be utilized on the land being an area admeasuring 1,558.51 square meters out of the Development Land supporting a construction area of 80,685 square feet for a tower and applicable car parking/service areas, along with certain other rights and benefits in the manner and for the consideration stated therein.
- G. By and under an Agreement for Grant of Right of Way to be executed by and between the Confirming Party as the Party of the First Part, Spero as the Party of the Second Part, Equinox as the Party of the Third Part and Mumbai Metro Rail Corporation Limited ("**MMRCL**") as the Party of the Fourth Part, Spero, Confirming Party and Equinox shall grant to MMRCL a perpetual, exclusive, irrevocable and permanent right of way (including ingress and egress) in, on, to, through over, under, and across a portion of land admeasuring 112 square meters and another portion of below ground land admeasuring 82 square meters both of which form part of Fourth Land (forming part of land bearing Cadastral Survey Number 130) in connection with Metro Line 3 corridor project of MMRCL.
- H. Therefore, Equinox herein are seized and possessed of and/or otherwise well and sufficiently entitled to construct buildings on the said Project Land in a phase wise manner as per the plans approved or to be approved by the concerned authority with such amendments & alterations as may be permitted by the authorities concerned;
- I. A certificate of title issued by DSK Legal, Advocate & Solicitors in respect of the said Project Land together with the copy of the Property Register Cards in respect of the said Project Land is hereto annexed and marked as **Annexure 1 (Title Certificate)** and **Annexure 2 (Property Cards)** respectively;
- J. The Equinox has constructed the following building/ structures on the said Ownership Land:
  - a. Residential (sale) tower being "Wing A" consisting of two level common basements, ground level, one void level, two levels (P5-P6) for parking and 7th to 49th upper levels (hereinafter referred as "**Tower A**") and a Part Occupation Certificate dated 15th September 2018 has been obtained in respect of the same;
  - b. Residential (sale) tower being "Wing B" consisting of two level common basements, ground level, one void level, two levels (P5-P6) for parking and 7th to 53rd upper levels (hereinafter referred as "**Tower B**") and a Part Occupation Certificate dated 15th September 2018 has been obtained in respect of the same;
  - c. Residential (sale) tower being "Wing C" consisting of two level common basements, ground level, one void level, four parking levels (P5 to P8), P9 is common amenities level,

- 10th level as a service floor and 11th to 59th upper levels (hereinafter referred as “**Tower C**”) and a Part Occupation Certificate dated 23rd January 2019 read with a Part Occupation Certificate dated 13th March 2020 has been obtained in respect of the same;
- d. Residential (sale) tower being Wing “D” consists of two level common basements, ground level, one void level, one full parking level (P5) and three part parking levels (P6, P7 and P8), P9 as common amenities level, 10th level is a service floor, three part habitable levels (P6, P7 and P8) and 11th to 35th upper levels (hereinafter referred as “**Tower D**”) (which included certain flats/apartments to be provided by the Equinox to the **Confirming Party** pursuant to the Development Agreement and the Supplemental Agreements referred to in Recital D above) and a Part Occupation Certificate dated March 13, 2020 read with (ii) Part OC dated August 16, 2021 and (iii) Part OC dated February 18, 2022 has been obtained in respect of the same;
  - e. Club House structure consisting of ground and one floor;
  - f. Miscellaneous club house structure comprising mainly of the badminton court and squash courts;
  - g. Welfare Centre (dome);
  - h. 2 (two) security cabins near the entry and exit gates opening on to G K Marg;
- K. Equinox has applied for and obtained various Approvals for the development of the Building(s). The Approvals obtained are set out at **Annexure 3 (Approvals)**. Applications for further Approvals may be under consideration of the relevant Authorities and, or, the Promoter may obtain further approvals as may be permitted by applicable regulations.
- L. The Promoter/s has constructed/ is constructing/ proposing to construct the following building/ structures on the said Development Land:
- a. Rehabilitation-cum-Sale building consisting of one basement, ground floor, service floor and 1st to 19th upper floors and such further upper floors as may be approved by MCGM (primarily comprising of flats/apartments for tenants/occupants of building which were earlier standing on the Fourth Land) (hereinafter referred to as “the Rehab-cum-Sale Building”) (to be handed over to **Confirming Party**), along with such amenity/service/infrastructure structure(s) as may be approved by MCGM;
  - b. School building consisting of ground and 1st to 6th upper floors (hereinafter referred to as “**the School Building**”) (to be handed over to MCGM), along with such amenity/service/ infrastructure structure(s) as may be approved by MCGM; and
  - c. Staircase of MMRCL (“MMRCL Staircase”).
  - d. A Residential- (sale) tower being Embassy Citadel (consisting of North and South wings) (to be constructed jointly by the Promoters) which shall consist of 3(three) basements, ground floor, and 81 (eighty one) upper floors and such further upper floors and/or amendments as may be approved by MCGM (hereinafter referred to as “**Embassy Citadel**”, on a portion of the said Project Land along with such amenity/service/ infrastructure structure(s) as may be approved by MCGM.
- M. The Promoter/s have been developing the Project Land in phases. Tower A to D has been developed as separate phases in phases to be collectively known as “Blu” and Embassy Citadel is being developed as an independent phase within the Project Land.
- N. Equinox by themselves or through or with their nominees or associate or group sister concern/s are entitled to, have acquired and/or propose to acquire and/or develop nearby lands/properties which are contiguous, adjacent and/or adjoining the said Project Land and enter into such arrangement or agreement as they may deem fit with the holders thereof and

amalgamate such lands and properties with the said Development Land and/or sub divide the same and/or include the same in the scheme of development of the said larger project “Blu” in the manner as they may deem fit;

- O. The Rehab-cum-Sale Building and the School Building along with all their common areas and facilities and the land beneath/ underlying and the land appurtenant thereto are hereinafter collectively be referred to as “**Rehab Project**”. Equinox shall, if and as permitted by the concerned authorities/law, physically separate the Blu Project from Rehab Project with boundary wall/ fencing, and also cause separate Property Cards to be issued at relevant time and shall also form separate organization (co-operative housing society) for Rehab Project;
- P. Equinox has submitted the habitable floors of Tower A, Tower B Tower C and Tower D, to the Maharashtra Apartment Ownership Act, 1970 (“**MAO Act**”) as follows:
1. By and under a Declaration under section 2 of the Maharashtra Apartment Ownership Act, 1970 dated 1st July 2019 and registered with the office of the Sub-Registrar of Assurances under serial no. BBE1-4253/2019, the Equinox has submitted the 7th to 49th upper levels i.e., the habitable floors of Tower A to the provisions of the MAO Act.
  2. By and under a Declaration under section 2 of the Maharashtra Apartment Ownership Act, 1970 dated 30th July 2019 and registered with the office of the Sub-Registrar of Assurances under serial no. BBE1-4938/2019, the Equinox has submitted the 7th to 53rd upper levels i.e., the habitable floors of Tower B to the provisions of the MAO Act.
  3. By and under a Declaration under section 2 of the Maharashtra Apartment Ownership Act, 1970 dated 9th July 2019 and registered with the office of the Sub-Registrar of Assurances under serial no. BBE1-4384/2019, the Equinox has submitted the 11th to 59th upper levels i.e., the habitable floors of Tower C to the provisions of the MAO Act.
- Q. Equinox and Spero intends by and under a Declaration under section 2 of the Maharashtra Apartment Ownership Act, 1970 to submit three part habitable levels (P6, P7 and P8) and 11th to 35th upper levels i.e., the habitable floors of Tower D to the provisions of the Act;
- R. Equinox has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. Further, the Equinox has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Allottee accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Project.
- S. The **Confirming Party** has received all the entitlements due to it in terms of Development Agreement and Supplemental Agreements as listed in Recital D and except for the handover of the Rehab Project as per the conditions of the Approvals, there are no obligations due by the Promoter to the Confirming Party, whatsoever.
- T. Spero is the wholly owned subsidiary of Equinox. Equinox and Spero has agreed to an internal group restructuring and in the alternative transfer of all of Spero’s rights in the Project Land and any appurtenant FSI/TDR to the Equinox thereby consolidating all the development rights and entitlements relating to the Project within a single entity i.e., the Equinox.
- U. The Promoter/s and the Confirming Party are executing this Agreement to morefully assure and agree to the transfer unto the Allottees, the Unit and the rights appurtenant to the same, as per the terms of this Agreement.
- V. The Promoter/s herein have executed a Collaboration Agreement dated \_\_\_\_\_ bearing registration number \_\_\_\_ of \_\_\_\_\_and registered with the office of sub-registrar of Assurances at \_\_\_\_\_ for developing the said Project Land.

- W. In the above circumstances, the Promoter/s are entitled to develop the Project Land and to sell Unit constructed thereon in accordance with the Development Control and Promotion Regulation, 2034 as amended / replaced / substituted and amended from time to time (“DCPR”) and as per the development plans and construction approval duly sanctioned by the concerned governmental, municipal, local and/or other public authorities or bodies, including but not limited to Municipal Corporation of Greater Mumbai (“MCGM”), Maharashtra Housing and Area Development Authority (MHADA), Slum Rehabilitation Authority (SRA), Civil Aviation Authority, fire department, Ministry of Environment Forest and Climate Change, Maharashtra Coastal Zone Management Authority, MMRCL etc (collectively, “Competent Authority”).
- X. The Promoter/s has specifically disclosed to, and the Allottee is aware and acknowledges that the Promoter/s intends to develop a residential building presently named as “**Embassy Citadel**” on the Project Land as per the Approved Construction (*defined hereinbelow*) (“**Building**”) together with common area, infrastructure, recreational facilities, amenities, utilities, club house, swimming pool etc. (“**Project**”) as more particularly described in the **Fifth Schedule** hereunder written and are hereinafter referred to as “**Common Areas and Facilities**”.
- Y. The Project known as “**Embassy Citadel**” has been registered with the Maharashtra Real Estate Regulatory Authority (“**MahaRERA**”), as per the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**RERA Act**”) read with the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 and other rules, regulations, circulars and orders issued by MahaRERA from time to time (collectively, “**RERA Rules**”). MahaRERA has issued a Certificate of Registration dated [·] bearing Registration No [·] (“**RERA Certificate**”). A copy of the RERA Certificate issued by MahaRERA in respect of the Project is annexed hereto as **Annexure 9**.
- Z. The link to the details of the Project uploaded on the MahaRERA online portal is: [·].
- AA. The principle and material aspects of the development of the Project Land and sale of the Unit to the Allottee, are briefly stated below:
- (i) The MCGM has at present sanctioned the building plans for construction of the Project as per the terms and conditions stipulated in the building plan / [revised building plan] dated [·] read with Commencement Certificate dated [·] bearing No [·] (collectively, “**Sanctioned Plans**”).
  - (ii) The Allottee hereby confirms of having perused the Sanctioned Plans which specifies the location of the Project on the Project Land and confirm their satisfaction to the same.
  - (iii) At present, floor space index (“**FSI**”) of 1,27,358.20 square meters has been sanctioned by MCGM for consumption in the construction and development of the Building.
  - (iv) Notwithstanding any contained elsewhere in this Agreement, the sale of the Unit to the Allottee shall be subject to the Specific Terms mentioned in **Annexure 10**.
- BB. While sanctioning the Sanctioned Plans for the Project, the Competent Authority has laid down certain terms and conditions to be complied by the Equinox, and such authorities may further lay down certain terms, conditions, stipulations and restrictions which are to be observed and performed by Equinox while developing the Building on the Project Land and upon due observance and performance of which only the occupation and the completion certificates in respect of the Building shall be granted by the Competent Authority;
- CC. The Allottee has agreed and consented to the development of the Building and has examined

all documents and information uploaded by the Promoters on the website of MahaRERA at <https://maharera.mahaonline.gov.in> as required by RERA Act and RERA Rules and has understood the documents and information in all respects, and has further caused the RERA Certificate to be examined in detail by his/her/its Advocates and architectural consultants.

- DD. The Allottee has approached the Promoter/s and applied for purchase of the residential unit in the Building, more particularly described in **Third Schedule** hereunder written and shown hatched in red colour, on the floor plan annexed hereto as **Annexure 5 – Floor Plan** (hereinafter referred to as the “Unit”) that is to be constructed in the Project and Promoter/s has, agreed to sell the Unit to the Allottee, with such specification as has been indicated in the **Annexure 6 - Specifications** hereunder written along with the Car Parking Spaces more fully described in the **Fourth Schedule** hereunder, for the consideration more particularly mentioned in the **Annexure 7 - Payment Plan (“Sale Consideration”)** subject to tax deducted at source (“TDS”), excluding taxes (consisting of tax paid or payable by way of Goods and Service Tax (“GST”), and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Unit and/or this Agreement) and such other amounts payable as per the **Annexure 7 – Payment Plan** and as per this Agreement.
- EE. Prior to execution of this Agreement, the Allottee has themselves gone through the project details obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the Unit, made enquiries thereon and is/are satisfied with respect to, (i) the title of Promoter/s and Confirming to the Project Land, and entitlement of the Promoter/s to develop the Project, and such title being clear and marketable; (ii) the Approvals, Sanctioned Plans and permissions (including and commencement certificates) in respect of the Building; and (iii) various clauses of this Agreement and the rights retained by the Promoter/s and the rights and obligations of the Parties provided in this Agreement. The Allottee undertakes that it has verified with its legal/financial advisor and confirms that the Allottee has the legal/financial capability to consummate the transaction. The Allottee further confirms that the Allottee has not relied and shall not rely upon, and the Promoter/s shall not be bound by or liable for, any representation, commitment, assurance, statement or promise of any nature whatsoever made by any real estate agent, broker, channel partner, marketing agency or any other third party which is not specifically and expressly recorded in this Agreement
- FF. The Promoter/s, in compliance with its responsibilities under Section 13 of RERA, is executing and registering this Agreement for the purpose of allotting and selling the Unit (*defined hereinafter*) to the Allottee on the terms and conditions agreed to between themselves, which are set out in the manner hereinafter appearing.

**NOW THIS AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY AGREED, DECLARED, RECORDED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**Clause 1: Added portion**

**1. Definitions and interpretation:**

1.1. Unless the context otherwise requires, the following capitalized terms shall have the meaning set forth below.

(a) “Additional Payments” shall have the meaning ascribed to it in Clause 21.1;

(b) “Agreement” shall mean this Agreement for Sale including the schedules and annexures hereto, as may be amended from time to time;

- (c) **“Applicable Law”** shall mean, in respect of any relevant jurisdiction, any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on the date of this Agreement or thereafter and in each case as amended or modified.
- (d) **“Approvals”** shall mean and include all licenses, permits, approvals, sanctions, consents obtained/to be obtained from or granted/ to be granted by the Competent Authorities in connection with the Project/ Building/ Unit and/or the development thereof and shall include but not be limited to the approvals listed in **Annexure 3**.
- (e) **“Apex Condominium”** shall have the meaning ascribed to it in Clause 20.2;
- (f) **“Apex CAM Charges”** shall mean the Apex common area maintenance charges payable by the Allottee *inter alia* for the maintenance of the Blu Project Land (excluding the Building) and the common area of the Larger Property and amenities available to the Allottee and excluding any and all Building CAM Charges;
- (g) **“Attorney”** shall have the meaning ascribed to it in Clause 16.1 below;
- (h) **“Authority”** shall mean (i) any nation or government or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal;
- (i) **“Blu Project Land”** shall have the meaning ascribed to it under **Paragraph A of Annexure 10 – Specific Terms**.
- (j) **“Building CAM Charges”** shall mean the Building common area maintenance charges payable by the Allottee *inter alia* for the maintenance of the Unit/ Building, the Common Areas and Facilities including property tax payable in respect of the Car Parking Spaces allocated to the Allottee, if any, but shall not include Apex CAM Charges;
- (k) **“Building/s”** shall mean the single/multi-storied building identified as \_\_\_\_\_ in the Development Plan and known as “Embassy Citadel” to be constructed as part of the Project;
- (l) **“Car Parking Spaces”** shall mean a location where a 4-wheel passenger vehicle can be parked. Car Parking Spaces includes covered parking spaces and maybe located in the basement, car park (including multi-level car park), podium etc; and is more fully described in **Fourth Schedule (Car Parking Spaces)**.

- (m) **“Carpet Area”** shall mean the net usable floor area of the Unit including the area covered by internal partition walls and excluding the external walls, exclusive balcony or veranda area, areas under service shafts and any other Limited Common Area. Carpet area is calculated prior to application of any finishes (i.e., on bare shell basis). Carpet area is subject to tolerance of (+/-) 3% (three per cent) on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area;
- (n) **“Common Areas and Facilities”** shall mean the common areas and amenities as described at **Fifth Schedule (Common Areas and Facilities)**;
- (o) **“Exclusive Area”** shall include the exclusive balcony, open terrace area, verandah area and any other areas appurtenant to the Unit and for exclusive use of the Allottee(s);
- (p) **“Net Area”** shall include the Carpet Area and the Exclusive Area.
- (q) **“Condominium”** shall have the meaning ascribed to it in Clause 20.1;
- (r) **“Interest Rate”** shall have meaning ascribed to it in Clause 8;
- (s) **“Joint Common Areas and Facilities for Towers A to D Condominiums”** shall mean the common areas and facilities of the Tower A, Tower B, Tower C and Tower D of Blu, intended for the exclusive and joint use of the individual condominiums of such towers and are more fully described in their respective deeds of declaration
- (t) **“Liquidated Damages”** shall have the meaning ascribed in Clause 15.4;
- (u) **“Outgoings”** shall have the meaning ascribed in Clause 17.4;
- (v) **“Project Land”** shall have the meaning ascribed in Recital C;
- (w) **“Project Account”** shall have the meaning ascribed in Clause 4.4 hereinbelow;
- (x) **“Project”** means the Building/s on the Project Land together with Common Area and Facilities;
- (y) **“RERA Act”** means the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) other rules, regulations, circulars and orders issued by MahaRERA from time to time;
- (z) **“RERA Rules”** means the RERA Act read with the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 and

other rules, regulations, circulars and orders issued by MahaRERA from time to time;

(aa) "Unit" shall have the meaning ascribed to it in Recital CC;

## **2. Rules for Interpretation**

2.1. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:

- (a) Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
- (b) All statutory instruments or orders made pursuant to a statutory provision; and
- (c) Any statutory provision of which these statutory provisions are a consolidation, re enactment or modification.

2.2. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.

2.3. Headings to Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the schedules, and shall be ignored in construing the same.

2.4. References to recitals, clauses or schedules are, unless the context otherwise requires, references to recitals, to clauses of or schedules to this Agreement.

2.5. Reference to days, months and years are to Gregorian days, months and calendar years respectively.

2.6. Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.

2.7. The words "include" and "including" are to be construed without limitation.

2.8. Any reference to the masculine, the feminine and the neutral shall include each other.

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

2.10. All amounts stated herein are exclusive of taxes. All such taxes including but not limited to service tax, Maharashtra value added tax, stamp duty, and any other applicable taxes from time to time, shall be borne and paid by the Allottee separately, immediately upon the same being demanded by the Promoter/s as per Applicable Law.

2.11. It is agreed between the Parties hereto that all the recitals, schedules and annexures of this Agreement shall form an integral part of the operative portion of this Agreement and shall be deemed to be incorporated in the operative part also as if the same were set out hereunder and reproduced verbatim.

## **3. Development and Construction of the Project**

The Promoter/s is in the process of developing the Project comprising of residential Units to be known as "**Embassy Citadel**" on the Project Land, as more particularly described in the **Second Schedule** hereunder written in accordance with the Sanctioned Plans i.e. Building

Plan and the Commencement Certificate ("C.C."). Equinox has obtained C.C. after sanction from Competent Authority in accordance with DCPR, with such variations and modifications as they may consider necessary or as may be required by the concerned authorities or government to be made in it or any of it which have been seen and agreed and accepted by the Allottee. The aforesaid C.C. shall be amended / modified from time-to-time basis the plans submitted by Equinox and further approvals to be obtained by the Equinox. Subject to the receipt of approvals / sanction from the concerned authorities, Promoter/s proposes to construct not more than 4(four) basements, ground/podium floor, and 85 (eighty-five) upper floors in the Building by utilizing TDR, FSI, additional FSI and fungible FSI in respect of the Project Land from time to time ("**Proposed Construction**"). Equinox on this day, has obtained or is in the process of obtaining approvals for construction of 3(three) basements, ground/podium floor, and 81 (eighty-one) upper floors in the Building of 3 basement(parking and services), ground floor (part stilt and part enclosed lobby), 1<sup>st</sup> to 9<sup>th</sup> floor (parking podium), 10<sup>th</sup> floor (part amenity and part refuge area), 11<sup>th</sup> floor (service), 12<sup>th</sup> to 15<sup>th</sup> floor (amenity), 16<sup>th</sup> floor (service), 17<sup>th</sup> to 26<sup>th</sup> floor (residential), 27<sup>th</sup> floor(service), 28<sup>th</sup> to 55<sup>th</sup> floor ( residential), 56<sup>th</sup> floor (service), 57<sup>th</sup> to 77<sup>th</sup> floor (residential), 78<sup>th</sup> floor (service) and 79<sup>th</sup> to 81<sup>st</sup> floors (residential) ("**Approved Construction**"). The facts of the Proposed Construction and Approved Construction has already been specifically informed and disclosed by the Promoter/s to the Allottee and the Allottee agrees and acknowledges to have been informed and made aware of such disclosure by the Promoter/s.

**PROVIDED THAT** Promoter/s will obtain the prior consent in writing of the Allottee in respect of any major variations or modifications which may adversely affect the Unit of the Allottee, except, any alteration or addition required by any Competent Authority, or due to any change in law, DCPR or, any change as contemplated by any of the disclosures already made to the Allottee as well as the disclosure with respect to the utilization of additional FSI. Adverse effect for the purposes of this clause shall mean a change in the location or floor of the Unit within the Project.

#### **4. Purchase of the Unit and Sale Consideration**

4.1. The Allottee hereby agrees to purchase and acquire from the Promoter/s and Promoter/s hereby agrees to sell to the Allottee, the Unit as more particularly described in the **Third Schedule** and as shown in red colour on the floor plan annexed and marked **Annexure 5** hereto, with such specification as has been indicated in **Annexure 6** hereunder written, at and for the consideration to be paid in the manner provided in **Annexure 7** and identified therein as the "**Sale Consideration**", subject to TDS, inclusive of proportionate price of the Common Areas and Facilities appurtenant to the Unit, inclusive of the price for the exclusive right to use the Car Parking Space(s), excluding taxes (including any tax paid or payable by way of GST (CGST and SGST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Unit and/or with respect to the Car Parking Space/s and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST (CGST and SGST), and all other indirect and direct taxes, duties and impositions applicable, levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the Unit and/or the Car Parking Space(s) shall be borne and paid by the Allottee alone and the Promoter/s shall not be liable to bear or pay the same or any part thereof.

4.2. The Promoter/s has, as part of the Unit, earmarked for the exclusive use of the Allottee the Car Parking Space(s) more fully described in the **Fourth Schedule**. The said Car Parking Space/s is/are provided as an amenity and shall be allotted at the sole discretion of the Promoter/s. However, the Allottee will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking Space/s by the Promoter/s and/or the Condominium and shall pay such outgoings in respect of the said Car Parking Space/s as may

be levied by the Condominium. Further, the Allottee shall not in the future raise any dispute about the suitability of the said Car Parking Space/s as constructed and provided by the Promoter/s.

- 4.3. The Allottee/s has paid on or before execution of this Agreement a sum of INR \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) (not exceeding 10% of the Sale Consideration) as advance payment to the Promoter/s and hereby agrees to pay to the Promoter/s the balance of the Sale Consideration amount of INR \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and shall be deposited in \_\_\_\_\_ RERA Designated collection Account \_\_\_\_\_, Account No. \_\_\_\_\_, \_\_\_\_\_ Branch having IFSC code \_\_\_\_\_ situated at \_\_\_\_\_ ("Project Account"). In addition to the above bank account, the Promoter/s has opened in the same bank, RERA Designated Separate Account and RERA Designated Transaction Bank Account having Account No. \_\_\_\_\_ and \_\_\_\_\_ along with the aforementioned Sale Consideration, the Allottee(s) agree(s) and undertake(s) to pay to the Promoter/s, amounts as specified in this Agreement. Any changes to the Project Account/RERA Designated Account shall first be updated with Maharashtra RERA and the updated Project Account/RERA Designated Account shall be informed in the invoice raised.
- 4.4. All Payments towards the Sale Consideration shall be deposited in RERA Designated Collection Bank Account/ Project Account as mentioned in the invoice or demand notice raised by the Promoter/s.
- 4.5. The Allottee acknowledges that the Sale Consideration and all other amounts payable under this Agreement shall be paid only into the Project Account and/or such other bank account as may be specifically notified in writing by the Promoter/s for this purpose. Any payment made by the Allottee and/or the Allottee's Lender to any account other than the aforesaid Project Account and/or other account as may be notified by the Promoter/s in writing shall not be treated as valid payment towards the Unit and shall be construed as a breach by the Allottee of this Agreement, without prejudice to the Promoter/s rights to recover such amounts again along with Interest and to enforce its remedies under this Agreement and Applicable Law.
- 4.6. The Allottee shall issue a separate demand draft towards payment of GST payable on the Sale Consideration or any other applicable taxes in favour of the Promoter/s which may be deposited in separate account maintained by the Promoter/s.
- 4.7. The Promoter/s has informed the Allottee and the Allottee is aware that as per the scheme envisaged by the Promoter/s:
- 4.7.1. The Promoter/s has informed the Allottee and the Allottee is aware that the Unit shall be utilized by the Allottee solely and exclusively for residential use and for no other purpose and shall comply with all the terms and conditions and requirements of Competent Authority and all relevant rules, regulations and prevailing laws.
- 4.7.2. The Promoter/s shall be entitled to consume the entire FSI available in respect of the Project Land and/or additional FSI / expansion of user likely to be permitted on the Project Land or TDR of any other property/s as available in any manner whatsoever as provided for in this Agreement.
- 4.7.3. The Promoter/s shall be entitled to transfer and/or assign the benefit of additional FSI/TDR or any other rights of the Project Land to any third party and/or to allow any third parties to use and/or consume TDR or any other benefits or advantages of any other properties, on the Project Land, who shall be entitled to all the rights mentioned above, including to do construction mentioned above.
- 4.7.4. The right of the Allottees with respect to the Unit shall be governed by the Specific Terms listed in **Annexure 10**.

- 4.7.5. Aforesaid conditions are the essence of this Agreement and only upon the Allottee agreeing to the said conditions, the Promoter/s has agreed to sell/lease the Unit in favour of the Allottee.
- 4.8. The Sale Consideration is escalation-free, save and except escalations / increases, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority, local bodies and/or the Government from time to time. The Promoter/s undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the Competent Authorities, etc., Promoter/s shall enclose the notification / order / rule / regulation / demand, published / issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 4.9. Promoter/s shall send to the Allottee, intimations / demand notes, demanding payments of the relevant amounts under this Agreement or instalments of the Sale Consideration from the Allottee as and when the same fall due as stated hereinabove and the Allottee shall pay such amounts by issuing the cheque/bankers cheque / pay order / demand draft / NEFT / RTGS instructions, in the name of Promoter/s. Such instalments shall be payable by the Allottee strictly within the period mentioned in such intimations / demand notes. The Allottee hereby covenant/s with Promoter/s that the Allottee shall duly and punctually pay the amounts due and payable along with all indirect taxes / levies including GST within the time and in the manner stipulated in the intimation / demand notes without committing any breach and/or defaults thereof. The timely payment of each of the aforesaid instalments and all other amounts due and payable shall be the essence of the contract.
- 4.10. It is further clarified that payments received from any third parties/non-allottee shall not be considered to be valid payments under this Agreement and such payment shall continue to appear as outstanding against the Unit.
- 4.11. The Allottee authorizes the Promoter/s to adjust / appropriate all payments made by him/her/them/it under any head(s) of dues against lawful outstanding, if any, in his/her/their/its name as the Promoter/s may, in its sole discretion, deem fit and the Allottee undertakes not to object / demand / direct the Promoter/s to adjust his/her /their/its payments in any manner. The rights of the Promoter/s under this clause are without prejudice to the rights and remedies of the Promoter/s under this Agreement and at law in case of the breach by the Allottee of any term of this Agreement.

## **5. Payment of taxes**

- 5.1. The Allottee or the financial institution, as the case may be, shall deduct the applicable tax deductible at source (presently 1%) of each payment made towards the Sale Consideration at the time of its payment as Income Tax to be Deducted at Source ("TDS") under Section 194-IA of the Income Tax Act, 1961, deposit the same to the credit of Central Government on or before the 7th day of the next month from when the payment is paid and share the challans for such deposit made on or before the 22nd day of the month when such deposit is made. The Allottee does hereby agree and undertake to issue TDS Certificate(s) to the Promoter/s in the prescribed Form 16B, within the statutory period. In the event of any error committed while deducting TDS or in E-filing, the same shall be rectified by the Allottee/financial institution within a period of 30 (thirty) days from the said error being brought to the Allottee/financial institution's notice. The credit for the TDS amount deposited by the Allottee/ financial institution will be given to the Allottee only upon receipt of the original TDS Certificate and only if the amount mentioned therein matches with the amount appearing on the Income Tax Department website. In the event of Allottee failing to produce the original TDS Certificates for all the payments made by the Allottee, at the time of handing over of the Unit, the Allottee will be required to deposit with Promoter/s such equivalent TDS amount as interest free deposit, which deposit shall be refunded by Promoter/s to the Allottee upon

handing over of the relevant TDS Certificate within 1 (one) month of the handover of the Unit to the Allottee. In case the Allottee fails to handover the relevant TDS Certificate within the stipulated period of 1 (one) month, Promoter/s shall be entitled to appropriate the said deposit against the amount of TDS Certificate receivable from the Allottee.

5.2. The Allottee is aware that as per present statute, GST is levied / applicable on the Sale Consideration payable hereunder and consequently the amount of each instalment payable by the Allottee to the Promoter/s in respect of this transaction shall proportionately increase to the extent of the liability of such GST. The Allottee hereby undertake(s) to pay the amount of GST along with each instalment from the effective date and further shall not dispute or object to payment of such statutory dues. In case of delay in payment of GST by the Allottee to Promoter/s, the Allottee shall be liable to pay interest as per Clause 8 below on all delayed payments from the due date till the date of payment thereof. Promoter/s shall not be bound to accept the payment of any instalment unless the same is paid along with the amount of GST along with interest applicable thereon and the Allottee shall be deemed to have committed default in payment of amount due to Promoter/s hereunder if such payment is not accompanied with the applicable GST. Provided further that if on account of change / amendment in the present statute or laws, rules, regulations and policies or enactment of new legislation or new laws by the Central and/or State Government any other taxes become payable hereafter on the amounts payable by the Allottee to Promoter/s in respect of this transaction and/or the amount of aforesaid taxes is increased on account of revision by authorities, the Allottee shall be solely and exclusively liable to bear and pay the same and the Allottee do and doth hereby agrees and undertakes to indemnify and keep indemnified Promoter/s and their successors-in-title and assigns in respect thereof.

5.3. In the event of delay and/or default on the part of the Allottee/s in making payment of any taxes, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter/s under this Agreement or under Applicable Law, the Promoter/s shall be entitled to adjust against any subsequent amounts received from the Allottee/s, the said unpaid tax, levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

## **6. Housing Loan**

6.1. If the Allottee, for the purpose of payment of Sale Consideration or any other amounts payable under this Agreement to Promoter/s intends to seek loan from any financial institutions / banks, etc. against the security of the Unit, then in such a case the Allottee shall be required to obtain on the letterhead of the respective financial institutions / bank's, etc. the loan / pre-sanction loan letter and only against which Promoter/s may issue its no-objection certificate to create a mortgage over the Unit in favour of the lender. Further when such financial institution / bank, etc. makes a disbursement, it shall be mandatory that the payment should be made by issuing the cheque/bankers cheque / pay order / demand draft / NEFT / RTGS instructions, in the name of Promoter/s and in the event such financial institution / bank, etc. issues bankers cheque / pay order / demand draft of loan amount or instalment/s in any other name or account, then such financial institution / bank, etc. shall do so at their own risk and Promoter/s shall not be liable for any cost and consequences arising therefrom and in such event the Allottee shall not be absolved of payment of Sale Consideration or any other amount due under this Agreement and consequences for non-payment / default in payment shall be followed.

6.2. It is clarified that irrespective of the fact whether the Allottee has obtained sanction of housing loan / finance from his/her/their financial institution in respect of the Unit, in the event of any delay in disbursement or failure in payment / disbursement of the balance Sale Consideration / amounts due under this Agreement and/or interest payable by the Allottee to Promoter/s under these presents for any reason or cause whatsoever, the Allottee alone shall personally be liable or responsible to pay the such amounts with interest (if so delayed ) so due and payable under these presents and shall not claim any equity or extension or

otherwise on the ground of having not obtained sanction of such finance and/or disbursement or delay in disbursement of such amount by bankers / financial institution. The Allottee shall pay such amount/s so due and payable to Promoter/s from his/her/their own resources.

- 6.3. In the event of delay or default in payment of any amount payable under these presents, by the Allottee and/or his/her/their banker/financial institution, the Allottee personally shall be liable to pay such amount of interest as otherwise Promoter/s is entitled and empowered to cancel the allotment of the Unit and terminate this Agreement as contemplated under these presents. The bank / financial institution shall not claim any equity or otherwise against the Promoter/s. It is further clarified that on Promoter/s cancelling the allotment of the Unit and terminating this Agreement, Promoter/s shall, after deducting Liquidated Damages as per Clause 15.215.4 herein below, first offer the balance amount to the bank / financial institutions who have disbursed the amount from the sanctioned limit and refund the same to such bank / financial institutions against return of the original of this Agreement duly cancelled and against execution and registration of deed of cancellation / re-conveyance of mortgage / necessary writings / documents by the Allottee and the balance, if any, of such amount shall be paid to the Allottee in the manner as per the terms agreed with or as per the directions of the financial institution/bank.
- 6.4. Notwithstanding any loan or financial assistance that may be availed by the Allottee from any bank, financial institution or other lender ("**Allottee's Lender**") and any mortgage or charge that may be created by the Allottee over the Unit in favour of the Allottee's Lender, the Allottee expressly agrees that the Promoter/s shall have a first and paramount lien and charge on the Unit towards payment of the Sale Consideration, Interest, Taxes, stamp duty, registration charges, maintenance / provisional outgoings, common area charges, and all other amounts, costs, charges, expenses, losses and claims payable or incurred by the Promoter/s under or in relation to this Agreement. The Allottee and the Allottee's Lender shall not raise any objection to such lien / charge and hereby waive their right to question the priority thereof.
- 6.5. The Allottee shall promptly inform the Condominium / Association of Owners about any charge / mortgage created in favour of the Allottee's Lender over the Unit and the Promoter/s shall not be responsible or liable in any manner for such charge / mortgage or for any enforcement action initiated by the Allottee's Lender.
- 6.6. The Allottee shall indemnify and keep indemnified and hold harmless the Promoter/s, its affiliates, successors and assigns from and against all actions, claims, demands, losses, costs, charges, expenses and liabilities whatsoever which the Promoter/s may suffer or incur on account of or in connection with: (i) any action, proceeding or claim initiated or made by the Allottee's Lender in relation to the loan granted to the Allottee for purchase of the Unit; and/or (ii) any breach by the Allottee of the terms and conditions governing such loan, including any default in repayment thereof.

## **7. Dishonour of payment instruments/instructions**

- 7.1. If any of the payment instruments or any other payment instructions of / by the Allottee is/are not honoured for any reason whatsoever, then the same shall be treated as default under Clause 15 below and Promoter/s may at its option be entitled to exercise its recourse available hereunder and under Applicable Law. Further, Promoter/s may, at its sole discretion, without prejudice to its other rights, charge dishonour charges equivalent to 2.5% of the value of such cheque, for dishonour of payment cheques / instructions. Such cheque dishonour charges shall be paid by the Allottee(s) within a period of 30 (thirty) days from the date of dishonour of the cheque, failing which, the cheque dishonour charges shall stand increased to an amount equivalent to 5% of the value of the cheque. Thereafter no cheque will be accepted and all further payments shall be accepted through bank demand draft(s) only.

## **8. Interest**

Without prejudice to the right of the Promoter/s to take action for breach arising out of delay in payment of the instalments of the Sale Consideration or any other amount due as per this Agreement on the due dates, the Allottee shall be liable to pay interest as mentioned in Rule 18 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 ("**Interest Rate**"), on all the amounts which become due and payable by the Allottee to the Promoter/s from the due date of payment till the date of actual payment provided that payment of the principal amounts and interest or payment of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter/s under this Agreement, nor shall it be construed as condonation of delay by the Promoter/s. The amount of interest may be informed to the Allottee from time to time or on completion of construction of the Project / Unit, and the Allottee has agreed to pay the same as and when demanded before the possession of the Unit.

## **9. Compliance of Laws Relating to Foreign Remittances**

- 9.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modifications(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter/s with such permission, approvals which would enable Promoter/s to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 9.2. The Promoter/s accepts no responsibility in this regard. The Allottee shall keep the Promoter/s fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter/s immediately and comply with necessary formalities if any under the applicable laws. The Promoter/s shall not be responsible towards any third-party making payment / remittances on behalf of any Allottee and such third party shall not have any right in the application / allotment of the Unit applied for herein in any way and the Promoter/s shall be issuing the payment receipts in favour of the Allottee only.

## **10. Timely Performance by Parties**

Time is of the essence for Promoter/s as well as the Allottee. Promoter/s shall abide by the time schedule for completing the construction of the Unit and handing over the Unit to the Allottee after receiving the **part occupation certificate** / full occupation certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to completion of construction by the Promoter/s as provided in this Agreement.

## **11. Variation in Net Area/Unit and FSI**

- 11.1. The Promoter/s shall confirm the final carpet area of the Unit that has been allotted to the Allottee after construction of the Building is complete and the occupancy certificate is granted by the Competent Authority by furnishing details of the changes, if any, in the Carpet Area, subject to a variation cap of 3% (Three percent). The Sale Consideration payable for the Carpet Area shall be recalculated upon confirmation by the Promoter/s. In the event if there is any reduction in the carpet area within the defined limit then Promoter/s shall refund the

excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement. If there is any increase in the carpet area allotted to the Allottee, the Promoter/s shall demand additional amount from the Allottee as per the next milestone of the Payment Plan in Annexure 7.

11.2. In case a higher floor is provided to the Allottee, and due to regulatory constraints or directions of MCGM or any other Competent Authority, the Promoter/s is not permitted to construct and/or develop such floor, then the Allottee agrees to get an allotment of a residential unit in the lower sanctioned floor and undertakes not to raise any dispute or objection with the Promoter/s.

11.3. The Promoter/s shall not be required to obtain the consent of the Allottee in the following events except as required under the provisions of RERA Act and RERA Rules:

11.3.1. For carrying out any minor additions or alterations to the Unit or the Car Parking Space/s.

11.3.2. For carrying out any addition or alterations in compliance of any directions or order issued by the Competent Authority or statutory authority under any applicable law.

11.4. It is agreed that the information, specifications, amenities, layout, pictures etc. shown / contained in the brochure/s and/or in the sample show unit, and/or any advertising material (in all forms of media, including its website virtual walkthrough video, demonstration drone) shown to Allottee, if any, are artistic impression and may slightly vary at the time of actual construction and subject to Approvals.

11.5. The Promoter/s shall have an unrestricted right to develop additional phases or projects on the Project Land using residual FSI of the Land, TDR, or other development rights, or utilization of FSI of the land underneath the Building. The Allottee acknowledges and agrees that no prior consent from the Allottee shall be required for such proposed development or utilization of additional / balance FSI.

11.6. The Promoter/s hereby declares that the Floor Space Index available as on date in respect of the Project Land is 2,39,620 square meters only ("**Proposed FSI**") and Promoter/s has planned to utilize Floor Space Index of 1,27,358.20 square meters for this phase/Project by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter/s has disclosed the Floor Space Index of 1,27,358.20 square meters as proposed to be utilized by him on the Project Land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter/s by utilizing a portion of the Proposed FSI and on the understanding that the declared Proposed FSI shall belong to Promoter/s only.

## 12. Compliance with Anti-Money Laundering and Benami Laws

12.1. The Allottee(s) confirm that all amounts paid or to be paid by them under this Agreement towards the Unit are legitimate funds and do not represent, directly or indirectly, the proceeds of any unlawful activity or offence under the *Prevention of Money Laundering Act, 2002* ("PMLA") or any related rules, regulations, notifications, or directives issued by competent authorities ("Anti-Money Laundering Laws").

12.2. The Allottee(s) authorize the Promoter/s to share or disclose their personal or transactional details with any governmental or statutory authority, if and when required under applicable law. The Allottee(s) further represent that all information and documents provided to the

Promoter/s are true, complete, and accurate in every respect and that no material fact has been concealed.

12.3. If the Promoter/s becomes aware, or is notified by a governmental authority, that the Allottee(s) have violated or are suspected of violating the Anti-Money Laundering Laws, the Promoter/s shall have the right, at its sole and absolute discretion, to cancel or terminate this Agreement. Upon such termination, the Allottee(s) shall have no right, title, or interest in the Unit and shall make no claim against the Promoter/s in that regard. Any refund, if applicable, shall be made only after the Allottee(s) produce a written no-objection or approval from the relevant authority permitting such refund.

12.4. The Allottee(s) further acknowledge that the Unit is not the subject of any benami transaction as defined under the *Prohibition of Benami Property Transactions Act, 1988* ("Benami Law"), and undertake that it shall not be used or held in violation of the said law. If any proceedings are initiated against the Unit or the Promoter/s under the Benami Law, the Promoter/s shall be entitled to take all lawful steps to safeguard its interests and those of bona fide purchasers or allottees, and the Allottee(s) agree to fully cooperate and provide all necessary documentation or assistance.

12.5. If the Unit is confiscated or otherwise taken over by the competent authority under the Benami Law, the Allottee(s) expressly agree that the Promoter/s shall not be required to refund any consideration paid under this Agreement and that no claim or demand of any kind against the Promoter/s in respect thereof.

### 13. Possession Date

13.1. Promoter/s shall handover possession of the Unit together with Car Parking Space/s to the Allottee on or before 30<sup>th</sup> June 2034 ("**Possession Date**"). **Provided that the Promoter/s shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of ("Force Majeure Events") -**

13.1.1. **war, civil commotion or act of God;**

13.1.2. **any notice, order, rule, notification of the Government and/or other public or competent authority/court; and**

13.2. If the completion of the Building is delayed on account of Force Majeure Events, the Promoter/s shall be entitled to a reasonable extension of time for delivery of possession. In addition, if such Force Majeure Events result in an increase in costs of construction, materials, labour, statutory compliances, or any other expenses directly attributable to such events, the Promoter/s shall be entitled to recover such additional costs from the Allottee on a proportionate basis, supported by documentary evidence, and such recovery shall not be construed as a breach of the escalation-free price condition under this Agreement.

### 14. Default by Promoter/s

If Promoter/s fails to abide by the time schedule for completing the Project and for handing over the Unit to the Allottee on the Possession Date (save and except for the reasons as stated in Clause 13 above), then: If the Allottee does not intend to withdraw from Project, then the Promoter/s shall pay interest as specified in the Rules at the Interest Rate for every month of delay from the Possession Date subject to Force Majeure Event, on the part of the Sale Consideration paid by the Allottee till the date on which possession is offered to the Allottee.

### 15. Default by Allottee

15.1. If the Allottee fails to make any payments on the stipulated date/s and time/s as required

under this Agreement, then the Allottee shall pay to the Promoter/s interest at the Interest Rate as mentioned in the RERA Rules, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

- 15.2. Without prejudice to the rights of the Promoter/s to charge interest at the Interest Rate mentioned at Clause 8Error! Reference source not found. above, and any other rights and remedies available to the Promoter/s, the Promoter/s shall (a) on the Allottee committing any default of payment on the due date of any amount due and payable by the Allottee to the Promoter/s under this Agreement (including his / her / their / its proportionate share of taxes levied by the concerned Competent Authority and other outgoings); and (b) the Allottee committing 3 (three) defaults of payment of the instalments of the Sale Consideration, the Promoter/s shall be entitled, at its own option and discretion, to terminate this Agreement.

Provided that, the Promoter/s shall give a notice of 15 (fifteen) days in writing to the Allottee ("**Default Notice**"), by courier / e-mail / registered post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement.

- 15.3. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter/s within the period mentioned in the Default Notice, including making full and final payment of any outstanding dues together with the interest at the Interest Rate thereon, then at the end of the Default Notice period the Promoter/s shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("**Promoter/s Termination Notice**"), by courier / e-mail / registered post A.D. at the address provided by the Allottee.

- 15.4. On expiry of 3 (three) days of the dispatch by Courier / registered post A.D. of the Promoter/s Termination Notice, this Agreement shall stand terminated and cancelled and the Promoter/s shall be entitled to adjust, forfeit and/or recover from the Allottee pre-determined and agreed liquidated damages equivalent to 10% (ten percent) of the total Sale Consideration along with any losses that may accrue to the Promoter/s, by reason of such termination including (i) any diminution in the Sale Consideration or market value of the Unit prevailing at the time of termination; (ii) processing fee and brokerage fees; (iii) GST, all other taxes and outgoings, if any due and payable in respect of the Unit up to the date of Promoter/s Termination Notice; (iv) the amount of interest payable by the Allottee in terms of this Agreement from the date of default in payment till the date of Promoter/s Termination Notice as aforesaid; (v) Pre-EMI interest, if any, paid by the Promoter/s on behalf of the Purchaser(s) under particular scheme; (vi) stamp duty, registration charges and other charges to be paid on the Deed of Cancellation and/or such other documents related to the cancellation of this Agreement, if any; (vii) stamp duty and registration charges, if paid by the Promoter/s on this Agreement, and (viii) the value of any white goods, commodities, gifts, or facilities offered to the Allottee(s) without consideration under any sales promotion or marketing scheme; (ix) referral benefits ("**Liquidated Damages**") and the Promoter/s shall refund the balance, if any, to the Allottee within a period of 30 (thirty) days of the Promoter/s Termination Notice, simultaneously, with the Promoter/s and the Allottee executing and registering the Deed of Cancellation of this Agreement (within 15 days from the date of Promoter/s Termination Notice). In the event the Promoter/s is unable to recover the entire amount due from the sums forfeited, the Promoter/s shall be entitled to recover the balance or shortfall separately from the Allottee(s) as an independent and enforceable claim.

- 15.5. In case of default by the Allottee(s) in payment of any instalment and consequent termination of this Agreement by the Promoter/s, the Allottee(s) shall, if required by the Promoter/s, clear any outstanding loan and arrange for release of the mortgage on the Unit within seven (7) days of being called upon to do so. The Allottee(s) shall obtain a confirmation from the Lender and execute (or procure execution of) necessary documents such as a Deed of Release or

tripartite agreement for the release of mortgage, and return this Agreement in original to the Promoter/s. Failure to do so within the stipulated period shall entitle the Promoter/s to levy a penalty of ten percent (10%) of the Sale Consideration in addition to the Liquidated Damages and to re-sell or re-allot the Unit to any third party.

15.6. In the event the Allottee has availed a loan facility from a bank / financial institution for purchasing the Unit, the Promoter/s shall first refund the amounts payable to the Allottee hereunder to his/her/their bank / financial institution and refund the balance amounts to the Allottee.

15.7. On the termination of this Agreement in the manner as stated in this sub-clause, the Allottee shall have no claim of any nature whatsoever on the Promoter/s and/or the Unit and/or the said Car Parking Space(s), save and except for the amounts payable as stated aforesaid and the Promoter/s shall be entitled to deal with and/or dispose of or alienate the Unit and the said Car Parking Space in the manner as the Promoter/s may deem fit without any reference or recourse to the Allottee and the refund by the Promoter/s to the Allottee and/or the bank / financial institution (as the case may be) will also be in final settlement of the amount payable by the Promoter/s to the Allottee and the Allottee shall be deemed to have accepted the same in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the Unit. Further, upon termination of this Agreement, the Promoter/s shall not be liable to pay to the Allottee any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee any Government charges such as GST or other similar taxes, stamp duty, registration fees and the same is hereby expressly waived by the Allottees etc.

15.8. Notwithstanding anything contained in this Agreement, the Promoter/s shall not be liable to refund any amounts paid by the Allottee/s towards taxes, Additional Payments, stamp duty and registration charges, cess, dues, duties, imposition, premium, surcharge, fees, levies or any other charges levied by state and/or central Government and/or the MCGM and/or concerned local authority (levied prospectively or retrospectively) (whether with or without interest and/or penalty levied thereupon) by the state and/or central Government and/or the MCGM and/or concerned local authority on the Sale Consideration and/or on other amounts specified herein and/or arising out of this transaction and/or the Allottee/s shall pay to the Promoter/s any interest, penalty, compensation, damages, costs or otherwise.

## **16. Power Of Attorney**

16.1. To give effect to the provision of Clause 15.4 above, the Allottee hereby irrevocably nominates, constitutes and appoints jointly and/or severally, the persons, whose signatures are annexed hereto in **Annexure 11**, (hereinafter referred to as, the '**Attorney**') to be his/her/its true and lawful Attorney to act for and on behalf of the Allottee and in the name of the Allottee, for doing all such acts, deeds, matters and things pertaining to cancellation of the allotment and incidental matters thereto and to undertake any of the following actions on behalf of the Allottee:

- (i) To execute all such documents as may be required for cancellation of the allotment, including, but not limited to, execution of the deed of cancellation;
- (ii) To undertake all actions as may be required to give effect to this Clause.

16.2. Without prejudice to the provisions of Clause 16.1 above, in the event the Allottee fails to personally appear for the execution of the deed of cancellation upon 7 (seven) days' notice being given for the same by the Promoter/s, then the Attorneys appointed under this clause shall be entitled to execute the deed of cancellation and the Promoter/s shall process the refund to the Allottee as per the terms of this Agreement.

## **17. Procedure for taking possession**

17.1. Within a period of 7 (seven) days from the date of obtaining the part / full occupation

certificate from the MCGM and upon payment by the Allottee of the requisite instalments of the Sale Consideration and all other amounts, charges and deposits due and payable in terms of this Agreement, the Promoter/s shall offer possession of the Unit to the Allottee in writing ("**Possession Notice**"). The Allottee agrees to pay the maintenance charges and Outgoings as determined by the Promoter/s or the Condominium/Apex Condominium, as the case may be 15 (fifteen) days from the date of the Possession Notice.

17.2. The Allottee shall take possession of the Unit within 15 (fifteen) days of the issuance of Possession Notice.

17.3. Upon receiving the Possession Notice from the Promoter/s as per Clause 17.017.1 above, the Allottee shall take possession of the Unit from the Promoter/s by executing the necessary indemnities, undertakings and such other documentation as may be **prescribed by the Promoter/s**, and the Promoter/s shall give possession of the Unit to the Allottee. Irrespective of whether the Allottee takes possession of the Unit within the time provided in Clause 17.217.1 above, the Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the Unit, as applicable and as shall be decided by the Promoter/s.

17.4. Within 15 days after issuance of the Possession Notice, the Allottee shall be liable to bear and pay his/her/their/its proportionate share, i.e., in proportion to the carpet area of the Unit, of outgoings in respect of the Blu Project Land, the Project including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned Competent Authority and/or government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Blu Project Land and/or the Project ("**Outgoings**"). **Until handing over the Building to the Condominium, the Allottee shall pay to the Promoter/s such proportionate share of Outgoings as may be determined by the Promoter/s at its sole discretion, and thereafter, as shall be determined by the Condominium in accordance with its bye laws and resolutions. Such share of Outgoings shall be payable by the Allottee within 7 (seven) days from the demand made by the Promoter/s in that regard. The Allottee further agrees that till the Allottee's share is so determined by the Promoter/s, the Allottee shall pay to the Promoter/s a provisional monthly contribution towards the outgoings, which amount is subject to change at the sole discretion of the Promoter/s. The amounts so paid by the Allottee to the Promoter/s shall not carry any interest and shall remain with the Promoter/s until the formation of the Condominium/Apex Condominium and the balance amount lying with the Promoter/s after incurring all the requisite expenses shall be transferred to the Condominium.**

17.5. Notwithstanding stated hereinabove, the liability to pay the aforesaid Outgoings will always be on the Allottee of the Unit and persons claiming from them from time to time and if for any reason whatsoever the aforesaid taxes, outgoings, other charges etc. are paid or become payable by then, in such circumstances Promoter/s herein shall be entitled to recover the same from the Allottee along with interests. The Promoter/s shall have a lien on the Unit for the unpaid Outgoings till such time unpaid amounts are paid along with interest in full by the Allottee.

17.6. In addition to the aforesaid payments, due to the delay by the Allottee in coming forward to take possession of the Unit as per the Possession Notice, the Allottee shall be liable to pay monthly holding charges of Rs. 50 per square feet of the Carpet Area of the Unit, until the actual date of taking possession of the Unit (the "Holding Charges") commencing from the date of expiry of 15 days from the date of the Promoter/s informing the Allottee upon receiving the occupancy certificate that the Unit is ready for possession.

## 18. Defect Liability

18.1. If within a period of 5 (five) years from the date of handing over the Unit to the Allottee, the

Allottee brings to the notice of the Promoter/s any structural defect in the Unit or any defects on account of workmanship, quality or provision of service then, wherever possible, such defects shall be rectified by Promoter/s at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter/s, compensation for such defect in the manner as provided under the Act.

18.2. It is clarified that Promoter/s shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee (including the Allottee appointing vendors/contractors) and / or any other allottees in the Building or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottee/person in the Building.

18.3. The Allottee shall intimate the Promoter/s in writing of any such defect along with reasonable particulars and shall provide the Promoter/s and its contractors unhindered access to the Unit during normal working hours to inspect and carry out rectification. The Promoter/s shall endeavour to rectify such defect, subject to timely access being provided. It is clarified that the Promoter/s sole obligation in respect of any defect covered under this clause shall be limited to rectification or making good of such defect, and not replacement or reimbursement, except as provided under the RERA Act.

Provided however, that the Allottee shall not carry out any alterations of any nature whatsoever in the Unit and in specific the structure of the Building which shall include but not limit to columns, beams etc., or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections, electrical fittings, switches, change in location of western commode, washbasin in kitchen or washroom or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water.

18.4. Furthermore, the Promoter/s shall not be liable for any damages, defects, or issues arising from such unauthorized alterations made by the Allottee. The Promoter/s shall not be liable for any defect liability (i) arising from alterations or tampering of a Unit that results in damage to the entire / part of Building or affects other allottees due to the actions of a particular allottee or (ii) if any interior fit-out work is not undertaken by the Allottee in accordance with the Fit-Out Manual / Guidelines as mentioned in clause 27.1 of this Agreement. If any of such works are carried out without the written consent of Promoter/s, the defect liability shall automatically become inoperative, and Promoter/s shall not be liable for rectifying any defaults or pay any compensation. It shall be the responsibility of the Allottee to maintain the Unit in a proper manner and take all due care needed including but not limiting to take all due care of the joints in the tiles in his/her/their unit are regularly filled with white cement/epoxy to prevent water seepage.

18.5. Where the defect relates to materials, fixtures, or equipment covered under manufacturer or original equipment manufacturer (OEM) warranties (including lifts, DG sets, STP/WTP, fire-fighting systems, electronic access/CCTV, pumps, fans, motors, meters and other specialised systems), such defects are not covered under the defect liability period in terms of clause 18.1 hereinabove and only the terms of such OEM warranties shall apply. The Promoter/s obligation shall be limited to facilitating warranty claims during the defect liability period, and the Promoter/s shall not be responsible once such warranties have been transferred to the association or the Allottee.

18.6. Further, where the manufacturer warranty as shown by Promoter/s to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the Premises, and if the annual maintenance contracts are not executed/renewed by the Allottee, Promoter/s shall not be responsible for any defects occurring due to the same.

18.7. The Promoter/s shall not be responsible for defects, deficiencies or failures arising due to: (a) ordinary wear and tear, consumables, or normal shrinkage and settlement; (b) misuse,

negligence, or lack of maintenance by the Allottee or occupants; (c) any alterations, drilling, or rerouting of services undertaken by or on behalf of the Allottee; (d) materials, fixtures, or appliances installed by the Allottee; (e) acts of third parties, vandalism, or force majeure events; (f) any issues first notified beyond the statutory period of 5 (five) years; or (g) abnormal or corrosive environmental conditions not contemplated in the design (including saline atmosphere, chemical exposure), external flooding/water ingress not caused by defective workmanship, and power quality issues (voltage fluctuation, surges, earthing faults) not attributable to the equipment installed by the Promoter/s.

18.8. The Promoter/s shall have no liability for any defect, deficiency, deterioration or failure where the activity is occurring post-handover, except where a provided treated system has failed due to the Promoter/s non-compliance with the specified treatment

18.9. The Promoter/s may require reasonable evidence (photos, videos, access logs, maintenance records) to establish the claims of defect and to initiate rectification of the same.

18.10. Any rectification of a defect carried out by the Promoter/s will require the Promoter/s to restore the contractual specifications as agreed. Any upgrades or betterment (if requested by the Allottee) shall be chargeable at agreed rates.

18.11. The Building as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures, and fittings if any shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the common amenities wherever applicable.

18.12. The Allottee shall use the Unit or any part thereof or permit the same to be used only for residential purpose. The Allottee shall use the said Car Parking Space/s only for the purpose of parking vehicle/s.

## **19. Limited Common Areas including Terrace**

Promoter/s has informed the Allottee that they may earmark certain spaces in the Project including portion/s of the terrace of the Building for exclusive use by an allottee of certain unit in the Project (as limited common areas) and the Allottee agrees not to raise an objection/s or dispute/s regarding the same.

## **20. Formation of Condominium and Conveyance of Title**

20.1. Promoter/s shall upon receipt of occupancy certificate submit the entire Building, all units in the building, the Common Areas and Facilities and the portion of the Blu Project Land appurtenant to the Building to the provisions of the Maharashtra Apartment Ownership Act, 1970 which shall result in the formation of an association of persons who purchase units in the Project ("**Condominium**").

20.2. Since the Blu Project Land includes more than one building, separate condominiums have been/may be formed in respect of each building. Promoter/s will apply for the registration of an apex condominium consisting of all such condominiums after the occupancy certificate has been received for all buildings which form part of the Project. ("**Apex Condominium**") Till such time that the management of the Apex Condominium is handed over to the representatives of the condominium(s) of each of the building(s) on the Blu Project Land, all rights and powers of the Apex Condominium shall vest in and be exercised by the Promoter/s.

20.3. Within 3 (three) months of receiving the complete and full occupancy certificate for the Building and upon formation of the Condominium and the Apex Condominium, the Promoter/s shall execute in favour of the Allottee a deed of apartment as per the provisions of the Maharashtra Apartment Ownership Act, 1970 thereby conveying the proportionate undivided share in the Common Areas and Facilities and the Blue Project Land in favour of the Allottee.

- 20.4. The Allottee agrees to from time to time, sign and execute all such applications, memoranda, letters, documents and other papers and writings including bye-laws/rules and regulations as may be necessary for the purpose of establishing and registering the Condominium and the Apex Condominium.
- 20.5. The unsold units and other portion/s of the Project shall at all times be and remain the absolute property of the Promoter/s. The Promoter/s shall be entitled to deal with or dispose of such units or portions of the Project for such consideration and on such terms and conditions, as it may at its discretion deem fit.
- 20.6. The Allottee acknowledges that, until such time as all saleable units / premises and other saleable areas in the Project have been sold and conveyed by the Promoter/s, the Promoter/s shall remain seized and possessed of, and otherwise well and sufficiently entitled to, all such unsold units / premises and areas, and shall be entitled, in its sole discretion, to sell, transfer, lease, license, assign or otherwise deal with the same, together with their appurtenant rights, as absolute owner thereof, without any interference or objection from the Allottee, the Condominium, the Apex Condominium or any other association / body of unit owners.
- 20.7. The powers and authority of the Condominium, Apex Condominium and / or any other association / body of unit owners, upon their formation, shall, so long as any units / premises or other saleable areas remain unsold, be subject to and not in derogation of the rights, powers and authority of the Promoter/s in respect of such unsold units / premises and areas and in respect of any additional construction / development that may be permissible under Applicable Law and sanctioned plans. No resolution or act of the Condominium, Apex Condominium or any other body shall curtail, restrict or otherwise prejudice the Promoter/s said rights.
- 20.8. Upon and after formation of the Condominium, the Condominium alone shall be liable to manage, maintain and supervise the affairs of the Project. It is clarified that the Condominium shall be liable to bear and pay all outgoings in respect of the Building and Project, including property taxes, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers, service charges of any contractors and service providers and all other expenses necessary and incidental to the management and maintenance of the Blu Project Land and Project.
- 20.9. The Project shall always be known as "Embassy Citadel" and the Condominium/Apex Condominium of the Blu Project Land shall always be known by such name as suggested by the Promoter/s and approved by the concerned Authorities.
- 20.10. All costs, charges and expenses, including stamp duty, registration charges, legal fees etc, for formation and registration of the Condominium (in proportion) and execution and registration of the deed of unit (in whole) shall be borne and paid by the Allottee
- 20.11. All amounts paid by the Allottee to Promoter/s on account of outgoings, advance municipal taxes, advance maintenance charges etc shall be spent by the Promoter/s for the purposes for which the same are collected and the balance amount shall be transferred to the Condominium/Apex Condominium after the first elections of the Condominium/Apex Condominium are concluded.
- 20.12. The Allottee further agrees to pay the Building CAM Charges and Apex CAM Charges to the Promoter/s till such time as the Promoter/s or the Facility Management Entity is responsible for the maintenance of the Common Areas and Facilities and the Apex Condominium Common Areas and Facilities. The Allottee acknowledges that the Promoter/s or Facility Management Entity may collect advances to the Building CAM Charges and Apex CAM Charges as per the present estimate of the costs of maintaining Common Areas and Facilities and the Apex Condominium Common Areas and Facilities as per the standards expected of a luxury residential development and the same shall subject to such upward revision as may be required upon reconciliation of actual costs as per the principles mentioned in Clause 26.3.

The Allottee agrees to pay such revised Building CAM Charges and Apex CAM Charges as and when demanded by the Promoter/s/Facility Management Entity.

20.13. The Allottee agrees and understands that the obligations of the Promoter/s and the Confirming Party under this Clause 2020 shall at all times be subject to the Promoter/s right to:

- a. utilise and consume the entire FSI, whether freely available or payable at a premium available in respect of the Project Land;
- b. complete entire construction and development in respect of the Project Land; and
- c. sell all Units in the Project and receive all amounts from the Allottee of such Units.

20.14. Till the entire development of the Project Land to its full development potential has been completed in all respects, the Allottee or the Condominium/Apex Condominium shall not interfere in any manner in any work of development or construction and the Promoter/s alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided and the Allottee shall have no right or interest in the enjoyment and control of the Promoter/s in this regard and the Allottee shall not hinder or obstruct the Promoter/s in this regard or in the exercise by the Promoter/s of their aforesaid rights. The purchasers of all unsold units in the Project shall be admitted to the Condominium.

## 21. Additional Payments

21.1. The Allottee shall, before taking possession of the Unit, on demand by the Promoter/s pay to the Promoter/s the amounts listed in **Annexure 8** as per the invoice/demand note raised by the Promoter/s. (**"Additional Payments"**)

21.2. Unless otherwise stated herein, the above amounts are non-refundable, and no accounts or statements will be provided by Promoter/s to the Allottee in respect of the aforesaid amounts deposited by the Allottee with Promoter/s. The Allottee agrees to make the above payments to the Promoter/s without any claims in future.

21.3. The Additional Payments shall be deposited by Promoter/s in a separate bank as intimated by the Promoter/s.

## 22. Special Conditions

The Parties agree to adhere to the terms set out in **Annexure 12** (hereinafter referred to as **"Special Conditions"**) and agree that these terms shall prevail over any other conflicting provision of this Agreement.

## 23. Representations and Warranties of the Promoter/s, and Confirming Party

23.1. The Promoter/s and the Confirming Party hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes and subject to what is stated in the Title Certificate at Annexure 1:

- 23.1.1. Promoter/s, and the Confirming Party has a clear and marketable right in respect of the Project Land as declared in the Title Certificate at Annexure 1 and has requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for implementation of the Project.
- 23.1.2. Equinox has lawful rights and requisite approvals from the Government Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project.

- 23.1.3. There are no encumbrances upon the Project Land or the Building except those disclosed in the Title Certificate.
- 23.1.4. There are no litigations pending before any Court of law with respect to the Project Land or the Building except those disclosed in the Title Certificate.
- 23.1.5. All approvals, licenses and permits issued by the competent authorities with respect to the Project and Project Land are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project and Project Land shall be obtained by following due process of law and the Promoter/s and the Confirming Party have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Building and Project Land.
- 23.1.6. The Promoter/s and the Confirming Party have 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 created herein, may prejudicially be affected.
- 23.1.7. The Promoter/s and the Confirming Party have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Unit, which will, in any manner, affect the rights of the Allottee under this Agreement.
- 23.1.8. The Promoter/s and the Confirming Party confirm that they are not restricted in any manner whatsoever from selling the Unit to the Allottee in the manner contemplated in this Agreement.
- 23.1.9. The Promoter/s and the Confirming Party have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authority.
- 23.1.10. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received or served upon Promoter/s and the Confirming Party in respect of the Project Land and/or the Building.
- 23.1.11. The Promoter/s and the Confirming Party hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned Competent Authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Allottee, obtain from the concerned Competent Authority, occupancy and/or completion certificates in respect of the Unit.

## **24. Covenants by the Allottee**

- 24.1. The Allottee, with the intention to bring all the persons into whosoever's hands the Unit and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Confirming Parties and Promoter/s as follows:
- 24.1.1. The Allottee has gone through the title documents, Title Certificate, revenue records, building approvals pertaining to the Project Land / Project. The rights and entitlements of the Allottee hereunder are subject to the terms and conditions, if any, contained in the title documents pertaining to the Project Land and bound by the terms and conditions, stipulations laid down by Competent Authority, as also in this Agreement and the fit out manual / guidelines and the rules and regulations and bye-laws of the Condominium.

- 24.1.2. To maintain the Unit at the Allottee's own cost (to be borne and paid by the Allottee) in good and tenantable repair and condition from the date on which the possession of the Unit is given and shall not do or suffer to be done anything in or to the Building with common amenities which may be against the applicable rules, regulations or bye-laws or change / alter or make any addition in or to the Building and the Unit itself or any part thereof, without the consent of the local authorities, if required, and Promoter/s;
- 24.1.3. Not carry out any additions or alterations in the Unit and, or, Building which affect the structure, façade and/or services of the units/wing (including but not limited to, not making any change or to alter the windows and/or grills provided by the Promoter/s);
- 24.1.4. Not make any changes to the common area/lobby and structural changes in the Building;
- 24.1.5. Not relocate brick walls onto any location which does not have a beam to support the brick wall;
- 24.1.6. Not change the location of the plumbing or electrical lines (except internal extensions);
- 24.1.7. Not change the location of the wet/waterproofed areas;
- 24.1.8. Not make any alteration in the elevation and outside color scheme of the Building;
- 24.1.9. Not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, pardis or other structural elements in the Unit without the prior written permission of the Promoter/s and/or the Condominium;
- 24.1.10. Not to put any wire, pipe, grill, plant, outside the windows of the Unit to inter alia dry any clothes or put any articles outside the Unit or the windows of the Unit or any storage in any area which is visible from the external facade of the Building, save and except the utility area (if applicable); and
- 24.1.11. Keep the sewers, drains pipes in the Unit and appurtenant thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the Building.
- 24.1.12. Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building in which the Unit is situated or storing of which goods is objected to by the concerned local or other authority and the Allottee shall take due care and precaution while carrying heavy packages which may damage or are likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building in which the Unit is situated and in case any damage is caused to the Building in which the Unit is situated or the Unit on account of the negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of such breach;
- 24.1.13. To carry out at his/her/their/its own cost and expenses (to be borne and paid by the Allottee) all internal repairs to the Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter/s to the Allottee and shall not do or suffer to be done anything in or to the Building in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned Competent Authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned Competent Authority and/or other governmental authority.
- 24.1.14. Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and the outside colour scheme of

the Building in which the Unit is situated and the Allottee shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular so as to support, shelter and protect the other parts of the Building in which the Unit is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, piers or other structural members in the Unit, without the prior written permission of Promoter/s and/or the Condominium.

- 24.1.15. Not to do or permit to be done any act or thing which may render void or make voidable any insurance of the Project Land and/or the Building or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 24.1.16. Not to do or permit anything in the Building, the staircase of the Building, landings, lobbies, passages, lifts and other Common Areas, amenities, facilities therein or pertaining thereto which may be against the rules, regulations or bye laws / memorandum or articles of the Condominium to be framed by the Condominium from time to time.
- 24.1.17. Not to enclose the passages, if any, forming part of the Unit.
- 24.1.18. Not cause any nuisance, hindrance, disturbance and annoyance to other allottee of Unit in the Building or other occupants or users of the Building, or visitors to the Building, and also occupiers of any adjacent, contiguous or adjoining properties.
- 24.1.19. Not to affix air conditioner/s at any other place other than those earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the Building in any manner whatsoever.
- 24.1.20. Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the Unit / the Project in any manner whatsoever.
- 24.1.21. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in the compound or any portion of the Project Land and/or the Building or any part thereof.
- 24.1.22. The Allottee must pay the Promoter/s within 15 (fifteen) days of a written demand raised by the Promoter/s, his share of security deposit demanded by the concerned Competent Authority or utility or service provider in connection with the Project.
- 24.1.23. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- 24.1.24. To bear and pay in a timely manner and forthwith, all the amounts, dues, taxes, instalments of the Sale Consideration, as required to be paid under this Agreement.
- 24.1.25. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter/s under this Agreement are fully paid up.
- 24.1.26. Not to change the use of the Unit without the prior written permission of Promoter/s /or and the Condominium and/or the concerned Competent Authority.
- 24.1.27. The Allottee shall observe and perform all the rules and regulations which the Condominium may adopt and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the Building and the Unit therein and for the observance and performance of the building rules, regulations

and bye-laws for the time being of the concerned Competent Authority and of the government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Condominium regarding the occupancy and use of the Unit and shall pay and contribute regularly and punctually towards the taxes, expenses and/or other outgoings in accordance with the terms of this Agreement.

- 24.1.28. The Allottee shall permit the Promoter/s and its surveyors and agents, with or without workmen and others, at all reasonable times (with prior notice of 48 hours and without any notice in case of an emergency, major leakage or fire incident), to enter into and upon the Unit, or any part thereof, to view and examine the state and condition thereof as well as carry out work that the Promoter/s may find necessary.
- 24.1.29. The Allottee shall not at any time do any work in the Unit, which would jeopardize the soundness or safety of the Building or prejudicially affect the same.
- 24.1.30. To use the passenger lifts in the Building for the period and in accordance with the rules and regulations framed by Promoter/s or the Condominium, from time to time. The Allottee shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the Building including the Unit.
- 24.1.31. To pay all amounts agreed or liable to be paid by the Allottee pursuant to this Agreement and to observe and perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement (and on the part of the Allottee to be paid observed and performed) as far as the same are required to be paid observed and performed by the Allottee and shall keep Promoter/s indemnified against all actions suits and proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on Promoter/s by reason of non-payment non-observance and/or non-performance thereof.
- 24.1.32. Promoter/s shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the un-disposed Unit in the Building but the Allottee will pay all such charges without any dispute and as may be determined by Promoter/s and/or the Condominium.
- 24.1.33. All the Common Areas including the open spaces, common entrances, common passages, ducts, refuge areas, lobbies, staircases, lifts in the Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Allottee shall not use or permit the use of common passages, ducts, refuge areas, open spaces, lobbies, and staircases in the Building for any other purpose including storage nor for use by servants at any time.
- 24.1.34. The Allottee shall not display at any place in the Unit / the Building, any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the Building and/or the Project Land or Common Areas therein or in any other place or on the window, doors and corridors of the Building.
- 24.1.35. Neither the Allottee nor the Condominium, shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to Promoter/s under this Agreement or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of Promoter/s as mentioned herein, and the Allottee and the Condominium, shall be bound and liable to render to Promoter/s, all necessary assistance and co-operation, to enable it to exercise and avail the same.
- 24.1.36. In the event Allottee would carry out any unauthorized construction / modification or has caused any damage to the Unit or any portion of the Building or any structure, facility or amenity on the Project Land, then the Allottee shall rectify and make good all such

defects, repairs and unauthorized changes within 7 (seven) days from the date of receipt of a written notice from Promoter/s, the Condominium and/or the concerned government, local or public bodies or authorities in that regard. In the event any loss is caused due to such unauthorized construction / modification to the other Unit or other allottees in the Building then the Allottee shall solely bear all such loss and damage and the Promoter/s shall not be liable to the Allottee during the defect liability period.

24.1.37. Not to cover or enclose in any manner whatsoever, verandah, duct area, balcony, open passage, car parking space/s, or other open space forming a part or appurtenant to the Unit without the prior written permission of Promoter/s.

24.1.38. The Allottee hereby agrees to abide by the terms and conditions of occupation certificate granted by the Competent Authority and on breach of the same the Allottee shall remain solely responsible for the same.

24.1.39. The Promoter/s shall have unqualified and unfettered rights to (i) sell / assign / sub lease / license other units in the Project; (ii) allot car-parking spaces; (iii) sell / allot the areas within and outside the Building and/or the Project Land for putting up / installing signage, V-Sat and/or other antenna and air condition chiller plants; (iv) grant the right to put up hoarding; (v) install relay station for cellular telecommunication, radio pager, satellite and communication towers etc.; and/or (vi) grant long leases in respect of other units and areas in the Project or dispose of the same in any manner as we may deem fit and proper.

24.1.40. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Unit or the Project Land and/or the Building as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all the open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of Promoter/s as hereinbefore mentioned until the execution and registration of the deed of declaration of the Condominium/Apex Condominium and execution of the deed of apartment of individual units to the respective allottees.

24.1.41. The Allottee acknowledges that the Project may, at the sole and absolute discretion of the Promoter/s, be designed and developed in accordance with certain green building / sustainability norms and certifications (including, where applicable, IGBC / LEED or equivalent). The Allottee agrees to comply, and to cause all occupants / users of the Unit to comply, with all rules, regulations, guidelines and instructions issued by the Promoter/s and/or the Condominium / Apex Condominium from time to time in relation to such green building / sustainability norms, including without limitation rules for waste segregation, water usage, energy efficiency and use of specified fixtures and materials. The Allottee shall not do or permit any act or omission in or about the Unit or the Building which may result in withdrawal, downgrading or non-renewal of any such green building / sustainability certification for the Project.

24.1.42. Without prejudice to any other indemnity specifically provided herein, the Allottee shall indemnify and keep indemnified, defend and hold harmless the Promoter/s, its affiliates, successors and assigns from and against all actions, proceedings, claims, demands, losses, damages, penalties, costs and expenses (including legal and professional fees) which may be suffered or incurred by any of them by reason of: (i) any breach, non-observance or non-performance by the Allottee and/or any person claiming through or under the Allottee (including occupants, guests, tenants and licensees) of any covenants, conditions, representations, undertakings, obligations or provisions contained in this Agreement; and/or (ii) any act or omission of the Allottee and/or such persons in or about the Unit or the Building or the Project Land.

24.1.43. In case the transaction being executed by this Agreement between the Promoter/s and

the Allottee(s)/s is facilitated by a registered real estate agent/channel partner/broker, all amounts (including taxes) agreed as payable remuneration/fees/charge for services/commission/brokerage to the registered real estate agent/channel partner/broker, shall be paid by the Promoter/s /Allottee(s)/s /both, as the case may be, in accordance with the agreed terms of payment.

**25. Mortgage / Financial Assistance:**

- 25.1. The Allottee hereby grants his/her/their irrevocable consent to the Promoter/s to raise construction loan, project finance loan, loan by creating a mortgage, charge, lien, hypothecation, any kind of encumbrance and security interest over the Project Land and/or the Building or any part thereof, by mortgaging, hypothecating receivables and/or developable property (including but not limited to mortgage by way of deposit of title deeds) from bank / financial institution / non-banking financial corporation and/or any other person or entity ("**Lenders**") and without having to seek any consent from the Allottee in any manner whatsoever, written or otherwise, but without the Allottee being responsible / liable towards its repayment and incurring any liability in any manner whatsoever (financial or otherwise).
- 25.2. Without prejudice to Clause 25.1. the Allottee agrees and undertakes to render such co-operation and assistance, including signing all such letters, forms, consents, and other deeds and documents, as may be required by the Promoter/s and/or its lender/s for the purpose of creating and/or enforcing the mortgage created on the Project Land and/or the Building being constructed thereon, as the case may be.
- 25.3. The sole liability to repay the loan amount together with interest/penalty occurred under such mortgage / facility shall be of the Promoter/s, and the Promoter/s has also assured and undertaken to the Allottee that they shall pay the loan amount together with interest / penalty to the Lenders by instalment and/or as may be demanded by the Lenders from time to time.
- 25.4. The Promoter/s hereby represents that the Promoter/s has created security for the repayment of the loans availed in the manner as provided in the Annexure 14.

**26. Facility Management Entity / Facility managed by Promoter/s**

- 26.1. By executing this Agreement, the Allottee(s) hereby unequivocally agree(s), confirm(s) and consent(s) that the maintenance, management and upkeep of the Project shall be carried out by **Embassy Services Private Limited ("ESPL")** or by any other agency, firm, corporate body or person nominated by the Promoter/s ("**Facility Management Entity**"). The Allottee(s) further agree(s) to cause the Condominium, upon its formation, to appoint ESPL (or such other facility management entity nominated by the Promoter/s from time to time) for the maintenance of the Project Land and Building. The Facility Management Entity shall exclusively undertake the management, operation, maintenance, upkeep and administration of the Project and the Building, including all Common Amenities and Facilities of the Project, infrastructure, installations, equipment, club house, open spaces and all related facilities (collectively, the "**Maintenance Services**").
- 26.2. The Allottee(s) acknowledge and agree that the Facility Management Entity will be deploying significant expertise, manpower, systems, infrastructure and other resources for providing the Maintenance Services, including preparatory works undertaken prior to completion of the Project. The Allottee(s) are aware that ESPL, in rendering such services, will incur substantial expenditure even before the commencement of full-fledged maintenance operations and that, accordingly, ESPL will be entitled to liquidated compensation in the event of termination of the maintenance arrangement before expiry of the period agreed between ESPL and the Condominium. The Allottee(s) expressly confirm that they shall be bound by, and shall cause the Condominium to be bound by, the terms and conditions of the maintenance agreement to be executed between the Condominium and ESPL / the Facility

Management Entity.

26.3. Accordingly, the Allottee(s) agree that the Facility Management Entity shall be entitled to recover:

26.3.1. The actual cost of providing the Maintenance Services;

26.3.2. Management fee of 20% (twenty percent) of such actual cost, plus applicable goods and services tax and other taxes, levies and charges at actuals as may be applicable from time to time. Such tentative management fee shall be payable for the entire Tenure (*defined below*) of the maintenance agreement.

26.4. The Allottee(s) acknowledge and agree that the 20% management fee is a fixed contractual entitlement forming an integral and inseparable component of the Maintenance Services and shall be payable irrespective of fluctuations in the underlying actual cost, subject only to annual revisions / escalations as may be provided under the maintenance agreement.

26.5. The Promoter/s shall have the sole and absolute discretion, without requiring any consent or approval from the Allottee(s) and/or the Condominium, to:

26.5.1. appoint or nominate the Facility Management Entity;

26.5.2. remove, substitute or replace the Facility Management Entity with another entity;

26.5.3. negotiate, finalise and modify the commercial terms, tenure, fee structure and scope of services under the maintenance agreement; and

26.5.4. novate, assign or otherwise transfer the maintenance agreement to the Condominium upon its formation.

26.6. The Allottee(s) expressly consent to the foregoing and agree not to raise any objection to any such actions of the Promoter/s.

26.7. The maintenance agreement shall remain valid and binding for an initial period of 25 (twenty-five) years (the "**Tenure**"), subject to such renewals as may be mutually agreed between the Facility Management Entity and the Condominium. Upon expiry of the Tenure, the Condominium may either continue with the same Facility Management Entity or appoint a new facility management entity, provided that the prior written consent of all the Allottee(s) of the units in the Project is obtained for (i) any decision relating to discontinuation / non-renewal of the existing maintenance agreement (including the consequences thereof such as obligations, penalties and liabilities), and/or (ii) appointment of any new facility management entity. It is further expressly agreed and understood that the Promoter/s shall not, in any manner, be accountable, liable or responsible to any person, including the Allottee(s) and/or the Condominium, for any act, deed, matter or thing done or omitted to be done by the Facility Management Entity in the course of providing the Maintenance Services and/or in relation to the management, upkeep and control of the Project, the Building and/or the Common Amenities and Facilities of the Project appurtenant thereto.

26.8. The Facility Management Entity shall have the right to demand, invoice and collect from the Allottee(s) (either directly or through the Condominium, as the case may be) all common area maintenance charges, maintenance deposits, provisional amounts, taxes, levies, outgoings and all other charges towards the Maintenance Services, including the proportionate share payable by each Allottee. The Allottee(s) agree to promptly pay all such amounts as and when billed, without delay, set-off, deduction or demur.

26.9. The Allottee further agrees, undertakes and confirms that he / she / they shall, from time to

time, sign, execute and deliver all such papers, documents, deeds and other writings as may be required, at the sole discretion of the Promoter/s and/or the Facility Management Entity, and shall do all such acts, deeds and things as may be necessary or desirable to: (a) give full effect to the appointment and continued engagement of the Facility Management Entity; (b) enable and cause the Condominium to ratify, adopt and be bound by the maintenance agreement and any amendments thereto; and (c) comply with the rules and regulations framed for (i) the management, maintenance and operation of the Building and the Project; (ii) the use and occupation of the Unit by the Allottee, its assignees and occupants; and (iii) ensuring the safety and security of the Allottee / occupants and of the Building and the Project.

**27. Interior works to be carried out by the Allottee in accordance with building fit-out guidelines:**

27.1. The Allottee agrees and undertakes that the Allottee shall carry out any fit-out / interior work in the Unit strictly in accordance with the rules and regulations framed by the Competent Authority, Facility Management Entity and Promoter/s ("**Fit-Out Manual/Guidelines**") and without causing any disturbance to the other allottee of Unit in the Building. Without prejudice to the aforesaid, if the Allottee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Unit or the Building, Promoter/s shall be entitled to call upon the Allottee to rectify the same and to restore the Unit and/or the Building to its original condition within 30 (thirty) days from the date of intimation by Promoter/s in that behalf. If the Allottee does not rectify the breach within such period of 30 (thirty) days, Promoter/s/Facility Management Entity may carry out necessary rectification / restoration to the Unit or the Building (on behalf of the Allottee) at the sole cost and consequence of the Allottee. If the Allottee fails to reimburse to Promoter/s any such costs / charges and expenses within 15 (fifteen) days of demand by Promoter/s, the same would be deemed to be a charge on the Unit.

27.2. The Allottee hereby indemnify/ies and agree/s to always keep saved, harmless and indemnified, the Promoter/s (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against Promoter/s or which Promoter/s may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Unit or the Building; and (ii) for all costs and expenses incurred by Promoter/s for instituting any legal proceedings for recovery of such costs / charges and expenses incurred by it for rectification/ restoration to the Unit or the Building. The Allottee agree/s that breach of the Fit-out Manual may entail breach of the Sanctioned Plans and permission granted by Competent Authority.

27.3. Any time before the transfer or after the transfer of the Project by Promoter/s in favour of the Condominium, Promoter/s, their engineers, workmen, labourers, architects, sales person, marketing persons and such other person as may be sent by Promoter/s shall be allowed to enter upon the Unit/ Building by the Allottee with reasonable notice, for the purpose of rectifying any defect or damage to the Building or if necessary, to any part of the Unit provided the Unit are restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Allottee or his/her/ Promoter/s agents and the Allottee shall reimburse and/or pay to Promoter/s or any other person the loss or damage suffered by them on account of the act of the Allottee or his agents. The Promoter/s shall not be liable for inconvenience caused to the Allottee on account of such entry to the Unit. If the Unit are closed and in the opinion of Promoter/s any rectification or restoration is necessary in the interest of the Building and/or allottees therein, the Allottee consent/s to Promoter/s to break open the lock on the main door/entrance of the Unit.

**28. Transfer by Allottee**

28.1. The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license or part

with the interest in the Unit or benefit factor of this Agreement or part with the possession of the Unit or any part thereof or dispose of or alienate otherwise howsoever, the Unit or any part thereof and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, the entire Sale Consideration and all other amounts payable by the Allottee to Promoter/s under this Agreement, are fully and finally paid together with the applicable interest thereon (if any) at the Interest Rate and possession of the Unit is handed over to the Allottee.

## 29. Hoardings, signage and commercial exploitation rights

- 29.1. The Promoter/s shall be entitled to put hoardings / boards of its brand name, in the form of neon signs, MS letters, vinyl and sun boards on the Project Land or the Building and on the façade, terrace, compound wall or other parts of the Building. The Promoter/s shall also be entitled to place, select and decide the hoarding / board sites for installing a permanent illuminated signage / hoarding stating “**Embassy Citadel**”, “**Blu**” or other similar words for signifying and indicating to the public at large that Project is constructed / developed by the Promoter/s at a prominent place on the Project Land or the Building, without being liable to pay any fees/charges cost in this respect and the Allottee agrees not to object or dispute the same, and access shall be made available to the Promoter/s and their respective authorized representatives, in the Building, within compound wall or terrace, as and when required by them in order to maintain, repair and replace the signage/hoarding at the costs of Promoter/s.
- 29.2. The Allottee acknowledges that the Promoter/s shall have the absolute, exclusive and unfettered right (for itself and its nominees) to install, erect, maintain, operate, license, assign and commercially exploit hoardings, billboards, display boards, neon signs, sky-signs, unipoles, digital media, rooftop / facade signage, telecom towers, antennae, equipment and such other advertising, communication and commercial installations (collectively, “Hoardings and Installations”) on, over, above, within or in relation to the Project Land and the Project, including on the terrace, facades, podiums, boundary walls and open areas of the Project, as the Promoter/s may in its discretion determine.
- 29.3. The Allottee agrees that the aforesaid rights of the Promoter/s in respect of Hoardings and Installations:
- (a) shall not form part of the Common Areas and Facilities to be conveyed / transferred to the Condominium, Apex Condominium or any association / body of unit owners;
  - (b) shall be expressly reserved and carved out in favour of the Promoter/s and / or its nominees in the Deed of Declaration, Deed(s) of Apartment / Deed(s) of Conveyance and all other documents relating to the Project; and
  - (c) shall continue and survive even after the execution and registration of the Deed(s) of Apartment / Deed(s) of Conveyance or any other instrument of transfer in favour of the Allottees and/or any body / association / apex entity.
- 29.4. The Promoter/s and / or its nominees shall, in consideration of the right to erect / install Hoardings and Installations, pay to the relevant Condominium / Apex Condominium or association / body of unit owners, if and to the extent required by Applicable Law, a nominal licence fee of INR 11 (Rupees Eleven only) per annum per Hoarding / Installation, together with applicable municipal / statutory charges, if any, in respect thereof. The Allottee agrees that such licence fee is a token consideration and that neither the Allottee nor the Condominium / Apex Condominium nor any other body shall be entitled to claim any share in the revenues, licence fees, rentals or other economic benefits arising out of such Hoardings and Installations.
- 29.5. The Allottee further agrees that the existence or operation of any Hoardings and Installations as aforesaid:

(a) shall not entitle the Allottee to any reduction / abatement in the Sale Consideration or in any other amounts payable under this Agreement; and

(b) shall not be called in question or objected to by the Allottee on aesthetic, privacy, nuisance or any other grounds, so long as the Promoter/s complies with Applicable Law.

29.6. The Allottee and the Condominium / Apex Condominium shall permit the Promoter/s and its nominees and their authorized personnel to have reasonable access to such portions of the Project as may be necessary for the installation, operation, maintenance, repair or removal of the Hoardings and Installations.

### 30. Nominee of the Allottee

The Allottee hereby nominate/s [·] being the person identified hereinafter (“**said Nominee**”) as his/her/their nominee in respect of the Unit and the said Car Parking Space/s. In the event of death of the Allottee prior to taking possession of the Unit and the said Car Parking Space/s, the said Nominee shall assume all the obligations of the Allottee under this Agreement and in respect of the Unit and the said Car Parking Space/s, and shall be liable and responsible to perform the same, including that of payment of the balance consideration if any, along with all other charges as shall be payable under this Agreement, on or before the due dates thereof. The Allottee shall at any time hereafter be entitled to substitute the name of the said Nominee in writing and the last of such nominations shall be taken into consideration by the Promoter/s. The Promoter/s shall not be bound to acknowledge any nomination if not filed in writing with the Promoter/s in the manner as herein mentioned. The Promoter/s shall only recognize the said Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter/s in writing) and deal with him/her/them in all matters pertaining to the Unit and the said Car Parking Spaces, till the time the necessary legal heirship certificate / probate / letters of administration has been obtained by any legal heirs and/or representatives of the Allottee. The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the said Nominee. The said Nominee shall always abide by, observe and perform the terms and conditions of this Agreement.

### 31. Binding Effect:

Forwarding this Agreement to the Allottee by the Promoter/s does not create a binding obligation on the part of the Promoter/s or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexes along with the payments due, as stipulated in the Payment Plan at **Error! Reference source not found. Annexure 7**, within 30 (thirty) days from the date of its receipt by the Allottee and secondly, appear/s for registration of the same before the concerned office of the Sub-Registrar of Assurances as and when intimated by the Promoter/s. If the Allottee fail/s to execute and deliver to the Promoter/s this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned office of the Sub-Registrar of Assurances for its registration as and when intimated by the Promoter/s, then the Promoter/s shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all the sums deposited by the Allottee in connection therewith after deduction of Liquidated Damages shall be refunded to the Allottee.

### 32. Entire Agreement:

This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and the terms and conditions of the Agreement overrides, supersedes, cancels any and all understandings, any other agreements, negotiations, commitments, booking form, letter of acceptance, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties

in regard to the Unit.

**33. Right to Amend**

This Agreement executed between the Promoter/s and the Allottee, may only be amended through written consent of the Parties.

**34. Provisions of this Agreement applicable to the Allottee/ subsequent Allottee:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Building / common amenities shall equally be applicable to and enforceable against any subsequent Allottee of the Unit, in case of a transfer, as the said obligations go along with the Unit, for all intents and purposes.

**35. Severability:**

If any provision of this Agreement shall be determined to be void or unenforceable, such provisions of this Agreement shall be deemed amended or deleted in so far as they are reasonably inconsistent with the purpose of this Agreement, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of the execution of this Agreement. **If any such prohibition or unenforceability substantially affects or alters the residual terms and conditions of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Agreement prior to such prohibition or unenforceability.**

**36. Method of calculation of proportionate share:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other Allottee, the same shall be in proportion to the carpet area of the Building to the total carpet area of all the other Unit/units/ areas/ spaces in the Building.

**37. Confirming Party:**

**The Confirming Party acknowledges and confirms that it has no ownership rights, title, or interest in the Project Land or the Unit agreed to be sold under this Agreement, and its role is limited to confirming and ratifying the terms of this Agreement and the transaction contemplated herein, including the representations, warranties, and covenants made by the Promoter/s and Confirming Party to the Allottee. The Confirming Party further acknowledge that it has consented to the development of the Project Land and the construction of the Building in accordance with the Sanctioned Plans and Applicable Law, and have no claim, demand, or right to object to the sale, transfer, or conveyance of the Unit by the Promoter/s to the Allottee, and shall execute, sign, and deliver all such documents, deeds, and writings as may be reasonably required to give full effect to this Agreement and the transaction contemplated herein.**

**38. Further Assurances:**

All Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**39. Place of Execution:**

- 39.1. The execution of this Agreement shall be complete only upon its execution by Promoter/s through its authorized signatory at the Promoter/s's office, or at some other place, which may be mutually agreed between the Parties. After the Agreement is duly executed by the Allottee and Promoter/s or simultaneously with the execution thereof, this Agreement shall be registered at the office of the Sub-Registrar of Assurances.
- 39.2. The Allottee and/or Promoter/s shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Parties will attend such office and admit the execution thereof.

**40. Notices**

- 40.1. All notices to be served upon the Allottee and, the Promoter/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter/s by Courier or Registered Post A.D or notified E-mail ID/Under Certificate of Posting at their respective addresses specified below:

Party	Name	Address	Notified E-mail Id
Allottee			
Equinox			
Spero			

- 40.2. It shall be the duty of the Allottee and the Promoter/s to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post A.D. failing which all communications and letters posted at the above address shall be deemed to have been received by the Parties, as the case may be.

- 40.3. Any notice, demand, intimation or communication sent by the Promoter/s by e-mail to the e-mail ID of the Allottee as recorded in the Promoter/s's records shall be deemed to have been duly received by the Allottee on the date of transmission, even if the same is returned / rejected due to mailbox full, server issues or any other reason not attributable to the Promoter/s.

**41. Joint Allottee:**

- 41.1. In case of Joint Allottees, any notice, demand, intimation or communication addressed and sent to the Allottee whose name appears first in this Agreement and/or to the address / e-mail ID stated against such first-named Allottee shall be deemed to have been duly served on all the Joint Allottees and shall be sufficient service on each of them.

- 41.2. Likewise, any refund or payment due to the Allottee under this Agreement made by the Promoter/s in the name of and/or to the bank account of the first-named Allottee shall constitute a full and valid discharge of the Promoter/s obligations in respect of such refund or payment towards all Joint Allottees

**42. Stamp Duty and Registration Charges:**

- 42.1. The charges towards stamp duty fees, registration charges of this Agreement, as well as miscellaneous and legal charges shall be borne and paid by the Allottee alone.
- 42.2. At the time of registration of deed of declaration for the formation of the Condominium/Apex Condominium, the Allottee shall pay to the Promoter/s, the Allottee's share of stamp duty and registration charges payable, for the Condominium/Apex Condominium.

42.3. At the time of registration of deed of apartment for the Unit, the Allottee shall pay stamp duty and registration charges payable on such deed of apartment.

43. Dispute Resolution:

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to MahaRERA as per the provisions of the RERA Act and RERA Rules.

44. Governing Law:

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai, and the Courts in Mumbai will have exclusive jurisdiction with respect to all the matters pertaining to this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO  
(Ownership Land)

All that piece and parcel of land bearing Cadastral Survey Number 131 and Cadastral Survey Number 132, both together aggregating to 33,504.22 square meters or thereabouts of Lower Parel Division within the limit of Mumbai Municipal Corporation and falling in ‘G’ South ward situated at Ganpatrao Kadam Marg, Lower Parel, Mumbai- 400 013 i.e First Land, an undivided portion of the land bearing City Survey Number 1/ 132 admeasuring. 4540.5 square meters or thereabout situated at Ganpatrao Kadam Marg, Mumbai- 400013 i.e. Second Land and Cadastral Survey Number 133 (Pt) admeasuring 472 square meters or thereabout of Lower Parel Division within the limit of Mumbai Municipal Corporation and falling in ‘G’ South ward situated at Dr. E. Moses Road, Worli, Mumbai- 400 018 i.e. Third Land. The said lands are bounded as follows:

City Survey No.	Admeasuring	North	South	East	West
131 & 132	33,504.22 sq. meters of land	Ganpatrao Kadam Marg	C.S. Nos. 135&136 Shah & Nahar Ind. Estate	CS No. 1/132 Podar Mills (Process House)	CS No. 133 Shah Thackerey Chawl

City Survey No.	Admeasuring	North	South	East	West
1/132	An undivided portion of the land bearing City Survey Number 1/ 132 admeasuring approx.	Ganpatrao Kadam Marg	C.S. Nos. 135&136 Shah & Nahar Ind. Estate	CS No. 1/132 Podar Mills (Process House)	CS No. 133 Shah Thackerey Chawl

	4540.5 square meters				
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City Survey No.	Admeasuring	North	South	East	West
133 (Pt)	472 sq. meters of land	C.S. Nos. 131, 132 (Bharat Textile Mills)	Shah and Nahar Industrial Estate	Blu	C.S. Nos. 128, 129 and 130.

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 DRAFT

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
***(Development Land)***

Cadastral Survey Nos.128 admeasuring 4191.50 sq.m., Cadastral Survey No. 129 admeasuring 1337.79 sq.m. and Cadastral Survey Number 130 admeasuring 2,280.95 sq.m. or thereabout of Lower Parel Division situated at Dr. E. Moses Road, Parel, Mumbai – 400 018. The said lands are bounded as follows:

City Survey No.	North	South	East	West
128,129 & 130	Konark Tower	Shah Ann Nar & Apte Chawl	BLU Tower C & D	Dr. E Moses Road

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
***(Description of the Unit)***

Residential Unit bearing No. [·] admeasuring about [·] sq.m. of Carpet Area equivalent to [·] sq. ft. of Carpet Area or thereabouts alongwith Exclusive Area admeasuring about [·] sq.m. equivalent to [·] sq. ft. (which includes balcony) aggregating to net area of [·] sq.m. equivalent to [·] sq. ft. on the [·] floor of the said Building known as “**Embassy Citadel**” under construction on the Project Land more particularly described in the First and Second Schedule hereinabove written along with Car Parking Space(s) more fully described in the Fourth Schedule

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

***(Description of Car Parking Space/s allotted to Allottee)***

<b>Total Car Parking Spaces</b>	
<b>Serial Number/s</b>	
<b>Type</b>	<b>Surface / Tandem/ Stack/ Mechanical/ Puzzle</b>
<b>Level / Location</b>	<b>Basement/ Upper Ground/ Lower Ground / ____<sup>th</sup> Podium</b>
<b>Minimal Measurements</b>	length: ____ ft.  breadth: ____ ft.  Vertical Clearance: ____ ft.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(Nature, extent and description of common areas and facilities and limited common areas and facilities)**

**A) DESCRIPTION OF THE COMMON AREAS PROVIDED: -**

Sr.No	Type of Common area provided	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities / amenities
1	Internal Road & Footpath	Amenities shall be constructed and completed upon construction of entire Project and obtainment of the full occupation certificate/s thereof.	Upon obtainment of the full occupation certificate/s in respect of entire Whole Project	
2	Water supply			
3	Storm water drains			

**B) FACILITIES/ AMENITIES PROVIDED/TO BE PROVIDED WITHIN THE BUILDING INCLUDING IN THE COMMON AREA OF THE BUILDING:**

Sr.No	Floor	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities / amenities	FSI Utilized or free of FSI
1	10th	Indoor Sports	NA	Amenities shall be constructed and completed upon construction of entire Project and obtainment of the full occupation certificate/s thereof.	Upon obtainment of the full occupation certificate/s in respect of entire Whole Project	1105	FSI Utilized
2	10th	Lounge/Reception	NA			234	FSI Utilized
3	10th	Kids Play Area	NA			226	FSI Utilized
4	10th	Kids Event Space	NA			141	FSI Utilized
5	12th	Outdoor Amenities (Pool and Deck)	NA			765	FSI Utilized

6	12th	Restaurant/Café	NA			264	FSI Utilized
7	12th	Meet & Greet/Reception	NA			570	FSI Utilized
8	12th	Banquet/Party Hall	NA			264	FSI Utilized
9	13th	Badminton Court/Basketball Court	NA			190	Free of FSI
10	13th	Pickel Ball	NA			190	Free of FSI
11	13th	Squash Court	NA			120	Free of FSI
12	13th	Activity Studio	NA			119	FSI Utilized
13	13th	GYM	NA			502	Free of FSI
14	14th	Indoor Games	NA			266	FSI Utilized
15	14th	AV Room	NA			115	FSI Utilized
16	15th	Wellness Lounge	NA			102	FSI Utilized
17	15th	SPA	NA			187	FSI Utilized
18	15th	Pool	NA			340	FSI Utilized
19	15th	Salon	NA			119	FSI Utilized
20	15th	Guest Suites	NA			306	FSI Utilized

21	79th	Sky Lounge	1			255	FSI Utilized
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C) Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:

Sr. No.	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities / amenities	FSI Utilized or free of FSI
NA	NA	NA	NA	NA	NA	NA

D) THE SIZE AND THE LOCATION OF THE FACILITIES / AMENITIES IN FORM OF OPEN SPACES ( RG/PG ETC.) PROVIDED / TO BE PROVIDED WITHIN THE PLOT AND / OR WITHIN THE LAYOUT.

Sr. No.	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be Provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
1.	RG on entire plot	1	784.34 sq.m.	30 <sup>th</sup> June 2034	30 <sup>th</sup> June 2034

E) DETAILS AND SPECIFICATIONS OF THE LIFTS:

North Wing					
Sr.No	Lift	Type (passenger/service/ stretcher/goods/fire evacuation/any other)	Total no. of Lifts provided	Number of passengers or carrying capacity in weight (kg)	Speed (m/s)
1	Passenger		4	1088kg / 16 persons	8.0
2	Passenger / Fireman's		1	1088kg / 16 persons	8.0

3	Fire evacuation	1	1360kg / 20 persons	6.0
4	Fire evacuation	1	1020kg / 15 persons	1.0
5	Mansion	1	1360kg / 20 persons	1.0
6	Service	1	1632kg / 24 persons	6.0
7	Shuttle	2	1020kg / 15 persons	1.5
8	Amenity	2	680kg / 10 persons	1.5

South Wing				
Sr.No	Lift Type (passenger/service/ stretcher/goods/fire evacuation/any other)	Total no. of Lifts provided	Number of passengers or carrying capacity in weight (kg)	Speed (m/s)
1	Passenger	4	1088kg / 16 persons	8.0
2	Passenger / Fireman's	1	1088kg / 16 persons	8.0
3	Fire evacuation	1	1360kg / 20 persons	6.0
4	Fire evacuation	1	1020kg / 15 persons	1.0
5	Mansion	1	1360kg / 20 persons	1.0
6	Service	1	1632kg / 24 persons	6.0
7	Shuttle	2	1020kg / 15 persons	1.5
8	Amenity	2	680kg / 10 persons	1.5

SIXTH SCHEDULE

DESCRIPTION OF FIXTURES IN THE FLAT

**ANNEXURE 1**

*(Title Certificate)*

**ANNEXURE 2**

*(Property Cards)*

**ANNEXURE 3**

*(Approvals)*

**ANNEXURE 4**

*(Development Plan)*

**ANNEXURE 5**

*(Floor Plan of the Unit)*

**ANNEXURE 6**

*(Details of specification to be provided in the Unit)*

**ANNEXURE 7**

*(Payment Plan)*

Milestone	
	%
On Booking (Application Date)	1.00%
Booking Amount (Within 21 Days)	9.00%
On Raft completion	12.50%
On Basement II completion	12.50%
On Plinth completion	10.00%
On Completion of 5th floor	2.50%
On Completion of 10th floor	2.50%
On Completion of 20th floor	2.50%
On Completion of 30th floor	2.50%
On Completion of 40th floor	2.50%
On Completion of 50th floor	2.50%
On Completion of 60th floor	2.50%
On Completion of 70th floor	2.50%
On Completion of top slab	5.00%
On Completion of Blockwork of the said Unit	10.00%
On Completion of Flooring of the said Unit	10.00%
On Receipt Of OC	5.00%
On Intimation for Possession	5.00%
Total	100.00%

**ANNEXURE 8**

*(Additional Payments)*

Sl No.	Amount	Particulars
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		Towards legal & documentation fees for AFS Registration (Non-refundable).
		Towards installation or connection of water, electric and sewer services and other incidental expenses towards utility connection. (Non-refundable)
		Towards Infrastructure Charges / Common facilities' Development Charges of the said Unit. (Non-refundable).
		Towards formation and registration of the Condominium/Apex Condominium. (Non-refundable).
		Towards estimated 24 months advance toward Building CAM Charges
		Towards estimated 24 months advance toward Apex CAM Charges
		Towards corpus fund (non-refundable)
		Towards Club Membership Fees (non-refundable and non-transferable);

#### ANNEXURE 9

*(RERA Certificate)*

#### ANNEXURE 10

*(Specific Terms)*

- A. The **(i)** Joint Common Areas and Facilities for Towers A to D Condominiums, **(ii)** basements, ground floors/ levels and podiums/ parking floors of Embassy Citadel, and **(iii)** the portion of the said Project Land beneath/underlying and the appurtenant to (a) Towers A, B, C, D and Embassy Citadel and (b) Joint Common Areas and Facilities for Towers A to D, and (c) common driveway for all 5 (five) Towers for ingress and egress from Dr. E. Moses Road, along with 1(one) common entry-cum exit gate for all 5 (five) towers leading to Dr. E. Moses Road and security cabin(s) therein, admeasuring in aggregate approximately 43,626.47 square meters or thereabouts (hereinafter referred to as **"the Blu Project Land"**) and which Project Land shall form a part of the Apex Condominium Common Areas and Facilities defined below), shall be submitted to the provisions of the MAO Act by formation of an apex condominium (**"Apex Condominium"**) under a registered Declaration within minimum of 4 (four) months and maximum of 9(nine) months from the date of receipt of the full Occupation Certificate for Embassy Citadel from MCGM. The Bye-laws of the Apex Condominium will provide that the Condominiums of Tower A, Tower B, Tower C, Tower D and Embassy Citadel shall be the members of the Apex Condominium. It is clarified that the Apex Condominium will be only for the Blu Project Land and not for any other portion of the said Project Land (including portions of the said Project Land admeasuring 2,700.49 sq.

meters or thereabout which will be underlying and appurtenant to the School Building, Rehab-cum-Sale Building and MMRCL staircase).

- B. In the construction of Towers A to D the total FSI of 86,211.83 square meters or thereabouts has been consumed (which is about 35.98% of the total FSI potential of the said Project Land being 2,39,619.77 square meters or thereabouts ), in the construction of the Rehab -cum-Sale Building the total FSI of 12,049.73 square meters or thereabouts has been consumed (which is about 5.03 % of the total FSI potential of the said Project Land being 2,39,619.77 square meters or thereabouts) and in the construction of Embassy Citadel the total FSI of 1,27,358.20 square meters or thereabouts will be consumed (which is about 53.15% of the total FSI potential of the said Project Land being 2,39,619.77 square meters or thereabouts). In case of any modification in and/or introduction of any laws, rules, regulations, including Development (Control and Promotion) Regulations, policies, notifications, circulars, etc. of the concerned Government, MCGM or other authority which comes into effect on or after April 01, 2024 under which any incremental development potential (i. e. over and above the aforesaid present total FSI potential of 2,39,619.77 square meters or thereabouts) by way of FSI, TDR or otherwise, becomes available and is permitted to be utilised, then the owners/ purchasers in Towers A to D shall be entitled to 75 % of such incremental development potential.

2.The Sale of the Unit to the Allottee is subject to the following negative covenants:

- i. For the purposes of Part V of the Development Control and Promotion Regulations for Greater Mumbai 2034 (including any amendment therein or re-enactment thereof) the present unutilized development potential to the extent of 14,000 square meters (out of the total present development potential of 2,39,619.77 sq. meters or thereabouts of the Project Land) (which is about 5.85 % of the total development potential as on date) shall be available on pro rata basis for Towers A, B, C and D/ the respective unit owners/purchasers therein (and shall not be utilized by the Promoter/s/ Embassy Citadel Condominium/ unit owners therein), as detailed hereinbelow:-

Towers	Development Potential (in square meters)	Development Potential (in square feet)
A	2,917	31,399
B	4,467	48,083
C	3,466	37,308
D	3,150	33,907
TOTAL	14,000	1,50,696

- ii. It is clarified that for loading and utilising the above Development Potential as set out in Paragraph B2(i) above, the owners of apartments in Towers A, B, C and D/their respective condominiums will have to incur the cost in terms of acquisition of Transferable Development Rights, Floor Space Index premium, etc. as applicable from time to time under the applicable Development Control and Promotion Regulations. The provision for additional development potential as made in Article B2(i) above is to ensure that in the event the reconstruction of Towers A, B, C and D or any one or more of them was to take place on the date of this Declaration, such reconstruction will not lead to any deficiency or shortfall in the Floor Space Index required by the presently applicable Development Control Regulations so far as the reconstruction to the extent of the present dimensions of all the apartments of Towers A, B, C and D and the Joint Common Areas and Facilities for Towers A to D Condominiums and all rights, entitlement

and benefits enjoyed by the unit owners of Tower A, Tower B, Tower C and Tower D as described in this Declaration are concerned.

- iii. In case of redevelopment/reconstruction of Embassy Citadel, the plinth/construction thereof shall not extend beyond the land area of about 9,446.89 square meters on which Embassy Citadel (along with its basements), the Rehabilitation-cum-Sale building, School Building and MMRCL Staircase are being constructed. Similarly in case of redevelopment/ reconstruction of Towers A, B, C and D the plinth/construction thereof shall not extend beyond the land area of about 36,880.07 square meters. The Tenement Density of the respective portions of the land area shall only be calculated on the basis of the said ratio in case of redevelopment/ reconstruction. A copy of an architectural plan earmarking the aforesaid area of 9,446.89 square meters and the aforesaid area of 36,880.07 square meters, is hereto annexed and marked as **Annexure 11**;
  - iv. The Declaration to be executed and registered for submission of the Blu Project Land to the provisions of the said Act thereby forming the Apex Condominium as contemplated herein and also the separate/ supplemental Deeds of apartment in favour of the unit owners in Towers A to D (conveying to them their respective undivided share in the Blu Project Land) (including any supplemental deeds, documents or writings thereto) and also the Agreements for Sale for apartments in Embassy Citadel, shall with the architectural plans demarcating both the aforesaid portions of the layout attached therewith, contain specific provisions incorporating therein the negative covenants as set out in Paragraph B2(i), B2(ii) and B2(iii) above.
  - v. It is clarified that the owners/ occupants in Towers A, B, C and D shall provide co-operation/ support to the Promoter/s and/or the owners/ occupants of Embassy Citadel in case of any redevelopment/ reconstruction/ repairs/ maintenance/ renovation works relating to Embassy Citadel. Similarly, the Promoter/s and/or the owners/ occupants of Embassy Citadel shall provide co-operation/ support to the owners/ occupants of Towers A, B, C and D in case of any redevelopment/ reconstruction/ repairs/ maintenance/ renovation works relating to Towers A, B, C and D. At the time of redevelopment/ reconstruction of Tower A or Tower B or Tower C or Tower D or Embassy Citadel the unit owners shall be entitled to the respective benefits of Floor Space Index as provided in these Specific Terms.
- C. (i)The Blu Project Land (subject to the aforesaid right to use Joint Common Areas and Facilities of Towers A to D Condominiums, as available to the owners/occupants of Towers A to D and aforesaid right to use the Embassy Citadel Common Areas and Facilities as available to the owners/occupants of Embassy Citadel), (ii) common driveway for all 5 (five) Towers for ingress and egress from Dr. E. Moses Road, along with 1(one) common entry-cum exit gate (to be marked as Gate 3) leading to Dr. E. Moses Road and security cabin(s) therein, shall be available for use in common to the owners of all the apartments in all five towers viz., Tower A, Tower B, Tower C, Tower D and Embassy Citadel“ (**“Apex Condominium Common Areas and Facilities”**). The purchasers / owners / occupants / visitors of Embassy Citadel shall be entitled to use the common entry-cum-exit gate opening to Dr. E. Moses Road (Gate 3) as well as their exclusive entry-cum-exit gate opening on to Dr. E. Moses Road, but they will have no right to use the two Gates viz. Gate 1 and Gate 2 opening onto Ganpatrao Kadam Marg. Each of Embassy Citadel, School Building and Rehab-cum-Sale Building will have their separate entry-cum-exit gates opening onto Dr. E. Moses Road and the purchasers / owners / occupants / visitors of Towers A to D shall not be entitled to use/ access the same. The purchasers / owners / occupants / visitors of apartments in Towers A to D would, in addition to the entry and exit gates opening at Ganpatrao Kadam Marg, be entitled to use the common entry-cum-exit gate (Gate 3) of the Blu Project opening onto Dr. E. Moses Road, together with

the internal roads of the Blu Project leading to such entry and exit gates on a permanent and irrevocable but on non-exclusive basis.

- D. The purchasers / owners / occupants / visitors of apartments in Embassy Citadel shall be entitled to use the common entry-cum-exit gate opening on to Dr. E. Moses Road as well as their exclusive entry-cum-exit gate opening onto Dr. E. Moses Road but they shall not be entitled to use the entry and exit gates opening onto Ganpatrao Kadam Marg. The purchasers / owners / occupants / visitors of apartments in Towers A to D would, in addition to the entry and exit gates opening on to Ganpatrao Kadam Marg, be entitled to use, subject to temporary interruption occasioned by construction related activities for Embassy Citadel, the common entry-cum-exit gate of the Blu Project opening on to Dr. E. Moses Road, together with the internal roads of the Blu Project leading to such entry and exit gates on a permanent and irrevocable but on non-exclusive basis. Until formation of the Apex Condominium and handover/ transfer of the Apex Condominium Common Areas and Facilities to the Apex Condominium, the security agency for the common entry-cum exit gate opening onto Dr. E Moses Road shall be appointed by the Promoter/s and the security agency for the entry-cum-exit gate opening onto Ganpatrao Kadam Marg shall be appointed, jointly by the condominiums of Towers A to D and shall be intimated to the Promoter/s. The residents and/or Tower A to D Condominiums and the Embassy Citadel Condominium shall not be entitled to change the accesses i.e., the access to Ganpat Rao Kadam Marg and/or the E Moses access road as mentioned in this paragraph;
- E. The cost of administration / management / operations / repairs / maintenance / upkeep / replacement etc. pertaining to the Joint Common Areas and Facilities of Towers A to D Condominiums including but not limited to (a) maintenance charges, (b) property taxes, (c) electricity charges, (d) water charge, (e) drainage charges, (f) insurance premium, (g) repairs, maintenance, renovation, replacement, refurbishment and upgradation of equipment, plants, machineries, amenities, facilities, (h) pest control charges, (i) costs of maintenance, plumbing, electrical and minor civil repairs, (j) repairs, maintenance, renovation, replacement, refurbishment and upgradation of fittings/ fixtures/ fitments, (k) charges of housekeeping agencies, security agencies and all other agencies/ service providers as may be necessary for efficient/ smooth/ safe operation and management of the facilities and amenities comprised in the Joint Common Areas and Facilities of Towers A to D Condominiums, (l) taxes, levies, impositions, rates, cess, assessments, utility charges, outgoings, expenses etc. relating to the Joint Common Areas and Facilities of Towers A to D Condominiums, (m) all expenses agreed upon or that may be agreed upon hereafter as expenses of the Joint Common Areas and Facilities of Towers A to D Condominiums, and (n) all sums lawfully assessed or charged against or in respect of the Joint Common Areas and Facilities of Towers A to D Condominiums by any authority, body, concerned facility management entity, concerned service providers, etc., shall be contributed and paid by the purchasers/owners/ occupants of all the apartments in Towers A to D, in such proportion which the carpet area of their respective apartments bears to the total carpet area of all units in Towers A to D which have been handed over (upto the relevant date of assessment) by the Promoter/s to their respective purchasers/owners. Provided However (A) no title or interest shall be created/passed or deemed to be created/passed in favour of the unit owners/purchasers of Towers A to D in respect of the Joint Common Areas and Facilities of Towers A to D Condominiums by reason or virtue of the unit purchasers/owners contributing the costs of maintenance and any other outgoings/ charges of such areas/amenities, and (B) the Promoter/s shall not be required to contribute or pay any amount whatsoever towards any of the aforesaid maintenance, outgoings, expenses, charges, etc. in respect of Flat D-703 after allotment of the Flat D-703 jointly to Tower A to D Condominiums and thereafter the Tower A to D Condominiums shall jointly be liable to bear the aforesaid outgoings, expenses, charges, etc. in respect of Flat D-703. In the event where the Promoter/s have entered into any agreement with a purchaser/ owner that provides a maintenance free period, the Promoter/s shall adhere to the terms of such agreement. The Promoter/s will have no objection if the condominiums of Tower A,

Tower B, Tower C and Tower D register a Residents' Society (under the Societies Registration Act, 1860 ) for the levy, collection and disbursement of proportionate receivables (if any) and expenses to discharge the liabilities and outgoings of Joint Common Areas and Facilities for Towers A to D Condominiums, provided that the aforesaid 4 (four) condominiums / the aforesaid Residents' Society provide reasonable co-operation to the Promoter/s in their recovery of outstanding common area maintenance charges/property taxes and other dues from the defaulting unit purchasers/ owners of Tower A, Tower B, Tower C and Tower D.

- F. Subject to and without prejudice to the obligations of the purchasers/owners/ occupants of all the apartments in Towers A to D under sub-paragraph D(1) above, the cost of administration / management / operations / repairs / maintenance / upkeep / replacement etc. pertaining to the Apex Condominium Common Areas and Facilities including but not limited to (a) maintenance charges, (b) property taxes, (c) electricity charges, (d) water charges, (e) drainage charges, (f) insurance premium, (g) repairs, maintenance, renovation, replacement, refurbishment and upgradation of equipment, plants, machineries, amenities, facilities, (h) pest control charges, (i) costs of maintenance, plumbing, electrical and minor civil repairs, (j) repairs, maintenance, renovation, replacement, refurbishment and upgradation of fittings/ fixtures/ fitments, (k) charges of housekeeping agencies, security agencies and all other agencies/ service providers as may be necessary for efficient/ smooth/ safe operation and management of the facilities and amenities comprised in the Apex Condominium Common Areas and Facilities, (l) taxes, levies, impositions, rates, cess, assessments, utility charges, outgoings, expenses etc. relating to the Apex Condominium Common Areas and Facilities, (m) all expenses agreed upon or that may be agreed upon hereafter as expenses of the Apex Condominium Common Areas and Facilities, and (n) all sums lawfully assessed or charged against or in respect of the Apex Condominium Common Areas and Facilities by any authority, body, concerned facility management entity, concerned service providers, etc., shall be contributed and paid by the purchasers/owners/ occupants of all the apartments in Towers A to D to the extent of 75% and by the purchasers/owners/ occupants of all the apartments in Towers E to the extent of balance 25% . Provided However (A) no title or interest shall be created/passed or deemed to be created/passed in favour of the unit purchasers/owners of Towers A to D in respect of the Apex Condominium Common Areas and Facilities by reason or virtue of the unit purchasers/owners contributing the costs of maintenance and any other outgoings/ charges of such areas/amenities, and (B) the Promoter/s shall not be required to contribute or pay any amount whatsoever towards any of the aforesaid maintenance, outgoings, expenses, charges, etc. in respect of unsold units in Embassy Citadel until the possession thereof is handed over to its purchaser. Thereupon, the concerned unit purchasers/owners shall be liable to bear requisite proportionate amounts towards the aforesaid outgoings, expenses, charges, etc. in respect of his/her/ its unit in Embassy Citadel. In the event where the Promoter/s have entered into any agreement with a purchaser/ owner that provides a maintenance free period, the Promoter/s shall adhere to the terms of such agreement.
- G. The Promoter/s will provide on ownership basis and free of cost, initially through a letter of allotment, followed by the transfer document referred below, towards a Condominium office (subject to applicable law and all costs, whether it be GST, stamp duty and registration fees to be borne and paid by the said Four Condominiums) an unsold flat D-703 admeasuring approximately 1,578 square feet RERA carpet area located on P7 of Tower D on an '*as-is where is*' and '*as it is what it is*' basis condition for the joint use and enjoyment of the said Towers A to D Condominiums. The allotment letter will be issued by the Promoter/s to the said Towers A to D Condominium within 15 (fifteen) days from the date of receipt of occupation certificate for Flat No. D- 703 in respect hereof, which will be procured by the Promoter/s within 4 months from the date of the Promoter/s receiving written consents of more than 67% of the total number of flat purchasers in each of Towers A to D. The execution and registration of the transfer document for ownership of flat D-703 jointly in favour of the said Four Condominiums shall take place within 30-days after the receipt of full occupancy of Embassy

Citadel. Commencing from the date of the allotment letter, the unit owners of the said Four Condominiums shall be entitled to enter upon and use the said unsold flat D-703, as their Condominium office without there being any obligation or liability to pay the Promoter/s any user/license fee, provided however that the maintenance charges and outgoings and property taxes for the said unsold flat D-703 from the date of allotment letter shall be borne and jointly paid by the said Four Condominiums of Towers A to Tower D.

- H. The unit owners/purchasers/occupants in Towers A, B, C and D shall have the exclusive right to use the Joint Common Areas and Facilities for Towers A to D Condominiums to the complete exclusion of the purchasers/ owners/occupants of apartments in Embassy Citadel. Similarly, the unit owners/purchasers/occupants of Embassy Citadel shall have the exclusive right to use the Embassy Citadel Common Areas and Facilities to the exclusion of the purchasers/ owners/occupants of apartments Towers A, B, C and D.
- I. It is clarified that, (a) the owners/occupants of apartments in Blu Citadel Tower shall not have any voting rights with respect to the use, management, repairs, upkeep and administration of the Joint Common Areas and Facilities for Towers A to D Condominiums, and (b) the owners/occupants of apartments in Towers A to D shall not have any voting rights with respect to the use, management, repairs, upkeep and administration of the Embassy Citadel Common Areas and Amenities. The names of the various condominiums shall be as follows:
  - a. The Tower "D" Condominium will be named as "BLU – TOWER D CONDOMINIUM"
  - b. The Apex Condominium of Towers A to D will be named as "BLU RESIDENTS TOWERS A TO D APEX CONDOMINIUM"
  - c. The Super Apex Condominium of Towers A to D and Embassy Citadel will be named as "BLU RESIDENTS TOWERS A TO D AND EMBASSY CITADEL SUPER APEX CONDOMINIUM"
- J. The members of all the condominiums for Towers A to D and the Embassy Citadel shall comply with all common approvals with respect to the Project Blu Land

The aforementioned Special Conditions are being granted to the Condominiums of Towers A to D, basis that more than 67% of the unit owners/purchasers in each of Towers A to D have agreed to the scheme encompassed in this Declaration and are providing their written consent as required by the Promoter/s, the Promoter/s have agreed to provide to the unit purchasers/owners in Towers A to D/ their condominiums various benefits/rights/concessions as mentioned in this Declaration including but not limited to (i) exclusive entry and exit gates opening onto Ganpatrao Kadam Marg, (ii) exclusive right to the purchasers/ owners/ occupants of the apartments in Towers A, B, C and D to use the Joint Common Areas and Facilities for Towers A to D Condominiums to the complete exclusion of the purchasers/ owners/occupants of apartments in Embassy Citadel, (iii) right to appoint facility management entity for management of Joint Common Areas and Facilities for Towers A to D Condominiums, (iv) to use Unit D 703 as society office of Tower A to D, (v) the right to (non-exclusive) ingress and egress from Dr. E. Moses Road, along with 1(one) common entry-cum exit gate, etc.

- K. Proposed Intra-Group Restructuring / Alternative Transfer:
  - a. Restructuring and Transfer of Development Rights:  
The Parties acknowledge that the Promoter/s may, at their sole discretion, undertake an intra-group restructuring involving Spero Properties and Services Private Limited and Equinox India Infraestate Limited, including but not limited to amalgamation, merger, demerger, or any other corporate restructuring permitted under Applicable Law.

- b. Without prejudice to the foregoing, the Promoter/s shall also have the right, at their discretion, to effect an alternative transfer of Spero's rights in the Project Land and/or its development rights, including FSI/TDR rights, to Equinox India Infraestate Limited, in such manner and on such terms as may be deemed appropriate by the Promoter/s, subject to compliance with Applicable Law and without requiring any consent from the Allottee.
- c. It is clarified that such restructuring or transfer shall not adversely affect the Allottee's rights under this Agreement, and the obligations of the Promoter/s towards the Allottee shall remain binding on the entity holding the relevant land and development rights post-restructuring.
- L. Subsequent to the merger, Equinox being the sole Promoter/s will execute the Deed of Declaration, Deed(s) of Apartment(s), Deed(s) of Conveyance and all other documents relating to the Project in favour of Allottee.
- M. The Parties agree that in the event the School Building is allowed to be developed in an alternative location by the MCGA or any other Statutory Authority then the land area presently occupied by the School Building shall be exclusively available to the Promoter/s herein who shall be entitled to utilize the FSI available to it with respect to the Project Land and construct and develop such buildings as it may as its sole discretion decide on the land that would be previously occupied by the School Building.
- N. It is being specifically disclosed by the Party that subsequent to the occupancy certificate for the Rehab cum Sale Building from the competent authorities the Promoter/s shall be entitled to at its discretion to have the Development Land to be conveyed to itself from the Confirming Party No.2.

#### **Annexure 11**

*(Architectural plan earmarking the aforesaid area of 9,446.89 square meters and the aforesaid area of 36,880.07 square meters)*

**Annexure 12**

**(Constituted Attorneys for execution of the Cancellation Agreement)**

Name of Constituted Attorney	Photo	Signature

**ANNEXURE 13**

**(SPECIAL CONDITIONS)**

DRY  
Housiey.com

ANNEXURE 14

(Security created by Promoter/s)

SIGNED AND DELIVERED )  
by the within named Equinox )  
 )  
by the hands of its authorised signatory )  
[●] )

SIGNED AND DELIVERED )  
by the within named Spero )  
 )  
by the hands of its authorised signatory )  
[●] )

SIGNED AND DELIVERED )  
by the within named **Confirming Party** )  
Represented by its GPA Holder, the Equinox )  
by the hands of its authorised signatory )  
[●] )

SIGNED AND DELIVERED )  
by the within named Allottee )  
[insert name of the Allottee] )  
 )

In the presence of:

1.

2.