

### AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** ("the said Agreement") is made and executed at Mumbai on this 26<sup>th</sup> day of December in the Christian year Two Thousand and Twenty (2020) BY AND BETWEEN:

**SHREE LAXMIDEVI DEVELOPERS (PAN NO. ADIFS0237J)**, a partnership firm, duly registered under the provisions of Indian Partnership Act, 1932 having its registered/present office address at Plot No.281, 11 Floor, Laxmi Villa, Jawahar Nagar, Road No.3, Goregaon (West), Mumbai-400104 represented through its Authorized Signatory and Partner, **MR. PRAVIN A. KOTHARI & MR. SUNNY DHANSUKHLAL SHAH** hereinafter collectively referred to as "PROMOTERS/DEVELOPERS/BUILDERS (which expression shall unless it be repugnant to the context or meaning thereof, shall mean and include the partners constituting the said Firm and Partner(s) from time to time and survivors of them and their respective heirs, executors, administrators of the surviving Partners and their Successors and assignees) of the **ONE PART**,

AND

**FDC Limited** bearing CIN no. **L24239MH1940PLC003176**, a public limited company duly registered under the provisions of The Indian Companies Act, 1913 and having its registered office address at B-8, MIDC Industrial Estate, Waluj, Aurangabad, Maharashtra – 431130 represented through its Authorized Signatory, **Mr. SANJAY BHAWARLAL JAIN**; hereinafter called "THE FLAT PURCHASER(S)(s)/ALLOTTEE(S)/PURCHASER(S)" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean the said Company, its Directors, employees, executives, official assignee, etc.) of the **OTHER PART**;

The Promoter/Developers(s) and the Allottee(s)/s shall herein after collectively be referred to as the 'Parties' and individually as the 'Party'.

**WHEREAS**, Originally, one F. E. Dinshaw Charities (hereinafter referred to as "said Trust"), a registered Public Charitable Trust bearing Registration no. E-6122 under the provisions of Bombay Public Trust Act, 1950 was the owner and holder of all those pieces or parcels of land bearing CTS no. 1376, 1376/1 to 9, 1377 (Part), 1377/1 to 42, 43 (part) and 44 (part), 45 to 47, 1378 (part), 1378/1 to 14, 1378/18 (part), 19 (Part), 1378/22 to 26, 1379, 1379/1 to 21, 1380, 1380/1 to 11 totally admeasuring about **3171.10 sq. meters** or thereabouts of Village Malad (South),

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Taluka Borivali situated near Goregaon Telephone Exchange at New Goregaon-Mulund Link Road, Malad (W) in Municipal Ward No. P/South within the municipal limits of Municipal Corporation of Greater Mumbai and Mumbai Suburban District *within the local limits of Municipal Corporation of Greater Mumbai (hereinafter for the sake of brevity referred to as "said property")*— more particularly described in the Schedule written hereunder.

- A. National and Grindlays Bank Ltd., a banking company incorporated in the United Kingdom and then-having places of business in India was appointed as Trustee in respect of the said Trust formed by F. E. Dinshaw.
- B. Vide a Deed of Transfer dated 18/09/1969, the said National and Grindlays Bank Ltd. transferred and conveyed all the properties of the said Trust including the said property in favour of one Mrs. Bachoobai Woronzow Daschkow and one Edulji F. E. Dinshaw as tenants-in-common in equal share.
- C. The said Edulji F. E. Dinshaw passed away on or about 14/03/1970 in New York, USA leaving his last Will and Testament dated 04/02/1970 thereby appointing Mrs. Bachoobai Woronzow Daschkow as the sole Executrix.
- D. The said Will of deceased Edulji F. E. Dinshaw came to be probated vide Order dated 02/04/1970 under the Seal of Surrogates Court of County of New York, USA in favour of the said Mrs. Bachoobai Woronzow Daschkow in view of the said Will dated 04/02/1970.
- E. The said Mrs. Bachoobai Woronzow Daschkow, the Sole Executrix of deceased Edulji F. E. Dinshaw approached the Hon'ble High Court of Judicature at Bombay for obtaining Letters of Administration in respect of the said Will dated 04/02/1970 through her Constituted Attorney Mr. Jehangir Behram Dubash.
- F. The Hon'ble High Court of Judicature at Bombay granted Letter of Administration (with exemplification of Probate of Will of Edulji F. E. Dinshaw) in favour of the said Mr. Jehangir Behram Dubash vide its Order dated 12/11/1971. vide an Order dated 21/12/1972 passed in Misc. Petition no. 29 of 1972 passed by Hon'ble High Court of Judicature at Bombay in its Testamentary and Intestate Jurisdiction, Mr. Jehangir Behram Dubash came to be replaced by one Mr. Nusli Neville Wadia in the capacity of Administrator of the estate of Edulji F. E. Dinshaw. In the meanwhile, the said property came to be encroached by several persons for erection of slums for their accommodation purpose.
- I. Vide Deed of Trust dated 28/12/1973, the said Mrs. Bachoobai Woronzow Daschkow settled her half undivided share in respect of her properties including the said property in favour of the said Trust i.e. F. E. Dinshaw Charities and for that purpose appointed Mr. Nusli Neville Wadia, Mrs. Naureen Nusli Wadia and Mr. Ram Kumar Batra as the Trustees of the said Trust.
- J. The said Mr. Ram Kumar Batra passed away on 20/08/1981 and in view thereof, the said Mr. Rajesh Batra and Mr. Subodh Nanubhai Tantri came to be appointed as Trustees in his place with effect from 15/10/1981.



Mr. Hundrali Subbanna Srinivas was appointed as Trustee of the said Trust with effect from 05/11/1984. AND WHEREAS, resignation of the said Mr.

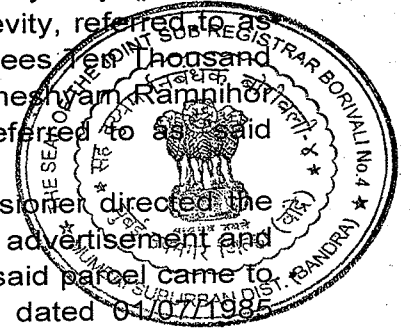
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Subodh Nanubhai Tantri in the capacity of Trustee came to be accepted by the remaining Trustees of the said Trust with effect from 19/02/1985.

- L. In the meanwhile, vide a notification bearing no. SAA/Malad/9 dated 30/09/1977 published in Official Gazette dated 13/10/1977 issued by the State Government of Maharashtra (Part-I), the said property came to be declared as "Slum Areas" by the Competent Authority in view of section 4(1) of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 – hereinafter for the sake of brevity, referred to as "said Act".
- M. Vide an Agreement dated 24/09/1984, the said Trust through its Trustees (1) Mr. Nusli Neville Wadia, (2) Mrs. Naureen Nusli Wadia, (3) Mr. Rajesh Kumar Batra and (4) Mr. Hundrali Subbanna Srinivas agreed to sell a small portion of the said property bearing Survey no. 403, CTS no. 1379, 1379/1 to 21 of Village: Malad (South) in the Registration District of Bombay City (presently Mumbai Suburban District) – hereinafter for the sake of brevity, referred to as "said parcel" for valuable consideration of Rs. 10,000/- (Rupees Ten Thousand Only) to (1) Shri Adyaprasad Dukharam Dube, (2) Shri Radheshyam Ramnihor Yadav and (3) Shri Ashram Chaittu Yadav (hereinafter referred to as "said Adyaprasad Dukharam Dube & Ors.")
- N. Vide an Order dated 17/04/1985 the office charity commissioner directed the said Trust that offers be invited for the said parcel by public advertisement and in view of the said directions, advertisements for sell of the said parcel came to be published in daily newspapers namely "Janmabhoomi" dated 01/07/1985 and "Free Press Journal" dated 02/07/1985 thereby inviting offers from public at large in respect of the said parcel.
- O. The said Adyaprasad Dukharam Dube & Ors. made an offer of Rs. 10,000/- (Rupees Ten Thousand Only) for purchasing the said parcel and the said offer came to be accepted by the said Trust subject to approval of Hon'ble Charity Commissioner. AND WHEREAS, the said Adyaprasad Dukharam Dube & Ors. raised their offer to Rs. 10,100/- (Rupees Ten Thousand One Hundred Only) before the Hon'ble Charity Commissioner on 28/04/1986 and the said offer came to be sanctioned in accordance with section 36(1) (a) of the Bombay Public Trust Act and whereas in view of the same, the said Adyaprasad Dukharam Dube & Ors. paid the said offer price.
- P. In view of the said sanction, the said Trust through its Trustees (1) Mr. Nusli Neville Wadia, (2) Mrs. Naureen Nusli Wadia, (3) Mr. Rajesh Kumar Batra and (4) Mr. Hundrali Subbanna Srinivas executed an Indenture dated 05/12/1986 thereby transferring and conveying the said parcel being land Survey no. 403, CTS no. 1379, 1379/1 to 21 of Village: Malad (South) in the Registration District of Bombay City (presently Mumbai Suburban District) in favour of the said Adyaprasad Dukharam Dube & Ors. The said Indenture dated 05/12/1986 came to be duly registered at Sr. no. BBJ/4071/1986.
- Q. In view of the said transactions, the said (1) Shri Adyaprasad Dukharam Dube, (2) Shri Radheshyam Ramnihor Yadav and (3) Shri Ashram Chaittu Yadav came to become tenants-in-common in respect of the said parcel holding undivided share of 1/3<sup>rd</sup> (i.e. 33.33%) each.



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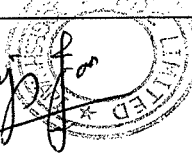
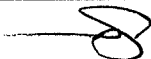
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- R. On or about 29/07/2001, the said Mr. Adyaprasad Dukharam Dube passed away intestate leaving behind (1) Mr. Ramchiranjiv Adyaprasad Dubey, (2) Mr. Ramji Adyaprasad Dubey and (3) Mr. Krishna Gopal Adyaprasad Dubey as his only surviving legal heirs entitled to the said parcel. And whereas, in view of death of Adyaprasad Dukharam Dube, his undivided share of 33.33% came to be devolved upon the said (1) Mr. Ramchiranjiv Adyaprasad Dubey, (2) Mr. Ramji Adyaprasad Dubey and (3) Mr. Krishna Gopal Adyaprasad Dubey in equal proportion i.e. 11.11% each.
- S. The said (1) Mr. Ramchiranjiv Adyaprasad Dubey, (2) Mr. Ramji Adyaprasad Dubey and (3) Mr. Krishna Gopal Adyaprasad Dubey along with (4) Mr. Asharam Chattu Yadav entered into an Agreement for Development dated 25/08/2006 in respect of their undivided share of 66.66% in respect of the said parcel in favour of one M/s Chetak Developers for valuable consideration and other terms and conditions more particularly mentioned therein. The said Agreement for Development came to be registered vide Sr. no. BDR-12/6304/2006.
- T. Thereafter, the said (1) Mr. Ramchiranjiv Adyaprasad Dubey, (2) Mr. Ramji Adyaprasad Dubey and (3) Mr. Krishna Gopal Adyaprasad Dubey along with (4) Mr. Asharam Chattu Yadav sold their undivided share of 66.66% in respect of the said parcel in favour of the said M/s Chetak Developers for valuable consideration and other terms and conditions more particularly mentioned in Deed of Conveyance dated 09/08/2007 duly registered BDR-5/6450/2007.
- U. In view of the said transaction, the said Chetak Developers came to become absolute owner in respect of the said parcel being land bearing Survey no. 403, CTS no. 1379, 1379/1 to 21 of Village: Malad (South) in the Registration District of Bombay City (presently Mumbai Suburban District).
- V. The slum-dwellers occupying encroached structures on said property declared as "Slum property" came together and proposed to form a co-operative housing Society under the slum laws in the name and style of Shree Vasari Hill (SRA) Cooperative Housing Society (Proposed) – hereinafter for the sake of brevity referred to as "said Slum Society".

W. The said Slum Society resolved to redevelop their structures standing on the said property under the prevailing slum scheme floated by State Government of Maharashtra and since the said slum society was unable to develop the said property on their own efforts and resources due to various problems like managerial incapacities, its inability to obtain necessary permissions and procuring loans etc. and hence for the said purpose appointed M/s Chetak Litespace Pvt. Ltd. (hereinafter for the sake of brevity, referred to as "said Chetak") as their Developers vide Development Agreement and Power of Attorney both dated 12/05/2009. Thereafter, the said Slum Society submitted a proposal for development under the then-prevailing provisions of Regulation no. 33(10) of the Development Control Regulation adapted by the city of Greater Mumbai through their Mr. Mahendra N. Panchal of M/s Mahendra n Associate

vide its proposal dated 03/06/2009 duly submitted in the office of Chief Executive Officer (CEO), Slum Rehabilitation Authority (SRA), Mumbai on

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Body Meeting dated 17/03/2017 and further resolved to appoint the Promoters herein as their new Developers for implementation of the said Slum Scheme.

GG. The Hon'ble Secretary, SRA passed an Order dated 19/04/2017 thereby approving the proposal of the said Slum Society for change of Developers and accordingly the appointment of Promoters herein as the Developers for implementation and completion of the said project came to be confirmed.

HH. The said Slum Society entered into Development Agreement and Power of Attorney, both dated 20/04/2017 in favour of the said Promoters herein thereby entrusting the development rights in respect of the said property under the Slum Scheme in favour of the Promoters herein.

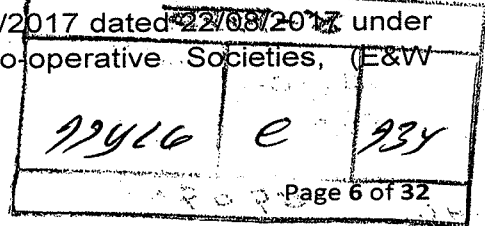
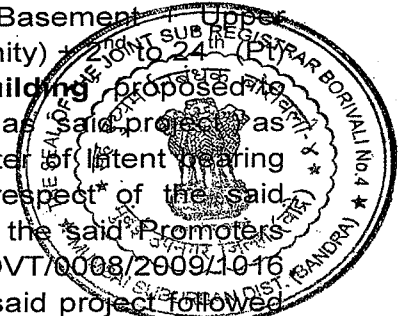
II. By virtue of the foregoing chain of events and documentations, the Promoters herein came to become sufficiently entitled to develop the said property under Slum Scheme in accordance with DCR 33(10) adopted by city of Mumbai.

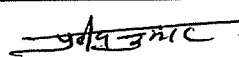


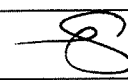
JJ. The Promoters herein took several steps and submitted proposal for construction of one Rehab Building consisting of Ground (Part) plus Stilt (Part) plus 1<sup>st</sup> to 23<sup>th</sup> upper floors; hereinafter referred to as "the said Rehab Building" and one Sale Building consisting of Lower Basement + Upper Basement + Stilt + 1<sup>st</sup> Level of Podium (for Parking & Amenity) + Upper Floors, hereinafter referred to as "the said Sale building" proposed to be constructed on the said property (hereinafter referred to as "said project") as per sanctioned layout plans and accordingly obtained Letter of Intent bearing no. SRA/ENG/2268/PS/STLG/LOI dated 10/07/2017 in respect of the said project from the Slum Rehabilitation Authority. Thereafter, the said Promoters obtained Intimation of Approval bearing no. PS/STGOVT/008/2009/1016 dated 19/07/2017 in respect of the Rehab Building in the said project followed by Intimation of Approval bearing no. PS/STGOVT/008/2009/1016 dated 26/07/2017 in respect of the Sale Building.

KK. The said Letter of Intent bearing no. SRA/ENG/2268/PS/STLG/LOI dated 10/07/2017 in respect of the said project came to be challenged before the Hon'ble Apex Grievance Redressal Committee by one Dongareshwar Co-operative Housing Society (Proposed) vide Appeal (Ld.) no. 01/2017 and after hearing the said appeal on merits, the Hon'ble Apex Grievance Redressal Committee was pleased to dismiss the said Appeal on merits vide its detailed Order dated 03/01/2018.

LL. The Promoters have represented that till the date of execution of this Agreement there are no injunctive or prohibitory Orders passed by any Competent Authority or Competent Court of Law thereby prejudicing the rights of the Promoters of developing the said property.

MM. The said Slum Society came to be registered under the name and style of Shree Vasari Hill (SRA) Co-operative Housing Society Limited as per the provisions of section 9(1) of the Maharashtra Co-operative Societies Act, 1960 vide Registration no. MUM/SRA/HSG/T.C./12817/2017 dated 22/08/2017 under the Seal and Signature of Dy. Registrar, Co-operative Societies, (E&W Suburban), SRA, Mumbai.



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16/10/2009 along with all necessary documents and annexures as per the then-prevailing rules and regulations (hereinafter for the sake of brevity, referred to as "said project").

- X. A notification of acquisition in respect of the said property came to be published in the Official Gazette of State Government of Maharashtra in its Part-IV/B, Pages 1-5 dated 07/05/2009 by the office of Hon'ble Addl. Collector (Enc/Rem), Western Suburbs, Bandra Mumbai in accordance with section 14(1) of the said Act in favour and for the benefit of the said Slum Society.
- Y. By following due process of law, after considering the rights of parties concerned and after hearing all the parties concerned, the office of Dy. Collector (Enc/Rem), Malad passed an Award dated 31/03/2011 in respect of the said property vide Order bearing no. UPJ/A.N./Malad/K.V./464/11 bearing outward no. 449 and Order bearing no. UPJ/A.N./Malad/K.V./464/11 bearing outward no. 450 in favour of the said Slum Society and declared the compensation to be paid by the said Slum Society.
- Z. After following due process of law, the possession of the said property came to be handed over to the said Slum Society vide two Possession letters, both dated 20/04/2011.
- AA. Thereafter, the office of Dy. Collector (Enc/Rem), Malad issued Annexure-2 dated 03/03/2012 thereby certifying the said slum scheme for a total of 203 slum-dwellers occupying the said property.
- BB. In the meanwhile, the said F.E. Dinshaw Charities and others filed Writ Petition no. 1014 of 2011 and Writ Petition no. 74 of 2011 before the Hon'ble High Court of Judicature at Bombay in its Ordinary Original Civil Jurisdiction.
- CC. The said Chetak was added as a party-respondent in the said Writ Petitions as Respondent no. 9 and after due negotiations, the Petitioner and the Respondent no. 9 to the Writ Petitions mutually settled their disputes by entering into an understanding whereby, the Respondent no. 9 was required to make a payment of Rs. 1,66,82,000/- (Rupees One Crore Sixty-Six Lacs Eighty-Two Thousand Only) in addition to the compensation payable by the said Slum Society under the Award dated 31/03/2011 passed by the office of Dy. Collector (Enc/Rem), Malad bearing no. UPJ/A.N./Malad/K.V./464/11 bearing outward no. 449 and Order bearing no. UPJ/A.N./Malad/K.V./464/11 bearing outward no. 450 and accordingly the said Writ Petitions bearing no. 1014/2011 and 74/2011 came to be disposed of as "not pressed" vide an Order dated 16/09/2015 passed by the Hon'ble High Court of Judicature at Bombay.
- DD. In view of the said Order dated 16/09/2015 passed in the above-mentioned Writ Petitions, the said Chetak had paid the said sum of Rs. 1,66,82,000/- (Rupees One Crore Sixty-Six Lacs Eighty-Two Thousand Only) to F. E. Dinshaw Charities between 31/12/2015 and 15/01/2016.
- EE. In view of the acquisition of the said property, it came to be vested in the State Government of Maharashtra for the benefits of said slum society.

From the said Slum Society made an application dated 06/03/2017 for change of developer to the SRA after passing a resolution to that effect in its General



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NN. The Slum Rehabilitation Authority issued the commencement certificate No. PS/STGOVT/0008/2009/1016 dated 28/09/2017 under section 44 and 69 of the Maharashtra Regional Town Planning Act, 1966, to carry out development and building permission under section 45 of Maharashtra Regional Town Planning Act, 1966, to erect the said Rehab Building on the said property upto plinth level and thereafter extended upto full height consisting of Ground (Part) + Stilt (Part) + 1<sup>st</sup> to 23<sup>rd</sup> upper floors including LMR and OHWT as per approved amended plans on 21/09/2018 as mentioned in the said Commencement Certificate, a copy whereof is annexed hereto. The Promoters have obtained Occupation Certificate in respect of the Rchab Building on 17/12/2020 from Slum Rehabilitation Authority.

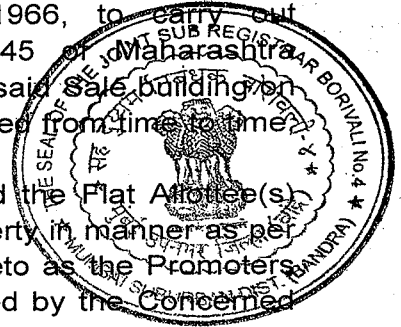
OO. The Slum Rehabilitation Authority issued the commencement certificate No. PS/STGOVT/0008/2009/1016/AP/S dated 03/01/2019 under section 44 and 69 of the Maharashtra Regional Town Planning Act, 1966, to carry out development and building permission under section 45 of Maharashtra Regional Town Planning Act, 1966, to construct/erect the said Sale building on the said property upto 15<sup>th</sup> Floor, which came to be amended from time to time latest copy whereof is annexed hereto.

PP. The Promoters have indicated to the Flat Allottee(s) and the Flat Allottee(s) is/are aware that the Promoters will develop the said property in manner as per the said layout plan with such modification/alteration thereto as the Promoters may from time to time determine and as may be approved by the Concerned Authorities.

QQ. The Flat Allottee(s)/s has/have seen the layout plan of the said property showing the location of the said Sale Building and seen the plans in respect of the said Sale Building. The Property Cards of the said property are annexed hereto.

The land other than the said property may be developed by Promoters or its associate companies/firms/collaborates in any manner as they deem and proper. It is also intended that lands adjoining to the said property may also be merged with the said property and promoters may, after obtaining requisite approvals from Competent Authorities; develop the adjacent plot as may be permitted by Competent Authorities subject however that such amalgamated development shall not result in any change of specification, location, preferred location attributes (for which preferential location charges are applicable separately) and the size of the apartment or entail payment of additional consideration charges by the Allottee for the apartment booked herein.

The Promoters have entered into a prescribed agreement by Council Of Architects with the architect Mr. Rasik P. Hingoo of M/s Rasik P. Hingoo Associates registered with the Council of Architects and also appointed Mr. Vikas Gokhale of M/s Associated Consultants, Thane as Structural Designers and RCC Consultants for preparing structural design and drawings and specification of the said Sale Building and the Flat Allottee(s) accepts the professional supervision of the said Architects and the said Structural Engineer



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till the completion of the Development of the said property unless otherwise changed and further that the Flat Allottee(s) acknowledges and understand the Promoters have the right to change their Architects and/or Structural Engineers for the said project for development of the said Sale Building as per their own desire without any reference to the Flat Allottee(s).

RR. AND WHEREAS, the Promoters are entitled to and enjoy upon the Sale Component of the said project i.e. Sale Building to be known as "LAXMI RAAJVILAS" on the said Property and sell flats/shops/offices/nursing home(s)/garages, basement/car parking space/terraces/walls/hoarding spaces, etc. (all of which hereinafter for brevity's sake referred to as "the said premises/flat" and reference to Flat Allottee(s) in this Agreement means Allottee(s) of such premises).

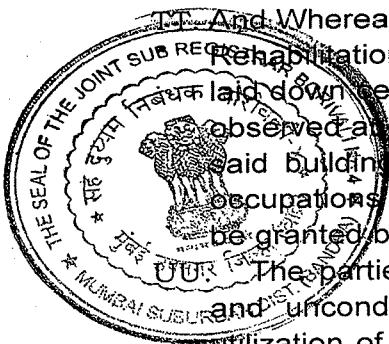
SS. The Flat Allottee(s) has/have demanded from the Promoters and the Promoters have given inspection to the Flat Allottee(s) of all the documents of title relating to the said Property/said Flat to the Flat Allottee(s), such as the Orders, the letters, Applications, permissions, plans, designs and specifications for putting up entire construction consuming the entire FSI available and receivable on the said lands prepared by the Promoters' Architect Mr. Rasik P. Hingoo of M/s Rasik P. Hingoo Associates and of such other documents as are specified under Maharashtra Ownership of Flats (Regulations of the Promotion of Construction, Sale, Management and Transfer) Act 1963 and Real Estate Regulation Act, 2016 (as applicable to the State of Maharashtra).

A copy of the certificate of title issued by the advocate, Copies of property card on which the flats are being constructed or are to be constructed and a copy of the floor plan of the said Flat agreed to be purchased by the Flat Allottee(s) approved by the SRA have been annexed hereto.

TT. And Whereas, while sanctioning the said plans for the said building under Slum Rehabilitation Scheme, the concerned local authority and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said land or the said building and upon due observance and performance of which only the occupations and the completion certificates in respect of the said building shall be granted by the concerned local authority/ Government.

The parties hereto have agreed that the Promoters shall have unqualified and unconditional right to get the sanctioned plans amended for optimal utilization of FSI of the said project subject however, to a condition that under any circumstances, the Promoters shall not be entitled to change the floor, view or other specifications of the said premises agreed to be purchased by the Allottee(s) in this Agreement.

VV. The Promoters have registered the said project under the name and style of "Laxmi Raajvilas" with MahaRERA vide Registration no. P51800020965 under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 hereinafter for the sake of brevity referred to as "said Act".



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The Flat Allottee(s) have applied to the Promoters for purchase of flat bearing No. **1502** admeasuring about **1181 sq. ft.** carpet area on the **15<sup>TH</sup> Floor** (hereinafter for the sake of convenience referred to as "**the said premises**") **one Car Park Space** (hereinafter for the sake of convenience referred to as "**the said car park space**") in the said building to be constructed on the said property and to be known as "**LAXMI RAAJVILAS**" ["carpet area" means *the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment*] and the Promoters have agreed to allot/sell the said premises and the said car park space for a total lumpsum consideration of ₹. **2,71,63,000/- (Rupees Two Crore Seventy One Lakh Sixty Three Thousands Only)** subject to deduction of TDS (as applicable). For the sake of further brevity, the said car park space shall be deemed to be included in the term "said premises" for all purposes.



WW. AND WHEREAS, the Promoters are entering into separate Agreements with several other persons and parties for Sale of Duplex/flats/shops/car parking spouse and other premises in the said building.

The Flat Allottee(s) have entered into this Agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, letters, Orders, specifications, designs, restriction etc. recited and referred to above.

Relying upon the said application, declaration and Agreement contained in this Agreement the Promoters agree to sell to the Flat Allottee(s) the said flat at the price and on the terms and conditions hereinafter appearing:

XX. The Promoters have represented to the Allottee(s) that the said project has been financed by Aditya Birla Housing Finance Limited (hereinafter referred to as "Mortgagee") The Allottee(s) consents that Promoter(s) reserves right to create mortgages/encumbrances as required from time to time, save and except the right of the Allottee(s) on the said Flat. In terms of the security/loan documents, the Mortgagee has agreed that the Promoters in their normal course of business can sell the apartments and upon intimation of such sale to the mortgagee, the mortgagee shall release its charge on the apartments agreed to be sold by Promoters. The Promoters shall ensure that prior to conveyance/Lease of the said land on pro-rata basis to association of allottees, the said mortgage facilities shall be fully repaid and satisfied by the Promoters. The Promoters have obtained NOC dated 23/12/2020 from Aditya Birla Housing Finance Limited thereby granting permission for entering into this Agreement in respect of said Flat.

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YY. Save and except the disclosures mentioned on the MahaRERA website and subject to the Certificate of Title dated **09/05/2020** annexed hereto, the title of the said Property is clear, marketable and free from all encumbrances.

ZZ. The Promoter(s) are required to execute a written Agreement for sale of said Flat/Premises to the Allottee(s)/s under the said Act and accordingly by the parties hereto have entered in to this Agreement.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HERE BY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:**

The Parties hereto agree that the recitals hereinabove shall form an integral part of this Agreement.

1. The Promoter(s) have proposed to construct/develop multi-storied building in the project known as "**LAXMI RAAJVILAS**" or any other name as may be decided by the Promoter(s) on the said Property for the residential and/or commercial use consisting of Lower Basement + Upper Basement + Stilt + 1<sup>st</sup> Level of Podium (for Parking & Amenity) + 2<sup>nd</sup> to 24<sup>th</sup> (Pt) Upper Floors, as per the designs, specifications approved and/or will be approved and/or amended by the concerned local authorities and/or Slum Rehabilitation Authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee(s) in respect of variations or modifications which may adversely affect the said Apartment of the Allottee(s) except for any alteration or addition required by any Government authorities or due to change in law. However, it is further agreed between the parties that the Promoter(s) shall be entitled to make such variations and modification as the Promoter(s) may consider necessary for using the full potential of the said Property or merge the said project and the said property with the adjoining and contiguous plots of land without affecting the floor and view of the said Apartment agreed to be purchased herein or such changes, modification, as may be required by the concerned local authority/ Government, using such present and future Floor Space Index(FSI)/Transferable Development Rights (TDR) that maybe available to the Promoter(s), from the concerned authority and/or such other global FSI/TDR that may be available to the Promoter(s). It being clearly agreed and understood by the Allottee(s)/s, that any benefit available by way of increase in FSI/TDR, which may be increased by way of global FSI/TDR or otherwise, shall only be for the use and utilization by the Promoter(s), and the Allottee(s)/s shall have no right and/or claim in respect of the same, whether during construction or after construction having been completed but before execution of the final Deed of Lease (Conveyance) in respect of said land in pro-rata proportion that may be executed in favour of the Co-operative Society

or any other entity (hereinafter for the sake of convenience, referred to as



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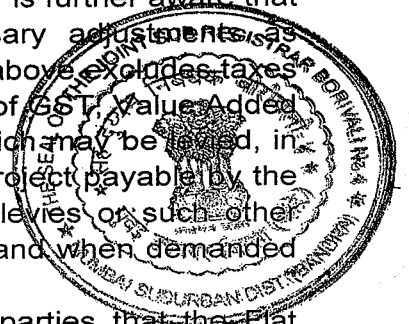
"said Sale Society" that may be formed by the flat Allottee(s)/s but after completion of the entire project.

2. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Flat no. 1502 admeasuring about 1181 sq. ft. of Carpet Area on the 15<sup>th</sup> Floor and the said Car Park Space in the building known as "Laxmi Raajvilas" (hereinafter referred to as "said Apartment") as shown in the floor plan hereto annexed and marked for a total lumpsum consideration of ₹. 2,71,63,000/- (Rupees Two Crore Seventy One Lakh Sixty Three Thousands Only), hereinafter for the sake of brevity, referred to as "said total consideration" subject to deduction of TDS (as applicable).

However, it is explicitly made clear by the Promoters that the total consideration shall not include Goods & Service Tax (GST) and such other levies and taxes, as may be applicable from time to time. The Flat Purchaser is further aware that the said total consideration is arrived at after necessary adjustments as permissible under prevailing laws. The total consideration above excludes taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the project payable by the Promoter). The Flat Purchaser undertakes to pay GST, levies or such other taxes, duties, as may be applicable from time to time, as and when demanded by the Promoter.

It is further mutually agreed upon by and between the parties that the Flat Purchaser(s) shall be liable to pay such increments in the total consideration as may be caused and demanded 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 or Local Bodies or Government from time to time. The Promoter further agrees that while raising a demand on the Allottee for increase in Development charges, costs, or levies imposed by the Competent Authorities et cetera, 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 Allottee, which shall only be applicable on subsequent payments.

- 2A. The Allottee may obtain finance/ loan from any financial institution, bank or any other source, but the Allottee's obligation to purchase the said Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such finance. The Allottee would remain bound under this Agreement whether or not it has been able to obtain finance for the purchase of the said Apartment. The Allottee agrees and has fully understood that the Promoter shall not be under any obligation whatsoever to make any arrangement for the finance/ loan facilities to the Allottee from any bank/ financial institution. The Allottee shall not omit, ignore, delay, withhold, or fail to make timely payments due to the Promoters in accordance with the Payment Plan on the grounds of the non-availability of bank loan or finance facility from any bank/ financial institution for any reason whatsoever and if the Allottee fails



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to make the due payment to the Promoter within the time agreed herein, then the Promoter shall have the right to terminate this Agreement in the manner herein provided. Under any circumstances, the Promoter shall not be responsible towards any other third party, who has made payments or remittances to the Promoter on behalf of the Allottee and any such third party shall not have any right against the said Apartment or under this Agreement whatsoever. The Promoter shall issue the payment receipts only in favour of the Allottee. Notwithstanding the above, the Allottee is and shall remain solely and absolutely responsible for ensuring and making all the payments due under this Agreement on time.

3. The Allottee has paid an amount of ₹. 2,69,59,277/- (Rupees Two Crore Sixty Nine Lakh Fifty Nine Thousands Two Hundred and Seventy Seven Only) on or before execution of this Agreement towards full and final payment in respect of the said premises and Allottee shall produce TDS Certificate for a sum of ₹ 2,03,723/- (Rupees Two Lakh Three Thousands Seven Hundred and Twenty Three Only) within 30 days from date hereof.
4. The Allottee shall, on or before delivery of possession of the said premises pay the following non-refundable amounts to the Promoter, which shall be over and above the total consideration mentioned herein before:
  - (i) A non-refundable consolidated sum of ₹. 8,85,750/- (Rupees Eight Lakh Eighty Five Thousands Seven Hundred Fifty Only) towards Society Formation Charges, Legal Charges, Development Charges, Utility Charges, Taxes, Utility Deposits, etc.
  - (ii) A sum of ₹. 1,70,064/- (Rupees One Lakh Seventy Thousands And Sixty Four Only) towards deposit for a provisional monthly contribution towards outgoings of Society in respect of the said flat for a period of 12 months from the date of Occupation Certificate in respect of the said building or actual possession of the said flat, whichever is earlier.

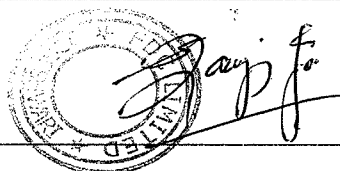
(iii) All applicable taxes, duties, fees, Cess, surcharge, etc. as may be leviable by Competent Authority on any aspect of this Agreement.

5. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupation certificate is granted by the Competent Authority, by furnishing the details of the changes, if any, in the carpet area, subject to a variation of 3 percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. Notwithstanding any other law for the time being in force, the parties have mutually agreed that if the variation of carpet area of the said apartment is upto 1% of the area mentioned in this agreement, neither of the party shall pay the other for such variation, however, if there is any reduction in the carpet area above 1% and upto 3%, then Promoter shall refund the excess money paid by Allottee within 45 days. Likewise, if there is any increase in the carpet area allotted to the Allottee which is more than 1% but less than 3%, the Promoter shall demand additional amount from the Allottee which shall be paid by Allottee along with applicable taxes on or before accepting possession of the



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Allottee(s) hereby agree and undertake that in case of any substandard size of rooms; they shall not make any complaint to the Slum Rehabilitation Authority.

6. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any heads of the use against all lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
7. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority, Competent Authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee, obtain occupation certificate in respect of the said Apartment from the concerned Competent Authority.
8. Time for payment of consideration amount, taxes and every part thereof, as and when demanded is an essence of this contract for the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said flat to the Allottee and the common areas to the Society after receiving the Occupancy Certificate. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her/them in meeting other obligations under the Agreement as per the Payment Plan described hereinabove. Dispatch of demand letter electronically and/or by post/courier by or on behalf of the Promoter, shall be deemed as receipt of the same by the Allottee, the Allottee shall not claim non-receipt of the demand letter as a plea, or an excuse for non-payment of any amount or amounts on their respective due dates.
9. The Promoter hereby declared that the Floor Space Index available as on date in respect of the project land is 4.72 only and Promoter has plan to utilize Floor Space Index of 6.37 by availing of TDR or FSI or Fungible FSI/Incentive FSI available on payment of premiums, if any. The Promoter has further informed the Allottee that the Promoter shall be entitled to exploit optimal FSI/TDR/Incentive FSI/Fungible FSI/CRZ FSI that may accrue in respect of the said project and accordingly revise the sanctioned plans as permissible under the prevailing laws without disturbing the nature, floor and view of the said apartment agreed to be purchased by the Allottee herein. Upon execution of this Agreement, the Allottee hereby indicates his awareness that the Promoter shall be exclusively entitled to utilize and exhaust the extra FSI, if any generated and such proposed FSI shall always belong to Promoter only.
10. If the Promoter fails to abide by the time schedule for completing the project and handing over the said Apartment to the Allottee; the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as



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specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. Notwithstanding any other clause of this Agreement or any law in force for the time being, the parties have mutually agreed that any delay arising out of delay on the part of Competent Authorities to decide on any application moved by the Promoters or their Architects or delay in issuance of NOC/Permission(s)/Sanctions, etc. by such Competent Authorities without any justifiable reasons shall not be construed to be delay on behalf of Promoters and hence the Promoters shall not be held liable for the same in any manner, whatsoever. The Allottee agrees to pay to the Promoter, interest as specified In the Rule, on all the delayed payments which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date of the said amount is payable by the Allottee to the Promoter.

11. The Promoter shall give possession of the apartment to the Allottee on or before **15 day of February 2023**. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of apartment on the aforesaid date, if completion of building in which the apartment is to be situated or the delivery of possession of concerned apartment is delayed on account of:

- (1) war, civil commotion or Act of God;
- (2) any notice, Order, Rule, notification of Competent Government and/or other Public or Competent Authority/court.
- (3) changes in any Rules, regulations, bye laws of various authorities/bodies and the Acts of the authorities affecting the development of the project or
- (4) delay in grant of any NOC/permission/license/connection for installation of any services, such as lifts, electricity and water connections and meters to the project/flat/road or completion certificate from appropriate authority.

Any delay caused by the Competent Authority in issuance of necessary permissions/sanctions/NOC or such other statutory approvals required for delivering possession of the said Apartment after making an application to that effect without any reasonable cause.

Any delay caused due to any injunctive or prohibitory orders passed by any Competent Court of Law.

In either or all of the events mentioned above or such incidental or co-incidental events, the period of possession will automatically stand extended and under such circumstances, notwithstanding any law for the time being in force, the Promoter shall not be liable to pay any interest for such delay caused on the foregoing grounds.

## 12. PROCEDURE FOR TAKING POSSESSION:

The Promoter, upon obtaining the Occupancy Certificate from the Competent Authority in respect of the said apartment and the full and final consideration part by the Allottee as per the Agreement shall; offer in writing the possession of the said Apartment to the Allottee in terms of this Agreement to be taken within 7 days from the date of issue of such notice and the Promoter shall accordingly give possession



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of the said Apartment to the Allottee. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or said Sale Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate in respect of the said Apartment. The Allottee shall take possession of the said Apartment within 7 days of the written notice from the Promoter to the Allottee intimating that the said Apartment is ready for use and occupancy.

**13. Failure of Allottee to take Possession of the said Apartment:**

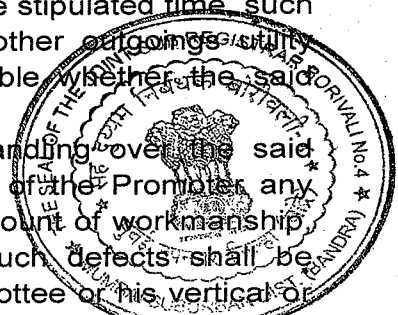
Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documents as may be prescribed by the Promoter and the Promoter shall give possession of the said Apartment to the Allottee. In case the Allottee fails to take possession within the stipulated time, such Allottee shall be liable to pay maintenance charges and other outgoings, utility charges, etc. in respect of the said Apartment as applicable whether the said Apartment is occupied or not.

14. If within a period of five years from the date of handing over the said Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own costs. However, if the Allottee or his vertical or horizontal neighbors carry out any kind of civil work or structural changes to his/her/their Apartment thereby causing any direct or indirect defect, damage, harm in the structure of the Apartment of the Allottee, the Promoter shall be not liable to rectify the same.

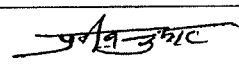

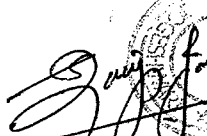

15. The Allottee further undertakes that he/she/they shall use the said Apartment only for the purpose for which it is sanctioned and likewise he/she/they shall use the parking space only for the purpose of parking private vehicles.

16. The Allottee shall, along with other Allottees of apartments in the building, join in formation and registration of a Sale Society to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of said Sale society and for becoming a member, including the bye laws of the proposed society and duly filled in, sign and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bylaws, as may be required by the registrar of co-operative societies, as the case may be, or any other Competent Authority.

17. The Promoter shall, within 3 months of registration of the said Sale Society as aforesaid and after obtaining Occupation Certificate in respect of the said project, take necessary steps for causing to transfer the leasehold rights in respect of such portion of the said property in favour of the Society, as may be determined by State Government of Maharashtra and the Slum Rehabilitation Authority.



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18. Within 7 days after notice in writing is given by the Promoter to the Allottee that the apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to management and maintenance of the project land and the buildings. Until the said Sale Society is formed and the structure of the building or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The amounts paid towards monthly contributions (as mentioned in clause 4(ii) above) by the Allottee to the Promoter shall not carry any interest and remain with Promoter until an assignment of lease of the structure of the building or wing is executed in favour of the said Sale society as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing, the aforesaid deposits (less deduction provided for in this Agreement) shall be transferred by the Promoter to the said Sale Society, as the case may be.

19. The Allottee shall also be liable to bear and pay such charges towards stamp duty and/or registration charges or other miscellaneous charges for registration of deed of assignment of the structure or the wing of the building in favour of the said Sale Society, as may be applicable. At the time of registration of deed of assignment of the project land, the Allottee shall pay to the Promoter, Allottees' share of stamp duty and registration charges payable, by the said Sale Society or Apex Body or Federation on such deed of assignment or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

**20. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

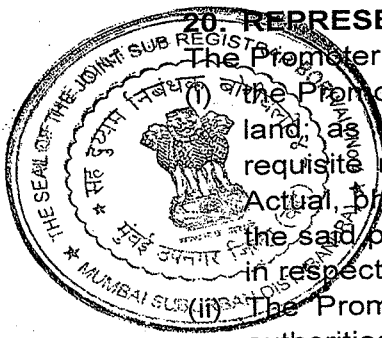
The Promoter hereby represents and warrants to the Allottee as follows:

(i) The Promoter has clear and marketable title for development of the said project land, as declared in the title report annexed to this Agreement 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 implementation of the said project. The Promoter has also disclosed the pending litigations, if any in respect of the subject land to the Allottee herein.

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said project and shall apply for 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 on the website of MahaRERA in respect of this project.

(iv) All approvals, licenses and permits issued by the competent authorities with respect to the project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all

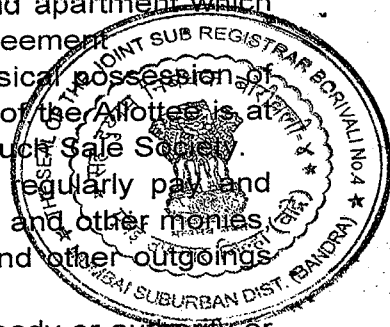


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approvals, licenses and permits to be issued by the competent authorities with respect to the project, project lead and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, project land, building/wing and the common areas.

- (v) The Promoter has a right to enter into this Agreement and has not committed or omitted to perform any Act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- (vi) The Promoter has 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 apartment which will, in any manner, affect the rights of Allottee under this Agreement.
- (vii) The Promoter shall hand over lawful, vacant, peaceful, physical possession of the common areas of the structure to the said Sale Society of the Allottee at the time of exaggregation of deed of assignment in favour of such Sale Society.
- (viii) The Promoter has duly paid and discharged and shall regularly pay and discharge the Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings to the competent authorities.
- (ix) There is no notice from any Government or any other local body or authority or any legislative enactment, Government ordinance, Order, notification thereby preventing the Promoter to enter into this Agreement.
- (x) The Allottee understands and agrees that the Promoters shall carry out the internal development within the Project, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc. (as may be required), however, it is understood that external linkages for these services beyond the periphery of the Real Estate Project, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the appropriate Government and/or the local authorities and the Promoters are dependent on the appropriate Government for providing such external linkage and the Promoters shall bear no responsibility for such unfinished work save and except towards payment of regular and essential charges or similar charges to the extent set out herein.
- (xi) It is further clarified and the Allottee agrees that in the event the appropriate Government fails to provide the external linkages for water lines and electricity by the time the Promoters offer possession of the apartments to the allottees, the Promoters shall make arrangements for water supply through tankers or otherwise, and electricity supply through DG sets, the charges for which shall be payable by the allottees to be calculated on the basis of actual cost including Applicable Taxes and duties plus a mark-up.
- (XII) The lands adjacent/near to said land ("Other lands") may be developed by Promoters and/or its associate companies/nominees/other collaborators /co-collaborators in any manner as they deem fit and proper in amalgamation with the said land. It is also intended that lands adjacent/near to the said land may also be merged and the Promoters may obtain requisite approvals for the same



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from the Competent Authority. However, the development on the Other Lands (or on the lands resulting from the amalgamation / merger with the Other Lands) shall not result in any change of the specifications, location, preferential location attributes (for which Preferential Location Charges are applicable) and the size of the Apartment on the Complex Lands; or entail payment of additional consideration / charges by the Allottee; or increase in the number of apartments in the Complex. Promoters and/or its associate companies/nominees/other collaborators/co-collaborators have the unequivocal right and entitlement to construct multi-storied residential buildings and other amenities, structures, facilities, services, etc. over the Other Lands (or on the lands resulting from the amalgamation / merger with lands adjacent/near to the said Lands) of such shape, size, height, specification and at such location as they may deem fit in their sole discretion and as may be approved by the Competent Authorities. The Allottee understands and acknowledges that the construction and the development which may be carried out as per Applicable Laws on the Other Lands by Promoters and/or its associate companies/nominees/other collaborators may or may not be a part of the Real Estate Project for which this Agreement has been executed.

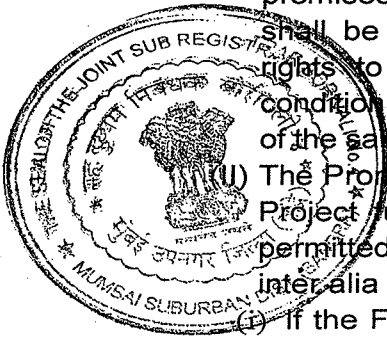
**23. RIGHTS OF PROMOTERS:**

(i) Notwithstanding any other clause of this Agreement or any other law for the time being in force, it is expressly agreed that the right of the Allottee(s)/s under this Agreement is only restricted to the said Flat/Premises/Apartment agreed to be sold by the Promoter(s) to the Allottee(s)/s and all other premises shall be the sole property of the Promoter(s) and the Promoter(s) shall be entitled in accordance with prevailing provisions of law including rights to amend the approved/sanctioned plans and layouts subject to a condition that there shall be no change(s) or modification(s) to the Floor or view of the said flat agreed to be purchased in this Agreement.

(ii) The Promoter(s) plans to construct and develop the said Property or the said Project further in the future and details of which have been certified and permitted/or will be certified and permitted under the RERA certificate and inter alia the include the following: -

(1) If the Floor Space Index (FSI), by whatever name or form is increased (a) in respect of the said Property and/or additional construction (i.e. more than what is envisaged at present) is possible on the said Property (b) on account of Transfer of Development Rights (TDR) (or in any other manner is made available for being utilized or otherwise and/or if the sanctioning authorities permit the construction of additional floors/wing, then in such event, the Promoter(s) shall be entitled to construct such additional floors, wing/s as per the revised building/s plans and deal with the same in the manner the Promoter(s) deems fit and proper.

(ii) The Allottee(s)/s expressly consent/s and confirms their revocable and unfettered right of the Promoter(s) to construct the said building and other structures (if any) on the said Property and/or additional floors on the said building being constructed/to be constructed in the future as on the said

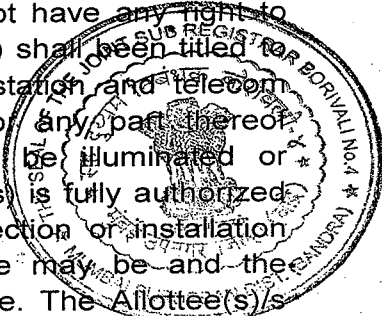


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Property in the manner as per the permissions/approvals received from time to time, without any further or other consent or concurrence in future. These consents and confirmation shall be treated as irrevocable. No Objection ("NOC") consent, permission given by the Allottee(s), under sections Section 14 of the RERA or any amendment shall be deemed to have been complied herewith, to the same as long as the total area of the said Flat/Premises is not reduced.

- (iii) The Promoter(s) shall always have a right to get the benefit of additional Floor Space Index for construction from sanctioning authorities and also to make the additions, alterations, raise floor/s or put up additional structures as maybe permitted by sanctioning authorities and display of advertisements and signboards and for such purpose may utilize any common facility or amenity such as water, electricity etc. available in the said Flat/ Premises to which the Allottee(s)/s shall not have any right to object, and it is expressly agreed that the Promoter(s) shall be entitled to put a hoarding or give on lease site for cell base station and telecom towers on the said Property or on the Buildings or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose Promoter(s) is fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the building/s as the case may be and the Allottee(s)/s agrees not to object or dispute the same. The Allottee(s)/s shall not be entitled to raise any objection or claim or any abatement in the price of the said Flat/Premises agreed to be acquired by him/her/them and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Promoter(s). The Promoter(s) shall be entitled to install its logo in one or more places in or upon the building/s and the Promoter(s) reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.
- (iv) Till the entire development of the said Property is completed, the Allottee(s)/s shall not interfere in any manner in any work of development or construction and the Promoter(s) alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the said Property and the Allottee(s)/s shall have no right or interest in the enjoyment and control of the Promoter(s) in this regard.



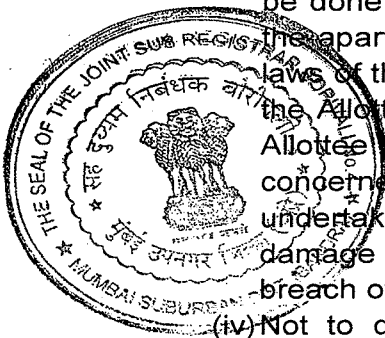
**24. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE(S) AND HIS/HER/THEIR SUCCESSOR-IN-TITLE OF THE SAID APARTMENT:**

The Allottee/s or himself/herself/themselves with intention to bind all persons into whosoever hence the said apartment may come, hereby covenants with the Promoter as follows:

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Page 19 of 32		

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- (i) to maintain the apartment at the Allottee/s own costs in good and tenable repair and condition from the date that of possession of the apartment is taken and shall not do or suffered to be done anything in Order to the building in which the apartment is situated which may be against the Rules, regulations or bye laws or change/alter or make addition in Order to the building in which the apartment is situated in the apartment itself or any part thereof without the consent of the local authorities and the Promoters. If the Allottee/s cause any kind of alteration in the sanctioned plan without the written permission of the Promoters; the Promoters shall be deemed to be absolved from the defect liability clause as envisaged in this Agreement and the said Act.
- (ii) Not to store in the apartment, any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction of the structure of the building in which the apartment is situated or storing of which goods is objected by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any of the structure of the building in which the apartment is situated, including entrances of the building in which the apartment is situated and in case of any damages caused to the building in which the apartment is situated or the apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach and shall also be further liable to make good such damages at his own cost.
- (iii) To carry out at his own cost all internal repairs to the said apartment and maintain the apartment in the same condition, state and Order in which it was delivered by the Promoter to the Allottee and shall not do or suffered to be done anything in or to the building in which the apartment is situated or the apartment which may be contrary to the Rules and regulations and bye laws of the concerned local authority or other public authority. In the event of the Allottee committing any Act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and or other public authority. The Allottee hereby undertakes to indemnify and keep indemnified the Promoters from any loss, damage or prejudice caused to the said project or the Promoters due to any breach of any of the conditions herein on his/her/their part.
- (iv) Not to demolish or cause to be demolished the apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the apartment is situated and shall keep the portion, sewers, drains and pipes in the apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slaps or RCC

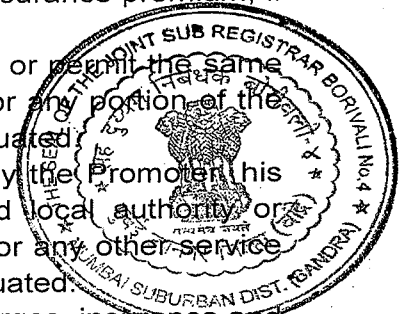


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parts of the building in which the apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural members in the apartment without the prior written permission of the Promoter.

- (v) Not to do a permit to be done any Act or thing which may render void or avoidable any insurance of the project land and the building in which the apartment is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance. The Allottee hereby undertakes to indemnify and make good all losses caused to the Promoter due to his Acts and/or abstinences causing increase in insurance premium, if any.
- (vi) Not to throw dirt, rubbish, racks, garbage or other refuse or permit the same to be thrown from the said apartment in the compound or any portion of the project land and the building in which the apartment is situated.
- (vii) Pay to the Promoter within 15 days of demand by the Promoter his share of Security deposit demanded by the concerned local authority or Government or the Promoter for giving water, electricity or any other service in connection to the building in which the apartment is situated.
- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of use of the apartment by the Allottee for any purposes other than for purpose for which it is sold.
- (ix) The Allottee shall not let, sublet, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the apartment or the said Car Park Space until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and until a written permission to that effect is obtained by the Promoters to that effect.
- (x) The Allottee shall observe and perform all the Rules and regulations which the said Sale Society or Apex Body or Federation may adopt at its inception and the editions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the apartments therein and for the observance and performance of the building Rules, regulations and bye laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the said Sale Society/Apex Body/Federation regarding the occupancy and use of the apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (xi) Not to carry out civil work, including, but not limited to, any work in the kitchen and bathroom/toilets where in any work of tiling, flooring, etc. which damages the water proofing, plumbing or sanitary lines laid at site. In case the Allottee(s) carries out any changes, modifications or alterations by himself or his agencies then the warranty of the said items becomes null and



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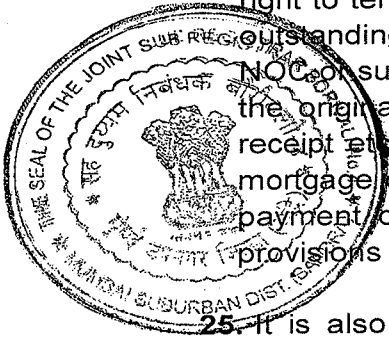
void and the defect liability of the Promoter(s) shall be lapsed and the Allottee(s) is solely liable to rectify and repair the same for all the affected area within his flat and/or the floors below accordingly at his own costs, expenses and consequences.

(xii) Till the assignment in respect of the structure of the building in which apartment is situated is executed in favour of the said Sale Society/Federation/Apex Body, the Allottee shall permit the Promoter and their surveyors, agents, servants with or without a Workman and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof, without requiring any prior permission of the said Sale Society/Federation/Apex Body.

(xiii) During the execution of interior works, the Allottee(s)/s shall be responsible for acts (whether deliberate or negligent) of any contractor/workmen/agents/representatives and if such persons behave in any manner which is unacceptable to the Promoter(s) then such contractor/workmen/ agents/representatives will be removed forthwith and will not be allowed to re- enter the said Premises again;

**25. FINANCE FACILITY:**

If the Allottee/s has availed of a loan from financial institutions or banks or any other lender (the "Lender") against the security of the said Flat/Premises for which a written NOC/consent and approval of the Promoter(s) has been issued, then in the event of (a) the Allottee/s committing a default of the payment of the installments of the consideration amount (b) the Allottee/s deciding to cancel the Agreement and/ or (c) the Promoter(s) exercising its right to terminate this Agreement, the Allottee/s shall clear the mortgage debt outstanding at the time of the said termination. The Allottee/s shall obtain the NOC for such necessary letter and other documents including but not limited to the original registered Agreement for Sale and NOC from the Promoter(s), receipt etc. from the Lender stating that the Allottee/s has/have cleared the mortgage debt. Notwithstanding the above, the Allottee/s' obligation to make payment of the installments under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional.



25. It is also agreed that the Allottee/s shall be solely responsible to ensure timely disbursement of the installments towards consideration from the Lender. Any delay in receiving the installment from the Allottee/s or the Lender for any reason whatsoever will entitle the Promoter(s) to charge interest at the rate of 15% p.a., till such time that the payments are made without prejudice to other entitlements of the Promoters under this Agreement and/or any other law for the time being in force.

**26. MAINTENANCE OF THE SAID PROJECT:**

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The Promoters shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Allottees upon the issuance of the

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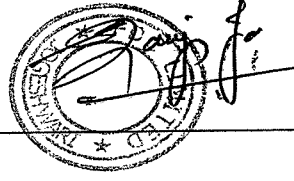
completion certificate of the Real Estate Project. As stated above, the Allotees shall deposit a sum of ₹. 1,70,064/- (Rupees One Lakh Seventy Thousands and Sixty Four Only) towards lumpsum maintenance charges for the first 12 months with the Promoters on or before obtaining possession of the said Apartment.

- 26.2 The Promoters shall create a fund of such deposits received from several Allotees and use the said consolidated fund for regular upkeep of the property until a co-operative housing society or any other kind of association is formed between the allottees of the said project as well as the said Company or their beneficiaries, as the case may and until the affairs of the maintenance of the said project is lawfully handed over to such society or association, as the case may be.
- 26.3 The Allottee shall pay the maintenance charges in relation to the Apartment as may be levied by the Maintenance Agency/Promoters/Society or any other kind of association and shall also enter into a maintenance agreement with the Maintenance Agency in the format to be provided by the Promoters. It is made clear to the Allottee that the Maintenance Agency shall render maintenance services only with respect to the Common Areas and these shall mainly relate to services, amongst others, in respect to the public roads, security, landscaping, sewerage, drainage, rain water harvesting, garbage clearance, water, street lights, pavements, horticulture, power back up provision and such other services for the proper running, maintenance and operation of Common Areas.
- 26.4 The Allottee has been informed and understands that the deposit amount once paid by Allottee to the Promoters, shall be transferred to the account of the Association of Allotees.
- 26.5 As and when any plant, machinery, equipment etc. within the Real Estate Project including but not limited to lifts, DG sets, electric substation, pumps, firefighting equipment, etc. requires replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the allottees / occupants of apartments at the Real Estate Project, as the case may be, on pro-rata basis (i.e. in proportion to the Carpet Area of the Apartment to the total Carpet Area of all the apartments in the Real Estate Project, as the case may be).
- 26.6 The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposits, sums received on account of share capital for the promotion of the Cooperative Society or towards the outgoings, maintenance, etc. and shall utilize the amounts only for the purpose for which they have been received. However, under any circumstances the Allottee shall not be entitled to raise any objections as to the nationality or commercial viability of the expenses made by the Promoter from the said deposits or advances, as the case may be.



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Nothing contained in this Agreement is intended to be ignored shall be construed to be as a grant, demise or assignment in law of the said apartment or of the said plot and building or any part thereof. The Allottee shall have no claim save and except in respect of the apartment hereby agree to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreational spaces will remain the property of the Promoter until an effective Deed of Lease or such other instrument is executed in favour of the said Sale society or such other body.

**27. USAGE OF SERVICE AREAS:**

The service areas, if any, as located within the Real Estate Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the common spaces in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottees formed by the allottees for rendering maintenance services.

**28. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

The Allottee shall, after taking possession, be solely responsible to maintain the Apartment at its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, common passages, corridors, circulation areas, atrium or the Real Estate Project which may be in violation of the Applicable Laws or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

a. The Allottee further undertakes, assures and guarantees that it would not change the colour scheme of the outer walls or painting of the exterior side of the windows or permit any remodelling, alteration, variation, change or build upon the look, design, texture, fixtures, materials or any combination thereof or carry out any change in the exterior elevation or design of the Building or the Apartment.

b. Further, the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the Common Areas.

c. The Allottee shall neither encroach upon the Common Areas in the Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.

d. If any damage is caused to the Apartment, Common Areas or to the Real Estate Project on account of any act, negligence or default on part of the Allottee or his employees, agents, servants, guests, or invitees, the Allottee shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Promoters or the Association of Allottees or the Maintenance Agency, as the case may be.



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modifications in the Apartment or outside the Apartment to the structure or the services and systems laid out in the Apartment / Real Estate Project including any changes that are either structural changes or such that would lead to disruption of the services laid out in the buildings or along the buildings for the use by one or more apartments. The Allottee shall not under any circumstances do or allow any alteration/ modification/ change to the interior walls, layout or finishes within the said Apartment save and except with the prior permission of the Association of Allottees/ Promoter in writing.

f. The Allottee shall not cover or construct on the balcony(ies), open terrace(s) or garden(s) reserved exclusively for the dedicated use of the Apartment and shall only use the same as open balcony(ies), terrace(s) or garden(s), as the case may be, and in no other manner whatsoever.

g. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters and thereafter the Association of Allottees and/or Maintenance Agency. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

h. The Allottee shall not use/ cause to be used the said Apartment for any purpose except residential use and shall not permit any commercial activity and shall always ensure that the Apartment be put to residential use only. Furthermore, the Allottee specifically undertakes not to use the said Apartment or offer it to be used in any manner and/or for any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature in the Real Estate Project.

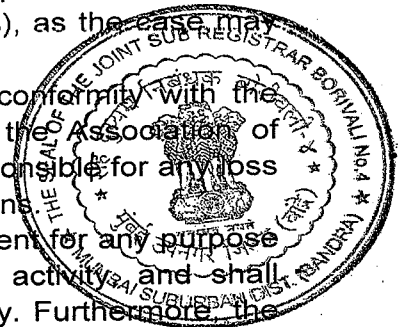
i. The Allottee undertakes not to sub-divide/amalgamate the Apartment(s) with any other apartment / area in the Real Estate Project.

j. The name of the Complex and Real Estate Project shall always be 'LAXMI RAAJVILAS' and the Allottee or his lessees / occupant(s) / transferee(s) / assignee(s) or the Association of Allottees shall not be entitled to change the same.

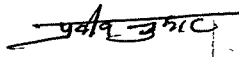



k. The Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the Common Areas or any portion of the Complex.

**29. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the payment plan within 7 (seven) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned sub- registrar as and when intimated by the Promoter. If the Allottee has failed to execute and deliver to the Promoter this Agreement within 7 (seven) days from the date of the receipt by the Allottee and/or appear before the sub- registrar for its registration as and when intimated by the Promoter, then the Promoter shall be entitled to deem that the Allottee has committed a default and the Promoter shall within 15 days there from, refund the money if so collected till date from the said Allottee without any interest or compensation after deduction of taxes, duties, Cess, charges, fees as may be paid and/or payable, brokerage charges, etc. and



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further deduction of an amount equivalent to 8% towards administrative charges and liquidated damages of the total consideration amount only and further GST (as may be applicable) upon the Allottee executing a Deed of Cancellation of this Agreement at his own risks as to its costs and consequences.

**30. 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, 1934 and the rules and regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its 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 the 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 its part to comply with the applicable guidelines issued by the Reserve Bank of India, it may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- ii) The Promoter accepts no responsibility in regard to matters specified in preceding Clause. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. Save as otherwise provided in this Agreement, the Promoter shall not be responsible towards any third-party making payment/ remittances on behalf of the Allottee and such third party shall not have any right in the application/ allotment of the Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.



**31. ENTIRE AGREEMENT:**

This Agreement, along with its schedules and annexures, constitute the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other Agreements, allotment letter, correspondences, Agreements whether written or oral if any between the parties and in contravention of the terms of this Agreement in respect of the said apartment, as the case may be.

**32. RIGHT TO AMEND:**

This Agreement may only be amended to written consent of both the parties.

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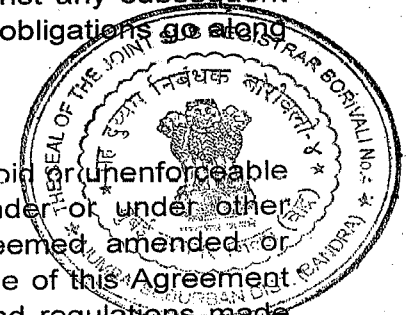
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**33. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE, SUBSEQUENT ALLOTTEE:**

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to an allottee against any subsequent allottee of the said apartment in case of transfer as the said obligations go along with the said apartment for all intents and purposes.

**34. SEVERABILITY:**

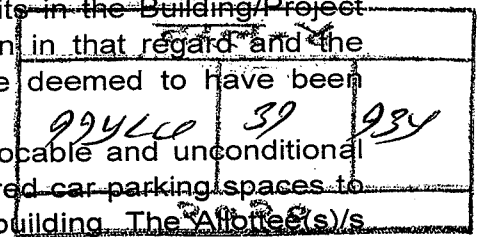
If any provisions of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and regulations made there under or under other applicable laws, such provisions of Agreement shall be deemed amended or deleted in so far as is reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.



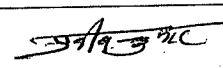

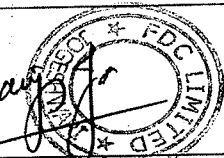

**35. CAR PARKING:**

The Allottee(s) is/are aware that as a part of the building and a common amenity, the Promoter(s) is constructing two level basement, one level stilt and one podium car park which consist of several covered car parking spaces be used by the Allottee(s). The Allottee is allotted one Car Park Spaces by virtue of this Agreement. The said Car Parking Space(s) to be allocated to the Allottee(s) shall be finalized by the Promoter(s) and will be handed over at the time of handing over possession of the said Flat/Premises.

The Allottee(s) is/are aware that the car park allotted is part of the building common amenity which shall subject to the Allottee(s)' right of use, is owned by the Promoter(s)/said Sale Society. The Allottee(s) is/are aware that the Promoter(s) has in like manner allocated and shall be allocating other car parking space/s to several Allottee(s) of the residential flats/commercial units in the Building/Project and the Allottee(s) undertakes not to raise any objection in that regard and the rights of Allottee(s) to raise any such objection shall be deemed to have been waived.



The Allottee(s) hereby accords his/her/their irrevocable and unconditional consent to the Promoter(s) to sell/allocate the other covered car parking spaces to the Allottee(s) of the respective residential flats in the building. The Allottee(s) hereby confirms warrants and undertakes to use the car parking spaces so allocated to him/her/them for the purpose of the parking of their private car only and not otherwise. The Allottee(s) hereby further warrants and confirms that the Allottee(s) shall upon formation of the said Sale Society/Apex Body, as contemplated herein, cause such Sale Society/Apex Body to confirm and ratify and shall not and/or shall cause the said Sale Society/Apex Body to alter or change the allocation of car parking spaces in the manner allocated by the Promoter(s) to the various Allottee(s) (including the Allottee(s) herein) of the residential flats in the

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Building/Project. The allocation is for smooth functioning and to avoid disputes between Allottee(s)/s.

**36. WAIVER:**

Any delay tolerated or indulgence shown by the Promoter(s) in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee(s)/s by the Promoter(s) shall not be construed as a waiver on the part of the Promoter(s) of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee(s)/s nor shall the same in any manner prejudice the rights of the Promoter(s).

**37. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THIS AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to may any payment, in common with other Allottee(s) in the said project, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the apartments in the project.

**38. FURTHER ASSURANCES:**

Both the parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other Actions, in additions to the instruments and Actions specifically provided for herein, as may be reasonably required in Order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder purpose went to any such transaction.




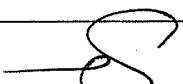
**39. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office after the Agreement is duly executed by the Allottee and the said Agreement shall be lost for registration at the office of sub- registrar. Hence, this Agreement shall be deemed to have been executed at Mumbai.

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post AD at either of their respective address as specified below:

Name of Allottee	:	<b>FDC LIMITED</b>
Address of Allottee	:	B-8, MIDC Industrial Estate, Waluj, Aurangabad, Maharashtra – 431130
Notified Email ID	:	sanjay.jain@fdcindia.com
Address of Promoter	:	Plot No.283, Laxmi Callista, Jawahar Nagar, Road No.3, Goregon (West), Mumbai-400 104
Notified Email ID	:	<u>info@laxmidevidevelopers.com</u>

Notified Email ID		
92420	32	934
2020		

SIGNATURE OF DEVELOPERS		SIGNATURE OF FLAT PURCHASER/S	
1)			
2)			

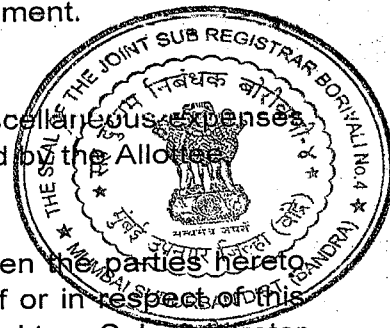
Any change of address subsequent to the execution of this Agreement shall be notified to each other by both the parties and all further communications shall be done on such changed address thenceforth.

**40. JOINT ALLOTTEES**

That in case there are joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Allottees. Further, in case of joint Allottees, all the Allottee shall be jointly and severally liable for all the liabilities arising out of this Agreement.

**41. STAMP DUTY & REGISTRATION:**

All charges towards stamp duty and registration and other miscellaneous expenses central or coincidental to this Agreement shall be born and paid by the Allottee.



**42. ALTERNATE DISPUTE RESOLUTION:**

Every dispute, difference, or question which may arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement (deed) or the subject matter thereof shall be referred to a Sole Arbitrator or if no such Arbitrator can be mutually nominated; each part shall be entitled to appoint their own arbitrator and both such appointed arbitrators shall nominate third arbitrator and the decision of the arbitrator (or such arbitrators, or umpire as the case may be) shall be final and binding on the parties.

**43. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Mumbai shall have the exclusive jurisdiction for this Agreement.

**SCHEDULE OF THE SAID PROPERTY**

ALL that property being pieces or parcels of land bearing CTS no. 1376, 1376/1 to 9, 1377 (Part), 1377/1 to 42, 1377/43 (part) and 1377/44 (part), 1377/45 to 47, 1378 (part), 1378/1 to 14, 1378/18 (part), 1378/19 (Part), 1378/22 to 26, 1379, 1379/1 to 21, 1380, 1380/1 to 11 totally admeasuring about 3171.10 sq. meters or thereabouts of Village Malad (South), Taluka Borivali situated near Goregaon Telephone Exchange at New Goregaon-Mulund Link Road, Malad (W) in Municipal Ward No. P/South within the municipal limits of Municipal Corporation of Greater Mumbai and Mumbai Suburban District within the local limits of Municipal Corporation of Greater Mumbai.

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SIGNATURE OF DEVELOPERS		SIGNATURE OF FLAT PURCHASER/S	
1)			
2)			



**SCHEDULE OF THE SAID FLAT/PREMISES/APARTMENT**

All that property being Flat bearing no. **1502** admeasuring about **1181 sq. ft. (RERA Carpet Area)** equivalent to **109.71 sq. meters Carpet area (120.68 sq. meters Built-up Area)** on the **15<sup>th</sup> Floor** and one Car Parking Space in the building known as "**LAXMI RAAJVILAS**" standing on land bearing CTS no. 1376, 1376/1 to 9, 1377 (Part), 1377/1 to 42, 1377/43 (part) and 1377/44 (part), 1377/45 to 47, 1378 (part), 1378/1 to 14, 1378/18 (part), 1378/19 (Part), 1378/22 to 26, 1379, 1379/1 to 21, 1380, 1380/1 to 11 totally admeasuring about 3171.10 sq. meters or thereabouts of Village Malad (South), Taluka Borivali situated near Goregaon Telephone Exchange at New Goregaon-Mulund Link Road, Malad (W) in Municipal Ward No. P/South within the municipal limits of Municipal Corporation of Greater Mumbai and Mumbai Suburban District *within the local limits of Municipal Corporation of Greater Mumbai.*



बरेल-४		
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२०२०		

SIGNATURE OF DEVELOPERS	SIGNATURE OF FLAT PURCHASER/S
1)	
2)	

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands, the day, month and year first herein above written.

SIGNED, SEALED AND DELIVERED BY )  
 The within named "THE DEVELOPERS" )  
 M/s. SHREE LAXMIDEVI DEVELOPERS )  
 Through its Partner & Authorized Persons )  
**Mr. PRAVIN A. KOTHARI** )



*प्रवीण कोठारी*



**Mr. SUNNY DHANSUKHLAL SHAH** )

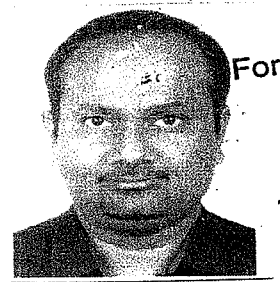


*Sunny Dhansukhlal Shah*



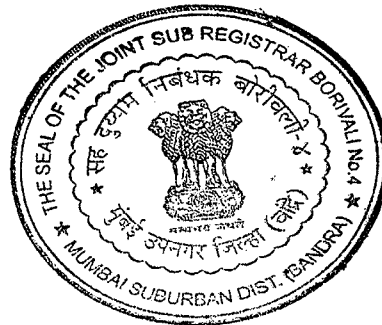
In the presence of: )  
 1. \_\_\_\_\_ )  
 2. \_\_\_\_\_ )

SIGNED, SEALED AND DELIVERED BY )  
 The within named "FLAT PURCHASER/s" )  
**FDC LIMITED** )  
 a company incorporated under the provisions of )  
 The Indian Companies Act, 1913 represented )  
 Through its Authorized Signatory )  
**Mr. SANJAY BHAWARLAL JAIN** )



For **FDC LIMITED**  
*Sanjay Bhawarlal Jain*  
 Authorized Signatory.

In the presence of: )  
 1. \_\_\_\_\_ )  
 2. \_\_\_\_\_ )




बल-४		
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२०२०		

SIGNATURE OF DEVELOPERS	SIGNATURE OF FLAT PURCHASER/S
1) <i>प्रवीण कोठारी</i>	
2) <i>[Signature]</i>	



**Receipt**

**RECEIVED** with thanks from the within-named Purchaser namely FDC Limited, a sum of ₹. 2,69,59,278/- (Rupees Two Crore Sixty Nine Lakh Fifty Nine Thousands Two Hundred and Seventy Eight Only) towards full and final consideration in view of Agreement for Sale by way of RTGS vide **UTR No. UTIBR52020122400485551**, dated 24/12/2020 sent from Axis Bank, Veera Desai Road, Andheri (W), Branch after deduction of TDS (as applicable) as per Income Tax Act.

WE SAY RECEIVED

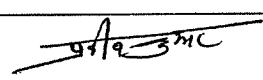

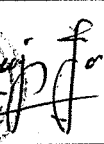
  
For M/s Shree Laxmidevi Developers  
(AUTHORIZED PERSON)

WITNESSES

1.  \_\_\_\_\_
2.  \_\_\_\_\_



बरल-४		
११५६०	३६	१३५

SIGNATURE OF DEVELOPERS		SIGNATURE OF FLAT PURCHASER/S	
1)		 	
2)	