

ON THE LETTER HEAD OF _____

ALLOTMENT LETTER

No.

Date:

To,

I. First Applicant/ Primary Applicant

Mr./Mrs./Ms. [●]

S/W/D _____

R/o [●] _____

(Residence Address) _____

PIN _____

Occupation: Service () Business () Professional () Others Please specify (_____)

Nationality: Resident () Non Resident () Foreign National of Indian Origin () Foreign National
In India () Others Please specify (_____) Telephone/Mobile number

Alternate Mobile Number : _____

Relationship of Alternate Phone Owner : _____

Pancard No.: [●] _____

Aadhar Card No.: [●] _____

Address to be used in the Agreement*: _____

GSTN number: _____

Email ID: _____

Alternate Email Id : _____

II. Second Applicant

Mr./Mrs./Ms. [●]

S/W/D _____

R/o [●] _____

(Residence Address) _____

PIN _____

Occupation: Service () Business () Professional () Others Please specify (_____)

Nationality: Resident () Non Resident () Foreign National of Indian Origin () Foreign National In India ()

Others Please specify (_____)

Telephone/Mobile number _____

Alternate Mobile Number: _____

Relationship of Alternate Phone Owner: _____

Pancard No.: [●] _____

Aadhar Card No.: [●] _____

Address to be used in the Agreement*: _____

GSTN number: _____

Email ID: _____

Alternate Email Id : _____

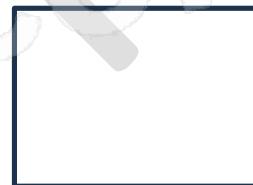
III. Third Applicant

Mr./Mrs./Ms. _____

S/W/D _____

R/o _____

(Residence Address) _____



PIN _____

Occupation: Service () Business () Professional () Others Please specify (_____)

Nationality: Resident () Non Resident () Foreign National of Indian Origin () Foreign National In India ()

Others Please specify (_____)

Telephone/Mobile number _____

Alternate Mobile Number: _____

Relationship of Alternate Phone Owner: _____

Pan card No.: _____

Aadhar Card No.: _____

Address to be used in the Agreement*: _____

GSTN number: _____

Email ID: _____

Alternate Email Id: _____

In case of the applicant being a company/ Partnership concern/ Proprietary concern

IV. _____ Applicant

M/s _____

Registered office address: _____

Corporate office Address: _____

Registration Number: _____

CIN number: _____

TIN number: _____

Board Resolution/ Authority Letter date: _____

Board Resolution In favour of: _____

Telephone/Mobile number: _____

Alternate Mobile Number: _____

Relationship of Alternate Phone Owner : _____

Pancard No. of the Company: _____

Aadhar Card No. : _____

Email ID: _____

Alternate Email Id : _____

V. _____ Applicant

M/s _____

Registered office address: _____

Corporate office Address: _____

Registration Number : _____

CIN number : _____

TIN number : _____

Board Resolution/ Authority Letter date : _____

Board Resolution In favour of: _____

Telephone/Mobile number : _____

Alternate Mobile Number : _____

Relationship of Alternate Phone Owner : _____

Pancard No. of the Company: _____

Aadhar Card No. : _____

Email ID: _____

Alternate Email Id : _____

Documents to be submitted

Copy of the PAN, Copy of the Residential Proof, Copy of board Resolution, Certificate of Board

Resolution, Certificate of incorporation of Company, Copy of letter of authority from other Partners, Certificate of Registration of partnership Firm and in case of Proprietary Concern.

Sir/ Madam,

Sub: Your request for allotment of a Unit in the Project known as **Embassy Citadel**, having MahaRERA Registration No. _____.

1. ALLOTMENT OF THE SAID UNIT:

This has reference to your request referred to in the above subject. In that regard, we have the pleasure to inform that you have been allotted a _____ Unit premises bearing No. _____ admeasuring RERA Carpet area _____ square meters or thereabouts equivalent to approximately _____ square feet situated on _____ floor in Building _____ / Tower _____ /Block _____ /Wing _____ in the project known as Embassy Citadel, having MahaRERA Registration No. _____ (hereinafter referred to as “Unit”), being developed on land bearing C.S. No.(s) 131, 132,1/132, 133 (Pt), 128, 129 and 130 lying and being at Lower Parel Division situated at Dr. E. Moses Road, Parel, Mumbai – 400 018 admeasuring 46,326.96 square meters (“Project Land”) for a total consideration of Rs. _____/- (Rupees _____ only) exclusive of GST, stamp duty and registration charges, maintenance related amounts and any other charges towards government, utility, infrastructure, etc. (“Sale Consideration”).

2. ALLOTMENT OF COVERED CAR PARKING SPACE(S):

Further we have the pleasure to inform you that you have been allotted along with the said Unit, covered car parking space(s) at _____ level basement /podium bearing/ stilt/ mechanical car parking unit bearing No. _____ admeasuring _____ square feet having _____ ft length x _____ ft breadth x _____ ft vertical clearance, on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.

3. RECEIPT OF SALE CONSIDERATION AND ADDITIONAL PAYMENTS:

We confirm to have received from you the amount of Rs. _____/- (Rupees _____ only) (*this amount shall not be more than 10% of the cost of the said Unit*) being _____ % of the Sale Consideration as an advance payment in the manner morefully detailed under **Annexure -1 (Part A)** and all other charges forming part of the additional payments (“Additional Payments”) made is morefully detailed under **Annexure - 1 (Part B)**.

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

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

The above payment received by us have been deposited in RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____. In addition to the above bank account, we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively.

In case of any dishonor of a cheque handed over by the applicant(s) to the Promoter, the cheque bouncing charges equivalent to 2.5% of the value of the cheque shall be payable by the applicant(s) in respect of such dishonored cheque. Such cheque bouncing charges shall be paid by the Applicant(s) within a period of 30 (thirty) days from the date of dishonor of the cheque, failing which, the cheque bouncing charges shall stand increased to an amount equivalent to 5% of the value of the cheque. In the event, you fail or omit to make payment of the balance Sale Consideration, being a sum equivalent to _____% of the Sale Consideration, then, notwithstanding our right to terminate the allotment of the said Unit, we shall be entitled to charge interest in accordance with Clause 8 below. In the event, we terminate the allotment of the said Unit, the amounts paid by you shall be refunded after making such deductions in accordance with Clause 9 below.

4. DISCLOSURES OF INFORMATION:

We have made available to you the following information namely: –

- (i) The sanctioned plans, layout plans along with specifications approved by the competent authority are displayed at the project site and has also been uploaded on MahaRERA website;
- (ii) The stage wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity is as stated in **Annexure - 2** attached herewith;
- (iii) Notwithstanding anything contained elsewhere or herein, the allotment of the Unit shall be subject to the specific terms (“**Specific Terms**”) mentioned in **Annexure - 3**.
- (iv) The website address of MahaRERA is <https://maharera.maharashtra.gov.in/>.

5. ENCUMBRANCES:

Save and except the encumbrances set out in the certificate of title issued by DSK Legal,

Advocate & Solicitors uploaded on <https://maharera.maharashtra.gov.in/>, we hereby confirm that the said Unit is free from all encumbrances and we hereby further confirm that no other encumbrances shall be created on the said Unit except as provided in the Agreement For Sale.

6. FURTHER PAYMENTS:

Further payments towards the Sale Consideration of the said Unit (inclusive of right to use car park) shall be made by you, in the manner agreed herein in the allotment letter and/or on the terms and conditions as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.

7. POSSESSION:

The said Unit along with the covered car parking spaces(s) shall be handed over to you on or before _____ subject to the receipt of payment of the Sale Consideration amount and all other charges of the said Unit as well as of the covered car parking space (s) in the manner and at times as well as per the terms and conditions as more specifically enumerated / stated in this allotment letter and/or the agreement for sale to be entered into between ourselves and yourselves.

In the event of delay in making payments in accordance with the terms of agreement for sale and/or this allotment letter, you/applicant(s) shall be liable to pay interest in accordance with Clause 8 below on the unpaid amounts from the due date of such payment until realization thereof.

8. INTEREST PAYMENT:

Kindly note that, all over-due payments shall attract interest which shall be at the State Bank of India's highest Marginal Cost of Lending Rate plus 2% ("Interest"), calculated from the due date till realization thereof. It is clarified that, payment of such Interest will be without prejudice to the other rights and remedies available to the Promoter including the right to cancel/ terminate the allotment of the said Unit and/ or claim losses/ damages incurred or suffered in that regard. In the event, we terminate the allotment of the said Unit, the amounts paid by you shall be refunded after making such deductions in accordance with Clause 9 below.

9. CANCELLATION OF ALLOTMENT:

(i) In case you desire to cancel the booking, an amount mentioned in the Table hereunder written* would be deducted and the balance amount if any due and payable shall be refunded to you without interest within 45 (forty-five) days from the date of receipt of your letter requesting to cancel the said booking:

Sl. No.	If the letter requesting to cancel the booking is received	Amount to be deducted
1.	Within 15 days from issuance of the allotment letter;	Nil;
2.	Within 16 to 30 days from issuance of the allotment letter;	1% of the total Sale Consideration of the said Unit after applicable deductions;
3.	Within 31 days to 60 days from issuance of the allotment letter;	1.5% of the total Sale Consideration of the said Unit after applicable deductions;
4.	After 61 days from issuance of the allotment letter.	2% of the total Sale Consideration of the said unit after applicable deductions.

- (ii) It is hereby clarified that we shall not be under any obligation to refund/reimburse any amounts paid by you to any statutory authority/ies in respect of purchase of said Unit as per applicable laws including but not limited to stamp duty, registration charges, direct and indirect taxes.
- (iii) In the event the amount due and payable referred in Clause 9 (i) above (if any) is not refunded within 45 days from the date of receipt of your letter requesting to cancel the said booking, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

10. OTHER PAYMENTS:

You shall make the payment of GST, stamp duty and registration charges, as applicable and such other payments as more specifically mentioned in the allotment letter and/or agreement for sale, the proforma whereof is enclosed herewith in terms of Clause 11 hereunder written.

11. PROFORMA OF THE AGREEMENT FOR SALE AND BINDING EFFECT:

The proforma of the agreement for sale to be entered into between ourselves and yourselves is enclosed herewith for your ready reference. Forwarding the proforma of the agreement for sale does not create a binding obligation on the part of ourselves and yourselves until compliance by yourselves of the mandate as stated in Clause 12.

12. EXECUTION AND REGISTRATION OF THE AGREEMENT FOR SALE:

- (i) You shall execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within a period of 1 month from the date of issuance of this letter or within such period as may be communicated to you.
- (ii) You agree that you shall not be entitled to transfer the booking till the possession of the said Unit is handed over to you.
- (iii) In the event the booking amount is collected in stages and if the allottee/Applicant(s) fails to pay the subsequent stage installment, the promoter shall serve upon the allottee a notice calling upon the allottee to pay the subsequent stage installment within 15 (fifteen) days which if not complied, the promoter shall be entitled to cancel this allotment letter. On cancellation of the allotment letter the Promoter shall be entitled to forfeit the amount paid by the allottee or such amount as mentioned in the Table enumerated in Clause 9(i) after applicable deductions towards taxes, interest, brokerage paid and any other outgoings; whichever is less. Except for the above all the terms and conditions as enumerated in this allotment letter shall be applicable even for cases where booking amount is collected in stages.
- (iv) If you fail to execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within the stipulated period 1 month from the date of issuance of this letter or within such period as may be communicated to you, we shall be entitled to serve upon you a notice calling upon you to execute the agreement for sale and appear for registration of the same within 15 (Fifteen) days, which if not complied, we shall be entitled to cancel this allotment letter and further we shall be entitled to forfeit an amount as stated in Clause 9 above and the balance amount if any due and payable shall be refunded without interest within 45 days from the date of expiry of the notice period.
- (v) In the event the balance amount due and payable referred in Clause 12 (iii) and (iv) above (if any) is not refunded within 45(forty-five) days from the date of expiry of the notice period, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus 2% calculated from the date of cancellation or termination.

13. VALIDITY OF ALLOTMENT LETTER:

This allotment letter shall not be construed to limit your rights and interest upon execution and registration of the agreement for sale between ourselves and yourselves. Cancellation of allotment of the said Unit thereafter, shall be covered by the terms and conditions of the said registered document.

14. HEADINGS:

Headings are inserted for convenience only and shall not affect the construction of the various Clauses of this allotment letter.

Signature [●]

Name [●]

Authorized Signatory

(Email ID)

Date: [●]

Place: [●]

CONFIRMATION & ACKNOWLEDGEMENT

I/We have read and understood the contents of this allotment letter and the Annexures herein. I/We hereby agree and accept the terms and conditions as stipulated in this allotment letter. I/ We the Applicant(s) do hereby declare that we have verified all the information available with respect to the Project on the MahaRERA website and the Promoter has readily provided all documents including brochure, information and/or clarification as required by me/us in respect of the said Unit and I/we have, relying upon the same entered into and executed this allotment letter.

Date & Place:	Applicant Name	Signature
	First Applicant Name:	
	Second Applicant Name:	
	Third Applicant Name:	

ANNEXURE – 1 (PART A)
(*Advance payment*)

You have requested us to consider payment of the booking amount/advance payment in stages which request has been accepted by us and accordingly, we confirm to have received from you an amount of INR. _____/- (Indian Rupees _____ only) (amount not being more than 10% of the cost of the said Unit) being _____ % of the Sale Consideration of the said Unit towards advance payment or application fee on _____ through _____ (subject to clearance of credit of amounts in our account).

The _____ % of the Sale Consideration shall be paid by the Applicant(s) in the following manner:

(i) INR. _____/- (In figures) (Indian Rupees _____ only) upon completion of _____/ on or before _____.

(ii) INR. _____/- (In figures) (Indian Rupees _____ only) upon completion of _____/ on or before _____.

(iii) INR. _____/- (In figures) (Indian Rupees _____ only) upon completion of _____/ on or before _____.

ANNEXURE – 1 (PART B)
(*Additional Payments*)

SI No.	Amount	Particulars
		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 – 2
*(Stage wise time schedule of completion of the project)**

Sl. No.	Stages	Date of Completion
1.	Excavation	
2.	Basements (if any)	
3.	Podiums (if any)	
4.	Plinth	
5.	Stilt (if any)	
6.	Slabs of super structure	
7.	Internal walls, internal plaster, completion of floorings, doors and windows	
8.	Sanitary electrical and water supply fittings within the said Unit	
9.	Staircase, lifts wells and lobbies at each floor level overhead and underground water tanks	
10.	External plumbing and external plaster, elevation, completion of terraces with waterproofing.	
11.	Installation of lifts, water pumps, firefighting fittings and equipment, electrical fittings, mechanical equipment, finishing to entrance lobby/ s, plinth protection, paving of areas appurtenant to building / wing, compound wall and all other requirements as may be required to complete project as per specifications in agreement of sale, any other activities.	
12.	Internal roads & footpaths, lighting	
13.	Water supply	
14.	Sewerage (chamber, lines, septic tank, STP)	
15.	Storm water drains	
16.	Treatment and disposal of sewage and sullage water	

17.	Solid waste management & disposal	
18.	Water conservation / rain water harvesting	
19.	Electrical meter room, sub-station, receiving station	
20.	Others	

**Note: The timelines mentioned in this Annexure are indicative. Upon execution and registration of the Agreement for Sale, the timelines mentioned therein will become applicable.*

ANNEXURE-3

(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 Promoters/ 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 3(a)**;

- 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 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 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 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 Promoters. 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 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 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 have entered into any agreement with a purchaser/ owner that provides a maintenance free period, the Promoter shall adhere to the terms of such agreement. The Promoter 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 disbursal 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 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 chals, (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 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 have entered into any agreement with a purchaser/ owner that provides a maintenance free period, the Promoter shall adhere to the terms of such agreement.

- G. The Promoter 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 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 within 4 months from the date of the Promoter 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 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 Signature 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, the Promoter 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 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 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 Promoters, 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 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 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 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 shall be entitled to at its discretion to have the Development Land to be conveyed to itself from the Confirming Party No.2.

Annexure 3 (a)

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

Promoter/ Authorized Signatory