

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("**Agreement**") is made at Mumbai this _____ day of _____ in the Christian Year Two Thousand Twenty _____

BETWEEN

SEJAL SHAKTI REALTORS LLP, a Limited Liability Partnership Firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at 173/174, Sejal Encasa, S. V. Road, Kandivali (West), Mumbai 400 067, hereinafter referred to as the "**Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives, executors, administrators and assigns) of the **ONE PART**;

AND

Dr. Ravindra Baliram Deokar residing/having address at **Quaters No-5A, Second Floor, A.D. Bunglow, S. S. Rao Marg, Parel, Maharashtra, Mumbai-400012** and **Dr. Priya Ravindra Deokar** residing/having address at **Quaters No-5A, Second Floor, A.D. Bunglow, S. S. Rao Marg, Parel Mumbai Maharashtra India 400012** hereinafter referred to as the "**Purchaser/s**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in case of Individual/s, his/her/their respective heirs, executors, administrators, permitted assigns; in case of a Partnership Firm, the partners for the time being constituting such Firm and the survivors of them and the heirs, executors, administrators of the last surviving partner; and in case of a Company, the successors and permitted assigns) of the **OTHER PART**:

The Promoter and the Purchaser/s are hereinafter individually referred to as the "**Party**" and collectively referred to as the "**Parties**".

WHEREAS:

- A. As per the Property Card, the Government of Maharashtra is the Owner of all that forest land being piece and parcel of land situated at Opp: Shukla Hotel, Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 6 (part) admeasuring **1230.35** square meters of **Salt Pan Division** (hereinafter referred to as the **"First Plot"**);
- B. As per the Property Card, the Trustees for the Improvement of The City of Bombay is the Owner of all the piece and parcel of land situated at Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 12 (part) admeasuring **5476.65** square meters of **Sion Division** (hereinafter referred to as the **"Second Plot"**);
- C. As per the Property Card, the Governor of Maharashtra (U.D.& P.H.D) is the Owner of all the piece and parcel of land situated at Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No. 4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 16 (part) admeasuring **894.63** square meters of **Salt Pan Division** (hereinafter referred to as the **"Third Plot"**);
- D. As per the Property Card, the Governor of Maharashtra (U.D.& P.H.D) is the Owner of all the piece and parcel of land situated at Raoli Camp, Khokri Agar, New 90 Feet Road, **Hemant Manjrekar Road, Sardar Nagar No. 4**, Sion Koliwada, Mumbai 400037, bearing Cadastral **Survey No. 17** (part) admeasuring **871.82** square meters of **Salt Pan Division** (hereinafter referred to as the **"Fourth Plot"**);
- E. As per the Property Card, the Governor of Maharashtra (U.D.& P.H.D) is the Owner of all the piece and parcel of land situated at Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 18 (part) admeasuring **753.72** square meters of **Salt Pan Division** (hereinafter referred to as the **"Fifth Plot"**);
- F. As per the Property Card the Governor of Maharashtra (U.D.& P.H.D) is the Owner of all the piece and parcel of land situated at Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 19 (part) admeasuring **2387.58** square meters of **Salt Pan Division** (hereinafter referred to as the **"Sixth Plot"**);
- G. As per the Property Card the Governor of Maharashtra (U.D.& P.H.D) is the Owner of all the piece and parcel of land situated at Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 20(part) admeasuring **7102.69** square meters of **Salt Pan Division** (hereinafter referred to as the **"Seventh Plot"**);
- H. As per the Property Card the Governor of (Bombay) Maharashtra is the Owner of all the piece and parcel of land situated at Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 21(part) admeasuring **7658.94** square meters of **Salt Pan Division** (hereinafter referred to as the **"Eighth Plot"**);
- I. As mentioned in Recitals (A), (B), (D) to (H) above, the said First Plot, the said Second Plot, the said Fourth Plot, the said Fifth Plot, the said Sixth Plot, the said Seventh Plot and the said Eighth Plot, all collectively admeasure **25481.75** square meters and are hereinafter collectively referred to as the **"First Lands"** and more particularly described **Firstly, Secondly, Fourthly, Fifthly, Sixthly, Seventhly and Eighthly** in the **First Schedule hereunder written**. The First Lands are all declared as the census slum and the slum dwellers and/or the hutment holders thereon have formed a group known as "Nirmal Nagar SRA Co-operative Housing Society Limited" (hereinafter referred to as the **"Society"**) with a view to develop the said First Lands, in accordance with the Slum Rehabilitation Act, 1971 and the relevant development control regulation/s;

As mentioned in Recital (C) above, the Third Plot admeasuring **894.63** square meters is also fully encroached by the slum dwellers and/or hutment holders and the same is also declared as census slum and is hereinafter referred to as the **"Second Land"** and is more particularly described **Thirdly** in the First Schedule hereunder written; The First Lands and the Second Land are hereinafter collectively referred to as the **"said Lands"**.

- J. The said First Lands are census slum and the same are partly owned by the State Government and partly by the Municipal Corporation of Greater Mumbai (**"MCGM"**);
- K. The Society appointed M/s. Shreenath Realtors (the **"1st Developer"**) as the developer for the lands admeasuring 20648.19 square meters being the portion of the said First Lands and in pursuance thereof the said Society signed and executed the development agreement and

- the Power of Attorney both dated 22nd December, 2000 in respect of portion of the said First Lands to and in favour of the 1st Developer upon the terms and conditions therein mentioned.
- L. The 1st Developer submitted Slum Rehabilitation Scheme on the portion of the said First Lands (“said Scheme”) to the Slum Rehabilitation Authority (“SRA”) on 29th October, 2001 and thereafter submitted various documents to the SRA as required for the said Scheme.
 - M. The Additional Collector (Enc/Demo) and Competent Authority, Mumbai City issued the Annexure-II on 05/08/2004 and the Asst. Commissioner MCGM F/N issued the Annexure II 09/08/2005 in respect of Portion of the First Lands.
 - N. The said Society vide their Advocate letter dated 23rd July, 2005 addressed to SRA unilaterally terminated the development agreement executed with the 1st Developer on 22nd December, 2000.
 - O. The Deputy Collector (Encroachments) Dharavi Department vide its letter dated 16th June, 2009 issued amended Annexure-II for the hutment standing on Portion of the said First Lands as herein above mentioned under the said Scheme.
 - P. The said Society in its General Body Meeting dated 19th July, 2009 once again passed the resolution for termination of the 1st Developer and cancellation of all the documents signed by the Society in favour of the 1st Developer.
 - Q. In spite of the said termination, the 1st Developer obtained the Annexure III on 24th August, 2009 from SRA.
 - R. The Executive Engineer (W.S) SRA issued the L.O.I. on 15th September, 2009 bearing No. SRA/ENG/661/ FN/ML/ LOI to the 1st Developer in respect of the said Scheme on the portion of the said First Lands upon certain terms and conditions therein mentioned.
 - S. In addition to the above, the SRA also issued a Provisional LOI dated 4th November, 2009 bearing No. SRA/Eng/2260/EN/STGL /LOI (hereinafter referred to as the “Provisional LOI”) in favour of Ackruti City Limited Consortium in view of the Government directive issued under the provisions of Section 3K (1) of the Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act, 1971 and which included the said Lands and the aforesaid Provisional LOI was later extended upto 8th February, 2011.
 - T. On the basis of the Provisional LOI the said Ackruti City Limited and others signed and executed the Debenture Subscription and Debenture Trust dated 1st December, 2009 in favour of IDBI Trusteeship Services Limited, wherein the Debenture Trustee therein provided with the Security being the sale component sanctioned under the said Provisional LOI issued by the SRA for entire Lands of Salt Pan Division and Sion Division which includes the said First Lands and the said Second Land as herein mentioned and/or any other document/notification issued from time to time pursuant to or in relation thereto along with the 3K (1) order dated 26th August, 2009 issued by the Government of Maharashtra upon the terms and conditions therein mentioned. The said Debenture Subscription and Debenture Trust dated 1st December, 2009 was duly registered with the Sub-Registrar of Assurance at Andheri-1 under Serial No.BDR1-11969 of 2009 on 2nd December, 2009.
 - U. In the meantime, the 1st Developer, Ackruti and others (collectively, “ACL Consortium”) executed an Indenture of Mortgage (English Mortgage) dated 19th January, 2010 duly registered with the Sub-Registrar of Assurance at Andheri-2 under Serial No.BDR4-00649 of 2010 on 19th January, 2010 in favour of IDBI Trusteeship Services Ltd. (“IDBI”) thereby mortgaging their rights in relation to the Lands referred under the 3K (1) order for the purpose of securing certain debentures and loans.
 - V. The SRA acting on the complaints in respect of the previously submitted proposal/Scheme prior to the order of 3K (1) from the Government of Maharashtra, proceeded with the scheme submitted by the 1st Developer separately and thereafter the SRA granted certain permissions etc., to the 1st Developer in connection with the said Scheme submitted by them for the development of the portion of the said First Lands.
 - W. The said Society had filed several complaints to the SRA office through its members against the 1st Developer requesting SRA to take action against the 1st developer and terminate its appointment.
 - X. Since the 1st Developer failed to comply with the direction given by the SRA and also failed to commence work, the CEO, SRA issued an order dated 25th April, 2014 thereby terminating the appointment of the 1st Developer and granted liberty to the said Society to appoint new developer for further implementation of the S.R. Scheme and further directed the Assistant Registrar, SRA to hold a General Body Meeting of the said Society as per the prescribed procedure and terms and conditions mentioned therein.
 - Y. Thereafter the said Society issued public notice on 27th April, 2014 in newspapers calling a Special General Body meeting of the members of the said Society on 4th May, 2014.

- Z. In the Special General Body Meeting held on 4th May, 2014, the members of the said Society unanimously appointed the Sejal Shakti Realtors Limited (now converted into the said Promoter) as the new developer of the said First Lands and the same was confirmed by the Assistant Registrar of Co-operative Society, Mumbai- City (SRA), Mumbai vide its letter dated 05/05/2014.
- AA. By the development agreement dated 6th May, 2014, the said Society granted the development rights of the said First Lands to and in favour of the said Promoter and the said Society also executed a power of attorney in favour of then directors of the said Promoter and further the members also executed the consent letter on the same day in favour of the said Promoter.
- BB. The 1st Developer filed an Application No.162 of 2014 on 20th May, 2014 before the High Power Committee, challenging the order dated 25/04/2014 passed by CEO, SRA.
- CC. The Registrar of Co-operative Society SRA vide his letter dated 27th June, 2014 confirmed that in the Special General Body Meeting held on 4th May, 2014 in the presence of Shri K.S. More, Officer Grade-II and Shri M.B. Gurav, the Assistant Officer, the Members of the said Society had unanimously passed the resolution to appoint the Promoter as the developer to redevelop the said First Lands under the SRA Scheme.
- DD. In the meanwhile Amazia Developers Private Limited and Rubix Trading Private Limited defaulted in making payments under the debentures and loans as mentioned herein above and the IDBI filed a Suit No. 826 of 2014 in the Bombay High Court, against the 1st Developer, Ackruti and others for recovery of the said amount and enforcement of the mortgage done by ACL Consortium (which includes Ackruti and the 1st Developer) and sought various interim and other reliefs in respect of Portion of the said First Lands. However no interim relief in the said Suit No.826 of 2014 was granted and the Suit is pending in the Hon'ble High Court against the 1st Developer.
- EE. In another matter being Summons for Judgment No.39 of 2013 in Summary Suit No. 520 of 2013, wherein IDBI had filed a suit against Ackruti (now known as Hubtown Ltd.), for enforcement of guarantee provided by Ackruti for securing the debentures issued by Amazia and Rubix under a similar structure as the issuance of debentures by Amazia and Rubix as herein above mentioned, the Hon'ble High Court vide its order dated 8th May, 2015 inter alia held that the transaction of issuance of debentures was a colorable transaction and not enforceable in law and the Hon'ble High Court refused to grant any reliefs and raised several questions as regards the transaction entered into between IDBI and others and the Summary Suit was directed to be listed under commercial causes and the same is pending against the 1st Developer.
- FF. The 1st Developer had filed a Writ Petition No. 1647 of 2015 in the High Court at Bombay seeking an appropriate writ order and direction, directing the High Power Committee to decide the application No. 162 of 2014 expeditiously. The Division Bench of the Hon'ble High Court vide its order dated 1st July, 2015 disposed off the said Writ Petition No.1647 of 2015 directing the High Power Committee to dispose of the said Application No.162 of 2014 as herein above mentioned . Thereafter the 1st Developer filed the Writ Petition no. 2152 of 2016 in the Hon'ble High Court against SRA and 7 others which is disposed on 12/6/2017 as it was withdrawn by him. The Hubtown Ltd & others filed a Writ petition No. 569 of 2016 against the SRA authorities where the Promoters were not the party to the said petition and the same has been disposed on 15/11/2021 as it was withdrawn. Hence both the W.P are disposed off.
- GG. The Finance Controller SRA on 4th August, 2015 issued the Annexure-III to the said Promoter to execute the SRA Scheme on the said First Lands.
- HH. Thereafter the High Power Committee in the aforesaid Application No.162 of 2014 passed an order dated 19th September, 2015 whereby directed the said M/s. Shreenath Realtors to join M/s. Ackruti City Limited (now known as M/s. Hubtown Limited) as Respondent;By letter bearing Ref. No. SRA/ENG/2260/FN/ STGL/LOI dated 21st September, 2015 the SRA called upon the M/s. Ackruti City Limited Consortium to make the payment of land premium;
- II. The said Society got registered on 13th October, 2015 under No. MUM/SRA/HSG/(T.C.)/12678/2015 with the Assistant Registrar of Co-operative Society, Mumbai- City (SRA), Mumbai;
- JJ. The said M/s. Ackruti City Limited Consortium failed to pay the said land premium as mentioned hereinabove and therefore the Dy. Chief Engineer SRA vide his letter dated 1st December, 2015 withdrew with immediate effect, the Provisional LOI dated 4th November, 2009.
- KK. The Executive Engineer -City SRA vide his letter dated 9th December, 2015 addressed to the Principal Secretary (Housing), Housing Department, Government of Maharashtra inter alia stated that the said M/s. Ackruti City Limited Consortium failed to show any progress under 3K (1) scheme and also failed to pay the land premium and compliances for issuance of

Annexure-III and therefore the Provisional LOI dated 4th November, 2009 was withdrawn and further it was mentioned that the said M/s. Ackruti City Limited Consortium is not interested in implementation of the said 3K (1) scheme and therefore it is recommended to cancel the Government Order issued on 16th August, 2009 and 5th May, 2012.

- LL. The said Application No.162 of 2014 got dismissed vide order dated 20th February, 2016 inter alia stating that there is no substance in the said Application.
- MM. On 18th March, 2016 the said Sejal Shakti Realtors Limited was converted from the Limited Company to the name of the Promoter as per the provision of the LLP Rules, 2009 and the Ministry of Corporate Affairs Registrar Mumbai issued the Certificate of Registration on Conversion.
- NN. The Chief Executive Officer SRA issued the LOI on 17th November, 2016 bearing No. SRA/ENG/2985/FN/ STGL & ML/ LOI to the Promoter inter alia in respect of the portion of the First Lands under the said Scheme subject to the terms and conditions therein mentioned. Pursuant to some disputes and differences that arose between Mr. Sanjay Jain and others on the one hand and the other partners of the Promoter on the other hand, such disputes were referred to Arbitration and thereafter a settlement was arrived between the parties therein and they filed the consent terms dated 18th November, 2016 before the said Arbitrator and in pursuance of the said consent terms, the Arbitrator passed an Award dated 18th November, 2016, wherein the Promoter has agreed and undertaken to comply with the obligations therein mentioned.
- OO. The Officer of the Forest Department, Mumbai Kandalvan (Mangroves) Division vide his letter dated 28th December, 2016 informed the Promoter that the said First Land is not a protected forest land.
- PP. The said Promoter by letter dated 11th January, 2017 along with the draft Supplementary Annexure-II address to the Chief Executive Officer (SRA) requested the Chief Executive Officer (SRA) to add the C.S. No.16 (part) of Salt Pan Division in the said Scheme for redevelopment as the slum of C.S. No.16 (part) cannot be developed individually due to there being no physical access, viability and reservations on that Slum pocket and further requested to process and accept the draft Supplementary Annexure-II.
- QQ. By letter bearing No. SRA/ENG/2985/FN/ STGL & ML/ LOI dated 27th February, 2017, the Deputy Chief Engineer SRA revalidated the said LOI for further period subject to the compliance of the conditions mentioned in the LOI dated 17th November, 2016.
- RR. The said Society vide its letter dated 14th April, 2017 informed to the Executive Engineer (Ward F/N) to add the C.S. No.16 (part) of Salt Pan Division in the said Scheme for redevelopment and further recorded that the slum dwellers thereon have given their consent to join the said Scheme of the said Society and accordingly requested that the C.S No.16 (pt.) be included in the said Scheme.
- SS. The Promoter vide their letter dated 17th April, 2017 requested the Executive Engineer SRA to give the permission for the amalgamation of the said Third Plot being the Second Land hereunder in the said Scheme of the said First Lands.
- TT. By a Letter dated 29th August, 2018 bearing No. TLJ/LM-MOD-41(MMK) addressed by the TATA Power Company Limited to the said Promoter it was informed that said Promoter shall not do any construction on the No construction Zone marked on the drawing attached to the aforesaid letter and shall comply with the terms and conditions mentioned in the aforesaid letter.
- UU. By a Letter dated 28th January, 2019 bearing No. TLJ/LM-MOD-41(PS)/25 addressed by the TATA Power Company Limited to the Promoters, TATA Power forwarded a plan demarcating no construction zone on the Portion of the said Lands and further recorded that the Said Promoter shall only be permitted to construct the basement parking in such no construction zone and shall not be entitled to construct any elevated projection on the ground level of such no construction zone.
- VV. The Tata High transmission line is passing over the ground level of the said Lands and the same is shown on the layout plan.
- WW. One Sion Koliwada CHS Ltd, filed an Application No. 313 of 2013 alongwith HPC-ACB (L) Complaint no. 24 of 2019 alongwith Application No.37 ,of 2019 on 29th January, 2019 before the Apex Grievance Redressal Committee inter alia challenging the LOI dated 17/11/2016 and its further revalidation and letter dated 27/2/2017 issued by the SRA in respect of C.S. No.21 (part) being Eighth Plot and for quashing and setting aside the same, in view of their contention that sanction for the sale of the land bearing C.S. 21 (part) had been granted by the then Government of Bombay vide resolution dated 17th November, 1947 and remark to that effect is also appearing in the Property Card of the aforesaid Eighth Plot. That the Order dated 25th June 2020 has been passed in the aforesaid Application in favour of Sion Koliwada CHS Ltd. The aforesaid Order dated 25th June, 2020 was challenged by the said Promoter by

Writ Petition No.1167 of 2021 before the High Court of Bombay and by the Society vide Writ Petition No. 1290 of 2021 interalia requesting to quash and set aside the said Order dated 25th June, 2020 and for other reliefs mentioned therein. Thereafter the Promoter being the Petitioner on one hand and the Sion Koliwada CHS Ltd being the Respondent No.5 amicably settled the matter and the Promoter and the Sion Koliwada CHS Ltd filed the Consent term dated 17th June, 2021 in the said Writ Petition No. 1167 of 2021. Under the Consent Terms, Sion Koliwada CHS Ltd. confirmed that they have no right, title and interest in the portion of land bearing C.S. No. 21 (part) and that all rights of Koliwada CHS Ltd. pertaining to the land bearing C.S. No. 21 (part) shall be deemed to have been expressly given up, surrendered, relinquished and/or released by Koliwada CHS Ltd. for all intents and purpose, in consideration of 12 flats along with 12 car parking spaces in the project Siddha Sky (defined hereinbelow) agreed to be allotted under the consent terms by the Promoters to the members of the Koliwada CHS Ltd. As per the Consent terms dated 17th June 2021 executed between both the parties, all claims made by the Sion Koliwada CHS Ltd. in Application No. 313 of 2013 alongwith Application No. 37 of 2019 alongwith HPCACB (L) Complaint No. 24 of 2019 before the Apex Grievance Redressal Committee and the complaint vide No. 37/B/ 2019 filed by them before the Economic Offences Wing have been given up/ withdrawn for all intents and purposes and nothing is pending. Thereafter, pursuant to an Order dated 21st June 2021 passed in Writ Petition No. 1167 of 2021 and an Order dated 12th July 2021 passed in Writ Petition No. 1290 of 2021, the aforesaid Writ Petitions were disposed of.

- XX. The Deputy Chief Engineer (SRA) issued the Revised LOI bearing No. SRA/ENG/2985/FN/STGL&ML/LOI dated 20th May, 2019 with respect to the said Lands in all admeasuring 26376.38 sq. meters under the said Scheme, subject to certain terms and conditions. Interalia few of the important conditions mentioned in the aforementioned Revised LOI bearing No. SRA/ENG/2985/FN/ STGL&ML/LOI dated 20th May, 2019 are reproduced hereinbelow as under :
- “10. The conditions if any, mentioned in certified Annexure-II issued by the Competent Authority, it shall be complied with and compliances thereof shall be submitted to the Office at appropriate stages.
11. The Developer shall rehabilitate all the additional hutment dwellers if declared eligible in future by the Competent Authority, after amending plans wherever necessary or as may be directed.
12. The Developer shall submit various NOC’s including that from MOEF as applicable from the concerned authorities in the office of Slum Rehabilitation Authority from time to time during the execution of the S.R. Scheme.
17. The Developer shall not block existing access/easement right leading to adjoining structures/users and shall make provision of adequate access to the adjoining land locked plot, if any free of cost and the same shall be shown on layout plan to be submitted for approval on terms and conditions as may be decided by Slum Rehabilitation Authority.
22. That you shall submit demarcation of 27.41 mtrs wide D.P. Road, Garden Park (ROS 1.5), Reservoir (EMS 5.1) & Reservoir+ Municipal Staff Quarter (EMS 5.1 + ER 1.1) from the concerned Dept. before asking further to Sale bldg. No.2. You shall also submit the Plot the boundary demarcation from the Competent Authority before asking for the further CC to Sale building No.2 in the layout.
26. That the NOC from MMRDA shall be submitted for the Monorail Project before asking for further CC Sale Building No.2 in the S.R. Scheme.
29. That you shall submit NOC from High Rise Committee before granting further CC above 120.00 Mt. to the Sale Building in the S.R. Scheme under reference.
38. That you shall submit revised civil aviation NOC before F.C.C. above height 120.54 Mt. to Sale building under reference.
40. That you shall submit layout approval before F.C.C. to Sale building in the S.R. Scheme under reference.
41. That you shall submit final NOC from TATA Power Line Company for specifically area affecting under basement for parking purpose before granting further C.C. to the Sale building in the S.R. Scheme under reference.”
- YY. The Executive Engineer, SRA on 22th May, 2019 issued the I.O.A. bearing SRA/ ENG/ F-N/ STGOVT/ 0064/ 20140719/ AP/RB-1 and sanctioned the plan for Rehab Building -1 to be constructed on the said Lands in favour of the Promoter, subject to certain terms and conditions therein mentioned.
- ZZ. The Executive Engineer, SRA on 22th May, 2019 issued the Commencement Certificate bearing Nos. F-N/STGOVT/0064/20140719/ AP/RB-1 in favour of the said Promoter for Rehab Building No. 1 upto Top of Plinth (Including Basements) to be constructed on the said Lands, subject to certain terms and conditions there in mentioned.

- AAA. The Executive Engineer, SRA on 22th May, 2019 issued the I.O.A. bearing SRA/ ENG/ F-N/ STGOVT/ 0064/ 20140719/ AP/ SB-2 and sanctioned the plan for Sale Building -2 to be constructed on the said Lands in favour of the Promoters, subject to certain terms and conditions therein mentioned.
- BBB. The Executive Engineer, SRA on 22th May, 2019 issued the Commencement Certificate bearing Nos. F-N/STGOVT/0064/ 20140719/ AP/SB-2 in favour of the Promoters for Sale Building No. 2 upto Top of Plinth (Including Basements) to be constructed on the said Lands, subject to certain terms and conditions therein mentioned.
- CCC. The Executive Engineer, SRA on 21st September, 2020 issued amended IOA plan vide letter bearing SRA/ ENG/ F-N/ STGOVT/ 0064/ 20140719/ AB/SD-2 and sanctioned the plan for sale Building No.2 to be constructed on the said Lands in favour of the Promoter subject to certain terms and conditions therein mentioned.
- DDD. The Executive Engineer, SRA on 21st September, 2020 issued the amended Commencement Certificate bearing Nos. F-N/STGOVT/ 0064/ 20140719/AP/SB-2 in favour of the Promoters for Sale Building No. 2 upto Top of Plinth (Including Basements) to be constructed on the said Lands, subject to certain terms and conditions therein mentioned.
- EEE. The Executive Engineer-V, SRA on 16th November, 2021 approved the amended Plan and granted the Commencement Certificate for the Sale Building No. 2 upto the top of plinth.
- FFF. In the circumstances herein above and in view of the permissions, approvals etc., accorded by the SRA and other concerned Authorities and subject to the terms and conditions to be complied with by the Promoter under various sanctions, permissions, approvals, letters, LOI, Revised LOI etc., in respect of development/ redevelopment of the said Lands, the Promoter is entitled to develop the said Lands by constructing thereon the Rehab Building/s having three Wings "A", "B" and "C" and Sale Building No. 2 being the Sale Building/s having three Towers being Residential Tower No.1 consisting of Two Wings i.e Wing no. 1A & Wing no. 1B , Residential cum Commercial Tower No.2 consisting of Two Wings i.e Wing no. 2A & Wing no. 2B and Residential Tower No.3 along with the common amenities as herein mentioned and the aforementioned will be constructed in five Phases (or more phases) and will be constructed in phase wise manner in accordance with and subject to the permissions granted by the SRA and other concerned Authorities to the Promoter and further subject to such other and further permissions that may have to be obtained by the Promoter from the SRA and other concerned Authorities as and when required.
- GGG. In the circumstances herein above, the Promoter is well and sufficiently entitled to develop/ redevelop the said Lands by constructing thereon the Rehab and Sale Buildings.
- HHH. The Promoter has informed the Purchaser/s and the Purchaser/s is/are fully aware and/ or have made themselves fully aware that the Promoter will develop/ redevelop the said Lands by constructing multistoried building/s and other structures thereon (as may from time to time be permitted to be constructed) in a phased manner as per the sanctioned and/ or revised amended plans with such modifications including the layout of the Towers and amenities thereto as the Promoter may from time to time determine and as may be approved by the concerned local bodies and authorities and the phases of such phasewise development will be determined by the Promoter at their own discretion. It is specifically informed to the Purchaser/s that in case if any change is required to be done for relocating the towers/buildings or the amenities in any Phase as required by the Promoter or any other concerned authorities, the Purchaser/s hereby give his/her/their irrevocable consent to the Promoter and further Purchaser/s hereby undertakes that under no ground or circumstances whatsoever he/she/they will take any objection for the same.
- III. The Promoter hereby represents that as per the sanctioned plans, the Promoter is constructing the following Sale Buildings on the said Lands having the following user:
- i. Tower No. 1 (consisting of Two Wings i.e. Wing no. 1A- (which would comprise of 2 levels of Basement + Ground floor + 1st floor to 39th upper floors or such more floors if more FSI/ Additional FSI/ more development potential is generated from the said Lands or even otherwise as permitted by law and Wing no. 1B (which would comprise of 2 levels of Basement + 1 Ground floor+ 1st floor to 39th upper floors or such more floors if more FSI/ Additional FSI/ more development potential is generated from the said Lands or even otherwise as permitted by law)) having 'Residential User';
 - ii. Tower No. 3 having 'Residential User' which would comprise of 2 levels of Basement + 1 Ground floor + 1st floor to 39th upper floors or such more floors if more FSI/ Additional FSI/ more development potential is generated from the said Lands or even otherwise as permitted by law; and
 - iii. Tower No. 2 (consisting of Two Wings i.e. Wing no. - 2A (which would comprise of 2 levels of Basement + Ground floor (Shops & Parkings) + 1st floor (Shops & Parkings) + 2nd floor (Shops & Parkings) + 3rd to 39th upper floors or such more floors if more FSI/ Additional FSI/ more development potential is generated from the said Lands or even

- otherwise as permitted by law) & Wing no. 2B (which would comprise of 2 levels of Basement + Ground floor (Shops & Parkings) + 1st floor (Shops & Parkings) + 2nd floor (Shops & Parkings) + 3rd to 39th upper floors or such more floors if more FSI/ Additional FSI/ more development potential is generated from the said Lands or even otherwise as permitted by law)). The 3rd to 39th upper floors to be constructed (or such more floors if more FSI/ Additional FSI/ more development potential is generated from the said Lands or even otherwise as permitted by law) comprised in both the wings of Tower No. 2 i.e. Wing no. 2A and Wing no. 2B have 'Residential User'. The shops/ commercial premises to be constructed on the Ground Floor, 1st Floor and the 2nd Floor comprised in both the wings of Tower No. 2 i.e. Wing no. 2A and Wing no. 2B have 'Commercial User'.
- The basements and podiums for all the 3 Towers namely Tower No. 1, Tower No. 2 and the Tower No. 3 will be common.
- iv. The Tower No. 1, the Tower No. 3 , and the part of Tower No. 2 (i.e. the 3rd to 39th upper floors (or such more floors if more FSI/ Additional FSI/ more development potential is generated from the said Lands or even otherwise as permitted by law) comprised in both the wings of Tower No. 2 i.e. Wing no. 2A and Wing no. 2B having 'Residential User' will be and is hereinafter collectively known as "**Siddha Sky**".
- v. The Part of Tower No. 2 (i.e. the shops/ commercial premises to be constructed on the Ground Floor, 1st Floor and the 2nd Floor comprised in both the wings of Tower No. 2 i.e. Wing no. 2A and Wing no. 2B having 'Commercial User' will be and is hereinafter collectively known as "**Siddha Magna**".
- JJJ. The aforementioned towers (proposed to be constructed on the said Lands) namely Tower No. 1 (together with the wings comprised therein as mentioned hereinabove), Tower No. 3 (together with the wing/s comprised therein as mentioned hereinabove) and the Tower No. 2 (together with the wings comprised therein as mentioned hereinabove), are hereinafter all collectively referred to as the "**Sale Buildings**"). The Sale Buildings will be constructed in a phased wise manner in five phases or such more phases as may be desired by the Promoter at the Promoter's sole discretion by utilizing the FSI generated out of the said Lands in terms of the said Revised L.O.I and further revalidated L.O.I. as and when issued and also by consuming such other FSI/ development potential as is allowed to be utilized and loaded on the said Lands by the authority/ies. The salient features of the Scheme approved by the SRA as per the said Revised LOI is for utilizing the FSI of the said Lands as therein mentioned. The Sale Buildings to be constructed by the Promoter on the said Lands shall have the common amenities for all the purchasers of flats/ premises/ units/ shops etc. in the said Project as herein mentioned which will be constructed in accordance with the sanctioned plans and/or further amended plans as may be approved by the SRA from time to time. The said Lands are affected by some reservations as shown in the layout plan/s as sanctioned by the concerned authorities and the development of the said Lands is thus been carried out in accordance with the sanctioned plan and subject to the aforementioned reservations.
- KKK. The Promoter, as required under law have appointed an Architect DOT Architect , Mr. Manoj Vishwakarma, registered with the Council of Architects and has also appointed J.W.Consultant LLP, Pune as the Structural Engineers for preparing structural designs, drawings and specifications of the rehab and sale buildings under the said SRA Scheme to be constructed on the said Lands and the Purchaser/s herein accept the professional supervision of the said Architect and the said Structural Engineer till the completion of the Sale Buildings and the completion of the construction thereof under the said SRA Scheme unless otherwise changed.
- LLL. A copy of Certificate of Title issued by **VIMLA & Co.**, the Advocates & Solicitors, on 17th September, 2019 showing the nature of title of the Promoter to the said Lands is annexed hereto as '**Annexure - 6**'
- MMM. The copies of the following documents are attached hereto as **Annexure Nos. "1" to "11"**:
- (i) Revised LOI dated 20th May, 2019 being **Annexure-1**.
 - (ii) I.O.A dated 22nd May, 2019 being **Annexure-2**.
 - (iii) Commencement Certificate dated 22nd May, 2019 being **Annexure-3**.
 - (iv) Layout of the said Lands showing the demarcation of the SubPlots and also the portion of Lands on which Sale Buildings consisting of Tower Nos. 1 to 3 to be constructed and also the Tata High Transmission Line and other right of ways passing over the ground level and/or through the said Lands being **Annexure-4**.
 - (v) Property Cards in respect of the said Lands being **Annexure-5-collectively**.
 - (vi) Title certificate of Vimla & Co., Advocates & Solicitors being **Annexure-6**.
 - (vii) Letter of SRA dated 21st September, 2020, amending the Plan being **Annexure-7**.
 - (viii) Amended Commencement Certificate dated 21st September, 2020 being **Annexure-8**.

- (ix) Letter dated 16th November, 2021 along with the Commencement Certificate issued by the Executive Engineer-V SRA is annexed hereto and marked as **Annexure-9- colly**.
- (x) The details of the parkings, floors, refuge area and the common amenities for the purchasers of flats/ units in each tower comprised in the Sale Buildings is annexed and marked in **Annexure- 10** hereto.
- (xi) The copy of the RERA registration certificate is hereto annexed and marked as **Annexures-11A, 11B, 11C and 11D**.
- (xii) The master layout plan of the said Project (defined hereinbelow) is annexed hereto as **Annexure - 12**.
- (xiii) The building plans of the Sale Buildings is annexed hereto as **Annexure - 13 (Colly)** and
- (xiv) The floor plan/s of the said Premises (defined hereinbelow) is annexed hereto as **Annexure - 14**.

NNN. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the nature of the title of the Promoter to the said Lands and the right and entitlement of the Promoter to construct interalia the Sale Buildings on the said Lands, and the Purchaser/s shall not be entitled to further investigate the nature of the title of the Promoter to the said Lands and the right and entitlement of the Promoter to construct interalia the Sale Buildings on the said Lands or raise any requisition or objection relating to the same.

OOO. While sanctioning the said plans, SRA and/or MMRDA and/or any other Authority and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said Lands and upon due observance and performance of which, only the Occupation and the Building Completion Certificate/s in respect of the Sale Building/s shall be granted by the Slum Rehabilitation Authority.

PPP. The said Lands are earmarked for the purpose of constructing a residential cum commercial project comprising multistoried buildings and car parking spaces. The Sale Buildings (including Siddha Sky and Siddha Magna) together with interalia the common areas, parkings etc., are all collectively referred to as the "said Project". The said Project shall be constructed/ developed in a phased wise manner in five phases (or more phases at the Promoter's sole discretion) and each such phase to be constructed by the Promoter is separately registered/ will be registered as an independent Real Estate Project under provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as the "said Act") with the Maharashtra Real Estate Regulatory Authority ("RERA") under diverse registration numbers. The details pertaining to the Phase - 1 and Phase - 2 are mentioned in the table hereinbelow:

Phase - 1

Name	RERA Registration Number	Buildings/ Wings Covered and User	Completion Date
Siddha Sky Phase 1	P51900021027	Wing No. 1A of Tower 1	31/12/2025

Phase - 2

Name	RERA Registration Number	Buildings/ Wings Covered and User	Completion Date
Siddha Sky Phase 2	P51900021040	Wing No. 1B of Tower 1	31/12/2026

Phase - 3

Name	RERA Registration Number	Buildings/ Wings Covered and User	Completion Date
Siddha Sky Phase 3	P51900021044	Wing No. 2B of Tower 2	31/12/2026

Phase - 4 and Phase - 5 of the said Project will be registered by the Promoter with RERA subsequently in future.

QQQ. The Purchaser/s has/have taken the inspection of all the aforementioned and further, the relevant details relating to the said Project undertaken by the Promoter as herein above mentioned are also displayed on the website of RERA and the Purchaser/s has/have also demanded from the Promoter and the Promoter have given inspection to the Purchaser/s of all the documents of title relating to the said Lands, approvals of the buildings, names of the contractors, architects, structural engineers etc., plans, designs and specifications prepared in respect of the said Sale Building/s and of such other documents as are specified under the said Act and the Rules made there under.

RRR. After taking inspection as aforesaid and after satisfying himself/herself and/or themselves with the nature of the title of the Promoter and the right of the Promoter to carry out

- development/ redevelopment of the said Lands, the Purchaser/s has/have agreed to acquire from the Promoter on ownership basis, in accordance with the terms and conditions of this Agreement, the said Premises (as hereinafter defined) with full notice of and on the basis of the terms, conditions and provisions contained in the LOI, Revised LOI, I.O.A., Amended I.O.A., documents, papers, plans and/or amended plans, orders, permissions, approvals, schemes, etc. referred to hereinabove and subject to the terms and conditions hereinafter appearing.
- SSS. The Promoter is entitled to sell and/or transfer the said Premises (as hereinafter defined) to the Purchaser/s in view of this Agreement and the Promoter is entitled to realize and appropriate the sale proceeds and/or any part thereof in respect thereof.
- TTT. The Promoter has represented to the Purchaser/s that the FSI generated for development/ redevelopment of the said Lands is recorded in LOI dated 20th May, 2019 and pursuant thereto IOA dated 22nd May 2019 and Amended IOA dated 21st September 2020, Amended plans dated 16th November 2021. The Promoter has further represented and informed the Purchaser/s that the additional F.S.I, fungible F.S.I or any other F.S.I/ development potential which will be generated from the said Lands (available now and also generated in future) shall be consumed by the Promoter for the construction of the additional floors on any of the Sale Buildings.
- UUU. After the construction of Sale Buildings as herein mentioned by utilizing the FSI/ development potential of the said Project if there is further potential to utilize further FSI/ development potential of the said Lands as may be granted/sanctioned by the SRA/ any authority on the said Project ("**Balance FSI**"/ "**Additional FSI**"), then, the Promoter shall utilize the Balance FSI/ Additional FSI for further constructions on the said Lands or on the completed Sale Buildings or under construction buildings comprised in the Sale Buildings etc. for construction of the additional floors as may be permitted by the SRA/ concerned authorities, in accordance with law at the sole discretion of the Promoter. The further Balance FSI of the said Lands as and when granted/sanctioned shall be retained by the Promoter and shall be utilized on the said Lands at the sole discretion of the Promoter by constructing the additional floors in the Sale Buildings or by construction of further structures/ buildings on the said Lands.
- VVV. The Promoter has informed the Purchaser/s that they are intending to construct Rooftop Skywalk being jogging loop, i.e., connecting all the Sale Buildings being Tower Nos. 1 to 3 on the terrace level of each Tower and the Promoter may at any time shall and will at their own discretion either join the Rooftop Skywalk being jogging loop of the Tower Nos. 1 to 3 or may amend the same and do separate for each such Phase or Tower. However, construction of such rooftop Skywalk shall be (subject of approvals and sanctions) from the SRA, Municipal Corporation of Greater Mumbai (MCGM), MMRDA, High Rise Committee, Ministry of Environment and Forest (MOEF) and other concerned Authorities. The Promoter may at its sole discretion choose to not construct the aforementioned Rooftop Skywalk at all. The Purchaser/s are aware that the Promoter may not construct the Rooftop Skywalk or any separate Skywalk at all and the Purchaser/s have agreed and confirmed with the Promoter that the Purchaser/s shall not raise any objection nor shall the Purchaser/s demand any compensation from the Promoter if the Promoter decides to not construct the aforementioned Rooftop Skywalk or any separate Skywalk at all. The Purchaser/s is/are fully aware of the aforesaid facts and with full knowledge of the same, the Purchaser/s has/have agreed to purchase the Premises in the said Project.
- WWW. The Common Amenities for the purchasers of the units in the Sale Buildings shall be common for all purchasers of the Sale Buildings and shall be for the benefit of all. However, the Common Amenities except the car parking space as specifically allotted shall not be available for the use of purchasers of the shops/commercial units in Siddha Magna. The Purchaser/s of the said Project (save and except the purchasers of Siddha Magna) shall enjoy the said Common Amenities as defined and mentioned in the Annexure -10 only upon handing over the possession of the said Premises to the Purchaser/s provided however that the entire said Project is completed as herein mentioned.
- XXX. The Purchaser/s being fully satisfied in respect of the nature of the title of the Promoter to the said Lands including the rights of the Promoter to develop/ redevelop the said Lands and further the right of the Promoter to construct the residential part of the Sale Buildings known as Siddha Sky, has/have approached the Promoter and applied for purchase of Premises/ Flat (defined hereinbelow) For the purposes of this Agreement (i)"**Carpet Area**" means the net usable floor area of Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Flat and (ii) "**Exclusive Areas**" means exclusive balcony appurtenant

to the said Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser/s.

- YYY. Under Section 13 of the said Act, the Promoter is required to execute a written Agreement for Sale in respect of the said Premises/ Flat with the Purchaser/s being in fact this Agreement and also to register this Agreement.
- ZZZ. The Promoter has represented to the Purchaser/s that the Promoter may at its sole discretion construct common amenities including club house, swimming pool, gymnasium, sky walk, etc. more particularly shown in the layout plan and the same are set out in the Annexure- 4 hereto. The Parking facilities being the amenities in the Tower No.2 (defined herein below) that may be usable by the purchasers of the commercial Shops/ Show Room/Offices in the Tower No. 2 in Wing no. 2A and Wing no. 2B along with the other purchasers of the residential premises within the said Tower No.2 on a non-exclusive basis in said Project and the common areas, in the said Project including that may be usable by all the Purchaser/s alongwith the other purchasers in the said Project on a non-exclusive basis are interalia set out in the Annexure - 10 (Common Tower Amenities).
- AAAA. The Common Tower Amenities set out in Annexure- 10 in the said Project included Amenities, shall hereinafter be collectively referred to as the “**Common Amenities**”.
- BBBB. The Purchaser/s has/have entered into this Agreement with full knowledge of all the above mentioned Recitals, terms, conditions, representations, covenants contained in this Agreement and also all the documents, undertakings, papers, plans, orders, schemes, etc., recited and referred to above.
- CCCC. Relying upon the declarations, representations and warranties of the Purchaser/s mentioned herein, the Promoter has agreed to sell to the Purchaser/s, the Premises (defined hereinbelow) at the lump sum price of Rs 1,24,00,000.00/- (**Rupees: One Crore Twenty Four Lakh Only**) subject to deducting the applicable TDS and TDS certificate on each such installment to be handed over to the Promoter by the Purchaser/s.

NOW THIS AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

- All the Recitals mentioned hereinabove shall form an integral part of this Agreement as if the same are incorporated herein verbatim in the operative part hereof and the same are to be interpreted and construed and read accordingly.
- The Purchaser/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s, the following flat/premises (hereinafter referred to as “Premises” or “Flat”) as shown on the floor plan annexed as Annexure ‘(14)’ for the total lump sum consideration of Rs. 1,24,00,000.00 (**Rupees: One Crore Twenty Four Lakh Only**) subject to deducting applicable TDS (“Total Consideration”) including Rs. **1,24,000.00 (Rupees: One Lakh Twenty Four Thousand Only)** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature extent and description of the limited common areas and facilities are more particularly described in the Second Schedule annexed herewith.

Details of Premises/ Flat	
Phase	Siddha Sky Phase 3
Tower No.	2B
Floor no.	30th
Flat No. / Premises No.	SSW/T2B/3007
RERA Carpet Area	615.00 square feet equivalent to 57.1354 square meters (excluding the balcony)
Area of balcony appurtenant to the Flat / Premises (in addition to the RERA Carpet Area)	29.00 square feet equivalent to 2.6942 square meters
Number of Car Parking Spaces	1

- It is hereby agreed by the Purchaser/s that the car parking space/s if agreed to be allotted by the Promoter to the Purchaser/s shall be allotted and identified only after the Total Consideration and all other amounts payable under this Agreement by the Purchaser/s are paid by the Purchaser/s to the Promoter. The Purchaser/s shall not object, dispute or argue with the Promoter on such allotment and identification of the car parking space/s.
- The Total Consideration for the Flat as hereinabove mentioned shall be paid by the Purchaser/s to the Promoter in the following manner, in addition to the applicable Goods and Service Taxes or any other indirect taxes as may be applicable, after deducting the applicable tax deductible at source (if any) which shall be deposited by the Purchaser/s in the government treasury and

the Purchaser shall provide the challan of the same to the Promoter immediately upon such deduction and shall also provide the TDS certificate to the Promoter as soon as the same is available:

Payment Plan	
Particulars	Amount Due In %
On Booking	10.00 %
Within 30 days of Booking	10.00 %
On Completion of Upper Basement	10.00 %
On Completion of 4th Floor Roof Slab	5.00 %
On Completion of 9th Floor Roof Slab	5.00 %
On Completion of 14th Floor Roof Slab	5.00 %
On Completion of 19th Floor Roof Slab	5.00 %
On Completion of 24th Floor Roof Slab	5.00 %
On Completion of 29th Floor Roof Slab	5.00 %
On Completion of 34th Floor Roof Slab	5.00 %
On Completion of Top Slab	5.00 %
On Commencement of Tiling & Flooring	10.00 %
On Commencement of External Finishing	10.00 %
On Commencement Of Lift Work	5.00 %
On Fit Out And Possession	5.00 %
Total	100%

5. The Purchaser/s shall at the time of delivery of possession of the said Premises shall pay to the Promoter the following amounts togetherwith the applicable GST and all other taxes thereon:-
- (i) Rs. **25000.00 (Rupees: Twenty Five Thousand only)**) being agreed amount towards the legal charges;
 - (ii) Rs. **620.00 (Rupees: Six Hundred Twenty only)**) towards share application money and admission fees of the Society ;
 - (iii) Rs. **10000.00 (Rupees: Ten Thousand only)**) towards the formation & registration of the Society;
 - (iv) Rs. **10000.00 (Rupees: Ten Thousand only)**) for water meter, electric meter, towards costs of electric sub-station, cables, sewage connection;
 - (v) Rs. **165000.00 (Rupees: One Lakh Sixty Five Thousand only)**) towards development charges and betterment charges;
 - (vi) Rs. **165000.00 (Rupees: One Lakh Sixty Five Thousand only)**) towards Club Charges
 - (vii) Rs. **32200.00 (Rupees: Thirty Two Thousand Two Hundred only)**) towards Corpus fund;
 - (viii) Rs. **1,15,920.00 (Rupees: One Lakh Fifteen Thousand Nine Hundred Twenty only)**) towards advance maintenance charges for period of 18 months @10/- PSF on Total Carpet Area;
- Total of Rs. **5,23,740.00 (Rupees: Five Lakh Twenty Three Thousand Seven Hundred Forty only)**).

6. The Promoter hereby represents that as per the sanctioned plans, the Promoter is constructing the following Sale Buildings on the said Lands having the following user:
- (i). Tower No. 1 (consisting of Two Wings i.e. Wing no.1A (which would comprise of 2 levels of Basement + Ground floor + 1st floor to 39th upper floors or such more floors if more FSI/ Additional FSI/ more development potential is generated from the said Lands or even otherwise as permitted by law and Wing no.- 1B (which would comprise of 2 levels of Basement + Ground floor + 1st floor to 39th upper floors or such more floors if more FSI/ Additional FSI/ more development potential is generated from the said Lands or even otherwise as permitted by law)) having ‘Residential User’;
 - (ii). Tower No. 3 having ‘Residential User’ which would comprise of 2 levels of Basement + Ground floor + 1st floor to 39th upper floors or such more floors if more FSI/ Additional FSI/ more development potential is generated from the said Lands or even otherwise as permitted by law; and
 - (iii). Tower No. 2 (consisting of Two Wings i.e. Wing no. 2A (which would comprise of 2 levels of Basement + Ground floor (Shops & Parkings) + 1st floor (Shops & Parkings) + 2nd floor (Shops & Parkings) + 3rd to 39th upper floors or such more floors if more FSI/ Additional

FSI/ more development potential is generated from the said Lands or even otherwise as permitted by law) & Wing no. 2B (which would comprise of 2 levels of Basement + Ground floor (Shops & Parkings) + 1st floor (Shops & Parkings) + 2nd floor (Shops & Parkings) + 3rd to 39th upper floors or such more floors if more FSI/ Additional FSI/ more development potential is generated from the said Lands or even otherwise as permitted by law)). The 3rd to 39th upper floors to be constructed (or such more floors if more FSI/ Additional FSI/ more development potential is generated from the said Lands or even otherwise as permitted by law) comprised in both the wings of Tower No. 2 i.e. Wing no. 2A and Wing no. 2B have 'Residential User'. The shops/ commercial premises to be constructed on the Ground Floor, 1st Floor and the 2nd Floor comprised in both the wings of Tower No. 2 i.e. Wing - 2 A and Wing - 2B have 'Commercial User'.

- (iv). The basements and podiums for all the 3 Towers namely Tower No. 1, Tower No. 2 and the Tower No. 3 will be common.

The Tower No. 1, the Tower No. 3 and the part of Tower No. 2 (i.e. the 3rd to 39th upper floors (or such more floors if more FSI/ Additional FSI/ more development potential is generated from the said Lands or even otherwise as permitted by law) comprised in both the wings of Tower No. 2 i.e. Wing no. 2A and Wing no. 2B having 'Residential User' will be and is hereinafter collectively known as "**Siddha Sky**".

The Part of Tower No. 2 (i.e. the shops/ commercial premises to be constructed on the Ground Floor, 1st Floor and the 2nd Floor comprised in both the wings of Tower No. 2 i.e. Wing no. 2A and Wing no. 2B) having 'Commercial User' will be and is hereinafter collectively known as "**Siddha Magna**".

The aforementioned towers (proposed to be constructed on the said Lands) namely Tower No. 1 (together with the wings comprised therein as mentioned hereinabove), Tower No. 3 (together with the wing/s comprised therein as mentioned hereinabove) and the Tower No. 2 (together with the wings comprised therein as mentioned hereinabove), are hereinafter all collectively referred to as the "**Sale Buildings**"). The Sale Buildings will be constructed in a phased wise manner in five phases or such more phases as may be desired by the Promoter at the Promoter's sole discretion, by utilizing the FSI generated out of the said Lands in terms of the said Revised L.O.I and further revalidated L.O.I. as and when issued and also by consuming such other FSI/ development potential as is allowed to be utilized and loaded on the said Lands by the authority/ies. The salient features of the Scheme approved by the SRA as per the said Revised LOI is for utilizing the FSI of the said Lands as therein mentioned. The Sale Buildings to be constructed by the Promoter on the said Lands shall have the common amenities for all the purchasers of flats/ premises/ units/ shops etc. in the said Project as herein mentioned which will be constructed in accordance with the sanctioned plans and/or further amended plans as may be approved by the SRA from time to time. The said Lands are affected by some reservations as shown in the layout plan/s as sanctioned by the concerned authorities and the development of the said Lands is thus been carried out in accordance with the sanctioned plan and subject to the aforementioned reservations. The Promoter shall be entitled, at its sole discretion, to make alterations, modifications and revisions in the different Phases mentioned hereinabove (as per the plan/s sanctioned and revised, altered and modified from time to time) and the Promoter shall also be entitled to make changes and modifications in the buildings/ wings/ structures/ floors etc. (including the quantum of constructions) proposed to be constructed in each of the above mentioned phases. The Purchaser/s hereby gives his/ her/ their/ its irrevocable consent to all of the aforesaid and shall not object to the same nor create any hindrance or obstruction in that regard.

7. It is hereby agreed by and between the Parties hereto that the Promoter shall be entitled to make variations or amendments or modifications or revisions in the said layout plan and building/s plans of the Sale Buildings as it may deem fit. The Promoter will not be required to take any consent from the Purchaser/s for utilizing the FSI/ Additional FSI or development potential already generated or to be generated in future provided that the same does not adversely affect the said Premises/ Flat agreed to be purchased by the Purchaser/s. As part of such variations, amendments, modifications or revisions in the layout and/or in building plans, the Promoter may change the location of the wing/ building/ tower in which the said Premises is located or any one or more of the Sale Buildings and the Promoter may also construct additional areas by constructing additional wings/ buildings and/or additional floors to one or more of the said building/s and may also construct further buildings on the said Lands as may be approved by the concerned authorities. The Purchaser/s hereby expressly gives his/ her/ its consent/s to the Promoter for making variations or amendments or modifications or revisions in the said layout and building/s/ wing/s plans as it may deem fit, so long as the same does not adversely affect the said Premises. The Promoter shall not be required to take any further permission/consent of the Purchaser/s for the same. The consent hereinabove given by the

Purchaser/s shall be considered as the Purchaser/s' consent contemplated by Section 14(2) of the said Act and also other provisions of the said Act.

8. The Sale Buildings to be constructed by the Promoter on the said Lands shall have the common amenities as herein mentioned which will be constructed in accordance with the sanctioned plans and/or further amended plans as may be approved by the SRA from time to time in phase wise manner. The said Lands are affected by some reservations as shown in the layout plan/s as sanctioned by the concerned authorities and the development of the said Lands is thus been carried out in accordance with the sanctioned plan and subject to the aforementioned reservations. The Promoter may at its sole discretion choose to not construct the aforementioned Rooftop Skywalk at all. The Purchaser/s are aware that the Promoter may not construct the Rooftop Skywalk or any separate Skywalk at all and the Purchaser/s have agreed and hereby confirm with the Promoter that the Purchaser/s shall not raise any objection nor shall the Purchaser/s demand any compensation from the Promoter if the Promoter decides to not construct the aforementioned Rooftop Skywalk or any separate Skywalk at all.
9. The Purchaser/s declares that:
 - i. prior to the execution of this Agreement, the Purchaser/s has/have taken inspection of all documents and has/have satisfied himself/herself/themselves fully in respect of the nature of Promoter's Title to the said Lands and the Purchaser/s has also inspected the said Lands and the Premises. The Promoter has also informed to the Purchaser/s that the high transmission power lines are passing over the ground level through the said Lands and that to complete the said Project, the Promoter shall move the high transmission line as and when required and have further informed that all the common amenities will be handed over to the Apex Body upon the completion of the entire said Project as herein mentioned and the Purchaser/s do and each of them/doth hereby accept the same and agree/s not to raise any requisition or objection/s relating thereto at any stage.
 - ii. the Purchaser/s has/have read and understood and is fully aware of the terms and conditions of the said LOI, Revised L.O.I, I.O.A./ Amended I.O.A. C.C. etc., the Promoters' rights, liabilities there under and in respect of the said Lands and the Sale Buildings and also in respect of the rights reserved for the common areas and facilities in the said Sale Buildings, which shall absolutely belong to the Promoter and neither the Purchaser/s nor his/her/their nominees/assignees and neither the Society/Organization/ Apex Body of all the societies of the Sale Buildings nor the purchaser/s of flats/ units in the Sale Buildings, shall have any right, title, interest and claim therein and the Purchaser/s hereby accord his/her/their express "No Objection" thereto and further hereby agree/s to accept the said terms and conditions unconditionally and absolutely and further that the Promoter has agreed to sell and transfer the said Premises to the Purchaser/s, expressly relying on the assurance and declaration of the Purchaser/s to that effect and as hereinabove mentioned.
 - iii. the Purchaser/s shall have right, title and interest in respect of the said Premises/units only and the Purchaser/s shall have no right, title or interest in respect of any other areas, flats/ units, buildings, said Lands etc. in any manner whatsoever.

The Promoter is undertaking the development of the said Lands in a phase wise manner as mentioned in Recitals herein above.
10. The time for payment of each of the installments/ payments/ deposits to be made by the Purchaser/s under this Agreement, is the essence of the contract and the Purchaser/s shall be liable to pay to the Promoter, interest at the Inter-est Rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum thereon in terms of this Agreement on all amounts due and payable by the Purchaser/s under this Agreement, if any amount remains unpaid for a peri-od of seven (7) days or more after becoming due in terms aforesaid and hereunder.
11. In case of the dishonor of any cheque, issued by the Purchaser/s or any of the Purchaser/s, pursuant to this Agreement, for any reason whatsoever including 'insufficient funds', 'stop payment' or 'account closed' the cheque bouncing charges shall be minimum of Rs.1,000/- (Rupees One Thousand Only) per instance, which shall be payable by the Purchaser/s, who issued the cheque in question. The Purchaser/s must also ensure payments of the amount of the cheque in question and the cheque bouncing charges within 15(fifteen) days from the date of the dishonor of the cheque, failing which such cheque dishonoring charges of Rs.1,000/- shall increase to Rs.2,000/- (Rupees Two Thousand Only).
12. The Purchaser/s hereby undertake(s) to pay the amount of the Goods and Services Tax (GST) applicable on the amount of Total Consideration and also on all other amounts/ charges etc. mentioned in this Agreement, along with each installment from the effective date and further the Purchaser/s shall not dispute or object to the payment of such statutory dues. The Purchaser/s agrees and confirms that the liability to bear and pay the applicable GST on the amount of Total Consideration and also on all other amounts/ charges etc. mentioned in this

Agreement shall be of the Purchaser/s alone. The Promoter shall not be bound to accept the payment of any installment payable under this Agreement unless the same is paid alongwith the amount of GST applicable thereon and the Purchaser/s shall be deemed to have committed default in payment of amount/s due to the Promoter hereunder, if such payment is not accompanied with the applicable GST amount and/or any other taxes levied thereon etc., Provided further that, if on account of change/ amendment in the present statute or laws, statutes, rules, regulations and policies or enactments of new legislation or new laws by the Central and/or State Government, if any other taxes become payable hereafter on the Total Consideration and other amounts payable by the Purchaser/s to the Promoter in respect of the transaction mentioned in this Agreement, then the same shall be borne and paid by the Purchaser/s alone. Further, if the aforesaid taxes levied are increased on account of revision by the Authorities, the Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Promoter shall not be liable to pay the same in any manner whatsoever. The liability to bear and pay all taxes, cesses, levies etc. by whatever name called (payable on the Total Consideration and all other amounts payable under this Agreement), shall be that of the Purchaser/s alone.

13. The Purchaser/s agree/s and undertake/s to pay all the amounts payable under this Agreement within Seven (7) days from the date of Promoter intimating to the Purchaser/s that the amount is due and payable and the Purchaser/s shall without any objections or requisitions as regards to the payment of the amount payable as per the intimation, make due payment of the same and further the Promoter is not bound to give any further notice/intimation as a reminder and further the absence of any such reminder shall not be deemed as an excuse for non payments of any amounts on the due dates.
14. Without prejudice to the rights of the Promoter to receive interest at the Interest Rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum thereon on all the amounts due under this Agreement, on the delayed payments, if the Purchaser/s commits default : (a) in payment of any of the installments aforesaid on their respective due dates (including nonpayment of GST etc., levied under the relevant statutes) (time being the essence of the contract), and/or (b) in observing and performing any of the terms and conditions of this Agreement and if the default continues or is not remedied to the satisfaction of the Promoter **on any three instances**, inspite of 15 (fifteen) days' notice being sent by the Promoter to the Purchaser/s (prior to the Purchaser/s taking possession of the said Premises) or if any one default of the Purchaser/s continues or is not remedied to the satisfaction of the Promoter after 3 (three) notices being sent by the Promoter to the Purchaser/s (prior to the Purchaser/s taking possession of the said Premises), the Promoter shall be at liberty to and shall be entitled to terminate this Agreement in terms of this Agreement as hereinafter stated.

Provided always that the power of termination herein before contained shall not be exercised by the Promoter, unless and until the Promoter shall have given to the Purchaser/s' 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it has intended to terminate the Agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within 15 (fifteen) days after receipt of such notice. It is hereby agreed between the Parties that in line with what is specified hereinabove, once the Promoter sends the termination notice (after the breach complained of is not rectified by the Purchaser/s within 15 days as mentioned hereinabove) to the Purchaser/s thereby terminating this Agreement, this Agreement shall forthwith stand terminated and cancelled without the Parties having the need to do any further act or execute any writing or exchange any correspondence in that regard including without limitation execution or registration of any Cancellation Deed and subject to Clause 15 below all the rights, title and/or interest of the Purchaser/s, of whatsoever nature, in relation to the said Premises or against the Promoter shall stand suspended, terminated and cancelled forever.

15. In the event of termination of this Agreement as aforesaid, the consequences hereinafter shall follow:
 - (a) the Purchaser/s shall forthwith cease to have any right, title and/or interest in the said Premises or any part thereof;
 - (b) the Promoter shall, without requirement of any further act, notice, writing or document be at liberty and shall be entitled to sell the said Flat/ Premises at such consideration and on such terms and conditions to such other person or party as the Promoter may in their absolute discretion deem fit and proper and the Purchaser/s shall not be entitled to question such sale or to claim any amount from the Promoter in any manner whatsoever.
 - (c) The Purchaser/s shall only be entitled to seek a refund of amounts paid by the Purchaser/s to the Promoter under this Agreement (after deducting the amounts as mentioned hereinbelow) only after execution and registration of such documents at the cost of the Purchaser/s as may be required by the Promoter (including without limitation

execution and registration of a cancellation deed in the format prepared by and in the manner and substance as may be required by the Promoter to cancel this Agreement and cancel the allotment of the said Premises to the Purchaser/s). : -

- (i) 10% (Ten Percent) of the Total Consideration of the said Premises (which is to stand forfeited by the Promoter towards predetermined liquidated damages for default on the part of the Purchaser/s);
 - (ii) brokerage, if any, paid by the Promoter in relation to the sale of the said Premises to the Purchaser/s;
 - (iii) all the taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Premises upto the date of termination of this Agreement;
 - (iv) the amount of interest payable by the Purchaser/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination of this Agreement;
- (d) It is hereby agreed between the Parties that notwithstanding anything contained in this Agreement or otherwise:
- (i) upon cancellation of this Agreement as mentioned here in above, the Purchaser/s shall have no right, title, interest and/or encumbrance of whatsoever nature in or in relation to the said Premises or any part thereof or against the Promoter except as mentioned in Clause 15 (c) hereinabove and that the execution and/or registration of the cancellation deed shall neither be a prerequisite nor sine qua non for termination of this Agreement or the allotment of the said Premises to the Purchaser/s or for the Promoter to be able to exercise any of the rights as mentioned in Clauses 14 and/or 15 here in above or elsewhere in this Agreement,
 - (ii) the amounts, if any, payable by the Promoter to the Purchaser/s as per the provisions of Clause 15 (c) above may be paid by the Promoter within 6 (six) months from the date of execution and registration of such documents at the cost of the Purchaser/s as may be required by the Promoter (including without limitation execution and registration of a cancellation deed in the format prepared by and in the manner and substance as may be required by the Promoter to cancel this Agreement and cancel the allotment of the said Premises to the Purchaser/s),
 - (iii) the Purchaser shall have no encumbrance on the said Premises or any part thereof against/in lieu of the payment of the amount, if any, payable by the Promoter to the Purchaser/s under Clause 15, and
 - (iv) on the Promoter shall be deemed to have made the entire payment of the amounts, if any, payable by the Promoter to the Purchasers and the Promoter shall stand absolved of all the liabilities and/or obligations under Clause 15 upon giving or sending the cheque for the amount, if any, payable by the Promoter to the Purchaser/s pursuant to Clause 15 (c) above, either directly or by registered post acknowledgement due or by courier any other medium at the address given by the Purchaser/s in this Agreement, whether the Purchaser/s accept/s, present/s, deposit/s or encash/es the Cheque or not.
16. Notwithstanding anything mentioned elsewhere in this Agreement, the common areas, facilities and Common Amenities in the said Project shall be common for all the purchasers of flats/ units of all the Sale Buildings in the said Project save and except for the purchasers of the shops/commercial units in Siddha Magna who shall be allowed to use the car parking space as specifically allotted to them and shall not be having access to the other Common Amenities. The common areas, facilities and Common Amenities in the said Project that shall be usable by all the purchasers of residential flats/ units of all the Sale Buildings in the said Project on a non-exclusive basis are set out in Annexure-10 (Common Amenities) annexed hereto. However, the Common Amenities except the car parking space as specifically allotted shall not be available for the use of purchasers of the shops/commercial units in Siddha Magna and the same is subject to change and modifications at the sole discretion of the Promoter without prior consent or notice to the Purchaser/s.
17. Notwithstanding anything mentioned elsewhere in this Agreement, the purchasers of Siddha Magna may not have access/rights to the Common Amenities (except the car parking space as specifically allotted to the relevant purchaser) in the said Project.
18. After the construction of Sale Buildings as herein mentioned by utilizing the FSI/ development potential of the said Project if there is further potential to utilize further FSI/ development potential of the said Lands as may be granted/sanctioned by the SRA/ any authority on the said Project (**“Balance FSI”/ “Additional FSI”**), then, the Promoter shall utilize the Balance FSI/ Additional FSI for further constructions/ additional constructions on the said Lands or on the completed Sale Buildings or under construction buildings comprised in the Sale Buildings etc. for construction of the additional floors/ additional structures as may be permitted by the SRA/ concerned authorities, in accordance with law at the sole discretion of the Promoter. The

further Balance FSI/ Additional FSI of the said Lands as and when granted/sanctioned shall be retained by the Promoter at all times and shall be utilized on the said Lands at the sole discretion of the Promoter by constructing the additional floors in the Sale Buildings or by construction of further/ additional structures/ buildings on the said Lands. The Promoter shall be entitled at its sole discretion to develop/ redevelop the said Lands in more than 5 (Five) phases as may be decided by the Promoter and the Purchaser/s hereby gives his/ her/ their/ its irrevocable consent to all of the aforesaid and shall not object to the same nor create any hindrance or obstruction.

19. The Purchaser/s hereby agrees and confirms that the Promoter shall be entitled at its sole discretion to make any alterations, additions, modifications, revisions etc. to the sanctioned plan/s (of the Sale Buildings and/ or the entire said Project) from time to time and further the Promoter shall also be entitled to get the new plan/s sanctioned from time to time. Purchaser/s hereby gives his/ her/ their/ its irrevocable consent to all of the aforesaid and shall not object to the same nor create any hindrance or obstruction in this regard.
20. It is further agreed that the Purchaser/s has/have the right to use the Common Amenities more particularly described in Annexure-10 , subject to the compliance of Rules, Regulations and Bye-Laws of the Common Organization and on payment of regular maintenance charges and all other application membership charges and other charges as may be decided by the Promoter. The Purchaser/s agree that the aforesaid Common Amenities shall be used only by his/her/their family member/s and their servants / and any further that outsiders are not permitted to use the same. As it is a large layout, the infrastructure development including the facilities and the amenities to be provided shall continue to be under construction/development even after the Purchaser/s has/have taken possession of the said Premises and the Purchaser/s will not object to the same.
21. The restrictive use of amenities / facilities shall not be objected by the Purchaser/s and the Purchaser/s shall not intervene into the smooth functioning of the construction/development activity of the amenities / facilities. It is clarified that in the event the said Premises is ready to be handed over for possession, the Promoters shall not be obliged to hand over the amenities and facilities/ Common Amenities till the said Project is fully completed and the same shall be completed by the Promoter at the time of completion of the entire said Project. The Purchaser/s has/have agreed not to raise any objection whatsoever in this regard.
22. It is further clarified by and between the Parties that the Water Tank for the purposes of supplying water to the commercial Show Room /Offices in the said Tower No. 2 of the Sale Buildings is going to be constructed in the basement or any other place or land appurtenant to the Tower Nos. 1 to 3 then in such case, notwithstanding anything contained in this Agreement, in the event of separate societies being formed for the purchasers of commercial premises and the purchasers of residential premises, then in that event too, the purchasers of the commercial premises/society of such purchasers, shall not be entitled to enter upon the Tower Nos. 1 to 3 and the land appurtenant thereto, and have limited access in Tower 2, Wing 2A & 2B (ground to second floor only) for the purposes of maintaining the same and/or for the purposes of carrying out any repairs, parking etc. thereto.
23. It is further clarified by and between the parties that the Sky Walk proposed to be constructed across all the Sale Buildings, may be constructed in phaseswise manner (subject to the sanction of plan/s in that regard) i.e. the Sky Walk over the Sale Buildings may be constructed on completion of all the phases or as may be decided by the Promoter and the Sky Walk connecting all the Sale Buildings may be constructed only after the completion of the construction of all the Sale Buildings as herein mentioned. The Purchaser/s agree and confirm that they have been fully put to notice of the aforesaid and none of the Purchaser/s shall be entitled to raise any objection and/or make any claims against the Promoter for not constructing the Sky Walk even if the construction of any Tower has been completed and possession of premises therein have been handed over to their purchasers. It is further agreed by and between the parties that the Promoter, their workers, staff etc., shall be fully entitled to enter upon any buildings at any time for the purposes of connecting the Sky Walk that may be constructed over any of the Sale Buildings with the Sky Walks over the other Towers comprised in the Sale Buildings and/or for any purposes in connection therewith including for construction of the same and none of the purchasers and/or Societies of the purchasers etc. nor the Purchaser/s, shall be entitled to object to the same in any manner whatsoever. Notwithstanding anything contrary mentioned in this Agreement, it is hereby clarified by the Promoter that the Promoter may choose to not construct the aforementioned Sky Walk/s at all if the Promoter decides to not construct the same at its sole discretion and the Purchaser/s hereby agree and confirm that the Purchaser/s shall not object to the same and the Purchaser/s shall not make any claim against the Promoter in respect of the same.
24. It is further clarified by and between the Parties that the top terrace of all Towers bearing Nos. 1 to 3 (i.e. the Sale Buildings) shall be handed over to the purchasers of the premises in the Sale Buildings only after completion of sky walk construction (if decided to be constructed by

the Promoter at the sole discretion of the Promoter alone) and the top floor premises. Purchaser/s or any other purchaser/s of any of the Sale Buildings shall not object for the completion of the work of sky walk or other work thereof on the ground of nuisance, annoyance or otherwise whatsoever and shall fully cooperate with the Promoter till the same is completed and handed over for use to the purchasers of all the Sale Buildings.

25. The Promoter shall be entitled to (without having the need to obtain any consent from the Purchaser/s herein or from any other purchasers or societies of purchasers of flats/ units in the Sale Buildings) avail loans from financial institutions and/or Banks etc., for development/ re-development of the said Lands and for the construction of the above Sale Buildings on the said Lands, against the security of the said Lands, the FSI, development potential of the said Lands/ said Project and also all or any of the premises/ flats/ units forming part of the Sale Buildings etc. and further the Promoter shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of their right, title or interest in respect of the said Project or the said Lands or the Sale Buildings or any part thereof and or incomplete construction of the Sale Buildings etc., subject however, that any such mortgage and/or charge created by the Promoter shall not adversely affect the rights of the Purchaser/s in respect of the said Premises agreed to be sold to him/her/them hereunder and in terms of this Agreement and the Purchaser/s consents for the same.
26. By and under an Deed of Mortgage Cum Charge dated 28/4/2021 registered with the Sub-registrar of Assurances at Mumbai-5 under Serial No:- BBE-5/5117/2021, the Promoter created a mortgage and charge over interalia all rights, title and interest, present and future, of the Promoter in/over the said Lands and the free sale FSI and development rights of the Promoter in and over the said Lands (as more specifically mentioned in the Deed of Mortgage Cum Charge dated 28/4/2021 registered with the Sub-registrar of Assurances at Mumbai-5 under Serial No:- BBE-5/5117/2021) in favour of IDBI Trusteeship Services Limited acting as a Security Trustee for and on behalf of the Lenders (as mentioned therein) including without limitation, INDUSIND BANK LIMITED for securing the payment/repayment of the Mortgage Debt (as mentioned and defined therein) and also for performance of the Promoter's obligations therein mentioned, on the terms and conditions mentioned therein. The Purchaser/s consents to the aforementioned.
27. By and under a Deed of Mortgage cum Charge (for Additional Security) dated 07th May 2021, registered with the office of Sub-Registrar of Assurances at Bombay 5, under serial No. 5290 of 2021, executed by the Promoter in favour of IndusInd Bank Limited, the Promoter created a mortgage and charge (of the ranking more particularly mentioned in the Deed of Mortgage Cum Charge (for Additional Security) dated 07/05/2021, registered with the Sub-Registrar of Assurances at Mumbai, under serial No. BBE-5/5290/2021) over interalia all rights, title and interest, present and future, of the Promoter in/over the said Lands and the free sale FSI and development rights of the Promoter in and over the said Lands (as more specifically mentioned in the Deed of Mortgage cum Charge (for Additional Security) dated 07th May 2021, registered with the office of Sub-Registrar of Assurances at Bombay 5, under serial No. 5290 of 2021), in favour of IndusInd Bank Limited for securing the payment/repayment of the Mortgage Debt (as mentioned and defined therein), on the terms and conditions mentioned therein. The Purchaser/s consents to the aforementioned.
28. The Promoters shall be entitled to designate any spaces/areas (as per their requirement) of the said Project (including on the terrace and basement levels thereof) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the other Purchaser/s in the said Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or any such other method. For this purpose, the Promoter/s may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc. in the entire Project. The Promoter shall also be free to construct sub-station for electricity supply, offices for the society formed by the Promoters, covered and enclosed garage in the open compound, underground and overhead tanks, structures, watchman's cabin, toilet for servants, septic tanks and soak pits, the location of which are not particularly marked on the building/s plans or any other plans. The Purchaser/s shall not interfere with the rights of the Promoter by raising any disputes in any court of law or tribunal or authority whether under Section 7 of MOFA and Section 14 of RERA and/or any other provisions of any other applicable law. The Promoter shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser/s as required by any authority of the State or Central Government or competent authorities under any law concerning authorities of buildings or implementation of the scheme for the development of the said Project and/or the said Lands.
29. The Promoter hereby agrees that:
 - (i) they will observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the SRA and/or other concerned local Authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Purchaser/s, obtain from the

concerned local authority, occupation certificate and/or part occupation certificate in respect of the building/ wing in which the said Premises is situated. It is agreed that after the receipt of the Occupation Certificate, all such obligations shall be complied and performed by the Purchaser/s alongwith other purchasers of premises in the building/ wing/ Sale Buildings

- (ii) the Promoter shall deliver the possession of the said Premises to the Purchaser/s after the said Premises is ready for use and the Occupation Certificate is issued by the SRA and/or any other competent Authority, provided that all the amounts due and payable by the Purchaser/s under this Agreement have been paid to the Promoters from time to time without committing any default in payment thereof and the Purchaser/s has/have complied with and/or has/have observed and performed all the terms and conditions of this Agreement. The Purchaser/s shall take possession of the said Premises within a period of 15 (fifteen) days from the date of the Promoter giving written notice to the Purchaser/s intimating that the said Premises is ready for use and occupation.
 - (iii) the Promoters before causing the execution of lease of the Portion of the Land underneath the said building/s or the said Lands in favour of the Society or the Societies as the case may be, make full and true disclosure of the nature of its Title to the said Lands as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Lands and shall, as far as practicable, ensure that the leasehold rights in respect of the Portion of the Land underneath the Sale Buildings or the said Lands is free from all encumbrances.
30. The possession of the said Premises shall be delivered by Promoter to the Purchaser/s on or before **31st December , 2026 (“Possession Date”)**; **PROVIDED THAT** all amounts due and payable by the Purchaser herein including the Total Consideration have been paid in full and the Purchaser/s has otherwise complied with all the terms and conditions of this Agreement **PROVIDED HOWEVER** the Promoter shall be entitled to reasonable extension of time for giving delivery of the said Premises on the Possession Date if the completion of the building/ tower/ wing in which the said Premises is situated, is delayed on account of any force majeure event including the following events (**“Force Majeure”**):-
- Notwithstanding anything contained to the contrary herein, the Promoter herein shall not incur any liability, if it is unable to deliver possession of the said Premises by the aforesaid Possession Date, if the completion of the scheme/project/ building/ wing is delayed by reason of (i) Any force majeure events including (but not limited to) any Act of god e.g. fire, drought, flood, earthquake, epidemic, pandemic, natural disasters, lock downs, human pandemic etc.;(ii) Non availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters, or other intermediaries or due to any reason whatsoever; (iii) War and hostilities of war, riots, bandh or civil commotion; (iv) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Government Authority that prevents or restricts Promoter from complying with any or all the terms and conditions as agreed under this Agreement; or any legislation, order or rule or regulation made or issued by the Government or any other authority which would affect the development or; (v) Any notice, order, rule, notification of the Government and/or other public or competent authority/court; (vi) If any matters, issue relating to such approvals, permissions, notices, notifications by the Competent Authority(ies) become subject matter of any suit/ writ before a competent court or; (vii) Any stay order/injunction order issued by any Court of Law, competent authority, SRA, MCGM, statutory authority; (viii) If any Competent Authority(ies) refuses, delays (including administrative delays), withholds, denies the grant of necessary approvals for the said Flat/Building or; (ix) Any event or circumstances analogues to the foregoing, (x) Any other circumstances that prevent the Promoter in giving the possession of the Premises to the Purchaser/s on or before the Possession Date. The Promoter shall not be held responsible or liable for not performing or delay in performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered due to force majeure events as mentioned hereinabove or on account of defaults by the Purchaser/s.
31. The Promoter may complete any Wing or part thereof or floor of said Building/s or any part thereof and obtain part occupation certificate and give possession of the said Premises to the Purchaser/s and the Purchaser/s shall not be entitled to raise any objection for the same and shall take the possession failing which all the consequence as herein above mentioned in clause will be applicable. After giving the possession of the Premises also the Promoter or its agents or contractors shall carry on the remaining work with the Purchaser/s occupying the said Premises. The Purchaser/s shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to the Purchaser/s. The Promoter shall endeavor to minimize the cause of nuisance or disturbance.
32. The Purchaser/s agrees and confirms that the Purchaser/s shall be entitled to the said Premises only after the Purchaser/s paying the Total Consideration and all other amounts payable under

this Agreement to the Promoter. The right created under this Agreement after the Purchaser/s pays the Total Consideration and all other amounts payable by the Purchaser/s to the Promoter is restricted only to the said Premises and nothing else.

33. If the Promoter fails to handover the possession of the said Premises to the Purchaser/s on or before the Possession Date (save and except the extension of time due to occurrence of Force Majeure event/s), then the Purchaser/s shall be entitled to either of the following:-
- (i) Call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Interest Notice**") to pay interest @ rate mentioned in the said Act and the rules made thereunder for the time of delay on the consideration paid by the Purchaser/s to the Promoter. In such an event of delay in handing over the possession of the said Premises to the Purchaser/s, the interest shall be paid by the Promoter to the Purchaser/s till the date of offering to hand over of the possession of the said Premises by the Promoter to the Purchaser/s; **OR**
 - (ii) The Purchaser/s shall be entitled to terminate this Agreement by giving written notice to the Promoters by Courier / E-mail / Registered Post A.D. at the address provided by the Promoters ("**Purchaser/s Termination Notice**"). On the receipt of the Purchaser/s Termination Notice by the Promoter, this Agreement shall automatically stand terminated and cancelled. Within a period of 90 (ninety) days from the date of receipt of the Purchaser/s Termination Notice by the Promoter, the Promoter shall, only after the Cancellation Deed in the format prepared by the Promoter to cancel this Agreement and cancel the allotment of the said Premises is executed and registered by the Parties, refund to the Purchaser/s, the amounts already received by the Promoter under this Agreement (excluding the amount paid towards GST and other taxes). On such repayment of the amounts by the Promoter (as stated in this clause), the Purchaser/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or Car Park Space and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the Car Parking Space in the manner it deems fit and proper. The Purchaser/s agrees and confirms that the Promoter shall not be liable nor shall be called upon to refund the amount paid by the Purchaser/s towards GST and other taxes on the Total Consideration and other amounts payable under this Agreement, under any circumstances whatsoever. Further, the Purchaser/s agrees and confirms that save and except for the reason mentioned in this clause, the Purchaser/s shall have no right to cancel this Agreement under any circumstances whatsoever. If the Purchaser/s terminates/ cancels this Agreement for any other reason (save and except for the reason mentioned in this clause), then, this Agreement shall stand automatically terminated and cancelled from the date of such termination notice/ email and the Purchaser/s shall have no right or interest in the said Premises/ Flat or this Agreement and the Promoter shall forfeit all the amounts and moneys paid by the Purchaser/s to the Promoter, including the amounts paid by the Purchaser/s towards the Total Consideration and GST and other taxes and nothing shall be refunded by the Promoter to the Purchaser/s and further the Promoter shall be fully entitled to sell/ transfer/lease/license the said Premises/ Flat to any third party at the sole discretion of the Promoter. In case if the Purchaser/s elects his/her/their remedy under sub-clause (i) above then in such a case the Purchaser/s shall not subsequently be entitled to the remedy under sub-clause (ii) above.
 - (iii) It is agreed that upon the termination of this Agreement by the Purchaser/s (for the reason mentioned in this clause), the claim of the Purchaser/s shall be restricted to refund of monies to be paid (excluding the amount paid by the Purchaser/s towards GST and other taxes) as herein above mentioned and that the Purchaser/s shall not be entitled to claim any amounts towards loss, damages and/or mental trauma or otherwise. The Purchaser/s shall not have any claim against the Promoter in respect of the said Premises and/or arising out of this Agreement in case of termination and Promoter shall be at liberty to sell and dispose off the said Premises to any other person at such price and upon such terms and conditions as the Promoter may deem fit and proper.
 - (iv) If as a result of any legislative order or regulation or direction of the Government or Public Authorities or for any natural calamity for any other reason beyond the control of the Promoter, the wing/ building in which the said Premises is located is not completed and/or the possession of the said Premises is not given to the Purchaser/s, the only responsibility and liability of Promoter will be to refund to the Purchaser/s, the consideration paid by the Purchaser/s to the Promoter (excluding the amount paid by the Purchaser/s towards GST and other taxes) and without any interest thereon and save as aforesaid neither Party shall have any right or claim against the other under or in relation to this Agreement, or otherwise howsoever. The amount so refunded shall be in full and final satisfaction and settlement of the claim of the Purchaser/s under this Agreement. The Purchaser/s agree that receipt of the said refund by cheque from the Promoter by

the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in this Agreement, whether the Purchaser/s accept/s or encash/es the Cheque or not, will be considered as refund of the said amount in terms of this Agreement.

- (v) The Promoter shall confirm the final RERA carpet area of the Flat that has been allotted to the Purchaser/s under this Agreement after the construction of the Tower/ Wing in which the Flat is located is complete and the occupation certificate is granted by the competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to the variation cap of 3% (three percent). The Total Consideration payable for the carpet area of the said Premises shall be recalculated upon confirmation by the Promoter subject to the variation cap of 3% (three percent). If the decrease in carpet area of the said Premises is within the variation cap of 3%, then, the Total Consideration shall not be reduced. It is expressly agreed that if there is any increase in the carpet area of the said Premises agreed to be sold to the Purchaser/s, then in such case the Promoter shall be entitled to demand the additional amount from the Purchaser/s towards the consideration and the Purchaser/s shall not object for the payment of the additional amount on any ground whatsoever, which additional amount shall be payable by the Purchaser/s prior to taking possession of the said Premises without any delay. It is clarified that all monetary adjustments as envisaged in this Clause shall be made at the same rate per square feet and computed on the basis of the Total Consideration as mentioned in this Agreement.
34. Notwithstanding anything to the contrary mentioned in this Agreement, it is hereby agreed between the Parties that if this Agreement is terminated/ cancelled whether by the Promoter or by the Purchaser/s as the case may be, the Purchaser/s shall not be entitled to demand any refund of the amounts paid towards the stamp duty and registration charges on this Agreement and on other documents, from the Promoter.
- (i) The Purchaser/s shall take possession of the said Premises within 15 (fifteen) days of the Promoter giving written notice to the Purchaser/s informing that the said Premises is ready for use and occupation.
- (ii) Upon possession of the said Premises being delivered to the Purchaser/s, he/she/it/they shall be entitled to the use and occupy the said Premises and thereafter he/she/it/they shall have no claim against the Promoter in respect of any item of work or amenities in the said Premise or otherwise in the said sale building/s, which may be alleged not to have been carried out or completed.
- (iii) **Defect Liability** - If within a period of 5 years from the date of the Promoter offering the possession of the said Premises to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any structural defect in the said Premises or the said building/ wing in which the said Premises is situated or any defects on account of workmanship, quality or provision of service or the material used thereon or any unauthorised change by the Promoter in the construction of the said building/ wing in which the said Premises is located, then wherever possible such defects or unauthorised changes by the Promoter shall be rectified by the **Promoter** at its own cost and in case it is not possible to rectify such defects, then the Purchaser(s) shall be entitled to receive from the Promoter reasonable compensation for such defect or change for such defect in the manner provided under said Act. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the RERA, be referred for decision to Adjudicating Officer appointed under section 72 of the Real Estate (Regulation and Development) Act, 2016. The word defect here in above stated shall mean to include only the defects caused on account of willful neglect of the **Promoter** and covers only the defects as mentioned in the **Third Schedule** hereto and shall not mean defects caused by normal wear and tear, lack of ongoing/ routine maintenance, defects caused due to efflux of time, improper or negligent use of the premises by the **Purchaser/s**, abnormal fluctuations in the temperatures, abnormal heavy rains, natural calamity etc. Promoter has no obligation/ liability to insure the Sale Buildings after handing over the same to the society/ organization as per this Agreement.
- (iv) The Purchaser/s shall take possession of the said Premises within a period of 15 (fifteen) days of the Promoter giving written notice to the Purchaser/s intimating that the said Premises is ready for use and occupation. On the expiry of the period of 15 (fifteen) days from the date of such notice in writing given by the Promoter to the Purchaser/s that the said Premises is ready for use and occupation, irrespective of whether the possession of the said Premises is taken or not in accordance with the provisions of this Agreement, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the built up floor area of the said Premises) of all outgoings in respect of the said Lands and the said Sale Buildings, namely local taxes, property tax, betterment charges,

lease rent, lease premium, if any payable to the MCGM, or such other levies by the concerned local Authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, security staffs, sweepers and other expenses necessary and incidental to the management and maintenance of the said Lands and such parts thereof and the said Sale Buildings thereon, until the society and/or societies is formed and registered in respect of the Sale Buildings together with the land underneath thereof and/or the said Lands together with the new building/s thereon is leased to the said society and/or such societies by the SRA or the concerned Authorities as the case may be. Furthermore, if on the expiry of 15 (fifteen) days from the date of the aforesaid possession notice and for any reason whatsoever, the Purchaser/s fails to take exclusive physical possession of the said Premises, the Purchaser/s agree/s that the Purchaser/s shall be liable to pay holding charges at the rate of Rs.20/- (Rupees Twenty) per square feet of carpet area of the said Premises per month to the Promoters.

- (v) The Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Purchaser/s further agree/s and undertake/s that the Purchaser/s shall pay to the Promoter pro-visual monthly contribution as applicable at the time of handing over the possession towards outgoings and maintenance expenses for Premises and as applicable at the time of handing over the possession towards outgoings and maintenance expenses. However, the Purchaser/s shall before taking possession of the said Premises pay to the Promoter the said sum as applicable at the time of handing over the possession for the period of 18 (eighteen) months maintenance charges as advance payment of maintenance charges. The amounts so paid by the Purchaser/s to the Promoter shall not carry any interest and shall remain with the Promoter till the necessary vesting/transfer document is executed in favour of the said society and/or the other societies as the case may be, subject to provisions of the said Act and/or the relevant Rules and regulations in connection therewith. On such vesting/transfer document being executed, subject to deductions to be made for the dues if any, the Promoter shall transfer the balance amount to and in favour of the society or the societies. In case of the deficit of the maintenance charges as herein mentioned above, then in such case the Purchaser/s shall further pay his proportionate share of outgoings and after the 12 (twelve) months either Purchaser/s shall pay further advance 6 (six) months maintenance charges or shall pay regularly on or before the 5th day of each and every month in advance as may be decided by the Promoters and shall not withhold the same for any reason whatsoever.
35. The Promoter shall be entitled to utilize the sum as mentioned in Clauses mentioned 5 hereinabove to be paid by the Purchaser/s for meeting all legal costs, formation and registration of society and Apex Society, deposits for electricity, water, gas etc., development charges and betterment charges, club house charges and expenses including professional cost of attorney at law, Advocates and Solicitors of the Promoters in connection with formation of the Society, the cost of preparing its rules, regulations and the bye - laws and the cost of preparing and engrossing this Agreement, and the Lease Deed etc. The Promoter shall not be obligated to render any account of whatsoever nature in respect to the aforesaid, either to the Purchaser/s or the society or the apex body as the case may be.
36. The Promoter shall maintain a separate account in respect of sums mentioned in Clause 5 herein above from the Purchaser/s on account of share money and for maintenance charges respectively shall utilize the amounts only for the purposes for which they have been received.
37. The Purchaser/s have been handed over with the Fit Out and Maintenance Manual which shall be strictly observed and followed by the Purchaser/s and the occupants of the said Premises. In the event there is any default and violation of any such guidelines as directed in following the terms and conditions and the responsibilities of the Fit Out and Maintenance Manual, either by the Flat Purchaser/s occupants or the interior designer or any such person, the Flat Purchaser/s shall be solely responsible of the consequences and shall be penalized for the appropriate loss / damage caused along with any such fine that shall be imposed by the Promoters as defined therein till such default/violation of Fit-Out and Maintenance Manual guidelines has not been rectified and the gravity of the loss is continued, without prejudice to the Promoters right to initiate any such legal action in order to seek remedy in the event of continuous violation as aforesaid.
38. The Promoter has represented to the Purchaser/s that the Promoter shall construct common amenities including club house, swimming pool, gymnasium, sky walk, etc. more particularly shown in the layout plan and the same are set out in the **Annexure- 4** hereto. The Parking facilities being the amenities in the Tower No.2 may be usable by the purchasers of the commercial Shops/ Show Room/Offices in Wing no. 2A and Wing no. 2B of Tower 2 along with the other purchasers of the premises within the said Tower No.2 on a non-exclusive basis in said Project.

The Common Tower Amenities in the entire said Project included Amenities, shall hereinafter be collectively referred to as the “Common Amenities”.

39. The restrictive use of said Club House shall be made available to the Purchaser/s in phase wise manner, further Promoter may at its convenience can give right to use of club house as and when the same is ready to use and possession the said Flat has been offered to the Purchaser/s as herein above, SUBJECT HOWEVER TO the payment of such charges as may be decided by the Promoter and FURTHER SUBJECT TO the Purchaser/s paying the amount towards the club membership charges as mentioned hereinabove, being the one time membership fees, for enjoying the facilities provided in the club as per the rules and regulations framed by the Promoter as herein mentioned and the same is not refundable to the Purchaser/s nor shall Purchaser/s will demand for the same. Also, FURTHER SUBJECT TO the payment of the usual user charges fixed by the Management of the Club from time to time for the facilities used and also SUBJECT TO the Rules and Regulations framed by the Promoters for the use of the same. For the sake of clarity it is reiterated that the possession of the said Premises shall have no connection and co-relation with the said Club becoming operational and the Purchaser/s shall not raise any claim or objection in this regard.
40. The Promoter shall have a first charge and lien on the said Premises in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement.
41. It is hereby expressly clarified, agreed and understood between the Parties hereto that:
 - i. The entire unconsumed and residual F.S.I., T.D.R. etc., if any in respect of the said Lands and the entire said Project and any increased, additional and extra F.S.I./T.D.R./ development potential which may be available at any time hereafter in future in respect thereof for any reason whatsoever including because of change in the statute, D.P. Plan, Rules, Regulations and bye-laws governing the loading and utilization of FSI and/or due to merger and amalgamation of the SRA Scheme of the said Lands with any other SRA Scheme/s and as also the F.S.I. which may be available till the completion of the entire said Project in all respects i.e. till obtaining the Building Completion Certificate and Occupation Certificates of all the Sale Buildings to be constructed in phase wise manner on the said Lands or on the portion of the said Lands and even thereafter in future, on any account or due to any reason whatsoever, including on account of handing over to the SRA or the Government or the Municipal Corporation of Greater Mumbai any set back area and/or due to any change in law, rules or regulations, shall absolutely and completely belong to and be available to the Promoter alone and neither the Purchaser/s herein, nor the society nor the societies being formed and registered of the Sale Buildings shall have or claim any rights, benefits or interest whatsoever in respect there of including for use and consumption thereof and/or make any claims on the ground of inconvenience and/or blockage of light and/or ventilation and/or density and curtailment of environment and/or water and electricity etc., and/or in any manner whatsoever;
 - ii. The Promoter have full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI, development potential and TDR, respectively for construction on any property in Greater Mumbai as may be permitted by law, including the entire said Project, for the purpose of extending the new building/s thereon, construction of new buildings and structures on the said Lands and/or for constructing any new and additional structures and floors on any of the Sale Buildings or on the new buildings thereon and/or otherwise howsoever, as Promoter may desire and deem fit and proper;
 - iii. The Promoter shall also be entitled to use, utilize and consume the TDR obtained or to be obtained by it from any other outside property, for construction on the entire said Project in any manner it deems fit and proper and as may be legally permitted, whether now or at any time in future, including after execution of the lease deed or any other vesting document in respect of the said Lands or any part thereof, as aforesaid; and the Purchaser/s and/or the society being formed and registered of the Sale Buildings shall not be entitled to use or consume the same at any time, even after execution of the lease or any other document vesting the title in respect of the said Lands or any part thereof, in favour of the Apex Body of all the societies.
 - iv. The top terrace on the said building / rooftop sky walk (if constructed by the Promoter at its sole discretion) around of the Sale Buildings is agreed to be left open to the sky for further and additional constructions thereon by the Promoter in future at any stage and/or time in terms of what is stated in the aforesaid clause. Neither the Purchaser/s nor such society or societies nor its members will have any right to use or have any claim right title or interest of whatsoever nature in the said top terrace, until the completion of the scheme/project in its entirety and as mentioned hereinabove;
 - v. The Promoter may form separate societies for each of the towers/ wings comprised in the said Project or may form common societies for few of the towers/ wings comprised

in the said Project or may form a single society for all the Sale Buildings at the sole discretion of the Promoter. Further, the Promoter may at its sole discretion form a separate society for the project - Siddha Sky and a separate society for the project - Siddha Magna. The Purchaser/s understand that such decisions shall be made by the Promoter at its sole discretion and the Purchaser/s shall not have any objection or say on the same. The Promoter shall be entitled to draft bye-laws for the society/ ies/ Apex Body of all the societies and the Promoter may at its sole discretion make different rules for residential component and commercial component in the said Project. The Purchaser/s hereby agrees to the same and hereby gives his/ her/ its irrevocable consent to the same. Upon 51% of the total number of units/premises of the each towers of the Sale Buildings being booked by the purchasers, the Promoter may submit an application to the competent authorities, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made there under, read with RERA and the RERA Rules. The society as formed shall admit as its members all purchasers of such new and additional premises in the buildings or Sale Buildings as the case may be. It is made very clear that the Promoter shall not be obliged (but shall be entitled at their sole discretion) to joint as the member of the society for their unsold premises and in case Promoters decide to become the members for their unsold premises, the society shall not object to the same and the Promoter shall only pay nominal membership money to the society with respect to the Promoter's unsold flats/ premises and nothing else on any name whatsoever. Even after the society of the flat purchasers of the building/ Sale Buildings is formed, the unsold flats/ units/ premises shall solely vest with and belong to the Promoter alone and the Promoter alone shall have full authority and right to deal with the same and sell and transfer the same and the Promoter alone shall be entitled to receive the consideration for the same.

- vi. The Promoter shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the lease, license or other use of the unsold premises in the said building (in which the said Premises is located) and the other Sale Buildings or any part thereof whether Society is formed or not;
- vii. All such new and additional premises, floors, buildings and structures shall absolutely and exclusively belong to the Promoter alone and the Purchaser/s or the society shall have no claim for any rights, title, benefits or interests whatsoever in respect thereof and the Promoter shall be entitled to deal with, sell, let or otherwise dispose off and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as they may in their sole and absolute discretion deem fit and proper and neither the Purchaser/s nor such society shall raise any dispute or objection thereto and the Purchaser/s hereby grant/s his/her/their irrevocable consent/s to the same;
- viii. The Purchaser/s shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this clause (including all its sub-clauses) or to the Promoter exercising its rights as mentioned herein, nor shall he/she/they claim any abatement or reduction in the purchase price due to the same nor shall they claim any compensation or damages from the Promoter due to not been able to use the common amenities for the time being or on any ground whatsoever including on the ground of any inconvenience or nuisance which may be caused as a result of the Promoter putting up and effecting such new and additional constructions as mentioned hereinabove;
- ix. The Promoter shall have unfettered full, free and complete right of way and means of access over, along, across and under all internal access roads at all times of the day and night for all purposes and either on foot or with or without carts, carriages, motorcars, motorcycles, motortrucks or other vehicles either laden or unladen as well as full, free and complete right to store building material on any portion of the said Lands or the said Lands for the purpose of carrying on construction of the said building/s as well as for the purpose of constructing additional floors or additional structures or additional buildings on the said Lands for consuming the unconsumed F.A.R. (F.S.I.)/ development potential of the said Lands and also to load and utilize any additional FSI or development potential which is or would be allowed to be utilized and loaded on the said Lands or on amalgamated lands by constructing new buildings thereon and also the Promoter shall have full, free and complete right and liberty to lay and connect drains, pipes, electricity, telephone, telegraph, fax, cables and the equipment's of other amenities and services facilities for full and proper use and enjoyment of the said Lands and/or the neighbouring Land or the Lands that may have been or that may hereafter be agreed to be purchased or taken for development by the Promoter or have merged the SRA Scheme with the neighboring SRA Scheme or in the same vicinity and if necessary to connect drains, pipes, cables etc., of the additional floors or additional structures to be constructed on the said Lands as well as of the buildings and structures constructed or to be constructed on such neighboring Lands or Lands under, over or along the said internal roads or on any portion

of the said Lands. . The Purchaser/s hereby unconditionally and expressly consent/s to the same and all that is mentioned in this Agreement.

- x. The Promoter shall have unfettered right to amalgamate the said SRA Scheme with any other adjoining SRA Scheme in the same vicinity as the Promoter may deem fit and proper and at their own discretion and the Purchaser/s hereby give/s his/her/their irrevocable consent for the same.
 - xi. The provisions of this clause shall always be the essence of this Agreement.
42. The Promoter shall be entitled to enter into agreements with other purchaser/s in respect of Promoter's unsold premises/ flats/ units for any other permissible user in that behalf in such manner and on such terms and conditions as it may deem fit and proper without affecting or prejudicing the rights of the Purchaser/s in the said Premises.
43. The sign/ name board on Sale Buildings will always be the **SIDDHA SKY and/or Siddha Magna developed by "SEJAL- SIDDHA PROJECT"** (as per the sole discretion of the Promoter) and neither the Purchaser/s nor the society or other societies of Purchaser/s be entitled to change it under any circumstances whatsoever.
44. The Promoter may at its sole discretion choose to form Condominium/s or Limited Company/ ies of the flat purchasers of the building/s/ Sale Buildings instead of the society/ies and the Purchaser/s shall not object to the same in any manner whatsoever.
45. The Purchaser/s is/are aware that the Promoter may either itself and/or through its purchaser/s and/or nominees or any of them jointly and/or separately give the unsold premises or any reserved area on leave and license and/or on lease basis to banks or other institutions and/or any other party on such terms and conditions as it may deem fit and proper and such leave and license/lease or other writings shall be binding on the Purchaser/s and consequently on the society or other societies to be formed and registered. Neither the Purchaser/s nor such Society or any other societies will be entitled to object to the same and/or to charge any additional amount in the form of non-occupancy charges or otherwise. The Purchaser/s shall also not at any time vote in any meetings of the said society or other societies or Apex Body in favour of any resolution levying any charges on such premises after such society or other societies or Apex Body is/are formed and this covenant shall be incorporated in the ultimate lease to be executed in this regard in favour of such society or other societies or Apex Body or shall be separately recorded in such deed/s document as the Promoters may decide.
46. The Purchaser/s himself/herself/itself/ themselves with intention to bind all persons into whosoever hands the said Premises may come, doth hereby covenant/s with the Promoter as follows:
- i. TO MAINTAIN the said Premises at the Purchasers' costs in good tenantable repair and condition from the date the possession of the said Premises is taken/ the said Premises is notified by the Promoter as being ready for use and occupation and shall not do or suffer to be done anything in or to the Sale Buildings in which the said Premises is situated, and also in the staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other Authority or change/alter or make addition in or to the building/s in which the said Premises is situated and the said Premises or any part thereof.
 - ii. NOT TO STORE in the said Premises or any other part of the said Sale Building/s or on any portion of the said Lands or in parking space/s any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Sale Building/s or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passages or any other structure of the said Sale Buildings, including entrances of the said building/s and in case of any damage is caused to the said Sale Buildings or the said Premises on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
 - iii. TO MAINTAIN from the date the said Premises is notified by the Promoter as being ready for use and occupation, at his/her/its/their own costs, the said Premises and to carry out all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which they were delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the said sale building/s or the said Premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned Promoters local authority and/or other public authority.

- iv. NOT TO DEMOLISH or cause to be demolished the said Premises or any part thereof, not at any time make or cause to be made any addition or alteration in the said Premises, elevation and outside the colour scheme of the said sale building/s and to keep the portion partitions, sewers, drains and pipes in the said Premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the said building/s and the Purchaser/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Partis or other structural members in the said Premises without the prior written permission of the Promoters and/or the Society as and when formed and registered. In case on account of any alterations being carried out by the Purchaser/s in the said Premises (whether such alterations are permitted by the Promoters, Concerned Authorities or not) there shall be any damage to the adjoining premises or to the premises situated below or above the said Premises (inclusive of leakage of water and damage to the drains) the Purchaser/s shall at his/her/its/their own cost/s and expenses repair such damage (including recurrence of such damages).
- v. TO ABIDE BY all Bye-laws, Rules and Regulations of the Government, BMC, Brihanmumbai Electricity Supply and Transport (BEST), all other Local and Public Bodies and Authorities and shall attend to, answer and will be responsible for all actions for violation of any such Bye-laws or Rules or Regulations.
- vi. NOT TO THROW dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said lands and the said Sale Building/s.
- vii. NOT TO enclose balcony attached to the said Premises and make them a part of room/hall. The Purchaser/s has/have been clearly informed that the balcony attached to the said Premises has been approved by the MCGM as an open balcony and shall further not cover any elevation features or chajjas if any, attached to the said Premises and make a part of the said Premises for the use of the room/hall. These elevation features shall continue to remain as elevation features.
- viii. PAY TO the Promoter within 7 (seven) days of demand by the Promoters his/her/itself share of security deposit demanded by the Concerned Local Authority or Government for giving water, Electricity or any other service connection to the said Sale Building/s.
- ix. PAY TO the Promoter the proportionate municipal taxes, maintenance charges and all other outgoings in respect of the building in which the said Premises is situated, irrespective of the said Premises being occupied by the Purchaser/s on receipt of Occupation Certificate / on taking possession (as the case may be). The Promoters represented to the Purchaser/s that the Promoters have constructed certain common amenities including club House, gymnasium, Sky Walk, swimming pool etc., more particularly shown in the layout plan and the same are setout in **Annexure- 4** hereto. These amenities are common for all the flat/ unit owners (for residential as well as commercial user) in all the said Sale Buildings and shall be for their common benefit and the Purchaser/s shall enjoy the said amenities in common with all the other owners/ occupants of the flats/ units of the Sale Buildings as and when the same is handed over, however, uses of such amenities are restrictive in nature. The common expenses in respect of the said developments, shall be shared by the purchaser/s of Premises of the said building/s in which the said Premises is situated in proportion to the area of their respective premises.
- x. TO BEAR and pay within 15 days (fifteen) from the date of intimation to take the possession of the said Premises, the proportionate share (i.e. in proportion to the area of the said Premises) of outgoings in respect of the said Lands and the said Project, viz., local taxes, betterment charges, water charges, insurance premium, common electricity charges, repairs and sundry maintenance costs and salaries of clerks, chowkidars, sweepers, housekeeping and all other expenses necessary and incidental to the management and maintenance of the said building and land appurtenant. At the time of being handed over possession of the said Premises, the Purchaser/s shall also pay to the Promoter, the Adhoc Maintenance Deposit being a lump sum amount towards initial outgoings expenses as set out above.
- xi. the Purchaser/s interest or benefit factor of this Agreement or the said Premises or part with the possession of the said Premises or any part thereof until all the dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid up and possession of the said Premises has been duly handed over by the Promoters to the Purchaser/s and only if the Purchaser/s has/have not been guilty of breach of or non observances of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtained permission in writing of the Promoter for the purpose. Such transfer shall be only in favour of the Transferee as may be approved by the Promoter. In the event of any contravention of what is stated hereinabove in this sub clause, the Promoter shall be

entitled (but not bound) at its option to terminate this Agreement hereof and/or to treat any person who is placed in possession of the said Premises as a trespasser and to deal with him accordingly including without prejudice to charge compensation from the Purchaser/s the said person on account of such breach.

- xii. TO OBSERVE AND PERFORM all the rules and regulations which the Co-operative Society of the Premises holders in the said Sale Building/s may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Sale Building/s and the Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the Concerned Local Authority and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises in the said Sale Building/s and shall pay and contribute regularly and punctually towards the taxes, lease rent, expenses or other outgoings in accordance with the terms of this Agreement.
- xiii. TO REMOVE any obstruction or nuisance that may be caused by the Purchaser/s in the premises / sale building/s /the said Lands, forthwith on being called upon to do so by the Promoter /society and in the event the Purchaser/s failing to remove the said obstruction/nuisance, it may be removed by the Promoters/ society at the costs and consequences of the concerned Purchaser/s
- xiv. TO GIVE ALL FACILITIES, assistance and co-operation as may be required by the Promoters/society from time to time and at all times hereafter, to maintain, repair, renovate and/or replace any common area/facilities/ amenity/service line/infrastructure of and/or relating to any of the Sale Building/s or premises on the said Lands including by temporarily suspending (if necessary) the use, occupation and/or enjoyment of the rights (if any) that may have been granted by the Promoters (such as parking of vehicles, enjoying any particular open/enclosed space etc.) for such periods during which the maintenance, repairs, renovation and/or replacement if being carried out, without seeking any rebate and/or compensation for or in respect of the same. Till lease in respect of the portion of the Land underneath the sale building/s or the said Lands is executed, the Purchaser/s shall permit the Promoter and their Surveyors and Agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Lands or part thereof and the said sale building/s or any part thereof to view and examine the state and condition thereof.
- xv. TO OBSERVE AND PERFORM all the terms and conditions and covenants to be observed and performed by the Purchaser/s as set out in this Agreement (including in the Recitals thereof). If the Purchaser/s neglect/s, omit/s, delay/s or fail/s to pay for any reason whatsoever to the Promoter the amounts payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time specified for the payment thereof or if the Purchaser/s shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to, within a period of seven (7) days from receipt of a written notice from the Promoter calling upon the Purchaser/s to make the said payments and/or comply with the said covenants and stipulations, the Purchaser/s shall be liable to pay to the Promoter such compensation as may be reasonably determined by the Promoter in the event of non-compliance by the Purchaser/s with the said notice, the Promoter shall be entitled to proceed against the Purchaser/s in accordance with the terms of this Agreement and applicable provisions of Law.
- xvi. NOT TO DO or omit, suffer or permit to be done any act, deed, matter or thing in relation to the said sale building/s or any portion/s thereof which may or is likely to in any manner affect, prejudice or jeopardize the development rights held by the Promoter and/or the F.S.I. layout plans, orders and/or permissions and sanctions pertaining to the entire said Lands or pertaining (in common) to said Sale Buildings or which may in any manner cause any damage or injury to the rights/interest of the Promoters and/or the persons who have purchased/hold premises, parking spaces and other premises and spaces in the said Sale Buildings.
- xvii. NOT TO PUT UP or install box grills outside the windows of the said Premises or in any other manner do any other act which would in the opinion of the Promoters or society, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the said Sale Buildings.
- xviii. TO MAINTAIN the external elevation of the building in the same form as constructed by the Promoter and shall in any manner whatsoever and not to put up, under any circumstances, any construction or enclose the flower beds which have been permitted (approved) free of F.S.I in the plans already approved.

- xix. TO INSTALL air-conditioner/s only in the space/s provided in the said Premises for the same, if the Purchaser/s desire/s to install air conditioner/s of a type which or any part, unit or component of which will protrude/project substantially outside the said Premises, or be required to be affixed / installed outside the said Premises, the Purchaser/s shall install/affix the same only after obtaining from the Promoters prior written permission to do so and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed by the Promoter in respect of the same.
- xx. TO KEEP upon the receipt of the possession of the said Premises, insured against loss or damage by fire or any other calamities for the full value thereof.
- xxi. In case Brihanmumbai Electricity Supply and Transport (BEST) ., or any competent authority requires/demands construction of sub-station before supplying necessary electricity or domestic load to the proposed building, the cost, charges and expenses thereof shall be borne and paid by all the Purchaser/s in proportion to the area of their respective Premises agreed to be acquired by him/her/them.
- xxii. NOT TO OBJECT even if the society is formed and registered as aforesaid, the management of the said Sale Buildings by the Promoter as herein mentioned through its own agencies and shall pay regularly the charges and/or outgoings in respect of the services provided by the said agency or agencies of the Promoter.
- xxiii. NOT TO put up any hoardings, neon signs, display boards or otherwise any advertising material in any part of the said Sale Buildings whether inside or outside or in the compound, save and except a reasonably sized name plate/board at the entrance of the said Premises.
- xxiv. SHALL NOT be entitled to any rebate and/or concession in the price of his/her/their said Premises on account of the construction of any other building/s and/or structure and/or the changes, alterations and additions made in the building or buildings or structures or on account of any advertisement/hoarding put on the said Lands and/or the new building/s and/or any part thereof.
- xxv. SHALL NOT use the area of flower bed for any purpose except for the purpose of keeping planters/void failing which the Purchaser/s shall be liable to pay Rs.10,000/- (Rupees Ten Thousand) per day till time he/she/they continue/s to use the said area of flower bed for any other purpose.
- xxvi. SHALL NOT fix/fit only split A/c and fix compressors only in area provided for that purpose, failing which the Purchaser/s shall be liable to pay Rs.1,500/- (Rupees One Thousand Five Hundred Only) per day till such time that Purchaser/s has removed the A/c Compressor from any other place other than area provided for the same.
- xxvii. SHALL NOT interfere in any manner in any work of development of construction till the entire development of the Lands are completed and the Promoter alone shall have full control, absolute authority and say over the unallotted areas, car parking spaces, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the said Lands and the Purchaser/s shall have no right or interest in the enjoyment and control in this regard.
- xxviii. SHALL NOT in any manner object when the sky walk is under construction (if the same is decided to be constructed by the Promoter at its sole discretion) on any ground whatsoever including but not limited to (i) should be accessible for workmen and carrying out construction activity during sky walk construction and erection process, (ii) during the sky walk erection last floor flat areas may be covered for safety and privacy, (iii) top floor flats windows facing sky walk may get stains of paint during sky walk touch up which shall be removed and refinished, (iv) during sky walk work lift and staircase in H/O block may be required for work men and area at ground floor shall be required to be guarded and restricted for resident movement. FRP and stair to be accessible and usage permission may be required, (v) during erection of skywalk girders work shall be visible from windows of residents. Noise due to welding and light hammering may be there and (vi) the complete sky walk shall be handed over in last phase only.
- xxix. As the Purchaser/s is/are aware that the Promoter are engaged in constructing the said Lands in a phase wise manner and to construct the said Lands in Phase wise manner, the Promoter shall be entitled to enter upon or use any address of the said Lands to ingress and shall be entitled to have all rights to pass from any part / areas of the said Lands with trucks, machines, cranes, drillers, JCB/earthmovers, etc. and all other vehicles required for carrying out the development and construction and also movement of materials and labours (both skilled and unskilled) on the said Lands. Upon the said Premises being handed over to the Purchaser/s, the Promoter shall be entitled to continue to carry on all construction activities for all or any other part of the said Lands which are to be developed/ constructed by the Promoter and which may cause inconvenience / disturbance to the Purchaser/s, however, the Purchaser/s has/have

hereby unconditionally and irrevocably consented for the same and agree, undertake and confirm that the Purchaser/s shall not take any objection for any of the construction activity/ies or any ingress / egress upon the said Lands or any part thereof by the Promoter alongwith any vehicles, etc. and the Purchaser/s shall not raise any objection or make claim, demand damages, etc. from the Promoter and/or obstruct the Promoter or any of their construction activities in the building/s on the said Lands or part thereof in any manner and for any reason whatsoever, and based on this clear understanding the Purchaser/s has/have agreed to acquire the said Premises.

- xxx. The Promoter has informed the Purchaser/s that there is a common access road, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewage lines, sewage treatment plant and other common amenities and conveniences in the layout of the said Lands.
- xxxi. The Promoter has further informed the Purchaser/s that all the expenses and charges (maintenance and up keeping) of the said amenities and conveniences may be common and the Purchaser/s along with other purchaser/s of flat/units/premises in the said Project and/or the buildings constructed on the said Lands, shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flat/units/premises on the said Project including the Purchaser/s herein. The proportionate costs and charges to be paid by the Flat Purchaser/s shall be determined by the Promoter and the Flat Purchaser/s agrees to pay the same regularly without any abatement and without raising any dispute or objection with regard thereto.
47. Till the entire development of the said Lands is completed in phase wise manner, the Purchaser/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the unallotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities, and/ or any other common facilities or the amenities including skywalk to be provided, further Promoter may at its own convenience can give right to use of club house as and when the same is ready for use in the said Building/s and the Purchaser/s shall have no right or interest in the enjoyment and control of the Promoter in this regard.
48. The Adhoc Maintenance Deposit so paid by the Purchaser/s to the Promoter shall not carry any interest and shall be utilised by the Promoter for payments, taxes, outgoings from the date of possession. The Promoter have informed the Purchaser/s that once the Adhoc Maintenance Deposit is about to get exhausted by the Promoter, the Promoter shall intimate the Purchaser/s about the same and the Purchaser/s have agreed to regularly pay the monthly maintenance charges on 5th day of every month on actuals without any objection, demur or protest as per the invoice raised by the Promoter till the time the management and operation of the Sale buildings has been handed over by the Promoter to the Adhoc Committee and/or to the Society, whoever earlier and shall not Withhold the same for any reason whatsoever and non-payment for 3 (three) consecutive months shall be construed as default under this Agreement. The Promoter shall hand over the management and affairs of the Sale Buildings to the Adhoc Committee and/or to the society within a period of 24 (twenty four) months from the completion of the said Project. The Purchaser/s hereby agree/s and declare/s that he/she/it/they shall submit full fledge drawings with all specification before starting interior work of the said Premises approval shall be obtained from the Promoters. At the time of being handed over possession of the said Premises, the Purchaser/s shall deposit applicable **"Fitout Deposit"** towards the interest free deposit for carrying out interior work in the said Premises, irrespective whether he/she/they carry out the fitout work or not at that particular time. The said fitout deposit shall be forfeited in the event of non compliance with any of the terms and conditions as stated in the Promoters' approval by the Flat Purchaser/s. The said Fitout Deposit shall be refunded by the Promoter to the Flat Purchaser/s at the time of handover of the said Building to the Adhoc Committee and/or to the Society subject to the terms setout in this Agreement.
49. The Purchaser/s agree/s and acknowledge/s that the Promoter is/are providing equipments/ systems/ appliances as mentioned in the List of Amenities. The Purchaser/s is/are aware that the Promoter is not the manufacturer of these systems of equipments/ systems/ appliances. The Promoter does not warrant or guarantee the use, performance or otherwise of these equipments/ systems/ appliances. The parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance or non-performance or otherwise of these equipments/systems/appliances.
50. Notwithstanding any other provisions of this Agreement, the Promoter shall be entitled in their sole and absolute discretion:
- (i) To formulate the basis of usage of parking spaces and charges to be levied for such usage as mentioned in this Agreement.

- (ii) The Promoter shall be entitled to decide the terms and conditions and the rate/charge/levy on which the parking of cars in the open or in the basement/podium shall be allowed. The Purchaser/s agree/s that the Promoter shall have the exclusive right to decide the terms and conditions, rate of parking charges, timing of parking, place of parking and subject to availability of space and that the Purchaser/s shall not be entitled to demand any additional car-parking spaces. The Promoter shall further have the right to reserve such number of parking spaces as the Promoter may in their absolute discretion decide to be used for parking of any person or persons or for any particular event without any let, hindrance, demand from the Purchaser/s or through or in under or in trust for the Purchaser/s.
- (iii) The Promoter shall prior to giving the possession of the said Premises to the Purchaser/s, earmark the areas for purposes of displaying hoarding /advertisements, neon signs, Dish Antenna/s, Relay Station/s for Cellular and satellite communications on the external and internal walls, roofs, top terrace, common corridors, common lifts, staircases, lobbies, entrances, atriums and all the common areas and passage. However, the same shall not obstruct ingress and egress of the Purchaser/s to the said Premises and/or to the building in which the same is situated. The Promoter shall have full right, absolute authority, and unfettered discretion to sell, transfer, lease and/or grant on leave and license basis and/or other create third party rights in respect thereof and enter into suitable arrangement/s or agreement/s with any person/s in connection therewith and on such terms and conditions as the Promoter deem fit and to receive/collect such contract monies/rents, fees as consideration thereof from such person/parties/allottees. The Promoter shall be entitled to be allotted shares in the Society proposed to be incorporated of the premises or other Premises in respect of such areas. The Promoter shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Purchaser/s or such Society and neither the Purchaser/s, nor such Society or societies or Apex Body shall at any time raise any dispute or objection in this regard. It is agreed that the aforesaid rights in favour of the Promoter shall be treated as a covenant running with the land and shall form part of the lease deed when executed in favour of such Society or societies or Apex Body. It is hereby expressly agreed that in case of vertical expansion of the Sale Buildings by way of additional floor/s, the Promoter shall be entitled to shift the water tank/s, Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications, etc. either over and above such additional floor/s and/or extension or such other place/s as may be convenient to the Promoters and the Purchaser/s and/or such Society or societies or Apex Body shall not be entitled to raise any objection and/or create any hindrance in respect thereof in any manner whatsoever.
- (iv) The Promoter shall be entitled to but not obliged to become the Member of such society to be formed by the Promoter, in respect of all the unsold premises together with the purchasers of the other premises in the said Sale Buildings.
- (v) The Promoter, if necessary shall become the member of such society in respect of the rights and benefits conferred on it herein or otherwise as the case may be. If the Promoter transfers, assigns and/or disposes off such rights and benefits at anytime to anybody, the assignees, transferees and/or the Purchaser/s thereof shall become the members of such society in respect of the said rights and benefits, then the Purchaser/s herein and such society or societies or Apex Body will not be entitled to raise any objection to admit such assignees or transferees as the member/s of such society and shall not charge any fees or other amounts' therefrom, save and except share money and entrance fee.
- (vi) To have a society of the Premises of the Purchasers formed and constituted as contemplated in terms of LOI and Revised LOI or any other approval etc. herein and the Purchaser/s hereby agree/s and undertake/s to become a member of such Society or societies or Apex Body along with the other premises purchaser/s.
 - (a) Unless it is otherwise agreed by and between the parties hereto in writing, the Promoters shall within a period of **twelve (12)** months of formation and registration of the society or societies or Apex Body of the Sale Buildings and on sale of all the premises/ units/ flats in the all the said Sale Buildings to be constructed on the said Lands or within such extended time as the SRA and/or MCGM deem fit, may endeavor that/ cause SRA and/ or MCGM to demise to such Apex Body, the portion of the said Lands together with the Sale Buildings constructed thereon. Such vesting documents shall be executed keeping in line with all the terms and provisions of this Agreement and all such societies will form an Apex Body and the lease may be given to the Apex Body with all the common amenities on the said Lands, but each individual society will have the right of lease underneath the building and land appurtenant to each such Tower/sale building as defined hereto and marked on the layout plan annexed hereto as **Annexure-4**. The Promoter may at its sole discretion form separate

societies/ entities for each tower/ wing/ building comprised in the Sale Buildings and may at its sole discretion cause to be demised to such separate society/ies the tower/ wing/ building as the case may be together with the land underneath it. The Promoter shall be entitled to form only one Apex Body for all the purchasers of flats/ units in all the Sale Buildings as per Promoter's sole discretion. Further, if it is legally permissible for the Promoter to convey the building/s (to be constructed on the said Lands), the Promoter may at its discretion choose to execute conveyance deed only with respect to building/s in favour of society/ies/ apex body/ entity as the case may be.

- (b) All costs, charges and expenses in connection with preparing, engrossing, stamping and registering all the agreements, or any other document required to be executed by and between the Promoters and by the Purchaser/s including stamp duty and registration charges payable in respect of such documents and the formation of the said Common Organization, society or societies or Apex Body of all the Societies as well as entire professional costs of attorneys of the Promoter for preparing and approving all such documents upto the execution of the lease shall be borne and paid by the Purchaser/s in proportion to the area of the said Premises. The stamp duty and registration charges on this Agreement shall be solely borne and paid by the Purchaser/s alone.
- (vii) The power and authority of such society or the Purchaser/s herein and other Purchaser/s shall be subject to the overall power, control and authority of the Promoter in all the matters concerning the Sale Buildings and other construction on the said Lands, the construction and completion thereof and all amenities pertaining to the same and in particular the Promoter shall have absolute authority and control as regards the unsold premises, etc., and the disposal thereof.
- (viii) At the time of execution of the vesting document in respect of the portion of the said Lands underneath the said sale building/s or the said Lands and the sale building/s, any rules framed under any relevant statute and/or under any order, notification or ordinance whatsoever and by whatever name called, shall be complied with by the Purchaser/s and/or such society or societies or Apex Body in consultation and co-operation with the Promoter and all costs, charges and expenses, if any, that may have to be incurred in connection therewith shall be borne and paid by the Purchaser/s and/or such society.
- (ix) Advocates and Solicitors of the Promoter, shall prepare all deeds, and/or documents, interalia, to be executed in pursuance of this Agreement.
51. All the terms of this Agreement being of essence and the Purchaser/s being fully aware of its importance, do hereby agree/s the same and the Promoter shall in the interest of all premises /holders in the sale building/s and for the purpose of effective management of the sale building/s it is desirable that the Promoter be vested with these power and authority. The Purchaser/s hereby agree/s and undertake/s to sign and execute such papers and applications for the formation and registration of the such society or societies or Apex Body and for becoming a member and duly fill in, sign and return to the Promoters within 10 (ten) days of the same being forwarded by the Promoter to the Purchaser/s so as to enable the Promoter to form and register such society.
52. The Purchaser/s hereby agree/s, undertake/s and covenant/s with the Promoter that neither he/she/they, nor the Society (as and when formed) 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 the Promoter under this Agreement or any other deed, document or writing that may be entered into and executed between the parties hereto and the Purchaser/s and such society or societies or Apex Body shall be bound and liable to render to the Promoter all necessary assistance and co-operation, to enable it to exercise and avail of the same.
53. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises and/or of the said Lands and/or building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them and all rights of ownership in all open spaces, parking spaces, external walls, glazing, cladding, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoter until the portion of the said Lands underneath the said sale building/s or the said Lands and the said sale building/s is/are demised and/or transferred to such Society or societies or Apex Body as herein mentioned, which in any case shall be subject to the rights of the Promoter as agreed to and specified herein and of the other allottees/purchasers of said the Premises as herein stated.
54. Any delay or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to Purchaser/s shall not be construed as a waiver on the part of the Promoter for any breach or non compliance of any of the terms and conditions of this

Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter.

55. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by registered post with A.D. to his/her/their address given below; Further in case there are joint purchasers all communications shall be sent by the Promoter to the purchaser whose name appears first in this Agreement and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.
56. The Stamp duty and Registration Charges in respect of (and incidental to) this Agreement and all other documents to be executed in pursuance of this Agreement like lease deed, any transfer documents etc., shall be borne and paid by the Purchaser/s alone and the Purchaser/s alone will be liable to pay all the interest, penal interest penalty, if any, to be payable to the stamp authorities or any other authorities, if any documents including this Agreement is found to be insufficiently or improperly stamped or otherwise howsoever.
57. This Agreement shall always be subject to the provisions of The Real Estate (Regulation and Development) Act, 2016 and the Rules made under there from time to time.
58. The Purchasers and/or the Promoter shall present this Agreement at the proper registration office for Registration within the time limit prescribed by the Registration Act and admit execution thereof.
59. Any dispute between the Parties shall be settled amicably. In the case of failure to settle the dispute amicably, the same shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act 2016.
60. The rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts in Mumbai shall have the jurisdiction in respect of and in connection with this Agreement.
61. The Permanent Account Nos. of the parties hereto is as under:-

NAME	PAN NO.
SEJAL SHAKTI REALTORS LLP	ADAFS1705P
Dr. Ravindra Baliram Deokar	AMMPD8368G
Dr.. Priya Ravindra Deokar	AGGPT6760Q

THE FIRST SCHEDULE ABOVE REFERRED TO:

- Firstly:** All that being piece and parcel of land situate at Opp. Shukla Hotel, Raoli Camp, Khokri Agar , New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 6 (part) admeasuring **1230.35** sq. meters of Salt Pan Division.
- Secondly:** All the piece and parcel of land situate at Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 12 (part) admeasuring **5476.65** sq. meters of Sion Division.
- Thirdly:** All the piece and parcel of land situate at Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 16 (part) admeasuring **894.63** sq. meters of Salt Pan Division.
- Fourthly:** All the piece and parcel of land situate at Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 17 (part) admeasuring **871.82** sq. meters of Salt Pan Division.
- Fifthly:** All the piece and parcel of land situate at Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 18 (part) admeasuring **753.72** sq. meters of Salt Pan Division.
- Sixthly:** All the piece and parcel of land situate at Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 19 (part) admeasuring **2387.58** sq. meters of Salt Pan Division.
- Seventhly:** All the piece and parcel of land situate at Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 20(part) admeasuring **7102.69** sq. meters of Salt Pan Division.
- Eighthly:** All the piece and parcel of land situate at Raoli Camp, Khokri Agar, New 90 Feet Road, Hemant Manjrekar Road, Sardar Nagar No.4, Sion Koliwada, Mumbai 400037, bearing Cadastral Survey No. 21(part) admeasuring **7658.94** sq. meters of Salt Pan Division.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Limited Common Areas and Facilities)

SR.NO	DESCRIPTION	1 ST WING	2 ND WING
1.	Tower 1	1 A	1 B
	No. of Floors	3 rd floor to 39 floors+ or more if permissible with the additional FSI.	3 rd floor to 39 floors+ or more if permissible with the additional FSI.
	Res/ Commercial	Residential	Residential
	Refuge Area floors	8, 15, 22, 29, 36	8, 15, 22, 29, 36
	Parking floors	Basement1, Basement 2, Ground floor, Level 1	Basement1, Basement 2, Ground floor, Level 1
2.	Tower 2	2 A	2 B
	No. of Floors	Ground floor, 1 st & 2 nd (Commercial)	Ground floor, 1 st & 2 nd (Commercial)

		Residential from 3 rd floor to 16 th floor + fungible area not yet calculated + more if permissible with the additional FSI	Residential from 3 rd floor to 16 th floor + fungible area not yet calculated+ more if permissible with the additional FSI
	Refuge Area floors	8, 15, 22, 29, 36	8, 15, 22, 29, 36
	Parking floors	Basement1, Basement 2, Ground floor, Level 1,	Basement1, Basement 2, Ground floor, Level 1
3.	Tower 3	No wings	No wings
	No. of Floors	3 rd floor to 39 floors+ or more if permissible with the additional FSI.	3 rd floor to 39 floors+ or more if permissible with the additional FSI.
	Res/ Comm	Residential	Residential
	Refuge Area floors	8, 15, 22, 29, 36	8, 15, 22, 29, 36
	Parking floors	Basement1, Basement 2, Ground floor, Level 1	Basement1, Basement 2, Ground floor, Level 1

Sr.No	Amenities	Description
2.	Residential	Ground Floor : 1. Security 2. Drop-Off Area / Waiting Plaza 3. Water Feature with bubblers 4. 1.5 M Wide Pathway 5. Landscape Feature 6. Landscape Mounds Area 7. Gravel bed 8. Planting Area 9. Multipurpose Court 10. 1.8M Wide Jogging Track 11. Reflexology Area 12. Open Gym

Sr.No.	Common Amenities	Description
		13. Sit Out 14. Cross-Fit Area 15. Badminton Court 16. Outdoor Table Tennis 17. Cricket Net 18. Flower Garden 19. Rose Garden 20. Butterfly Garden 21. Forest Plantation 22. Pets Park 23. Nature Walk 24. Nature Seating Area 25. Bird Bath & Feeder Podium: 26. Entry Court 27. Jogging Track 28. Kids Play Area 29. Multiutility Area 30. Amphitheatre 31. Wooden Deck 32. Nana-Nani Park 33. Toddler's Play Area 34. Tree House 35. Swing Park

		36. Mist Fountain 37. Chess Board 38. Reading Corner 39. Creative Corner 40. Sensory Garden 41. Fragrance Garden 42. Chit-Chat 43. Teenage Corner 44. Juice Bar+ BBQ 45. Adults Pool 46. Kids Pool 47. Jacuzzi 48. Sunken Seating 49. Pool Deck 50. Overflow Edge 51. Pool Café 52. Healing Garden 53. Seating Area 54. Meditation Corner 55. Yoga lawn 56. Open Air Gym 57. Office Garden 58. Labyrinth Plaza & Zen Garden 59. Tree Court 60. Herb & Spice Garden
Sr.No.	Amenities	Description
		61. Seating Nook 62. Stage 63. Gymnasium 64. Changing Room / Spa 65. Club

THE THIRD SCHEDULE ABOVE REFERRED TO
(Defect Liability)

1. The Promoter shall be responsible only for such defects in the event it is proven beyond reasonable doubt that the defect in question/under consideration is:
 - a. a structural defect (as a deterioration from the requirement under applicable laws, rules and regulations including National Building Code and from what has been expressly agreed/communicated by the Promoter in writing), or
 - b. a defect in workmanship in relation to the construction done/caused to be done by the Promoter (It is hereby clarified that, unless otherwise specifically and expressly represented by the Promoter in writing, a defect in workmanship shall be construed to be a defect from a level/quality of workmanship that is expected in ordinary circumstances and as may be required under relevant laws including National Building Code and any other applicable laws, rules and/or regulations. Accordingly, the Purchaser/s and/or any other person/entity/association representing/acting for the Purchaser/s shall not claim a workmanship to be defective merely because of the fact that there are/were better quality/option of workmanship available or possible and it is hereby agreed that the Promoter shall in no manner be liable in the event of such circumstances and/or claims), or
 - c. a defect in quality or provision of:
 - (i) material used in development of the said Project,
 - (ii) goods,
 - (iii) services, and/or
 - (iv) i any other obligation of the Promoter as specifically mentioned in the Agreement for Sale,
from the level of quality as is required to be provided under applicable laws, rules and/or regulations and as specifically agreed/communicated by the Promoter in writing.
2. It is hereby clarified and agreed between the Parties that the Promoter shall not in any manner be liable for/in relation to:
 - a. any defect in relation to any fittings, fixture, products, services, installation, systems, fittings, set up, equipment, mechanism, finishing, etc. or any other goods/products provided/made available by the Promoter as a souvenir, gift and/or present etc. (whether

or not mentioned under this agreement or any other communication) without any additional monetary consideration from the Purchaser/s, (the Purchaser/s may directly get in touch with the manufacturer of such souvenir, gift and/or present etc. for the relevant repair or service. It is hereby clarified that the Promoter may not be able to share the invoice in relation to such souvenir, gift and/or present etc. since the Promoter may have obtained such souvenir, gift and/or present etc. in bulk and/or the Promoter may require the same for the purpose of its accounts, audits, filings etc.),

- b. any normal wear and tear (caused due to efflux of time or any usage) in relation to the Project or any part thereof, (The Purchaser/s hereby acknowledges that a non exhaustive indicative list of the normal wear and tear in relation to the development of the said Project that has been/may be provided by the Promoter and the Purchaser/s has agreed with the Promoter in relation to the same. The Purchaser/s hereby further agrees to abide by any further indicative lists that the Promoter may share with the Purchaser/s from time to time in relation to any existing or proposed development/additional services which the Promoter may in writing agree to provide.)
- c. any defect, damage and/or deterioration caused to the Project or any part thereof due to any force majeure (as mentioned in explanation to Section 6 of the Real Estate (Regulation and Development) Act, 2016) or due to any terrorist activity. (The Purchaser/s hereby agrees that the relevant insurance shall be obtained by the Purchaser/s/ society at its/their own cost in relation to any such defects/damages that may be caused due to force majeure.)
- d. any defect, damage and/or deterioration caused to the structure/design or any other goods, products, services, installation, systems, fittings, setup, equipment, mechanism, fixtures etc. upon or due to or pursuant to any changes/installation (of any product)/modification/mishandling/misuse done or caused to be done by the Purchaser/s/ Society/ ies in/under the said Project or any other Person,
- e. any defect, damage and/or deterioration caused to the structure, design, product, installation, systems, fittings, set-up, equipment, mechanism, fixtures, machinery etc. under/in relation to the said Project or any part thereto due to or pursuant to:
 - (i) non- maintenance, and/or
 - (ii) non- upkeep, and/or
 - (iii) not servicing, and/or
 - (iv) Misuse, mishandling, and/or
 - (v) usage of any material, fuel, product, accessory, additional fitting, parts not specifically recommended by the Promoter/relevant manufacturer in writing, and/or
 - (vi) installation or servicing of any product, accessory, additional fitting, parts etc. by any person or entity not specifically recommended by the Promoter/relevant manufacturer in writing (it is hereby clarified and agreed that: - (i) in the event any servicing or installation in relation to a particular structure, design, product, installation, systems, fittings, setup, equipment, mechanism, fixtures, machinery etc. requires a support of or may affect any other structure, design, product, installation, systems, fittings, setup, equipment, mechanism, fixtures, machinery etc. in the Project, such installations and/or servicing should be done in consultation with the Promoter/relevant manufacturer of both such structure, design, product, installation, systems, fittings, setup, equipment, mechanism, fixtures, machinery etc., (ii) in the event no specific recommendation has been made by the Promoter and/or the relevant manufacturer, the same should be obtained from the Promoter and/or the relevant manufacturer in writing, as the case may be), and/or
 - (vii) overloading/usage beyond recommended capacity, of/in relation to any relevant structure, design, product, installation, systems, fittings, setup, equipment, mechanism, fixtures, machinery etc. as recommended by the Promoter or the concerned manufacturer or relevant experts etc.,
- f. any defect, damage and/or deterioration caused due to / pursuant to any development, repair, construction, digging, installation, civil work, infrastructure related work etc. done/caused to be done in or around the Project and/or the vicinity thereto,
- g. any defect, damage and/or deterioration caused due to / pursuant to any accident not directly attributable to a gross negligence of the Promoter, and/or
- h. any defect, damage and/or deterioration not mandated to be the obligation of the Promoter under any applicable law.

<u>SPECIFICATION</u>
Earthquake resistant RCC framed structure
<u>Doors</u>
Solid timber frames
Solid core flush shutters
<u>Windows</u>
Powder coated aluminium frames with fully glazed shutters
<u>Flooring</u>
Living /Dining -vitrified tiles
Master bedroom - wooden tiles
Other bedrooms Vitrified tiles
<u>Kitchen</u>
Floor - Antiskid ceramic tiles
Countertops- Granite with steel sink
Dados- Ceramic tiles above counter top
<u>Toilet</u>
Floor - Vitrified tiles
Dados - Ceramic tiles
<u>CP and Sanitary fixtures</u>
Chromium plated fittings with high quality porcelain fixtures
<u>Electricals</u>
Superior quality concealed copper wiring, latest modular switches and miniature circuit breakers, TV socket, provision for broadband point
<u>Exterior finish</u>
Texture paint
<u>Ground Floor lobby Finish</u>
Ceiling - Gypsum/Grid false ceiling
Lift fascia - Granite /Marble
Wall cladding -Combination of tiles, marble and paint.
<u>Typical Floor lobby Finish</u>
Ceiling Gypsum /Grid false ceiling
Lift fascia Granite /Marble
Dado - Vitrified tiles and paint combination

IN WITNESS WHEREOF the Parties hereto have respectively set and subscribed their hands the day month and year first hereinabove written.

SIGNED, SEALED AND DELIVERED)

By the withinnamed "Promoters")

M/s. SEJAL SHAKTI REALTORS LLP)

Through, their Authorised Signatory/POA)

MR. ISHTIYAK ANSARI)

In the presence of _____)

1.

2.

SIGNED AND DELIVERED)

By the withinnamed "Purchaser/s")

Dr. Ravindra Baliram Deokar)

Dr. Priya Ravindra Deokar)

In the presence of _____)

1.

2.

RECEIPT

Received of and from the within named Purchaser/s a sum of **Rs. 12,89,600.00 (Rupees: Twelve Lakh Eighty Nine Thousand Six Hundred Only)** as paid by him/her/them/it to us as within mentioned the details of which are as under:

Sr. No	Date	Cheque No./ Ref No.	Drawn On	Amount (Rs.)
1	Jun 01, 2023	382915	YES BANK	1,00,000.00
2	Jun 20, 2023	382916	YES BANK	3,77,600.00
3	Jun 20, 2023	767871	YES BANK	7,50,000.00
4	Jun 20, 2023	073743	YES BANK	62,000.00
Total Amount				12,89,600.00

WE SAY RECEIVED

For M/s. SEJAL SHAKTI REALTORS LLP

Authorised Signatory/POA