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B-1403

AGREEMENT

'BUILDING'

DOSTI OAK

'PROJECT'

**DOSTI WEST COUNTY-
DOSTI OAK**



Dosti West County Site Office:
Dosti West County, Balkum, Off Old Mumbai-Agra Road, Thane-Bhiwandi-
Wadpa Road, Thane (W) 400 608

DOSTI ENTERPRISES

LAWRENCE & MAYO HOUSE, 1ST FLOOR, 276, DR. D. N. ROAD, FORT, MUMBAI 400 001.
Tel: 2219 8500 * Email : sales@dostigroup.com * Visit us at www.dostirealty.com

Index-2(सूची - २)



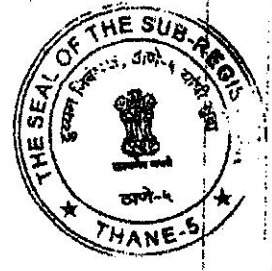
सूची क्र.2

दुग्धम विबंधक : सह दु.मि.ठाणे ६
 वृत्त क्रमांक : ६५१८/२०१९
 मोपंकी :
 Regn:63m

भाषाचे नाव : बाळिकुम	
(1) विधानाचा क्रमांक	५४४२२२२
(2) भाषा	8037000
(3) भाषाक्रम क्रमांक	8181000
(4) विधानाचा क्रमांक	8037000
(5) विधानाचा क्रमांक	8037000
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(14) विधानाचा क्रमांक	8037000

सह दुग्धम विबंधक, ठाणे क्र ५

मुद्रांक शुल्क आकाराचा विवरण देणे आवश्यक आहे. : :
 B) Within the limits of any Municipal Corporation or any Cantonment area annexed to it.



महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
 ई-सुरक्षित बँक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

Bank/Branch: PNB/THANE MG RD(3739)
 Pmt Txn id : 110419M230922
 Pmt DtTime : 11-04-2019@11:45:45
 Chq/lanIdNo: 03006172019041050491
 District : 1201/THANE

16219192635707

Stationery No: 16219192635707
 Print DtTime: 11-04-2019@13:37:48
 GRAS GRN : MH0003849422019206
 Office Name : IGR117/THNS_THANE NO 5 J

StDuty Schm: 0030046401-75/Sale of Other NonJudicial Stamps SoS
 StDuty Amt : R 5,72,700/- (Rs Five, Seven Two, Seven Zero Zero only)

RgnFee Schm: 0030063301-70/Ordinary Collections IGR
 RgnFee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)

Article : B25/Agreement to sale/Transfer/Assignment
 Prop Mvblty: Immovable Consideration: R 80,37,000/-
 Prop Descr : FLAT NO 1403,14th FLOOR,B WING DOSTI,OAK BUILDINGDOSTI WESTCOUNTY B
 ALKUMH,THANE,Maharashtra

Duty Payer: (PAN-AVSPB5787G) SHEETAL AMIT MANE
 Other Party: (PAN-AAFFD4236J) MESSRS DOSTI ENTERPRISES

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२ / १२०

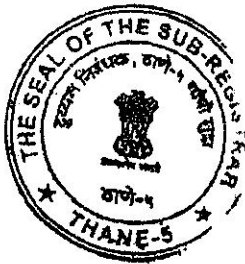
Bank official Name & Signature

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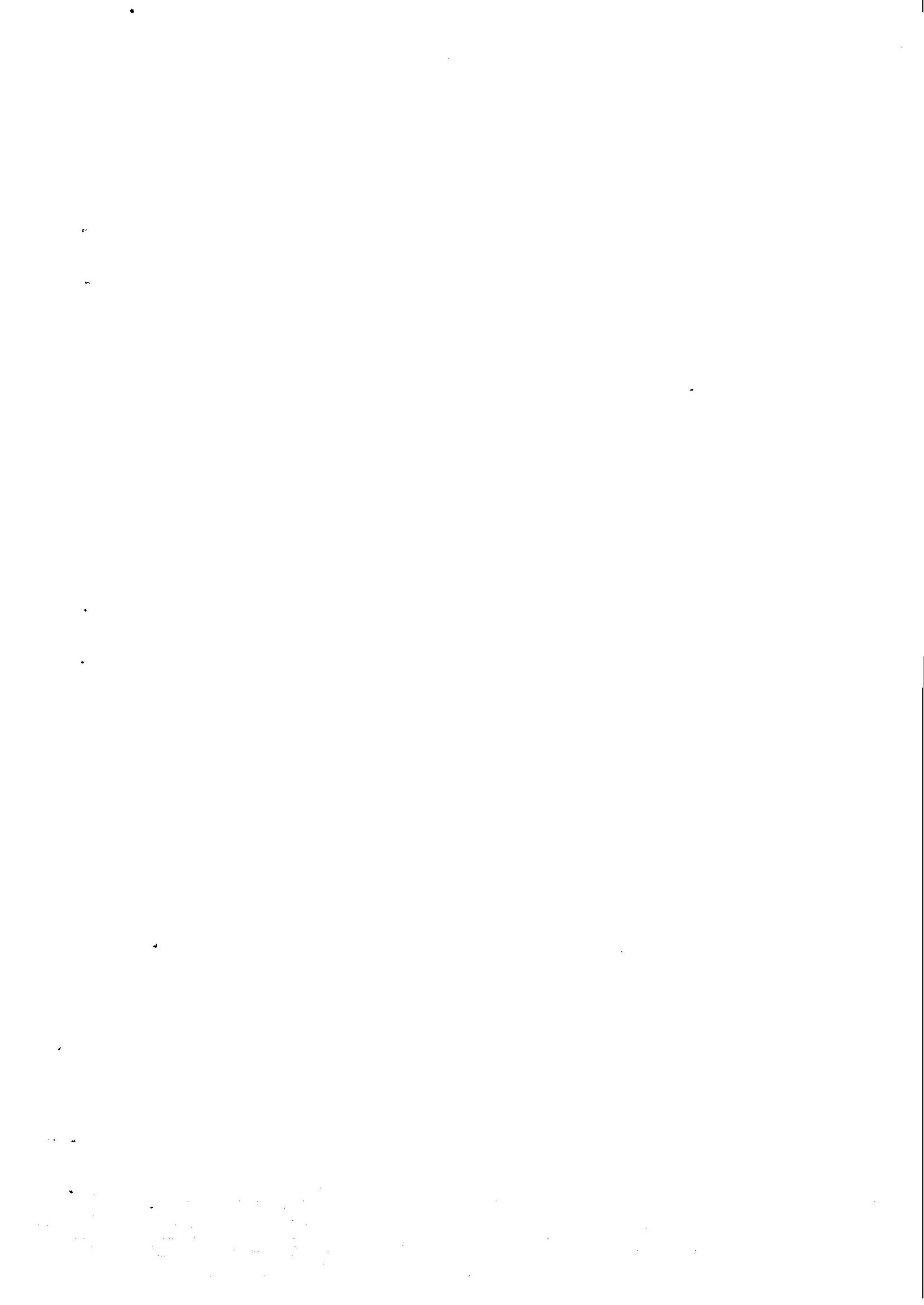


Bank official Name & Signature

Space for customer/office use - - - Please write below this line - - -



e-SBTR IS VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT.



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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered into at Thane on this 16TH day of April 2019.

BETWEEN

M/S. DOSTI ENTERPRISES, a partnership firm duly incorporated and registered under the provisions of Indian Partnership Act, 1932 and having its registered office at Lawrence and Mayo House, 1st Floor, 276, Dr. D. N. Road, Fort, Mumbai 400 001, hereinafter referred to as "the Promoters" (which expression shall unless it be repugnant to the context or meaning thereof mean and include the Partner or Partners for the time being of the said Firm, the Survivors or Survivor and the legal heirs, executors, administrators of the last Survivor and their assigns) of the ONE PART:

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४६०२ / २६५३
१ - १२ १२

AND

SHEETAL AMIT MANE
AMIT ARUN MANE

having his / her / their / it's address at
A-1201, DOSTI VIJETA
DOSTI VIHAR COMPLEX,
POKHRAN ROAD NO. 1,
VARTAK NAGAR
THANE (WEST) 400 606

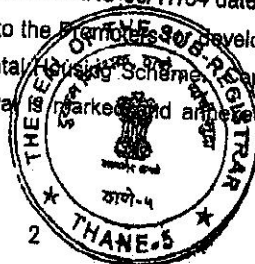
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५ / १२४

hereinafter referred to as "the Allottee", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors and administrators of such last surviving member of HUF and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company, it's successors in title) of the OTHER PART:

The Promoters and the Allottee are hereinafter collectively be referred to as "the Parties" and individually as "the Party", as the context may require.

WHEREAS :

A. The Promoters, by virtue of diverse registered sale deeds and development agreements, are seized and possessed of and are legally empowered and fully entitled to develop the land admeasuring 73,000 sq. mtrs. more particularly described in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the "said Property"). In order to develop the said Property by exploiting the optimum development potential of the said Property, the Promoters have made an application to Mumbai Metropolitan Regional Development Authority ("MMRDA") seeking its approval for development of the said Property under MMRDA's Rental Housing Scheme and pursuant to the said application of the Promoters, MMRDA granted location clearance and layout approval bearing No. MMRDA/RHD/RHS:50/17/64 dated 3rd April, 2017 in respect of the said Property to the Promoters for development of the said Property under MMRDA Rental Housing Scheme. Copy of said location clearance and layout approval is marked and annexed as **ANNEXURE "A"** hereto;



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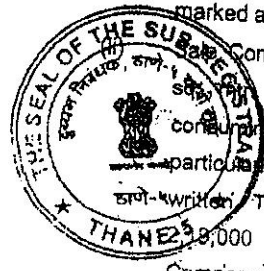
B. In terms of the above recited location clearance and layout approval granted by MMRDA for development of the said Property, the Promoters, under Rental Housing Scheme of MMRDA, are required to convey a minimum of 25% land (i.e. 18,250 sq.mtr.) of the said Property in favour of MMRDA as freehold land without any encumbrances along with rental ~~used with~~ One of net plot area in conformity with the applicable Development Control Regulations and Government approvals;

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E. The Promoters have got the plans, sections and other details of the said Project viz/ Dosti Oak Building, duly approved and sanctioned from the Thane Municipal Corporation (TMC) vide Sanction/Amended Permission bearing V.P. No. S05/0006/08/TMC/TDD/2259/17, dated 27th July, 2017 and has obtained the Full Commencement Certificate bearing V.P. No. S05/0006/08/TMC/TDD/PCC/0783/17 dated 18th November, 2017 (hereinafter referred to as "the CC") of the said Dosti Oak Building, on the terms and conditions set out therein, and the Promoters shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupation Certificate in respect of the said Building. Copy of Sanction of Development/Amended Permission, Approved Layout Plan and Full Commencement Certificate, are marked and annexed as ANNEXURE "B" ANNEXURE "C" and ANNEXURE "D" respectively, hereto;

D. In view of the aforesaid sanctioned plans and full commencement certificate granted by Thane Municipal Corporation ("TMC"), the Promoters are entitled to develop and construct:

(i) Rental Housing Component on Rental Component Plot admeasuring 18,250 sq.mtr. being a portion of the said Property by consuming FSI Four (the "said Rental Component Plot") and more particularly described in the **SECOND SCHEDULE** hereunder written. The permissible Built-up area for Rental Housing Component is 73,000 sq. mtr. Copy of Plan delineating the said Rental Housing Plot in **RED** colour boundary line is marked and annexed as ANNEXURE "E" hereto;



(ii) Sale Component on Sale Component Plot admeasuring 54,750 (approx.) being a portion of the said Property by consuming FSI Four (the "said Sale Component Plot") more particularly described in the **THIRD SCHEDULE** hereunder written. The permissible Built-up area for Sale Component is 38,000 sq. mtr. Copy of Plan delineating the said Sale Component Plot in **BLUE** colour boundary line is marked and annexed as ANNEXURE "E" hereto; The composite development of the said Sale Component Plot and / or other adjoining lands/

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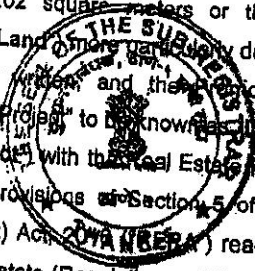
amalgamated lands by utilising maximum permissible F.S.I that may be available from time to time for constructing multi-storeyed buildings in a phase-wise manner in separate phases to be registered with MahaRERA, with each phase comprising certain number of buildings and each building comprising self-contained independent residential flats, shops and other commercial premises as per the sanctioned plans as may be amended from time to time together with amenities and facilities specified therein is hereinafter referred to as the "Whole Project".

E. As per the present amended sanctioned plans and commencement certificate granted by TMC, the Promoters are constructing Rental Housing Component on said Rental Component Plot comprising 2 Buildings being (i) Building No.1 having built up area of 34,476.86 sq. mtrs. and consisting of Ground/stilt + 1st to 23 upper floors containing in aggregate 999 tenements, (ii) Building No.2 having built-up area of 38,518.22 sq. mtrs. consisting of Ground/Stilt + 1st to 23 upper floors containing in aggregate 1,118 tenements, (iii) 12 Balwadis, (iv) 12 Welfare centres/halls and (v) 6 Manager office tenements and R.G. Area of 1548.88 sq. mtrs.;

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F. As per the approvals granted by MMRDA and conditions stipulated therein, the Promoters are required to cause sub-division of lands forming part of said Rental Component Plot so as to make it feasible for conveyance of the same in favour of MMRDA.

G. As per the present amended sanctioned plans and commencement certificate granted by TMC, the Promoters, inter alia, intend to develop the said Sale Component Plot of the said Property in phase-wise manner and accordingly in Phase-1, by constructing 1 (one) Building comprising 4 wings viz. Wing "A", Wing "B", Wing "C" and Wing "D" corresponding to Building No.16, 15, 14 and 13 respectively of the amended plans and commencement certificate granted by TMC, on all that undivided portion of the said Sale Component Plot of the said Property bearing New Survey Numbers 17/1, 17/2, 17/3(pt), 19/23, 19/29, 19/30(pt), 19/31(pt), 19/32 and 19/43(pt) admeasuring 1,854.02 square meters or thereabouts (herein after referred to as "Project Land") and the Promoters have registered the same as "Real Estate Project" to be known as "Dosti West County-Dosti Oak" (the "said Project") with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (RERA) read with the provisions of the Maharashtra Real Estate (Regulation and Development)

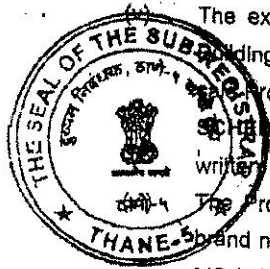


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(Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("RERA Rules"). The registration number of the Project is P51700006565 and the certification of registration granted by MahaRERA is marked and annexed as ANNEXURE "F" hereto;

H. The principal and material aspects of the development of the said Project, are briefly stated below:

(i)	At present, TMC has granted commencement certificate in respect of 19 Buildings out of which Building 13, 14, 15 & 16 (corresponding to Wing "D", "C", "B" & "A" of Dosti Oak building) have been registered as Real Estate Project viz. "said Project" as defined herein
(ii)	The Promoters are constructing One (1) Building comprising four wings being Wing "A", Wing "B", Wing "C" and Wing "D" corresponding to Building No.16, 15, 14 and 13 respectively of amended plans and full commencement certificate granted by TMC, to be known as "Dosti Oak" on the Project Land;
(iii)	Wing "A" and Wing "D" (i.e. Building No. 16 & 13 respectively as per TMC approvals) each consists of one level basement + stilt + 1 st to 30 th upper residential floors and each Wing consisting of 175 residential units i.e. in aggregate 350 residential units in both wings. The sanctioned built up area for each wing is 8,995.10 sq. mtrs. (i.e. in aggregate 17,990.20 sq.mtrs. for both Wing "A" and Wing "D");
(iv)	Wing "B" and Wing "C" (i.e. Building No. 15 & 14 respectively as per TMC approvals) each consists of one level basement + Stilt (partly for fitness centre) + 1 st floor (partly for the fitness centre) + 2 nd floor (service floor) + 3 rd to 30 th upper residential floors and each wing consisting of 169 residential units i.e. in aggregate 338 residential units in both wings. The sanctioned built up area for each wing is 10,065.16 sq. mtrs. (i.e. in aggregate 20,130.32 sq.mtrs. for both Wing "B" and Wing "C");



The exclusive facilities and amenities in the Flat, and the said building in the said Project for exclusive use of the allottees of the Project, subject to terms herein contained, are listed in FIFTH SCHEDULE and SIXTH SCHEDULE respectively, hereunder written.

The Promoters shall be entitled to put hoardings / boards of its brand name viz. DOSTI and its LOGO, in the form of neon signs, MS letters, vinyl and sun boards on the said Project and on the façade, terrace, compound wall or other parts of the said Project.

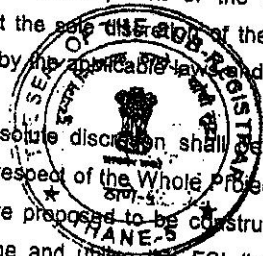
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The Promoters shall also be entitled to place, select and decide the hoarding / board sites;

- (vii) The details of the formation of the Society and conferment of title upon the Society with respect to the said Project are more particularly specified herein.

The principal and material aspects of the development of the said Whole Project as disclosed by the Promoters are briefly stated below:

- (i) The development of the said Whole Project shall be undertaken by the Promoters in a phased manner;
- (ii) At present the minimum built-up area sanctioned by MMRDA under its Rental Housing Scheme for Sale Component on said Sale Component Plot of the said Property is 2,19,000 sq.mtrs. In near future, the built-up area, may increase, on account of change in policy/regulations governing rental housing scheme or otherwise and in such event the Promoters shall be entitled to consume and utilize such increased FSI anywhere in the Whole Project and for such purpose shall also be entitled to amend the plans of Whole Project;
- (iii) The Promoters have, at present, proposed to construct 19 Buildings in the Whole Project as more particularly described in the sanctioned layout plans Annexed hereto and marked as Annexure C, which shall be amended from time to time. The Promoters propose to construct the aforesaid buildings in phased manner and get the same registered as one or more separate project/s with MAHARERA, as and when desired by the Promoters, in accordance with RER Act and Rules made thereunder;
- (iv) The Promoters shall also be entitled to construct additional buildings and/or upper floors than at present sanctioned, in the event of increase in FSI. The Promoters are entitled to amend, modify and/or substitute the development of the said Whole Project, in full or in part, at the sole discretion of the Promoters and/or as may be required by the applicable laws and regulations from time to time;
- (v) The Promoters at their absolute discretion shall be entitled to further amend the plans in respect of the Whole Project including the said Buildings which are proposed to be constructed in the Whole Project and consume and utilize the FSI (by whatever name called) that may become available to the Promoters for construction of the Buildings in the Whole Project;
- (vi) The Promoters have proposed two Club Houses namely I) Dosti Club Oak and II) Dosti Club County and several other Outdoor



amenities in Whole Project, which are proposed to be completed in different phases, and are listed in SEVENTH SCHEDULE hereunder written. With regard to the said two Club Houses, the right of admission to the Club Houses shall always be reserved with the Promoters and the Promoters may at their sole discretion but subject to payment of membership fees and other charges and compliance of terms and conditions as may be

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imposed by the Promoters from time to time, including timely payment of monthly outgoings and maintenance charges allow the use and enjoyment of one or both the Club Houses to the purchasers/allotees/occupants of the premises in all or any of phases in the said Whole Project including outsiders who are not the purchasers/allotees/occupants of any premises in the Whole Project and the Allottee, Society and the Apex Body shall not, nor shall they be entitled to, object to the same in any manner and under any circumstances whatsoever;

- (vii) The Allottee has perused a copy of the approved layout plan dated 27th July, 2017. The Promoters reserve to themselves and/or their nominee/s and/or their assigns the unfettered right to the full, free and complete right of way and means of access over, along and under the access roads, passages, open spaces, driveways in the Layout at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles (of all descriptions), laden or unladen, and with or without horses and other animals, and to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use, enjoyment and development of the said Property and/or any other lands acquired or as may be acquired in future and/or to shift/vary/re-align/modify the same to any another portion(s) of the said Property, as may be required by the Promoter and/or their nominees or assigns.;

- (viii) The scheme and scale of the development proposed to be carried out by the Promoters in the Whole Project will be in accordance with the sanctioned Layout Plan as may be amended from time to time and the proposed Layout Plan, as the case may be and in terms of the applicable laws for the time being in force and as may be amended from time to time;



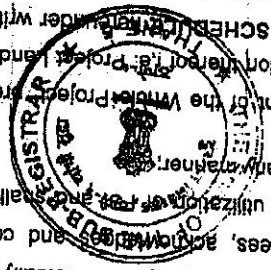
- (ix) The Promoters shall be entitled to put hoardings / boards of its brand name viz. "DOSTI" and its LOGO, in the form of neon signs, MS letters, vinyl and sun boards on the said Property and on the façade, terrace, compound wall or other parts of the buildings / towers / wings as may be developed from time to time. The Promoters shall also be entitled to place, select, decide the

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The Promoters have informed the Allottee, and the Allottee is aware and has understood that the Whole Project, shall be developed in a manner that the total Floor Space Index (FSI) available at present and that may become available in future for the development of the Whole Project over the said Sale Component Plot and/or the other adjoining lands and/or amalgamated lands shall be utilized globally for development of the Whole Project and therefore, the extent of FSI utilized for development of each phase (including the said Project) on various undivided portions of the said Sale Component Plot would not be equal to or proportionate to the respective phases (including said Project) are actually being constructed. The Allottee hereby agrees, acknowledges and confirms such disproportionate utilization/global utilization of FSI and shall not at any time dispute or object the same in any manner, presently or otherwise.

As part of the phase-wise development of the Whole Project, the Promoters intend to develop a portion of the Whole Project land, more particularly described in the FOURTH SCHEDULE, Annexure written by constructing 1 (one) building in the manner set out herein by utilisation of built up area of 38120.52 sq. mtrs. sanctioned at present in accordance with the current sanctioned plans subject to further amendment thereto by TMC with increased built up area, from time to time in pursuance to the Rental Housing Scheme of MMRA and/or any other scheme or applicable law. The Promoters have explained to the Allottee and the Allottee has understood and thereafter unconditionally and irrevocably



- (x) The Promoters shall be entitled to confer title of the other buildings to be constructed in the Whole Project to such other respective Societies, will be in the manner mentioned herein;
- (xi) The details of the formation of the Apex Body, and conferment of title upon the Apex Body with respect in the Whole Project (including Project Land) and all common areas, facilities and amenities and other spaces and areas in the Whole Project, in the manner mentioned herein;
- (xii) The nature of development of the Whole Project will be phase-wise and would constitute a mixture of uses including but not limited to, residential, commercial, shops, hotels, nursing homes or any other users as may be permitted under applicable laws and regulations from time to time;
- (xiii) The Promoters shall be entitled to subdivide/reservations within said Property or outside, at the discretion of the Promoters and utilize the FSI/TDR FSI becoming available for construction in the Whole Project and/or said Property and/or Project Land.

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accepted and agreed that the Promoters shall at their sole discretion be entitled to develop the said Whole Project and utilize the FSI and development potential of the said Property and/or said sale component plot and/or Project Land unto further phases to be developed by the Promoters from time to time, as per their business plans. The Allottee has agreed and consented to the development of the Whole Project;

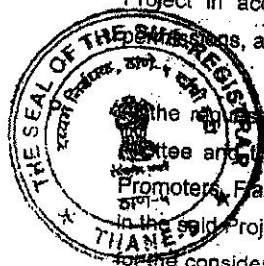
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The rights retained by the Promoters under this Agreement in terms of exploitation of the present and future development potential with respect to the said Property and/or said Sale Component Plot and/or Project Land shall continue to vest with the Promoters until the Deed of Conveyance of the whole Project land, including common areas, facilities, amenities in favour of Apex Body as defined herein, and the same shall be reserved therein in terms of a deed of covenant and undertaking of the Society(ies) and Apex Body to Promoters, at the time of execution of title documents in favour of the Society(ies) and Apex Body;

M. The Promoters have the right to sell the flats/premises in the said Project to be constructed by the Promoters, and to enter into this Agreement with the Allottee of the flats/premises to receive the Sale Consideration (defined herein, below) in respect thereof;

N. While sanctioning the plans, approvals and permissions as referred hereinabove, the MMRDA and TMC have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the Whole Project including the said Project and upon completion of the Whole Project and/ or said Project in all respect the Occupation Certificate/part occupation certificate as the case may be shall be granted by TMC in compliance of the conditions laid down by MMRDA to that effect;

O. The Promoters have accordingly commenced the construction of the said Project in accordance with the sanctioned plans and approvals and permissions, as referred hereinabove;



At the request of the Allottee, the Promoters have agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoters, Flat No. 1403 on the 14TH floor, in B Wing of the said Building in the said Project and one mechanized puzzle car parking space, at the consideration and on terms and conditions hereinafter appearing;

Q. Prior to executing this Agreement, the Promoters have obtained Certificate of Title dated 25th July, 2017 from Adv. Kiran Badgujar, certifying the Promoters' title to the Project Land (hereinafter referred to

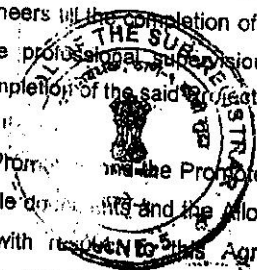
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as "Certificate of Title"). A copy of the Certificate of Title is marked and annexed as ANNEXURE "H" hereto;

R. The Promoters have procured loans (financial assistance) from Kotak Mahindra Investments Limited and Kotak Mahindra Prime (hereinafter collectively referred to as "the Lender"). The loan (financial assistance) from Kotak Mahindra Investments Limited is procured by executing Indenture of Mortgage dated 8th December, 2017 and from Kotak Mahindra Prime, under a Sanction Letter dated 26th December, 2017. The Promoters, as security for the repayment of the above said amounts along with interest and other monies that may become due and payable to the Lender, have created registered mortgage in favour of Kotak Mahindra Investments Limited and have agreed to create a registered Mortgage in favour of Kotak Mahindra Prime, in respect of interalia the said Sale Component Plot and Premises constructed/to be constructed thereon. The said Indenture of Mortgage in favour of Kotak Mahindra Investments Limited is registered in the office of Sub-Registrar Assurance at Thane under Sr. No. 14440/2017 on 08/12/2017. The Lender at the request of the Promoters granted No Objection Certificate ("NOC") interalia consenting to sell and transfer the said Flat to the Allottee. However, in case of Premises which are not mortgaged to the Lender, the Promoter shall issue a certificate to the Allottee recording the same. Copy of Lender's NOC/Promoter's Certificate is marked and annexed hereto as ANNEXURE "I";

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S. The Promoters have engaged the services of Architects 10FOLDS Architects & Consultants (hereinafter referred to as the "Architects") and have appointed JW Consultants LLP as Structural Engineers for the preparation of the structural design and drawings of the Project ("Structural Engineers"). Further, the Promoters have a right to terminate their services and also to appoint another professional in place of them. The Promoters will continue to take the professional supervision of the architect and the structural engineers till the completion of the said Project and the Allottee accepts the professional supervision of the architect and structural engineer till completion of the said Project;



T. The Allottee has demanded from the Promoters and the Promoters have given inspection to the Allottee of all title documents and the Allottee has obtained independent legal advice with respect to this Agreement, entitlement of Promoters to develop the said Project and the transaction contemplated herein with respect to the said Flat, made enquiries thereon and is satisfied with respect to all the documents of title relating to the said Project to be constructed on the Project Land, Location clearance

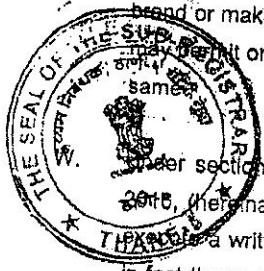
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and layout approval by MMRDA, commencement certificate and approval of plans by TMC, Orders, Resolutions, Permissions, Commencement Certificate and all the plans, designs and specifications prepared by the Promoters' Architects and such other documents as are specified under the Real Estate Regulation and Development Act 2016 and Rules and Regulations thereunder. The Allottee has perused the copies of all above mentioned documents as mentioned in the Real Estate and Regulation Act and the Maharashtra RERA Rules;

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The Allottee has, on or before the execution of this Agreement, independent to the said Title certificate, has visited and inspected the site of construction on the Project Land, satisfied herself/himself/themselves as to the Marketability and Title of the said Property and Authority of the Promoters herein to develop the said Property and the Allottee has agreed, not to make any requisition/s and/or to call for any further documents, pertaining to title of the Project Land and/or an authority of the Promoters, to develop the said Property including Project Land;

V. The Allottee has with full knowledge of all the terms conditions and covenants contained in the documents, agreements, papers, plans, approvals, layout scheme/said Project including the rights and entitlements available to and reserved by the Promoters referred to in this Agreement, has applied to the Promoters for allotment to the Allottee, a residential Flat and at the request of the Allottee, the Promoters have agreed to sell to the Allottee under the provisions of the RERA Act and Maharashtra RERA Rules, the said Flat and car parking space and subject to the terms of this Agreement, at or for the Sale Consideration mentioned herein subject to the Allottee executing this Agreement and on the terms conditions and covenants specified in this Agreement. The Promoters shall endeavour to provide the amenities and facilities of the same specifications as herein stated. However, in the event amenities of the said specifications are not available in the market wherefrom other materials are procured, the Promoters shall provide amenities of similar brand or make or as close to the said specifications as the circumstances permit or their near substitutes and the Allottee has consented to the same.



Under section 13(i) of the Real Estate (Regulation & Development) Act 2016, (hereinafter referred to as "RERA") the Promoters are required to execute a written Agreement for sale of said Flat with the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908;

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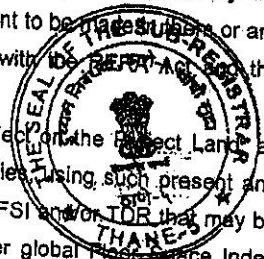
X. Relying upon the application, declaration and agreement herein contained, the Promoters have agreed to sell to the Allottee the said Flat and car parking space at the consideration and on the terms and conditions hereinafter appearing.

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

1. The Recitals, Annexures and Schedules in and to this Agreement form an integral part of the operative portion of this Agreement as if the same are set out herein verbatim and in the Interpretation of this Agreement and in all matters relating to the development of the said Project on Project Land being portion of the said Property and development of the Whole Project, this Agreement shall be read and construed in conformity with the said Project on Project Land being portion of the said Property and development of the Whole Project.

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2. The Promoters are well and sufficiently entitled to develop the said Property more particularly described in the FIRST SCHEDULE hereunder written (hereinafter referred to as the "said Property") for construction of Rental Housing Component and Sale Component consisting sets of multi-storeyed buildings in various phases. The Promoters as a part of the Whole Project, is developing a portion of the said Sale Component Plot being Project Land more particularly described in FOURTH SCHEDULE hereunder written and is constructing the said Project in the manner herein above recited and having other infrastructure services, amenities and facilities in accordance with the building plans presently approved and sanctioned by TMC and other concerned public bodies/authorities and which have been inspected and confirmed by the Allottee and subject to the applicable laws, with such variations, modifications and alterations as the Promoters or the Architects may consider necessary or expedient and/or as may be required by the concerned local authorities or the Government to be made from time to time. In accordance with the Maharashtra RERA Rules.



The Promoters shall construct the said Project on the Project Land as may be permitted by the concerned authorities, using such present and future built-up area, inherent FSI, additional FSI and/or TDR that may be available to the Promoter, and/or such other global Floor Space Index (FSI) that may be available to the Promoters as granted/permitted by the concerned authority from time to time, it being clearly agreed and understood by the Allottee, that any benefit available by way of increase in FSI, which may be available by way of global FSI on the Project Land or otherwise, shall be only for the use and utilization of the Promoters, and the Allottee shall have no right and/or claim in respect of the same,

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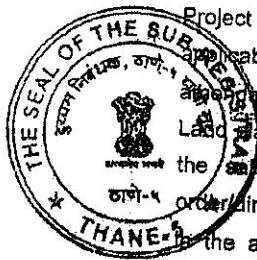
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whether during the time of commencement of construction or during construction or after construction having been completed until conveyance of the whole project land and the amenities in favor of the

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Apex Body as per the terms of this Agreement. The construction shall be carried out in accordance with the rules and regulations as may be applicable and in accordance with the plans sanctioned and amended from time to time by the concerned authorities. The Promoters have informed the Allottee, and the Allottee is aware and has understood that the Whole Project shall be developed phase-wise in a manner that the

total global Floor Space Index (FSI) available for the development of Whole Project shall be utilized globally for construction of buildings on the said Sale Component Plot and therefore FSI utilized on the said Sale Component Plot will be disproportionate to its total area. The Allottee hereby agrees, acknowledges and confirms such disproportionate utilization/global utilization of FSI in the said Project and shall not at any time dispute or object the same in any manner. The Allottee hereby agrees, confirms and acknowledges that save and except the said Project that is being developed on the Project Land, the Promoters shall be entitled to, at their sole and absolute discretion, carry out development of other proposed buildings on the remaining portion of the said Whole Project by constructing of the said multi-storeyed buildings as may be sanctioned in the amended layout. The Promoters shall be entitled to amend the Layout and the Allottee(s) hereby agree/s and confirm/s that he/she/they shall not dispute or object to such development of the remaining portion of the Whole Project in any manner whatsoever. Additionally, the Promoters shall be entitled to make variations, alterations and modifications in the plans, designs and specifications pertaining to the said Project from time to time and construct such additional floors and/or buildings as per such revised plans, as it considers necessary on the Project Land and/ or other wings of the said Project or as may be required by the concerned authorities, as per the applicable laws. PROVIDED that in carrying out any amendment/variation/modification required to be carried out to Project Land plans, designs, amenities, facilities, and specifications pertaining to the said Project (including said Wing) from time to time by any order/direction issued by a governmental authority or due to any change in the applicable law or any change as contemplated by any of the disclosures already made to the Allottee, the Promoters shall not be required to obtain the prior consent of the Allottee(s), written or otherwise.



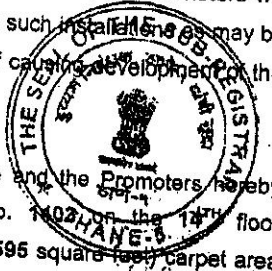
PROVIDED further that the Promoters agree to obtain separate consent of the Allottee in respect of such variation, alteration or modification, if the same may adversely affect the said Flat.

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PROVIDED FURTHER THAT the Promoters shall be entitled to make modifications, variations, additions or alterations to floor/said wing (internal/external part thereof) as may be required by the Promoters from time to time, by obtaining requisite consent of concerned affected person/s in the said wing/floor as the case may be. It is clarified that the consent of those allottee/s, who are not affected by the modifications, variations, additions or alterations proposed and/or carried out by the Promoters as aforesaid, shall not be required.

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3. The Promoters have informed the Allottee and the Allottee is aware that in addition to the premises to be constructed in the said Wing the Promoters will be entitled, if required by law or in terms of this Agreement, to construct further structures ancillary to the said Wing such as pump rooms, meter rooms, underground tanks, sewerage treatment plant, storm water line, drainage line, electrical line, watchman room, substation for power supply company etc. on the Project Land or the said Sale Component Plot. In addition to the said ancillary structures, the service lines, utility lines/cable/pipes common to the said Wing and other Wings/Buildings being constructed on the said Sale Component Plot as a part of the Whole Project (as part of the phased development programme determined by the Promoters in their sole and absolute discretion) shall pass through the said Project Land upon which the said Wing is being constructed, and other infrastructure, amenities and facilities which are common for the use of the said Wing and other Wings/Buildings to be constructed on the Project Land for which the Promoters will not be required to take any further consent of the Allottee under this Agreement. Further, the Allottee hereby agrees and confirms that the Promoters will be entitled to make such structures/carry out such installations as may be required from time to time for the purpose of carrying development of the Whole Project.



4. (a) The Allottee hereby agrees to purchase and the Promoters hereby agree to sell to the Allottee, Flat No. 1402 on the 14th floor admeasuring 55.28 square meters (i.e. 596 square feet) carpet area in Wing B (hereinafter referred to as "said Wing") of the Project (hereinafter referred to as "said Flat") more particularly described in EIGHTH SCHEDULE hereunder written and delineated in Red colour boundary on the floor plan annexed as ANNEXURE " G" hereto and 1 (one) number of Mechanized Puzzle Parking Space for parking of 1 (one) Car ("Parking Space") as more particularly described in EIGHTH SCHEDULE hereunder, at or for the lump sum consideration/purchase price, more particularly specified in the EIGHTH SCHEDULE hereunder written, including the proportionate

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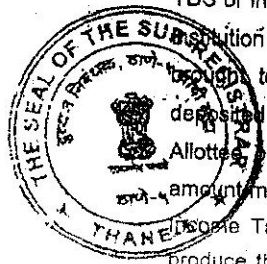
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price of the common areas and facilities appurtenant to the said Flat and Parking Space (herein after referred to as "Sale Consideration").

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In addition to the above the Allottee shall be entitled to use and enjoy on an exclusive basis 4.11 square metres (i.e. 44 square feet) of appurtenant and utility area (which is appurtenant and attached to the said Flat and accessible only from the said Flat) and approved in the said presently approved plans as Balcony and is shown hatched with yellow colour on the typical floor plan annexed hereto and marked as ANNEXURE "G" hereto.

- (b) It is clarified that the carpet area as defined hereinabove is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules (viz. the net usable floor area of said Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls and columns of the Flat).
- (c) The Allottee has paid, before execution of this Agreement, a sum of Rs.200000 (Rupees Two Lakhs Only) as application fee/earnest money deposit/advance payment and hereby agrees to pay to the Promoters the balance amount of Sale Consideration of Rs. 7837000/- (Rupees Seventy Eight Lakhs Thirty Seven Thousand Only) as more particularly described in the Eight Schedule hereunder
- (d) Further, the Allottee or the Financial Institution making payment of Sale Consideration is responsible to deduct 1% (being the present prevailing rate) of the amount paid towards Sale Consideration as Tax Deducted at Source (TDS) under section 194-IA of the Income Tax Act, 1961 and deposit the same to the credit of Central Government and shall issue TDS Certificate(s) in favour of the Promoters in the prescribed Form 16B for the same within the statutory period. In the event of any error committed while deducting TDS or in E-filing, the same shall be rectified by the Allottee/financial institution within a period of 30 (thirty) days from the said error being brought to the Allottee's notice. The Credit for the TDS amount deposited by the Allottee/financial institution will be given to the Allottee only upon receipt of the Original TDS Certificate and the amount mentioned therein matches with the amount appearing in the Income Tax Department website. In the event of Allottee failing to produce the Original TDS Certificates for all the payments made by the Allottee, at the time of handing over possession of the said Flat, the Allottee will be required to deposit with the Promoters such equivalent TDS amount as interest free deposit, which deposit shall



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be refunded by Promoters to the Allottee upon handing over of the relevant TDS Certificate within one month of the handover of the said Flat to the Allottee. In case the Allottee fails to handover the relevant TDS Certificate within the stipulated period of one month, the Promoters shall be entitled to appropriate the said deposit against the amount of TDS Certificate receivable from the Allottee.

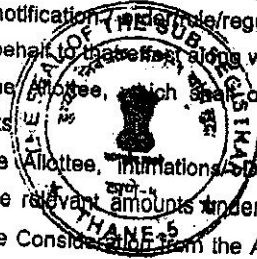
(e) It is clarified that the Sale Consideration and Other Charges shall be payable by the Allottee to the Promoters as more particularly setout in the Eight Schedule hereunder written.

(f) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Good and Service Tax and all levies, duties and cesses, stamp duty and registration charges and/or any other indirect taxes which may be levied, in connection with the construction of and carrying out the said Wing and/or Project and/or with respect to the said Flat and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including Goods and Service Tax and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Flat, shall be borne and paid by the Allottee alone and the Promoters shall not be liable to bear or pay the same or any part thereof;

(g) The Sale Consideration is escalation-free, save and except escalations/increases, due to the increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority, Local Bodies and/or the Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the Competent Authorities, etc., the Promoters shall enclose the said notification, order/notice/regulation/demand, published/issued in that behalf to the effect, along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

(h) The Promoters shall send to the Allottee, intimations/demand Notes, demanding payments of the relevant amounts under these presents or installments of the Sale Consideration from the Allottee as and when the same falls due as more particularly setout in the Eight Schedule hereunder written. Such instalments shall be payable by the Allottee strictly within the period mentioned in such

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Intimations/Demand Notes. The Allottee hereby covenants with the Promoters that the Allottee shall duly and punctually pay the amounts due and payable along with Goods and Service Tax within the time and in the manner stipulated in the intimation/Demand Notes without committing any breach and/or defaults thereof. The time for making the payment of each of the aforesaid instalments and all other amounts due and payable shall be the essence of the contract.

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The Allottee in order to augment the resources in his/her/their hands and for the purpose of payment of Sale Consideration amount to the Promoters under this Agreement for Sale Intends to seek loan from any financial institutions / banks, etc. against the security of the said Flat then in such a case the Allottee shall be required to obtain on the letterhead of the respective financial institutions/bank's, etc. the loan /pre-sanction loan letter and only against which the Promoters shall issue the NOC to mortgage the said Flat to the Allottee/s in favour of the Lender. Further when such financial institution/bank, etc makes a disbursement, it shall be mandatory that the payment should be made by issuing the Cheque/Pay Order/Demand Draft, of the Loan amount or instalment/s as more particularly setout in Eighth Schedule hereunder written and in the event such financial institution/ bank, etc. issues Cheque/Pay Order /Demand Draft in any other name or account, then such financial institution/ bank, etc. shall do so at their own risk and the Promoters shall not be liable for any cost and consequences arising therefrom and in such event the Allottee shall not be absolved of payment of Sale Consideration and consequences for non-payment/default in payment shall be followed. It is clarified that irrespective of the fact whether the Allottee has obtained sanction of housing loan/finance from his/her/their financial institution in respect of the said Flat, in the event of any delay in disbursement or failure in payment/disbursement of the balance sale consideration/instalment and/or interest payable by the Allottee to Promoters under these presents for any reason or cause whatsoever, the Allottee alone shall personally be liable or responsible to pay the amount of instalment/s with interest (if so delegated in payment of the installment amount) so due and payable under these presents and shall not claim any equity or extension or otherwise on the ground of having not obtained sanction of such finance and/or disbursement or delay in disbursement of such amount by bankers/financial institution. The Allottee shall pay such amount/s so due and payable to the Promoters from his/her/their own resources. In the event of delay or default in payment of any

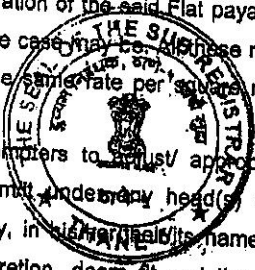


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one or more installments on being payable under these presents, by the Allottee and/or his/her/their Banker/Financial Institution the Allottee personally shall be liable to pay such amount of interest as otherwise the Promoters are entitled and empowered to cancellation of the allotment and termination of this agreement as contemplated under these presents. The Banker/Financial Institution shall not claim any equity or otherwise against the Promoters. It is further clarified that on the Promoters cancelling the allotment of the said Flat and parking space and termination of this Agreement, the Promoters after deducting liquidated damages as stated herein, shall first offer the return of the balance of the refund amount to the bankers/financial institutions who have disbursed the amount from the sanctioned limit and refund the same to such bankers/financial institutions against return of the Original of this Agreement duly cancelled and against execution and registration of deed of cancellation necessary writings/documents by the Allottee and the balance, if any, of such refund shall be refunded to the Allottee/s.

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- (j) If any of the payment cheques/banker's cheque or any other payment instructions off/by the Allottee is/are not honoured for any reason whatsoever, then the same shall be treated as default and the Promoters may at its option be entitled to exercise the recourse available hereunder.;
- (k) The Promoters shall confirm the carpet area that has been allotted to the Allottee after the construction of the said Wing is complete and Occupation Certificate for the same is granted by TMC, by furnishing details of the changes, if any, in the carpet area. The Sale Consideration of the said Flat payable on the basis of the carpet area of the said Flat shall be recalculated upon confirmation by the Promoters. In the event if there is any variation in carpet area, then only recourse available will be a pro-rata adjustment in the instalment/s of the sale consideration of the said Flat payable/paid, as agreed herein or refund, as the case may be. If these monetary adjustments shall be made at the same rate per square meter as agreed herein;
- (l) The Allottee authorizes the Promoters to adjust appropriate all payments made by him/her/them/it, under any head(s) of dues against lawful outstanding, if any, in his/her/his/its name as the Promoters may, in its sole discretion, deem fit and the Allottee undertakes not to object/demand/direct the Promoters to adjust his/her/their/its payments in any manner;
- (m) It is further clarified that in the event the Promoters obtain Occupation Certificate in respect of the said Flat and offers the



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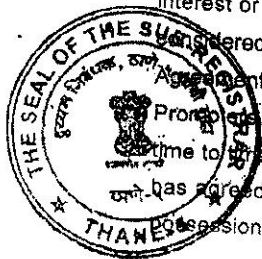
Allottee to take possession of the said Flat prior to the Possession Date (as defined hereinbelow), then in such case the Allottee agrees that the Promoters shall be entitled to demand the outstanding installments of the Sale Consideration and the Allottee agrees and undertakes to pay the same, without any delay and/or demur.

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The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by MMRDA and TMC at the time of sanctioning the plans or thereafter and shall, before handing over possession of the said Flat to the Allottee, obtain from the TMC, the Occupation Certificate in respect of the said Flat.

6. Time is of the essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the construction of the said Wing and handing over the said Flat to the Allottee after receiving the Occupation Certificate in respect thereof. Similarly, the Allottee shall make timely payments of all installments of the Sale Consideration and all other dues payable by him/her/them/it and meeting, complying with and fulfilling all his/her/their/its other obligations under this Agreement.

Without prejudice to the right of the Promoters to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee shall be bound and liable to pay interest as per State Bank of India's Highest Marginal Cost of Lending Rate plus 2% per annum with monthly rests (provided that in case the State Bank of India's Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public), on all the amounts which become due and payable by the Allottee to the Promoters till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoters under this Agreement, nor shall it be construed as condonation of delay by the Promoters. The amount of interest may be informed to the Allottee from time to time or on completion of the said Wing/said Flat, and the Allottee has agreed to pay the same as and when demanded before taking the possession of the said Flat.



7. FSI, TDR AND DEVELOPMENT POTENTIALITY WITH RESPECT TO THE PROPOSED DEVELOPMENT ON THE SAID SALE COMPONENT LAND AND THE WHOLE PROJECT:

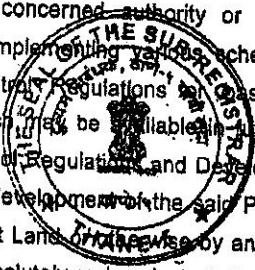
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(i) The Allottee hereby agrees, accepts and confirms that the Promoters propose to develop the Whole Project (including the Project on Project Land), by utilization of the full development potential, in the manner more particularly detailed herein and as depicted in the layout plans, at ANNEXURE ~~CF~~ ^{CF} ~~plans~~ ^{plans} consisting the proposed layout with such amendments as may be desired by the Promoters thereto;

(ii) The Promoters shall also be entitled to entire increased, additional, future and extra F.S.I. which may be available in respect of the said Property or part thereof on any account or due to any reason whatsoever, including but not limited to, on account of handing over to the Government or the Municipality or altering, shifting, relocating, any buildable/non-buildable reservations on the said Property or otherwise, the same shall absolutely and exclusively belong to and be available to the Promoters for utilisation and consumption on the said Sale Component Plot which shall be developed in the manner as Promoters deem fit and appropriate and the same shall not affect the existing development that is proposed on the Project Land and neither the Allottee nor the society shall have any claim or any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity, etc.;

(iii) The Promoters shall be entitled to the entire unconsumed and residual floor space index ("FSI") in respect of the Whole Project whether by way of purchase of FSI from any authority by payment of premium or price, the change of law and policy, change in DCR, the purchase of transferable development rights ("TDR"), availability and increase of FSI/TDR, floating FSI, fungible FSI, FSI arising due to a layout and the development thereof and/or FSI which is not computed towards FSI by any concerned authority or due to proposed changes in layout by implementing various scheme as mentioned in Development Control Regulations or based on expectation of increased FSI which may be available in future on modification of Development Control Regulations and Development Plan which are applicable to the development of the said Property including the said Sale Component Land, or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to the Promoters for utilization and consumption on the said Sale Component Plot and neither the Allottee nor the society(ies) shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof

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and/or object to, obstruct or hinder on grounds of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity, etc.;

(iv) Notwithstanding anything to the contrary contained herein, the Promoters shall also have the absolute, exclusive and full right, authority and unfettered discretion to sell, transfer and/or assign the residual FS, if any (by whatever name called) after completion of the Project and as permitted by the concerned authorities under the applicable laws and regulations, to or in favour of any person/s and/or party/s whatsoever, for such consideration and on such terms, conditions and provisions as may deem fit by the Promoters in their sole and unfettered discretion and as may be permitted by law.

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8. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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



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way and the Promoters shall be issuing the payment receipts in favour of the Allottee only.

9. POSSESSION DATE, DELAYS AND TERMINATION:

(i) The Promoters shall give possession of the said Flat to the Allottee on or before the 30th day of June, 2021 ("Possession Date"). Provided however, that the Promoters shall be entitled to an extension of time for giving delivery of the said Flat on the Possession Date, if the completion of the said Project and/or the said Wing is delayed on account of any or all of the following factors /events (force majeure events):

- 23/11/2019
- (a) War, Civil Commotion, Flood, Drought, Fire, Cyclone, Earth-Quake, Act of God or any calamity by nature affecting the regular development of the said Project including said Wing;
 - (b) Any notice, order, rule, notification of the Government and/or other Public or Competent Authority / Court;
 - (c) Any stay order / injunction order issued by any Court of Law, Tribunal, Competent Authority, TMC, MMRDA, Statutory Authority etc;
 - (d) Any other circumstances beyond the control of the Promoters that may be deemed reasonable by the Authority;
 - (e) Any delay in grant of any permissions/ approvals by any of the authorities, any orders passed by courts affecting the development of said Project including said Wing.

(ii) If the Promoters fail to abide by the time schedule for completing the said Project and for handing over the said Flat to the Allottee on the Possession Date (save and except for the reasons as stated in Clause 9(i) above, then the Allottee shall be entitled to either:

(a) Terminate this Agreement by giving written notice to the Promoters by registered post A.D. at the address provided by the Promoters ("Allottee Termination Notice"). On the receipt of the Allottee Termination Notice by the Promoters, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of Allottee Termination Notice by the Promoters, the Promoters shall refund to the Allottee the amounts already received by the Promoters under this Agreement with interest at the prevailing rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon (provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public) ("Interest Rate") to be computed from the

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date the Promoters receive such amount/part thereof till the date such amounts with the interest at the Interest Rate thereon are duly repaid provided a valid Deed of Cancellation of the said Flat is duly executed and registered by parties hereto to give effect to the above termination before making any refund. repayment of the amounts by the Promoters (as stated in this clause), the Allottee shall have no claim of any nature whatsoever against the Promoters and/or the said Flat and parking space and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement and the Promoters shall be entitled to deal with and/or dispose of the said Flat and parking space in the manner it deems fit and proper; OR

- (b) If the Allottee does not intend to withdraw from the said Project, then the Promoters shall pay interest at the Interest Rate for every month of delay from the Possession Date, on the Safe Consideration of the said Flat paid by the Allottee. The interest shall be paid by the Promoters to the Allottee till the date of offering to hand over the possession of the said Flat by the Promoters to the Allottee;
- (iii) In case the Allottee elects his/her/their remedy under Sub-Clause 9(ii)(b) above then in such a case the Allottee shall not subsequently be entitled to the remedy under Sub-Clause 9(ii)(a) above.
- (iv) If the Allottee fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then the Allottee shall pay to the Promoters interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
- (v) Without prejudice to the right of the Promoters to charge interest at the Interest Rate mentioned at Clause 9(iv) above, and any other rights and remedies available to the Promoters on the Allottee committing any defaults of payment on the due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her/their/its proportionate share of taxes levied by the concerned local authority and other outgoings) the Promoters shall be entitled to, at their own option and discretion, to terminate this Agreement. Provided that, the Promoters shall give a notice of 15 (fifteen) days in writing to the Allottee ("Default Notice"), by registered post A.D. at the address provided by the Allottee, of their intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of



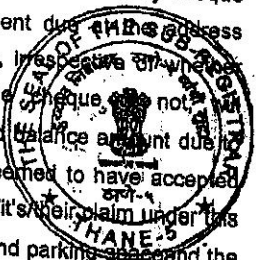
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which it is intended to terminate this Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoters within the period of the Default Notice, including making full and final payment of any outstanding dues together with the interest thereon, then at the end of the Default Notice this Agreement shall stand terminated/cancelled, without any further notice or intimation to the Allottee. On the termination and cancellation of this Agreement in the manner as stated in this Sub-Clause, the Promoters shall be entitled to deal with and/or dispose of or alienate the said Flat and car parking space in the manner as the Promoters may deem fit without any reference or recourse to the Allottee and the Promoters shall be entitled to adjust and recover from the Allottee;

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- (i) (a) pre-determined and agreed liquidated damages equivalent to 25% of the Total Sale Consideration towards liquidated damages along with any losses that may accrue to the Promoters, by reason of such termination including any diminution in sale price or market value of the said Flat and parking space prevailing at the time of termination;
- (b) brokerage fees;
- (c) all other taxes and outgoings, if any due and payable in respect of the said Flat and parking space upto the date of termination;
- (d) the amount of interest payable by the Allottee in terms of this Agreement from the date of default in payment till the date of termination, as aforesaid;

(e) In case the Allottee has opted for subvention scheme, the total amount of PRE-EMI interest paid and/or payable by the Promoters to the lending Bank/Financial Institution; The balance amount of the Total Sale Consideration, if any, after deductions as set out in this sub-clause in (i)(a) to (e) as applicable, upon being dispatched by the Promoters by cheque through registered post acknowledgement due to the address given by the Allottee in these presents, irrespective of whether the Allottee accepts or encash/s the cheque or not, shall be tantamount to the Promoters having paid the balance amount due to the Allottee and the Allottee shall be deemed to have accepted the same in full satisfaction of all his/her/its claim under this Agreement and/or in or to the said Flat and parking space and the Allottee shall therefore have no claim of any nature whatsoever upon the Promoters and/or the said Flat and parking space. Further, upon termination of this agreement, the Promoters shall

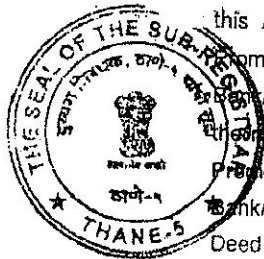


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not be liable to pay to the Allottee any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee any Government/statutory charges such as GST, Stamp Duty, Registration Fees etc. Further, the Allottee hereby undertakes to execute and register the Deed of Cancellation of this Agreement whenever called upon by the Promoters and the stamp duty, registration fees and other costs and expenses whereof shall be borne and paid by the Allottee

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(ii) In case the Allottee has availed any loans (including subvention scheme), then the balance of the loan amounts disbursed by the lending Bank/Financial Institution to the Promoters after deductions as set out herein in sub-clause (i)(a) to (e) as applicable viz. net amount, shall be refunded by the Promoters to such lending Bank/Financial Institution directly for and behalf of the Allottee and the Allottee hereby irrevocably authorises the Promoters to collect the original Agreement for Sale from such Bank/Financial Institution and such lending Bank/Financial institution is hereby authorised by the Allottee to forthwith handover the original Agreement for Sale to the Promoters without any demur or delay and the Promoters shall not be required to take any consent / confirmation from the Allottee at anytime for refunding the net amount as aforesaid and collect the original Agreement for Sale from such lending Bank/Financial Institution. Upon the termination of this Agreement, the Allottee and lending Bank/Financial Institution shall have no claim of any nature whatsoever upon the Promoters and/or the said Flat and parking space and the said Flat and parking space shall automatically and unconditionally stand discharged and released from the charge of such lending Bank/Financial Institutions. Further, the Allottee shall clear the deficient amount of mortgage debt if any outstanding at the time of termination of this Agreement on its own account without recourse to the Promoters and shall obtain the necessary letter from the lending Bank/Financial Institutions stating that the Allottee has cleared the mortgage debt. The Allottee shall thereafter submit with the Promoters the said letter received from the lending Bank/Financial Institutions and shall execute and register the Deed of Cancellation of this Agreement and the Promoter shall only thereafter refund the balance amount, if any, after deductions and refund to the lending Bank/Financial Institution as set out herein, towards payment from the Promoters to the



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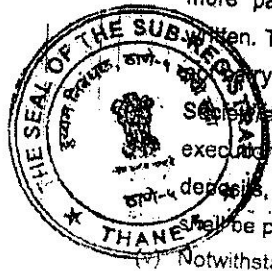
days of the Possession Notice;

(iii) Upon receiving the Possession Notice from the Promoters, the Allottee shall take possession of the said Flat from the Promoters by executing the necessary Indemnities, undertakings and such other documentation as may be prescribed by the Promoters, and the Promoters shall give possession of the said Flat to the Allottee, irrespective of whether the Allottee takes or fails to take possession of the said Flat within the time provided, the Allottee shall continue to be liable to pay maintenance charges and all other charges with

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respect to the said Flat, as applicable and as shall be decided by the Promoters as more particularly defined in Eighth Schedule hereunder;

(iv) Within 15 (fifteen) days of the receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/their/its proportionate share, i.e., in proportion to the carpet area of the said Flat, of outgoings in respect of the said Project and the Project Land including *Inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by TMC/MMRDA or other concerned Local Authority and/or Government water charges, Insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Project and the Whole Project. Until the Society is formed and the Society Transfer is duly executed and registered, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters at their sole discretion. The Allottee further agrees that till the Allottee's share is so determined by the Promoters, at their sole discretion, the Allottee shall pay to the Promoters a provisional monthly contribution for 12 months towards the advance outgoings in respect of the said Flat and for 60 months towards the outgoings/maintenance charges for common areas, amenities and facilities of the Whole Project, as more particularly described in the Eighth Schedule hereunder



written. The amounts so paid by the Allottee to the Promoters shall carry any interest and shall remain with the Promoters until the Society/Apex body Transfer is duly executed and registered. On the execution of the Society/Apex body Transfer, the aforesaid deposits, less any deductions as provided for in this Agreement, shall be paid by the Promoters to the Society/Apex body;

Notwithstanding anything contained hereinabove, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee of the said Flat and if for whatsoever reasons respective Recovering Authority got recovered the same from the Promoters

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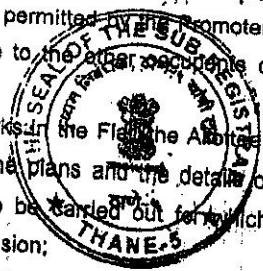
in such circumstances the Promoters herein shall be entitled to recover the same from the Allottee along with interests and Allottee herein shall pay the same to the Promoters within stipulated period as may be informed by the Promoters to the Allottee in writing. It is further specifically agreed that, aforesaid encumbrance shall be on the said Flat being first encumbrance of the Promoter. The Allottee herein with due diligence has accepted aforesaid condition.

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11. FIT OUT

The Allottee on or before Date of Possession, undertakes to deposit with the Promoters an interest free refundable amount, by way of deposit as a security ("Fit out Deposit") against any damages that may be caused to the said Wing/Building or common amenities and facilities while entering into the said Flat whether with/without his furniture, fixtures, equipment and materials etc. and/or during the implementation of the fit-out/interior works in the Flat. This Fit-out Deposit shall be refunded by the Promoters to the Allottee, on expiry of 90 days from the date of completion of the fit-out/interior works in the Flat by the Allottee or on completion of 1 (one) year from the date of receipt of Occupation Certificate by the Promoters with respect to the said Wing/Building, whichever is later, subject to no damage being caused to any part of the said Flat, the said Wing/Building and common amenities and facilities and subject to no Building materials, debris etc. lying on the site. The Promoters shall not be responsible for any kind of loss and/or damage and/or theft in respect of the materials of the Allottee lying in the said Flat. The Allottee also agrees to the following further conditions, in connection with carrying out fit-out / interior works in the said Flat :-

- i. The Allottee shall be permitted/allowed to commence fit-out/interior works in the said Flat after making all payments in pursuance of this transaction/as per this Agreement and after complying with the terms and conditions of this Agreement;
- ii. The work of Fit-out shall be carried out within reasonable and permissible hours, preferably between 9.00 am to 1.00 pm and 3.00 pm to 7.00 pm or as may be permitted by the Promoters, so that it does not cause disturbance to the other occupants of the premises in the said Wing/Building;
- iii. Prior to carrying out the Fit-out works in the Flat, the Allottee shall give to the Promoters in writing, the Plans and the details of the nature of fit-out / interior works to be carried out for which the Promoters shall issue written permission;
- iv. The Promoters shall be entitled to inspect all fit-out/interior works carried out by the Allottee. In the event the Promoters finds that the



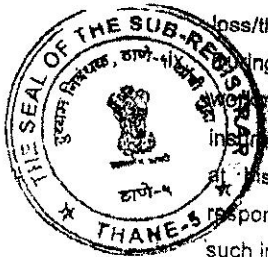
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nature of fit-out/interior work being executed by the Allottee is harmful to the said Flat, or the other flats in the said Wing/Building, or to the structure, façade and/or elevation of the said Wing/Building, then the Promoters shall be entitled to stop such fit-out/interior works forthwith and the Allottee shall not be entitled to dispute or claim any reimbursement from the Promoters for any loss suffered by the Allottee for such stoppage of fit-out/interior works.

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The Allottee will ensure that the debris from the fit-out/interior works are to be dumped in an area earmarked for the same and will be cleared by the Allottee, on a daily basis at no cost to the Promoters and no nuisance or annoyance to the other purchasers. All cost and consequences in this regard will be to the account of the Allottee. If the Allottee fails or neglects to comply with this term then the Promoters may clear the debris and recover the cost thereof from the Allottee by deducting/adjusting it from the Fit-out Deposit and balance, if any, as amount payable under this Agreement by the Allottee to the Promoters ;

- vi. The Allottee will further ensure that his contractors and workers during execution of the fit-out / interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet waste, water line or soil line or in any other place other than those earmarked for the same, which may block the flow of waste water, thus resulting in perennial choking and leakage in the Flat or the said Wing/Building;
- vii. The Allottee shall ensure that the contractors and workers do not use or spoil the toilets in the said Flat or the said Wing/Building and shall use only the toilets earmarked by the Promoters for this purpose;
- viii. All materials brought into the said Flat or in the compound of the said Wing/Building for carrying out fit-out/interior works will be at the sole cost, safety, security and consequence of the Allottee and the Promoters will not be held responsible for any loss/theft/damage to the same;
- ix. During the course of carrying out fit-out / interior works, if any person sustains injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee at his own cost and that the Promoters will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottee alone;
- x. During the execution of fit-out / Interior works, if any of the Allottee's contractor / workmen / agent / representatives misbehave or if any of them is found to be in a drunken state



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and/or found spitting tobacco / pan, the said contractor / workmen / agents / representatives will be removed forthwith and will not be allowed to re-enter the said Flat or the said Wing/Building again and the Allottee shall be responsible to clean the stains in said Wing/Building at his/her/it's/their cost and expenses of repair. The cost and expenses thereof to the Promoter/Society;

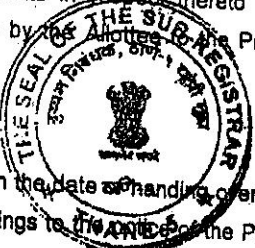
x. The Allottee shall extend full cooperation to the Promoters, their agents, contractors to ensure good governance of such works;

x.i. The Allottee shall ensure that common passages/walkways and any other common areas are not obstructed or damaged during the course of carrying out any fit-out / interior works or thereafter;

xii. If, any damage, of whatsoever nature is caused to the exterior of the said Flat and/or other units/areas in the said Wing/Building or any part thereof by the Allottee and/or his contractor/workmen/agents / representatives, neither the Promoters nor their contractor(s) will be held responsible for the cost of reinstating or repairing the same and that the Allottee alone will be responsible for the same and the Allottee shall indemnify and keep duly indemnified the Promoters in this regard. It being clarified that the Allottee shall always be solely responsible for any damage within the said Flat;

xiv. The Allottee is aware that the Allottee shall be required to immediately repair the damages caused by him/his workmen during the implementation of the fit-out/interior work and remove the debris at his cost and expenses. In the event the Allottee fails to rectify the damages and/or remove the debris, then in that event, the Allottee confirms that the Promoters may carry out the rectification works and/or remove the debris as stated hereinabove in clause v above, at the Allottee's costs and expenses and that the Allottee shall have no objection if the same is deducted/ adjusted from the Fit-out Deposit. In the event of any recovery /adjustment / appropriation from the Fit-out Deposit as stated above by the Promoters, the Allottee shall immediately reimburse the deficit / shortfall in the Fit-out Deposit so as to maintain the amount of the Fit-out Deposit until it is refunded by the Promoters subject to terms hereof. The Allottee further agrees and confirms that unpaid amounts in respect thereto shall be deemed to be unpaid amounts by the Allottee to the Promoters under this Agreement.

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12. DEFECT LIABILITY:
 (i) If within a period of five years from the date of handing over the said Flat to the Allottee, the Allottee brings to the notice of the Promoters

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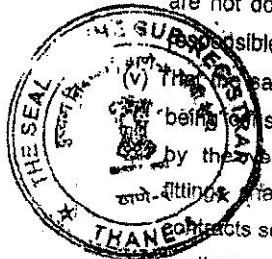
any structural defect in the said Flat or the said Wing in which the said Flat is situated or any defects on account of workmanship, quality or provision of service then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee to receive from the Promoter, compensation for such defect in the manner as provided under the RER Act;

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Provided however that, the Allottee shall not carry out any alterations of whatsoever nature in the said Flat of the said Wing and in specific the structure of the said Flat of the said Wing which shall include but not be limited to columns, beams etc., or in the fittings therein, in particular and it is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water. If any of such works are carried out without the written consent of the Promoters the defect liability shall automatically become void and the Allottee shall indemnify and reimburse the Promoters in full, against all loss, cost, expenses, damages, claim or demand of any nature whatsoever, suffered or sustained by them in respect thereof. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoters, and shall not mean defect/s caused by normal wear and tear and by negligent use of the said Flat by the Allottee, vagaries of nature etc.;

(iii) It shall be the responsibility of the Allottee to maintain the said Flat in a proper manner and take all due care needed including but not limited to take all due care of the joints in the tiles/other flooring dado material in the said Flat are regularly filled with white cement/epoxy to prevent water seepage;

(iv) Further where the manufacturer warranty as shown by the Promoters to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Flat/Wing/building/ phase, and if the annual maintenance contracts are not done/renewed by the allottee/s, the Promoters shall not be responsible for any defects occurring due to the same;



The said Project as a whole has been conceived, designed and being constructed based on the commitments and warranties given by the vendors/manufacturers that all equipments, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flat and the project amenities wherever applicable;

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(vi) That the Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the flat/wing/building/phase includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect;

(vii) It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defects in materials used, in the structure built of the flat/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

13. The Allottee shall use the said Flat or permit the same to be used only for purpose of Residence only. The Allottee shall use the parking space only for the purpose of parking vehicle.

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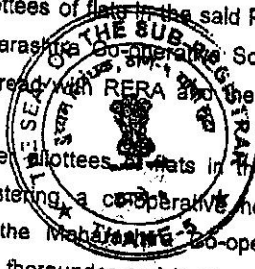
14. FORMATION OF SOCIETY:

(i) The Promoters hereby declare and Allottee hereby agrees that, Promoters shall form multiple societies/ organizations/bodies for each wing or building in a Phase/s comprised in the Whole Project (including a separate society/organization/ body for the allottees of the said Wing) (Society(ies)) by forming and registering co-operative societies under the provisions of the Maharashtra Co-operative Societies Act, 1960 and Maharashtra Co-operative Societies Rules, 1961 made thereunder;

(ii) The Promoters shall submit an application to the Competent Authorities to form a co-operative housing society to comprise solely of the Allottee and other allottees of flats in the said Project, as per the provisions of the Maharashtra Co-operative Societies Act, 1960 and Rules thereunder, read with RERA and the Maha RERA Rules;

(iii) The Allottee shall, along with other allottees of flats in the said Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in which the allottees of the flats in the said Project alone shall be joined as members;

(iv) For this purpose, the Allottee shall, from time to time, sign and execute the application for registration and/or membership and all



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