

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and entered into at THANE, on this ..... day of ..... in the Christian Year **Two Thousand and Twenty Four (2024)**.

**BETWEEN**

**M/s. SIDDHI GAURAV ENTERPRISES**, PAN No. **AADAS0792F**, a Joint Venture Concern constituted of **(1) M/S. SIDDHI REAL ESTATE DEVELOPERS**, a duly registered Partnership Firm, (for short called **Firm**) and **(2) M/S. SKYBUILDZ CONSTRUCTION LLP** a duly registered limited liability partnership firm, both having Office at : 4<sup>th</sup> Floor, Lake City Mall, Kapurbawdi Junction, Majiwade, Thane 400607, hereinafter referred to as "**PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its aforesaid Constituents, Partners or Partner of the said M/s. Siddhi Real Estate Developers and M/s. Skybuildz Construction LLP for the time being constituting the same, their

survivors and their respective heirs, executors and administrators) of the **ONE PART**;

**AND**

(1) **MR. SAGAR SANJAY SAKPAL** PAN No. **FSXPS9702P** having address at: 204/D, Aqua CHS, Casario, Palava City, Kalyan Shill Road, Pawar Public School, Dombivli East, Kalyan, Thane – 421 204. hereinafter referred to as the "**PURCHASER**" (which expression shall unless it be repugnant to the context or meaning thereof, in the case of individual persons, mean and include his/her/their heirs, executors, administrators and assigns and in the case of a Partnership Firm, all the Partners for the time being constituting such firm, their survivors and respective heirs, executors and assigns and in the case of a Company incorporated under the Companies Act 1956, all the successors in office and legal assignees of such Company and shall also mean and include singular and plural as also masculine and feminine gender wherever the context so requires) of the **OTHER PART**.

**WHEREAS:**

- A) At all the relevant time M/S. G. M. FINANCE & TRADING COMPANY (hereinafter referred to as **G. M. FINANCE**) was the absolute owner and fully seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of the land totally admeasuring 17461 Sq. Mtrs., bearing Old Survey Nos.124/1, 128/2P, 129/5/2P and 129/5/3P, all situated at- Village Balkum and now bearing New Survey Nos. 81/1, 87/2P, 88/5/2P and 88/5/3P now situated at- Village Dhokali, Thane, Taluka and District Thane, Registration District & Sub-District Thane and within the limits of Thane Municipal Corporation (hereinafter referred to as the **SAID LAND-A**).
- B) By and under Agreement for Development and Power of Attorney, both dated 30th April, 2003 (hereinafter referred to as **Agreement-A** and **Power of Attorney-A**), M/s. Siddhi Real Estate Developers, a duly registered Partnership Firm (hereinafter referred to as **Said Firm**) has acquired from G. M. FINANCE the rights of development of the Said Land-A and agreed to purchase the same for the consideration and upon the terms and conditions contained therein.
- C) At all the relevant time G. M. Finance was the absolute owner and fully seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of N.A. land totally admeasuring 2-H. 12-R. 09-P. i.e. about 21209 sq. mts. bearing Old Survey Nos. 126, 127, 128/2P and 129/5/2P and 129/5/3P situated at- Village Balkum and now New Survey Nos. 84, 85, 87/2P and 88/5/2P and 88/5/3P now situated at-Village Dhokali, Thane, Taluka and District Thane , Registration District & Sub-District Thane and within the limits of Thane Municipal Corporation (hereinafter referred to as the **SAID LAND-B**).
- D) By and under registered Agreement for Development and Power of Attorney, both dated 31st March, 2004 (hereinafter referred to as **Agreement-B** and

- Power of Attorney-B**), the Said Firm has acquired from the said G.M. Finance the rights of Development in respect of the Said Land-B and agreed to purchase the same for the consideration and upon the terms and conditions contained therein.
- E)** Recently the said G. M. Finance has executed a Deed of Conveyance dated 05/04/2008 in favour of the Said Firm, duly registered at Sr. No. 2056/2008 in the office of Sub Registrar Thane and thereby has sold and transferred the Said Land-A and Said Land-B amongst other lands to the Said Firm. In the result the Said Firm became the absolute owner and fully seized and possessed of and otherwise well and sufficiently entitled to the Said Land-A and Said Land-B.
- F)** At all the relevant time SMT. YAMUNABAI DEO PATIL AND OTHERS (hereinafter referred to as **YAMUNABAI & OTHERS**) was the absolute owner and fully seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of the N.A. land totally admeasuring 0-H, 88-R, 0-P i.e. about 8800 sq. mts. bearing Old Survey No. 306/5 situated at- village Balkum and and New Survey No. 66/5 now situated at- village Dhokali, Tal. & Dist. Thane, Registration District & Sub-District Thane and within the limits of Thane Municipal Corporation (hereinafter referred to as the **SAID LARGER LAND-C**). Said Smt. Yamunabai & others had made and executed Agreement with Shri. Rajdaksh Mahendra Sharma and Shri. Kapil Mahendra Sharma to give rights of development and to sell the Said Larger Land-C. Subsequently a registered Agreement came to be made between said Smt. Yamunabai & Others and the said Shri. Rajdaksh Mahendra Sharma and Shri. Kapil Mahendra Sharma as Confirming Parties and the Said Firm and thereby all the rights of development of the Said Larger Land-C came to be given to the Said Firm.
- G)** By and under registered Sale Deed dated 29/12/2005, registered at Sr. No. TNN-5/641/2006 in the office of Sub Registrar Thane, executed by said Smt. Yamunabai & Others through their Constituted Attorney as the Vendors, Shri. Rajdaksh Mahendra Sharma and Shri. Kapil Mahendra Sharma as the First Confirming Party, the Said Firm as the Second Confirming Party and Shri. Kunal Pravinchandra Gala and others (hereinafter referred to as **KUNAL & OTHERS**) as the Purchasers, the said Kunal & Others have purchased and acquired the Said Larger Land-C.
- H)** By registered Agreement dated 28<sup>th</sup> June 2006, registered at Sr. No. TNN-2/7902/2007 in the office of Sub Registrar Thane (hereinafter referred to as **Agreement-C**) and by and under a registered Power of Attorney dated 28<sup>th</sup> June 2006, registered at Sr. No.7903/2007 in the office Sub Registrar Thane as Annexure to a Deed of Confirmation dated 30<sup>th</sup> October 2007 (hereinafter referred to as **Power of Attorney-C**), said Kunal & Others have given to the Said Firm rights of development in respect of a part portion admeasuring 401

sq. mts. out of the Said Larger Land-C (hereinafter referred to as **Said Land-C**) and have also agreed to sell and transfer the same to the Said Firm and/or its nominees or assigns.

- I) By and under diverse Agreements and Power of Attorneys, duly registered in the office of Sub Registrar Thane, the Said Firm acquired from various owners the rights of development in respect of various pieces and parcels of land owned, held and possessed by them, all situated at Village Dhokali Thane (West) Taluka and District Thane Registration District & Sub-District Thane and within the limits of Thane Municipal Corporation and the details in these regards is given herein below:

Old S. No. & Hissa No. of village Balkum	New S.No. & Hissa No. of village Dhokali	Abbreviation
125/3, 125/6B	82/3, 82/6B	Land-D
125/5B, 125/5D, 233/5/6, 233/5/9, 233/5/12	82/5B, 82/5D, 86/5/6, 86/5/9, 86/5/12	Land-E
123/2A, 233/4B, 233/5/1, 233/5/10	80/2A, 86/4B, 86/5/1, 86/5/10	Land-F
122/2BPt, 123/2B, 125/5A, 125/6D, 125/6E, 233/5/5, 233/5/7, 233/5/15	79/2B, 80/2B, 82/5A, 82/6D, 82/6E, 86/5/5, 86/5/6, 86/5/15	Land-G
122/1, 122/2A, 125/5C, 125/6A, 233/5/3, 233/5/4, 233/5/8, 233/5/13	79/1, 79/2A, 82/5C, 82/6A, 86/5/3, 86/5/4, 86/5/8, 86/5/13	Land-H
122/3Pt, 125/2, 125/4, 233/1, 233/2	79/3, 82/2, 82/4, 86/1, 86/2	Land-I
233/4A	86/4A	Land-J
233/3	86/3	Land-K
125/6C, 233/5/2, 233/5/11, 233/5/14	82/6C, 86/5/2, 86/5/11, 86/5/14	Land-L
123/1P	80/1P	Land-M

- J) The aforesaid Land-A to Land-M are all contiguous and abutting each other.
- K) In part performance of such diverse Agreements and Power of Attorneys, the respective owners of the aforesaid Land-D to Land-M placed the Said Firm in exclusive, actual, physical and legal possession of the aforesaid Land-D to Land-M. By virtue of such diverse Agreements and Power of Attorneys, the Said Firm became entitled to develop the aforesaid Land-D to Land-M by constructing buildings thereon and to sell the flats and premises therein to third party Purchasers on ownership basis.
- L) In the year 2008, the respective owners of the Said Land-D to Land-M, through their Constituted Attorneys, have made and executed diverse Deeds of Conveyance, which are registered in the office of Sub Registrar Thane, and

thereby have sold and transferred the Said Land-D to Said Land-M to the Said Firm. As such the Said Firm has become the absolute owner and fully seized and possessed of and otherwise well and sufficiently entitled the Said Land-D to Said Land-M.

- M) There is a 25 mtr. wide Development Plan Road (**D. P. Road**) passing through the aforesaid Land-A to Land-M by which the same are divided into three parts, namely i) **Plot-A** on the western side of the said D. P. Road, ii) **Plot-B** on the South-East side of the said D. P. Road and iii) **Plot-C** on the Eastern side of the said D. P. Road. The Plan showing the boundaries of the aforesaid Land-A to Land-M, the aforesaid D. P. Road and the aforesaid Plot-A, Plot-B and Plot-C is annexed hereto marked "**Annexure-A**".
- N) A part portion out of the Said Plot-A towards the South-East corner thereof (**Amenity Space No. I**) and another part portion towards the Northern side thereof and on the Western side of D. P. Road (**Amenity Space No. II**) has been handed over to the Thane Municipal Corporation. Yet another Part portion out of the Said Plot-A towards North side thereof is reserved for Secondary School No. 9 as per the Sanctioned Development Plan of the Thane Municipal Corporation (hereinafter referred to as **School Plot**). The Amenity Space No. I, Amenity Space No. II and School Plot are shown **Hatched** on the plan annexed hereto marked **Annexure-A**.
- O) With a view of developing the Said Plot-A, Plot-B and Plot-C together with the remaining portion of the aforesaid Land-A to Land-C by constructing a complex of several multi storey buildings by using, consuming and utilizing entire Floor Space Index (**FSI**) and Transferable Development Rights (**TDR**) of the Said Plot-A, Plot-B, Plot-C and remaining portion of the aforesaid Land-A to Land-C as also by using, consuming and utilizing potential Transferable Development Rights (**TDR**) in respect of the aforesaid Plot-A, Plot-B, Plot-C and remaining portion of the aforesaid Land-A to Land-C and to sell and transfer flats and premises therein to third party Purchasers on ownership basis by executing Agreements, the said firm has appointed an Architect and Structural Engineer for the project.
- P) The said firm initially submitted various layouts and construction plans for Development of Said Plot-A, Plot-B and Plot-C to the Said Corporation for its sanction and approval and got the plans and layout sanctioned and approved from the Said Corporation.
- Q) With all necessary permissions, approvals and sanctions, a part portion of the aforesaid Plot-B has already been developed by a third party to whom the Said Firm gave rights of development in respect thereof, with the construction of a complex of Four multi storey buildings, named as Kalpvriksha and the flats and premises therein have been sold by such third party to various Purchasers/Investors on ownership basis and Co-operative Housing Societies of such buildings have been formed and registered under the provisions of Maharashtra Co-operative Societies Act 1960 and Rules made there under.

Likewise, with all necessary permissions, approvals and sanctions, remaining part portion of the aforesaid Plot-B has also been developed by another third party to whom the Said Firm gave rights of development in respect thereof, with the construction of Two multi storey buildings named as Highland Annex and the flats and premises therein have been sold by such another third party to various Purchasers/Investors on ownership basis, and the Co-operative Society/ies for the same have been formed.

- R) With all necessary permissions, approvals and sanctions, the Said Firm has developed the aforesaid Plot-C by constructing a multi storey building thereon and has sold the premises therein to different individuals and the same is known as Bhoir Wadi.
- S) The Said Firm alone had the sole and exclusive rights to develop the remaining part portion admeasuring about 27001.36 Sq. mtrs. forming part of the aforesaid Land-A to Land-C with amalgamation thereof with the aforesaid Plot-A and to sell the flats/premises there from to the third party and to enter into Agreements with them and to receive the sale price or consideration in respect thereof (aforesaid Land-A to Land-C together with Plot-A are hereinafter collectively referred to as the **PROJECT LAND**). The boundaries of the Project Land are shown by **Dash Dotted Lines** on the plan annexed hereto marked **Annexure-A**. The Project Land is more particularly described in the **FIRST SCHEDULE** hereunder written. While developing the Project Land, the Promoters had proposed to construct several multi storey buildings by using, consuming and utilizing entire Floor Space Index (FSI) and also by using, consuming and utilizing potential Transferable Development Rights (TDR) of the Project Land.
- T) The Competent Authority appointed under Urban Land (Ceiling and Regulations) Act 1976, (hereinafter referred to as **ULC Act**) has passed Orders in respect of the aforesaid Land-A to Land-C holding that the same are Retainable Lands being within the prescribed ceiling limits and the details of which are as follows :-
- i. Land-A and Land-B – Order vide No. ULC/TA/T-1/Balkum/SR-200 dtd. 28/09/2007.
  - ii. Land-C – Order vide No. ULC/TA/T-1/Balkum/SR-244 dtd. 02/09/1989 & dtd. 09/02/2001.
- The aforesaid Orders passed under ULC Act are hereinafter collectively referred to as the **ULC Orders** and copies thereof are annexed hereto marked "**Annexure-B**" collectively.
- U) The District Collector Thane, by Orders passed under the provisions of Maharashtra Land Revenue Code 1996, has granted permissions for Non Agricultural use of the aforesaid Land-A to Land-C and the details about the same are as follows :-
- i) Land-A and Land-B – Order vide No. Mahsul/K-1/T-1/NAP/SR-61/2003 dtd. 10/10/2003.

- ii) Land-C – a) Order vide No. Mahsul/K-1/T-1/NAP/SR-96/2003 dtd. 03/12/2003 (Residential) b) Order vide No. Mahsul/K-1/T-1/NAP/SR-185/2008 dtd. 03/07/2008 (Commercial).

The aforesaid Orders passed the District Collector Thane are hereinafter collectively referred to as the **N. A. Orders** and copies thereof are annexed hereto marked "**Annexure-C**" collectively.

- V) With all necessary permissions, approvals and sanctions, the part of Project Land has also been developed by the Said Firm, with the construction of a complex of Nineteen (19) buildings, each having Ground plus Seven Upper Floors, named as Highland Residency, with the use and utilization of total FSI 29255.43 sq.mts. and the flats and premises therein have been sold by the Said Firm to various Purchaser's/Investor's on ownership basis by executing agreements under the provisions of the Maharashtra Ownership Flats (Regulation and Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "**THE MOFA**") and Rules made there under and Co-operative Housing Societies of such buildings in the said Highland Residency Complex have been formed and registered under the provisions of Maharashtra Co-operative Societies Act 1960 and Rules made there under.
- W) Further, with all necessary permissions, approvals and sanctions, the Said Firm in Joint-Venture with Chevron Properties Pvt. Ltd., has developed a part portion out of the Project Land, the boundaries whereof are shown by **Dash lines** on the plan annexed hereto marked **Annexure-A**, which included 25 mtr. wide D. P. Road area (hereinafter referred to as **Part-A**) with the construction of two multi storey Towers, each having Stilt plus Fifteen Upper Floors, with the use and utilization of FSI 7694.69 sq.mts. named as Twinkle Towers-A and B and has sold the flats and premises therein to various Purchaser's/Investor's on ownership basis by executing agreements under the provisions of MOFA and Rules made there under and a Co-operative Housing Society under the provisions of The Maharashtra Co-operative Societies Act 1960 and Rules made there under of such two towers is formed and registered.
- X) The Said Firm and Twinkle Realtors Pvt. Ltd. have made and executed Agreement for Joint-Venture dtd. 9th May 2007 by and between themselves (hereinafter referred to as J. V. Agreement) and thereby have constituted a Joint-Venture Concern by name M/s. Siddhi Gaurav Enterprises i.e. the Promoters hereto and have agreed to develop through the Promoters hereto the Project Land.
- Y) The Promoters viz. a Joint Venture M/s. Siddhi Gaurav Enterprises earlier was consisting of 1) the said Firm i.e M/s Siddhi Real Estate Developers and 2) a private limited company viz. Mirah Realtors Pvt. Limited (previously known as Twinkle Realtors Pvt. Ltd) as its constituents. However, by and under Supplementary Joint Venture Agreement dated 27th June 2016, Skybuildz

Construction LLP was admitted into the said Joint Venture M/s Siddhi Gaurav Enterprises and said Mirah Realtors Pvt. Limited retired.

- Z)** By the said J. V. Agreement, the Promoters hereto have thus become entitled to develop the Project Land by constructing a complex of several multi storey buildings in the manner as aforesaid and as per the plans as may be approved by the Thane Municipal Corporation (hereinafter referred to as **TMC**) and to sell and transfer flats and premises therein to third party Purchaser on ownership basis by executing Agreements under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**THE RERA**") and Rules made there under or in any other manner.
- AA)** The Promoters have entered into a Standard Agreement with J. D. & ASSOCIATES, as the Liaisoning Architects and Suvarna Ghosh Architects as designing Architects, who are duly Registered with the Council of Architects (hereinafter referred to as the **Architects**) and M/s Epicons Consultants Pvt. Ltd., the Structural Engineers, for the purpose of development of the Project Land.
- BB)** M/s Patil Gangarkar and Co., Advocate from Mumbai, by their Title Certificates, dated 21/07/2017 have certified that the Title to the Project Land is clear and marketable and a copy thereof is annexed hereto marked "**Annexure-D**".
- CC)** Copies of 7/12 extract in respect of the Project Land are annexed hereto marked "**Annexure-E**".
- DD)** The Said Firm has submitted plans, which were revised/amended from time to time, for construction of the eight multi storey buildings on the Project Land to the Said Corporation and the same have been approved by the Said Corporation with Commencement Certificate vide Old (V.P.No.99/089) new V. P. No.S05/0085/14 TMC/TDD/ 4192/22 dated 13/09/2022 (hereinafter referred to as the **Approved Plans and Commencement Certificate** respectively). A Copy of the Location Plan of said Approved Plans and that of the said Commencement Certificate are annexed hereto marked "**Annexure-F collectively**". The Promoters have named the complex of eight multi storey buildings to be constructed on the Project Land as **HIGHLAND PARK (Dhokali)**. The Promoters have accordingly commenced and completed the construction work of four multi storey buildings forming part of **HIGHLAND PARK (Dhokali)** as per the said Approved Plans and sold the flats and premises therein to various Purchaser/Investors on ownership basis and Co-operative Housing Societies of such buildings have been formed and registered under the provisions of Maharashtra Co-operative Societies Act 1960 and Rules made there under.
- EE)** As per the said Approved Plans, presently FSI 75087.78 sq.mts. is permitted to be utilized in the construction of buildings and FSI 2.07 sq.mts. is retained as balance FSI.

- FF)** The Promoters have further proposed to use additionally Floor Space Index (**FSI**) and/or Floating FSI and/or TDR and 0.30 Premium F.S.I. in respect of the Project Land which may become available in future and/or of any other land or property in the construction of buildings in the Project Land and for which purpose have proposed to amend/modify/revise the said Approved Plans, and obtain sanction and approval for the same from the Said Corporation and/or any other concerned authority and to carry out further construction accordingly.
- GG)** The Promoters have commenced construction of Building No. K-25, Wing A of Building No. K-25 and also propose to commence the work of construction of building Nos. K 25 Wing B and K 25 Wing C forming part of **HIGHLAND PARK (Dhokali)** as per the said Approved Plans and said Commencement Certificate, in phase manner.
- HH)** The Promoters hereby declare that neither they have any rights in respect of the said School Plot nor the same is part of development of the Project Land.
- II)** The Purchaser being interested in purchasing a Residential Flat premises in the building being constructed in the Project Land approached the Promoters and demanded from the Promoters and the Promoters have given inspection to the Purchaser of the documents of title relating to the Project Land referred to hereinabove and also of the Said Approved Plans and Said Commencement Certificate and of such other documents as are specified under the MOFA ACT and THE RERA and the rules and regulations made there under (hereinafter collectively referred to as "Said documents, permissions and sanctions"). Being fully satisfied with the inspection of aforesaid documents, the Purchaser applied to the Promoters for allotment of a Residential **Flat/Premises bearing No.2606 having 63.11 Sq. Mts. (i.e.679 Sq. Ft.) carpet on 26<sup>th</sup> floor in Building No. K-25 Wing A as per Approved Plan which is shown as BUILDING No.2 as per the Sale Plan of the Promoter in the said Highland Park (Dhokali)** (hereinafter referred to as the **Said Premises**) a floor plan whereof is annexed hereto marked **Annexure-G**.
- JJ)** The carpet area of said premises is **63.11 Sq. Mts. (i.e. 679sq. ft.)** means net usable floor area of the said premises, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said premises for exclusive use of the Purchaser or verandah area and exclusive open terrace appurtenant to the said premises for exclusive use of the Purchaser, but includes the area covered by the internal walls of the said premises. However it is expressly made it clear that while calculating the consideration for said premises the area of columns and share walls are not taken into consideration.
- KK)** In pursuance of the Purchaser having approached the Promoters for purchasing the Said Premises the parties held negotiations and have agreed upon the price and other terms and conditions in that behalf and the same are being reduced into writing herein.

- LL) By and under a Deed of Mortgage dated 05<sup>th</sup> July 2016 registered at Sr. No. TNN-5/8153/2016 on 05<sup>th</sup> July 2016 the said Joint Venture M/s Siddhi Gaurav Enterprises had created mortgage in respect of some of the Project land in favour of J. M. Financial Credit Solutions Limited on the terms and conditions as more particularly set out under the aforesaid Deed of Mortgage. The Promoters have paid the entire loan with interest to said J.M Financial Credit Solutions Limited and have obtained No Dues Certificate dated 3<sup>rd</sup> November 2020 from them. Further, the said J.M Financial Credit Solutions Limited has executed Deed of Re-conveyance in favour of the Promoters on 20<sup>th</sup> November 2020 which is registered at Sr No. TNN-12/11051/2020 in the office of Sub Registrar of Assurances, Thane.
- MM) The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- NN) The Promoter has got the project registered under the provisions of RERA with Real Estate Regulatory Authority; under Registration Number: P51700005485.
- OO) Under Section 13 of the RERA Act, the Promoters is required to execute a written Agreement for Sale of the said Premises to the Purchaser being in fact these presents and also to get registered the said Agreement under the provisions of the Registration Act, 1908.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

1) **DEFINITIONS AND PRINCIPLES OF INTERPRETATION AND CONSTRUCTION**

**DEFINITIONS:**

In this Agreement, the terms used herein shall have the following meanings save otherwise provided;

- i. **"COMPLEX"** means and include residential cum commercial Complex known as "HIGHLAND RESIDENCY" comprising of nineteen buildings, "TWINKLE TOWER" comprising of two buildings and "HIGHLAND PARK (DHOKALI)" comprising of eight buildings being constructed/to be constructed on the Project Land as described in the First Schedule hereunder, including basement, common areas and the land appurtenant thereto.
- ii. **"PROJECT LAND"** means the lands more particularly described in the First Schedule hereunder.
- iii. **"HIGHLAND RESIDENCY COMPLEX"** means fully completed residential cum commercial Complex comprising of nineteen buildings consisting of various residential Premises, Commercial Premises, Units, Shops, Offices etc. constructed on the Project Land as described in the First Schedule

hereunder, including basement, common areas and the land appurtenant thereto.

- iv. **"TWINKLE TOWER COMPLEX"** means fully completed residential cum commercial Complex comprising of two buildings consisting of various residential Premises, Commercial Premises, Units, Shops, Offices etc. constructed on the Project Land as described in the First Schedule hereunder, including basement, common areas and the land appurtenant thereto.
- v. **"HIGHLAND PARK (DHOKALI) COMPLEX"** means residential cum commercial Complex comprising of eight buildings and one more building consisting of three wing viz. Building No.K-22, Building No. K-24, Building No.K-26, Building No.K-27, Building No.K-23, Building No.K-25 Wing-A, Building No.K-25 Wing -B and Building No.K-25 Wing- C consisting of various residential Premises, Commercial Premises, Units, Shops, Offices etc. being constructed on the Project Land as described in the First Schedule hereunder, common areas and the land appurtenant thereto.
- vi. **"FIRST PHASE"** for the purpose of RERA Act means and includes construction of building comprising of 2 Podium + Stilt + 22 habitable upper floors forming part of **"HIGHLAND PARK (DHOKALI) COMPLEX"** and proposed to be constructed on the Project Land and which is depicted as building No. K-23 as per the said Approved Plans and also shown as Building No.6 & 7 in the sale plan of the promoters.
- vii. **"SECOND PHASE"** for the purpose of RERA Act means and includes construction of A wing of building No.K-25 which is shown as Building No. 2 in the sale plan of the Promoter which is presently sanctioned as Lower Podium + Upper Podium + Stilt + 32<sup>nd</sup> habitable upper floors as per the Said Approved Plans dated 13.09.2022.
- viii. **"THIRD PHASE"** for the purpose of RERA Act means and includes construction of B wing of building No. K-25 which is shown as Building No. 3 in the sale plan of the Promoter which is presently sanctioned as Lower Podium + Upper Podium + Stilt + 1<sup>st</sup> Floor as per the Said Approved Plans; however the said approved plans will be revised and amended in due course so as to use, consume and utilize the entire balance FSI/TDR and the same may be comprising of Lower Podium + Upper Podium + Stilt + 50<sup>th</sup> habitable upper floors.
- ix. **"FOURTH PHASE"** for the purpose of RERA Act means and includes construction of C wing of building No. K-25 which is shown as Building No. 4 in the sale plan of the Promoter which is presently sanctioned as Lower Podium + Upper Podium + Stilt + 1<sup>st</sup> Floor as per the Said Approved Plans; however the said approved plans will be revised and amended in due course so as to use, consume and utilize the entire

- balance FSI/TDR and the same may be comprising of Lower Podium + Upper Podium + Stilt + 50<sup>th</sup> habitable upper floors.
- x. **"SAID BUILDING"** means Building No.K-25 Wing A of the **Second Phase** to be constructed on the Project Land and which is also described as **Building No. 2** in the sale plan of the promoters.
- xi. **"COMMON AREAS"** means those areas and facilities of the buildings of the entire complex/layout which may be furnished/provided by the Promoters in, around the entire layout or near the Complex known as "HIGHLAND RESIDENCY", "TWINKLE TOWER" and "HIGHLAND PARK(DHOKALI)" for the non-exclusive general common use of the Purchasers and occupants thereof, their family members, relatives, friends, guests, officers, agents, employees and customers, access areas (other than public streets), driveways, interior and exterior parking areas other than which are sold, roofs, ramps, common seating areas, landscaped and planted areas, stairways, sewage treatment facilities (if any), lighting facilities, club house, swimming pool, or any other part of the Complex not specifically allotted to any of the individual Purchasers of the Complex by the Promoters or their assignees or nominees or predecessors in title.
- 2) The Promoters shall construct the Project known as "HIGHLAND PARK (DHOKALI)" on the Project Land in accordance with the said Approved Plans, which have been seen and approved by the Purchaser, with such variations, revisions and modifications as aforesaid and in the manner as set out elsewhere in these Presents and/or with such variations, revisions and modifications as the Promoters may consider necessary from time to time and/or as may be required by the concerned Local Authorities/Government to be made in them from time to time.  
**Provided** that the Promoters shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the said premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.
- 3) The Purchaser does hereby declare and confirm that he/she/they has/have seen and inspected all the documents referred to hereinbefore and all other documents prescribed under the provisions of RERA and Rules made thereunder including the said Approved Plans and the said Commencement Certificates and the revised/amended plans proposed to be submitted by the Promoters as stated above and all other approvals, permissions with regard to development of the Project Land and has also verified all the information given and representations made by the Promoters as stated in the Recital Clauses written hereinbefore and he/she/they is/are fully satisfied about the same and he/she/they has/have no doubts, disputes, claims, requisitions,

whatsoever in that behalf. The Purchaser does hereby state and confirm that he/she/they has/have no objection and he/she/they does/do hereby give his/her/their free and willing consent for development of the Project Land in the manner proposed by the Promoters and as stated in the relevant Recital Clauses written hereinbefore.

4) **CONDITION PRECEDENT OF SALE AND ESSENCE OF CONTRACT**

- a) The Said Firm also is the Owner and fully seized and possessed of and otherwise well and sufficiently entitled to land bearing Gut No.30 admeasuring 9735 sq. mtrs. situated at Village Chitalsar Manpada, Tal. and Dist. Thane and within the limits of the Said Corporation (hereinafter referred to as the **Said Adjoining Land**), which is abutting the Western Boundary of the Project Land. The Promoters being entitled intend to develop the Said Adjoining Land by constructing multi storey buildings thereon being the Highland Park (Manpada) Complex and to sell flats and premises therein to prospective Purchaser's/Investor's on ownership basis and to form and register society or societies of such Purchaser's/Investor's. The owners, occupiers of the Said Adjoining Land including but not limited to the prospective Purchaser's /Investor's, occupiers of the flats and premises from the building/s to be constructed on the Said Adjoining Land, their successors in title and all persons claiming through, by or under them shall have right of access to pass through the Project Land from 25 mtr. wide D. P. Road i.e. Dhokali Road for ingress and egress on foot, cart, vehicle etc. to reach and approach the Said Adjoining Land and the buildings constructed thereon. Likewise, The owners, occupiers of the Project Land including but not limited to the prospective Purchasers/occupiers of the flats and premises from the building/s to be constructed on the Project Land, their successors in title and all claiming through, by or under them shall have right of access to pass through the Said Adjoining Land from Kolshet Road for ingress and egress on foot, cart, vehicle etc. to reach and approach the Project Land and the buildings constructed thereon.
- b) The Promoters have constructed a Club House/ Recreational facilities in a part portion of the Project Land, however the Occupancy Certificate for the Club House is not yet to be obtained. It is made absolutely clear that the said Club House/Recreational Facilities shall also be made available to the owners, occupiers of the Said Adjoining Land including but not limited to the prospective Purchaser's, occupiers of the flats and premises from the building/s to be constructed on the Said Adjoining Land, their successors in title and all persons claiming through, by or under them.
- c) Aforesaid two conditions mentioned clause 4(a) and (b) are the condition precedent to sale and the Promoter has made it abundantly

clear to every purchaser of the flat/premises from the building/s constructed/to be constructed on the project land including the Purchaser herein that only if the Purchaser/s has his/her/their accord and concurrence to the aforesaid conditions and irrevocably accepts those conditions, the Promoter is ready and willing to enter into an agreement and not otherwise. This agreement being executed only because the Purchaser herein has irrevocably accepted and consented to the aforesaid conditions mentioned clause 4(a) and (b) and assures and warrants the Promoter to strictly adhere to aforesaid conditions and shall never dispute, challenge or refuse to accept the aforesaid conditions or anyone of them on the ground whatsoever it may be. This is the essence of contract.

- 5) The Promoters have specifically informed and represented to the Purchaser that the Promoters have proposed to use and utilize additional/floating FSI of the Project Land, which may become available and permissible in future and also TDR in respect of any part of the Project Land and/or any other land or property to construct some additional buildings and/or wings and/or some additional floors vertically on or to make some horizontal extensions to the buildings being constructed as per the said Approved Plans and/or as per the revised/amended plans when approved and/or as per further amended and revised plans. The Promoters, at their discretion and if deemed fit and proper by them, may amalgamate the adjoining land with the Project Land and carry out development thereof accordingly. The Promoters therefore have proposed to submit revised/modified/amended plans in respect of the development of the Project Land with the use of such additional/floating FSI and/or TDR as aforesaid. The Purchaser does hereby declare and confirm that he/she/they has/have fully understood the information given by the Promoters in the Recital Clauses written hereinbefore and he/she/they is/are fully satisfied about the same and he/she/they has/have no disputes, doubts, claims, or demands whatsoever in respect thereof and he/she/they does/do hereby agree and undertake not to raise any disputes, claims or demands whatsoever in that behalf and not to create any obstruction, obstacles or hindrance in these regards affecting the development of the Project Land and the said project. The Promoters hereto at their discretion and subject to the said D.C. Regulations of TMC may sub-divide the Project Land and / or may amalgamate the same with any other adjoining land and carry out development accordingly.
- 6) The Parties do hereby agree, record and confirm that the Recital Clauses written hereinabove are integral part of this Agreement and wherever the context so requires, the same shall constitute, be construed and be deemed to be the part and parcel of the terms and conditions of these Presents.

7) **DISCLOSURES MADE BY THE PROMOTERS AND ACCEPTED AS BINDING BY THE PURCHASER :**

NOTWITHSTANDING anything to the contrary contained elsewhere in this Agreement, during the course of negotiations and deliberations, the Promoters have explained to the Purchaser and the Purchaser has irrevocably accepted as binding on him/her/them and/or anybody claiming through or under him/her/them as follows :-

- A) The Promoters have disclosed and made available to the Purchaser all the documents and plans as referred to hereinabove and after going through the relevant documents and plans, the Purchaser has ascertained to his/her/their satisfaction and has accepted as binding upon him/her/their that :
- i) the Promoters have proposed to use and utilize additional/floating FSI of the Project Land which may become available and permissible in future and also TDR in respect of any part of the aforesaid Plot-A, and/or of the Project Land and/or any other land or property to construct some additional floors vertically on or to make some horizontal extensions to the buildings proposed to be constructed as per the said Approved Plans and/or as per the amended and revised plans. The Promoters have therefore proposed to submit Revised/Modified/Amended Plans in respect of the development of the Project Land with the use of such additional/floating FSI and/or TDR as aforesaid. The Purchaser does hereby declare and confirm that he/she/they have fully understood the aforesaid information given by the Promoters and he/she/they is/are fully satisfied about the same and he/she/they have no disputes, doubts, claims, or demands whatsoever in respect thereof and he/she/they have doth hereby agree and undertake not to raise any disputes, claims or demands whatsoever in that behalf and not to create any obstruction, obstacles or hindrance in these regards affecting the development of the Project Land and the said Highland Park (Dhokali) project. The Promoters hereto and/or the Said Firm at their discretion and subject to the D.C. Regulations of the Said Corporation may sub-divide the Project Land and/or may amalgamate the same with any other adjoining land and carry out further development accordingly.
  - ii) It is expressly made clear to the Purchaser that the Area under D. P. Road admeasuring 7236.34 Sq. Mtrs. or thereabout, area under Amenity Space No. I admeasuring 1537 Sq. Mtrs. or thereabout and area under Amenity Space No. II admeasuring 2480 sqr mtrs and area under School reservation admeasuring 4360 Sq. Mtrs or

thereabout. forming part of aforesaid Land-A to Land-M are not available for transfer to Society, Company or Association and the same is handed over to the Said TMC for use thereof for the purpose for which the same is required or reserved. As such neither the Purchaser hereto nor any of the Purchasers of the flats and premises in the said building to be constructed in the Project Land nor Society, Company or Association of such Purchasers shall have any right, title, claim or interest whatsoever in respect of the said Area under D. P. Road, the **Amenity Space No. I** and the **Amenity Space No.II and school reservation.**

- iii) By various Declarations Cum Indemnity Bonds executed by the Promoters in favour of TMC which are duly registered with the office of the Sub Registrar Thane-from time to time, the Promoters have declared having surrendered the various areas which are reserved for D.P. Road, the Amenity Space No. I and the Amenity Space No. II and school reservation unto the TMC. As per the prevailing rules, the Promoters is entitled to receive the FSI/TDR (Transferable Development Rights)/DR and/or compensation out of said portion under reservation handed over to said Corporation. The Promoters has utilized such FSI/TDR generated out of handing over land admeasuring 15613.34 Sq. Mts. reserved for D.P. Road, the **Amenity Space** and the **Amenity Space No. II** and school reservation out of aforesaid Land-A to Land-M to said Corporation, for additional construction on the Project Land.
- iv) It is expressly made clear to the Purchaser that the said Area under D. P. Road and the Amenity Space No. I and the Amenity Space No. II and school reservation are not available for transfer thereof to such Society, Company or Association and the same is handed over to the Said Corporation for use thereof for the purpose for which the same is required or reserved. As such neither the Purchaser hereto nor any of the Purchasers of the flats and premises in the buildings to be constructed in the Project Land nor Society, Company or Association of such Purchasers shall have any right, title, claim or interest whatsoever in respect of the said Area under D. P. Road and the Amenity Space No. I and the Amenity Space No. II and school reservation.
- v) The Promoters hereby declares that the Floor Space Index including TDR and premium FSI available as on date in respect of the project land is **200667.34** square meters only and Promoters are at present utilizing FSI **84060.03** sqr. Mtrs. or thereabout and FSI of **116607.31** Sqr. Mtrs. or thereabout will be utilized subsequently. The Promoter also intends to use and utilize Floor Space Index based on expectation of increased FSI which may be

available in future on modification to Development Control Regulations and/or any other law, rules and regulations such as i) MMR Rules and/or ii) relaxation of rules in respect of height restriction, which are/ may become applicable to the said Project. The Promoters has disclosed the Floor Space Index of 108765.68 sq. Mtrs. as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said premises knowing fully well about Promoter's intention to carry out further construction by utilizing and consuming the FSI of **200667.34** sq. Mtrs. on the Project Land by getting the existing layout and plans revised/ modified from the TMC.

- vi) Said proposed amendment/modification of the said Approved Plans, if sanctioned and approved by the Said TMC which is likely to be, then the Promoter shall be permitted to construct some additional floors vertically to the building Nos. K-25 Wing A, K-25 Wing B and K-25 Wing C as per the approved plan and Building Nos. 2, 3 and 4 respectively as per the Sale Plan of the Promoter. By said proposed amendment /modification of the said Approved Plans, the Promoter intend to get a permission and sanction from the concerned local authority to construct the additional floors vertically to the building No. K-25 Wing A comprising of Lower Podium + Upper Podium + Stilt +32 habitable upper Floors, K-25 Wing B and K-25 Wing C each may then be comprising of Lower Podium + Upper Podium + Stilt + 50<sup>th</sup> habitable upper Floors. In such an eventuality, the said Approved Plans would stand revised to the extent and for the purpose as aforesaid and the Promoter on obtaining sanction and approval to such revised plans shall continue and carry out work of construction of those buildings on the Project Land as per such revised approved plans. The Purchaser is specifically made aware in these regards keeping in view the provisions of the RERA. The Purchaser has seen and inspected such revised plans and understood the same and they have absolutely no objection whatsoever in respect thereof and the Promoter continuing and carrying out work of construction of additional floors vertically to the buildings as aforesaid. The Purchaser does hereby declare and confirm that he/she/they have fully understood the aforesaid information given by the Promoter and he/she/they is/are fully satisfied about the same and he/she/they have no disputes, doubts, claims, or demands whatsoever in respect thereof and he/she/they doth hereby agree and undertake not to raise any disputes, claims or demands whatsoever in that behalf and not to create any obstruction, obstacles or hindrance in these regards affecting the development

of the Said Project land and the said "HIGHLAND PARK (Dhokali)". It is specifically agreed and understood that for making aforesaid changes, the Promoter is not required to obtain any consent or concurrence from the Purchaser. Without prejudice to the above, if at all such consent or concurrence is required to be obtained from the Purchaser, then and in that case, the Purchaser hereby gives and deemed to have given his/her/their irrevocable consent and concurrence for making all and every of the aforesaid changes as may be desired by the Promoter and Purchaser shall not dispute, object or oppose to the decision of the Promoter in that behalf. This consent shall be considered to be the Purchaser consent contemplated by under The MOFA and also under The RERA Act. Copies of the proposed plans are annexed and marked as "**Annexure H Colly**" hereto.

- vii) The right of promoter to get the layout and building plans of the proposed building revised and amended, modified and/or re-designed from time to time in such manner as the promoter deems it fit and proper to use, consume and utilize the additional FSI and additional proportionate TDR generated on account of development control rules and regulation of the Mumbai Metropolitan Region (MMR) are finalized and become applicable to the said properties is also the essence of this Agreement. The Promoters have now proposed to use the balance FSI in the form of TDR and 0.30 Premium F.S.I. of 33677.90 Sq. Mtrs or thereabout and for which purpose have proposed to amend/modify/revise the said Approved Plans, and obtain sanction and approval for the same from the Said Corporation. Said proposed amendment/modification of the said Approved Plans, if sanctioned and approved by the Said Corporation which is likely to be, then the Promoters shall be permitted to construct additional floors to the buildings as disclosed hereinabove. In such an eventuality, the said Approved Plans would stand revised to the extent and for the purpose as aforesaid and the Promoters on obtaining sanction and approval to such revised plans shall continue and carry out work of construction of new buildings and/or additional floors to the buildings under construction on the Project Land as per such revised approved plans. The Purchaser is specifically made aware in these regards keeping in view the provisions of the RERA. The Purchaser has seen and inspected such revised, proposed plans and understood the same and they have absolutely no objection whatsoever in respect thereof and the Promoters continuing and carrying out work of construction of new buildings on the Project Land as per such revised, proposed

and approved plans. The Purchaser does hereby declare and confirm that he/she/they have fully understood the aforesaid information given by the Promoters and he/she/they is/are fully satisfied about the same and he/she/they have no disputes, doubts, claims, or demands whatsoever in respect thereof and he/she/they doth hereby agree and undertake not to raise any disputes, claims or demands whatsoever in that behalf and not to create any obstruction, obstacles or hindrance in these regards affecting the development of the Project Land and the said "Highland Park (Dhokali) project". The Promoters at their discretion and subject to the D.C. Regulations of the Said TMC may sub-divide the Project Land and/or may amalgamate the same with any other adjoining land and carry out further development accordingly.

- viii)** Purchaser is aware that, under the prevailing law, rules and regulations, the Promoters shall not be entitled to make any change or variation in the area of the said premises agreed to be purchased by the Purchaser under this Agreement. SAVE AND EXCEPT THE AFORESAID RESTRICTION, the Promoters shall otherwise be at liberty and is entitled, without requiring to obtain any further consent or concurrence from the Purchaser to get amended, revised, modified and/or re-designed from time to time the layout of the Project Land; to sub-divide the Project Land or to amalgamate the Project Land with any adjoining property. The Promoters further is at liberty to make the changes, modifications and amendments in the said sanctioned plans of the Project Land after approval of the same from the said Corporation. It is specifically agreed and understood that for making aforesaid changes, the Promoters is not required to obtain any consent or concurrence from the Purchaser. Without prejudice to the above, if at all such consent or concurrence is required to be obtained from the Purchaser, then and in that case, the Purchaser hereby gives and deemed to have given his/her/their irrevocable consent and concurrence for making all and every of the aforesaid changes as may be desired by the Promoters and Purchaser shall not dispute, object or oppose to the decision of the Promoters in that behalf. This consent shall be considered to be the Purchaser consent contemplated by under The MOFA and also under The RERA Act.
- ix)** The Promoter hereby declares that at present two staircases provided as per present DCR and Fire Safety Norms. As per present DCR and Fire Safety Norms, 2nd staircase is additional staircase and counted in FSI which needs to be provided compulsorily. The Promoter has made aware to the Purchaser that

the process is going on to make 2nd staircase free of FSI. If second staircase is made free of FSI, then FSI will be increased resulting to increase in the floors and height of the building. The Purchaser hereby gives his express consent for such consumption of excess FSI on said Properties which will be available as and when second staircase is made free of FSI.

x) The Promoters have made the Purchaser aware that they are going to use and utilize additional / floating FSI and/or TDR of any part of the Project Land, the Said Plot - A, the Said Land-C and/or of any other land or property which the Promoter may purchase and acquire from outside in making construction of additional floors in the buildings presently proposed to be constructed as per the said Approved Plans and/or in making construction of additional structures in the Project Land. In case during the development of the Project Land, the Promoter shall use and utilize any additional/floating FSI and/or TDR in the manner as set out herein, the extent and nature of such additional/floating FSI and/or TDR shall be disclosed by the Promoter to the Purchaser. Any FSI /TDR in respect of the Project Land, the Said Plot - A, the Said Land-C which is or which may become available in future as per the Development Control Regulations of the Said Corporation which are presently in force and/or which may come in force in future and/or any FSI/ FAR which may become available by way of TDR of any other land to be utilized in the Project Land as per the Development Control Regulations of the said Corporation for the time being in force and if such FSI/FAR/TDR is not consumed by the Promoter in the construction of the buildings in the Project Land the same shall, even after registration of the Society, Company or Association of the Purchasers of the premises in the buildings to be constructed on the Project Land and even after the execution of the conveyance of the common area of the Complex forming part of the Project Land by the Promoter in favour of such Federation of Society, Company or Associations in the manner as set out herein, always belong to the Promoter hereto and the same shall be the property of the Promoter and the Promoter and/or their assignees shall always be free and entitled to use and utilize such unused FSI/FAR/TDR for further construction in the Project Land by way of any additions of the floors or by way of additions of any other structures to the building constructed in the Project Land.

xi) Though, the Promoter herein, is well and sufficiently entitled to develop the Project Land by consuming available F.S.I. of 108765.68 sq. mtrs or thereabout including TDR/DR of

approximately 54382.84 Sq. Mtrs. and additional FSI to the extent of 0.30 of the Net Plot area i.e. of approximately 14186.82 Sq. Mtrs. on payment of premium to the Thane Municipal Corporation, in respect of the Project Land, the Promoter at present intends to utilize and consume the F.S.I. of 75087.78 Sq. Mtrs or thereabout in respect of the Project Land by reserving their right to utilize the balance F.S.I. in future.

- xii) As per the Government Notification dated 02.05.2016, the Promoter is entitled to consume the TDR to the extent of 1.15 of the Net Plot area after deducting area under amenities /reservation, on the Project Land which TDR/DR comes to approximately 54382.84 Sq. Mtrs. Likewise, the Promoter is also entitled to addition FSI to the extent of 0.30 of the Net Plot area after deducting area under amenities/reservation, on payment of premium to the Thane Municipal Corporation which FSI comes to approximately 14186.82 Sq. Mtrs.. Thus, Promoter is therefore still entitled to load and consume the TDR/DR admeasuring about 33677.90 Sq. Mtrs. by constructing additional Floors on the building No. K-25 ( A, B and/or C Wing) as per sanction plan and corresponding Building No. 2, 3 and/or 4 as per sale plan of the Promoter under construction on the Project Land or by constructing additional building/s on the Project Land depending on the sole discretion of the Promoter.
- xiii) As per the prevailing rules and regulation pertaining to height of the building, the Promoter is permitted to construct a building/s with maximum height of 92 meters i.e. approximately upto Lower Podium + Upper Podium + Stilt + 1<sup>st</sup> to 27<sup>th</sup> floor. Because of this height restriction of the building, the Promoter is unable to consume entire available TDR/DR on the Project Land and therefore TDR/DR to the extent of 11490.82 Sq. Mtrs. or thereabout is still remained to be consumed. However, the process of eliminating the existing height restriction is going on and existing height restriction is likely to be relaxed resulting into Promoter being allowed/permitted to construct building/s having height of more than 92 meters. In such eventuality, the Promoter will be able to consume balance TDR/DR to the extent of 11490.82 Sq. Mtrs. or thereabout by constructing additional Floors on the building No. K-25 ( A, B and/or C Wing) as per sanction plan and corresponding Building No. 2, 3 and/or 4 as per sale plan of the Promoter under construction on the Project Land or by constructing additional building/s on the Project Land depending on the sole discretion of the Promoter. The Promoter has, by anticipating proposed relaxation in height restriction, prepared

R.C.C. design in such manner so that it could easily bear load of additional floors.

- xiv) The Promoter has specifically informed and represented to the Purchaser/s that the Promoter herein has proposed to construct some additional floors vertically to the building No. K-25 (A, B and/or C Wing) with the use and utilization of TDR /DR/additional FSI as per DCR /proposed MMR by acquiring TDR /DR/ Additional FSI from open market/ TMC of any other land and also by use and utilization of addition FSI acquired from the Thane Municipal Corporation on payment of premium as may be permissible as per D.C. Regulations.
- xv) The Promoters specifically makes it clear that there may be a situation where the said premises is ready for handing over of possession to the Purchaser, however facility of the Club House could not be provided to the Purchaser and other flat purchasers, for the reason not having an Occupation Certificate, but the Promoters duty bound and undertakes to provide the Club House facility to the Purchaser and other flat purchasers on or before completion of Phase 4, if not provided at the time of handing over of possession to the Purchaser. The Promoter agrees, confirms and declares that the Purchaser shall have right to use and utilize the Club House with swimming pool as and when provided subject to the Purchaser paying the monthly charges towards maintenance, any other applicable charges in respect of the same and also taxes thereon, regularly.
- 8) The Promoters shall construct the buildings in the Project Land in accordance with the said Approved Plans which have been seen and approved by the Purchaser, with such variations, revisions and modifications as aforesaid and in the manner as set out elsewhere in these presents and/or with such variations, revisions and modifications as the Promoters may consider necessary from time to time and/or as may be required by the concerned Local Authorities/Government to be made in them from time to time.
- 9) (a) The Purchaser does hereby agree to purchase and acquire from the Promoters and the Promoters do hereby agree to sell and allot to the Purchaser a Residential Flat bearing **No.2606 having 63.11 Sq. Mts. (i.e. 679 sq. Ft.) carpet area on 26<sup>th</sup> floor in Building No.K-25, Wing A as per Sanction Plan which is shown as BUILDING No.2 as per the Sale Plan of the Promoter**, being constructed on the Project Land in the said Highland Park (Dhokali) i.e. the Said Premises, a Floor Plan whereof is annexed hereto marked Annexure-G and more particularly described in the **SECOND SCHEDULE** hereunder written on ownership

basis at or for the price Consideration of **Rs. 1,06,82,000/- (Rupees One Crore Six Lakh Eighty Two Thousand Only)** including **Rs.NIL/-** being the proportionate price of the common areas and facilities appurtenant to the premises and the nature, extent and description of common areas and facilities are more particularly described in the **THIRD SCHEDULE** hereunder written.

- (b) The Purchaser has paid on or before execution of this agreement a sum of **Rs. 2,00,001/- (Rupees Two Lakh & One Only)** as advance payment or application fee and hereby agrees to pay to the Promoters the balance amount of **Rs. 1,04,81,999/- (Rupees One Crore Four Lakh Eighty One Thousand Nine Hundred And Ninety Nine Only)** in the following manner:

10%	of total consideration on Booking	10,68,200
20%	of total consideration after Agreement	21,36,400
15%	of total consideration on completion of Plinth	16,02,300
1%	of total consideration on completion of 2 <sup>nd</sup> Slab	1,06,820
1%	of total consideration on completion of 4 <sup>th</sup> Slab	1,06,820
1%	of total consideration on completion of 6 <sup>th</sup> Slab	1,06,820
1%	of total consideration on completion of 8 <sup>th</sup> Slab	1,06,820
1%	of total consideration on completion of 10 <sup>th</sup> Slab	1,06,820
1%	of total consideration on completion of 12 <sup>th</sup> Slab	1,06,820
1%	of total consideration on completion of 14 <sup>th</sup> Slab	1,06,820
1%	of total consideration on completion of 16 <sup>th</sup> Slab	1,06,820
1%	of total consideration on completion of 18 <sup>th</sup> Slab	1,06,820
1%	of total consideration on completion of 20 <sup>th</sup> Slab	1,06,820
2%	of total consideration on completion of 22 <sup>nd</sup> Slab	2,13,640
2%	of total consideration on completion of 24 <sup>th</sup> slab	2,13,640
2%	of total consideration on completion of 26 <sup>th</sup> slab	2,13,640
2%	of total consideration on completion of 28 <sup>th</sup> Slab	2,13,640
2%	of total consideration on completion of 30 <sup>th</sup> Slab	2,13,640
2%	of total consideration on completion of 32 <sup>nd</sup> Slab	2,13,640
1%	of total consideration on completion of 33 <sup>rd</sup> Slab	1,06,820
2%	of total consideration on completion of Terrace Slab	2,13,640
2.5%	of total consideration on completion of Internal Walls	2,67,050
2.5%	of total consideration on completion of Internal Plaster	2,67,050
2.00%	of total consideration on completion of Staircase	2,13,640
2.00%	of total consideration on completion of Lobbies upto floor level	2,13,640
2.50%	of total consideration on completion of External Plumbing	2,67,050

1.00%	of total consideration on completion of Elevation & Lift Well	1,06,820
2.50%	of total consideration on completion of Terrace with water proofing	2,67,050
2%	of total consideration on completion of Lifts	2,13,640
2%	of total consideration on entrance Lobby	2,13,640
1.50%	of total consideration on completion of UG Tanks	1,60,230
1.50%	of total consideration on completion of Electrical works	1,60,230
1.50%	of total consideration on completion of STP & dg requirements	1,60,230
1.50%	of total consideration on completion of Paving	1,60,230
5%	of total consideration before Possession	5,34,100
<b>100%</b>	<b>Total</b>	<b>1,06,82,000</b>

- (c) The amount due to be paid by the Purchaser to the Promoter as on today as per the progress of work after deducting the amount paid by you is **Rs.77,58,089/- (Rupees Seventy Seven Lakh Fifty Eight Thousand And Eighty Nine Only)** which should be paid within 15 days from date of Registration. The total price above excludes taxes (consisting of tax paid or payable by the Promoter by way of Goods Service Tax (GST), Value Added Tax (VAT), Service Tax, cess or any other taxes of the Central Government, State Government or any other local body/authority) in connection with or arising out of the present transaction of sell of said premises by the Promoter to the Purchaser and/or consideration paid/to be paid by the Purchaser to the Promoter. The Purchaser undertakes to bear and pay or reimburse to the Promoter, as the case may be, the amount of Goods Service Tax (GST), Value Added Tax (VAT), Service Tax, cess or any other taxes paid or to be paid by the Promoter to the Central Government, State Government and/or any other local body/authority, immediately on demand being made by the Promoter in this regard or on the date on which they become due and payable, whichever is earlier.
- (d) It is made clear that till 30/06/2017, the service tax payable as per applicable laws and rules shall be payable by the Purchaser and from 01/07/2017, the GST as per applicable laws and rules is liable to be paid by the Purchaser.
- (e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while

raising demand on the Purchaser for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter shall enclose, the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

- (f) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the said Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three per cent. The total price payable for the carpet shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by the Purchaser within forty-five days with interest rate of 2% p.a. above the marginal cost of lending rate of the State Bank of India, from the date when such excess was paid by the Purchaser. If there is any increase in the carpet area allotted to the Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 9 (a) of this Agreement.
- (g) The Purchaser authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoters to adjust his payments in any manner. It is clarified and the Purchaser accords his/her/their irrevocable consent to the Promoters to appropriate any payment made by him/her/them, notwithstanding any communication to the contrary, in the following manner;
- (i) Firstly towards any cheque bounce charges in case of dishonour of cheque and any other administrative expense incurred by the Promoters.
  - (ii) Secondly towards interest as on date of delayed payments.
  - (iii) Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of amount/s due and payable by the Purchaser under this Agreement.
  - (iv) Fourthly towards outstanding dues including Purchase Price and other amounts payable by the Purchaser.
- (h) The Purchaser is aware in accordance with section 194 IA of the Income Tax Act, 1961, TDS has to be deducted @ 1% of the consideration including the amount of taxes, if any, while making payment to/crediting the account of the Promoters under this Agreement. The amounts so

deducted by the Purchaser are required to be paid to the Income Tax Authorities on or before the last day of the next English Calendar month. As required under the Income Tax Act, 1961, the amount of TDS deducted shall be paid by the purchaser electronically only by using Form No.26QB. The TDS shall be acknowledged/credited by the Promoters, only upon the Purchaser submitting the original TDS Certificate within 15 days from the end of the month in which such payment was made or credit was given and the amount of TDS as mentioned in the certificate matches with the date available with the Income Tax Department concerning the tax deducted at source on behalf of the Promoters in the prescribed Form No.26AS of the Promoters. The Purchaser further agrees and undertakes that if the Purchaser fails and/or neglects to deduct the tax at source or fails to pay the same after deduction to the Income Tax Authorities, the Purchaser alone shall be deemed to be an assessee-in-default in respect of such tax and the Promoters shall not be liable for any statutory obligations/liability for non-payment of such TDS.

- 10) The Purchaser shall pay the aforesaid installments on respective due dates strictly without any delay or default as time in respect thereof is made essence of the contract. The Promoters shall send the Demand Notice to the Purchaser at the address given by the Purchaser in this Agreement whenever such installments have become due and payable and the Purchaser shall be bound to pay the amount of the installments within eight days from receipt of such Demand Notice sent by Courier or Speed Post. In the event of the Purchaser making any delay or defaults in making payment of any of the aforesaid installments on due dates the Promoters shall be entitled to recover from the Purchaser and the Purchaser agrees to pay to the Promoter, interest at the rate of 2% p.a. above the marginal cost of lending rate of the State Bank Of India, for every on all the delayed payment which become due and payable by the Purchaser to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Promoters.
- 11) Without prejudice to the right of the Promoters to charge interest in terms of clause above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Promoters shall at their own option, may terminate this Agreement. It is further agreed that on the Purchaser committing default in payment on the due dates all or any of the installments and/or other amounts referred herein and payable under this Agreement or if the Purchaser commits breach of any of the terms and

conditions contained herein and to be observed and performed by the Purchaser then and in that case without prejudice to their other rights under the this Agreement and under the law the Promoters shall be entitled at Promoters' sole discretion an option to terminate this Agreement.

PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Promoters after giving to the Purchaser 15 days prior notice in writing, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of their intention to terminate this Agreement and specifying the breaches of the terms and conditions on account of which the Promoters intend to terminate this Agreement and if the Purchaser continues the default in remedying such breaches as mentioned in the said notice then, upon expiry of the notice period this Agreement shall stand terminated without any further notice being required to be given or without any further act required to be performed by the Promoters.

It is further agreed that upon termination of this Agreement as provided herein, the Promoters shall, subject to deductions provided herein, refund to the Purchaser within a period of thirty days of the termination, the installments of the sale consideration of the Agreement which may till then have been paid by the Purchaser to the Promoters. The Promoters shall be entitled to deduct a sum equal to 10% of the total consideration amount as liquidated damages, an amount of Goods Service Tax (GST), Value Added Tax (VAT), Service Tax, cess or any other taxes till then paid by the Promoters and further amount of Goods Service Tax (GST), Value Added Tax (VAT), Service Tax, cess or any other taxes which till then become due and payable, though not paid, along with accrued interest, fine, penalty etc, if any, thereon, from the amount so to be refunded to the Purchaser. The Promoters shall also be entitled to deduct an amount of brokerage charges, if any, paid by the Promoter and also an amount accumulated towards interest payable by the Purchaser on any default payment as per the terms of this agreement, from the amount to be refunded to the Purchaser. No interest shall be paid by Promoters to the Purchaser on such refundable amount. Upon termination of this Agreement pending refund of the amount as aforesaid the Promoters shall be at liberty to dispose of and sell the said Premises to any third party at such price and on such terms and conditions as the Promoters may desire and think fit in Promoters' sole discretion without being requiring to obtain any consent from the Purchaser.

- 12) Time is essence for the Promoters as well as the Purchaser. The Promoters shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser and the common areas to the association of the Purchasers after procuring the occupancy certificate or the completion certificate of both, as the case may be. Similarly, the Purchaser shall make

timely payments of the installments and other dues payable by him/her/them and meeting the other dues payable by him/her/them and meeting the other obligations under the Agreement subject to simultaneous completion of construction by the Promoters as provided herein above.

- 13) The fixtures and fittings with regards to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Promoter in the said building and the said premises as are set out in "**Annexure I**" annexed hereto.
- 14) The Purchaser/s is/are aware that though the completion/ possession date in respect of the Said Building as mentioned on the website of MahaRERA is December 2024, the Promoters have clearly made the Purchaser/s aware of and the Purchaser/s agree/s that, the Promoters shall give possession of the said Premises to the Purchaser on or before **DECEMBER-2025 PROVIDED** always that the Promoters shall be entitled to reasonable extension of time for giving possession of the said Premises on or before the date, if the completion of the Building in which the said Premises is situated is delayed on account of:
- i) Non- availability of steel, cement, other building materials, water or electric supply; or
  - ii) War or like situation, civil commotion, strikes, riots, accident or any act of God or by reason of any national or international happenings or events and the resultant repercussions or its effect thereof directly or indirectly to the date of offer of possession;
  - iii) Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and/or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
  - iv) Economic downturn;
  - v) Any other eventuality which is beyond the control of the Promoters including precarious financial condition of the Promoters and/or economic downswing in real estate or any other industry;
  - vi) Any force majeure circumstances or conditions or other causes beyond the control of or unforeseen by the Promoters or its agents including strikes or agitation by the workers or labourers of the Promoters or the Contractor or suppliers.
  - vii) changes in any rules, regulation, bye-laws of various statutory bodies or authorities affecting the development of the project; or
  - viii) delay in grant of any NOC/permission/licence/connections for installation of any services, such as lifts, electricity and water connections and meters to the Project/ premises/road or completion certificate from appropriate authority; or

- ix) Delay in issue of the Occupation Certificate and/or any other certificates and/or grant of any permission, sanction, approval and/or order, as may be required in respect of the development of the project, by the TMC or any other concerned authority.

The Promoters in due course shall apply for extension of completion period to the MahaRERA Authority. The Purchaser/s undertake/s not to claim or demand the possession of the Said Premises before December 2025. In the event of the happening of any of the aforesaid events the period of possession shall automatically stand extended further from December 2025. Non payment of consideration and of other dues by the Purchaser and other Purchasers of premises in the building strictly as per time Schedule stipulated in their respective Agreements shall be construed as one of the circumstances beyond the control of Promoters.

If the Promoters fail or neglect to give possession of the said premises to the Purchaser on account of reasons beyond its control and of its agents as referred hereinabove, by the aforesaid date or the date and if the Purchaser intends to withdraw from the project, then the Promoters shall be liable on demand, to refund to the Purchaser the amounts already received by them in respect of the said premises with interest at the rate of 2% p.a. above the marginal cost of lending rate of the State Bank Of India from the date Promoters received the sum till the entire amounts and interest thereon is repaid.

If the Promoters fail to abide by the time schedule for completing the project and handing over the said premises to the Purchaser, the Promoters agree to pay to the Purchaser, who does not intend to withdraw from the project, interest at the rate of 2% p.a. above the marginal cost of lending rate of the State Bank Of India, on all amounts paid by the Purchaser, for every month of delay, till the handing over of the possession of the said premises.

IT is agreed that upon refund of the said amount as stated hereinabove, the purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoters or against the said premises or against the Project Land in any manner whatsoever and the Promoters shall be entitled to deal with or dispose of the said premises to any person or party as the Promoters may desire at their absolute discretion.

- 15) The Promoters, upon obtaining the occupancy certificate from the competent authority and on receipt of entire consideration and other sums from the Purchaser as per the agreement, shall offer in writing the possession of the said premises, to the Purchaser in terms of this Agreement to be taken within three months from the date of issue of such notice and the Promoters shall give possession of the said premises to the Purchaser. The Purchaser agrees to pay the maintenance charges as determined by the Promoter. The

Promoters on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Phase.

- 16) The Purchaser shall take possession of the said premises within 15 days of the written notice from the Promoters as per clause 15 to the Purchaser intimating that the said premises are ready for use and occupancy.
- 17) Upon receiving a written intimation from the Promoters, the Purchaser shall take possession of the said premises from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said premises to the Purchaser. In the case the Purchaser fails to take possession within the time provided herein, such Purchaser shall continue to be liable to pay maintenance charges as applicable.
- 18) Within 15 days after notice in writing is given by the Promoters to the Purchaser that the said premises is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said premises) of outgoings in respect of the project land and said Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers, and other common amenities maintenance charges and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Federation of the Societies is formed the said project land along with the buildings, is transferred to it, the Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoters such provisional monthly contribution of **Rs.3,395/-** per month towards the outgoings on or before 5<sup>th</sup> day of each month commencing from the date when possession of said Premises is offered to the Purchaser. The Purchaser shall not withhold the payment for any reason whatsoever. The amounts so paid by the Purchaser to the Promoters shall not carry any interest and remain with the Promoter until a conveyance of the Project Land is executed in favour of the Federation of the societies or limited companies. On such conveyance being executed in the manner as stated above the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be. So also the Purchaser undertakes to pay proportionate share of outgoings i.e. **Rs.1,500/-** per month towards maintenance of the Club House regularly on or before 5<sup>th</sup> day of each and

every month in advance and shall not withhold the same for any reason whatsoever.

19. The Purchaser shall on or before delivery of possession of the said Premises keep deposited with the Promoters the following amounts, which shall stand adjusted towards each head of expenses once incurred by the Promoters and accounted to the Purchaser:

1	Rs.651/-	Share money and membership fees
2	Rs. 40,740/-	One year advance maintenance
3	Rs.18,000/-	Towards advance annual maintenance of club house with swimming pool
<b>Total:</b>	<b>Rs.59,391 /-</b>	

20. It is specifically agreed and understood that aforesaid amounts shall be paid by the Purchaser to the Promoter to defray the cost, expenses, charges etc. made and / or may be required to be incurred by the Promoter from time to time and hence if there is any additional cost, expenses, charges etc. required to be paid in these regards, the Purchaser shall be liable to pay the same when demanded. It is made clear that the Promoter shall not be liable to pay interest on any of the aforesaid amounts mentioned in Clause No.19. The Purchaser shall, as and when demanded by the Promoter, pay additionally to the Promoter the Purchaser's share in respect of and/or on account of all or any of the items stated hereinbefore, which the Promoter at this stage is not in a position to specifically ascertain.
21. The Purchaser shall further pay Municipal and revenue taxes and other statutory outgoing of his/her/their share due and payable from the date of issuance of Occupation certificate of concerned building or as and when demand is made by the concerned Authorities, whichever is earlier. The Promoters shall not be liable for any consequences for non-payment of municipal and other charges as above taxes for the reasons or on the grounds whatsoever.
22. The Purchaser shall, before taking the possession of the said premises, take the inspection of the Said Premises with the help of technical assistance and shall execute a Declaration and Undertaking to confirm that :-
- i) The construction of the Said Premises and the Building in which the Said Premises is constructed as per the approved plans;
  - ii) The quality and material used in the construction of the Said Flat Premises and the building in which Said Premises is situated is of satisfactory standard and that Purchaser has no objection or grievance in respect thereof;
  - iii) The Purchaser has inspected the amenities provided in the Said Premises and infrastructure provided in the said Housing project and

has satisfied that the same are as per the description, quality and quantity and that Purchaser has no objection or grievance in respect thereof;

23. The Purchaser has demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents such as declaration /s, letter/s, affidavit/s etc. to be executed by the Purchaser at the time of handing over of the possession of the said Premises and the Purchaser has approved the drafts of the same. The Purchaser undertakes to sign and execute all the aforesaid documents as and when demanded by the Promoter without any demur.

**24. PURCHASER'S OBLIGATION TO PAY SERVICE TAX, VAT, GST AND OTHER TAXES ETC.**

The Purchaser agrees to pay to the Promoters in addition to the consideration and the amounts provided hereinabove, the following amounts:

- a) It is agreed between the Promoters and Purchaser that the Purchaser is liable to bear and pay the Service Tax, VAT, GST, interest and penalty (if any) payable in respect of the transaction of sale of the said premises between the Promoters and the Purchaser under this Agreement. The Purchaser do hereby agrees and confirms with the Promoters that along with other installments payable under this Agreement, the Purchaser will also pay pro rata amount or full amount towards Service Tax and/or GST as and when demand thereof is made by the Promoters and full amount of VAT on the date of execution of these presents alongwith interest and penalty, if any, as determined by the Promoter by Cheque/Pay Order drawn in favour of the Promoters or as may be directed by the Promoters without any delay or default. The aforesaid condition will form part and parcel of fundamental terms of this agreement.
- b) The Purchaser hereby further agrees and confirms with the Promoters that if there is any additional liability over and above the amounts deposited and to be deposited by the Purchaser with Promoters towards payment of Service Tax, VAT and GST payable in respect of the transaction of sale of the said premises in pursuance of this agreement and interest and penalty (if any) accrued thereon (if any), then all such liabilities will be borne, paid and discharged by the Purchaser upon being called upon to do so by the Promoters without any delay or default. The Purchaser further agrees and confirms that the aforesaid obligation to pay any further or other amounts towards the Service Tax, VAT, GST, interest and penalty by the Purchaser will be charged on the right, title, interest, claim and demand by the Purchaser in respect of the said premises agreed to be purchased by the Purchaser. The Purchaser agrees to indemnify and keep harmless the Promoters and their estates

and effects against all claims, demands and dispute in respect of any liability of Service Tax, VAT, GST, interest of penalty payable to the Service Tax Authorities and VAT Tax Authorities and all other costs, charges, expenses and losses suffered or incurred by the Promoters and to reimburse to the Promoter all such Service Tax, interest, penalty and all costs, charges, expenses and losses forthwith on demand without any delay default or demure.

- c) In addition to the agreed purchase price and other amounts specified in this agreement, the purchasers shall be liable to pay any Other Taxes, Rates, Cesses, Charges etc., as and when may become payable on account of any Statutory Provisions, Orders, Notification etc. of the State or Central Government, Local Body, Local Authority etc. prevailing now and/or newly imposed.
- d) The Purchaser hereby expressly agrees to pay/reimburse to the Promoter the liabilities/demand, if any, on account of service tax, works contract tax, value additional tax and/or any other taxes and levies as presently levied or may be levied from time to time by the Central and/or State Government and/or local authorities in respect of and/or pertaining to the said Building on pro-rata basis. Such payment/reimbursement shall be made by the Purchasers within 15 days from the receipt of intimation to that effect from the Promoters.

## **25. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**

- i. The Promoters have clear and marketable title with respect to the project land, and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project land shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed hereinabove;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the project, project land and said building are valid and subsisting and have been obtained or which are in process by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project land and said building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in

- compliance with all applicable laws in relation to the Project, project land, Building and common areas;
- vi. The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected.
  - vii. Save and except as disclosed herein, the Promoters have not entered into any agreement for sale and/or development agreement or any other agreement /arrangement with any person or party with respect to the project land, including the Project and the said premises which will, in any manner, affect the rights of Purchaser under this Agreement;
  - viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said premises to the Purchaser in the manner contemplated in this Agreement.
  - ix. At the time of execution of the conveyance deed of the project land alongwith the buildings to the federation of the Societies, the promoters shall handover lawful, vacant, peaceful, physical possession of the common area as of the structure to the Federation of the Societies;
  - x. The Promoters have duly paid and shall continue to pay and discharge if any, undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities. It is made clear that the Promoter shall not be liable for payment of any penalty/damages/charges etc if arise any time due to any act/omission on part of the Purchaser.
  - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

**26. FORMATION OF SOCIETY:**

- a) It is the intention of the Promoters to form a Co-operative Housing Society/ies of all the Purchaser of the premises in the said building to be constructed on the Project Land. The Purchaser along with other the Purchasers of flats from the said building in the complex shall join in forming and registering Society and for this purpose from time to time sign membership and other papers and documents necessary for the formation and the registration of the society and for becoming a member, including the bye-laws of proposed society and duly fill in, sign and return to the Promoters within 15 days of same being forwarded by the Promoters to the Purchaser so as to enable to Promoters to register the organization of the flat Purchasers u/s. 10 of Maharashtra Co-

operative Societies Act, 1960. No objection shall be given by the Purchaser if any changes or modifications are made in the draft of by-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority. The Purchaser shall have no right to object to formation of society or to insist for any particular type of Organisation other than the cop-operative housing society.

- b) In the event of the said society/ies being formed and registered before the sale and disposal by the Promoters of all the premises, the powers and the authority of the society so formed shall be subject to the overall authority and control of the Promoters in respect of all matters concerning the said building and project land. The Promoters shall have absolute authority and control as regards the unsold premises and shall have right sell the same to any third party and to receive and appropriate the consideration thereof for itself. In such eventuality, on receipt of application by such Purchaser, it shall be binding on the society to accept such Purchaser of unsold premises as member of the society without demanding any premium, donation or like amount, thereof.

**27. CONVEYANCE:**

In the event of the Promoter forming separate societies for individual building for the internal management of such buildings and to form a Federation of all such Societies, the Promoter shall, at their sole discretion, execute conveyance of the Project Land along with all the buildings in favour of such Federation of the Societies. At the time of execution and registration of conveyance of the Project Land in favour of such Federation of the Societies, the Purchaser shall pay to the Promoter, the Purchaser's share of stamp duty and registration charges payable, by the such Federation of the Societies on such conveyance or any documents or instrument of transfer in respect of the Project Land alongwith the buildings.

- a) The decision of the Promoter in this respect shall be final and remain binding on the Purchaser.
- b) In any case, the time for execution of Conveyance in the manner as stated herein shall arrive within three months after the date of issuing last occupancy certificate (of the final phase) by the said corporation or competent authority in respect of last buildings of the Complex and after entire development of the project land in the manner stated herein is completed by the Promoter in all respects and the entire consideration for all flats and premises is received by the Promoter.
- c) The Advocate of the Promoter shall prepare the Conveyance and all other documents to be executed in pursuance of this Agreement and all costs, charges and expenses including stamp duty, registration charges and other expenses towards preparation and execution of the

conveyance, of building alongwith project land with common areas, and other documents shall be borne and paid by all the Purchasers on pro-rata basis. If any of the Purchasers commits default in such payment, the Promoter shall not be liable or responsible for resultant delay in execution of the Conveyance and execution of Conveyance will be done only upon completion of entire development of said property and on utilisation of entire development potential of the said property and the Purchasers will not require or insist upon execution of Conveyance prior to completion of entire development of the said property and till entire development potential of the said property is exploited by the Promoter and till said corporation or competent authority issues the last occupancy certificate in respect of last building of the Complex (final phase) and till entire consideration from all the flats/premises purchasers is received by the Promoters.

- d) Nothing contained in these presents shall be construed to confer upon the Purchaser's any right, title and interest of any kind whatsoever into or over the said premises and/or said property or any part thereof, such conferment shall take place only upon the execution of the Conveyance in favour of the Federation of all such Societies so formed.
- e) At the time of execution and Registration of conveyance of the project land alongwith buildings, the Purchaser shall pay to the Promoters, the Purchaser's share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any documents or instrument of transfer in respect of the project land alongwith buildings to be executed in favour of the Apex Body or Federation.

28. The Promoters have informed the Purchaser and the Purchaser hereby agrees, confirms and declares or otherwise empowers, the Promoters as follows:

- a) The Promoters, so long it is permitted by Municipal or other Authority, for all times in future, shall be entitled to amend, change, modify any of the approved plans, and/or any Amenities and/or Facilities, similarly shall be entitled to shift any Garden, or Recreation Area, parking area, staircase, and/or an Open Area or otherwise so as to exploit full residential and Commercial Potential (if any) of the Project Land for which the Purchaser deemed to have granted their permission/consent under section 14 of The RERA Act.
- b) Save and except otherwise, not to reduce any area of the said premises, the Promoters shall have full and absolute discretion, to do all acts, so as to exploit full Residential & Commercial Potential (if any) of the Project Land.
- c) Under the present Agreement, Promoter has given a bare permission, to the Purchaser, to enjoy the common facilities like Internal Roads, Garden, Recreation, Open Space or otherwise, of the Project Land,

which, at the sole discretion of the Promoters, are liable to be shifted, cancelled and/or withdrawn, without giving any prior intimation and/or notice in writing, to the Purchaser or otherwise, and Purchaser shall not be entitled for any loss, damages, costs, charges, expenses or otherwise of any nature whatsoever from the Promoters or their Nominees or Transferees on these account.

- d) The Promoters shall be entitled to amend, modify and/or vary the building Plans, and/or and also the Specifications in respect thereof, without reducing an area, of the said Premises.
- e) Under the present Agreement, Promoters have agreed to sell and transfer only the said Premises and nothing further.
- f) The Purchaser do hereby gives his/her/their irrevocable consent and no objection to the Promoters for carrying out any such additional construction on the Terrace or otherwise in or upon any part of the Project Land in the manner stated above. Contractors or Agents shall be entitled to enter upon or have access to the said Terraces or any part thereof, save and except for the limited purpose of attending to the Water Tank for the purpose or cleaning or carrying out repairs thereto. The Purchaser hereby further gives irrevocable consent to the demolition, removal and relocation of the water tank or any other articles for the time being, to carry out such additional constructions.
- g) The Promoters shall be entitled to sell Premises in the said building/s for being used as Bank, Dispensary, Consulting Room, Nursing Home, Coaching Classes and such other purpose or purpose permitted under the law for the time being in force. The Purchaser shall not object to use the Premise for such Purposes.
- h) Unless the context otherwise suggests or warrants, all obligations, conditions and liabilities herein imposed upon the Purchaser whether expressly or impliedly, shall be deemed to be covenant running with the said Premises and shall be binding upon the Society/ies, Federation or Common Organization.
- i) Irrespective of disputes if any, which may arise between the Promoters and the Purchaser and/or the Society or Common Organization, all amounts contributions and Deposits, including amounts payable by the Purchasers to Promoters, under this Agreement, shall always be paid punctually by the Purchaser, to the Promoters and shall not be withheld, by the Purchaser for any reason, whatsoever.
- j) For all or any of the purposes mentioned under this Para, or and/or under this Agreement to keep and/or store any construction materials, on any portion of the Project Land, and/or to have additional Electricity Supply and/or additional Water Supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event, the Purchasers shall not take any

objection or otherwise, on the ground of any nuisance, noise and/or shall not claim any Easement Rights and/or any other rights in the nature of Easement or Prospective or other rights of any nature whatsoever. The Purchaser directly and/or indirectly, shall not do any act, deed, matter or a thing, whereby the Promoters may be prevented from putting any such additional and/or new construction and/or shall not raise objection and/or obstruction, hindrance or otherwise.

- k) The Purchaser shall not take any objection, on the ground of nuisance, annoyance, and/or claiming any rights, of easement, and/or any rights in nature of an easement and/or obstruction of light, air, ventilation, open space and/or open area, and/or on any other grounds, of any nature whatsoever and/or shall not directly or indirectly do any thing and/or shall not ask for an injunction, and/or prohibitory order and/or calling the Municipal or any other Authorities, to issue Stop Work Notice, and/or withdraw and/or suspend or cancel any Orders passed and/or approved Plans so as to prevent the Promoters, or any of their nominees or transferees, from developing and/or to carry out construction, on the Project Land.
- l) The Purchaser shall not interfere in and/or obstruct the construction work being carried on and/or to be carried on by the Promoters on the Project Land and/or on part thereof in any manner whatsoever. The Purchaser shall not object and/or obstruct the entry into and/or exit from and/or presence of contractors, the labourers, the staff members and/or visitors of the Promoters on the **Project Land**.
29. The Purchaser shall use the Said Premises or any part thereof or permit the same to be used for the purposes for which the same is allotted and in conformity with the Rules & Regulations of the Said Corporation and other concerned Authorities.
30. The Purchaser shall also additionally pay the Property Tax, insurance etc. in respect of the Said Premises as and when applicable and demanded by the Promoter/ Local Authority.
31. The Purchaser shall, as and when demanded by the Promoters, be liable to bear and pay to the Promoters the amounts and sums of money towards development charges betterment charges, municipal charges, charges/taxes for land under development, balcony premium etc. in proportion to the area of the Said Premises. The amounts and the sums so to be paid by the Purchaser shall be decided by the Promoters and the same shall not be disputed by the Purchaser/Investor
32. **OBLIGATIONS OF THE PURCHASER:**

The Purchaser/Investor himself with intention to bring all persons into whatsoever hands the Said Premises may come does hereby covenant with the Promoters as follows:

- a) to maintain the Said Premises at Purchaser's own costs in good tenable repair and condition from the date of possession of the Said Premises is taken and shall not do or suffer to be done anything in or to the buildings in which the Said Premises is situated;
- b) not to store in the Said Premises any goods which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the buildings in which the Said Premises is situated or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the buildings in which the Said Premises is situated on account of negligence or default of the Purchaser in this behalf and the Purchaser shall be liable for the consequences of the breach hereof;
- c) to carry at his own cost all internal repairs to the Said Premises and maintain the Said Premises in the same conditions, state and order in which it was delivered by the Promoters to the Purchaser and shall not do or suffer to be done anything in or to the buildings in which the Said Premises is situated or the Said Premises, which is against the Rules and Regulations and Bye-laws of the concerned Local Authority and in the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof, to the concerned Local Authority and/or other Public Authority;
- d) not to demolish or cause to be demolished the Said Premises or any part thereof nor at any time make or cause to be made any additions or alteration of whatsoever nature in or to the Said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said Premises is situated and shall keep the portion, sewers, drains in the Said Premises and the appurtenances thereto in good tenable repairs and condition and in particular so as to support, shelter and protect the other parts of the building in which the Said Premises is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs or parrises or other structural members in the Said Premises and the building which the same is situated without the prior written permission of the Promoters and/or the Society Company, or Association;
- e) not to do or permit to be done any act or thing which may render void or void-able any insurance of the Project Land and the building in which

- the Said Premises is situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurance;
- f) 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 Premises and the Building in which the Said Premises is situated;
  - g) pay to the Promoters, within seven days of demand by the Promoters, their share of security deposit; maintenance charges demanded by the concerned Local Authority or Government for giving lift facility, water, electricity or any other service connection to the building in which the Said Premises is situated;
  - h) bear and pay any increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned Local Authority on account of change of user of the Said Premises by the Purchaser viz. user of any purpose other than for which the same is allotted.
  - i) not let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the Said Premises until all the dues payable by the Purchaser to the Promoters under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach or non observance of any of the terms and conditions of this Agreement and until the Purchaser shall have obtained prior written permission of the Promoters in that behalf. However, on compliances made by the Purchaser in these regards, the Promoters shall not withhold such permission on unreasonable grounds.
  - j) observe and perform all the Rules and Regulations, Bye-laws which the Society, Company or Association may adopt at its inception and the additions, alterations or amendments thereof that may be from time to time for protection and maintenance of the said building and the Said Premises therein and for the observance and Rules, Regulations and Bye-laws for the time being of the concerned Local Authority and of the Government and other Public Bodies;
  - k) pay and contribute regularly and punctually towards the taxes and expenses or other outgoings in accordance with the terms of this agreement;
  - l) permit the Promoters and their nominees, assigns and authorized representatives and agents with or without workmen and others, at all reasonable times to enter into and upon the Project Land, Said Premises and Buildings in which the Said Premises is situated or any part thereof to view and examine the state and conditions thereof;
  - m) not fix the grills on the windows or balconies of the Said Premises, otherwise than of the design and specifications given by the Promoters.

- n) not make any changes or alterations in the elevation or exterior of the buildings in which the Said Premises is situated.
  - o) not use any projection, chhajjas or any part of the Said Premises as flower beds/ decks and shall also not keep any flowerpots therein or do any act, which shall spoil the colour scheme, exterior or elevation of the building in which the Said Premises is situated.
  - p) not use or cause to be used the Said Premises or any part thereof for any unlawful, illegal, immoral activities and/or for any other activities which has been prohibited under any Law, Rules, Regulations, Bye-laws etc. of the Government, Local Authority, Public Authority, Municipal Corporation etc.
  - q) not use or cause to be used the Said Premises or any part thereof for business of Hotel, Restaurant Bar, Gambling, Video Parlors etc. or any trade or business having connection therewith.
  - r) Not to obstruct construction activities on the project land in any manner whatsoever.
33. 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 or of the Project Land and buildings constructed thereon or any part thereof. The Purchaser shall have no claims save and except in respect of the Said Premises hereby agreed to be sold hereunder and all open spaces, parking spaces, lobbies staircases, terraces, recreation spaces etc. will remain the property of the Promoters until the Project Land and buildings constructed thereon are transferred to the Society, Company or Association as hereinbefore mentioned.
34. **METHOD OF CALCULATIUN OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**  
Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser/s in project, the same shall be in proportion to the carpet area of the said premises to the total carpet area of all the said premises in the Project.
35. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of the time to the Purchaser by the Promoters shall not be construed as waiver on the part of the Promoters of any breach or non/compliance of any of the terms and conditions of this agreement by the Purchaser nor shall be the same in any manner prejudice the rights of the Promoters.
36. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in

respect of the project shall equally be applicable to and enforceable against any subsequent Purchaser of the said premises, in case of a transfer, as the said obligation go along with the said premises for all intents and purpose.

37. Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the promoter or the Purchaser until, firstly, the Purchaser signs and delivers this agreement with all the schedules along with the payments due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser fails to execute and deliver to the and / or appear before the sub-registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipts by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation.
38. The Purchaser shall present this Agreement at the proper registration office for registration within the period prescribed by the Registration Act and the Promoters and/or their nominee or Constituted Attorney will attend such office and admit execution thereof. The Purchaser shall alone be liable to bear and pay the stamp duty, registration charges and the Purchaser shall be liable to bear all other incidental expenses payable on these presents as well as proportionate share of the stamp duty, registration charges and other incidental expenses on the conveyance of the Project Land as well as the building constructed thereon to the Federation of Societies, Company or Association, as the case may be, whenever the same is executed and registered.
39. All notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D. or Under Certificate of Posting at his address specified below :
- MR. SAGAR SANJAY SAKPAL**  
204/D, Aqua CHS, Casario, Palava City,  
Kalyan Shill Road, Pawar Public School,  
Dombivli East, Kalyan, Thane – 421 204.
40. This Agreement shall always be subject to the provisions of the Said RERA Act i.e. Real Estate (Regulation and Development) Act, 2016 and Rules made there under.

**THE FIRST SCHEDULE REFERRED TO ABOVE**

**(PROJECT LAND)**

**ALL THAT** piece and parcel of the land totally admeasuring 49137 Sq. Mtrs., Situated at Village Dhokali, Thane, Taluka and District Thane, Registration District & Sub-District Thane and within the limits of Thane Municipal Corporation having following description:

Old Survey Nos.122/1P, 122/2 A(P), 122/2 B(P), 122/3P, 123/1P, 123/2P, 123/2P, 123/5 P, 124/1P, 124/1/3, 125/2, 125/3, 125/4, 125/5P, 125/5P, 125/5P, 125/5P, 125/6P, 125/6P, 125/6P, 125/6P, 126, 127, 233/1, 233/2, 233/3P, 233/4A, 233/4B/5/1, 233/5/2, 233/5/9, 233/5/3, 233/5/4, 233/5/5, 233/5/6, 233/5/7, 233/5/8, 233/5/9, 233/5/11, 233/5/12, 233/5/14, 233/5/15, 128/2/(P), 128/2(P), 129/5/6, 129/5/3, 129/5/3, 306/5 and **New Survey Nos.**79/1A, 79/2A, 79/2C, 79/3A, 80/1B, 80/2 A, 80/2B, 80/5A, 81/1/1, 81/1/3, 82/2, 82/3, 82/4, 82/5A, 82/5B, 82/5C, 82/5D, 82/6A, 82/6B, 82/6C, 82/6E, 84, 85, 86/1, 86/2, 86/3/A, 86/4A, 86/4B, 86/5/A, 86/5/AI, 86/5/3(B), 86/5/C, 86/5D, 86/5E, 86/5/F, 86/5/H, 86/5/K, 86/5/M, 86/5/(O), 86/5/(S), 86/5/(T), 86/2/1/A/1, 87/2/4, 88/5/6, 88/5/2A, 88/5/2C, 66/5 bounded as follows :-

North : S.No.87/1 & 88/5  
South : 15 Mtrs Wide D.P.Ro  
West : S.No.79/3East: 25 Mtrs wide D.P. Road

**NOTE:**

It is made clear that since some of the 7/12 extracts allocating exact areas of the land handed over to TMC are yet to be prepared and finalized, and in consequence thereof the area of the project land are also proportionately likely to vary. After finalization of revenue records, the exact area of the project land will be determined and the said area will be the subject matter of the conveyance.

**THE SECOND SCHEDULE REFERRED TO ABOVE**

**(SAID PREMISES)**

A Residential Flat/Premises bearing Flat No.2606 having 63.11 sq. mtrs. (i.e. 679 sq. ft.) carpet area on 26<sup>th</sup> floor in Building No.K-25 Wing A as per approved plan which is shown as Building No.2 as per sale plan of the Promoter in the said Highland Park (Dhokali), being constructed on the Project Land more particularly described in the First Schedule written herein above.

### **THE THIRD SCHEDULE REFERRED TO ABOVE**

(Description nature & extent of the common areas & facilities)

- ❖ **Sewage Treatment Plant as per TMC Norms**
- ❖ **Compound Wall: Surrounding Compound Wall with Main Gate**
- ❖ **Club House:**
  - Swimming Pool for Kids & Adults
  - Gymnasium
  - Multipurpose Hall
  - Indoor Games Room
  - Steam Room
  - Massage Room
- ❖ **Podium Area:**
  - Landscape Garden
  - Children Play Area
  - Amphitheatre
  - Jogging Track
  - Multipurpose Court

IN WITNESS WHEREOF THE PARTIES HERE TO HAVE HEREUNTO SET AND  
SUBSCRIBED THEIR RESPECTIVE HAND ON THE DAY AND YEAR WRITTEN  
HEREINABOVE.

**SIGNED AND DELIVERED** by the ) **PHOTO/SIGN**  
withinnamed the "**PROMOTER**" )  
**M/S SIDDHI GAURAV ENTERPRISES** )  
Through Its member )  
**1) MR. HEMAL J. GALA** )  
 )  
In the presence of ... .. )  
1. )  
 )  
2. )

**2) MR. BHUVANESH K. SHARMA** )  
 )  
In the presence of ..... )  
1. )  
 )  
2. )

**SIGNED AND DELIVERED** by the )  
withinnamed the "**PURCHASER** " )  
**1) MR. SAGAR SANJAY SAKPAL** )  
 )  
In the presence of ..... )  
1. )  
 )  
2. )

**RECEIPT**

***(Receipt Valid Subject to realization of Cheques)***

RECEIVED of and from the within named Purchaser, a sum of **Rs. 2,00,001/- (Rupees Two Lakh & One Only)** being the part consideration to be paid by him/her to us as per these present as per detailed below:-

<b>Cheque No.</b>	<b>Date</b>	<b>Drawn on Bank</b>	<b>Against Flat Cost</b>	<b>Against Service Tax/GST</b>	<b>Amount</b>
"NEFT"	28.01.2024	HDFC BANK	1/-	-	1/-
"000003"	28.01.2024	HDFC BANK	2,00,000/-	-	2,00,000/-
<b>TOTAL</b>			<b>2,00,001/-</b>		<b>2,00,001/-</b>

**WE SAY RECEIVED**  
For M/s. **SIDDHI GAURAV ENTERPRISES**

Member Of Joint Venture  
**Promoters**

**Witnesses:-**

1.

2.